

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter “**Release**” or “**General Release**”) is made by Michael Reese (hereinafter “**Reese**” or “**Claimant**”) and the City of Maplewood, Missouri (hereinafter “**City**”) (each sometimes referred to as a “**Party**” or collectively as the “**Parties**”) on this 15<sup>th</sup> day of September 2023. This General Release is given in exchange for the consideration received herein on behalf the Releasees, as that term is defined herein.

WHEREAS, by correspondence September 7 & 11, 2023 directed to the City, Claimant, by and through his counsel, asserted employment-related claims against the City arising from alleged actions and statements by certain Releasees, all as more particularly articulated therein, and threatening legal proceedings against one or more of the Releasees (the “**Threatened Lawsuit**”);

WHEREAS, the City and each of the Releasees denies and continues to deny any wrongdoing to the Claimant under any theory of fact or law and further states that this General Release shall not constitute an admission of liability on the part of the City or any of the Releasees; and

WHEREAS, Claimant and City desire to fully and finally comprise, resolve, and settle claims that were raised or which could have been raised in the Threatened Lawsuit or any other lawsuit, action or proceeding whatsoever by the Claimant, against all defendants or putative defendants to the Lawsuit or any other action or proceedings, as well as any and all claims of any nature which the Claimant may now have or have at any time in the past had against the City and former or current officers, agents or employees, insurers or any other releasee herein.

**NOW, THEREFORE**, in consideration of the foregoing recitations and receipt of the payment made on behalf of the Releasees as identified herein, Claimant fully releases and agrees as follows:

1. **Separation Date**. Claimant hereby immediately, voluntarily and irrevocably submits his resignation from employment, and agrees that his last day of employment with the City will be September 30, 2023 (“**Separation Date**”). Between the date first set forth above and the Separation Date (this period of time shall be referred to as the “**Transition Period**”), Claimant shall assist in the transition of his job responsibilities and shall carry out his job responsibilities in a professional and dutiful manner. Claimant further understands and agrees that the City may choose to accelerate Claimant’s final day of active work for the City in its sole discretion, with or without cause. During the Transition Period, Claimant shall receive Claimant’s regular base salary (\$173,588.74 per year) at regular payroll intervals.

2. **Payment and Release**.

(a) For and in consideration of the sum of One Hundred and Fifty-Nine Thousand One Hundred and Twenty Three Dollars and Two Cents (\$159,123.02), to be distributed as further described in Paragraph 1(b) of this Release, Claimant

Michael Reese, for himself and his heirs, legal representatives, administrators, successors, assigns, trustees, agents, servants, insurers and anyone claiming by, through or under any of them, does hereby WAIVE HIS RIGHT TO SUE and COMPLETELY RELEASES AND FOREVER DISCHARGES the City of Maplewood, Missouri and its current and former executives, City Council members, mayors, board members, police officers, elected officials, appointed officials, officers, agents, employees, servants, administrators, legal representatives, successors, assigns, trustees, attorneys, insurers, reinsurers, co-insurers, and any and all of them (herein referred to collectively as “**Releasees**” and each of which may be referred to individually as a “**Releasee**”), of and from any manner of liabilities, actions, suits, debts, judgments, claims, decisions, controversies, injuries, costs, loss of service, expenses, compensation, demands and damages of any nature whatsoever, in law or in equity, which he has ever had, now has, or may hereinafter have, arising or accruing from the beginning of time to the date of this General Release, whether known or unknown, against the City of Maplewood, Missouri, and its current and former executives, City Council members, mayors, board members, police officers, elected officials, appointed officials, officers, agents, employees, servants, administrators, legal representatives, successors, assigns, trustees, attorneys, insurers, reinsurers, co-insurers, and any and all of them, including but not limited to all claims which Claimant raised or that could have been raised in the Threatened Lawsuit, as well as all other causes of action of any nature in any legal forum, court of law, or administrative agency, under the common law, or any federal or state statute or city or county ordinance.

Without limiting the generality of the foregoing, this General Release is intended to and shall release Releasees from any and all claims including, but not limited to, any breach of an actual or implied contract of employment, or any claim of unjust or tortious discharge (including any claim of fraud, negligence, or intentional infliction of emotional distress), or any claim of failure to hire or re-hire, or any claim of discrimination based upon age, race, religion, color, sex, national origin, disability, or any other protected category under any Equal Employment Opportunity law including, but not limited to, any claims of violations arising under 42 U.S.C. § 1983; The Civil Rights Act of 1991; the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.; 42 U.S.C. § 1981; The Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 701, et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 301, et seq.; the Older Worker Benefit Protection Act; the Family and Medical Leave Act of 1993, 42 U.S.C. § 1983; the Missouri Human Rights Act, RSMo § 213.010, et seq.; Missouri statutory whistleblower protections, including, but not limited to, RSMo § 105.055; the Missouri

Service Letter Statute, RSMo § 290.140; or any other federal, state, or local statute, ordinance or common law.

Claimant is hereby informed that he has or might have specific rights and/or claims under the ADEA or OWBPA, and Claimant agrees and understands that: (i) in consideration of the amounts described in this Section, which are in addition to anything of value to which Claimant is already entitled, Claimant specifically waives any rights and/or claims under ADEA or OWBPA to the extent that such rights and/or claims arose prior to the date this Release was executed; (ii) Claimant does not waive any rights or claims under the ADEA or OWBPA that may arise after the date this Release is executed; (iii) Claimant has been advised that he has twenty-one (21) days within which to consider this Release's terms, and Claimant is hereby advised to consult with and has consulted with legal counsel of his choice prior to executing this Release; (iv) Claimant has not been subject to any undue or improper influence interfering with the exercise of free will in deciding whether to execute this Release; (v) Claimant has carefully read and fully understands all of the provisions of this Release, Claimant knowingly and voluntarily agrees to all of the terms set forth in this Release, and Claimant acknowledges that in entering into this Release, Claimant is not relying on any representation, promise or inducement made by the City or its attorneys with the exception of those promises contained in this document; and (vi) Claimant agrees that any revisions to this Release will not affect or extend the calculation of the twenty-one (21)-day period provided in Subsection (iii) above.

(b) The parties agree that the checks described below in subsections (i) and (ii) will be sent to Claimant's counsel within thirty (30) days after City's counsel receives: (i) an up-to-date copy of Internal Revenue Service Form W-9 for Claimant and Claimant's counsel; and (ii) an executed copy of this Release signed by Claimant:

- i. A check payable to Michael Reese in the gross amount of Twenty Eight Thousand Nine Hundred and Thirty-One Dollars and Forty-Six Cents (\$28,931.46), less all applicable federal and state tax withholdings, in settlement of Claimant's claim for lost wages; and
- ii. A check payable to Michael Reese in the amount of One Hundred and Thirty Thousand One Hundred and Ninety One Dollars and Fifty-Six Cents (\$130,191.56). This amount represents actual damages for physical injuries and emotional distress allegedly suffered by Claimant; and

(c) The Parties acknowledge and agree that:

- i. The gross amount of the payment described in Section 1(b)(i) shall be treated as “wages” paid to Claimant for purposes of FICA and federal and state income tax withholding, that the City shall withhold federal and state income taxes and Claimant’s share of FICA taxes from that gross amount, and that the City will report the gross amount of the payment and such tax withholdings on an IRS Form W-2 to be issued to Claimant;
  - iii. City will report the amount of payments described in Section 1(b)(ii) on an IRS Form 1099 to be issued to Claimant; and
  - iv. Except for City’s share of FICA taxes due on the payment described in Section 1(b)(i), which City is and shall be solely responsible for paying, Claimant is and shall be solely responsible for paying any and all taxes that he owes or may owe as a result of the payments described in Section 1(b)(ii).
- (d) Claimant shall indemnify City and hold it harmless for the full amount of any taxes, interest and penalties that may be assessed against City by any agency or court based on Claimant’s failure to pay any taxes, penalties, or interest that he owes as a result of the payments described in Section 1(b)(ii). Claimant agrees that he is solely responsible for the payment and reporting of any federal, state, and/or local taxes, if applicable, and agrees to waive any claims against the City and its insurers for any liability for the reporting or payment of any applicable taxes related to this General Release. City and its insurers have not made and do not make, any representations as to the tax consequences of any payment hereunder. The taxability and/or tax status of the payments does not affect the validity of this General Release.
3. **Dismissal With Prejudice; Covenant Not To Sue.** Claimant further agrees to dismiss any pending claims, suits, administrative proceedings, or any other proceedings against any of the Releasees, with each Party bearing their own costs, promptly upon tender of the payment identified above. Claimant further agrees and covenants not to sue any Releasee for any claim whatsoever arising before the execution of this General Release. Claimant further indemnifies and holds harmless Releasees if Claimant or any person claiming by or through him, directly or indirectly, brings a claim dismissed or released under this Release.
4. **No Other Payments.** The payments made and amounts set forth in this General Release fully and completely settle and resolve all claims of the Claimant including but not limited to all claims for all manner of salary, wages, pay, compensation, damages, expenses, attorney’s fees, and court costs. No other payments will be made by or on behalf of the any Releasee under this General Release or under the Employment Agreement between the City and Claimant dated June 16, 2021, as amended, and Claimant shall be solely responsible for the distribution of the settlement funds and

payment of his own costs and attorney's fees, and any taxes or any other assessments incident to the payments set forth in this General Release, and any liens whatsoever. Claimant further and specifically acknowledges, agrees, covenants, and stipulates that Claimant is solely responsible for the payment of any and all local, state and/or federal taxes, withholdings, interest and penalties that may be levied on any and all monies paid to Claimant in connection with this General Release.

Claimant specifically acknowledges that the consideration described in Paragraph 2 of this General Release is all that he or his attorneys or representatives are ever to receive from or on behalf of the Releasees in settlement of the Threatened Lawsuit and any claims pertaining to the Threatened Lawsuit, whether in settlement of the Claimant's claims for damages, for pain and suffering, emotional distress, mental anguish, inconvenience, loss of enjoyment of life, nervousness, anxiety, worry, loss of back pay and future pay, if any; for declaratory and injunctive relief; and for reasonable attorneys' fees, costs, expenses or for any other claim of any nature whatsoever. Claimant further agrees that he is not and shall not be considered a "prevailing party" with respect to any claims threatened or made in relation to the Threatened Lawsuit within the meaning of any statute, rule or other provision of law which is, or may be, in any way applicable hereto.

5. **Satisfaction of Liens.** Claimant agrees to satisfy any and all liens arising out of any incident or occurrence relating to the claims and the Threatened Lawsuit and to hold harmless, indemnify and save all Releasees, and each of their respective current and former executives, trustees, officers, city council members, directors, employees, former employees, attorneys, heirs, attorneys, agents and assigns and insurers therefrom. Claimant irrevocably directs his attorneys, to the fullest extent permissible by law, to satisfy any known liens out of the settlement proceeds. Claimant further represents that there are no known liens in this case, including but not limited to any Medicare or Medicaid liens, and that any such liens have been previously satisfied. Claimant warrants and represents that there have been no conditional payments by Medicare.
6. **No Admissions.** It is expressly agreed by and among the parties that the payment made herein on behalf of the Releasees is made solely for the purpose of terminating and/or avoiding the Threatened Lawsuit and preventing and/or terminating the assertion of any other cause of action, as well as any other dispute or claims which the Claimant may have against any Releasee herein arising from any facts now known or unknown. This payment is made without any Releasee in any way admitting any liability whatsoever, which liability is expressly denied.
7. **Confidentiality, Non-Disclosure and Non-Disparagement.** For and in consideration of the payments recited above, each Party, as well as their attorneys to the extent allowed by law and all governing rules of professional conduct, agree not to publicize or disclose (a) any matter, information or knowledge of the Claimant that he learned or gained in the course of his employment with the City, regardless of whether it was related to the Claimant's termination of employment or not, the same

being recognized and acknowledged as sensitive, confidential, propriety, or otherwise protected from disclosure by law; or (b) the terms of this settlement and General Release, or the discussions leading up to same, either directly or indirectly, to the public generally or to any person or entity. Further, each Party additionally agrees to refrain from publicly expressing or in any way publishing any derogatory or disparaging remark concerning any other Party under this General Release. This provision includes an agreement not to publish any information concerning this settlement and Release in the *Missouri Lawyers Weekly* or any other such publication. This provision extends to communication to any and all persons except Claimant's spouse, attorneys or accountants who have a legitimate need to know the terms in order to render professional advice or services, or unless disclosure is compelled by law. In the event that it is necessary to disclose the terms of this General Release to an attorney or accountant, Claimant agrees that such spouse, attorney or accountant shall be advised of this provision to maintain the confidentiality contemplated herein and that Claimant shall be responsible for any breach of confidentiality by such spouse, attorney or accountant. Otherwise, each Party and their attorneys agree not to identify or reveal any terms of the settlement and General Release. In response to inquiry, each Party agrees to state that "the matter has been settled" or significantly similar language.

Nothing in this provision or the General Release shall prohibit Claimant or counsel from fully disclosing the facts giving rise to any claims to any law enforcement or governmental entity or agency in the course of any criminal investigation or making such disclosures as may be required by law. Nothing in this agreement shall be construed to limit Claimant's counsel in any way that would result in a breach of any rule of ethics governing the Missouri bar, including any rule or order of the Missouri Supreme Court. In the event that this provision is deemed to be unenforceable as to any counsel, Claimant agrees to remain bound thereby.

This confidentiality provision is subject to the provisions of the Missouri Sunshine Law and other applicable law, and any disclosure made under compulsion of law or the Order of any Court or administrative agency of proper jurisdiction shall not be deemed a violation or waiver of this provision. Insofar as any of the terms of this General Release or any other material protected under this paragraph must be divulged pursuant to the compulsion of legal process or proceedings, each Party agrees to take all lawful steps necessary to maintain the confidentiality of the terms of this General Release, including immediately notifying the other Party if served with or notified of any process seeking information protected by this provision, prior to the disclosure of any such information and with reasonably sufficient time for the other Party to evaluate and challenge such disclosure.

The City hereby further agrees that its councilmembers, elected officials, and current employees in department leadership positions shall not disparage Reese or make any false or derogatory statements about him or his employment. The City will, instead, respond to any future employment inquiries by confirming the dates of his employment and title held. In addition, the City will not issue a press release regarding Reese's

employment or this settlement, except that the settlement document will be a public record under Chapter 610, RSMo. Neither the City nor Reese shall make any comment regarding the termination, the threatened lawsuit or claims, or this settlement except to confirm Reese's resignation, dates of employment and state that all matters related to the Claimant's employment have been resolved.

8. **No Rehire.** Claimant will not apply for, attempt to apply for, or volunteer for employment or work for the City or any Releasee at any time hereafter.
9. **Cooperation.** Claimant agrees to provide such reasonable cooperation and assistance as may be requested in good faith from time to time by the City with respect to any matters of City business, including, but not limited to, any litigation, investigation or governmental proceeding, that relates to Claimant's former employment with the City, as well as identifying or providing information related to the continuing operation of the City's business, including, but not limited to, the provision of contact names and information, and existence and locations of files and documents.
10. **Return of Property.** On or before the Separation Date, Claimant shall return to the City all of its property and information, without retaining or forwarding copies (actual or electronically stored), including, without limitation, all confidential information, passwords and access to accounts, files, equipment, supplies, phones, keys, access cards, and any and all computer files, computer hardware, employee information, tablets, computer software, access codes, and related materials, records, notes, documents, forms, manuals, lists, programs, or other electronic, written, or printed material (including any and all copies made at any time whatsoever) in Claimant's possession or control which pertain to the City (including its agents or employees) or any other item which constitutes property of the City.
11. **No Other Agreements.** Each Party expressly states and acknowledges that this General Release sets forth all the promises, agreements, conditions and understandings among the Claimant and the City concerning the matters set forth herein. There are no oral agreements or understandings between the Claimant and the City affecting this General Release, and this General Release supersedes and cancels any and all previous negotiations, arrangements, understandings and agreements (either oral or written), if any, among the Claimant and the City with respect to the matters set forth herein. Subsequent alteration, amendment, change or addition to this General Release shall not be binding unless reduced to writing and signed by the Party against whom enforcement is sought.
12. **Warranties.** Claimant declares and warrants that he is of sound mind and capable of making this General Release. Claimant further declares and warrants that no representations made by any releasee hereto, or by any agent or attorney of any releasee hereto, or any other representation has induced any Claimant to make this General Release and that the Claimant is acting upon his own judgment, belief and knowledge regarding the nature and validity of all claims or potential claims based upon the advice of legal counsel of his own choosing in making this General Release. Claimant also

warrants and represents, that at the time of executing this General Release, he is unaware of any other claims, actions or causes of action against any releasee except those described or referenced herein. Claimant also acknowledges and warrants that he has not at any time heretofore assigned to any other person or party all or any portion of any claim, counterclaim, or potential claim, whatsoever that any Claimant may have or may have had against any releasee hereunder.

13. **Adequate Consideration.** The Claimant agrees that this General Release is supported by good and valuable consideration, including but not limited to the payment of money to Claimant on behalf of the Releasees, the release of claims, and abandonment of the Threatened Lawsuit with prejudice.
14. **Benefit.** The terms of this General Release shall inure to the benefit of the City and Releasees, including the City's current and former executives, City Council members, elected officials, officers, agents, employees, servants, administrators, legal representatives, successors and assigns, attorneys, insurers, reinsurers, co-insurers, and anyone claiming through them.
15. **Choice of Law; Forum.** This General Release and any controversy or claims arising out of or relating to this General Release shall be governed by the laws of the State of Missouri. The venue for any such dispute shall be the United States District Court for the Eastern District of Missouri if brought in federal court or the Circuit Court of St. Louis County if brought in state court.
16. **Continuing Residency.** The City recognizes and confirms that so long as Claimant remains a resident of the City, he is entitled to and will receive the same treatment, respect, protection, and service as any other citizen.
17. **Miscellaneous.**
  - a) Claimant agrees to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this General release, including but not limited to the completion of a Medicare reporting form and IRS form W9. Claimant acknowledges that the receipt of proof of satisfaction of any liens is a condition precedent to the receipt of any payment contemplated herein.
  - b) If Claimant's claim includes any allegation of personal injury – physical, psychological, or emotional – which, if treated (and regardless of whether or not actually treated), was or could have been or could be reimbursed by Medicare, then Claimant will further provide either: a) a Final statement from Medicare/CMS that Claimant did not receive treatment for which Medicare seeks reimbursement; or b) a statement from Medicare/CMS stating the full amount of Medicare's claim (together with a spreadsheet including the appropriate DHS codes for all matters pertaining to that claim). Where there is



such a Medicare/DHS claim, the amount of such claim shall be deducted from the agreed-upon settlement amount to Claimant and paid to Medicare/CMS, before any remaining portion of the amount agreed upon in settlement is paid to the Claimant, Claimant's attorney, or on behalf of the Claimant, and the time for payment(s) of any amount(s) to Claimant provided for herein shall be duly extended for a reasonable time to account for such payment to Medicare to occur.

- c) Claimant further warrants and represents that he has not sought any medical treatment for which Medicare has paid or been requested to pay as a result of any action of any releasee released by this General Release.
- d) Paragraph headings are for convenience only and will not be used or relied upon to interpret the provisions of the General Release.
- e) The General Release has been drafted jointly and is not to be construed against any party as the lone drafter.

**18. CLAIMANT EXPRESSLY ACKNOWLEDGES THAT HE HAS BEEN COUNSELED BY HIS ATTORNEYS, AND BASED ON THAT CONSULTATION, UNDERSTANDS AND AGREES THAT THIS GENERAL RELEASE FULLY SETTLES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS RAISED, OR WHICH COULD HAVE BEEN RAISED, IN THE ABOVE-REFERENCED THREATENED LAWSUIT, AS WELL AS ANY OTHER CLAIM, OF ANY NATURE, WHICH CLAIMANT HAS EVER HAD, NOW HAS, OR MAY HEREINAFTER HAVE AGAINST THE CITY OR ANY RELEASEE HEREIN, WHETHER NOW KNOWN OR UNKNOWN, ARISING FROM THE BEGINNING OF TIME TO THE DATE OF THIS AGREEMENT, AND THAT THE TERMS OF THIS AGREEMENT ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED FOR THE PURPOSES OF MAKING FULL AND FINAL COMPROMISE AND SETTLEMENT.**

**CLAIMANT FURTHER UNDERSTANDS THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE UNTIL THE EIGHTH (8TH) DAY FOLLOWING HIS SIGNING OF THIS GENERAL RELEASE AND THAT CLAIMANT MAY AT ANY TIME PRIOR TO THE EFFECTIVE DATE REVOKE THIS GENERAL RELEASE BY GIVING NOTICE IN WRITING TO JACQUELINE K. GRAVES OF SUCH REVOCATION. CLAIMANT ACKNOWLEDGES THAT HE HAS BEEN GIVEN ADEQUATE TIME TO CONSIDER THE TERMS AND CONDITIONS OF THIS GENERAL RELEASE.**

**CAUTION: READ BEFORE SIGNING.**

**Approved and agreed to by the undersigned:**

**CLAIMANT:**

Michael David Reese  
Michael David Reese

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF St. Louis        )

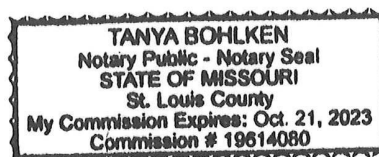
On this **15th day of September 2023** before me, a Notary Public in and for said State, personally appeared Michael David Reese known to me to be the person who executed the within General Release and acknowledged to me that he executed the same for the purposes therein stated; and that he executed the same as his own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tanya Bohlken  
Notary Public

My Commission Expires:

10/21/2023



CITY OF MAPLEWOOD

Nikylan Knapper  
Nikylan Knapper, Mayor

ATTEST

\_\_\_\_\_  
Andrea Majoros, City Clerk

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF ST. LOUIS        )

On this **15th day of September 2023** before me, a Notary Public in and for said State, personally appeared Nikylan Knapper, known to me to be the Mayor of the City of Maplewood, Missouri, who executed the within General Release and acknowledged to me that he executed the same for the purposes therein stated; and that he executed the same as the free act and deed of the City of Maplewood, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ajitia Thomas  
Notary Public

My Commission Expires:



AJITIA THOMAS  
My Commission Expires  
July 23, 2024  
St. Louis City  
Commission #16497424

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