

SETTLEMENT AGREEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into as of the date last set forth below (“Effective Date”) among Courtney Thompkins, Ezra Dixon, and Kim Neal (collectively, “Plaintiffs”), and City of McKeesport, Mark Steele, Adam Alfer, and Dante Diberadin (collectively, “Defendants”). Plaintiffs and Defendants are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

WHEREAS, on or about December 4, 2023, Plaintiffs instituted litigation in the Court of Common Pleas of Allegheny County, Pennsylvania, at Civil Action No. GD-22-15663 captioned *Courtney Thompkins, Ezra Dixon, and Kim Neal v. City of McKeesport Police Department et al.* alleging violations of Plaintiffs’ constitutional rights and related tort and statutory claims (the “Litigation”);

WHEREAS, on or about January 3, 2024, Defendants removed the Litigation to the United States District Court for the Western District of Pennsylvania at Case No. 2:24-cv-00008;

WHEREAS, the Parties desire to resolve all matters related to the Litigation and to the issues that form the basis of Plaintiffs’ claims against Defendants; and

WHEREAS, the Plaintiffs and Defendants Allegheny County entered into a settlement and release agreement separate from this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Settlement Payment

In exchange for the settlement of the Litigation and additional consideration as set forth in this Agreement, Defendants shall make a one-time payment of One Hundred Twenty-Seven Thousand and Five Hundred Dollars (\$127,500.00) (the “Settlement Payment”), by check payable to “American Civil Liberties Foundation of Pennsylvania,” sent by mail to: American Civil Liberties Foundation of Pennsylvania, c/o Trisha Graham, P.O. Box 60173, Philadelphia, PA 19102, no later than thirty (30) days of the Effective Date of this Agreement.

Defendants shall send the full Settlement Payment as set forth above, and that Settlement Payment will be allocated as follows:

- Twenty-Five Thousand Dollars (\$25,000.00) to Courtney Thompkins;
- Twenty-Five Thousand Dollars (\$25,000.00) to Ezra Dixon;

- Twenty-Five Thousand Dollars (\$25,000.00) to Kim Neal; and
- Fifty-Two Thousand and Five Hundred (\$52,500.00) to the American Civil Liberties Foundation of Pennsylvania for attorneys' fees and costs.

2. Non-Monetary Settlement Terms

2.1 Changes to McKeesport Citizen Complaint Policy

By January 1, 2026, the City of McKeesport will update its policy for submission and review of citizen complaints regarding the City of McKeesport Police Department. Under the new policy, citizens will be able to file complaints anonymously through an online form that can be accessed by the public on the City of McKeesport website. Notarized forms and in-person appearances will no longer be necessary. McKeesport will investigate each complaint within fifteen (15) days from when it is first submitted. McKeesport will document the findings of its investigation and maintain the investigation file as part of its internal records. As appropriate and dictated by the facts of each complaint, McKeesport will refer citizen complaints to appropriate independent authorities for further investigation and action under circumstances where the officer misconduct includes potential criminal conduct.

2.2 McKeesport Public Safety Forum Meetings

The City of McKeesport will schedule and conduct three (3) public safety forum meetings each calendar year, starting in 2026. The public safety forum meetings will provide a forum for discussion between the public and police staff. The public safety meetings will be conducted at reasonable dates and times, scheduled approximately four (4) months apart, and will take place at rotating locations in different neighborhoods within the McKeesport city limits. At least one member of the Command Staff – that is, the Chief, Assistant Chief, or Captain – for the McKeesport Police Department will attend each meeting.

2.3 McKeesport Police Training

In calendar year 2026, the McKeesport Police Department will receive training from Allegheny County and other approved Municipal Police Officer Education and Training Commission (MPOETC) training courses, including, but not limited to, training on the following topics: searches and seizures, warrantless searches, traffic stops, community policing and racial sensitivity. This agreement does not limit the McKeesport Police Department from receiving training from other law enforcement entities as it customarily does.

2.4 After Action Plan

The City of McKeesport will implement an “After Action” plan to investigate and examine the incidents that occurred during the 2020 search for Koby Lee Francis. The After Action plan and investigation will be conducted by the Command Staff of the

McKeesport Police Department in consultation with the Allegheny County Police Department. Allegheny County and any other appropriate law enforcement agencies shall thereafter provide resources to the City of McKeesport to review and revise its police policies and procedures implicated in that review. The Command Staff shall issue a written report summarizing its findings and making recommendations for ways the City of McKeesport can improve its practices and procedures related to searches and seizures and community engagement. The parties and their counsel will negotiate in good faith the extent to which a summary of findings and recommendations may be publicly disclosed. Should the parties desire to receive a copy of the findings which will be reported in an internal document, the same will be provided upon execution of a mutually agreeable confidentiality agreement. Nothing in this provision is intended to alter the provisions or limitations for public access under Pennsylvania's Right-to-Know Law, 65 P.S. § 67.101 et seq.

2.5 Reimagining Reentry

The City of McKeesport will make good faith efforts to collaborate with Reimagining Reentry, through Richard Garland or another officer or representative of Reimagining Reentry, on ways the City of McKeesport can become more involved with the program.

3. Release

Plaintiffs, for good and valuable consideration set forth herein, do hereby release and forever discharge Defendants, their employers, agents, representatives, successors, assigns, insurers, third party administrators, retirement plans, health and welfare benefit plans, affiliates, and all other persons, firms and corporations from any and all liability, claims, causes of action, suits, controversies, charges, damages, punitive damages, costs, expenses, or demands of any kind whatsoever, in law or in equity and interest related to any and all claims which were asserted or could have been asserted in the Litigation, asserted under 42 U.S.C.A. § 1983, 1988, or any other state, federal or local civil rights statutes and from any claims or joinder for sole liability, contribution, indemnity or otherwise, they have had, now have, or which their heirs, executors, successors, or assigns hereinafter may have by reason of any injury, harm or treatment and the consequences thereof, arising from any act or omission arising from the facts at issue in the Litigation.

4. Voluntary Acceptance of Terms

Plaintiffs hereby declare that they fully understand the terms of this Agreement, that the terms set forth in Sections 1 and 2 of this Agreement is the sole consideration for this Agreement and that they have voluntarily accepted the said terms for the purpose of making a full and final compromise and settlement of Plaintiffs' claims in the Litigation.

5. Retained Jurisdiction of United States District Court

The Parties acknowledge that upon execution of the Agreement by all Parties and payment the Settlement Payment referenced in Section 1, that the Parties will stipulate and

agree, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure to dismiss all claims against Defendants with prejudice, on the condition that the United States District Court for the Western District of Pennsylvania retain jurisdiction to enforce the terms of this Agreement under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381-82 (1994).

The Parties further acknowledge that the non-monetary conditions in Sections 2.1 and 2.2 herein will continue for no less than five (5) years from the date of the execution of this Agreement. Should any Party believe that the terms of this Agreement have not been met as described herein, that Party may petition the Court to enforce this Agreement.

6. No Admission of Liability

Plaintiffs and Defendants agree and recognize that this Agreement is entered into with no admission of legal liability by Defendants.

7. Accord and Satisfaction

Plaintiffs understand and agree that the acceptance of the terms of Sections 1 and 2 of this Agreement is in full accord and satisfaction of a disputed claim and the payment of the sum in Section 1 and performance of the terms of Section 2 is not to be construed as an admission of liability and liability is hereby expressly denied.

8. Hold Harmless

Except as otherwise set forth herein, including in Section 1, all parties will bear their own costs and fees, and the Defendants are not liable for the payments of any tax on the Settlement Amount paid under this Agreement. Plaintiffs agree that payment of income and other federal, state and/or local taxes on the Settlement Amount, if any, shall be Plaintiffs' sole responsibility, and Plaintiffs agree to pay all taxes, if any, in accordance with all federal, state and local laws, rules and ordinances. Each Plaintiff, individually for their own tax obligations, agrees to indemnify and hold harmless the Defendants from all taxes, penalties, interest or fines arising from such taxes.

Each Plaintiff, for themselves individually, agrees to indemnify and hold harmless the Defendants from, and to satisfy in full, any and all claims or liens related to this lawsuit presently existing or that might exist in the future against the Plaintiff related to the settlement of the Lawsuit by any person, entity, or corporation. The parties agree that neither the Plaintiffs nor Defendants are aware of any such liens after exercising due diligence in assessing the same.

9. Construction

It is further understood and agreed that this Agreement is a complete release agreement and that there is no written or oral understanding or agreement directly or indirectly connected with this release and settlement that is not incorporated herein. This Agreement shall be construed that wherever applicable, the use of the singular number

shall include the plural number and the masculine gender shall be construed to include the feminine or neuter gender.

10. Amendment by Writing Only

This Agreement shall not be amended except by a subsequent written instrument signed by all Parties. No waiver of any provision of this Agreement shall be effective unless evidenced by a written instrument signed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be, and shall not be construed as, a waiver of any other breach of this Agreement, regardless of whether the other breach is prior, subsequent, or contemporaneous.

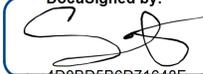
11. Execution in Counterparts

This Agreement may be executed in counterparts. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

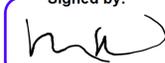
12. Governing Law

This Agreement shall be governed by and construed in accordance with Pennsylvania law without regard to conflict of laws principles, and the forum for any dispute over this Agreement will be the United States District Court for the Western District of Pennsylvania. If, and only if, the United States District Court for the Western District of Pennsylvania lacks subject matter jurisdiction over such dispute, the Parties agree to the jurisdiction and venue of the Court of Common Pleas of Allegheny County, Pennsylvania.

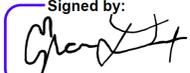
IN WITNESS WHEREOF, the Parties do hereby execute this Settlement and Release Agreement by duly authorized officials as of the Effective Date:

DocuSigned by:

4D0BD5B6D71648F...
Courtney Thompkins

Date: 12/16/2025 | 4:57:50 PM PST

Signed by:

153A099BA81B4FF...
Kim Neal

Date: 12/18/2025 | 3:57:22 PM PST

Signed by:

8E171113DF99477...
Ezra Dixon

Date: 12/18/2025 | 11:23:47 AM EST

American Civil Liberties Foundation of Pennsylvania

Signed by:

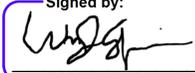
9C1A9C4A33F24E6...
By: _____

Name: Sara J. Rose

Title: Counsel for Plaintiffs

Date: 12/18/2025 | 6:59:45 AM PST

Reed Smith LLP

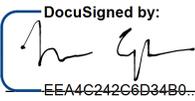
Signed by:

EC9E745BC56342E...
By: _____

Name: William J. Sheridan

Title: Counsel for Plaintiffs

Date: 12/16/2025 | 2:49:42 PM PST

City of McKeesport

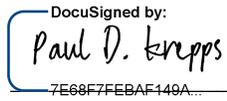
By:  EEA4C242C6D34B0...

Name: Mike Cherepko

Title: Mayor

Date: 12/23/2025 | 12:02:35 PM EST

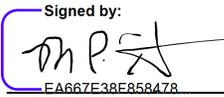
Marshall Dennehey

By:  7E68F7FEBAF449A...

Name: Paul D. Krepps

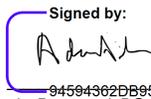
Title: Counsel for Defendants City of McKeesport, Mark Steele, Adam Alfer, and Dante Diberadin

Date: 12/19/2025 | 9:47:17 AM PST

Signed by:  EA667E38E858478

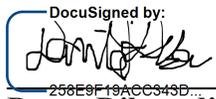
Mark Steele

Date: 12/30/2025 | 10:09:20 PM PST

Signed by:  84594362DB95429...

Adam Alfer

Date: 12/22/2025 | 10:10:07 AM PST

DocuSigned by:  258E9F19ACC343D...

Dante Diberadin

Date: 1/11/2026 | 4:02:30 PM PST