

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

JULES MARQUIS WILLIAMS,

Plaintiff,

vs.

ALLEGHENY COUNTY, DAVID
ONYSHKO.

Defendants.

Civil Action No. 2:17-cv-01556

RELEASE AND SETTLEMENT OF ALL CLAIMS

This Release and Settlement of All Claims ("Settlement Agreement") is entered this 24 day of May, 2022 by and between Plaintiff, Jules Marquis Williams and Defendant Allegheny County.

IT IS FURTHER ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT:

1. Plaintiff Jules Marquis Williams, for and in consideration of the payment of the sum of THREE HUNDRED THOUSAND (\$300,000.00) THOUSAND DOLLARS and no cents), representing the liquidation in full of any and all claims against Defendant Allegheny County its officers, agents and employees as described in the Complaint filed in the lawsuit at No. 2:17-cv-01556 in the U.S. District Court for the Western District of Pennsylvania, including any and all claims for civil rights violations, bodily injury, emotional distress, psychiatric and/or psychological injury, personal injury of any type, and any other claim that was or could have been presented in the aforesaid lawsuit do

forever release, acquit, and discharge Defendant Allegheny County, and all its past, present, and future officers, officials, employees, agents, attorneys, representatives, successors, heirs, and assigns, of and from any and all manner of claims, actions, causes of action, suits in law or equity, debts, contracts, judgments, and demands of any kind whatsoever, both known and unknown, foreseen and unforeseen, which I now have pertaining to or arising out of any incarceration of mine in the Allegheny County Jail, including, without limitation, all claims relating to or arising out of all incidents, events, and allegations that were or could have been asserted in the civil action filed by me at No. 2:17-cv-01556 in the U.S. District Court for the Western District of Pennsylvania, and all other claims by me that have been or could have been asserted by me against Allegheny County up to the date of this Settlement Agreement.

2. This Settlement Agreement does not resolve Plaintiff's claim for attorneys' fees and costs. Defendants agree that Plaintiff's attorneys may file a petition for fees and costs with the Court if Plaintiff's counsel and Defendants are unable to reach a resolution of the attorneys' fees.

3. Plaintiff will do all things necessary to effectuate the completion and execution of this Settlement Agreement, and her counsel is hereby instructed by Plaintiff to do all things necessary to effectuate the completion and execution of this Settlement Agreement.

4. Plaintiff will complete W-9 tax forms and Vendor Creation Forms as required by the Allegheny County Controller to process the settlement payment.

5. Defendant Allegheny County will make payment of the aforesaid THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS and no cents, by check made payable to: O'Brien Coleman & Wright, LLC. It is agreed by all parties that O'Brien Coleman & Wright, LLC will be the payee under this Settlement Agreement. The payment shall be made to and delivered to Plaintiff's counsel of record, O'Brien Coleman & Wright, LLC.

6. Payment from Defendant Allegheny County under this Settlement Agreement will be due within a reasonable period, but not more than 90 days after receipt by counsel for Defendant Allegheny County of this Settlement Agreement properly executed by Plaintiff.

- a. a W-9 form properly executed by Plaintiff's counsel;
- b. a Vendor Creation Form, if necessary, properly executed by Plaintiff's counsel;

7. With the exception of payment of Plaintiff's attorneys' fees, which will be covered by a separate agreement or decided by the Court, the aforesaid payment will constitute all monies due to Plaintiff from Defendant Allegheny County and is hereby accepted as such by Plaintiff and her counsel.

8. Plaintiff will cause the instant lawsuit, *to wit*, the civil action filed at No. 2:17-cv-1556 in the U.S. District Court for the Western District of Pennsylvania to be dismissed with prejudice as to Allegheny County and all other Defendants upon final resolution of her attorneys' petition for fees and costs. Plaintiff will also immediately discontinue with prejudice any other administrative claims, legal proceedings, and/or actions that she may have pending before any entity or body against Allegheny County pertaining to her incarceration at the Allegheny County Jail.

9. It is agreed and understood that Plaintiff is solely responsible for all tax liabilities and consequences, if any, related to her receipt of settlement monies pursuant to this Settlement Agreement, and Allegheny County will bear no responsibility for such liabilities or consequences, if any.

10. This Settlement Agreement is in compromise of a disputed claim or claims embodied in the lawsuit filed by Plaintiff and is entered into to avoid further costs and expenses of protracted litigation of this lawsuit. Neither this Settlement Agreement nor the payment being made hereunder shall be construed as an admission of liability or wrongdoing on the part of Allegheny County, its officers, officials, employees, agents, attorneys, representatives, successors, heirs, and/or assigns, such liability and/or wrongdoing being expressly denied on behalf of and by Allegheny County.

11. Plaintiff further promises not to initiate a lawsuit, administrative action or to bring any other claim against Allegheny County or any of its present or former officers, agents, employees or representative arising out of or in any way related to her incarceration at the Allegheny County Jail in 2015.

12. The Plaintiff will not disparage the Defendants' who are natural persons for any matter that is or could have been included in this lawsuit or otherwise take any action which could reasonably be expected to adversely impact the individual Defendants' personal or professional reputation. However, subject to the foregoing restriction, nothing in this Settlement Agreement shall prevent the Plaintiff from advocating for a general reform related to Allegheny County or the Allegheny County Jail or matters of general public interest.

13. Plaintiff, for herself and her heirs, executors, and assigns, agrees to defend, indemnify, and hold harmless Allegheny County and its officers, officials, employees, agents, attorneys, representatives, successors, heirs, and assigns, from all future claims, demands, suits for damages or equitable relief, costs, loss of services, expenses, and/or compensation that she or others have or may have in any way arising out of the incidents set forth in the Complaint(s) and/or Amended Complaint(s) described above, including without limitation, any liabilities, orders, or judgments for tax liability or obligations asserted by anyone against Defendant Allegheny County or its officers, agents, attorneys,

or representative in connection with the payment made pursuant to this Settlement Agreement.

14. It is further agreed and understood that if any term, condition, or provision of this Settlement Agreement shall be determined by a court of competent jurisdiction to be void or invalid, then only such term, condition, or provision determined to be void or invalid will be stricken from the Settlement Agreement, and the remainder of the Settlement Agreement will continue in full force and effect in all other respects. This Settlement Agreement will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

15. Plaintiff hereby agrees and represents that she does not owe any taxes or other indebtedness to Allegheny County. As part of the terms and conditions of this Settlement Agreement, Allegheny County may perform a search of its taxing records to confirm that Plaintiff is current on her taxes and is not otherwise indebted to Allegheny County. If Plaintiff is not current on her taxes and/or owes other indebtedness to Allegheny County, Allegheny County may deduct from Plaintiff's settlement proceeds any such taxes or indebtedness. If there are no outstanding taxes or indebtedness, Allegheny County will process the settlement payment to Plaintiff as otherwise described herein.

16. This Settlement Agreement may be executed in counterparts.

18. Plaintiff declares that she has carefully read this General Release and Settlement of All Claims, knows and understands its contents, knows and understands that by signing this General Release and Settlement of All Claims she is releasing certain rights in accordance with this Settlement Agreement, has conferred with her counsel concerning the terms of this Settlement Agreement and concerning the consequences of her signature hereon, and signs this Settlement Agreement as her free and voluntary act with the intent to be bound legally by it. Plaintiff agrees to this Settlement Agreement for the purpose of making a full and final adjustment and resolution of the matters contained in the instant lawsuit.

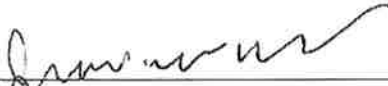
16. This Agreement is subject to and conditioned upon the execution of the Pro Tanto Settlement Agreement And Release between Williams' Attorneys and Defendant Allegheny County in this action and together constitutes and contains the entire agreement and understanding between the parties.

17. This General Release and Settlement of All Claims constitutes and contains the entire agreement and understanding between Plaintiff Jules Marquis Williams and Defendant Allegheny County in this action. The terms of this Settlement Agreement are contractual and are not mere recitals.

IN WITNESS HEREOF AND INTENDING TO BE LEGALLY BOUND
LEGALLY, the undersigned have set their hands and seals this 24 day of
May, 2022.

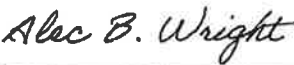
AGREED TO AS TO SUBSTANCE AND FORM:

WITNESS:




Jules Marquis Williams
Plaintiff

As to form:



Alec B. Wright, Esquire
Counsel for Plaintiff and
as the representative of
O'Brien Coleman & Wright, LLC

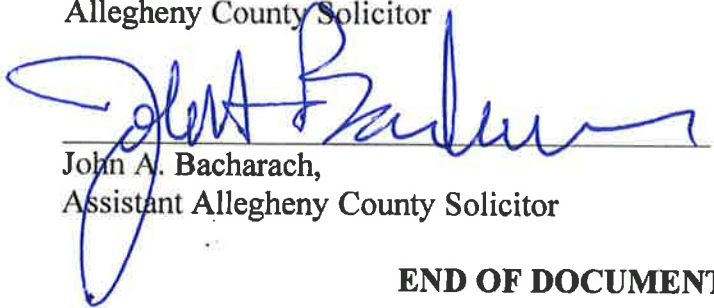


Sara Rose, Esquire on behalf of the
ACLU of Pennsylvania

As to Form:



Andrew F. Szefi,
Allegheny County Solicitor



John A. Bacharach,
Assistant Allegheny County Solicitor

END OF DOCUMENT.