

STATE OF NORTH CAROLINA

COUNTY OF WAKE

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and entered into this 31st day of October, 2017, by and between Sanina Langston Williams, as Administratrix of the Estate of Isaiah Lavont Langston and Sanina Langston Williams, individually ("Plaintiffs") and Liberty Mutual Insurance Company ("Liberty Mutual" or "Insurer"), insurer of the Wake County Board of Education ("Board"), its agents and employees, including Tommy Moore, Jermaine Evans, Anthony McKoy and Brad Farrell, ("Defendants" or "Insureds"), (collectively "Parties").

WHEREAS, litigation was instituted by Plaintiffs captioned *Sanina Langston Williams, as Administratrix of the Estate of Isaiah Lavont Langton and Sanina Langston Williams, individually, v. Wake County Board of Education, Tommy Moore, Jermaine Evans, Anthony McKoy, and Brad Farrell, in their individual and official capacities*, in Wake County Superior Court Case No. 16-CVS-009813 (hereinafter "Action").

WHEREAS, Isaiah Langston was a student enrolled at Rolesville High School in the Wake County Public School System during the 2014-2015 school year;

WHEREAS, Plaintiffs allege that Isaiah Langston suffered a concussion after he collided with a teammate during football practice on September 27, 2014;

WHEREAS, Plaintiffs allege that concussion protocols were not followed and Isaiah Langston returned to play in a football game on September 29, 2014;

WHEREAS, Plaintiffs allege that Isaiah Langston participated in program drills and warm ups and subsequently collapsed from a medical emergency and died thereafter.

WHEREAS, Plaintiffs allege that the Board and/or certain agents or employees of the Board were negligent and are therefore liable for the death of Isaiah Langston;

WHEREAS, Plaintiffs have demanded compensation from Defendants for such alleged damages;

WHEREAS, the Board, for itself and on behalf of the Board's past and present agents and employees, has consistently denied, and continues to deny, any negligence, liability or wrongdoing whatsoever, intentional or otherwise, arising out of or connected with any alleged injury or the death of Isaiah Langston;

WHEREAS, the Board's Insurer, Liberty Mutual Insurance Company and its underwriting carrier, The Netherlands Insurance Company, provides certain liability coverage for the Board and its employees and has participated in mediation with Plaintiffs;

WHEREAS, despite Defendants' persistent denials of liability, negligence, or wrongdoing, Liberty Mutual wishes to resolve this matter on behalf of itself, the Board and any past or present agents or employees of the Board to avoid the cost, disruption, and uncertainty of further litigation, including potential appeals;

WHEREAS, Plaintiffs likewise wish to resolve this matter to avoid the cost, disruption, and uncertainty of further litigation; and

WHEREAS, the plain intent of this Agreement is to resolve and conclude forever any and all possible claims of Plaintiffs against Defendants arising out of incidents or events involving the Action and to terminate this litigation for all parties.

NOW, THEREFORE, in consideration of the promises, releases, and other consideration contained herein, the receipt and adequacy of which are hereby expressly acknowledged, the Parties agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 In consideration of the payment set forth in Section 2, Plaintiffs hereby completely release and forever discharge the Wake County Public School System, all officers, agents and employees of the Wake County Public School System, the Wake County Board of Education and its members, Tommy Moore, Jermaine Evans, Anthony McKoy, Brad Farrell, the Board's representatives, agents, attorneys, successors and assigns, insurers, including but not limited to the Board's Insurer Liberty Mutual Insurance and its underwriter The Netherlands Insurance company (collectively, "Released Parties"), in their official and individual capacities, from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, including attorneys' fees, whether based on statute, tort, contract, constitutional, or other theory of recovery, whether at law or equity, civil or criminal, known, or unknown, which the Plaintiffs now have, or which may hereinafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incidents alleged in, (or which could have been alleged in) the Action, including, without limitation, any and all known or unknown claims for bodily and personal injuries and/or mental or emotional injury, any claims under North Carolina law, or any other federal, state, city, county or local statute or ordinance, civil, criminal or administrative law, the common law, any term, provision or amendment to the Constitution of the United States of America or the Constitution of the State of North Carolina, or otherwise, or any claims for intentional or negligent infliction of emotional distress, negligent supervision/retention, wrongful death, psychological injury, disability, medical expenses, loss of income, injury to character and reputation, loss of earning capacity, loss of use, support, consortium or affection, pain and suffering, mental distress and any other injuries or damages and any and all other claims of any

kind whatsoever, including, without limitation, general or compensatory damages or payment of any kind, or any claims of Plaintiffs' representatives or heirs, at any time up to the execution of this Agreement ("Released Claims"). Plaintiffs agree to defend against and indemnify the Released Parties for any and all claims by and/or judgments in favor of Plaintiffs, in any way related to the Released Claims.

1.2 This release, on the part of the Plaintiffs, shall be a fully binding and complete settlement among the Plaintiffs, the Board and its Insurer, and their heirs, assigns and successors.

1.3 Plaintiffs acknowledge and agree that the release and discharge set forth above is a general release. Plaintiffs expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Plaintiffs do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiffs' decision to enter into this Agreement. The Plaintiffs further agree that Plaintiffs have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiffs assume the risk that the facts or law may be other than Plaintiffs believe. It is understood and agreed to by the parties that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of the Insured, by whom liability is expressly denied.

1.4 Plaintiffs further warrant that no promise or inducement not herein expressed has been made, and that in entering this Agreement, Plaintiffs do not rely upon any statement or representation made by any Released Party, including their attorneys, agents, employees, or representatives, concerning the nature, extent, or duration of any injuries, losses, or damages, or the tax consequences, or the legal liability therefor, which result from or may be a consequence

of the Released Claims. Plaintiffs further agree that they have accepted the obligations herein as a complete compromise of matters involving disputed issues of law and fact contained in the Action. It is understood and agreed to by the Parties that this settlement is a compromise of disputed claims, and the agreements are not to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied. The Plaintiffs agree that no further action may be filed against the Released Parties or their employees based on the Released Claims or the related events and circumstances.

1.5 Further, for the consideration aforesaid, Plaintiffs do expressly stipulate and agree to defend, indemnify and hold forever harmless the Released Parties jointly and severally against any and all claims, liens, demands or actions which may hereinafter at any time be made or instituted against the Released Parties, or any of them by the Plaintiffs or by anyone on their behalf for the purpose of enforcing a claim for damages, to include any payments, expenses, and attorney's fees on account of the injuries described above. Plaintiffs agree to defend against and indemnify the Released Parties for any and all claims by and/or judgments in favor of any of Plaintiffs in any way related to the Released Claims.

2.0 PAYMENT

In consideration of the release set forth above and to avoid the cost and disruption of further litigation, including possible appeals, Liberty Mutual agrees to pay the amount of forty-five thousand dollars and no cents (\$45,000.00), said funds to be designated and disbursed to the trust account of Crumley Roberts, LLP, counsel for Plaintiffs, to be disbursed in such amounts as determined by Plaintiffs consistent with the terms of this Agreement.

3.0 DISMISSAL WITH PREJUDICE

3.1 Prior to execution of this Agreement, Plaintiffs have dismissed any and all charges, actions, claims, and all allegations included or that could have been included in the Action against individual defendants Tommy Moore, Jermaine Evans, Anthony McKoy and Brad Farrell.

3.2 Upon execution of this Agreement and receipt of the consideration described below, Plaintiffs will immediately dismiss with prejudice and withdraw any and all charges, actions, claims, and all allegations included or that could have been included in the Action and releases the Released Parties as set forth below. Upon execution of this Agreement, Plaintiffs agree to the execution and filing of a Voluntary Dismissal With Prejudice in the form attached hereto as Exhibit A, which shall be filed with the Court to dismiss the entire Action.

4.0 VOLUNTARY EXECUTION AND WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Each party represents and warrants to the other parties that: (a) Such party has been fully informed of and has full knowledge of the terms and contents of this Agreement; (b) Such party has received the counsel and assistance of such party's attorney(s) with respect to all aspects of this Agreement, including but not limited to, the terms, contents, and consequences of this Agreement; (c) Such party is authorized to execute this Agreement in his or her name, being under no disability and being of sufficient age by law to do so; and (d) Such party has executed this Agreement, or has caused this Agreement to be duly and properly executed by its authorized officers and/or representatives, as the party's own free and voluntary act, with the intention to be bound hereby.

The Parties and their representatives warrant that they are legally competent to execute this Agreement and represent that before executing this Agreement they were fully informed of

its contents and meaning through consultation with legal counsel and that they have executed it with full knowledge and understanding of its contents and its legal consequences and of their own free will.

Plaintiffs further represent and warrant that no other entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein and that Plaintiffs have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

5.0 DENIAL OF LIABILITY AND ADEQUACY OF CONSIDERATION

The Parties hereby acknowledge that the terms of this Agreement amount to a full, complete, final and binding compromise of matters involving disputed issues; that the terms shall not be considered admissions by any party hereto of any liability or wrongdoing, that the Board, its officers, agents and employees, and Insurers deny any such liability or wrongdoing; that no past or present wrongdoing on the part of any party shall be implied by any terms of this Agreement; and that this Agreement is supported by mutual, adequate, and binding consideration. The Parties agree not to represent to any person that the settlement or payment provided herein is an admission of wrongdoing, fault, or legal responsibility or an admission of coverage under any coverage agreement on the part of any Party. It is expressly understood that the settlement and payment hereunder is made for the purpose of reaching an early resolution of this matter, thus avoiding the expense and disruption of continued litigation, including the expense to all Parties of possible appeals and further proceedings. This Agreement shall not be admissible as evidence of liability, wrongdoing, legal responsibility, coverage, or otherwise, in any proceeding of any kind. Notwithstanding the foregoing, in the event that an action is

commenced by or on behalf of a Party against any firm, corporation, or other entity, specifically including, but not limited to Defendants or Released Parties, in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action.

6.0 NON-DISPARAGEMENT

The Parties agree not to disparage one another, directly or indirectly, in connection with any matters set forth in this Agreement, and agree that any responses to inquiries or other comments about the Action be limited solely to a statement that the case has been settled and the settlement agreement speaks for itself. The Parties further agree to use their best efforts to assure that their clients, heirs, assigns, predecessors and successors in interest, insurers, agents, representatives and those in privity therewith, do not disparage one another in connection with matters arising out of this Agreement.

7.0 EXPENSES AND LIENS

Plaintiffs acknowledge that they are solely responsible for the payment of any and all of Plaintiffs' expenses including but not limited to medical expenses or bills, educational expenses, and/or attorney expenses, bills, or liens and hereby agree to defend and indemnify the Released Parties, re-insurers, or any other individual or entity to whom Plaintiffs released in this Agreement from any claim against them/it for any of Plaintiffs' expenses including, but not limited to, medical expenses or bills and/or attorney expenses, bills or liens arising in any way from the matters raised or that could have been raised above.

8.0 INDEMNIFICATION

A. Medical Expenses and Liens. Plaintiffs acknowledge that they will be responsible for using the proceeds of the settlement to satisfy any and all presently existing medical debts, including, but not limited to, additional liens or subrogation rights arising from their receipt of medical services, public assistance, Medicare or Medicaid benefits. Plaintiffs shall be solely

responsible in the event the amounts in Section 2.0 are insufficient to completely satisfy any and all medical liens and expenses, including Medicaid liens, if any. All Parties acknowledge that the Board and its Insurer shall not be responsible for the payment of any medical expense on behalf of Plaintiffs. Plaintiffs acknowledge that they are solely responsible for the payment of any and all existing or future expenses including, but not limited to private insurance or Medicaid liens and other medical expenses, and hereby agree to defend and indemnify the Board, its insurers, re-insurers, or any other individual or entity whom Plaintiffs released in this Agreement from any claim against them for any of Plaintiffs' expenses including, but not limited to, any Medicaid lien or other medical expenses arising in any way from the matters raised or that could have been raised in the Action. If such a lien or reimbursement right is asserted, against the proceeds herein or against the Released Parties, then the undersigned Plaintiffs covenant to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Released Parties from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement right by any entity having such lien or reimbursement right. All Parties acknowledge that neither the Board nor any other of the Released Parties shall be responsible for the payment of any medical expense on behalf of Plaintiffs.

B. Third Parties. Plaintiffs agree that, to the full extent this provision is permissible and enforceable under applicable law, they will not institute any legal or administrative proceedings against any of the Released Parties pursuant to any other laws, state, local or federal, as to any matter based upon, arising out of, or related to any of the events described in the Action.

Plaintiffs further agree that, to the full extent that this provision is permissible and enforceable under applicable law, in the event any person or entity institutes any legal or administrative proceedings on their behalf, they hereby waive and forfeit any right to recover under said claim, and will cooperate with any efforts to have such claim dismissed. Plaintiffs agree not to solicit or encourage claims or suits by third parties against Released Parties and Plaintiffs will not participate in such claims or suits except in response to lawful process or court order. In the event that an action is commenced on behalf of Plaintiffs in violation of the terms hereof, this Agreement may be pled in bar of any such action, and the party so pleading this Agreement shall be entitled to injunctive relief and the full, unconditional cooperation of Plaintiffs in efforts to have such claim dismissed.

9.0 TAXES

Plaintiffs acknowledge that they are solely responsible for considering and complying with any tax consequences to them of this Agreement. In this regard, Plaintiffs agree to seek and obtain the advice of a qualified professional in complying with the tax consequences of this Agreement. Plaintiffs request that the payment set forth in this Agreement be paid in the manner specified in Section 2.0 of this Agreement and forever absolve the Released Parties for the manner in which the payment is tendered.

10.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Agreement, Plaintiffs represent that they have read the terms of this Agreement and that those terms are fully understood and voluntarily accepted by Plaintiffs. In entering into this Agreement, Plaintiffs have retained and consulted with Plaintiffs' own independent attorney selected by Plaintiffs of their own free will, and have fully and freely consulted with him on matters relating to this settlement and its terms and conditions. Plaintiffs

acknowledge that this Agreement has been negotiated by the respective Parties through counsel. Plaintiffs warrant, represent, and agree that Plaintiffs are not relying on the advice of the Released Parties or anyone associated with them, including their attorneys, as to the legal, tax, financial or other (favorable or adverse) consequences of any kind arising out of this Agreement. Plaintiffs acknowledge that neither the Released Parties nor their legal or insurance representatives may refer any advisor, attorney, or firm for such professional advice. Accordingly, Plaintiffs hereby release and hold harmless the Released Parties and any and all counsel for the Released Parties from any claim, cause of action, or other rights of any kind which the Plaintiffs may assert because of the legal, tax or other consequences of this Agreement. Plaintiffs represent and warrant that Plaintiffs have read and discussed this Agreement fully with Plaintiffs' attorneys and fully understand its terms and conditions, and voluntarily accept them as Plaintiffs' own free and voluntary act.

11.0 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the law of the State of North Carolina.

12.0 ADDITIONAL DOCUMENTS

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

13.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

This Agreement supersedes any prior understanding or agreement between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, relating to the subject matter of this Agreement. No changes, amendments, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the Parties.

14.0 ATTORNEYS' FEES AND COSTS

All parties to this Agreement shall bear all attorneys' fees and expenses of their own counsel in any way connected with the Action. In addition, all parties to this Agreement shall bear their own litigation and other costs. All parties agree not to pursue reimbursement or costs from one another in any way.

15.0 SEVERABILITY

The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable, the other parts shall remain fully valid and enforceable so long as Sections 1.0 (Release and Discharge) and 2.0 (Payment) remain in full force.

16.0 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

17.0 FURTHER ASSURANCES

The Parties shall execute all instruments and shall take all such actions as are requested and appropriate to effectuate this Agreement.

18.0 OPPORTUNITY TO CURE

In the event that a party believes that the other party is in breach of this Agreement, the party's initial sole recourse is to provide written notice to the other party of the purported breach

and to give the party an opportunity to take reasonable measures to cure the breach. Any action to enforce this Agreement can only be initiated in the event that the other party has failed to take reasonable measures to cure a breach after first receiving thirty (30) days' written notice. This document will be interpreted in favor of maintaining the binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties to this Settlement Agreement And Release Of Claims have hereunder set their respective hands and seals on the day and year first above written.

SANINA LANGSTON WILLIAMS,
as Administratrix of the Estate of Isaiah Lavont Langston
and individually



Sanina Langston Williams (SEAL)

LIBERTY MUTUAL INSURANCE COMPANY


By:  _____ (SEAL)
Authorized Representative

EXHIBIT A
VOLUNTARY DISMISSAL WITH PREJUDICE

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing *Notice of Voluntary Dismissal With Prejudice* was duly served this date upon all counsel by placing it in the United States mail, postage prepaid, addressed to:

Deborah R. Stagner
N.C. State Bar No. 24543
150 Fayetteville Street, Suite 1800
P.O. Box 1151
Raleigh, North Carolina 27602-1151
Attorneys for Defendants

This the _____ day of _____, 2017.

CRUMLEY ROBERTS, LLP