

## **SETTLEMENT AND RELEASE AGREEMENT**

THIS SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made and entered into by and between Joseph Ehinger (“Plaintiff”), City of Jackson, Missouri (“Jackson”) and Redson Group, LLC d/b/a Executive Property Management (“Redson”). All parties to this Agreement are referred to collectively as the “Parties”.

WHEREAS, Plaintiff is the former owner of the property located at 2798 Mansfield Place, Jackson, MO 63755 (the “Property”); and

WHEREAS, Plaintiff alleges the Property sustained damaged after a rain storm that Plaintiff and his insurer, State Farm, paid for; and

WHEREAS, the Parties are currently engaged in a lawsuit over alleged damage to the Property in the Circuit Court of Cape Girardeau County, Missouri styled *Ehinger v. Executive Property Management, LLC, et al.*, Case No. 21CG-CC00199 (the “Lawsuit”), wherein Plaintiff has alleged that Jackson and/or Redson are liable to compensate Plaintiff for such damage; and

WHEREAS, the Parties desire to fully and finally compromise, resolve and settle the Lawsuit;

NOW THEREFORE, in consideration of the foregoing recitations and the mutual and reciprocal promises contained herein, the Parties hereby agree to a full and complete settlement and release as follows:

1. **RECITALS.** The recitals above are made a full part of this Agreement.
2. **PAYMENT.** Within 30 days after the Parties sign this Agreement, Jackson and Redson agree to pay Plaintiff the sum of \$12,500.00, made out to "McMahon Hill, LLC/Claim No. 25-09S6-44N” and to be paid as follows:
  - a. \$6,250.00 paid by Jackson; and
  - b. \$6,250.00 paid by Redson; and

3. **DISMISSAL WITH PREJUDICE.** Within 10 days after receipt of the \$12,500.00 payment, Plaintiff shall dismiss the Lawsuit with prejudice.

4. **ATTORNEYS' FEES AND COSTS.** Each party shall be responsible for their respective attorney's fees and costs incurred in this matter.

5. **RELEASES.** Plaintiff for himself, his heirs, insurers, legal representatives, business entities, administrators, successors, assigns, trustees, agents, servants, attorneys, attorneys-in-fact, and anyone claiming by, through or under any of them, does hereby waive his right to sue and COMPLETELY RELEASES AND FOREVER DISCHARGES Jackson, Redson, and each of their heirs, legal representatives, business entities, administrators, successors, assigns, trustees, agents, servants, attorneys, attorneys'-in-fact, officers, elected officials, insurers or participating risk pools (including but not limited to Missouri Intergovernmental Risk Management Association), directors, owners, employees and any and all of them, of and from any manner of liabilities, actions, suits, debts, judgments, claims, decisions, controversies, demands and damages whatsoever, in law or in equity, which Plaintiff has ever had, now has, or may hereinafter have, arising or accruing from the beginning of time to the date of this Agreement, whether known or unknown, including all claims which were raised or could have been raised in the Lawsuit. For the avoidance of doubt, Plaintiff acknowledges that the Lawsuit includes but is not limited to a subrogation claim by State Farm, and by entering this Agreement, Plaintiff acknowledges the settlement and release of any and all claims by him personally, or by any insurer by or through him, including but not limited to State Farm.

Likewise, in consideration of the promises and forbearances made herein, Jackson and Redson mutually release each other (as well as any and all related or associated persons or entities as described in greater detail in this paragraph) from any claims that may have

existed or may have been raised against each other in the Lawsuit or as pertain in any way to the claims made or issues raised in the Lawsuit with respect to the Property.

6. **DENIAL OF LIABILITY.** It is expressly agreed by and between the Parties that the payment made herein is made solely for the purpose of terminating once and for all the Lawsuit as well as any other disputes or claims which any party may have against any other party arising from any facts now known or unknown. Jackson and Redson expressly deny any liability in the Lawsuit.

7. **ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, agreements, conditions and understandings among the parties concerning the matters set forth herein. There are no oral agreements or understandings among the parties hereto affecting this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them.

8. **ASSIGNMENT.** Plaintiff acknowledges and warrants that he has not at any time heretofore assigned to any other person or entity all or any portion of any claim or potential claim whatsoever.

9. **COUNTERPARTS.** The Parties acknowledge and agree that this Agreement may be executed in multiple counterparts, each of which bearing an original, photocopy, facsimile, or scanned signature shall be as fully effective as an original, but which together shall constitute only one agreement.

10. **GOVERNING LAW.** This Agreement and any controversy or claims arising out of or relating to this Agreement shall be governed by the laws of the State of Missouri. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and litigation costs from the non-prevailing party.

11. **SEVERABILITY.** To the extent that any provision of this Agreement shall be deemed invalid, the Parties agree that the remainder of this Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

  
\_\_\_\_\_  
Joseph Ehinger

Date: 08.08.2022

REDSON GROUP, LLC D/B/A EXECUTIVE PROPERTY MANAGEMENT

\_\_\_\_\_  
By: Jeremy Ferguson

Date: \_\_\_\_\_

CITY OF JACKSON, MISSOURI

\_\_\_\_\_

Date: \_\_\_\_\_

By: Dwain Hahs  
Mayor, City of Jackson, Missouri

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

By: Liza Walker  
City Clerk