

**FULL AND FINAL SETTLEMENT RELEASE AGREEMENT**

THIS SETTLEMENT AGREEMENT AND RELEASE is entered into between PLAINTIFF NICHOLAS BANNING (hereinafter referenced as "PLAINTIFF") and DEFENDANTS SHELBY COUNTY SHERIFF BRIAN MCREYNOLDS, DON KOONCE, CWENTON WILLIAMS, TONYA ATTEBERRY, DEVON DURBIN, BRANDON GATTON, DAINE BURKHEAD, MELISSA HAYNES, MEGAN WARNER, CHRIS ZAKOWSKI and SHELBY COUNTY, in any capacity, including its role as indemnitor as well as any and all potential parties including, but not limited to, any and all employees or agents of SHELBY COUNTY at any time and any and all individuals, entities, officials, board members, councils, commissions, corporations, associations, employees, agents, representatives, attorneys, insurers, CIRMA, Gallagher Bassett, affiliates, subsidiaries, assigns, consultants, officers, directors, shareholders, members, managers, partners, predecessors or successors (hereinafter referenced as "RELEASEES").

THE PARTIES acknowledge that this release is a global release.

**RECITALS**

WHEREAS, PLAINTIFF alleges that RELEASEES caused injuries to him during his incarceration in the Shelby County Jail more particularly described in case number 21-cv-03100 styled *Nicholas Banning v. Shelby County, Shelby County Sheriff Brian Mcreynolds, Don Koonce, Advanced Correctional Healthcare, Inc., Cwenton Williams, Tonya Atteberry, Devon Durbin, Megan Warner, Melissa Haynes, Brandon Gatton, Chris Zakowski, and Daine Burkhead*, pending in the United States District Court for the Central District of Illinois,

Springfield Division (sometimes referenced as the "lawsuit"). Pursuant to said cause of action, PLAINTIFF's claims arise out of actions occurring during his incarceration in the Shelby County Jail in March of 2020 as is more particularly described in the Lawsuit reference herein.

WHEREAS, RELEASEES dispute that they are liable for the injuries/damages alleged.

WHEREAS, it is the intent of the parties that this settlement agreement operate as and constitute a complete release of all claims of any nature that could be brought by PLAINTIFF against any DEFENDANT, known or unknown, arising out of or related in any way to his interactions with any individual associated with the Shelby County Jail, including, but not limited to, those individuals identified in the Lawsuit mentioned herein.

NOW, THEREFORE, in consideration of the promises, releases and covenants set forth herein, it is hereby agreed as follows:

**1. CONSIDERATION**

For the sole and only consideration of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) paid by Shelby County on behalf of RELEASEES, the receipt and sufficiency of which is hereby acknowledged, PLAINTIFF acting on his own behalf through the advice of counsel does hereby fully and forever release, remise and acquit RELEASEES from all claims of whatsoever kind or nature at law or in equity for injuries or damages which PLAINTIFF has or may hereinafter have arising out of actions associated with, leading up to and/or resulting in the interaction between PLAINTIFF and any agent of

SHELBY COUNTY. This covers all time periods and all possible claims and injuries, including, but not limited to, those specifically described in the Lawsuit pending in the United States District Court for the Central District of Illinois referenced herein.

The check will be provided within 30 days of receipt of the signed release and executed documents.

**2. THIS AGREEMENT ENCOMPASSES ALL POSSIBLE CLAIMS**

PLAINTIFF declares and agrees that this release and settlement is intended to cover and does cover any and all injuries, losses and damages, including all of the effects and consequences thereof relating to the claims set forth in PLAINTIFF's lawsuit referenced herein.

PLAINTIFF declares and agrees that without limiting the foregoing language, PLAINTIFF hereby releases and discharges the above-described persons (RELEASEES) from any and all actions, claims or demands that he may have and could have brought pursuant to any federal or state statute or common law, or the United States Constitution or the Illinois Constitution related in any way to the acts, injuries or events referenced in the Lawsuit filed herein.

PLAINTIFF acknowledges and agrees that this release and discharge set forth above is a general release for all claims related in any way to the acts, injuries or events referenced in the Lawsuit filed herein.

PLAINTIFF expressly waives and assumes the risks of any and all claims for damages which exist as of this date and of which he does not know or expects to exist whether through ignorance, oversight, error, negligence or otherwise and which if known would materially affect his decision to enter into this settlement agreement.

**3. GOOD FAITH**

PLAINTIFF declares and agrees that this release is entered into in good faith and that in doing so he has considered the extent of the damages as well as the uncertainty of litigation.

**4. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST**

PLAINTIFF declares and agrees that before signing this settlement agreement, he has fully informed himself of the contents and the meaning and has executed it with full knowledge thereof after consultation with his own counsel.

**5. PARTIES HAVE NOT BEEN IMPROPERLY COMPROMISED**

PLAINTIFF declares and agrees that no promise or agreement not herein expressed has been made to him, and that in executing this release, he is not relying upon any statement or representation made by the parties hereby released or their agents or attorneys, or any other person concerning the nature, extent or duration of the injuries and damages or concerning any other thing or matter, but is relying solely upon his own judgment with the consult of his attorney.

**6. RELEASEES DO NOT ADMIT LIABILITY**

PLAINTIFF agrees that the payment of the above sum is in full accord and satisfaction of a disputed claim, is made to avoid the expense and delay of further investigation and litigation and is not to be construed or used as an admission of any liability whatsoever by or on behalf of the above-named parties (RELEASEES). Each of the RELEASEES hereby expressly denies liability.

PLAINTIFF agrees that the payment specified herein is a complete compromise of matters involving disputed issues of law and fact.

**7. LIENS ARE THE RESPONSIBILITY OF PLAINTIFF AND HIS COUNSEL**

PLAINTIFF agrees that the RELEASEES have not been given notice of any liens or claims for billing or liens against the individual defendants or Shelby County. It is understood and agreed that neither Shelby County nor any of its agents or employees past or present shall be responsible for any sums presently owed to any and all hospitals, doctors or other health care providers for services rendered in connection with the injuries allegedly sustained. Liens and subrogation interests are the responsibility of PLAINTIFF.

PLAINTIFF declares and agrees that he shall indemnify and hold harmless the persons and parties hereby released from all further claims, demands, damages, controversies, rights, rights of action, attorneys' fees and costs arising out of or on account of the claims, injuries and damages claimed with respect to the injuries sustained by him in March of 2020 as described in the Lawsuit referenced herein.

NOTWITHSTANDING the foregoing, PLAINTIFF agrees that in the event there are known or unknown outstanding claims or subrogation interests of any type against the settlement proceeds, including with any private or governmental entity, PLAINTIFF will be responsible for satisfying such claims or liens out of the settlement proceeds and agrees to hold harmless and indemnify the persons and parties released herein (RELEASEES) with respect to any claims, liens or interests and all costs and expenses, including attorneys' fees in connection therewith.

THE PARTIES are aware of a lien by Medicaid in the amount of \$49.23. PLAINTIFF confirms that there is no Medicare Lien. It is understood and agreed that neither Shelby County nor any of its agents or employees past or present or its insurers shall be responsible for any sums presently owed to any and all hospitals, doctors or other health care providers, Medicare and Medicaid for services rendered in connection with the injuries allegedly sustained. Liens and subrogation, Medicare and Medicaid interests are the responsibility of PLAINTIFF.

THE PARTIES are aware and acknowledge that Plaintiff's medical bills were paid by his insurance carrier, Blue Cross Blue Shield. Plaintiff declares and agrees that no lien has been asserted by this provider. However, to the extent any type of recovery is sought for any medical bill associated with this claim, PLAINTIFF is responsible for such amounts from this settlement amount.

**8. THIS SETTLEMENT IS INCLUSIVE OF ATTORNEYS' FEES AND ALL COSTS AND PLAINTIFF AND HIS COUNSEL RELEASE ALL CLAIMS FOR SAME**

PLAINTIFF and his attorneys of record, including, but not limited to, MEYER & KISS, LLC, release and forever discharge any claim they have, could have had or did have regarding the collection of attorneys' fees and costs incurred or resulting from the claims set forth in the Lawsuit identified herein, whether resulting from 42 U.S.C. Section 1988 or any other provision of federal or state law.

ACCORDINGLY, this settlement is inclusive of any and all attorneys' fees, litigation costs or other costs related in any way to this matter. All fees owed or earned shall be paid out of this settlement by PLAINTIFF to his attorneys.

IT IS FURTHER AGREED that PLAINTIFF is responsible for all such fees or costs he has incurred, and further states that no claim for attorneys' fees or any costs exists outside this agreement. If any claim for attorneys' fees or litigation costs related to this matter is made against the RELEASEES by the attorneys of record in this case, MEYER & KISS, LLC, and any attorney affiliated with the law firm, PLAINTIFF shall defend and hold harmless such released party upon notice of the same and shall indemnify such released party for any such claim if they are caused to pay or expend funds in defense of such claim. No party nor their attorneys have knowledge of any attorney lien or claim for fees or costs other than as may be paid out of the EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) total and final settlement payment specified herein.

**9. PLAINTIFF AGREES TO DISMISS THIS CLAIM WITH PREJUDICE**

PLAINTIFF agrees to the dismissal with prejudice of the Lawsuit now pending in the United States District Court for the Central District of Illinois bearing case number 21-cv-03100, styled *Nicholas Banning v. Shelby County, Shelby County Sheriff Brian Mcreynolds, Don Koonce, Advanced Correctional Healthcare, Inc., Cwenton Williams, Tonya Atteberry, Devon Durbin, Megan Warner, Melissa Haynes, Brandon Gatton, Chris Zakowski, and Daine Burkhead*, within 3 days of receipt of the settlement funds by PLAINTIFF's counsel.

PLAINTIFF agrees to execute and provide to counsel for RELEASEES all documents reasonably necessary to facilitate issuance of the settlement check, including executing this release and any needed W-9 forms for the payees.

**10. EFFECTIVENESS**

This settlement agreement shall become effective immediately upon its execution.

**11. COMPETENCY**

PLAINTIFF respectively intends, declares and agrees that he is emotionally, mentally and physically capable of making a decision agreeing to this settlement as of the date of executing this agreement.

PLAINTIFF respectively intends, declares and agrees that he has read and fully understood all matters and terms set forth in this release and settlement agreement and that he is competent to execute the agreement.

Counsel for PLAINTIFF agrees with this statement.



THIS SPACE INTENTIONALLY LEFT BLANK

I have read the foregoing settlement agreement and release and fully understand it.

Signed and sealed before me on 4/11/2025, 2025.

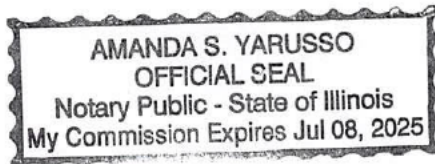
**NICHOLAS BANNING, PLAINTIFF**

By: 


NICHOLAS BANNING

STATE OF IL )  
COUNTY OF Cook ) SS

On this 11 day of April, 2025, before me personally appeared NICHOLAS BANNING, known to me to be the same person who executed the above and foregoing release, and who this day acknowledged that he executed the same as his free act and deed for the uses and purposes therein set forth.



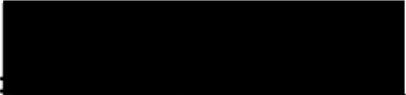
SEAL

  
Notary Public

I have read the foregoing settlement agreement and release and fully understand it and agree with paragraphs 8 and 11 regarding attorneys' fees and costs and competency.

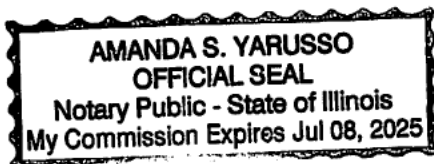
Signed and sealed before me on 4/11/2025, 2025.

**MEYER & KISS, LLC**

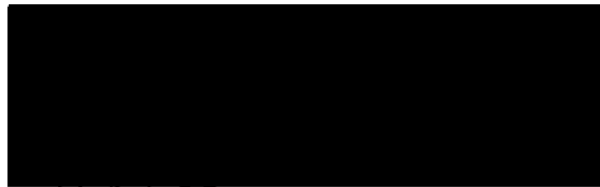
By:   
Louis J. Meyer, Authorized Agent

STATE OF IL )  
COUNTY OF COOK ) SS

On this 11 day of April, 2025, before me personally appeared Louis J. Meyer, as an Authorized Agent on behalf MEYER & KISS, LLC, known to me to be the same person who executed the above and foregoing release, and who this day acknowledged that he executed the same as his free act and deed for the uses and purposes therein set forth.



SEAL



Notary Public