

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

AARON CANTÚ, *et al.*,

Plaintiffs,

v.

DISTRICT OF COLUMBIA, *et al.*,

Defendants.

Civil Action No. 20-130 (ABJ)

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Aaron Cantú and Alexei Wood (Plaintiffs) sued Defendants the District of Columbia (the District) and Robert J. Contee III¹ (collectively, Defendants), alleging various constitutional and common law claims. The Parties now seek to settle Plaintiffs' claims in full, including alleged damages, and attorney's fees and costs incurred by Plaintiffs' counsel during the representation of Plaintiffs in *Cantú, et al. v. District of Columbia, et al.*, Civil Action No. 20-130 (ABJ) (D.D.C.) (the Litigation), under the terms of this settlement agreement (the Agreement).

SETTLEMENT AND RELEASE

I. RELEASE

1. The District will pay One Hundred Seventy Five Thousand Dollars (\$175,000) (the Settlement Amount) to Plaintiffs in full satisfaction of Plaintiffs' claims against Defendants in the Litigation, including alleged damages and attorney's fees and costs.

2. This Agreement reflects the full and final settlement of the Litigation. Plaintiffs, on

¹ Plaintiffs brought this lawsuit against former Chief of the Metropolitan Police Department (MPD) Peter Newsham. Robert J. Contee III is now Chief of MPD and therefore replaced former-Chief Newsham as the official-capacity defendant.

behalf of themselves and their heirs, executors, administrators, and assigns, release and forever discharge Defendants, the District's current and former officers, agents, servants, employees, and attorneys from all actions, damages, claims, and demands, including for declaratory relief, injunctive relief, or attorney's fees and costs, arising out of or in any way relating to Plaintiffs' claims and the events relating to the claims brought by Plaintiffs in the Litigation. This release includes all injuries and damages resulting from the facts alleged by Plaintiffs, whether now manifest or not, with all direct and indirect consequences now known or that may become known, the intention being to release the Defendants, including the District's officers, officials, employees, attorneys, agents, and servants finally and absolutely from all liabilities, including all attorney's fees and costs, arising wholly or partially from events relating to the claims brought by Plaintiffs in the Litigation. Specifically excluded from this release is any claim to enforce the terms of this Agreement.

II. SCOPE OF AGREEMENT

3. Nothing in this Agreement is an admission of liability, duty, or wrongdoing by any Party or an admission that any policy, practice, or procedure of the District, its officers, officials, employees, attorneys, agents, and servants, at any time or in any way, violated federal or District of Columbia law. Defendants deny all liability and all factual claims asserted by Plaintiffs. To the extent provided by law, the Parties acknowledge this Agreement shall have *res judicata* and collateral estoppel effect.

4. This Agreement creates no obligations or duties on the Parties other than as stated specifically in this Agreement. This Agreement does not create any rights that can be relied upon or enforced by individuals who are not the Parties to this Agreement. The Parties stipulate, agree and acknowledge that this Agreement is not intended to create any third-party beneficiaries.

5. As further consideration for the District's agreement to pay the Settlement Amount, Plaintiffs agree that both they and their attorneys, agents, heirs, and assigns will not file a suit or claim in any forum against the Defendants, to include all persons who are or have been agents, employees, officers, officials, attorneys or servants of the District, arising wholly or partially from events relating to the claims brought by Plaintiffs in the Litigation and, in the event that any such suit or claim is filed, to cooperate fully with the District to secure the prompt dismissal of such suit or claim. Plaintiffs further agree to indemnify and hold harmless the Defendants against any and all actions, liens, damages, claims and demands asserted by or on behalf of their current attorneys for any fees or costs associated with representing Plaintiffs in connection with the Litigation, provided, however, that this undertaking does not apply to any action to enforce the Agreement in the event of the District's failure to comply with its terms.

6. This Agreement may be accepted only by Plaintiffs in release, resolution, and satisfaction of all claims that have been or could have been brought by Plaintiffs, their attorneys, agents, heirs, and or assigns, in any forum, against Defendants, to include all persons who are or have been agents, employees, officers, officials, attorneys or servants of the Defendants, arising wholly or partially from events relating to the claims brought by Plaintiffs in the Litigation. Plaintiffs' acceptance of this Agreement is reflected by Plaintiffs' counsel's signature on this Agreement.

7. The Parties agree that this Agreement constitutes the entire agreement between the Parties regarding Plaintiffs' claims, any alleged damages, and any attorney's fees and costs in this Litigation and supersedes any oral or written communications regarding this Agreement. This Agreement may not be altered, amended, modified or otherwise changed except by a writing duly executed by the Parties.

8. The Parties agree that neither this Agreement nor the payment required under this Agreement shall be subject to assignment.

9. If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated here are not affected in any manner materially adverse to any Party. Upon such a determination that any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated here are fulfilled to the extent possible.

10. This Agreement shall be governed by the laws of the District of Columbia.

11. This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the Party who drafted it.

12. The undersigned representatives of the Parties certify that they are fully authorized to enter into and execute the terms and conditions of this Agreement and to make the Agreement fully and legally binding upon and enforceable against every Party on whose behalf they have executed the Agreement. Plaintiffs' counsel certifies that Plaintiffs enter into this Agreement knowingly and voluntarily, that no promise or inducement not expressed in the Agreement has been made, and that this Agreement was freely negotiated and executed without fraud, duress, or coercion, and with full knowledge of its significance, effects, and consequences. The individual signing for the District is its official acting within the scope of his authority. The Parties stipulate,

agree, and warrant that they will not challenge or contest in any way the capacity or the authority of any Party to make the agreements, covenants, and stipulations.

13. Provided that all Parties execute a copy of this Agreement, the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission, electronic mail, or other comparable means. This Agreement shall be deemed fully executed and entered on the date of execution by the last signatory.

III. PAYMENT

14. Within 45 days of the execution of this Agreement and the District's receipt of an executed IRS Form W-9 from Plaintiffs and the law firm of the Hoyer Law Group, PLLC, the District will pay the Settlement Amount by wire to Plaintiffs' counsel. The Settlement Payment will be distributed by Plaintiffs' counsel as follows: Aaron Cantú (\$77,500); Alexei Wood (\$77,500); and the Hoyer Law Group, PLLC (\$20,000).

15. Within 10 days of the payment, the Parties will file a stipulation of dismissal with prejudice.

For Plaintiffs:



AARON CANTÚ

DATED: 4-10-2023




ALEXEI WOOD

DATED: 12 Apr 2023

For Defendants:

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Counsel for Plaintiffs

DATED: Signed as to form. 4/12/23

DATED: April 13, 2023

Counsel for Defendants