

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

Bilgin Şaşmaz,	)	
	)	
Plaintiff,	)	
	)	No. 4:14-cv-1901 ERW
v.	)	
	)	
County of St. Louis, Missouri, et al.,	)	
	)	
Defendants.	)	

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Bilgin Şaşmaz (“Şaşmaz”) has filed a complaint against St. Louis County, Missouri (“County”), and John Doe, a St. Louis County Police Officer, in the United States District Court for the Eastern District of Missouri, in connection with an incident occurring on August 19-20, 2014, including Şaşmaz’s arrest at 12:01 a.m. on August 20, 2014, in the City of Ferguson, Missouri (the “Lawsuit”); and

WHEREAS, Şaşmaz and County desire to settle the Lawsuit;

WHEREAS, Şaşmaz has dismissed all claims against John Doe without prejudice.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Expungement: County agrees that in the event Şaşmaz files the appropriate petition for expungement of his arrest on August 20, 2014, in a court of competent jurisdiction, neither County nor any County employee will oppose the petition, and further, the County and County employees will cooperate with Şaşmaz and his attorneys in all respects needed to ensure expungement of the record of arrest. In particular, County agrees with the element of an

expungement set out in § 610.122.1(a), RSMo., that there was no probable cause to believe Şaşmaz committed the offense or offenses for which he was arrested. Sasmaz and County acknowledge that pursuant to § 610.122 RSMo., a court cannot order an arrest record expunged during the pendency of a civil action relating to the arrest. Accordingly, Şaşmaz agrees to dismiss the Lawsuit without prejudice so that he can proceed with an action for expungement. County will not oppose a re-filing of the Lawsuit in the event the court hearing the expungement action fails to grant Şaşmaz the relief sought in the expungement petition, and County will consent to a re-filing of the Lawsuit beyond the time permitted under federal law for doing so. County acknowledges that actually obtaining an expungement of Şaşmaz's August 20, 2014 arrest is a material element of this Settlement Agreement, and further agrees that, in the event a court of competent jurisdiction fails to order an expungement upon the timely-filed petition therefor by Şaşmaz, the remaining material elements of this Settlement Agreement and Release ("Agreement"), and all of its promises and obligations, shall be null and void (with the exception of County's agreement not to oppose a re-filing of the Lawsuit).

2. Criminal Charges: County agrees that no criminal charges will be filed against Şaşmaz that relate to or stem from the incident and arrest on August 19-20, 2014, in the City of Ferguson, Missouri, that is the basis of the Lawsuit.
3. Upon full execution of this Agreement, Şaşmaz shall file a Stipulation for Dismissal without prejudice of the Lawsuit. Upon an order of expungement of

the arrest, Şaşmaz shall dismiss all claims asserted in the Lawsuit against County with prejudice.

4. Şaşmaz, upon the filing of the Stipulation for Dismissal, on behalf of himself, his present or former agents, heirs, executors, administrators, attorneys, successors and assigns (the "Şaşmaz Releasors"), hereby agrees to and does remise, release and forever discharge County and each and every one of County's present or former officials, officers, employees, attorneys, agents, volunteers, successors and assigns (the "Defendants Releasees") from any and all matters, claims, charges, costs, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever, including but not limited to any doubtful claims, in law or equity or otherwise, foreseen or unforeseen, known or unknown, which the Şaşmaz Releasors, or anyone claiming through or under either or all of them, ever had or now have against the Defendants Releasees in connection with the arrest that is the subject of the Lawsuit, including but not limited to any action for any alleged personal injuries whatsoever.
5. Upon filing of the Stipulation of Dismissal, County hereby agrees to and does remise, release and forever discharge Şaşmaz from any and all matters, claims, charges, costs, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever, including but not limited to any doubtful claims, in law or equity or otherwise, foreseen or unforeseen, known or unknown, which the County and each and every one of County's present or former officials, officers, employees,

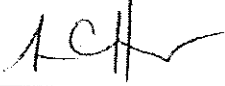

attorneys, agents, volunteers, successors and assigns ever had or now has  
against Şaşmaz in connection with the arrest that is the subject of the Lawsuit,  
including but not limited to any action for any alleged personal injuries  
whatsoever.

6. This settlement is a compromise of a disputed claim in which Şaşmaz alleges that his constitutional rights were violated.
7. Şaşmaz further releases County and each and every one of County's present or former officials, officers, employees, attorneys, agents, volunteers, successors and assigns from liability for damages of any kind that might have been awarded him by the court in connection with the Lawsuit, and waives any claim he might have had for attorneys' fees and costs.
8. Şaşmaz states that he has read this Agreement in its entirety, has had an adequate time to consider the contents of the Agreement, conferred with his attorneys regarding the terms and conditions of the Agreement, and fully understand the terms and conditions of the Agreement.
9. County states that its attorney has read this Agreement in its entirety, has had an adequate time to consider the contents of the Agreement and fully understands the terms and conditions of the Agreement.
10. Choice of Law and Venue: This Agreement shall be construed and governed by the laws of the State of Missouri, and any lawsuit arising out of this Agreement shall be brought in the Circuit Court of St. Louis County.

11. General Provisions:

- A. Entire Agreement: This Agreement contains the entire understanding and agreement of the parties hereto in respect of the subject matter hereof. This Agreement supersedes all prior negotiations in respect of the subject matter hereof, and it may not be modified in any respect except by a written instrument which specifically refers to this Agreement and is signed by all the parties to be charged thereby.
- B. Copies and Signatures: Separate copies of this document shall constitute original documents which may be signed separately but which together shall constitute one single agreement. A facsimile transmission, photographic, or pdf copy of any signature to this Agreement shall be as effective as the original signature. This agreement shall not be binding on any party, however, until signed by all parties or their representatives. This Agreement shall be effective as of the date of the last signature.
- C. Binding Effect: This Agreement, and the covenants, agreements and releases which are contained herein, shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal and legal representatives, heirs, devisees, successors and assigns.
- D. Construction: In construing this Agreement, the singular shall include the plural and vice versa, and the use of "its" is intended to be gender neutral and includes "his" and "her."

IN WITNESS WHEREOF, the parties have hereunto set their hands in multiple copies, each of which is to have the same force and effect as the original.

	<u>07/20/2015</u>
Bilgin Şaşmaz	Date
	<u>7/23/2015</u>
Attorney for Bilgin Şaşmaz	Date

_____ Attorney for St. Louis County	_____ Date
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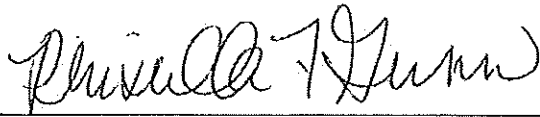
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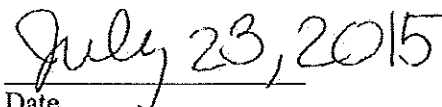
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Bilgin Şaşmaz

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Date

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Attorney for Bilgin Şaşmaz

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Date

  
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Attorney for St. Louis County

  
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Date