

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

Gerald "Trey" Yingst, III,)
)
Plaintiff,)
)
v.) No. 14-2062-RWS
)
County of St. Louis, Missouri,)
)
James Vollmer, a police officer, in his)
individual capacity, and)
)
John Doe.)
)
Defendants.)

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Gerald "Trey" Yingst ("Yingst") has filed a complaint against St. Louis County, Missouri, Lt. James Vollmer, and John Doe, a St. Louis County Employee (collectively, "Defendants"), in the United States District Court for the Eastern District of Missouri, in connection with an incident occurring on or about November 22, 2014, including Yingst's arrest, in the City of Ferguson, Missouri (the "Lawsuit"); and

WHEREAS, Yingst and Defendants desire to settle the Lawsuit;

WHEREAS, Yingst 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. Defendants agree to pay Yingst and the ACLU of Missouri Foundation a lump sum of \$8,500.00 in settlement of Yingst's claims arising from the Lawsuit.
2. Expungement: Defendants agree that in the event Yingst files the appropriate petition for expungement of his arrest on or about November 22, 2014, in a

court of competent jurisdiction, neither Defendants nor any of St. Louis County's employees will oppose the petition, and further, Defendants, including St. Louis County and St. Louis County employees will cooperate with Yingst and his attorneys in all respects needed to ensure expungement of the record of arrest. Defendants agree to confess all elements set out in § 610.122.1, RSMo. Yingst and Defendants 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, Yingst agrees to dismiss the Lawsuit without prejudice so that he can proceed with an action for expungement. Defendants will not oppose a re-filing of the Lawsuit in the event the court hearing the expungement action fails to grant Yingst the relief sought in the expungement petition, and Defendants will consent to a re-filing of the Lawsuit beyond the time permitted under federal law for doing so. Defendants acknowledge that actually obtaining an expungement of Yingst's arrest on or about November 22, 2014, is a material element of this Settlement Agreement and Release ("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 Yingst, the remaining material elements of this Agreement, and all of its promises and obligations, shall be null and void (with the exception of Defendants' agreement not to oppose a re-filing of the Lawsuit).

3. Criminal Charges: County agrees that no criminal charges will be filed against Yingst that relate to or stem from the incident and arrest on or about

November 22, 2014, in the City of Ferguson, Missouri, that is the basis of the Lawsuit.

4. Upon full execution of this Agreement, Yingst shall file a Stipulation for Dismissal without prejudice of the Lawsuit. Upon an order of expungement of the arrest, Yingst shall dismiss all claims asserted in the Lawsuit against Defendants with prejudice.
5. Yingst, 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 "Yingst Releasers"), hereby agrees to and does remise, release and forever discharge Defendants and each and every one of St. Louis County's present or former officials, officers, employees, attorneys, agents, volunteers, successors and assigns (the "Defendant 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 Yingst Releasers, or anyone claiming through or under either or all of them, ever had or now have against the Defendant 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.
6. Upon filing of the Stipulation of Dismissal, Defendants hereby agree to and do remise, release and forever discharge Yingst 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 Defendants and each and every one of St. Louis County's present or former officials, officers, employees, attorneys, agents, volunteers, successors and assigns ever had or now has against Yingst 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.

7. This Agreement is a compromise and settlement of disputed claims in which Yingst alleges that his constitutional rights were violated.
8. Yingst further releases Defendants and each and every one of St. Louis 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.
9. Yingst 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.
10. Defendants state that they and their attorney have read this Agreement in its entirety, have had an adequate time to consider the contents of the Agreement and fully understand the terms and conditions of the Agreement.

11. 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.

12. Mediator Fee: The parties agree that they will share the cost of the mediator fee.

13. 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.

Gerald "Trey" Yingst III 7/27/15
Gerald "Trey" Yingst, III Date

[Signature] 7/28/15
Attorney for Gerald "Trey" Yingst, III Date

Michael A. Shea 7/28/15
Attorney for Defendants Date
FBC
No 32418