

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Release") is entered into this 7th day of July, 2026, by Jazmine Monay Miller ("Releasor"), and by and between Defendants Board of County Commissioners for Oklahoma County, a municipality, and its related departments, officers, trustees, employees, insurers, predecessors in interest or liability, and successors in interest or liability, the Oklahoma County Criminal Justice Authority, and Steven Blake Brewer (collectively referred to as "Releasees" and/or "Defendants").

WHEREAS, Releasor filed an action in the United States District Court for the Western District of Oklahoma styled, in the operative pleading: *Jazmine Monay Miller, Plaintiff, v. Oklahoma County Criminal Justice Authority, Board of County Commissioners for Oklahoma County, and Steven Blake Brewer, Defendants*, Case No. CIV-22-554-JD, (the "Litigation") seeking damages against Defendants as more fully set forth in the pleadings on file therein;

WHEREAS, in consideration of the payment set forth below, Releasor is willing to enter into this Settlement Agreement and Release with Releasees;

WHEREAS, although Releasees have expressly denied any and all responsibility or liability to Releasor for any of Releasor's alleged damages, the Releasor and Releasees are desirous of settling their differences by executing this Release.

NOW THEREFORE, in consideration of the foregoing, it is agreed by Releasor and Releasees, with the approval of their respective attorneys as follows:

1. CONSIDERATION:

- (a) Releasees agree to pay or cause to be paid to Releasor and her attorneys the sum of Eighty-Five Thousand Dollars and No/100 (\$85,000.00), to settle and resolve all claims which have been or could have been asserted against the Releasees in the Litigation once Releasor provides Releasees' attorneys this fully executed Settlement Agreement and Release. The payment shall be accomplished as follows:

1. Releasor and Releasees agree to present to the Court a Joint Motion for Entry of a Stipulated Judgment pursuant to the terms of this Agreement. The Stipulated Judgment will be in favor of the Plaintiff and against the Board of County Commissioners of Oklahoma County in the amount of \$85,000. The Parties agree that the Stipulated Judgment is full and complete satisfaction of all claims against the Board of County Commissioners and all other Defendants named in the Litigation. The Stipulated Judgment will not include any provision for an award for attorney's fees. The parties agree that the parties to the Litigation shall each bear their own costs and attorney's fees.
 2. Once the Stipulated Judgment is entered by the Court, the Board of County Commissioners for Oklahoma County will cause \$85,000 to be paid to Plaintiff.
- (b) Releasor and Releasees agree to execute this Settlement Agreement and Release;
 - (c) Releasor agrees to satisfy any/all medical liens, Medicaid liens, attorney liens and/or judgments arising from or in any way related to the matters set forth in the aforementioned Litigation.
 - (d) Releasor agrees within ten business days following payment of the settlement funds, she shall file a Joint Stipulation of Dismissal with Prejudice as to Defendants Oklahoma County Criminal Justice Authority and Steven Blake Brewer.
 - (e) Releasor and Releasees agree to bear their own costs and attorney's fees incurred in the Litigation, including any costs assessed at any stage in the Litigation by any Court.

2. RELEASE OF CLAIMS:

In consideration of this Release, Releasor, hereby releases and forever discharges Steven Blake Brewer, the Oklahoma County Criminal Justice Authority, and the Board of County Commissioners for Oklahoma County, including its related departments, officers, trustees, employees, insurers, predecessors in interest or liability, and successors in interest

or liability, from any and all claims or demands that may exist, or could have existed, arising from the allegations in the Litigation, together with any claims for damages, interest, costs, expenses, attorneys' fees, or any other payment responsibility which arises out of any claim or incident asserted in the Litigation or which could have been asserted in the Litigation.

It is further agreed that this Release shall be final and binding upon all parties to this Release, their heirs, successors and assigns of whatever nature and description, and that no claim, be it derivative or otherwise, may ever be made against the parties released with respect to the matters covered by this Release. Releasor further warrants and represents that no portion of such claim has been assigned, subrogated or otherwise transferred to any person or legal entity which claims or may claim a legal right thereunder as against the released parties.

3. RELEASOR'S CAPACITY AND REPRESENTATIONS

Releasor hereby warrants and affirms that the undersigned has the capacity to enter into this Release and fully understands the terms of this Release.

4. SATISFACTION OF LIENS AND INDEMNIFICATION OF RELEASED PARTIES.

Releasor will fully indemnify the Releasees, including the Board of County Commissioners of Oklahoma County and the Oklahoma County Criminal Justice Authority and their related departments, officers, trustees, employees, insurers, predecessors in interest or liability, and successors in interest or liability and any present or former officers, including in their individual and official capacities, from any perfected Plaintiff's attorney liens, medical liens, or any liens of record which can be attached to the proceeds paid in consideration for the settlement of this matter with the Releasor, including any liens that may be asserted by any healthcare provider, Medicare, Medicaid, or the Center for Medicare and Medicaid Services, holding harmless the Defendants/Releasees from any such claims or liens.

5. REPRESENTATIONS WITH REGARD TO MEDICARE'S INTERESTS

Releasor hereby warrants and represents that, to her knowledge, she is not a Medicare Recipient and is not enrolled in Medicare Part A or Part B.

Releasor further warrants:

- Medicare has made no conditional payments for any medical expense or prescription drug expense related to the Releasor's injury occurring on August 6, 2020 (the "Incident").
- No medical expense or prescription drug expense related to the Incident has been or will be submitted to Medicare for payment.
- Should future medical treatment related to the Incident be required, the expense associated with that treatment will be paid from the proceeds of this settlement.

6. TAXES.

Releasor and Releasor's counsel will make their own provisions regarding taxes, if any, on any sums received under this Release Agreement and confirm that they have not relied upon any representation, express or implied, made by Releasee or any of Releasees' attorneys or representatives as to the tax consequences of this Agreement.

7. COMPLETE UNDERSTANDING.

Releasor and Releasees hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries and/or damages related to the claims against Releasee set forth herein, and for the express purpose of precluding forever any further additional claims against the Releasee arising out of the aforesaid Incident.

8. IT IS FURTHER UNDERSTOOD AND AGREED:

That the payment of the settlement payment is not to be construed as an admission of liability on the part of the Releasee, including the Board of County Commissioners of Oklahoma County, the Oklahoma County Criminal Justice Authority, and their related departments, officers, trustees, employees, insurers, predecessors in interest or liability, and successors in interest or liability and any present or former officers, including in their individual and official capacities.

9. IT IS FURTHER UNDERSTOOD AND AGREED:

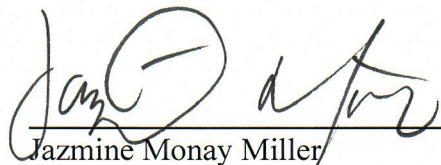
That the payment of the settlement payment is not to be construed as an admission of any unconstitutional policy, practice, custom, or procedure, formal or informal, written or otherwise, of the Board of County Commissioners of Oklahoma County or the Oklahoma County Criminal Justice Authority, nor as an admission of any of the allegations made in the Litigation, including inadequate or lack of training, staffing, or supervision of or by either the Board of County Commissioners of Oklahoma County or the Oklahoma County Criminal Justice Authority.

10. THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS:

Contains the entire agreement between the parties hereto and the terms of this Settlement Agreement and Release of All Claims are contractual and not a mere recital.

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, understand the contents thereof, and sign the same as their own free and voluntary acts.

DATED this 7th day of July, 2026.


Jazmine Monay Miller

Representative on behalf of and
authorized signor for the Board of
County Commissioners for Oklahoma
County

ATTESTATION

State of Oklahoma)
)
County of Pottawatomie)

On this 7th day of July, 2026, before the undersigned notary public in and for said county and state, personally appeared Jazmine Monay Miller, known to me to be the person named herein and whose name is subscribed to the foregoing Settlement Agreement and Release of All Claims, and acknowledged that she executed the same as her free and voluntary act and deed.

Kellie Maples
Notary Public

My Commission Expires: Oct 29, 2027

My Commission Number: 07010467

(S E A L)

