

SETTLEMENT RELEASE

This Settlement Release (hereinafter the "Release") is made by Michael Burkons, (hereinafter "Burkons"), in favor of the City of Beachwood, Stewart Hastings, James Pasch, Diane Calta, Nathalie Supler, and Stephanie Scalise (hereinafter collectively "Beachwood"). Collectively, Burkons and Beachwood will be referred to hereinafter as the "Parties."

WHEREAS, Beachwood and Burkons have a dispute involving a misdemeanor charge against Burkons, which Burkons contends was improper and Beachwood believes was proper;

WHEREAS, Burkons and Beachwood wish to resolve this dispute, through a partial payment of Burkons' attorney fees; and

WHEREAS, Beachwood denies any liability and its Risk Pool is resolving this matter, for purely economic reasons.

THEREFORE, Burkons, for the good and valuable consideration as stated below, the sufficiency of which is acknowledged, agrees as follows:

1. Settlement Amount. In consideration of the promises made by Burkons as set forth below, Beachwood's Risk Pool shall pay Burkons a portion of Burkons's attorney's fees, but no other damages, in the amount of Thirty Thousand Dollars (\$30,000.00) (the "Settlement Amount") as follows:

a. Within thirty days of the execution of this Release, and execution of an IRS form W-9 or other tax forms as the law requires, from the Payee, Beachwood shall deliver a check made payable to _____ in the gross amount of Thirty Thousand Dollars (\$30,000.00), which shall be reflected on an IRS Form 1099 issued to the payee of said check.

b. Burkons agrees to defend, indemnify, and hold Beachwood harmless from any taxes, penalties, interest, and/or fines assessed by any taxing authority against Beachwood as a result of the payments of the Settlement Amount to him as set forth above, if any.

2. Burkons: Release in Full of All Claims. Burkons does hereby release and forever discharge Beachwood, including any of Beachwood's affiliated agencies, departments, or organizations and any and all of its past, present and future mayors, council members, elected officials, officers, directors, agents, employees, lawyers, insurers and public pools/third party administrators (including the Public Entity Risk Services of Ohio ("PERSO"), Sedgwick Claims Management Services, Inc., The Ohio Township Association Risk Management Authority ("OTARMA"), and their parent companies, holding companies, and all of their employees, agents, members, officer, directors, insurers, reinsurers, parents, affiliates, shareholders, predecessors, successors and/or assigns, and attorneys), (the "Beneficiaries") from any and all causes of action, claims and/or demands whatsoever in law or equity, whether known or unknown, which Burkons now has or may have against Beachwood by reason and/or related to Alix Nouredine and/or any criminal prosecution of Burkons which relates, in any way, to Mr. Nouredine. The above release

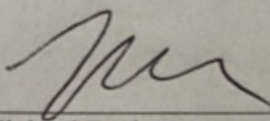
applies to any claims prior to the date of this Release, whether arising out of a 42 U.S. § 1983 civil action or a constitutional claim, and/or whether based in tort (including claims for physical injury or physical illness), contract, or any federal, state or local law, statute or regulation, including but not expressly limited to claims for malicious prosecution and/or defamation.

3. Knowing and Voluntary Act. Burkons acknowledges and agrees that the release set forth above is a general release. Burkons, having been encouraged to and having had the opportunity to be advised by counsel, expressly waives all claims for damages which exist as of this date, including those of which Burkons does not now know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Burkons' decision to enter into this Release. Burkons further agrees that he accepts the Settlement Amount as a complete compromise of matters involving disputed issues of law and fact and assumes the risk that the facts and law may be other than Burkons believes. Burkons further acknowledges and agrees that all the terms of this Release shall be in all respects effective and not subject to termination or rescission by reason of any such differences in the facts or law, and that Burkons provides this release voluntarily and with full knowledge and understanding of the terms hereof.
4. Non-Admission. This Release is not to be construed as an admission of liability or wrongdoing on the part of Burkons or Beachwood.
5. Confidentiality: To the extent permissible by law, the parties and their counsel agree to keep this settlement Release, and the terms contained herein, confidential. Nothing in this section shall prevent Beachwood from complying with laws related to public records access. Further, nothing in this section shall prevent Burkons from discussing the terms contained herein with legal counsel or for use in tax preparation purposes. There shall be no publication of this settlement, the terms herein and/or Release, by any parties, or their counsel, except to the extent required by public record laws or ethical considerations for lawyers.
6. Governing Law. This Release shall be governed by and interpreted in accordance with the laws of the State of Ohio.
7. No Waiver of Terms. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Release shall not be deemed a waiver of any such term, covenant, or condition, nor shall any failure at any one time or more times be deemed a waiver or relinquishment at any other time or times of any right under the terms, covenants, or conditions hereof.
8. Modifications. No modification or amendment of this Release shall be effective unless the same be in a writing duly executed by all the parties hereto.

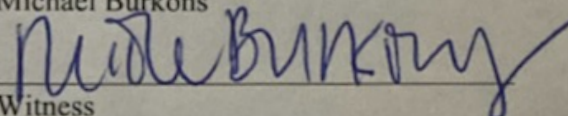
9. Entire Release. This Release sets forth the entire Release between the Parties and supersedes and replaces any and all prior or contemporaneous representations or Releases, whether oral or written, relating to the subject matter herein.
10. Execution. This Release may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute a single memorandum.
11. Voluntary Acts. BURKONS HEREBY ACKNOWLEDGES THAT HE HAS CAREFULLY READ AND UNDERSTANDS THE TERMS OF THIS RELEASE, THAT HE HAS BEEN ADVISED AND ENCOURAGED TO CONSULT WITH AN ATTORNEY OF HIS CHOOSING, IF DESIRED, HAS RECEIVED ALL THE ADVICE HE DEEMS NECESSARY CONCERNING THIS RELEASE, AND THAT HE HAS CHOSEN TO ENTER INTO THIS RELEASE FREELY, KNOWINGLY, AND VOLUNTARILY.

Dated: 5-24-22

Dated: 5-24-22



Michael Burkons



Witness