

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

- 1. Agreement.** For and in consideration of (1) Plaintiff, Brooke Head (“Plaintiff”), dismissing with prejudice the above-styled lawsuit against Dr. W. Craig Pouncey (“Defendant Pouncey”), and to the extent he could be construed to be and/or substituted with any State of Alabama department, agency, contractor, servant, agent and/or employee, including but not limited to, any contractor, servant, agent and/or employee of any other Defendant; and (2) the Waiver and Release of Claims by the Plaintiff set forth in paragraph 3 of this Settlement Agreement and Release and Plaintiff’s agreement to and compliance with all other terms herein, Defendant Pouncey, through RSUI, agrees to pay Plaintiff the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), to which Plaintiff is not otherwise entitled. Said payment by RSUI, paid on Defendant Pouncey’s behalf, will be made payable to Plaintiff’s representative firm, Loper Law, LLC, and a 1099 Form will be issued. Payment will be issued to Plaintiff’s counsel within thirty (30) days of all signatures being affixed to this Agreement. Notwithstanding anything to the contrary, the payment obligation herein is expressly conditioned on Plaintiff’s counsel filing with the court a Joint Stipulation of Dismissal with Prejudice. (Plaintiff and Defendant Pouncey are collectively referred to herein as the “Parties.”)
- 2. Tax Treatment.** Plaintiff agrees that she is responsible for all applicable taxes, if any, as a result of the receipt of the money in Paragraph 1. Plaintiff understands and agrees that Defendant Pouncey is providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, for herself and her dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff’s legal representatives of every kind), agrees to indemnify and hold the Defendant Pouncey harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against Defendant Pouncey in connection with such governmental authority’s determination that Defendant Pouncey or any of the other Defendants were required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or her legal counsel pursuant to Paragraph 1 of this Agreement. Plaintiff agrees that she shall indemnify Defendant Pouncey

for the full amount of such liability within thirty (30) days after receipt of notice from Defendant Pouncey or any of the other Defendants of the assessment of such taxes, penalties, or interest.

3. **Plaintiff's Waiver and Release of Claims.** For and in consideration of the Agreement set forth in paragraph 1, Plaintiff does hereby completely, unconditionally, irrevocably and forever RELEASE, REMISE, ACQUIT and DISCHARGE Defendant Pouncey, as well as any other state agency, department and/or affiliated companies, employees, contractors, servants, spouse and/or agents of Defendant Pouncey and each of his past and present officers, directors, shareholders, members, principals, attorneys, successors and assigns, jointly and severally, of and from each and every claim, demand, right, action, cause of action, suit and liability of every kind, character, and description, direct and consequential, legal, equitable and otherwise, known and unknown, that Plaintiff may now have or may have had in any way growing out of, resulting or to result from, or arising out of the events made the subject of each and every alleged act in the Complaint, or any amendment, in the above-styled action (1:23-CV-00295-TFM-MU) ("Lawsuit"), or which could have been alleged in any subsequent amended complaint related to the events that are the subject of the Lawsuit. Plaintiff hereby waives all relief, legal and equitable, that she could have sought in this Lawsuit related to the allegations made in the Lawsuit, including, without limitation, claims for compensatory damages, punitive damages, tort damages, contract damages, liens, interest, attorneys' fees, expenses, costs, demands for damages, compensation, consequential damages, negligently, wantonly or maliciously inflicted damages, injunctive relief and, declaratory relief and/or any other thing whatsoever on account of growing out of any and all known and unknown injury and damages resulting from or arising out of the events made the subject of each and every allegation in the Complaint filed in the Lawsuit, or which relate to the events at issues in the Lawsuit and could have been alleged in any subsequent amended complaint. The intent of this waiver and release is to fully and finally end all controversies and claims by Plaintiff which could have and/or should have been raised in the Complaint filed in the above-styled action, arising out of the alleged events, acts and/or omissions made the basis of the Lawsuit against Defendant Pouncey, any employees, contractors, servants, agents, past and present officers, officials, directors, shareholders, members, principals, attorneys, employed by, working for and/or affiliated with any part of any department, office, division and/or agency of the State of Alabama.
4. **Full and Final Settlement.** No promise or inducement which is not herein expressed has been made, and in executing this Settlement Agreement and Release, Plaintiff does not rely upon any statements or representations made by any person, firm, agency, department, or corporation hereby released, or any agent or other person representing him.
5. **Agreement - Not an Admission.** Plaintiff understands and agrees that this is a settlement of a disputed claim and that the Settlement Agreement and Release shall not be construed as an admission of liability, fault, wrongdoing or a recognition or admission of the validity of any claim or cause of action asserted by Plaintiff. This Agreement shall neither constitute nor be construed as an admission by either party as to any matter in dispute in this Lawsuit or as evidencing in any way an admission of the truth or correctness of any claim asserted in this

Lawsuit. Defendant Pouncey denies each and every material allegation made against him by Plaintiff and expressly denies that he is liable to Plaintiff based on the claims asserted in this Lawsuit. The Parties enter into this Agreement only to avoid the expense of litigation.

6. **Confidentiality.** The Parties hereby acknowledge, agree, represent, and warrant that neither they nor their attorneys, agents, and representatives shall reveal to anyone (including, but not limited to, persons in or associated with the news media) the fact of this Agreement and any term or condition contained in this Agreement, including, but not limited to, the amounts, terms, or conditions associated with the Settlement Payment, except that (1) if asked, the Parties may state publicly “The lawsuit was resolved”; (2) as may be reasonably and lawfully required by taxing authorities, accountants, certified financial planners, or court-appointed or court-approved guardians or trustees; and (3) on occasion when Defendant Pouncey must report settlements to government and other authorities, they will state to such requiring authority that the settlement memorialized in this Agreement has been reached confidentially. Plaintiff hereby acknowledges and agrees that the confidentiality obligation in this paragraph extends to Plaintiff and any of Plaintiff’s beneficiaries.
7. **Non-disparagement.** The Parties agree not to make any disparaging statements about each other, including but not limited to statements on social media, to the press, or to any third party, unless compelled to do so by a court of competent jurisdiction. This non-disparagement obligation applies to the Parties using social media, networking or other internet websites (including without limitation, X, Facebook, LinkedIn, Instagram, and Glassdoor). The Parties knowingly waive the requirements and protections of the Alabama Non-Disparagement Obligations Act, Ala. Code § 8-1-220, *et seq.*, and agree it shall not apply to the non-disparagement obligations created by this Agreement.
8. **Entire Agreement.** This Settlement Agreement and Release contains the entire agreement between the parties. The terms of the Settlement Agreement and Release are contractual and not a review or mere recital. The terms of this Settlement Agreement and Release shall be construed pursuant to the laws of the State of Alabama. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective and only to the extent of such prohibition or invalidity, without any manner invalidating the remainder of such provision or the remaining provisions of this agreement.
9. **Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart’s signature page of this Agreement by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.
10. **Acknowledgement of the Parties.** The Parties have carefully read and fully understand the content and the effect of this Settlement Agreement and Release. Each party is entering into this