

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

For and in consideration of the payment of the total and final sum of TEN THOUSAND DOLLARS (\$10,000.00), to be paid in the following manner: TWO THOUSAND DOLLARS (\$2,000.00) paid to THOMAS FRITCH/KING; TWO THOUSAND DOLLARS (\$2,000.00) paid to JULIO GONZALES; TWO THOUSAND DOLLARS (\$2,000.00) paid to DAYMAN BLACKBURN; TWO THOUSAND DOLLARS (\$2,000.00) paid to EDRICK FLOREAL-WOOTEN; and TWO THOUSAND DOLLARS (\$2,000.00) paid to JEREMIAH LITTLE, each, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Edrick Floreal-Wooten, Jeremiah Little, Julio Gonzales, Dayman Blackburn, Thomas Fritch/King, and the American Civil Liberties Union of Arkansas, along with Dr. Robert Karas, M.D., and Karas Correctional Health, P.L.L.C., in all capacities, all being of lawful age and sound mind, and all of the past and present officials, agents, servants, and employees of the above listed entities and individuals, including any who are presently unnamed, unsued, or unidentified, do hereby mutually release, acquit, and forever discharge each other from any and all claims, demands, actions and causes of action, in any form whether judicial or administrative, which the undersigned now have or may hereafter have arising out of or in any way related to any and all liability and damages of each and every kind to date, including all claims for attorneys' fees, costs and expenses, and of and from any and all liability and damages that have developed or might develop in the future, arising out of or in any way related to the events alleged in *Edrick Floreal-Wooten et al. v. Tim Helder, et al.*, Case No. 5:22-cv-05011-TLB, in the District Court for the Western District of Arkansas, Fayetteville Division which was consolidated with *Thomas Fritch v. Dr. Robert Karas*, Civil No. 21-5156-TLB, in the District Court for the Western District of Arkansas, Fayetteville Division.

Additionally, for and in consideration of the payment of the sums noted above, the receipt and sufficiency of which is hereby acknowledged, the undersigned THOMAS FRITCH/KING, JULIO GONZALES, DAYMAN BLACKBURN, EDRICK FLOREAL-WOOTEN, AND JEREMIAH LITTLE, and the American Civil Liberties Union of Arkansas, in all capacities, do hereby release, acquit, and forever discharge former Washington County Sheriff Tim Helder in any capacity and the Association of Arkansas Counties Risk Management Fund from any and all claims, demands, actions and causes of action, in any form whether judicial or administrative, which the undersigned Edrick Floreal-Wooten, Jeremiah Little, Julio Gonzalez, Dayman Blackburn, Thomas Fritch/King, and the American Civil Liberties Union of Arkansas now have or may hereafter have arising out of or in any way related to any and all liability and damages of each and every kind to date, including all claims for attorneys' fees, costs and expenses, and of and from any and all liability and damages that have developed or might develop in the future, arising out of or in any way related to the events alleged in *Edrick Floreal-Wooten et al. v. Tim Helder, et al.*, Case No. 5:22-cv-05011-TLB, in the District Court for the Western District of Arkansas, Fayetteville Division which was consolidated with *Thomas Fritch v. Dr. Robert Karas*, Civil No. 21-5156-TLB, in the District Court for the Western District of Arkansas, Fayetteville Division.

It is understood and agreed and expressly covenanted by the undersigned and the parties herein released that the above payment is in full and final compromise of disputed claims and that said payment is not to be construed as an admission of any liability on the part of any of the parties hereby released, by whom any liability is expressly denied. The said release intends merely to avoid litigation and buy the peace of parties hereby released.

It is further agreed by the parties hereto that while all liability is expressly disputed, it is the intent of this release to comply with the provisions of the Uniform Contribution Amongst Tortfeasors Act (Act 315 of 1941), Ark. Code Ann. §§ 16-61-201, et seq., and specifically Ark. Code Ann. § 16-61-205, so as to provide for a reduction, to the extent of the pro rata share of the released tortfeasor or tortfeasors, of the undersigned's damage or damages recoverable or which may be recoverable by all other tortfeasors.

As further consideration for the above payment, the Undersigned named Plaintiffs do hereby covenant and agree that all attorneys' fees, statutory costs, incurred liens, subrogation interests, and any and all other claims or expenses of any nature whatsoever will be paid and satisfied out of the proceeds of the settlement, including, but not limited to, any medical bills, hospital and physician liens, Medicare/Medicaid liens/claims/interests, Workers' Compensation liens, and any governmental liens and any other related claims or interests, and the Undersigned named Plaintiffs do hereby agree to indemnify and save harmless the parties hereby released from all judgments, costs, expenses, claims, damages or demands by any persons acting on behalf of the undersigned and any and all individuals, entities, providers, or claimants whatsoever seeking to recover liens, damages or funds expended as a result hereto.

It is further understood, agreed and covenanted to by the Undersigned that this settlement is a complete accord and satisfaction of all claims and that none of the Undersigned named Plaintiffs have been threatened, coerced, or in any way unduly influenced to accept this settlement. Further, the Undersigned expressly state that they have had an opportunity to discuss the terms and ramifications of this release with their attorney(s) and believes that acceptance of the settlement is in their best interest.

The undersigned do hereby acknowledge that the terms of this agreement are intended to be contractual and not a mere recital.

**PLAINTIFFS:**

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EDRICK FLOREAL-WOOTEN

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Date

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JEREMIAH LITTLE

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Date

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JULIO GONZALEZ

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Date

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DAYMAN BLACKBURN

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Date

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THOMAS FRITCH/KING

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Date



The undersigned do hereby acknowledge that the terms of this agreement are intended to be contractual and not a mere recital.

**PLAINTIFFS:**

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EDRICK FLOREAL-WOOTEN

\_\_\_\_\_  
Date

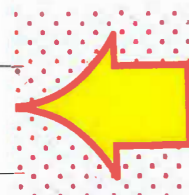
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JEREMIAH LITTLE

\_\_\_\_\_  
Date

*Julio Gonzalez*  
\_\_\_\_\_  
JULIO GONZALEZ

9-21-23

\_\_\_\_\_  
Date



**SIGN  
HERE**

\_\_\_\_\_  
DAYMAN BLACKBURN

\_\_\_\_\_  
Date

\_\_\_\_\_  
THOMAS FRITCH/KING

\_\_\_\_\_  
Date

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**PLAINTIFFS:**

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EDRICK FLOREAL-WOOTEN

\_\_\_\_\_  
Date

\_\_\_\_\_  
JEREMIAH LITTLE

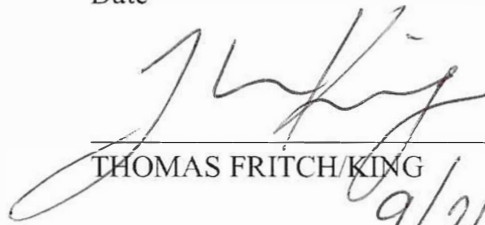
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JULIO GONZALEZ

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DAYMAN BLACKBURN

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
THOMAS FRITCH/KING

9/21/23

\_\_\_\_\_  
Date



**SIGN  
HERE**

The undersigned do hereby acknowledge that the terms of this agreement are intended to be contractual and not a mere recital.

**PLAINTIFFS:**

\_\_\_\_\_  
EDRICK FLOREAL-WOOTEN

\_\_\_\_\_  
Date

\_\_\_\_\_  
JEREMIAH LITTLE

\_\_\_\_\_  
Date

\_\_\_\_\_  
JULIO GONZALEZ

\_\_\_\_\_  
Date

Dayman Blackburn  
DAYMAN BLACKBURN

9.21.23

\_\_\_\_\_  
Date

\_\_\_\_\_  
THOMAS FRITCH/KING

\_\_\_\_\_  
Date



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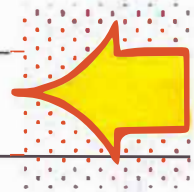
**PLAINTIFFS:**

EDRICK FLOREAL-WOOTEN

Date

  
JEREMIAH LITTLE

8/20/23  
Date



**SIGN  
HERE**

JULIO GONZALEZ

Date

DAYMAN BLACKBURN

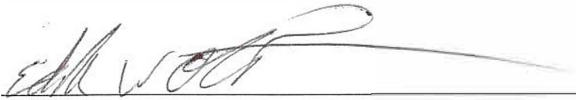
Date

THOMAS FRITCH/KING

Date

The undersigned do hereby acknowledge that the terms of this agreement are intended to be contractual and not a mere recital.

**PLAINTIFFS:**



EDRICK FLOREAL-WOOTEN

9-18-23

Date



**SIGN  
HERE**

\_\_\_\_\_  
JEREMIAH LITTLE

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Date

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JULIO GONZALEZ

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Date

\_\_\_\_\_  
DAYMAN BLACKBURN

\_\_\_\_\_  
Date

\_\_\_\_\_  
THOMAS FRITCH/KING

\_\_\_\_\_  
Date

**SEPARATE DEFENDANTS:**

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DR. ROBERT KARAS, M.D., on behalf of himself and  
KARAS CORRECTIONAL HEALTH, P.L.L.C.

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Date

APPROVED AS TO FORM:

  
PLAINTIFFS' COUNSEL