

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made and entered into this ____ day of October, 2021, by and between the "Parties" Bret Frimmel and Pishka, Inc. (sometimes jointly referred to as the "Frimmel Parties") on the one hand, and Maricopa County, former Maricopa County Sheriff Joseph M. Arpaio in his capacity as sheriff and individually, Maricopa County Sheriff Paul Penzone, in his capacity as sheriff, and Maricopa County Sheriff's Office officers Joshua Henderson, Christopher Hechavarria, and Sean Locksa (collectively the "County" or "County Defendants").

RECITALS:

1. The Frimmel Parties served a Notice of Claim Pursuant to A.R.S. §12-821.01 dated July 21, 2014 regarding claims for Wrongful Arrest of Mr. Frimmel against the County Defendants.

2. The Frimmel Parties served a Notice of Claim Pursuant to A.R.S. §12-821.01 dated July 21, 2014 regarding claims for Defamation of Mr. Frimmel against the County Defendants.

3. On January 20, 2015 the Frimmel Parties filed their initial Complaint in United States District Court for the District of Arizona in Case No. 2:15-cv-00088 against the County Defendants.

4. On April 23, 2015 the Frimmel Parties filed their First Amended Complaint in United States District Court for the District of Arizona in Case No. 2:15-cv-00088 against the County Defendants.

5. On June 5, United States District Judge Stephen Logan consolidated Case No: 2015 2:15-cv-0088 with Case No: 2015 2:15-cv-0087 and the case proceeded under the lower number.

6. On June 16, 2015 the Frimmel Parties filed their Second Amended Complaint in United States District Court for the District of Arizona in Case No. 2:15-cv-00087 against the County Defendants and on June 19, 2015 a Corrected Second Amended Complaint.

7. To avoid additional litigation and further expense, the Parties have mutually agreed to compromise and settle forever any claims which they may have against each other arising out of the facts set forth above by executing this Mutual Release and Settlement Agreement.

NOW, THEREFORE, in consideration of the Recitals and of the covenants and conditions contained herein, and in exchange for good and valuable consideration, receipt of which is hereby acknowledged:

1. The parties acknowledge and agree that the foregoing recitals are accurate and incorporate such recitals as part of this Agreement as if fully set forth herein.

2. The County agrees to pay to Mr. Frimmel the sum of \$5,000,000.00 to settle all claims between the Frimmel Parties and the County Defendants that were, or could have been raised as a result of the facts set forth in any of the Notices of Claims or Initial or Amended Complaints listed in the Recitals above (the "Settlement Payment"). The Settlement Payment consists of compensation for alleged physical personal injuries, damage to goodwill/business reputation, business losses, general tort damages and attorneys' fees and costs. Neither the Settlement Payment nor any statement in this agreement should be construed as an admission by the Defendants of liability or an acknowledgement of the legitimacy of any claims for damages.

3. The settlement check shall be made out to Gordon & Rees, LLP on behalf of their clients the Frimmel Parties and mailed to Leon Silver, Gordon Rees Scully Mansukhani, Two North Central, Suite 2200, Phoenix, Arizona, 85004 in such a manner to require signature by the recipient. The settlement funds will be provided in two checks: one from Maricopa County in the amount of \$3,100,000.00 and one from insurance in the amount of \$1,900,000.00. The County will deliver both checks to defense counsel to be delivered to plaintiffs' counsel as noted above.

4. Upon delivery of the Settlement Payment and a fully executed copy of this Agreement, the Parties shall cause to be filed a Notice of Voluntary Dismissal with Prejudice of the Frimmel Parties' claims in Case No. 2:15-cv-00087.

5. Upon execution of this agreement, and payment as provided for in paragraph 2 above, the Frimmel Parties do hereby, for themselves, and their respective legal predecessors in interest, legal successors and assigns, release and absolutely forever discharge the County, and all of the entities and employees named in the Complaints and their respective shareholders, officers, directors, employees, agents, trustees, fiduciaries, beneficiaries, attorneys, legal successors, assigns, including its insurers, including but not limited to the following: Axis, Allied World, Gemini, Westchester, of and from any and all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected which these parties now have, own or hold, or any time heretofore have ever had owned or held or could, shall or may hereafter have, own or hold against each other based upon or arising in any way out of the transactions which have been described herein before, except that this Release shall in no way impact the claims of any remaining plaintiffs in Case No. 2:15-cv-00087 against the County Defendants.

6. The parties recognize that Maricopa County is a public entity and that settlements with public entities are matters of public record and therefore accept the limitations which that fact places on the Parties' ability to maintain confidentiality. The parties otherwise agree that the settlement will remain confidential to the extent practicable by law.

7. The Parties expressly represent and warrant that they are authorized to execute this Agreement. Further, the Parties expressly acknowledge that they have been

represented by their counsel in connection with the preparation of this Agreement. This Agreement has been negotiated and drafted jointly by the Parties and their respective counsel, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any Party hereto.

8. The Parties further represent and warrant that they have not assigned, transferred or conveyed any of their respective rights, claims or causes of action relating to the subject matter of this Agreement and expressly waive all rights they may have to do so.

9. This Agreement is executed as a compromise of disputed claims, liability for which is expressly denied by the Parties. By this Agreement, the Parties do not admit any wrongdoing or liability, nor do the Parties intend it to be construed as such.

10. The Parties hereto agree not to disparage or defame one another or any of the Released Parties hereunder.

11. The Parties agree that each of them shall take such further action and execute such further documents, if any, which may be necessary or appropriate to implement this Agreement according to its terms.

12. This Agreement is made with reference to and under the terms of laws of the State of Arizona which will be deemed to govern the validity and interpretation of this Agreement and the rights and remedies of the parties hereunder. The Parties hereby agree that they are subject to the Jurisdiction of the State and Federal Courts within the State of Arizona. Any legal action instituted by the Parties arising out of this Agreement shall be subject to the exclusive jurisdiction of the State or Federal Courts within the State of Arizona.

13. This Agreement constitutes the entire agreement between the parties and supersedes all prior verbal or written agreements and understanding between the parties. No agreement or promise is binding on any party except as set forth herein. Any modification or waiver of any term of this Agreement, including a modification or waiver of these terms, must be in writing and signed by both parties.

14. This Agreement shall be enforced as a whole and no portion of the Agreement shall be severable. Time is of the essence of this Agreement. The parties agree to cooperate to effectuate this Agreement.

15. All representations, warranties, indemnities, and covenants made by the parties hereto in the Agreement shall survive the execution of the Agreement. The recitals hereinbefore set forth shall be considered a part of this Agreement.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

17. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Mutual Release and Settlement Agreement the day and year first above written.


Bret Frimmel

PISHKA, INC


By: Bret Frimmel
Its: President

Approved as to Form and Content:


Leon B. Silver, Gordon Rees Scully Mansukhani
Attorneys for Plaintiffs

**MARICOPA COUNTY
BOARD OF SUPERVISORS**

BY:

Chairman, Board of Supervisors

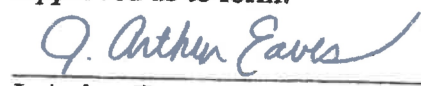
Date: _____

ATTEST:

Clerk of the Board

Date: _____

Approved as to form:


J. Arthur Eaves, Sanders & Parks

Date: 10/18/2021