

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“the Agreement”) memorializes the terms and conditions made between Latasha Monroe in her capacity as personal representative for the Estate of Honesty Jade Bishop (“Plaintiff”) and Trevor Foley, Doris Falkenrath, Jay Cassady, Billy Dunbar, Alan Earls, Scott Kintner, Justin Krantz, Noel Obi, Jason Hess, Stanley Keely, Michael Cahalin, Jason Lewis, Anne Precythe, and the Missouri Department of Corrections (“MDOC”) (collectively the “Defendants”). (Plaintiff and Defendants will collectively be referred to as the “Parties”) Plaintiff enters into this Agreement in her capacity as personal representative for the Estate of Honesty Jade Bishop. Defendants enter into this Agreement by and through their counsel of record, Adam Merello, Assistant Attorney General of the State of Missouri.

For due and good consideration recited herein, the Parties agree and state as follows:

1. Plaintiff. Latasha Monroe is the Plaintiff in the Lawsuit styled *Latasha Monroe v. Trevor Foley, et al.* 2:23-cv-04129-BCW in the United States District Court, Western District of Missouri, Central Division (hereinafter the “Lawsuit”).

2. Defendants. Trevor Foley, Doris Falkenrath, Jay Cassady, Billy Dunbar, Alan Earls, Scott Kintner, Justin Krantz, Noel Obi, Jason Hess, Stanley Keely, Michael Cahalin, Jason Lewis, Anne Precythe, and MDOC are the Defendants in the Lawsuit.

3. Scope of Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter contained herein. The Parties hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and the parties acknowledge that the terms and conditions of this Agreement are contractual and not merely recitations.

4. **Non-Admission.** No actions taken by the parties hereto, either previously or in connection with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any matter pertaining to any claim or defense alleged in the pleadings filed on behalf of the Parties in the Lawsuit, or an acknowledgment by any of the Parties hereto of any liability to the other Parties or to any person for any other claim, demand, or action, all liability being expressly denied by the Parties.

5. **Consideration.** In consideration of the dismissal of all of Plaintiff's claims in the Lawsuit against Defendants as set forth in paragraph six of this Agreement, and her general release of claims as set forth in paragraph seven of this Agreement:

- a. A check will be issued by the State of Missouri in the amount of fifty thousand dollars and zero cents (\$50,000.00) no later than sixty days following the execution of the Agreement and receipt of documents necessary to effectuate the payment. The Parties shall cooperate to facilitate such payment, including providing and executing any documents necessary to effectuate the payment.
- b. Regarding MDOC Administrative Segregation Policy IS21-1.2, which applies to single-cell assignments, MDOC agrees, upon execution of this Agreement, to initiate the process for approval of a policy change to:
 1. eliminate the following language from the definition in II(d):
"sexually active HIV positive offender"; and
 2. add to the Administrative Segregation assignment procedure: "If administrative segregation of an offender is being considered based in part on their communicable disease, then staff will conduct an

individualized assessment of risk of transmission in consultation with medical staff.”

- c. Regarding the Administrative Segregation policy change referenced in subsection b, MDOC anticipates that the policy change will take approximately six (6) months. Within fourteen (14) calendar days after the policy change is completed, MDOC will transmit a Department-wide e-mail advising of the policy change.
- d. MDOC mandatory training of all MDOC’s Deputy Wardens and Institutional ADA Site Coordinators regarding placement of offenders into Administrative Segregation and release of offenders from Administrative Segregation to include the following:
 - 1. the risks associated with HIV transmission based on the current available information from the Centers for Disease Control (CDC);
 - 2. anti-discrimination and disability laws applicable to individuals with disabilities or diseases, including individuals who have HIV; and;
 - 3. the policy change to MODOC Policy IS21-1.2 agreed to in subsection b.
- e. As to subsection d, MDOC will undertake reasonable efforts to develop, train trainers on the curriculum, and present information to all MDOC Deputy Wardens and ADA Site Coordinators for implementation effective January 1, 2026. Training of Institutional ADA Site Coordinators including Deputy Wardens will be done either in connection with MDOC’s existing web-based training management system or training sessions conducted by an MDOC instructor.

f. MDOC will implement, no later than January 1, 2026, training of correctional officers to include:

- i. as part of communicable disease training, the following specific provision/education: the risks associated with HIV transmission based on the current available information from the Centers for Disease Control;
- ii. as part of civil rights/non-discrimination training: include that HIV is a protected disability under the Americans With Disabilities Act (ADA).

g. As to subsection f, “training of correctional officers” is part of the on-boarding process and will be done in connection with MDOC’s existing web-based training management system or training sessions conducted by MDOC instructors.

6. Dismissal of the Lawsuit. Within seven (7) days of receipt of the payment described in paragraph 5, Plaintiff shall file a Stipulation of Dismissal of the Lawsuit with prejudice, for all claims against all Defendants. If Plaintiff does not file said Stipulation after seven (7) days, Defendants may file a joint stipulation on behalf of the Parties.

7. General Release. Plaintiff does hereby release, acquit, and forever discharge the Defendants and any employee or former employee of Missouri Department of Corrections and any employee or former employee of the State of Missouri, and the Missouri Legal Expense Fund (the “Released Parties”), from any and all liabilities, claims, actions, causes of action, demands, rights, damages, costs, interest, loss of service, expenses, whatsoever, whether now known or contemplated, which Plaintiff now has, or which may hereafter accrue, against the Released Parties, based on or arising out of any conditions, incidents, or occurrences during Honesty Bishop’s incarceration with Defendants, known or unknown, up to and including the date of this Agreement. Plaintiff specifically acknowledges that she is forever barred from filing suit against

the Defendants, the Department, or any current or former officer, employee, agent, agency, actor, or contractor of the Department, based on any claim that arose prior to the date she signs this Agreement.

8. Attorney's Fees, Costs, and Expenses. It is agreed between and among the Parties to this agreement that none of the parties is a "prevailing party" within the meaning of any statute, rule, or other provision of law which is or may be in any way applicable hereto in connection with their representation of any party in the Lawsuit. Neither party will seek the payment or reimbursement of any attorney's fees, costs, or expenses from the other party, except as provided for in paragraph five ("Consideration") of this Agreement. Plaintiff also avers that the consideration is not subject to any lien, medical, legal or otherwise. Defendants agree not to pursue the cost of incarceration of Honesty Bishop against the Estate of Honesty Bishop.

9. Taxation of Settlement Proceeds. Consistent with the meaning of Section 104(a)(2) and 130(c) of the Internal Revenue Code of 1986 as amended, the gross settlement sum referenced in paragraph five is compensation for any damages for personal injury and/or illness and the consequences thereof caused by or resulting from the detention of and injuries to Honesty Bishop as alleged in Case No. 23-4129-BCW. Except as otherwise provided in this Settlement Agreement, Plaintiff agrees and understands that the Released Parties have not made any representations regarding the tax treatment of the sums paid pursuant to this release, and Plaintiff agrees that she is responsible for determining the tax consequences of such payment and for paying the employee's portion of taxes, if any, that may be owed by her with respect to such payment.

In the event a claim for such taxes, and/or penalties and interest, is asserted by any taxing authority as a result of Plaintiff's failure to pay any taxes she has been determined to owe, and except as otherwise provided herein, Plaintiff agrees to, and hereby indemnifies and holds the

Released Parties harmless for the Plaintiff's portion of any and all tax liability, interest, and/or penalties as may be due as a result of her failure to pay any taxes she has been determined to owe as a result of the payments referenced above.

10. Non-Assignment. Plaintiff does hereby represent, acknowledge, and warrant that Plaintiff has not at any time heretofore assigned to any other person or entity all or any portion of any claim or potential claim whatsoever that Plaintiff may have, or may have had, against Defendants or any Released Party identified in paragraph seven of this Agreement, based on or arising out of the allegations contained in the Lawsuit.

11. Binding Effect. The persons signing this Agreement represent that they have read this Agreement and fully understand its provisions. The signatories of the parties declare that they are of legal age and that they have relied solely upon their own judgment without influence of anyone in making this Agreement. This Agreement shall be binding upon, and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto. A fully-executed copy of this Settlement Agreement shall have the same force and effect as the fully-executed original Settlement Agreement.

12. Preparation of Documents. This Agreement is the joint work product of the parties hereto and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

13. Further Execution. Each party hereto shall execute any and all documents as are necessary or desirable to consummate the transactions contemplated hereby.

14. Execution in Counterparts. This Agreement may be executed in counterparts, or with signatures obtained via facsimile or electronic mail transmission, each of which shall have

full force and effect upon execution by all Parties to this Agreement, but which together shall constitute a single instrument.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

16. Acknowledgement. Plaintiff acknowledges that she has read the Agreement and understands all of its terms and has signed it knowingly and voluntarily with full knowledge of its meaning.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be deemed executed as of the date the Agreement was signed by the Parties below.

By: 
Latasha Monroe
Plaintiff

Before me, a Notary Public for the State of Missouri, personally appeared Latasha Monroe, who did upon her oath state that she executed this Agreement as her free act and deed. Subscribed and sworn to before me this 20 day of August, 2025.


Notary Public

My Commission Expires: _____

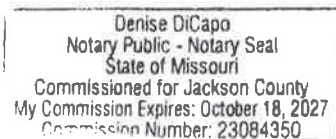


ANDREW BAILEY
Missouri Attorney General


Adam Merello
Assistant Attorney General
Attorney for Defendants

State of Missouri)
) SS
County of Jackson)

Before me, a Notary Public for the State of Missouri, personally appeared Adam Merello, who did upon his oath state that he is the attorney for the Defendants with respect to the matter set forth in this Agreement; that he is authorized to execute this Agreement on behalf of the Defendants, and that he executed this Agreement as his free act and deed. Subscribed and sworn to before me this 18th day of August, 2025.




Notary Public

My Commission Expires: 10/18/2027

