

RELEASE AND SETTLEMENT OF CLAIM

The undersigned, **Shanta Grant and Sidney [REDACTED]**, individually and as parents and next friends of [REDACTED], a minor, in consideration of Two Hundred and Seventy-Five Thousand Dollars and zero cents (\$275,000.00), paid to the order of “*Shanta Grant, as Mother of [REDACTED], & Attys James Papirmeister & Matthew Bennett*” in two checks as follows: Two Hundred and Twenty Thousand Dollars (\$220,000.00) paid on behalf of **Officer Dionne Holiday and Officer Kevin Christmon**, and Fifty-Five Thousand Dollars (\$55,000.00) paid on behalf of, **Board of Education for Montgomery County (“BOE”)**, do hereby release, acquit and forever discharge, and covenant to hold harmless and indemnify **Officer Dionne Holiday and Officer Kevin Christmon, the Board of Education for Montgomery County, Montgomery County, Maryland**, and their respective officers, successors, executors, assigns, legal representatives, agents, servants and employees, and all other firms, partnerships, persons, and corporations, (collectively “**Parties Released**”), from any and all claims, demands, actions and causes of action, suits of whatever kind or nature, for any bodily injuries, psychological injuries, lost educational opportunities, lost wages, economic damages, and non-economic damages, both past and future, known and unknown, which have been sustained by [REDACTED], a minor, whether they are in contemplation of the parties at the present time or whether they arise in the future following the execution of this Release and Settlement of Claim, (“**Release**”), resulting from the incident on January 14, 2020, in and around East Silver Spring Elementary School. This Release includes, but is not limited to, a release of all federal, state, and common law legal theories which have been raised or could have been raised, arising out of the facts alleged in the Complaint in Civil No. 484482-V, pending in the Circuit Court for Montgomery

County, Maryland. In the Complaint in Civil No. 484482-V, we acknowledge that [REDACTED]

[REDACTED] is identified as "C.G.B."

a. We understand and agree that this Release applies to any and all claims, past, present, and future, which we may have individually for financial losses due to medical expenses, therapy expenses, counselling expenses, future educational expenses, or psychological/psychiatric expenses incurred by [REDACTED] and us as a result of the conduct of the **Parties Released** as alleged in Civil No. 484482-V, as well as any and all claims, past, present, and future for loss of the services of [REDACTED].

b. We further understand and agree that this release applies to any and all claims, past, present, and future, which we may have **individually, or as parents and next friends of** [REDACTED], against the **Parties Released** for attorneys' fees.

c. **Individually and as parents and next friends of** [REDACTED], we understand and agree that our attorneys may not disburse any proceeds from the consideration referred to above until this Release has been fully and duly executed, the Line of Dismissal with Prejudice has been filed with the Court, and all provisions of this Release have been completed, including but not limited to the resolution and/or satisfaction of all outstanding liens arising out of the subject occurrence. Additionally, we understand and agree that any disbursement of the checks totaling \$275,000 must and will be made in accordance with Maryland Code Annotated, Estates & Trusts §§ 13-401 *et seq.*

d. **Individually and as parents and next friends of** [REDACTED], we further understand and agree to hold harmless and indemnify the **Parties Released** from any and all damages, losses, claims, liability, costs, or expenses growing out of any claim against them for indemnification and/or contribution as a result of the incident on January 14, 2020, and as more

particularly alleged in Civil No. 484482-V, pending in the Circuit Court for Montgomery County, Maryland.

e. **Individually and as parents and next friends of** [REDACTED], we further understand and agree that we will satisfy any lien that any person, firm, or corporation and any federal, state, or local entity has or will have as a result of treatment, losses, or damages allegedly sustained by us and/or our minor child, [REDACTED], as a result of the injuries allegedly resulting from the incident on January 14, 2020, as more particularly alleged in the Complaint in Civil No. 484482-V, including but not limited to the liens of any health care provider, therapist, counselor, psychologist, psychiatrist, hospital, or institutional care liens, any Medicare and/or Medicaid liens, and any other statutory or other lien(s), and will hold the **Parties Released**, harmless, and defend and indemnify them for any and all claims made by such lienholder.

f. **Individually as parents and next friend of** [REDACTED], we agree to investigate and assume any responsibility and/or liability to pay any current lien(s) that may be related to the injuries in question. Further, we, **individually and as parents and next friend of** [REDACTED], agree to pay any future lien(s) that may arise that are determined to be related to the subject injuries arising out of the incident on January 14, 2020.

g. We further understand that we, **individually and as parents and next friends of** [REDACTED], a minor, authorize our attorneys of record to dismiss all claims against **Officer Dionne Holliday, Officer Kevin Christmon, Montgomery County, Maryland, the Board of Education for Montgomery County**, and all other persons, governments and entities, for claims arising out of the facts alleged in the Complaint and any related amended complaint, in the cause of action bearing Civil No. 484482-V, pending in the Circuit Court for Montgomery County, Maryland as "Dismissed with Prejudice."

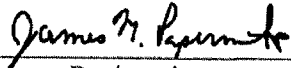
h. It is further agreed that this Release expresses a full and complete **SETTLEMENT** of all liability claimed and denied, and regardless of the adequacy of compensation, it is intended to avoid further litigation, and that there is absolutely no agreement on the part of the **Released Parties** to make any payment or do any act or thing other than is herein expressly stated and clearly agreed to. It is further agreed that this Release in no way constitutes and will not be construed as an admission of liability, but instead constitutes a settlement of a disputed claim; liability of all Parties Released is expressly denied, as are the injuries Plaintiff claims to have been caused by the incident.

i. **Individually and as parents and next friends of** [REDACTED], we further understand and agree that Release and Settlement of Claim is entered into voluntarily relying on our own judgment, that we are represented by counsel of our own choosing, and we fully understand the impact and legal effect of our act.

j. **As parents and next friends of** [REDACTED], we further state that we have fully and carefully read the foregoing Release, consisting of seven (7) pages, in its entirety and that we know and understand its contents and we sign this Release as our own free act and have not been influenced in making the settlement by any representation of the Parties Released. We further represent that we entered into this Release and Settlement of Claim because we believe this settlement is in the best interest of our minor child, [REDACTED].

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APPROVED AS TO FORM AND SUBSTANCE



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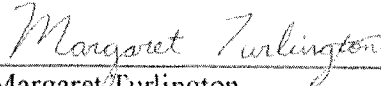
*Counsel for Shanta Grant, as
Mother and next friend of*



Patricia Lischora Kane, Chief
Litigation Division

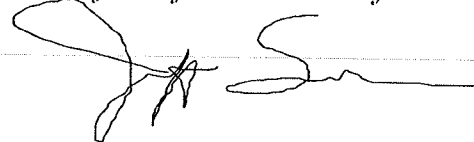


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*Attorneys for Defendants Christmon and
Holliday*

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 1 day of August, 2022.

Shanta Grant
Shanta Grant, Individually and as
Parent and Next Friend of [REDACTED]

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY THAT ON THIS 1ST DAY OF AUGUST, 2022
before the subscriber, a Notary Public of the State of Maryland, in and for the said County,
personally appeared **Shanta Grant** and to me personally known to be the signer and sealer of the
foregoing Release and Settlement of Claim and she acknowledged that she voluntarily executed
the same for the purposes and consideration therein expressed.

Jasmine Blakley
Notary Public

My Commission Expires:
10/10/25

JASMINE BLAKLEY
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires 10-10-2025

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 4 day of

AUGUST, 2022.

Sidney [REDACTED]
Sidney [REDACTED], Individually and as
Parent and Next Friend of [REDACTED]

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY THAT ON THIS 4 DAY OF August, 2022,
before the subscriber, a Notary Public of the State of Maryland, in and for the said County,
personally appeared **Sidney** [REDACTED] and to me personally known to be the signer and sealer of
the foregoing Release and Settlement of Claim and he acknowledged that he voluntarily executed
the same for the purposes and consideration therein expressed.

Ardiyah Jenkins
Notary Public

My Commission Expires:

06/16/2024