

## **SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Full and Final Release of All Claims (“Agreement”) is entered into between Jason Webb (“Webb” or “Plaintiff”) and Capitol Advocates, LLC, on the one hand, and Steven L. Paine (“Paine”) and Jan Barth (“Barth”) (together, “Defendants”) on the other hand.

WHEREAS the parties desire to enter into this Agreement in order to completely and finally resolve all claims by and between Webb and Capitol Advocates, LLC, on the one hand, and Paine and Barth on the other hand, whether they be known or unknown, based on contract, tort, general business law, constitutional law, statutory law, or administrative law.

NOW, THEREFORE, in consideration of the funds to be paid, the receipt and sufficiency of which are hereby acknowledged, and the promises set forth in this Agreement, the parties agree as follows:

1. Plaintiff and Capitol Advocates, LLC’s General Release. Capitol Advocates, LLC and Plaintiff for himself, any companies or businesses in which he has or may have had an ownership interest, his agents, employees, heirs, executors, administrators, successors and assigns, does fully and completely release and forever discharge Defendants, individually and in their official capacities, their affiliates, agents, assigns, officers, directors, employees, principals, shareholders, representatives, parents, subsidiaries, predecessors, successors, assigns, heirs, personal representatives, and insurers of and from any and all liability, claims, whether they be known or unknown, enforcement actions, causes of action, damages or demands, of every kind and character, including but not limited to claims for annoyance, inconvenience, or emotional distress, and all other attorney fees or expenses heretofore or hereafter incurred arising directly or indirectly from the events described by Plaintiff in his Complaint filed in the civil action styled,

*Jason Webb v. Steven L. Paine and Jan Barth*, No. 2:19-cv-00447, in the United States District Court for the Southern District of West Virginia (the “Action”).

2. Defendants’ General Release. Likewise, Defendants for themselves, their respective agents, employees, heirs, executors, administrators, successors and assigns, do fully and completely release and forever discharge Capitol Advocates, LLC and Plaintiff, individually, his companies or businesses in which he has or may have had an ownership interest, their agents, employees, heirs, agents, assigns, officers, directors, employees, principals, shareholders, representatives, parents, subsidiaries, predecessors, successors, assigns, heirs, personal representatives, and insurers of and from any and all liability, claims, whether they be known or unknown, enforcement actions, causes of action, damages or demands, of every kind and character, and all other attorney fees or expenses heretofore or hereafter incurred arising directly or indirectly from the events described by Plaintiff in his Complaint filed in the Action.

3. Settlement Payment. As soon as practicable, but in no event more than 30 days from the execution of this Agreement by all parties, the Defendants shall pay to “Hissam Forman Donovan Ritchie PLLC” the sum of Five Hundred Thousand Dollars (\$500,000.00) in full, complete and final settlement per the terms of this Agreement (“Settlement Payment”). Distribution of this payment is expressly conditioned upon the execution of this Agreement and the agreement to its terms and will be paid after this Agreement is duly executed.

4. Dismissal of Pending Civil Action(s). Plaintiff agrees to voluntarily dismiss any civil action, including the Action, or any claims, cross-claims or counterclaims within any civil action, against Paine and Barth, with each party bearing his, her, or its own costs and expenses, including attorneys’ fees. All parties shall endeavor to use their best efforts to expeditiously resolve all elements of the Agreement and agree to the dismissal of any proceedings in this matter.

4. Warranty of Exclusive Rights. Plaintiff represents and warrants that no other person or entity, other than his attorneys, has or has had an interest in the claims, liens, demands, obligations, or causes of action referred to in this Agreement. Plaintiff further represents and warrants that he has not filed or caused to be filed any claim, complaint, or action against any of the Defendants in any forum or form, other than the Action; that he is not presently a party to any claim, complaint, or action against any of the Defendants in any forum or form, other than the Action, or is aware of any such claim, complaint, or action; that he has the sole right and exclusive authority to execute the Agreement and direct payment of the sum specified in it; and that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, liens, demands, obligations, or causes of action referred to or released in this Agreement.

5. No Admission of Wrongdoing/Liability. This Agreement effects the settlement of claims that are denied and contested and does not constitute an admission of wrongdoing or liability by any party.

6. Warranty of Voluntary Agreement. The parties warrant that they have entered into this Agreement voluntarily and of their own accord without reliance on any inducement, promise, or representation by any other party, except those which are expressly set forth in this Agreement.

7. Warranty of Understanding and Acknowledgment. The parties state that they have carefully read this Agreement, know its contents, and freely and voluntarily agree to all of its terms and conditions. The parties further warrant that they have obtained and utilized the advice of counsel with regard to this Agreement.

8. Severability. If any paragraph or clause hereof shall be held invalid or unenforceable in any jurisdiction, then it shall be severed from these terms and conditions and the remainder shall remain in full force and effect.

9. Attorneys' Fees. In the event that an action is commenced by any party to seek enforcement of this Agreement, or for damages for its breach, each party shall bear its own attorneys' fees and costs incurred in connection with that proceeding and any related enforcement actions or appeals.

10. Entire Agreement and Successors in Interest. The terms and conditions contained in this Agreement include all oral or written understandings between Webb and Capitol Advocates, LLC, on the one hand, and Paine and Barth on the other hand, and constitute the entire Agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by all parties. Further, this Agreement shall be binding upon the executors, administrators, personal representatives, heirs, successors, and assigns of each.

11. Cooperation. All parties agree to cooperate fully and execute any and all necessary supplementary documents and to take all additional steps or actions which may be necessary or appropriate in order to give full force and effect to the basic terms and intent of this Agreement.

12. Counterparts. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on an electronically mailed copy of the Settlement Agreement or a signature transmitted by electronic mail shall have the same effect as the original signature.

13. Hold Harmless and Indemnification. Webb and Capitol Advocates, LLC, agree to indemnify and hold forever harmless Paine and/or Barth against any liens, damages, penalties, fines, fees, assessments, taxes or attorney's fees that may be imposed against or incurred by any of the Defendants as a result of the actions of any lien holder or any lien claimant or any taxing authorities or any court in relation to any interest which any third party may have in any claim

which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff under this Agreement.

14. Taxes. The parties agree that the Settlement Payment is the result of a *bona fide* adversarial settlement. The parties acknowledge that the Settlement Payment is not of an employment or wage nature and that it consists entirely of resolving claims seeking compensatory and/or consequential damages. The parties otherwise acknowledge that they have not made any representations regarding tax obligations, if any, as a result of this Agreement. The parties agree that to the extent any federal or state taxes of any kind or nature that may be due or payable as a result of this Agreement, the receiving party or entity, and not Defendants, shall be the responsible for payment of such taxes.

The parties sign:

\_\_\_\_\_  
JASON WEBB

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA,  
COUNTY OF KANWHA, to-wit:

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, do certify that Jason Webb, whose name is signed to the writing hereto annexed bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2021, has this day acknowledged the same before me in my said County and State.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

CAPITOL ADVOCATES

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WEST VIRGINIA,

COUNTY OF KANWHA, to-wit:

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, do certify that Jason Webb, whose name is signed to the writing hereto annexed bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2021, has this day acknowledged the same before me in my said County and State.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

\_\_\_\_\_  
STEVEN L. PAINE

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA,

COUNTY OF KANWHA, to-wit:

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, do certify that Steven L. Paine, whose name is signed to the writing hereto annexed bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2021, has this day acknowledged the same before me in my said County and State.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

\_\_\_\_\_  
JAN BARTH

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA,  
COUNTY OF KANWHA, to-wit:

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, do certify that Jan Barth, whose name is signed to the writing hereto annexed bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2021, has this day acknowledged the same before me in my said County and State.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)