

## RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. Mario Pillco-Morocho, Abdoulaye Fall, Darlin Guillermo, Juan Carlos Illicachi Shigla, Diego Amador Galindo, Segundo Fabian Armijos, Diego Guallan Tixi, Miguel Lucas Ixcuna Yax, Lloyd Wafula, Conroy Desmond Lewis, Carlos Menjivar, Nuelson Gomes, Flavio Andrade Prado Junior, Janito de Carvalho, Joao Fernandes, Aires Da Graca and Marco Battistotti (individually and collectively “**Releasors**”), for and in consideration of the sum of Eight Hundred Thousand Dollars (\$800,000.00) lawful money of the United States of America<sup>1</sup> paid in hand by and/or behalf of Bristol County Sheriff’s Office, Thomas Hodgson, Steven Souza, Bruce Assad, Joseph Oliver III, Barry Ferreira, Paul Douglas, Joshua Dube, Joshua Sylvia, Douglas Mongeon, Jonathan Allard, Christopher Goncalves, Nelson Cabral, Michael Goncalves, Moises Isidoro, Timothy Melo, Kenneth Almeida, William Dillingham, Matthew Boyer, Andrew Sousa, Garrett Correia, Mark Amaral (now Mark Rodi), Ryan Isherwood, Charles Griswold, Nolan Reardon, Jennifer Picard, Judith Borges, the Commonwealth of Massachusetts, the United States of America and all of their respective officers, directors, principals, employees, agents, servants, elected and non-elected officials, organizations, departments, divisions, agencies, affiliates, predecessors, successors, vendors and attorneys, both present and former (collectively “**Releasees**”), the receipt whereof is hereby acknowledged, hereby knowingly, voluntarily, fully, finally, and forever remise, release, and discharge all of the said Releasees of and from any and all claims, arising under federal, state or local law of the United States and under any applicable law of any other nation, or any source of international law that concern, arise out of, refer, or are based upon the allegations

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<sup>1</sup> The parties acknowledge and agree that the settlement sum Eight Hundred Thousand Dollars (\$800,000.00) is fully inclusive of all costs, expenses and fees, including but not limited to attorneys’ fees, *provided however* that Plaintiffs’ Counsel reserves the right to seek attorneys’ fees, costs, and expenses should Defendants fail to make either the First Payment or the Second Payment in accordance with the terms outlined in paragraphs 11 and 12, below. The parties further acknowledge and agree that neither the Releasors nor the Releasees are “prevailing parties” as that term is used in any federal, state or local law that permits recovery of legal fees and expenses.

set forth or referred to in any complaint or amended complaint filed in *Pillco-Morocho, et al. v. Bristol County Sheriff's Office, et al.*, No. 22-cv-10652 (D. Mass) (the "Lawsuit" or "Released Claims"), *provided, however*, that Plaintiffs' Released Claims shall not include claims to enforce this Agreement.

2. Releasors each knowingly, intentionally, deliberately and unconditionally waive all rights and defenses that each has or may have under the Hague Service Convention, the International Treaties on Human Rights, the Universal Declaration of Human Rights, the International Bill of Human Rights, and all other international laws and/or the laws of nations, states or regional governments other than the United States of America as they may concern claims asserted or that could have been asserted against the Releasees in the Lawsuit.

3. Releasors further agree to dismiss the Lawsuit with prejudice within five business days of the first payment, as defined in Paragraph 11, below. Releasors agree to obtain all necessary approvals of the settlement reflected in this Agreement and agree to participate and cooperate with Releasees to the greatest extent possible to effect the final dismissal of the Lawsuit. If the second payment is not made in accordance with the terms in paragraph 11 below, including but not limited to the term requiring that payment be remitted by June 27, 2027, Releasees will not oppose a motion to set aside the dismissal and re-open the Lawsuit. Releasees agree that non-payment, reduced payment, or late payment of the second payment is a material breach of this agreement.

4. Releasors and Releasees understand and agree that the settlement set forth in this Agreement is not an admission of wrongdoing, liability, or responsibility by the Releasees, which wrongdoing, liability and/or responsibility Releasees expressly deny. Releasees state that the settlement memorialized in this Agreement is solely and purely a resolution to avoid the risks and

costs of litigation and trial. The Releasors in the Lawsuit alleged entitlement to damages consisting of compensation for physical injury and related psychological injury and so payments made in consideration for this release are compensation for physical injury and related psychological injury.

5. Each Releasor further acknowledges, represents and agrees that no other person or entity has any interest in the claims he asserted or could have asserted in the Lawsuit that is or may be enforceable against the Releasees or any of them on his own behalf, that he has not assigned or transferred any of his rights, title, or interest in any of his claims, and that he has the sole right and exclusive authority to execute this Release of All Claims and Settlement Agreement for himself and to receive any portion of the consideration specified in the Agreement allocated to him after the satisfaction or final disposition of any applicable liens.

6. Releasors each further acknowledge, represent and agree that Releasees have made no promise, representation, warranty or actionable statement concerning the extent to which any individual Releasor may benefit from the allocation of all or any part of the settlement funds among the Releasors, lienholders or stakeholders. Releasors each agree that after Releasees tender the settlement funds as provided in this Agreement, or tender any portion of the settlement funds, Releasees will have no responsibility and will not be accountable to Releasors for the allocation of the settlement funds among the individual Releasors, the responsibility for allocating and/or disbursing the settlement funds being fully, finally and fairly delegated to Releasors collectively and to their attorneys. Releasees agree that they will neither withhold nor delay their execution of the Agreement because of any issue or dispute that may exist or may arise among two or more Releasors or between any Releasor and any other person or entity.

7. In further consideration of the payment specified in this release, Releasors agree to defend, save harmless, or indemnify Releasees against all expense and/or loss resulting from any lien or claim asserted against the proceeds of this settlement or against Releasees by any person or entity concerning any debt or obligation of any Releasor. Releasors acknowledge that each is and will be solely and exclusively responsible to pay, satisfy and otherwise fully and finally dispose of any lien asserted against his recovery of damages including, but not limited to any and all liens asserted by any federal, state or local government, any lender or creditor, any provider of healthcare goods or services, any attorney or any other provider of goods or services who may assert a lien against the settlement proceeds. Releasors further agree, covenant and warrant that each of them will furnish proof of his satisfaction of any such claim or lien to Releasees upon request.

8. Releasors and Releasees agree that the Agreement is made under the laws of the United States and the Commonwealth of Massachusetts, and agree that the United States District Court for the District of Massachusetts and/or the courts of the Commonwealth of Massachusetts, and no other court, agency or tribunal, will have jurisdiction over any of the parties to this Agreement as it concerns Releasors' claims asserted in the Lawsuit and/or claims arising concerning the interpretation or enforcement of this Agreement. The Commonwealth of Massachusetts will provide the sole and exclusive venue for adjudication of any dispute or disagreement between any parties to this Agreement.

9. Releasors understand and agree that the release set forth in this Agreement is, and is intended to be, a full, final, and complete release of Releasees with respect to all damage and harm known and unknown, sustained, or that have yet to be sustained by Releasors by reason of the alleged acts, omissions, events, accident and/or incidents alleged or that could have been

alleged in the Lawsuit *provided, however*, that Plaintiffs' Released Claims shall not include claims to enforce this Agreement. Releasors may terminate this Agreement or enforce this Agreement in the U.S. District Court for the District of Massachusetts in the event that Defendants fail to make either the First Payment or the Second Payment in accordance with Paragraphs 11 and 12, below.

10. Releasors understand and agree that after the date of this Agreement, their damage, loss and harm may be different or more severe than they now understand them to be, or that damages of which they are now unaware may manifest themselves, and that, by signing this Agreement, they are accepting that risk and giving up any right to seek further monies from, or otherwise to assert any claim or demand against Releasees.

11. Releasors and Releasees agree that the settlement funds payable to Releasors and their representatives will be made in two payments:

- a. First, one payment of Five Hundred Fifty Thousand Dollars (\$550,000.00) will be tendered on behalf of the Releasors within thirty (30) days of Releasees' attorneys' receipt of Releasors' fully and satisfactorily executed Release of All Claims and Settlement Agreement (the "First Payment"); and
- b. Second, a payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) will be tendered on or before June 27, 2027 (the "Second Payment").

12. At least one week before each disbursement identified above, Plaintiffs' counsel will email Defendants' Counsel, William P. Breen, Jr., a signed letter stating (a) the amount of the payment, (b) the reason for the payment, and (c) the date when each such payment is due to be paid. Releasors direct and authorize Releasees to tender each of the settlement payments by check payable to "Mario Pillco-Morocho, et al. and their attorneys Todd & Weld LLP," which checks will be tendered to Todd & Weld LLP when issued without further or additional written notice.

Releasors waive all rights they may have to the provision of further notice of the tender of the settlement payments beyond that which is provided by this Agreement. The Parties agree that the payments can be tendered by any other reasonable and secure method to which counsel for the Parties may subsequently agree in writing, and agree to cooperate to effect the settlement payments to which the Parties have agreed.

13. Wherever in this instrument any party is designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words “heirs, executors, administrators, personal representatives, successors, and assigns” had been inserted after every such designation, and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors, and assigns, respectively.

14. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or plural or singular numbers is intended to include the appropriate gender or number as the text of the within instrument may require.

15. Prior to executing this Release of All Claims and Settlement Agreement, each Releasor has read this Agreement carefully, or the Agreement has been accurately read to him in a language and dialect understood by him to his satisfaction, or he has knowingly and intentionally declined to have this Agreement interpreted and presented to him in a language that he understands. Every Releasor accepts all risks and consequences of any misinterpretation, error in presentation or misunderstanding of the Agreement or any part of the Agreement. Every Releasor confirms and represents that he understands the Agreement before signing it. Every Releasor represents that he has had the benefit of assistance of counsel in negotiating, considering and understanding the

Agreement or has knowingly and deliberately declined the assistance of suitable and competent counsel that was available to him.

16. The Agreement can be executed by Releasors in counterparts and via docusign. The Releasors and Releasees agree that all parties can rely upon an electronic copy or a photocopy of an original executed copy of the Agreement as proof of the settlement stated in the Agreement for all purposes. Releasors' counsel will witness via televideo call each Releasor's signing of the release, and will provide Releasees' counsel with a signed attestation verifying the identity of each signatory.

17. At the time of finalizing this release, Releasor Aires Da Graca, due to personal circumstances, is unable to sign the agreement. Mr. Da Graca verbally agreed to the settlement amount at the time of mediation, on August 18, 2025. Releasors' counsel will hold fifteen thousand dollars (\$15,000) in escrow in their IOLTA for Mr. Da Graca, to be released to Mr. Da Graca in full and final settlement of his claims only after a signed copy of this release and settlement agreement has been returned to Releasees' counsel.

18. This Release of All Claims and Settlement Agreement contains the entire agreement between the parties.

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DATED: \_\_\_\_\_

\_\_\_\_\_  
Bristol County Sheriff's Office  
By:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Mario Pillco-Morocho

SIGNING WITNESSED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATED: \_\_\_\_\_

Abdoulaye Fall

SIGNING WITNESSED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATED: \_\_\_\_\_

\_\_\_\_\_  
Darlin Guillermo

SIGNING WITNESSED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATED: \_\_\_\_\_

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Juan Carlos Illicachi Shigla

SIGNING WITNESSED BY:

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Signature

\_\_\_\_\_  
Printed Name

DATED: \_\_\_\_\_

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Diego Amador Galindo

SIGNING WITNESSED BY:

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Signature

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Printed Name

DATED: \_\_\_\_\_

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Segundo Fabian Armijos

SIGNING WITNESSED BY:

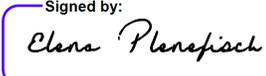
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Signature

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Printed Name

DATED: 25-sep.-2025

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Diego Guallan Tixi

SIGNING WITNESSED BY:

Signed by:  
  
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Signature  
Elena Plenefisch  
Printed Name

DATED: \_\_\_\_\_

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Miguel Lucas Ixcuna Yax

SIGNING WITNESSED BY:

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Signature

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Printed Name

DATED: \_\_\_\_\_

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Lloyd Wafula

SIGNING WITNESSED BY:

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Signature

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Printed Name

DATED: \_\_\_\_\_  
\_\_\_\_\_ Conroy Desmond Lewis

SIGNING WITNESSED BY:

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Signature

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Printed Name

DATED: \_\_\_\_\_

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Carlos Menjivar

SIGNING WITNESSED BY:

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Signature

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Printed Name

DATED: \_\_\_\_\_

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Nuelson Gomes

SIGNING WITNESSED BY:

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Signature

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Printed Name

DATED: \_\_\_\_\_  
Flavio Andrade Prado Junior

SIGNING WITNESSED BY:

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Signature

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Printed Name

DATED: \_\_\_\_\_

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Janito de Carvalho

SIGNING WITNESSED BY:

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Signature

\_\_\_\_\_  
Printed Name

DATED: \_\_\_\_\_

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Joao Fernandes

SIGNING WITNESSED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATED: \_\_\_\_\_  
\_\_\_\_\_ Marco Battistotti

SIGNING WITNESSED BY:

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Signature

\_\_\_\_\_  
Printed Name

DATED: \_\_\_\_\_  
Aires Da Graca

SIGNING WITNESSED BY:

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Signature

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Printed Name