

ABSOLUTE RELEASE AND SETTLEMENT AGREEMENT

I.

Mississippi Department of Human Services (MDHS), and the Mississippi Attorney General's Office (AGO), together with any and all of their subsidiaries, agencies, departments, as well as their agents, servants, employees, representatives, directors and officers (hereinafter referred to as "Releasers") hereby releases and discharges Southtec, Inc., ("Southtec") and any and all of its representatives or related companies, together with each and all of their separate agents, board members, stockholders, servants, employers, employees, officers, directors, principals, insurers, reinsurers, partnerships, landlords, associations or related corporations and representatives (hereinafter referred to collectively as the "Releasees") who may be in any manner whatsoever liable or alleged to be liable for Releasees' acts, or for the acts of any of the above named parties, of and from any and all actions, claims, demands and causes of action for any and all types, kinds or character of damages or injuries, including but not limited to claims for actual damages, compensatory damages, property damages, punitive damages, pre-judgment interest, post-judgment interest, attorney's fees, investigation costs, costs of court, and/or expenses, allegedly or actually caused by, resulting from, or arising out of the events and alleged injuries which are the subject of the Releasers' claims against the Releasees, and which form the basis of the claims against Releasees in the lawsuit styled *Mississippi Department of Human Services v. Mississippi Community Education Center, Inc., et al.*, and being filed in the Circuit Court of Hinds County, Mississippi, First Judicial District, as Cause No. CA22-286 (the "Litigation"), for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and other consideration, the receipt and sufficiency of which is hereby acknowledged by the Releasers.

II.

1/7

The parties agree that upon final payment of the amount set forth herein, the claims against Releasees in the Litigation will be dismissed with prejudice pursuant to Rule 41(a)(1)(ii) of the Mississippi Rules of Civil Procedure with each party bearing their own costs, including attorneys' fees and expenses.

III.

The parties agree that the amount referenced in Paragraph I. above will be paid by check made payable to the Trust Account of Jones Walker LLP, within thirty (30) days of the signing of this Agreement.

IV.

Releasors further hereby covenant and agree that Releasors will never sue, institute, or in any way aid any complaint, suit, action or cause of action, in law or in equity, against the Releasees, for any damages or loss, whether known or unknown, resulting from the events and alleged injuries which form the basis of the Litigation, or which is based on any of the allegations made in the Litigation.

V.

It is further agreed and understood that this Release is executed and delivered, and the sum of money specified above is paid, as the compromise and settlement of a disputed claim and a disputed amount of alleged damages, and that the payment of said money is not to be construed as a concession as to any claims, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Releasees, or evidence of the truth of any claims, allegations, denials, or defenses that were or could have been asserted in this action. Releasees specifically and categorically deny any and all liability with regard to all claims and allegations, and settle the claims only to buy their peace and avoid further cost of defense.

VI.

The parties have each considered the costs and delays associated with the prosecution and defense of the litigation and have reached an agreement to resolve any and all claims filed, unfiled, or which could have been filed in the Litigation.

The parties believe the settlement set forth herein (i) avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained and (ii) are fair, reasonable and adequate and in the best interest of the people of the State of Mississippi.

VII.

Full and complete compromise, settlement, accord and satisfaction are hereby acknowledged by Releasors for the claims and allegations made against Releasees, and any and all of their representatives or related companies, together with each and all of their separate agents, board members, stockholders, servants, employers, employees, officers, directors, principals, insurers, reinsurers, partnerships, landlords, associations or related corporations and representatives, in that lawsuit styled *Mississippi Department of Human Services v. Mississippi Community Education Center, Inc., et al.*, and being filed in the Circuit Court of Hinds County, Mississippi, First Judicial District, as Cause No. CA22-286.

VIII.

Releasors hereby acknowledge receipt of a copy of this Release before signing same and acknowledge that it contains the complete and entire agreement between Releasors and Releasees. It is understood that the provisions of this Release are contractual and are not merely recitals, and that Releasors, having read the foregoing Release, understand and sign this Release as their own voluntary act and deed.

IX.

The undersigned Releasors further state that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, obligations, rights, or causes of action arising as a result of the above-described lawsuit to any person or organization, private or governmental, so that Releasors retain all rights with regard to such claim.

This Release contains the entire agreement between Releasors and the Releasees with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

X.

It is further expressly understood and agreed that in the event some mistake, omission or commission may be found in this instrument that may nullify in whole or in part the effect of this Release, or should the laws of the State of Mississippi be construed to nullify or tend to nullify this Release, Releasors shall promptly execute any further documents necessary to insure that the Releasees are protected from all liability in the premises.

SIGNATURES ON THE FOLLOWING PAGE.

WITNESS OUR SIGNATURES this _____ day of _____, 2024.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

By: Robert Anderson
Its: Executive Director

ATTORNEY GENERAL FOR THE STATE OF MISSISSIPPI

By: Douglas T. Miracle
Its: Assistant Attorney General

SOUTHTEC, INC. BLAKE MARCZ

SOUTHTEC, INC.

By: BAM
Its: BLAKE MARCZ
OWNER

SWORN TO AND SUBSCRIBED
BEFORE ME, this the
1st day of May, 2024.



My Commission Expires: December 15, 2025

Alicia G. Edens
NOTARY PUBLIC

Douglas T. Miracle
ATTORNEY GENERAL FOR THE
STATE OF MISSISSIPPI

By: Douglas T. Miracle
Its: Assistant Attorney General

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said county and state, on this 22nd day of May, 2024, within my jurisdiction, the within named **Douglas T. Miracle** who acknowledged that he is Special Assistant Attorney General for the Office of Attorney General for the State of Mississippi, and did sign and execute the above and foregoing Absolute Release and Settlement Agreement on the day and year therein mentioned and for the intent and purposes therein expressed, with authority of the Attorney General for the State of Mississippi to do so.

Fonda I. Hellen
NOTARY PUBLIC

My Commission Expires: May 7, 2027



WITNESS OUR SIGNATURES this _____ day of _____, 2024.

Robert G. Anderson

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

By: Robert Anderson
Its: Executive Director

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said county and state, on this 2 day of May, 2024, within my jurisdiction, the within named **Robert G. Anderson** who acknowledged that he is Executive Director for the Mississippi Department of Human Services, and did sign and execute the above and foregoing Absolute Release and Settlement Agreement on the day and year therein mentioned and for the intent and purposes therein expressed, with authority of the Attorney General for the State of Mississippi to do so.

Marlys Myers
NOTARY PUBLIC

My Commission Expires

