

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
ABERDEEN DIVISION**

**ROBBIE KEETON GEIGER, as Administratrix  
of the Estate of Ricky Keith Keeton, Deceased;  
DELISHA KEETON MOONEY; and  
MEGAN ARCHER**

**PLAINTIFFS**

**V.**

**CAUSE NO. 1:16-CV-95- DMB-DAS**

**MONROE COUNTY, MISSISSIPPI  
and ERIC SLOAN**

**DEFENDANTS**

**GENERAL RELEASE, SETTLEMENT  
AND INDEMNIFICATION AGREEMENT**

This General Release, Settlement and Indemnification Agreement (hereinafter “Agreement”) is entered into this 17<sup>th</sup> day of October, 2022, by and between Robbie Keeton Geiger, individually and as Administratrix of the Estate of Ricky Keeton, Delisha Keeton Mooney, and Megan Archer (hereinafter “Releasers”), and Monroe County, Mississippi, and Eric Sloan, and their risk plan, Mississippi Association of Supervisors Insurance Trust and all of their officials, agents, servants, insurers, employees, employers, family members or relatives, representatives, parent, affiliate or subsidiary corporations, successors, assigns, attorneys, and any and all other persons, firms and corporations who may in any manner be liable therefor, whether directly or imputedly, or be in privity with them or any of them and each of them being the parties released, (hereinafter “Releasees”), **WITNESSETH:**

**WHEREAS**, Releasers desire and agree to fully and finally resolve any and all existing or potential issues, claims and disputes that relate or arise out of the matters set forth in Plaintiffs’ Complaint in the above styled and numbered cause, including, but not limited to, any claim of

personal injury, medical expense, loss of wages or present, past or future disability or impairment, meaning all claims for compensatory and actual damages, punitive damages, attorney fees, and any other costs and expenses recoverable that might arise and accrue to the undersigned claims compensatory damages against the Releasees. Releasees likewise desire and agree to fully and finally resolve such issues, claims and disputes, without any admission, concession or inference of liability or legal responsibility or any other admission by Releasees, and now agree to the following terms and conditions of this General Release, Settlement and Indemnification Agreement for the consideration set forth herein.

1. In full, complete and final settlement of all issues, claims and disputes that relate to, or arise out of, the matters set forth in Plaintiffs' Complaint in the above styled and numbered cause, and any other costs and expenses recoverable, Releasees agree to pay the total amount of Six Hundred Ninety Thousand Dollars and no/100's (\$690,000.00). Releasors and Releasees agree that the settlement proceeds in the case are for the wrongful death claim as a result of personal injury individually to Robbie Keeton Geiger, Delisha Keeton Mooney, and Megan Archer in their individual capacities. Releasors and Releasees agree that no money is due to the estate of Ricky Keeton, as the decedent did not provide any amount of support to any of the individual Releasees, all expenses of the estate have been paid, there are no outstanding claims against the estate, and all personal property of Mr. Keeton was returned to the estate. Releasors and Releasees further agree that no portion of this settlement is attributable to punitive damages. The Releasors herein, and their Counsel of Record, do further covenant and warrant that the settlement funds tendered herewith shall be held in trust pending satisfaction of all terms and conditions of this Release.

2. Releasors and Releasees acknowledge that the above stated consideration is not to be construed as an admission of any wrongdoing, liability, or legal responsibility on the part of Monroe County, Mississippi, Eric Sloan, or any employee thereof, but that, on the contrary, any such wrongdoing, liability or legal responsibility for the matters complained of in Plaintiffs' Complaint as described above are expressly denied by Releasees.

3. Releasors agree that, in consideration of the payment described above, they will and do hereby forever and irrevocably release and discharge Releasees from any and all grievances, claims, demands, defenses, actions, or causes of action, obligation, damages, and liabilities whatsoever, including liability for actual damages, compensatory damages, punitive damages, attorneys fees, litigation costs, expenses, or any other costs, fees, or expenses whatsoever, which Releasors now have, have had or may have, whether the same be at law, in equity, or mixed, or in any way arising from or relating to any act, occurrence, omission or transaction before the date of this General Release, Settlement and Indemnification Agreement.

4. This is a General Release. Releasors expressly acknowledge that this General Release includes, but is not limited to, Releasors' intent to release Releasees from any claim relating to or arising from matters complained of in their Complaint, including, but not limited to, any claim arising under the provisions of the laws, statutes and constitution of the United States and the State of Mississippi, and any other law, state or federal.

5. Releasors further represent, promise, and agree that, by and through their attorneys, that they have joined in, ratified, and approved of the filing in the United States District Court for the Northern District of Mississippi, Aberdeen Division, a final order dismissing with prejudice **Civil Action No. 1:16-CV-95- DMB-DAS, Robbie Keeton Geiger, as Administratrix of the Estate of**

**Ricky Keith Keeton, Deceased; Delisha Keeton Mooney; and Megan Archer v. Monroe County, Mississippi and Eric Sloan**, prior to executing and signing this agreement.

6. Releasors and their Counsel of Record do further covenant and warrant that any and all expenses of any nature incurred by them as a result of the incident in question that have been paid or will be paid by Blue Cross, the Mississippi Medicaid Commission, Medicare, or by any other person, association, corporation, insurance company, partnership, or governmental agency possessing any right to subrogation against any of the parties released will be satisfied and repaid out of these settlement proceeds. Releasors and their Counsel of Record do further covenant and warrant that in the event that claims are made against the parties as a result of payments made to either of them or on their behalf, that each of them will hold harmless and fully indemnify the parties released of all sums paid to include the payment of attorneys' fees with regard to any such claims.

7. Releasors and their Counsel of Record further covenant and warrant that neither of them have assigned any right arising as a result of the above described incident to any other person, association, partnership, corporation, insurance company, or governmental agency and that they alone retain all rights with regard to action, damages or expenses arising as a result of the incident described herein. Releasors and their Counsel of Record further covenant and warrant that to the extent any such other person, association, partnership, corporation, insurance company, or governmental agency has placed them on notice of a claim of lien against the proceeds of the above reference cause, a written verification of lien satisfaction will be attached hereto and none of the settlement funds herein described will be disbursed until an appropriate verification of line satisfaction has been received and attached hereto.

8. Releasors further agree that this agreement shall be binding upon and shall enure to their assigns, personal representatives, heirs, executors, administrators, predecessors, officers, agents, representatives, and that this agreement contains and comprises the entire agreement and understanding of the parties hereto, being the Releasors, their Counsel of Record, and the Releasees herein, and that there are no additional promises or terms of this agreement among the parties other than those contained herein, and that this agreement shall not be modified except in writing signed by each of the parties hereto.

9. Releasors and Releasees further agree that this agreement and the rights and obligations hereunder shall be governed by and shall be construed in accordance with the laws of the State of Mississippi.


10. If the terms or provisions of this agreement are found null, void, or inoperative for any reason, the remaining provisions will remain in full force and effect. Further, the language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

11. Releasors, including the Estate of Ricky Keeton, covenant that this settlement has been presented to and approved by the Chancery Court of Monroe County, Mississippi. Releasors further covenant that all expenses of the estate, such as funeral expenses, have been paid by the individual plaintiffs and there are no outstanding claims against the estate, as the two (2) claims probated against the estate were each satisfied and cancelled.

12. Releasors, being the undersigned, represent that they have each read this General Release, Settlement and Indemnification Agreement, that they have each been given a reasonable period of time to consider this agreement, that they each understand all of its terms, that they have

fully discussed the terms of this agreement with Jim Waide, Esquire, and Rachel Pierce Waide, Esquire, attorneys of their choice, and that in executing this agreement, they do not rely on and have not relied upon any representation or statements made by Releasees' agents, representatives or attorneys with regard to the subject matter, basis and effect of this agreement, and that they have entered into this agreement voluntarily, of their own free will and with knowledge of its meaning and effect.

WITNESS MY SIGNATURE on this the 17<sup>th</sup> day of October, 2022.

  
**ROBBIE KEETON GEIGER, as**  
**Administratrix of the Estate of Ricky**  
**Keith Keeton**

  
**DELISHA KEETON MOONEY**

  
**MEGAN ARCHER**

**STATE OF MISSISSIPPI**  
**COUNTY OF LEE**

Personally appeared before me, the undersigned authority in and for the aforesaid State and County within my jurisdiction, the within named **ROBBIE KEETON GEIGER**, who acknowledged that she signed and delivered the above and foregoing General Release, Settlement and Indemnification Agreement on the day and year therein mentioned as her own voluntary act and deed.

**GIVEN** under my signature and official seal, this the 17<sup>th</sup> day of October, 2022.

  
Notary Public



STATE OF MISSISSIPPI  
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the aforesaid State and County within my jurisdiction, the within named **DELISHA KEETON MOONEY**, who acknowledged that she signed and delivered the above and foregoing General Release, Settlement and Indemnification Agreement on the day and year therein mentioned as her own voluntary act and deed.

GIVEN under my signature and official seal, this the 17<sup>th</sup> day of October, 2022.

Sara J. Strain  
Notary Public

My Commission Expires:

March 10, 2026



STATE OF MISSISSIPPI  
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the aforesaid State and County within my jurisdiction, the within named **MEGAN ARCHER**, who acknowledged that she signed and delivered the above and foregoing General Release, Settlement and Indemnification Agreement on the day and year therein mentioned as her own voluntary act and deed.

GIVEN under my signature and official seal, this the 14<sup>th</sup> day of October, 2022.

Sara J. Strain  
Notary Public

My Commission Expires:



**APPROVAL OF ATTORNEY**

I, Jim Waide and/or Rachel Pierce Waide, attorneys for **Robbie Keeton Geiger, Delisha Keeton Mooney, and Megan Archer**, do hereby approve the foregoing settlement and release and certify that I/we have read and explained the above and foregoing General Release, Settlement and Indemnification Agreement and the consequences thereof to Robbie Keeton Geiger, Delisha Keeton Mooney, and Megan Archer.

This the 18<sup>th</sup> day of October, 2022.

Jim Waide  
Attorneys for Plaintiffs