

**CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Confidential Settlement Agreement and General Release (“Agreement”) is entered into on this 21<sup>st</sup> day of October 2025 (“Effective Date”) by and among PAUL LITTLE (“Plaintiff”) and CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, CARROLL COUNTY (“County Defendants”), The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL (“City Defendants”) (collectively referred to as “Defendants”) (collectively Defendants and Plaintiff referred to as the “Parties”), as well any and all known and unknown officers, employees, and agents of the City of Mount Carroll and Mount Carroll Police Department and all past and current appointed and elected officials, presidents, trustees, employees, agents, attorneys, officers and representatives..

Plaintiff has filed a Complaint in the United States District Court, Northern District of Illinois, Western Division, 3:25-cv-50202 (“Lawsuit”) seeking, *inter alia*, economic and non-economic damages from an incident that occurred on May 11, 2024 (“Incident”), as more specifically identified and alleged in the pleadings. Defendants deny all liability and misconduct and continue to deny any wrongdoing whatsoever. The Parties desire to compromise, settle, and forever extinguish all claims among them that have arisen or that could arise out of Incident, including their respective claims, causes of action, or actionable matters of any kind which exist between them or the Individual Officers related to Plaintiff’s arrest or any allegations in the Lawsuit, as of the effective date of this agreement, and enter into a full and final compromise, settlement and mutual release. This agreement constitutes the compromise and settlement of disputed claims and causes of action that is made to avoid further costs of litigation, and nothing contained herein nor any actions taken by Plaintiff or Defendant in connection herewith, shall constitute, be construed as, or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of the Defendants, all such liability, wrongdoing, fault or otherwise being strictly and entirely denied by all Defendants, and Defendants reiterate that they are settling this matter as a cost of defense settlement as a decision made by their insurance carriers, and not to be deemed as any wrongdoing therein.

Moreover, Plaintiff and Defendants intend this agreement to be a complete and total resolution of any and all claims and causes of action or actionable matters of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have or could have had against Defendant, the individual officers or deputies, or any potential names or unnamed potential defendant from any and all alleged or asserted injuries or claims arising out of Plaintiff’s allegations and claims asserted against Defendants.

**1. SETTLEMENT PAYMENT.**

- a. In consideration of the foregoing, and for other good and valuable consideration, the mutual promises and covenants set forth below, the sufficiency of which is acknowledged: Upon receipt of an executed copy of this Agreement, a final lien letter or affidavit of no liens, and a W-9 (with Social Security number and date of birth if applicable) or equivalent from all payees and the filed dismissal order (“Closing Documents”), Plaintiff shall receive \$190,000.00, with \$175,000 to be paid by Carroll

County Defendants and \$15,000 to be paid by the Mount Carroll Police Department Defendants, including the City of Mount Carroll, inclusive of all of Plaintiff's attorney's fees and litigation costs and litigation expenses incurred by the Plaintiff or Plaintiff's attorneys relative to the suit, from Defendants or its agent(s) payable to "Evans & Page." No other economic considerations or financial payments shall be paid by the Defendants to Plaintiff under this Agreement beyond the financial compensation stated in this section. Defendants state that the above payment is being made to settle the Lawsuit based on a cost of defense economic decision of the Defendants and its insurance carriers and not a decision related to the merits of Plaintiff's allegations set forth in the Lawsuit. Nothing contained herein, nor any actions taken by Plaintiff or Defendants in connection herewith, shall constitute, be construed as, or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of Plaintiff or Defendants, all such liability, wrongdoing, fault or otherwise being strictly and entirely denied by the Defendants and Individual Officers. Plaintiff Paul Little, individually and on behalf of any family members, personal representatives, administrators, successors and assigns, does fully and finally release, waive and forever discharge the Parties and its past and current appointed and elected officials, mayors and trustees, employees, volunteers, insurers, insurance programs, risk management pools, agents, attorneys, successors, assigns and representatives of CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, CARROLL COUNTY, The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL ("Defendants") (collectively "Released Parties") from any and all claims, controversies, liabilities, judgments, causes of action, damages, demands, costs, attorney's fees and expenses, known and unknown, vested or contingent, direct or indirect, whether recoverable under the constitutions, statutes, or common law of the United States of America or State of Illinois, that Plaintiff may have, had, or may now have against the Released Parties, arising out of the claims and allegations made or that could have been made in the Lawsuit pending in the Northern District of Illinois, Western Division. Upon receipt of the monies, Plaintiff will dismiss with prejudice all parties to this lawsuit and file a stipulation of dismissal pursuant to settlement.

- b. County Defendants shall issue the Settlement Payment described in Section 1(a) within 15 days of delivery of the Closing Documents and written payment instructions. City Defendants shall issue the Settlement Payment described in Section 1(a) within 30 days of delivery of the Closing Documents and written payment instructions
- c. Defendants' obligation to pay the Settlement Payment is discharged upon delivery to Plaintiff's counsel of record in the Lawsuit of a valid check or checks for the Settlement Payment.

2. **GENERAL RELEASE.** Plaintiff, for himself and his heirs, administrators, agents, assigns, executors, representatives, and successors, completely releases and forever discharges DEFENDANTS, CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, and CARROLL COUNTY, The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL and each of their respective agents, representatives, predecessors, successors, heirs, executors, administrators, assigns, vendors, and suppliers, associations or partnerships, employees, officers, directors, members, managers, attorneys, consultants, contractors, insurers, principals, and shareholders (collectively, "Released Parties"), of and from every claim, demand, right, cause of action, damages, costs, expenses, attorneys' fees, compensation, lawsuits, liens, including claims for fees, costs, and interest or obligations of whatsoever kind or nature, which Plaintiff may now have or in the future may have arising out of or relating to the Incident. Plaintiff acknowledges that Plaintiff may later discover claims or facts that differ from, or are in addition to, those that Plaintiff now knows, believes, or suspects to exist regarding the Incident, and which, if known at the time of signing this Agreement, may have affected Plaintiff's decision to enter into this Agreement. Nevertheless, Plaintiff intends to fully, finally, and forever settle and release all claims that are known and unknown, all claims for known and unknown, and anticipated or unanticipated injuries or damages, and all claims for expected or unexpected consequences of injuries or damages, which have resulted or may result from the Incident, notwithstanding the possible discovery or existence of additional or different claims or facts after this Agreement is executed. The release in this Agreement shall be construed as broadly as possible to effectuate this intent. Plaintiff acknowledges that the Settlement Payment sufficiently compensates Plaintiff for all of Plaintiff's alleged damages related to the Incident and is inclusive of attorney's fees.

As part of the Agreement and in consideration for the payment to Plaintiff by the Defendants described above, this release and waiver also includes any and all acts or omissions of any kind or nature allegedly committed by or omitted by the Released Parties, and any claims that Plaintiff has or may have, arising out Plaintiff's arrest or the events alleged in the Complaint/Lawsuit.

This Agreement further expresses a full and complete settlement of such alleged claims and liabilities asserted in the Lawsuit or that could have been asserted in the Lawsuit by Plaintiff, PAUL LITTLE, and denied by the Released Parties for any and all economic or non-economic damages of any kind, including but not limited to general, specific, punitive, exemplary, medical or medically related expenses, loss of income, wages, other monies, and attorney fees and costs in exchange for the performance of the obligations, and any other considerations and compensation to be paid under this Agreement. Once more, the Defendants and Individual Officers deny any and all claims, allegations of misconduct or otherwise, and affirm that the settlement is based on a cost of defense economic decision of the Defendants, and more importantly, its insurance carriers, and not a decision related to the merits of Plaintiff's allegations set forth in the Lawsuit or otherwise made against the released parties, its employees or the Individual Defendants, to which the allegations are denied in their entirety. Plaintiff acknowledges and agrees that the nature, materiality, extent and results of the Claims compromised and released by this Agreement may not now all be known or anticipated by him. However, it is the intention of Plaintiff and Defendant hereto THAT THIS AGREEMENT SHALL BE EFFECTIVE AS A BAR FOR ALL TIME TO EACH AND EVERY CLAIM, CHARGE, LIABILITY, AND/OR CAUSE OF ACTION OF ANY

KIND RELATED TO THE INCIDENT THAT PLAINTIFF MAY HAVE OR HAS HAD AGAINST DEFENDANT AND THE INDIVIDUAL OFFICERS AS SET FORTH HEREIN. Plaintiff further acknowledges and agrees that even if they may hereafter discover facts different from or in addition to those now known, suspected or believed to be true with respect to such claims, demands or causes of action released pursuant to the terms of this Agreement, this Agreement will be and remain effective in all respects notwithstanding any such different or additional facts.

3. **DISMISSAL WITH PREJUDICE OF CLAIMS.** Upon execution of this Agreement, Plaintiff or his counsel shall submit for entry with the Court an order dismissing all claims against the Defendants in this Agreement with prejudice and without costs to either party. As part of this settlement, each Party agrees to be responsible for the payment of their own respective attorney's fees and litigation costs.

4. **INDEMNIFICATION.** All subrogation claims, liens, or payments due of any nature whatsoever, which have been or might be asserted as a result of the Incident, including but not limited to claims for services rendered by Plaintiff's attorneys and medical providers, are satisfied or will be satisfied from the Settlement Payment. With regard to any such claims and liens, Plaintiff agrees to defend, indemnify and hold Defendants and the Released Parties harmless if any claim or demand is made or action taken against Defendants or the Released Parties on account of, arising out of or in any way connected with such claims or liens. Plaintiff alone is responsible for any tax consequences that may arise because of the Settlement Payment.

6. **GOVERNMENT HEALTHCARE.** Plaintiff specifically represents and warrants that Plaintiff is not now and has not ever received payments from Medicare with regard to the Incident. Plaintiff represents and warrants that as of the date of this Agreement, Medicare, a Medicare intermediary or carrier, Medicaid, or any entity operating under contract with those entities has not paid any expenses in connection with Plaintiff's alleged injury or injuries arising from the Incident. Plaintiff further represents and warrants that there are no subrogation claims, liens, or claims by Medicare, a Medicare intermediary or carrier, Medicaid, any other federal or state governmental agency or entity, or any entity operating under contract with those entities for payment of any type related to Plaintiff's medical condition, injuries, and treatment allegedly arising from the Incident. If a lien or reimbursement right is asserted against the Settlement Payment or against Defendants or Released Parties, then, in consideration of the payment made to Plaintiff, Plaintiff covenants to pay and satisfy the asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to release Defendants and the Released Parties or any other persons, firms, or corporations making the Settlement Payment, and to INDEMNIFY, DEFEND, AND HOLD HARMLESS Defendants and the Released Parties from all claims, actions, judgment or settlements, and demands for damages, costs, expenses, or compensation on account of, or in any way arising out of the Incident, including damages, attorneys' fees, and all other costs arising out of claims from contribution, common law indemnification, and contractual indemnification resulting from the assertion or enforcement of the lien or reimbursement right by any entity having a lien or reimbursement right. This indemnification provision specifically includes, but is not limited to, any costs, expenses, attorneys' fees, claims, actions, administrative proceedings, judgments, or settlements arising under the Medicare Secondary Payer Act as contemplated under Section 1862(b) of the Social Security Act (42 USC Section 1395y(b)) and

applicable regulations found at 42 CFR Part 411. Plaintiff further agrees to defend and indemnify the Released Parties from and against any fine, penalty, suit, regulatory, or administrative proceeding resulting from the false or incorrect reporting of information required by Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 and to fulfill any obligations required of them under the Medicare Secondary Payer Act as contemplated under Section 1862(b) of the Social Security Act (42 USC Section 1395y(b)) and applicable regulations found at 42 CFR Part 411 and Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

7. **RELIANCE UPON OWN LEGAL COUNSEL.** Plaintiff has investigated to his complete satisfaction all claims, information and facts, circumstances, and allegations arising out of or related to the Incident. Plaintiff has not relied upon any statement or representation by Defendants, the Released Parties, or their representatives not expressly set forth in this Agreement. Plaintiff has fully read this Agreement, has fully discussed this Agreement with his legal counsel, upon whose advice he has freely and without reservation relied, and completely understands and voluntarily accepts all the terms, conditions, and consequences of this Agreement.

8. **NON-ASSIGNMENT/AUTHORITY.** Plaintiff has the sole right and exclusive authority to settle the Lawsuit, execute this Agreement, and receive the Settlement Payment. Neither the settlement nor this Agreement results from duress, coercion, misrepresentation, or undue influence by or on behalf of any party. The Parties each shall bear their own respective costs and attorneys' fees in connection with this Agreement. Plaintiff will satisfy all attorneys' fees and liens, consultant fees and charges, medical expenses and liens, and costs and obligations of any kind that Plaintiff has incurred in connection with the Incident or the Lawsuit.

9. **NO ADMISSION OF LIABILITY.** This Agreement compromises a disputed claim and is not an admission of liability by Defendants and the Released Parties, which deny all liability and merely intend to avoid litigation. This Agreement may not be used by anyone as an admission of liability on the part of Defendants or Released Parties. The Defendants and Individual Officers deny any and all claims, allegations of misconduct or otherwise, and affirm that the settlement is based on a cost of defense economic decision of Carroll County, the City of Mount Carroll, and more importantly, its insurance carriers, and not a decision related to the merits of Plaintiff's allegations set forth in the lawsuit or otherwise made against the Defendants, to which the allegations are denied in their entirety.

10. **CONFIDENTIALITY.** In consideration for not more than \$500.00 of the Settlement Payment, Plaintiff and his attorneys shall keep the terms of this Agreement (including the amount of the Settlement Payment) confidential, except as to the Court in this matter if ordered, his spouse and children, his tax preparer, and, with Defendants' express permission, to anyone that needs to know the terms of this Agreement to facilitate the resolution to the subject litigation, such as any lienholders and applicable laws including the Illinois Freedom of Information Act, and Plaintiff shall not disparage Defendants or any of the Released Parties.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between Plaintiff and Defendants. This Agreement supersedes any prior discussions or representations that Defendants or any of the Released Parties may have made. Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or

representations of any kind have been made to him by Defendant, Individual Officers, or their attorneys, to induce him to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by Plaintiff and an authorized representative of the City of Mount Carroll or Carroll County.

12. **GOVERNING LAW.** This Agreement shall be interpreted according to the laws of the State of Illinois in effect on the Effective Date.

13. **ENFORCEMENT OF AGREEMENT BY RELEASED PARTIES.** All Released Parties are entitled to enforce this Agreement as intended third-party beneficiaries of this Agreement.

14. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts. A facsimile or electronic copy of signatures is deemed an original and shall be enforceable as if it was the original signed copy of the Agreement.

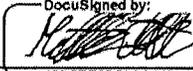
15. **OPPORTUNITY TO CONSULT ADVISORS.** Plaintiff and Defendants have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement. **For Settlement Only.** This Agreement is entered into for settlement purposes only and represents the compromise of all disputed claims, actual or potential, arising out of the Lawsuit or the allegations made therein, which Plaintiff has or may believe he has pursuant to the Incident. Neither this Agreement, the decision to enter into this Agreement, nor anything done pursuant to this Agreement, shall be construed to be an admission or evidence of any wrongdoing or liability by Plaintiff, Defendant or Individual Officers, such wrongdoing and liability being expressly, utterly and entirely denied. Nor will this Agreement, its existence or its terms, be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement. Defendant states that it is entering this agreement, and thereafter providing payment, as a result of the Defendants and its insurance carrier, making a cost of defense economic decision and not a decision based on the merits of the claims.

16. **REPRESENTATIONS AND WARRANTIES BY PLAINTIFF AND DEFENDANTS.** Plaintiff and Defendants represent and warrant that (a) they have the capacity, full power and authority to enter into this Agreement; (b) the individuals signing on behalf of the Defendants is authorized to do so; (c) they have not assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this agreement; (d) there are no other claims, charges, complaints, actions for relief, suits, arbitrations or other claims or proceedings, pending between Plaintiff and Defendants in any court, before any agency, or in any forum; and (e) no other person or third party has any right, title, or interest in any of the Released Claims covered by this Agreement.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR PRECEDING SIGNATURES.

**THIS IS A RELEASE READ BEFORE SIGNING**

**Witness:**

DocuSigned by:  


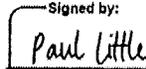
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(Signature)

matthew little

(Print Name)

**Plaintiff:**

Signed by:  


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(Signature)

Paul Little

(Print Name)

10/23/2025

(Date)

IN WITNESS WHEREOF, Defendants, CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, AND CARROLL COUNTY, and The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL caused this Settlement Agreement and Release of All Claims and Liens to be executed on the day and date set forth below.

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

On behalf of CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, AND CARROLL COUNTY

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

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

On behalf of The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL

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

THIS IS A RELEASE READ BEFORE SIGNING

Witness:

Plaintiff:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

IN WITNESS WHEREOF, Defendants, CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, AND CARROLL COUNTY, and The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL caused this Settlement Agreement and Release of All Claims and Liens to be executed on the day and date set forth below.

Signature: *Robert Jachnicki*

Name ROBERT JACHNICKI

Title COUNTY ADMINISTRATOR

On behalf of CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, AND CARROLL COUNTY

Date: 10/29/25

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

On behalf of The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL

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

THIS IS A RELEASE READ BEFORE SIGNING

Witness:

Plaintiff:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

IN WITNESS WHEREOF, Defendants, CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, AND CARROLL COUNTY, and The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL caused this Settlement Agreement and Release of All Claims and Liens to be executed on the day and date set forth below.

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

On behalf of CARROLL COUNTY SHERIFF RYAN KLOEPPING, CARROLL COUNTY SHERIFF DEPUTY TYLER TODD, CARROLL COUNTY SHERIFF DEPUTY CHRISTIAN PONALL, AND CARROLL COUNTY

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

Signature: Carol R Bates

Name CAROL R BATES

Title MAYOR City of Mt Carroll

On behalf of The CITY OF MOUNT CARROLL AND POLICE OFFICER COURTNEY GRINNALL

Date: 10/23/2025