

CERTIFICATION, AGREEMENT, AND RELEASE

I, Deon Devon Delonta Jones (Plaintiff), [REDACTED],

[REDACTED], agree that upon of receipt of consideration of payment of the sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS** (\$500,000), lawful money of the United States, inclusive of attorney's fees and costs ("Settlement Amount"), for Plaintiff, Plaintiff's heirs, executors, administrators, and assigns, agree to release, waive, and forever discharge the District of Columbia, a municipal corporation, its current and former officers, agents, servants, and employees, including but not limited to Lennard Johnson, Kathleen Landerkin, Laretta Johnson, Lashawn Lattisaw, Delron Faison, and any and all current and former employees (collectively, the "District"), of and from any and all actions, damages, claims, and demands, including, but not limited to, claims for sexual orientation discrimination, hostile work environment, retaliation, failure to accommodate, emotional distress, negligent supervision, compensatory damages, punitive damages, pre- and post-judgment interest, past and future economic damages, past and future non-economic damages, and any and all claims or liens for attorney's fees and costs, which Plaintiff now has against the District, or which Plaintiff or any person or persons claiming by, through, or under Plaintiff, or on Plaintiff's behalf, now has or may have, under any theory of liability against the District, by reason of or in any way arising out of or from complaints of sexual orientation discrimination, hostile work environment, retaliation, failure to accommodate, emotional distress, and negligent supervision as litigated in or that could have been litigated in the lawsuit titled *Deon Jones v. District of Columbia, et al.*, Case No. 2021 CA 004345 B, filed in the Superior Court of the District of Columbia (the "Litigation"), and as more fully described in the Amended Complaint, filed in that lawsuit, including but not limited to all allegations made in the

Litigation or that could have been filed or alleged in the Litigation or in any forum, court, or administrative tribunal.

Plaintiff expressly agrees that this agreement and release includes any and all injuries and damages to Plaintiff or Plaintiff's property and any and all attorney's fees and costs incurred by Plaintiff or on Plaintiff's behalf resulting from the above-described allegations in the Litigation, whether now manifest or not, together with all direct and indirect consequences now known or which may become known, the intention being to forever release the District finally and absolutely from all liabilities arising wholly or partially in any way from the above-described occurrences, including all claims that were or could have been asserted in this case against the District of Columbia or any other current or former District employee. Plaintiff further agrees that neither the Parties' agreement nor the payments under it shall be subject to assignment.

As further consideration for the District's agreement to pay the Settlement Amount, Plaintiff agrees that neither the Parties' agreement, nor the District's offer to settle this case, shall in any way be construed as an admission by the District that it or any of its current or former employees, acted wrongfully with respect to Plaintiff or any other person, or that Plaintiff has any rights against the District. Further, Plaintiff understands that the District specifically disclaims any and all liability to Plaintiff or that the District committed any wrongful, unlawful, discriminatory, harassing, or retaliatory act or acts against Plaintiff or any other person.

As further consideration for the District's agreement to pay the Settlement Amount, Plaintiff agrees to dismiss all active claims asserted in the Litigation against the District, Lennard Johnson, Kathleen Landerkin, Laretta Johnson, Lashawn Lattisaw, and Delron Faison with prejudice.

As further consideration for the District's agreement to pay the Settlement Amount, Plaintiff agrees that he will not file an appeal for any claims alleged or that could have been alleged in the Litigation, regardless of whether they were dismissed, disallowed, or adjudicated by the Court, including all claims against the District, Lennard Johnson, Kathleen Landerkin, Laretta Johnson, Lashawn Lattisaw, and Delron Faison.

As further consideration for the District's agreement to pay the Settlement Amount, Plaintiff agrees to indemnify and hold harmless the District, Lennard Johnson, Kathleen Landerkin, Laretta Johnson, Lashawn Lattisaw, and Delron Faison, against any and all actions, damages, claims, and demands asserted by Plaintiff or his agents for damages, costs, and expenses (including attorney's fees) arising out of any injury or damage to Plaintiff as a result of the above-described occurrence or as alleged in or that could have been alleged in the Litigation.

As further consideration for the District's agreement to pay the Settlement Amount, Plaintiff agrees that the Parties' agreement will be governed by and interpreted in accordance with the substantive law of the District of Columbia. Plaintiff further agrees that any lawsuit concerning this settlement will be filed in the Superior Court of the District of Columbia, which shall have exclusive jurisdiction over any dispute concerning this settlement.

As further consideration for the District's agreement to pay the Settlement Amount, Plaintiff will promptly (within 10 calendar days of signing this agreement) submit his written notice of resignation from the Department of Corrections ("DOC") to DOC. The written notice of resignation shall set an effective date of resignation as 60 days after Plaintiff signs this agreement ("Resignation Date"). The District will pay Plaintiff the Settlement Amount on or before the Resignation Date. Plaintiff will be formally separated from DOC employment based on his resignation on the Resignation Date. The District agrees that Plaintiff will remain on paid

administrative leave until the Resignation Date. While on paid administrative leave, Plaintiff will receive his normal pay and benefits. Upon his resignation, Plaintiff will receive his annual leave-payout in accordance with the District's normal business processes. Nothing in this agreement affects any benefits, obligations, or programs related to Plaintiff's separation from District government.

As further consideration for the District's agreement to pay the Settlement Amount, Plaintiff agrees that he will neither seek nor accept employment with the government of the District of Columbia at any time in the future.

The District agrees that if future, non-District government potential employers contact DOC concerning an employment reference, DOC would confirm that Plaintiff had worked at DOC from his start date to the date of his resignation and would provide a neutral reference with no opinion provided about whether Plaintiff would be eligible for re-hire.

Provision Relating to Age Discrimination in Employment Act ("ADEA") Release.

Plaintiff understands and agrees that:

- i. He is voluntarily entering into and signing this Agreement;
- ii. The claims waived, released, and discharged include any and all claims Plaintiff has or may have arising out of or related to his employment with the District or separation from the District's employment, including any and all claims under the ADEA;
- iii. Those claims waived, released, and discharged do not include, and Plaintiff is not waiving, releasing, or discharging, any claims that may arise after the date of this Agreement;
- iv. The Agreement provides consideration that Plaintiff was not entitled to receive before signing this Agreement;

v. Plaintiff has twenty-one (21) days within which to consider this Agreement, and he is informed that he may waive this twenty-one day consideration period and elect to execute this document prior to the expiration of the twenty-one day consideration period, in order to expedite the execution of this Agreement; Plaintiff may waive this twenty-one day consideration period by signing a separate waiver, entitled ELECTION TO EXECUTE PRIOR TO EXPIRATION OF TWENTY-ONE DAY CONSIDERATION PERIOD, made available to him with this Agreement;

vi. Plaintiff has been given an opportunity to consult with an attorney regarding this Agreement before signing this Agreement; Plaintiff acknowledges that the District has advised him to consult with an attorney and Plaintiff is entering into this Agreement freely, knowingly, and voluntarily;

vii. Plaintiff may revoke this Agreement at any time within seven (7) days after the day he signs this Agreement and must return any consideration already transferred.

Plaintiff understands that, for the District to process the settlement paperwork, it must receive an original signed certification and release from Plaintiff; an original, executed 2025 W-9 from both Plaintiff and the law firm representing Plaintiff in this action, that are executed in blue or black ink; and identification of Plaintiff's email address and phone number.

Plaintiff further agrees that payments under the agreement will be made by check in the amount of \$500,000 payable to "WilmerHale" and mailed to WilmerHale, c/o Ericka Aiken, 2100 Pennsylvania Avenue, NW, Washington, D.C. 20037.

For Plaintiff:

Deon Jones

DEON JONES

Ericka Aiken

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2100 Pennsylvania Avenue, NW
Washington, D.C. 20037
(202) 663-6504
ericka.aiken@wilmerhale.com

02/03/26

Date

02/04/26

Date

For the District of Columbia:

BRIAN L. SCHWALB
Attorney General for the
District of Columbia



CHAD COPELAND
Deputy Attorney General
Civil Litigation Division

02/05/2026

Date



CHARLES J. COUGHLIN [1016993]
Chief, Section IV

2/5/2026

Date



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2/5/2026

Date