

**SETTLEMENT AGREEMENT, GENERAL RELEASE,
AND WAIVER OF CLAIMS**

Parties: The parties to this Settlement Agreement include: (a) **Blayne Newton** (referred to herein as “Newton”) as well as any and all executors, administrators, personal representatives, heirs, family members, spouses, sureties, or other individuals claiming through Newton excluding his attorneys; and (b) **Board of Police Commissioners of Kansas City, Missouri**, through its members, and any and all of their current and former members, employees of the Kansas City, Missouri Police Department (and the institution itself), managers, officers, directors, attorneys, insurers, predecessors and successors in interest and assigns (collectively referred to herein as “BOPC”). Newton and the BOPC are sometimes collectively referred to herein as “the Parties.”

Background: In substantial part, this Settlement Agreement sets forth the agreement terms, and the general release and waiver of claims agreed to by the Parties on February 4, 2026. This Settlement Agreement reaffirms those agreement terms, general release and waiver of claims reflected in the Term Sheet (“Term Sheet”) executed on February 4, 2026.

The Parties enter into these agreements to settle any and all differences, disputes, grievances, claims, charges, lawsuits, and complaints, whether known or unknown, that Newton has or arguably may have against the BOPC. This includes, but is not limited to, any claims arising out of or in any way relating to his separation from employment with the BOPC, any workers compensation and/or disability claims he has made related to his employment with the BOPC, and any and all pending lawsuits, Equal Employment Opportunity Commissioner or Missouri Commission on Human Rights Charges, anticipated EEOC or MCHR Charges, internal complaints, or any other dispute Newton has or could have with the BOPC. The parties intended to be legally bound by the terms contained within the Term Sheet and reaffirm those (and any additional terms cited herein) through the execution of this final Settlement Agreement.

In consideration for the covenants, conditions, and obligations set forth in this Settlement Agreement, the Parties agree as follows:

1. **Return all Kansas City, Missouri Police Department Property:** Under the terms of the underlying Term Sheet, Newton was required to return all Kansas City, Missouri Police Department (“KCPD”) property to the KCPD by close of business on February 4, 2026. In signing this Settlement Agreement, Newton confirms he has returned all KCPD property to the KCPD.
2. **Termination of all Police Authority:** Newton acknowledges that his authority to act (or hold himself out) as a law enforcement officer on behalf of the KCPD, both on and off duty, ceased upon execution of the Term Sheet, but no later than 5:00pm/CT, February 4, 2026.
3. **Newton Remains on Leave Until Execution of the Final Settlement Agreement:** Newton acknowledges he has been on administrative leave since the execution of the Term Sheet and shall remain on administrative leave until the execution of this Settlement Agreement (and corresponding resignation), but in no event any later than 5:00pm/CT, February 13, 2026. Newton acknowledges he has no authority to

act as a law enforcement officer on behalf of the KCPD while on this administrative leave.

4. **Release by Newton:** Newton forever waives, releases, absolves, and discharges the BOPC; the Kansas City, Missouri Police Department (“the Department”); Chief Stacey Graves; and the Department’s and BOPC’s current and former members, employees, managers, officers, directors, attorneys, insurers, predecessors and successors in interest, and assigns (collectively referred to as the “Releasees”) from any and all claims, charges, demands for relief, or causes of action, whether known or unknown, arising from acts or omissions of any of the foregoing entities or individuals, including but not limited to Newton’s employment with the KCPD/BOPC, occurring at any time before or as of the date of Newton’s execution of this final Settlement Agreement. This release includes, but is not limited to, the following claims: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended; 42 U.S.C. § 1981, the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*, as amended (“ADEA”); the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.*; the Fair Labor Standards Act; the Missouri Human Rights Act (“MHRA”); any Missouri whistleblower protection law, including Mo. Rev. Stat. §§ 105.055 and 285.375; Missouri Equal Pay Law, Mo. Rev. Stat. § 290.400 *et seq.*, as amended; Missouri Disability Discrimination Law, Mo. Rev. Stat. § 209.150 *et seq.*, as amended; the Missouri State Wage, Payment, Work Hour, and Dismissal Laws, Mo. Rev. Stat. §§ 290.010-290.590, as amended; the Missouri statutory provisions regarding retaliation/discrimination for filing a workers’ compensation claim, § 287.780, as amended; the Missouri Genetic Testing Information Bias Law, Mo. Rev. Stat. § 375.1300 *et seq.*, as amended; the Missouri AIDS Law, Mo. Rev. Stat. § 191.665, as amended; Missouri Jury Duty Law, Mo. Rev. Stat. § 494.460, as amended; Missouri Voting Leave Law, Mo. Rev. Stat. § 115.637, as amended; Missouri Emergency Response Leave Law, Mo. Rev. Stat. § 320.336, as amended; Missouri Witness/Crime Victim Law, Mo. Rev. Stat. § 595.209, as amended; Missouri Statutory Provisions Regarding Employer Use of Employee Social Security Number, Mo. Rev. Stat. § 407.1355, as amended; Missouri War on Terror Veterans Leave Law, Mo. Rev. Stat. § 288.042, as amended; Missouri Service Letter Law, Mo. Rev. Stat. § 290.140 *et seq.*, as amended; Missouri Statutory Provisions Regarding Employer Use of Employee Social Security Number, Mo. Rev. Stat. § 407.1355, as amended; Missouri Statutory Provisions Regarding Disclosure Of Workers’ Compensation Records, Mo. Rev. Stat. § 287.380, as amended; Missouri Statutory Provisions Regarding Off Duty Use of Tobacco & Alcohol, Mo. Rev. Stat. § 290.145; Missouri Statutory Provisions Regarding Employee Political Activities, Mo. Rev. Stat. § 115.637, as amended; Missouri Statutory Provisions Regarding Drug and Alcohol Testing, Mo. Rev. Stat. § 288.045, as amended; Missouri Statutory Provisions Regarding Wage Claim Retaliation, Mo. Rev. Stat. § 290.525, as amended; Missouri Victims Economic Safety and Security Act, Mo. Rev. Stat. § 285.630, *et seq.*; the Law Enforcement Officers’ Bill of Rights, Mo. Rev. Stat. § 590.502; any claim that could be brought pursuant to chapter 84 of the Revised Statutes of Missouri; any claims for discrimination, retaliation, harassment, breach of contract, intentional

or negligent infliction of emotional distress, defamation, interference with contract, unpaid wages, unjust enrichment, taxes; or any other cause of action based on federal, state, or local law or the common law, whether in tort or in contract. Newton further covenants and agrees that Newton will not institute any legal or administrative proceeding against the BOPC as to any matter based upon, arising out of, or related to the matters released in the Term Sheet or this Settlement Agreement. Newton acknowledges and agrees that the Release set forth in this Paragraph is a General Release. Newton further agrees that this full and complete Release shall be a fully binding and a complete settlement between Newton and the BOPC, and their respective assigns and successors, and includes the satisfaction of any claims Newton may have for physical or mental injuries, physical or mental sickness, past or future medical injuries of any kind, personal injuries, emotional distress, embarrassment, humiliation, anxiety, injury to reputation and indignity to his person, unpaid wages, commissions, bonuses, general damages, past or future medical damages of any kind, liquidated damages, punitive damages, prejudgment interest, attorneys' fees, costs, expenses, or any other form of legal or equitable relief.

5. **No Claims:** Newton acknowledges that as of the date of the Term Sheet, February 4, 2026, Newton (a) had not experienced any work-related injury that Newton had not already properly disclosed to KCPD; (b) had been paid in full all wages due and owing to Newton for any and all work performed for KCPD; and (c) was not aware of any action/inaction by the KCPD or BOPC that Newton believes could give rise to any claim. Newton further reaffirms the same as being true as of the date of this Settlement Agreement.
6. **Payment and Taxation of Settlement Proceeds:** As contemplated by the Term Sheet and this Settlement Agreement, and in exchange for a full withdrawal, release, and dismissal of any and all claims Newton has, had, or could have against the BOPC as of the effective date of this Settlement Agreement, the BOPC will make a total aggregate payment to Newton in the amount of **Fifty Thousand Dollars \$50,000.00** ("the Settlement Payment"). The Settlement Payment will be paid to Newton no later than twenty-one (21) days of Newton returning the signed Settlement Agreement to the BOPC (which the Parties agree will be executed on or before February 13, 2026). The Settlement Payment will not be made if Newton attempts to revoke or fails to abide by the Term Sheet or this Settlement Agreement.

Newton agrees and understands that the BOPC has not made any representations regarding the tax treatment of the sums paid pursuant to the Settlement Agreement, and Newton agrees that Newton is responsible for determining the tax consequences of such payment and for paying Newton' portion of taxes, if any, that may be owed by him with respect to such payment.

In the event a claim for such taxes, and/or penalties and interest, is asserted by any taxing authority as a result of Newton's failure to pay any taxes Newton has been determined to owe, and except as otherwise provided herein, Newton agrees to, and

hereby indemnifies and holds the BOPC harmless for Newton's portion of any such taxes, and/or penalties and interest.

7. **No Consideration Absent Execution of this Agreement:** Newton agrees and understands that Newton will not receive the monies and/or benefits set forth in the Term Sheet and this final Settlement Agreement, including but not limited to those in Paragraphs 3 and 6, except for Newton's timely execution and non-revocation of the Term Sheet and Settlement Agreement and the fulfillment of the promises contained here/there-in.
8. **Fees and Costs:** Newton and the BOPC shall independently bear all attorneys' fees, costs and expenses arising from the actions of their own counsel in connection with Newton' claims, the Term Sheet, this Settlement Agreement, and the matters and documents relating hereto.
9. **End of Employment:** On or before February 13, 2026, Newton shall submit his resignation to the Department's Human Resources Division. The BOPC shall immediately accept Newton's resignation, which shall be effective immediately, but no later than 5:00pm/CT, February 13, 2026. Upon his resignation, Newton will be paid any outstanding vacation or paid time off then due and owing in the same manner as any sworn member of the BOPC who resigns from employment.
10. **No Appeal of Resignation:** Newton understands and agrees that he waives any right to reconsideration or appeal of his separation from employment with the BOPC, including any appeal or request for hearing that could be brought before the BOPC or any state or federal court or administrative tribunal. This waiver includes, but is not limited to, any appeal or request for reconsideration pursuant to BOPC policies, procedures, and regulations, including the BOPC's bargaining agreements with the Fraternal Order of Police; chapter 84 of the Missouri Revised Statutes; and the Law Enforcement Officers' Bill of Rights, Mo. Rev. Stat. § 590.502.
11. **No Reemployment:** Newton understands and agrees that he, by execution of the Term Sheet and this Settlement Agreement, acknowledges and removes himself from the pool of potential applicants at the BOPC, and that he shall never in the future apply for, solicit, or accept employment or other work arrangement (whether permanent, temporary, full-time, part-time, volunteer or through a temporary agency) with the BOPC or any of its divisions, predecessors, successors, assigns, parents, or subsidiaries. This restriction extends to private security licenses issued by the BOPC in that Newton agrees to not apply for or accept such licensure and to not accept or pursue employment requiring same. In the event Newton accepts employment or work arrangement with any entity (whether knowingly or unknowingly) in violation of the foregoing provisions, Newton agrees that his employment or work arrangement may be immediately terminated, and he further waives any and all legal and/or equitable claims in relation thereto. Newton agrees the BOPC has a legitimate non-discriminatory and/or non-retaliatory reason for refusing to rehire or license Newton.

12. **No Admission of Liability:** The Parties acknowledge and agree that the terms and conditions set forth herein should not be construed as an admission of liability by the BOPC or any entity or individual associated with the BOPC and such liability is expressly denied.
13. **Information Release and Non-Disparagement:** Should the BOPC receive official inquiries from future employers about Newton, the BOPC's Human Resources Division will provide dates of service, rank, duties, and confirm Newton resigned. The members of the BOPC, the Chief of Police, and the Department's Human Resources Division will not provide any disparaging information regarding Newton's employment with or his departure from KCPD. Newton, for his part, shall refrain from making any disparaging remarks about the KCPD/BOPC. Testimony, statements or information made or provided pursuant to legal process or as required by law shall not be subject to the limitations cited in this paragraph. Further, the BOPC shall make the following public release which shall also be exempt from the limitations cited in this paragraph: As of February 13, 2026, and by mutual agreement, Officer Blayne Newton has resigned from the Kansas City Missouri Police Department. This agreed departure brings certainty and immediate closure to the matter. As the situation involves closed personnel issues, the Department will not have further comment.
14. **Legal Matters:** If Newton is subpoenaed to provide information and/or testimony in any KCPD-related cases, Newton, either through himself or his legal counsel, agrees to immediately notify the KCPD's Office of General Counsel.
15. **Reliance Solely on Parties' Own Counsel:** In agreeing the terms set forth herein, the Parties have relied upon the legal advice of their attorneys, who are the attorneys of their choice, and agree that the terms of this agreement have been read by them and explained to them by said attorneys, and that those terms are fully understood and voluntarily accepted by them.
16. **Entire Agreement:** This Settlement Agreement contains the entire and current agreement between Newton and the BOPC and supersedes all prior agreements or understandings between them on the subject matters described herein. No change or waiver of any part of this Agreement will be valid unless in writing and signed by both Newton and an authorized representative of the BOPC.
17. **Enforceability:** This Settlement Agreement is contractual and not a mere matter of recital. All remedies at law or in equity shall be available for the enforcement of this Settlement Agreement. This Settlement Agreement may be pleaded as a full bar to the enforcement of any claims Newton, or anyone making a derivative claim through Newton, has or may have against the BOPC. In the event of any lawsuit seeking to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to the party's attorneys' fees and costs.
18. **Severability:** Should any provision of this Settlement Agreement be declared or determined by a court of competent jurisdiction to be invalid or otherwise

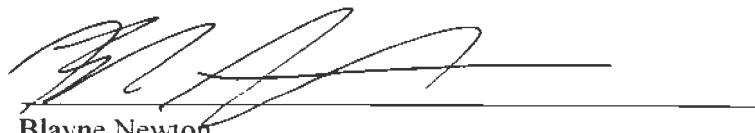
unenforceable, the remaining parts, terms, and provisions shall continue to be valid, legal and enforceable, and will be performed and enforced to the fullest extent permitted by law.

19. **Applicable Law:** This Settlement Agreement shall be interpreted and construed in accordance with the laws of the State of Missouri.
20. **Successors:** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as upon their heirs, next of kin, executors, administrators, successors, and assigns.
21. **Counterpart signatures:** This Settlement Agreement may be executed in numerous counterparts, all of which taken together constitute one binding agreement. For this purpose, electronic or facsimile signatures shall be considered originals.

I, BLAYNE NEWTON, HAVE REVIEWED THIS SETTLEMENT AGREEMENT, HAD THE OPPORTUNITY TO REVIEW IT WITH COUNSEL, FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT, AND SIGN WITHOUT DURESS OR COERCION.

Date: 2/13/26

Date: 2/13/26



Blayne Newton



Sean McCauley, counsel to Blayne Newton

Date: _____

**BOARD OF POLICE COMMISSIONERS
OF KANSAS CITY, MISSOURI**

By: _____

Name: _____

Title: _____

Date: _____

Nathan F. Garrett, counsel to the BOPC

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Date: _____

Blayne Newton

Date: _____

Sean McCauley, counsel to Blayne Newton

Date: 2/13/2024

**BOARD OF POLICE COMMISSIONERS
OF KANSAS CITY, MISSOURI**

By: _____

Name: STACIY GRAVES

Title: CHIEF OF POLICE

Date: 2/13/2026

Nathan F. Garrett, counsel to the BOPC

Release of Attorneys' Lien

I, Sean McCauley, of McCauley & Roach LLC and attorney for Blayne Newton, state that all attorneys' liens or claims that I, or the Firm, have or could have had in relation hereto are completely released, waived, and discharged in conjunction with the payments under the terms of this Agreement.

Date: 2/13/26



Sean McCauley, individually and on behalf of McCauley & Roach LLC