

**IN THE CIRCUIT COURT OF RAY COUNTY
STATE OF MISSOURI**

State of Missouri, ex inf.)	
Andrew Bailey,)	
Attorney General of the)	
State of Missouri)	
)	
Relator,)	
)	
v.)	Case No. 24RY-CV00208
)	
Scott Childers)	
Ray County Sheriff,)	
)	
Respondent.)	

SETTLEMENT AGREEMENT AND RELEASE

Comes now the **Relator**, by and through counsel, Assistant Attorney General Ted Bruce, and **Respondent**, by and through counsel, Kevin Corlew, (each a “**Party**” and together the “**Parties**”) and hereby agree to the following terms and conditions to resolve the litigation presently pending in this cause:

Recitals

WHEREAS, on March 6, 2024, Relator filed a Petition for Quo Warranto against Respondent, which is Case No. 24RY-CV00208 (the “Lawsuit”), pending in the Circuit Court of Ray County, Missouri.

WHEREAS, the Parties have arrived at a resolution of the pending and potential issues in this case and have negotiated a settlement memorialized in

this Agreement. This Agreement is the product of the Parties' negotiations. No liability or culpability is acknowledged by signing and agreeing to the terms and conditions herein.

WHEREAS, the Relator herein considers it to be in the best interests of the Citizens of Missouri, and the Residents of Ray County, and Respondent believes it is his best interest to settle, adjust, and compromise all actual and potential claims and defenses which relate to the Lawsuit.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by the Parties, the Parties agree as follows:

1. Respondent's voluntary resignation and tender of Peace Officer certification.

Subject to the consideration and conditions set forth in the Agreement, the Respondent hereby agrees that he will resign as the Sheriff of Ray County, Missouri, tendering a letter of resignation on or by August 19th, 2024, effective the same day. In addition, Respondent agrees that on or by August 19th, 2024, Respondent will tender and permanently surrender his Certification as a Peace Officer under Chapter 590, RSMo, and hereby agrees that he will not seek certification or employment as a Peace Officer in Missouri in the future.

Respondent further agrees to send a copy of those documents, via email, to Relator's counsel by 5:00 p.m. on that date.

By signing this Agreement, the Respondent acknowledges and agrees that should he violate the terms of this Agreement by seeking law enforcement employment or seeking certification as a Peace Officer in the State of Missouri in the future, that this Agreement would be null and void and, further, Respondent would expressly waive any applicable statute of limitations to any criminal charge which the Relator or any other elected prosecutor in the State of Missouri may file related to the facts, circumstances, or investigation giving rise to or associated with the Lawsuit.

2. Dismissal of Lawsuit

The Relator hereby agrees that within three (3) business days of Respondent's fulfilling the terms of this Agreement, set forth above, the Relator will dismiss the Lawsuit with prejudice.

3. No Criminal Charges

Relator further agrees that upon Respondent fulfilling the terms of this Agreement, Relator will neither seek any criminal charges nor solicit or encourage any other Missouri State prosecuting attorney to seek or file any criminal charges against Respondent related to the pending cause of action, or any potential criminal charges discovered during or arising from or during the investigation or prosecution or pendency of the Lawsuit.

Relator further states that any disclosure of any materials, records or reports related to this case will be in strict compliance with Missouri Law, including, but not limited to, Sections 610.021, 610.100, 610.105, and 610.120 RSMo.

4. No Admission

The Parties hereto each acknowledge that this Agreement is a compromise of disputed claims and shall not in any way be construed as an admission of liability or culpability on the part of any of the Parties, and each Party denies any and all such liability or culpability.

5. Voluntary Agreement

The Parties represent and certify that they have carefully read and fully understand all the provisions and effects of this Agreement and have had an opportunity to thoroughly discuss all aspects of the negotiations leading up to this Agreement with legal counsel (regardless of whether they have chosen to do so). Each Party acknowledges that it/he is voluntarily entering into this Agreement and that neither the other Party hereto nor any of its/his agents, representatives, or attorneys, have made any representations concerning the terms or effects of this Agreement other than those contained herein.

6. Governing Law

This Agreement and its terms and provisions shall be interpreted, enforced, and governed by and under the laws of the State of Missouri.

7. Severability


If any portion of this Agreement shall be held invalid or inoperative, insofar as reasonable and possible, the remainder of this Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid or inoperative, and the Parties authorize any modifications necessary to those provisions held invalid or inoperative so the Parties' intent may be carried out.

8. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

Executed and effective on the date indicated below in the Affidavit of Scott Childers.

TED A. BRUCE
Assistant Attorney General
Attorney for Relator



KEVIN R. CORLEW
Attorney for Respondent

AFFIDAVIT

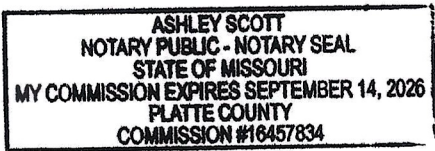
Comes now the Affiant, Scott Childers, and states that he has read the terms of the Agreement herein and by his signature affirms that he understands, accepts, and will abide by the terms contained therein.

Scott Childers

Scott Childers, Respondent

STATE OF MISSOURI)
) ss
COUNTY OF Clay)

Subscribed and sworn to before me this 16 day of August, 2025.



Ashley Scott
Signature of Notary Public

[Notary Seal]

My Notary Commission Expires: Sept 14, 2026.