

RELEASE AND SETTLEMENT AGREEMENT

1. This Agreement between David Camm [hereinafter referred to as Releasor] and Sean Clemons [hereinafter referred to as Releasee], is entered into in full conciliation and settlement of the complaint filed by Releasor in the United States District Court for the Southern District of Indiana as 4:14-cv-00123-TWP-DML, which alleged a violation of his rights under the Fourth and Fourteenth Amendments to the U.S. Constitution.

2. This Release and Settlement Agreement is entered into by and between Releasor and Releasee in full settlement and satisfaction of any and all of Releasor's actions of any kind or nature whatsoever; causes of action, claims, demands, grievances, charges, liens, liabilities, damages, and costs that Releasor brought or could have brought against Releasee, the State of Indiana, the Indiana State Police, the Estate of Stan Faith, and all of their present and former members, officers, agents, employees, successors, known and unknown, related to the events alleged in the complaint, whether in state or federal courts, through and including the date of this Release and Settlement Agreement.

3. The parties agree to forego their right to a trial in the court systems of the United States and the State of Indiana on the issues raised by Releasor's complaint.

4. Releasee agrees to pay Releasor four million six hundred thousand dollars and zero cents (\$4,600,000.00) in full satisfaction of any and all claims against Releasee that Releasor brought or could have brought related to the events alleged in the complaint and Releasor's allegations of violations of his rights under the U.S. Constitution, including but not limited to all attorney fees and costs.

5. Releasor agrees that by executing this Release and Settlement Agreement he is fully releasing Releasee, the State of Indiana, the Indiana State Police, the Estate of Stan Faith, and all of their present and former members, officers, agents, employees, successors, known and unknown, from liability for any injuries, costs, damages, or attorney fees allegedly incurred as a result of or incidentally related to any and all of Releasor's claims that were brought or could have been brought related to the events alleged in the complaint.

6. Releasor agrees to a stipulation of dismissal, with prejudice, of his lawsuit against Releasee, styled as *David Camm v. Sean Clemons, et al.*, Case No. 4:14-cv-00123-TWP-DML, now pending before the United States District Court for the Southern District of Indiana and agrees to withdraw or dismiss any actions, complaints, charges and grievances he may have pending

against Releasee with any court, agency or tribunal related to any and all of Releasor's claims that were brought or could have been brought related to the events alleged in the complaint, and he will take any other action necessary to carry out the purpose and intent of this Release and Settlement Agreement. Releasor agrees that this Agreement, when fully executed shall constitute his request and motion for withdrawal of any such charge, complaint, grievance or action to any such tribunal or agency.

7. Releasor warrants that no promise or inducement has been offered or exists as of the date of this release except as herein set forth; that this release is executed without reliance upon any statement or representation of the parties or persons released or their representatives concerning the nature and extent of any injuries, damages and/or legal liability thereof; and that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

8. Releasor agrees and understands that he is fully responsible for reporting the income received under this Release and Settlement Agreement to the appropriate federal, state, and local taxing authorities, if applicable, that he is solely responsible for paying any taxes due on said income, if applicable, and that Releasee and his representatives have made no representations, promises or assurances, nor have they given any advice regarding the tax treatment of said payments. Releasor agrees to hold Releasee harmless from any and all actions, claims, and demands which may now or hereafter exist on account of Releasee not withholding taxes from all amounts paid in this Release and Settlement Agreement, and to indemnify Releasee from any and all loss, expense, penalty, or interest, including but not limited to, attorney fees they may be required to pay or incur as a result of any action, claim or demand on account of Releasee not withholding taxes.

9. The parties agree and understand that in reaching this Release and Settlement Agreement, Releasee has denied and continues to deny any fault, wrongdoing or liability on his part, the State of Indiana's part, the Indiana State Police's part, or on the part of any of their officers, employees or agents, with respect to all of the claims made against them and as part of the above-referenced charge. This settlement has been reached solely to avoid the uncertainties of litigation and the expenses which have been and will be incurred in the prosecution and/or defense of this matter.

10. Releasor fully understands that this settlement includes all litigation costs incurred by him, including but not limited to attorney fees and costs, if applicable.


11. Releasor agrees that he has consulted with his attorney concerning this Release and Settlement Agreement, that his attorney has explained to him all of the terms of this Release and Settlement Agreement, and that Releasor is signing it on his attorney's advice.

12. The parties agree that this Release and Settlement Agreement is deemed made and entered into in the State of Indiana and in all respects shall be interpreted, enforced and governed under the laws of the State of Indiana, unless otherwise preempted by federal law.

13. The language of all parts of the Release and Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning, and not strictly construed for or against the drafter.

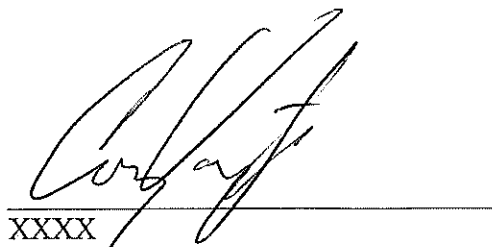
14. This settlement is contingent on approval by the Attorney General of the State of Indiana and the Governor of the State of Indiana.

ENTERED INTO BY THE PARTIES OR THEIR COUNSEL AS EVIDENCED BY THEIR SIGNATURES ON THE DATES NOTED:



David Camm
Plaintiff/Releasor

1-20-22
Date



XXXX
Deputy Attorney General
Attorney for Defendants/Releasee

1-25-22
Date

STATEMENT OF ATTORNEY FOR RELEASOR

I, Garry R. Adams, hereby state that I am Releasor's attorney in the above Release and Settlement Agreement, that I have advised my client with respect to the terms of the Release, and that he has voluntarily signed the release.

I further declare that this Release and the consideration given therefor fully includes any and all claims for attorney fees, costs, and expenses in connection with the lawsuit referenced in this Release, and I separately release Releasees from any such claim.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this Statement of Attorney

for Releasor on the 24th day of January, 2022.

Garry R. Adams
Garry R. Adams
Attorney for Plaintiff/Releasor