

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Agreement") is entered into this 4th day of February, 2023 by and between Demetree Wynn, Individually, and as the mother of Dreasjon Ire Reed, and as Representative of the Estate of Dreasjon Ire Reed (herein after "Plaintiff") and the City of Indianapolis and De'Joure Marquise Mercer (herein after collectively as "Defendants"). Both sides are collectively referred to herein by name or as "the Parties."

WHEREAS, a dispute has arisen between the Parties relating to a claim arising from an incident that occurred on May 6, 2020 that resulted in the death of the Plaintiff's son, Dreasjon Ire Reed.

WHEREAS, the dispute resulted in litigation in cause number 1:20-cv-01638-JMS-MJD (the "Lawsuit"); and

WHEREAS, the Parties desire to resolve and settle their disputes and forever put all of the claims to rest.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties agree as follows:

1. **Payment.** Within thirty (30) days of Plaintiff's execution of this settlement agreement and its return to Defendants' counsel, Defendants shall pay to Plaintiff the sum of Three Hundred and Ninety Thousand Dollars (\$390,000.00) in the form of a check made out to the Law Firm of Fatima Johnson and Demetree Wynn, with "1:20-cv-01638-JMS-MJD" in the subject line of the check. The check shall be mailed to The Law Firm of Fatima Johnson at 3737 North Meridian Street, Suite 106, Indianapolis, IN 46208.

2. **Release.** Plaintiff, for herself and in her representative capacity, and any agents, heirs, executors, assigns, and successors in interest, hereby fully and completely releases and forever discharges Defendants and all of their past, present, or future directors, officers, employees, agents, heirs, executors, assigns and successors in interest from any and all known or unknown claims, demands, rights of action, damages, costs, loss of services, expenses (including attorneys' fees), or liabilities that arise out of or relate to the facts, transactions, or occurrences underlying any of the claims in the Lawsuit, regardless of whether those claims were or could have been asserted in the Lawsuit. The beneficiaries of this release shall be referred to herein as "Released Parties." For the avoidance of doubt, the Consolidated City of Indianapolis, De'Joure Marquise Mercer, Indianapolis Metropolitan Police Department and all of their past, present or future departments, agencies, boards, directors, officers, employees, agents, heirs, executors, assigns, attorneys, insurers, and successors in interest are Released Parties.

3. **Dismissal of Lawsuit.** Plaintiff agrees to execute and file a stipulation dismissing with prejudice all of her claims asserted in the Lawsuit within seven calendar days of the delivery of payment under Paragraph 1. Each party shall bear its own costs, expenses, and legal fees.

4. **Non-Admission.** Plaintiff acknowledges that this Agreement represents a compromise and settlement of disputed claims, and that Defendants deny any liability on all claims asserted. This Agreement should not be construed as an admission of any liability or wrongdoing.

5. **No Third Party Beneficiaries.** The Parties agree that no provision of this Agreement is intended to establish any other person as a third-party beneficiary except as stated explicitly herein or to authorize any non-party to this Agreement to maintain any action under its terms.

6. **Confidentiality & Non-Disparagement.** To the fullest extent permitted by law, Plaintiff shall maintain as confidential, and shall not disclose to or discuss with any third party, the terms of this Agreement and shall not disparage Defendants. Notwithstanding the foregoing, nothing in this Agreement shall prevent disclosures required under any federal or state law, and nothing in this Agreement shall prevent Plaintiff from providing a good faith response to any inquiries under oath, from complying with an order duly issued by a court of competent jurisdiction, from responding to a governmental inquiry, from disclosing the terms of the Agreement in any court proceedings instituted to enforce the Agreement's terms, or from disclosing the terms of settlement to accountants for accounting or tax purposes. Nor shall this Paragraph abridge the rights or obligations of any attorney under the Rules of Professional Conduct applicable to such attorney. Permitted disclosures under this paragraph must be preceded by written notice to the Office of Corporation Counsel, and Plaintiff agrees to assist the Office of Corporation Counsel in all efforts to secure a protective order or other appropriate assurance of confidentiality before such disclosures are made.

7. **Public Disclosure Obligations.** Nothing in this Agreement shall be construed to relieve the Consolidated City of Indianapolis of its legal duties to provide access to public records as required and/or permitted by law. For the avoidance of doubt, nothing in this Agreement shall be construed to limit the Consolidated City of Indianapolis and Marion County's authority or discretion to release public records.

8. **Further Legal Action; Fee Shifting.** If Plaintiff institutes any further legal or equitable action in any state, federal, or local court or tribunal and such action is determined to be barred under Paragraph 2 of the Agreement, Plaintiff shall be liable for all attorneys' fees and costs incurred by the Released Parties in defending that action. Moreover, should litigation arise regarding any alleged breach of this Agreement, the prevailing party in such litigation shall be entitled to recover all reasonable costs and attorneys' fees incurred.

9. **Warranty & Agreement Regarding Liens, Government Benefits.** Plaintiffs agree and warrant that all medical aid, hospital services, doctor services, psychiatric or psychological services, psychotherapist services, chiropractic services, nursing, drugs, property damage, attorneys' fees or liens, workers compensation liens, and any and all government benefits, including but not limited to Social Security Disability, Supplemental Security Income, Medicare, Medicaid, and medical and hospital liens, past, present, and future, arising from facts, transactions, or occurrences underlying any of the claims in the Lawsuit have been or will be satisfied by Plaintiff, including any set asides, if necessary. Plaintiff further agrees to indemnify, hold harmless, and defend the Released Parties from any and all such claims, demands, actions, and causes of action of any nature or character which may have been or may be asserted against them by any person, insurer, firm, company, corporation, and/or agency asserting any claims, liens, or interests covered by this Paragraph. The indemnity in this section shall include, but not be limited to, any health care provider liens; workers compensation

liens; medical or workers compensation insurance company liens; any subrogation rights; governmental or non-governmental liens; amounts paid to or on behalf of Medicare, Medicaid, or any governmental program agency; any liens in favor of a hospital or medical practitioner; or any other class of benefits paid to or payable to Plaintiff as a result or consequence of the facts, transactions, or occurrences underlying any of the claims in the Lawsuit. Plaintiff further agrees to provide the Office of Corporation Counsel with evidence that such claims or liens have been satisfied in full within fourteen days of their satisfaction.

10. Interests of Medicare & Medicaid. Medicare and Medicaid's interests have been considered under the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2), and those interests will be the sole responsibility of Plaintiff and her successors, assigns, and attorneys. The Released Parties will have no ongoing responsibility for any loss of Medicare or Medicaid benefits or for any recovery, including past, present, and future conditional payments, that the Centers for Medicare and Medicaid Services, the Medicare Secondary Payer Recovery Contractor, or any other of Medicare's or Medicaid's intermediaries may pursue as a result of or arising from the facts, transactions, or occurrences underlying any of the claims in the Lawsuit. Plaintiff accepts full responsibility for all past, current, and future medical treatment, will ensure that there is no burden shift of such responsibility to the Released Parties, and will fully consider Medicare's and Medicaid's interests to ensure compliance with the Medicare Secondary Payer Act, 42 U.S.C. § 1395y.

11. Severability. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall remain fully enforceable. No ruling or finding that any term or provision of this Agreement is invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other jurisdiction.

12. Negotiation & Joint Drafting. The Parties acknowledge and agree that this Agreement is the result of negotiations between them and that no party shall be deemed the drafter of the Agreement. The language of the Agreement shall in all cases be construed according to its fair meaning, not strictly for or against any Party.

13. Voluntary Execution. Each Party acknowledges that they have voluntarily executed this Agreement after having an opportunity to (1) read and carefully study the entire Agreement and (2) consult with counsel if so inclined. Each Party further acknowledges that they enter into this Agreement of their own free will and volition.

14. Authority; Signature. Plaintiff represents and warrants that the person executing this Agreement on their behalf has authority to do so. Plaintiff further agrees to execute this Agreement before a notary public or witness. No payment will be made under Paragraph 2 until the executed and notarized Agreement is returned. Defendants represent and warrant that the person signing on its behalf is a representative authorized under Section 202-103(6) of the Revised Code of the Consolidated City of Indianapolis and Marion County. That representative signs on behalf of Defendants and not in his or her individual capacity.

15. Applicable Law and Forum Selection. The Agreement shall be construed in accordance with the laws of the State of Indiana. The Parties agree that any action brought to enforce any term or terms of this Agreement shall be brought and exclusively maintained in the state

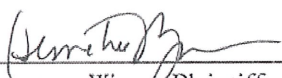
or federal courts situated in Marion County, Indiana. Plaintiff consents to the personal jurisdiction and venue of those courts.

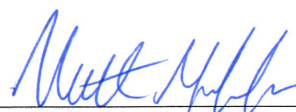
16. Copies. A copy of this fully executed Agreement shall have the full force and effect of the original signed Agreement.

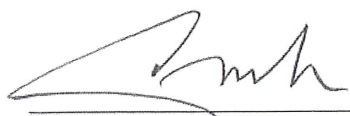
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. ENTIRE AGREEMENT. IT IS EXPRESSLY WARRANTED THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES AND CANCELS ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS, UNDERSTANDINGS, DISCUSSIONS, OR REPRESENTATIONS REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER ORAL OR WRITTEN. EACH PARTY REPRESENTS AND WARRANTS THAT NO PROMISE OR INDUCEMENT NOT CONTAINED HEREIN HAS BEEN OFFERED TO IT, THAT THIS AGREEMENT IS EXECUTED WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION NOT EXPLICITLY SET FORTH HEREIN, AND THAT IT HAS HAD THE OPPORTUNITY, IF SO INCLINED, TO SEEK THE ADVICE OF AN ATTORNEY REGARDING THE MEANING AND LEGAL EFFECT OF ALL CONDITIONS AND TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THIS SECTION. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED, NOR ANY OF ITS TERMS WAIVED, EXCEPT BY WRITTEN INSTRUMENTS SIGNED BY EACH OF THE PARTIES.

This Release and Settlement Agreement is executed on this 4th day of February, 2023.


Demetree Wynn, Plaintiff


Matt Giffin, on behalf of Defendants 2/10/2023


Swaray E. Conteh
Counsel for Plaintiff
(Agreed as to Form Only)

ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Indiana

County of Marion

I am a Notary Public in and for the County and State identified above.
Demetree Wynn, known to me to be the party granting the release described in the foregoing Release and Settlement Agreement, personally appeared before me on 2/4/2023 and executed and/or acknowledged executing the foregoing Release and Settlement Agreement for the purposes stated therein.

NSIKAK INYANG
Signature of Notary Public

My commission expires on December 15, 2028

County of residence: Marion

