SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is entered into by the City of Indianapolis and the Indianapolis Metropolitan Police Department (collectively, the "City"), Officer David M. Bisard ("Bisard"), Kurt Weekly and Mary Mills (collectively, the "Parties") as well as their successors and assigns.

WHEREAS, Ms. Mills and Mr. Weekly were injured in a motor vehicle accident on August 6, 2010 after the motorcycle Mr. Weekly was driving and on which Ms. Mills was a passenger was struck by a police patrol car driven by Bisard (the "Accident"); and

WHEREAS, Ms. Mills and Mr. Weekly contend that Bisard and the City were negligent, violated their civil rights in regard to the Accident and committed additional torts and actionable misconduct in regard to the City's investigation of the Accident (the "Investigation");

WHEREAS, the City and Bisard deny any such alleged liability and the Parties agree that this Agreement shall not be read as an admission of guilt or liability in regard to the Accident, the Investigation or events related thereto; and

WHEREAS, Ms. Mills and Mr. Weekly brought suit in Marion Superior Court under 49D07-1110-PL-038431 (the "State Case") against the City and Bisard and whereas Ms. Mills and Mr. Weekly subsequently filed a federal lawsuit in the Southern District of Indiana under Cause No. 1:12-cv-857-JMS-DKL (the "Federal Case") on July 6, 2012, asserting claims under 42 U.S.C § 1983 as well as negligence (collectively, the "Lawsuits"); and

WHEREAS, the Parties have agreed to compromise and settle any and all claims arising out of or relating to the Accident, the Investigation or the Lawsuits under the terms and conditions of this Agreement in the sum of $1,350,000 to be paid by the City to Mr. Weekly and $975,000 to be paid by the City to Ms. Mills (hereinafter the "Settlement Amount"); and

WHEREAS, the Parties are fully aware of and hereby expressly acknowledge that, by agreeing to settle, compromise, and dispose of any and all claims arising out of or related to the Accident, the Investigation or the Lawsuits, the City and Bisard are not admitting any wrongdoing or liability in connection with the Accident, the Investigation or the Lawsuits, or as to any claims arising out of or relating to the Accident, the Investigation or the Lawsuits; and

WHEREAS, the Parties voluntarily, with full knowledge of their rights and the provisions herein, now hereby desire to settle, compromise, and dispose of all outstanding issues related in any way to the Accident, the Investigation or the Lawsuits and any and all claims relating thereto or arising therefrom; and

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

1. Mr. Weekly and Ms. Mills as well as their agents, representatives, insurers, sureties, employees, legal representatives, predecessors, successors, affiliates, and assigns, hereby FOREVER AND FULLY RELEASE AND DISCHARGE the City, and any other City agencies, employees and officers, and Bisard (including his relatives, heirs, and assigns)

from any and all claims, actions, causes of action, debts, sums of money, warranties, torts, injuries, losses, damages, demands, liens and other relief of any nature whatsoever (whether known or unknown, suspected or unsuspected, whether in law, in equity or before administrative agencies or departments) that they ever had, now have or hereafter can, shall, or may have, arising out of or in any way relating to the Accident, the Investigation or the Lawsuits, including any and all claims under any federal, state or local laws, regulations, rules or ordinances, and any and all claims alleged or that could have been alleged in the Lawsuits or that are otherwise related to the Accident, the Investigation or the Lawsuits.

2. In consideration for the release provided in Paragraph 1 and upon payment of the Settlement Amount, the City shall pay to Mr. Weekly in full and final settlement of all such claims the amount of One Million, Three Hundred and Fifty Thousand Dollars ($1,350,000), payable to "Kurt Weekly and Wilson Kehoe Winingham, LLC."

3. In consideration for the release provided in Paragraph 1 and upon payment of the Settlement Amount, the City shall pay to Mr. Weekly in full and final settlement of all such claims the amount of Nine Hundred and Seventy-Five Thousand Dollars ($975,000), payable to "Mary Mills and Ladendorf & Ladendorf."

4. The City, Mr. Weekly and Ms. Mills shall enter into an agreed judgment (the "Agreed Judgment") for the full Settlement Amount in the State Case. The Agreed Judgment as approved must require the City to issue the sale of a judgment bond in order to appropriate funds for payment of the judgment. Further, the Agreed Judgment must require the issuance of a tax or levy in order to appropriate funds for the payment of the judgment bond. Further, Bisard shall not be a party to the Agreed Judgment and shall not be subject to its terms. Mr. Weekly and Ms. Mills shall file a separate stipulation of dismissal of the claims against Bisard in the State Case. The City, Mr. Weekly and Ms. Mills shall take all reasonable steps necessary to obtain the Court's approval of the Agreed Judgment in the State Case.

5. No sums shall be owing under Paragraphs 2 and 3 until 21 days after the latest of the following: (1) the Court in the State Case approves the Agreed Judgment; (2) the closing of the sale of a judgment bond under Indiana Code § 5-1-8-1; (3) the issuance of a tax or levy pursuant to Indiana Code § 34-13-3-17; or (4) the time period provided by Indiana Code § 34-13-3-18.

6. In the event the Court in the State Case refuses for whatever reason to enter the Agreed Judgment in the form tendered by the parties, this Agreement shall be null and void for all purposes.

7. The Parties shall file a stipulation of dismissal of the Federal Case upon the entry of the Agreed Judgment by the State Court.

8. All of the Parties shall pay their own costs and attorney's fees in both the Federal Case and the State Case.

9. The Parties agree that in executing this Agreement, they have not relied upon the representatives of the other party or its representatives, experts, or attorneys as to any

matter, including the nature, extent, effect and/or duration of its alleged injuries or damages.

10. The Parties are fully aware of and hereby acknowledge and agree that compliance with the terms of the Agreement and/or tender of the Settlement Amount when completed constitutes full and final settlement of all matters covered by this Agreement, including any and all claims related to or arising from the Accident, the Investigation or the Lawsuits.

11. The Parties agree that this Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein, that no promises, inducements or agreements not contained in this Agreement have been made by either of the Parties.

12. The Parties agree that the terms of this Agreement may not be modified except by a writing executed by all Parties.

13. The Parties hereby agree that there are no third-party beneficiaries of this Agreement.

14. The Parties hereby acknowledge and agree that they have read this Agreement carefully before signing, have had the opportunity to consult with counsel of their choosing about this Agreement, and fully understand its meaning, purpose, and effect.

15. The undersigned representatives of the Parties hereby represent that they have authority to execute this Agreement on behalf of the Parties.

16. If it is determined by a court of competent jurisdiction that any provision of this Agreement is not valid, or is unenforceable for any reason, the remainder of this document shall be construed as if the invalid or unenforceable provision never existed.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

18. This Agreement may be executed in one or more counterparts each of which may be deemed an original and when taken together with the other signed counterparts, shall constitute one agreement which shall be binding upon and effective as to both of the Parties.

19. This Agreement shall not take effect until it has been signed by all parties.

Kurt Weekly

Dated this 27 day of Sept. 2012.

APPROVED AS TO FORM AND CONTENT:

_____ Dated this 27 day of Sept 2012.

Bruce Kehoe, Attorney for Kurt Weekly

_____ Dated this ____day of _____ 2012.

Mary Mills

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Mark Ladendorf, Attorney for Kurt Weekly

_____ Dated this ____day of _____ 2012.

The City of Indianapolis and the Indianapolis
Metropolitan Police Department,
By Its _____

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Mark J. Crandley
Attorney for The City of Indianapolis and
the Indianapolis Metropolitan Police Department

_____ Dated this ____day of _____ 2012.

David M. Bisard

APPROVED AS TO FORM AND CONTENT:

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Bruce Kehoe, Attorney for Kurt Weekly

Mary Mills _____ Dated this 27 day of Sept 2012.

Mary Mills

APPROVED AS TO FORM AND CONTENT:

_____ Dated this 27th day of Sept. 2012.

Mark Ladendorf, Attorney for Kurt Weekly

_____ Dated this ____day of _____ 2012.

The City of Indianapolis and the Indianapolis
Metropolitan Police Department,
By Its _____

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Mark J. Crandley
Attorney for The City of Indianapolis and
the Indianapolis Metropolitan Police Department

_____ Dated this ____day of _____ 2012.

David M. Bisard

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Bruce Kehoe, Attorney for Kurt Weekly

_____ Dated this ____day of _____ 2012.

Mary Mills

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Mark Ladendorf, Attorney for Kurt Weekly

_____ Dated this 22ND day of Oct., 2012.

The City of Indianapolis and the Indianapolis
Metropolitan Police Department,
By its Chief Litigation Counsel

APPROVED AS TO FORM AND CONTENT:

_____ Dated this 22nd day of October 2012.

Mark J. Crandley
Attorney for The City of Indianapolis and
the Indianapolis Metropolitan Police Department

_____ Dated this ____day of _____ 2012.

David M. Bisard

APPROVED AS TO FORM AND CONTENT:

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Bruce Kehoe, Attorney for Kurt Weekly

_____ Dated this ____day of _____ 2012.

Mary Mills

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Mark Ladendorf, Attorney for Kurt Weekly

_____ Dated this ____day of _____ 2012.

The City of Indianapolis and the Indianapolis
Metropolitan Police Department,
By Its _____

APPROVED AS TO FORM AND CONTENT:

_____ Dated this ____day of _____ 2012.

Mark J. Crandley
Attorney for The City of Indianapolis and
the Indianapolis Metropolitan Police Department

Dated this 16 day of Oct. 2012.

David M. Bisard

APPROVED AS TO FORM AND CONTENT:

Dated this 15th day of Oct. 2012.

John F. Kautzman
Attorney for David M. Bisard

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