

RELEASE AND SETTLEMENT AGREEMENT

1. This Release and Settlement Agreement between Jay Vermillion, [hereinafter referred to as Releasor] and Mark Levenhagen, Brett Mize, Sally Notwatzke, Gary Brennan, the Indiana Department of Correction, and all of its present and former members, officers, agents, employees, and successors, known and unknown [hereinafter referred to as Releasees], 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 Case No. 1:15-cv-605-RLY-TAB [the "Litigation"], which alleged violations of the Fifth and Eighth Amendments to the United States Constitution, related to Releasor's placement and continued confinement in Department-Wide Administrative Segregation between 2009 and 2013.

2. This Release and Settlement Agreement is entered into by and between Releasor and the Releasees in full settlement and satisfaction of any and all of Releasor's claims that Releasor brought or could have brought against Releasees related to the events alleged in the Litigation, 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 in the Litigation.

4. In full satisfaction of any and all claims against Releasees that Releasor brought or could have brought related to the issues alleged in the Litigation, Releasees and Releasor agree to the following terms:

- a. Releasees will pay to Releasor the sum of \$425,000.00 ["Settlement Payment"], paid by settlement check made payable to the Roderick and Solange MacArthur Justice Center client trust account.
- b. Releasees will not seek to recover any portion of the Settlement Payment from Releasor for any reason, including for reimbursement of the costs of Releasor's incarceration, except that:
 - i. During the remainder of his incarceration within the Indiana Department of Correction, and so long as Releasor retains at least \$500.00 of his Settlement Payment, Releasor shall at all times maintain a balance of at least \$100.00 in his offender trust account, and, therefore, shall not be classified as an

“indigent” offender, as that term is currently defined by the Indiana Department of Correction.

5. The Indiana Department of Correction hereby pre-approves and authorizes Releasor to deposit and maintain part of the Settlement Funds in a bank account maintained by a financial institution of his choice [“Outside Account”] pursuant to Indiana Department of Correction Policy 04-01-104 (VIII). Releasees agree that Releasor’s use of the Outside Account shall not be considered a “business activity” prohibited by Indiana Department of Correction Policy 02-01-116 (VII). Releasor may, if he desires, invest the Settlement Funds maintained in the Outside Account.

6. Releasor may, if he desires, communicate with a financial advisor in relation to the Outside Account. If Releasor desires to maintain telephone contact with the advisor, the advisor must be approved on Releasor’s telephone list. If Releasor desires to visit personally with the advisor, the advisor must be approved on Releasor’s visitation list. Releasor’s communication and visitation with the advisor will be subject to the same communication and visitation restrictions generally applicable within the Indiana Department of Correction.

7. Aside from permitting Releasor to maintain Settlement Funds in the Outside Account, Releasees shall in no way be responsible or liable for any monetary losses in the Outside Account. Releasees shall also in no way be responsible or liable for any monetary losses associated with Releasor’s communication or lack of communication with a financial advisor. In addition, Releasees shall in no way be responsible or liable for the Releasor’s use or misuse of funds in the Outside Account. Releasees and their representatives have made no representations, promises or assurances, nor have they given any advice regarding the Outside Account. Releasor agrees to hold Releasees harmless from any and all actions, claims, and demands which may now or hereafter exist on account of any monetary losses in the Outside Account.

8. Releasor agrees that by executing this Release he is fully releasing Releasees from liability for any injuries, costs, damages, or attorney fees allegedly incurred as a result of or related to any and all of Releasor’s claims that were brought or could have been brought related to the events alleged in the Litigation occurring prior to execution of this agreement.

9. Releasor agrees to a stipulation of dismissal, with prejudice, of his lawsuit against Releasees, styled as *Vermillion v. Levenhagen et al.*, Case Number 1:15-cv-605-RLY-TAB, 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

Releasees 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.

10. 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.

11. The parties agree that the Settlement Payment is compensation for personal physical injuries incurred during Plaintiff's 1,513 days of segregated confinement.

12. Releasor agrees to hold Releasees harmless from any and all actions, claims, and demands which may now or hereafter exist as it relates to the tax treatment of the Settlement Payment.

13. The parties agree and understand that in reaching this Release and Settlement Agreement, Releasees have denied and continue to deny any fault, wrongdoing or liability on their part, the State of Indiana, the Indiana Department of Correction, 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 Litigation. 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.

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

15. 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.

16. 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.

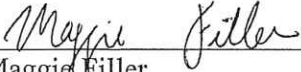
17. The language of all parts of the Release and Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning, and not strictly construed for or against the drafter.

STATEMENT OF ATTORNEY FOR RELEASOR

I, Maggie Filler, of the Roderick & Solange MacArthur Justice Center, 160 East Grand Ave., 6th Floor, Chicago, Illinois, 60611, hereby state that I am Releasor's attorney in the above Release and Settlement Agreement, that I have explained to my client all the terms of the Release, and that he has signed the release on my advice.

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 11th day of October, 2019.

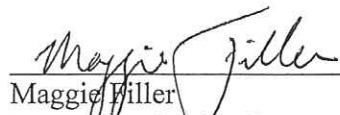


Maggie Filler
MacArthur Justice Center
Attorney for Plaintiff/Releasor


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


Jay Vermillion
Plaintiff/Releasor

10/11/2019
Date


Maggie Miller
MacArthur Justice Center
Attorney for Plaintiff/Releasor

10/11/2019
Date


David Dickmeyer
Deputy Attorney General
Attorney for Releasees

10/15/2019
Date