

RELEASE

That we, Pamela M. Sprague and Douglas W. Sprague, and the City of Greenwood, Joseph Pitcher, Joseph Rodriguez, Richard Kelly, and The Travelers Companies, Inc., for the agreements set forth herein, have released and discharged, and by these presents do for ourselves, heirs, executors, administrators, and assigns release and forever discharge the respective parties and all other persons, firms, and corporations, both known and unknown, of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted or suffered to be done by anyone prior to and including the date hereof on account of all injuries both to person or property resulting, or to result, from an incident which occurred on or about the 10th day of April, 2005, in Greenwood, Johnson County, Indiana and more fully described in the action pending in the United States District Court for the Southern District of Indiana, Indianapolis Division, under cause number 1:07-cv-0405-RLY-DML.

The terms for the release shall be as follows:

1. The City of Greenwood Police Department ("Department") will implement a Citizen Complaint Procedure modeled after the City of Carmel's Police Department (FAQ from City of Carmel's website, attached), to be posted prominently on the Greenwood Police Department's website within 60 days of the signing of this Release. The Procedure will include, but is not limited to, the following provisions:
 - A written complaint form;
 - A description of how complaints will be handled and by whom, depending on their nature and severity;
 - A prohibition on retaliation for making a complaint;
 - A requirement that complainants will be informed in writing about the results of the investigation into their complaint;
 - A notice that a person who is dissatisfied with the resolution of his/her complaint may request that the Merit Commission review the conduct at issue on its own per its authority, along with information on where and how to contact the Merit Commission;

- The policy will not include any provision that requires a citizen to confront the officer against whom a complaint is made outside of a Merit Board hearing or a court action;
 - A requirement that the Department make reasonable efforts to retain any written citizen's complaint for 10 years and that they be filed together in one place (in addition to an Officer's personnel file if deemed appropriate by the Department) so that they may be easily accessed and reviewed and any patterns of inappropriate or unlawful behavior identified.
2. Within 60 days, Policy RR9(b) will be revised to read as follows (see words in italics): "Unless operating a marked police vehicle, off-duty officers shall not arrest for *a traffic violation* or issue citations or warnings to traffic violators on sight, except when the violation is of such a dangerous nature that officers would reasonably be expected to take appropriate action." Police Officers will receive and provide notification of receipt of the revised policy pursuant to the Department's current notification program within 60 days of the policy's revision.
 3. Within 60 days, Policy RR6(e) will be revised to read as follows (see words in italics): "RR6(d): No officer or employee shall report for duty with the odor of alcoholic beverages on his or her breath. RR6(e): No officer or employee shall report to work or be on duty as a law enforcement officer *having consumed any alcohol or controlled substance within four (4) hours of his or her shift* or when his or her judgment or physical condition has been impaired by alcohol, prescribed medication, over the counter medication, or any other chemical substance that produces physical, mental, emotional or behavioral change in the user." Police Officers will receive and provide notification of receipt of the revised policy pursuant to the Department's current notification program within 60 days of the Policy's revision
 4. Within 14 days of the signing of this agreement, the parties will issue a joint statement to the press, to and including the Johnson County Daily Journal, which reads as follows: "Pamela and Douglas Sprague and the City of Greenwood have reached resolution over long-standing litigation related to claimed actions by off-duty police officers of the Greenwood Police Department and the Spragues. The Spragues and the City acknowledge and believe that the agreement reached will result in improved policies and procedures for the Department going forward and hopefully improve communication between the citizens and the Department in the future." The parties understand that any release/agreement is subject to Ind. Code § 5-14-3-1, *et. seq.* If asked to

comment further, the parties will either not respond or respond that they do not wish to comment.

5. The City agrees to pay the Spragues a total of \$60,000 as full and final compensation for their claimed physical injuries and treatment for their claimed emotional distress arising from those claimed physical injuries and/or costs and fees within ten (10) business days.
6. The parties agree to a mutual release of all claims. The Spragues agree to dismiss their current lawsuit with prejudice and agree to release all claims as against the defendants up to the date of signing of this agreement. The Defendants agree to release all claims as against the Plaintiffs up to the date of the signing of this agreement.
7. The City agrees to provide the Spragues with confirmation that the actions in paragraphs 1-3 have been accomplished within seven business days of completion, including providing copies of the revised procedures listed in paragraphs 2 and 3.


We understand that, by reason of agreeing to this compromise payment, the parties neither admit nor deny liability of any sort, and have made no agreement or promise to do or omit to do any act or thing not herein set forth and we further understand that this release is made as a compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatsoever nature, known or unknown, including future developments thereof, in any way growing out of or connected with said incident.

We agree that no one has induced us to accept this Release based on any representation regarding the Plaintiffs' claimed physical injuries -- in other words, no one has made any representations regarding the extent, nature or permanency of those injuries or the likelihood of future complications or recovery therefrom that caused us to enter into this Release. The sum paid is solely by way of compromise of a disputed claim, and that in determining said sum, there has been taken into consideration the fact that serious or unexpected consequences might result from the present injuries, known or unknown, from said incident, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suits for injuries or damages of whatsoever nature resulting or to result from said incident. This release is also related to costs and attorney's fees incurred as result of the incident and/or any legal action regarding said incident.

It is further agreed that Pamala M. Sprague and Douglas W. Sprague will satisfy from the amount paid to them shown above any and all claims, liens and encumbrance from any providers of medical and related services, insurers, attorneys, governmental agencies, or others who may claim legitimate lien, subrogation, or other rights with respect to or related to the incident described herein and any injuries or damages incurred or sustained as a result of it. Pamala M. Sprague and Douglas W. Sprague agree that the City of Greenwood, Joseph Pitcher, Joseph Rodriguez, Richard Kelly, and The Travelers Companies, Inc., are hereby released and discharged from any liability, responsibility, or assertion of any and all subrogation rights, liens or other claims held by any other person or entity which are or may be asserted as a result of said incident. We further agree to indemnify the City of Greenwood, Joseph Pitcher, Joseph Rodriguez, Richard Kelly, and The Travelers Companies, Inc., for making payment for any subrogation rights, liens or other claims, and for the cost incurred in defending any assertions of subrogation rights, liens or other claims asserted by any person or entity as a result of said incident.

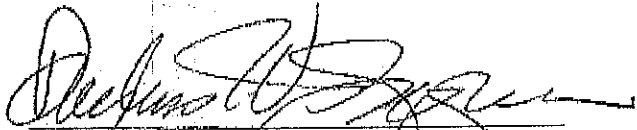
The parties agree to dismiss, with prejudice, the lawsuit which we currently have pending in the United States District Court for the Southern District of Indiana, Indianapolis Division, under Cause Number 1:07-cv-0405-RLY-DML. The parties agree to execute all documents necessary to accomplish the dismissal of that lawsuit.

Date: NOV 22, 2011


Pamala M. Sprague, Plaintiff

Address: 249 Beechview Dr.
Greenwood, IN 46142

Date: Nov 22, 2011


Douglas W. Sprague, Plaintiff

Address: 249 Beechview Dr.
Greenwood, IN 46142

Date: 22 NOVEMBER 2011

Charles E. Henderson

Charles E. Henderson, Mayor
City of Greenwood, on behalf of the
City of Greenwood and the
individual officers in the scope of
their employment for the City of
Greenwood

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony. Ind. Code §27-2-16-3 (1991)

11338073.1 (OGLETREE)