

RELEASE IN FULL OF ALL CLAIMS

I, Lori Brandner of Sioux Falls, South Dakota, in consideration of the sum of Eighty-Five Thousand Dollars (\$85,000.00), the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge Walworth County, South Dakota, Joshua Boll, Marissa Mickelson, Kylie Franklin, Jeremy Johnson and Defendant Does 1-9, and their agents, employees, representatives, subsidiaries, successors, insurers, reinsurers, heirs and assigns (hereinafter referred to as the “Releasees”) and any and all other persons and entities, from any and all claims, causes of action and damages of every kind including violation of constitutional rights, whether unanticipated, suspected or unsuspected, including any claim for increased damages pertaining to conditions and consequences flowing therefrom, which I now have or may have, arising out of or in any manner pertaining to any and all losses, injuries, costs, damages or expenses, attorney’s fees, or any other expenditure, resulting from or in any way arising out of my detention in the Walworth County Jail and those events set forth in the complaint styled as “LORI BRANDNER, Plaintiff -vs- WALWORTH COUNTY, SOUTH DAKOTA, JOSHUA BOLL, Individual and Official Capacities; MARISSA MICKELSON, Individual and Official Capacities; KYLIE FRANKLIN, Individual and Official Capacities; JEREMY JOHNSON, Individual and Official Capacities; and DEFENDANT DOES 1-9, Individual and Official Capacities; Defendants, Case No. 1:18-CV-01005-CBK.”

I understand: (1) That liability is denied by the Releasees, who made no representations, agreements or promises to do or admit to do any act or thing not herein set forth; (2) This settlement is a compromise of doubtful and disputed claims; (3) That the payment to be made pursuant to this settlement is not to be

construed as an admission of liability by any of the Releasees; (4) That this Release and the consideration expressed herein, are in full and complete settlement, full and complete satisfaction, and full and complete compensation for any and all claims, demands, and causes of action that Lori Brandner may have against any and all persons, entities, corporations whatsoever such as are classified as joint tort-feasors, including but not limited to the Releasees, resulting from or in any way growing out of the claims set forth in the complaint or any complaint filed in the above-referenced action, and in any related event which may have transpired subsequent thereto or which may transpire in the future in relation to my detention at the Walworth County Jail; and (5) The consideration expressed herein is the sole and only consideration for the execution of this Release.

In executing this Release, I also understand that the terms hereof are contractual and not merely recitals. I also represent and warrant that I am not relying upon any statement or representation made by the Releasees or their agents, employees or attorneys; but, instead, I am relying solely upon my own judgment and the advice of my attorney.

To my knowledge, there may be unsatisfied liens that are claimed, including, but not necessarily limited to, claims for medical liens or liens in regard to attorney's fees. Nevertheless I agree, on my own behalf, to indemnify and hold the Releasees harmless for any and all claims, causes of action or demands based upon any such liens which may hereafter be made against the Releasees, arising out of the events detailed in the complaint filed in the above encaptioned action and any related events bearing upon the same subject matter which may have transpired subsequent thereto or which may transpire in the future. I further agree that this release includes compensation for all attorney's fees in relation to this action. I

agree that none of the funds to be distributed by the Johnson, Pochop & Bartling Trust Account may be disbursed until any liens are resolved.

All subrogation claims that have been made and may be asserted in regard to this settlement shall be my sole responsibility. I agree that I will pay and satisfy the same, if any; and that I will indemnify and hold the Releasees harmless from any and all subrogation claims which may be made.

I further agree that the action styled “LORI BRANDNER, Plaintiff -vs- WALWORTH COUNTY, SOUTH DAKOTA, JOSHUA BOLL, Individual and Official Capacities; MARISSA MICKELSON, Individual and Official Capacities; KYLIE FRANKLIN, Individual and Official Capacities; JEREMY JOHNSON, Individual and Official Capacities; and DEFENDANT DOES 1-9, Individual and Official Capacities; Defendants, Case No. 1:18-CV-01005-CBK” filed in United States District Court, District of South Dakota, Northern Division, shall be dismissed, on the merits, with prejudice and without costs; and that a judgment of dismissal shall be entered accordingly, I further authorize my attorney to sign a stipulation to dismiss the action described herein. I further acknowledge that the sum paid in regard to this Release is all encompassing concerning my attorney’s fees and costs.

I also understand that this Release shall bind me and shall inure to the benefit of the Releasees and any and all other persons and entities released herein.

As consideration for the terms set forth herein, and at the request of the undersigned, Releasees agree to issue payment in the amount of \$85,000.00 to the Johnson, Pochop & Bartling Trust Account.

The undersigned represents and warrants that she has signed this Release of her own free will and accord; she is competent to execute the Release; she has read

the same and has discussed the contents with counsel; that she fully understands and appreciates the character of the Release and the consequences of executing it.

Dated: _____
Lori Brandner

Dated: _____ Approved as to form:

Stephanie Pochop