

**RELEASE AND SETTLEMENT OF CLAIM (ATTORNEY FEES AND COSTS)**

FOR THE SOLE CONSIDERATION OF THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$325,000.00) payable to Kirkland & Ellis LLP, I, Jordan Heinz, Partner at Kirkland & Ellis LLP, with offices at 300 North LaSalle, Chicago, Illinois 60654, on behalf of myself, Kirkland & Ellis LLP, and all attorneys who provided legal services to or through Kirkland & Ellis LLP in the case in which this release and settlement of claim is executed, do hereby release, acquit and forever discharge PENNY BOGAN, in her official capacity as BOONE COUNTY CLERK; KAREN M. MARTIN, in her official capacity as PORTER COUNTY CLERK; MICHAEL A. BROWN, in his official capacity as LAKE COUNTY CLERK; PEGGY BEAVER, in her official capacity as HAMILTON COUNTY CLERK; WILLIAM C. VANNESS II, M.D., in his official capacity as the COMMISSIONER, INDIANA STATE DEPARTMENT OF HEALTH; and GREG ZOELLER, in his official capacity as INDIANA ATTORNEY GENERAL, and all their present and former officers, agents and employees and their successors in office from all actions, causes of action, claims and demands, damages, costs, loss of services, expenses and compensation on account of or in any way growing out of any and all known and unknown attorney fees, fees, costs and expenses arising out of or accrued in the cause of action styled *Baskin, et al. v. Bogan, et al.*, Cause No. 1:14-cv-00355-RLY-TAB, including without limitation any claims to attorney fees, fees, costs or expenses that were or could have been sought in said lawsuit. I hereby certify that I am authorized to execute this release on behalf of the parties releasing these claims for attorney fees, fees, costs and expenses.

It is expressly warranted by me that no promise or inducement has been offered 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 or attorneys, concerning the nature and extent of the injuries, damages, costs and/or legal liability therefor; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

It is further warranted by me that the persons released herein do not by this settlement admit liability to me or to Kirkland & Ellis LLP in any way for attorney fees, fees, costs and expenses, and that

the persons released herein continue to deny liability, but that they have entered into this settlement solely to avoid the costs and inconvenience of litigation.

I HAVE READ THIS RELEASE AND SETTLEMENT OF CLAIM CAREFULLY AND UNDERSTAND: THAT IT NOW AND FOREVER DISCHARGES ANY OBLIGATION, LIABILITY OR DUTY THE STATE OF INDIANA, ITS AGENCIES, AGENTS, OFFICERS AND EMPLOYEES MAY HAVE TOWARD ME AND TOWARD THOSE ON WHOSE BEHALF I SIGN, AS A RESULT OF THE AFORESAID CIVIL ACTION AND THE ACCRUED ATTORNEY FEES AND COSTS IN THAT CASE, THAT THE AFORESAID PARTIES ADMIT NO LIABILITY BY THIS PAYMENT AND, THAT THIS RELEASE AND SETTLEMENT IS BINDING UPON OUR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND SUCCESSORS IN INTEREST.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this Release and Settlement of Claim on the 11 day of February, 2015.

  
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Jordan Heinz  
Kirkland & Ellis LLP

**ACKNOWLEDGMENT OF RELEASOR**

STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF COOK            )

Before me, a Notary Public in and for said County and State, personally appeared Jordan Heinz, known to me to be the releasor described hereinabove and executed and/or acknowledged executing the foregoing instrument for the purposes therein stated on this 11th day of February 2015.

My Commission Expires:

April 6, 2017

Minnie L. Rowell  
Notary Public

Printed Name: Minnie L. Rowell

County of Residence: Cook

