

RELEASE AND SETTLEMENT OF CLAIM (ATTORNEY FEES AND COSTS)


FOR THE SOLE CONSIDERATION OF **TWENTY-SEVEN THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND FIFTY CENTS** (\$27,592.50) payable to Kelly R. Eskew, I, Kelly R. Eskew, with offices at 6459 Central Avenue, Indianapolis, Indiana 46220, on behalf of myself and all attorneys who have provided legal services to me in the case in which this release and settlement of claim is executed, do hereby release, acquit and forever discharge Mike Pence, in his official capacity as Governor of the State of Indiana, Brian Abbott, Chris Atkins, Ken Cochran, Steve Daniels, Jodi Golden, Michael Pinkham, Kyle Rosebrough and Bret Swanson, in their official capacities as members of the Board of Trustees of the Indiana Public Retirement System, and Steve Russo, in his official capacity as Executive Director of the Indiana Public Retirement System, 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 *Lee v. Abbott*, Cause No. 1:14-cv-00406-RLY-MJD, including without limitation any claims, issues or legal costs that were or could have been raised 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 in any way, and that they 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 26 day of January, 2015.



Kelly R. Eskew

ACKNOWLEDGMENT OF RELEASOR

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Kelly Eskew, 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 26 day of January, 2015.

Kathy Kendall
Notary Public
Kathy Kendall
Printed Name

My Commission Expires:
August 9, 2017

County of Residence: Marion