

RELEASE OF LIABILITY

Joshua Garton v. W. Ray Crouch, et al.

U.S. District Court for the Middle District of Tennessee, No. 3:21-CV-338

Joshua Garton ("Plaintiff") has agreed to settle all claims against Joseph Craig, W. Ray Crouch, and Andrew Vallee ("Defendants") arising in connection with the suit styled *Joshua Garton v. W. Ray Crouch, et al.*, U.S. District Court for the Middle District of Tennessee, No. 3:21-CV-338 (the "Lawsuit"). Plaintiff and Defendants have agreed to settle the Lawsuit without admitting or conceding any liability or damages, but to avoid the burden and expense of continuing the litigation. Contingent upon approval of this settlement by the authorized officials of the State of Tennessee, Plaintiff now makes the following release of liability.

1. Plaintiff agrees to voluntarily non-suit and dismiss with prejudice all claims against the Defendants in the Lawsuit. The Lawsuit is a civil rights action brought pursuant to 42 U.S.C. § 1983 arising from Plaintiff's arrest on January 22, 2021, and his subsequent incarceration.
2. Plaintiff completely releases and discharges Defendants, and the State of Tennessee, as well as all of its employees and agents, past and present, from all damages and/or injuries known or unknown arising from, related to, or in any way connected to the incident described in the Lawsuit. Plaintiff agrees to indemnify and hold harmless the Defendants and the State of Tennessee from liability for any liens and subrogation interests to the extent that such rights and interests arise from or relate to the incident described in the Lawsuit. Subsequent to the dismissal of the Defendants in the Lawsuit, Plaintiff agrees not to file or maintain any new action or complaints against the Defendants and the State of Tennessee or any of its employees with respect to the incident described in the Lawsuit before any court or tribunal.
3. Plaintiff agrees that all claims raised, claimed, or made against the Defendants in the Lawsuit, including any additional claims he could have raised against the Defendants, are hereby compromised, settled, and extinguished in their entirety.

4. As evidenced by his signature below, Plaintiff makes these assurances based on payment by the State of Tennessee of one hundred twenty-five thousand dollars (\$125,000.00). The payment shall be made in lump sum as compensation for all claims, including attorneys' fees, costs, and expenses, and made payable jointly to Plaintiff and The Law Office of Daniel A. Horwitz IOLTA. Payment is contingent upon approval of payment by the authorized officials of the State of Tennessee.
5. Plaintiff agrees that such payment by the State of Tennessee is not intended and should not be construed as an admission of liability by the Defendants, or the State of Tennessee, or their past and present employees, or as a waiver of the State's sovereign immunity, or the employees' official immunity, but is intended merely to avoid present and any future litigation. Plaintiff acknowledges that this agreement is made and executed to resolve disputed claims for which the Defendants deny any and all liability or wrongdoing and understands that this payment is being made to avoid the burden and expense of continuing this litigation and neither constitutes nor is intended to be construed as an admission of wrongdoing, liability, or concession on the part of any party.
6. Plaintiff has carefully read this release, knows and understands its contents as full settlement of his claims, and signs of his own accord. Plaintiff has had the opportunity to discuss this release with his own lawyer.

JOSHUA GARTON
Plaintiff

10-6-23

Date

Justin Partida

WITNESS

10/6/23

Date

