

SETTLEMENT AND FULL RELEASE

WHEREAS, Christopher Tapp (hereinafter "Plaintiff") brought suit against the City of Idaho Falls, Jared Fuhriman (now deceased) by and through his guardian ad litem Karen Amber Fuhriman, Steven Finn, Ken Brown, Curtis Stacey, Phillip Grimes, Kent Livsey, and Steve Roos (hereinafter "Released Parties"), in the matter filed in U.S. District Court for the District of Idaho, Cause No. 4:20-cv-00476-CWD; and

WHEREAS, the Released Parties appeared through counsel of record; and

WHEREAS, Plaintiff asserted monetary damages, personal injuries, medical damages, general damages, and special damages in the above-referenced action arising out of the incident described in the Complaint, Cause No. 4:20-cv-00476-CWD; and

WHEREAS, the individual Released Parties deny that they did anything wrong or caused any damages, and that by entering into this agreement, do not concede that they have any liability, and specifically deny any liability whatsoever for Plaintiff's claims; and

WHEREAS, Plaintiff has authority to enter into this Settlement and Full Release with regard to all claims, special damages, monetary damages, general damages, and all personal injuries or torts claimed, known or unknown, that can be claimed by him, and any and all existing subrogated interest-holders, lienholders, including all liens of any insurer, any and all medical and dental care providers of any kind, Medicare/Medicaid, and attorneys; and

WHEREAS, the parties to this agreement desire to avoid the expense, burden, and uncertainty of continued litigation;

NOW, THEREFORE, IT IS HEREBY agreed among the parties to this Settlement and Full Release consisting of Plaintiff and the Released Parties state as follows:

1. In consideration of the total payment to Plaintiff by ICRMP, Travelers Insurance

Company, and the City of Idaho Falls, on behalf of the Released Parties, in the amount of Eleven Million Seven Hundred Thousand dollars (\$11,700,000.00), it is agreed that Plaintiff's claims in their entirety as asserted against the Released Parties in the Complaint filed in U.S. District Court for the District of Idaho, Cause No. 4:20-cv-00476-CWD, shall be dismissed with prejudice and without any further cost to any party after receipt of full payment. Payment of this amount will be made within 30-days after this Agreement is fully executed.

2. In exchange for the payment of funds referenced above, Plaintiff, his successors, assigns, representatives, agents, employees, attorneys, insurers and any person or persons acting by, through or for him, hereby release, acquit and forever discharge the Released Parties and their successors, assigns, officers, directors, representatives, agents, guardians, employees, attorneys, insurers, and any person or persons acting by, for, or through them, from all liability, actual or potential, for all claims, damages, or demands whatsoever in law or in equity which Plaintiff has ever had, may have, have claimed, or now claim arose from or in connection with the claims, damages or demands in law or equity arising from the allegations of the Complaint filed in U.S. District Court for the District of Idaho, Cause No. 4:20-cv-00476-CWD. Plaintiff also agrees to dismiss with prejudice and without costs or attorneys' fees his Complaint currently pending under this cause number after receipt of full payment.

3. This Settlement and Full Release is expressly intended to cover all damages which are claimed or could have been claimed by Plaintiff in the above-referenced action. The damages may be more severe or different than those known at this time. These damages include any and all personal injuries alleged by Plaintiff, including general damages, special damages, medical damages, economic and non-economic damages, attorneys' fees and costs, punitive damages, as well as any other damages which could have arisen from the allegations described in the Complaint filed in U.S.

District Court for the District of Idaho, Cause No. 4:20-cv-00476-CWD.

4. The parties agree that Plaintiff is responsible for satisfying any and all liens relating to Plaintiff's alleged injuries and damages including tortfeasor medical liens, liens of any branch of the government, including the State of Idaho (including but not limited to Plaintiff's repayment obligation under the Idaho Wrongful Conviction Act with respect to amounts received from the State thereunder), Medicaid, Medicare, Social Security Administration, liens of any and all of Plaintiff's insurers, liens of any insurers who may be responsible for payment of Plaintiff's medical and/or dental bills, liens for lost income, liens of any attorneys, and liens for any and all claims for doctors, hospitals, or other medical bills, lost wages or any other service (including non-medical service) rendered to Plaintiff arising out of the allegations in the above-referenced Complaint filed in U.S. District Court for the District of Idaho, Cause No. 4:20-cv-00476-CWD. Plaintiff represents to the Released Parties that to his knowledge the only lien against the settlement funds is by the State of Idaho under the Idaho Wrongful Conviction Act. In the unlikely event that there are additional liens asserted at some future date, Plaintiff agrees to resolve those liens in a way that does not impact any of the Released Parties. Should a lien holder assert a claim against any of the Released Parties, the Released Parties agree to notify Plaintiff and Neufeld Scheck & Brustin, LLP, immediately so that the lien can be addressed without the Released Parties having to incur any costs.

5. This Settlement and Full Release is made and entered into as a free and voluntary act and has been done only after Plaintiff consulted with his attorneys at Neufeld Scheck & Brustin, LLP.

6. This Settlement and Full Release contains the entire agreement between the parties, and the terms of this Settlement and Full Release are contractual and not a mere recital.

7. The parties agree that any and all actions necessary to secure an immediate dismissal with prejudice of Plaintiff's Complaint against the Released Parties shall be taken after receipt of full

payment and that each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with such claims and the dismissal thereof.

8. The undersigned have full authority to enter into this Settlement and Full Release.

9. After receipt of full payment of the settlement described herein, counsel for Plaintiff agrees to execute a dismissal and/or stipulation for dismissal with prejudice of the above-referenced civil action against the Released Parties, with all parties to bear their own fees and costs.

10. As a non-monetary condition of this Settlement the City of Idaho Falls agrees to have a full discussion with one or more thought leaders, such as David Thompson, about interrogation techniques that involve lying to or deceiving the person being interrogated and to review the Idaho Falls Police Department's methods of interrogation in light of this information. Such discussion does not constitute an admission by any of the Released Parties, either as to Plaintiff's action filed in U.S. District Court for the District of Idaho, Cause No. 4:20-cv-00476-CWD or as to any other individual interviewed at any time by the Idaho Falls Police Department, and is intended to serve as an informed and constructive dialogue in regards to particular theories of law enforcement interrogation.

11. As an additional non-monetary condition of this Settlement Mayor Rebecca Casper will issue to Mr. Tapp a letter of apology that will, among other things, include a statement of the City's commitment as set forth in paragraph 10. Such apology does not constitute an admission by any of the Released Parties.

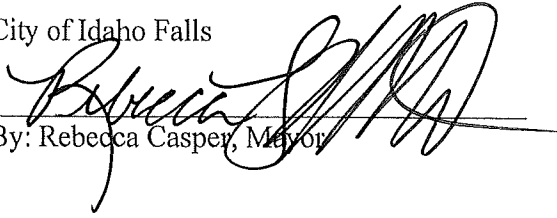
12. This Settlement and Full Release shall be governed by the laws of the State of Idaho. This document may be executed in counterparts with full legal effect.

DATED this 8 day of June, 2022.


Christopher Tapp, Plaintiff

City of Idaho Falls

By: Rebecca Casper, Mayor

A handwritten signature in black ink, appearing to read 'Rebecca Casper', written over a horizontal line.