

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
IN THE FIRST JUDICIAL CIRCUIT
CASE NO. 2021-CP-18-01991

ADRIAN LEWIS,

Plaintiff,

v.

DORCHESTER COUNTY SHERIFF'S
OFFICE,

Defendant.

READ CAREFULLY
FULL AND FINAL RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, that I, Adrian Lewis, by and through counsel, for the sole consideration of TEN THOUSAND and 00/100ths (\$10,000.00) DOLLARS, paid on behalf of the DORCHESTER COUNTY SHERIFF'S OFFICE, have agreed to settle this case on behalf of myself, my heirs, my guardians and assigns. I release and forever discharge the DORCHESTER COUNTY SHERIFF'S OFFICE, its elected officials and all past and present elected officials, all past and present employees, agents, attorneys, carriers, associates, officers, servants, contractors and subcontractors, purchasers, representatives, and anyone or any entity connected to the DORCHESTER COUNTY SHERIFF'S OFFICE whatsoever (hereinafter collectively referred to as "RELEASED PARTY") from any and all claims, demands, damages, actions, or causes of action, in law or in equity, under state law or federal law, which I may have arising from all allegations set forth in the lawsuit filed in the Dorchester County Court of Common Pleas captioned *Adrian Lewis v. Dorchester County Sheriff's Office, 2021-CP-18-01991*, to

include that which could have been asserted through the exercise of reasonable diligence even if it was omitted from the claim or Complaint, including, but not limited to all federal or constitutional claims. It is further agreed that this is a full and final RELEASE OF ALL CLAIMS of every nature and kind whatsoever, and the signing of this document releases claims that are known and unknown, suspected and unsuspected. This settlement includes all claims for attorneys' fees, interest, costs, or other damages stemming from all federal and/or state claims or any claim whatsoever.

I FURTHER AGREE AND STIPULATE to indemnify, defend and hold forever harmless the RELEASED PARTY from any of my debts, costs, attorneys' fees, subrogation claims, creditor claims, liens or other encumbrances by any third party to include third party medical care providers arising out of the allegations of this case. This includes, but is not limited to, Medicare, Medicaid, and/or private carriers, arising out of or in any way related to my treatment and care in connection to the allegations of this case. I represent that all such known claims, if any, have either been previously satisfied or for those not previously satisfied, my attorney and I agree to hold sufficient funds in trust until all such claims can be satisfied.

In consideration of the above payment, I also understand that this settlement is a compromise of what the RELEASED PARTY contends are dubious and doubtful claims and for which liability is expressly denied. Payment made in settlement is not to be construed as any admission of liability on the part of the parties hereby released. This FULL AND FINAL RELEASE is being intended to avoid the costs, time, expenses and uncertainty of this litigation, as well as for economic reasons.

To the extent permitted by law, I represent and agree that I will not discuss or disclose (or

cause or allow to be disclosed) the terms of this Full and Final Release including but not limited to the amount of the settlement or the parties' settlement without the prior written consent of the DORCHESTER COUNTY SHERIFF'S OFFICE. Notwithstanding the foregoing, I may disclose the existence and/or terms of this Full and Final Release: (1) to tax advisors to the extent that such disclosure is necessary in the preparation of tax returns, provided that they first inform those advisors of the confidentiality provisions of this Full and Final Release and they agree to abide by those provisions; or (2) to immediate family members, provided that they first inform those family members of the confidentiality provisions of this Full and Final Release and they agree to abide by those provisions; or (3) for purposes of finalizing this settlement through the courts. If the terms of this settlement are sought pursuant to FOIA, I agree to make the DORCHESTER COUNTY SHERIFF'S OFFICE, through its undersigned counselor, aware of such a request so that the DORCHESTER COUNTY SHERIFF'S OFFICE may lawfully respond.

I further agree that a Stipulation of Dismissal with Prejudice will be filed in the Dorchester County Court of Common Pleas, thereby ending with prejudice the matter captioned, *Adrian Lewis v. Dorchester County Sheriff's Office*, 2021-CP-18-01991. I agree that this Full and Final Release is to be governed by and interpreted in accordance with the laws of the State of South Carolina and acknowledge receipt paid in the settlement amount aforereferenced.

I certify by my signature below that I have read and understand the terms of this Full and Final Release, and my attorney has also reviewed its terms with me. I agree with the terms, have voluntarily and of my own free will signed this document, and I have not signed this document under duress.

THIS ENDS ALL CLAIMS!

IN WITNESS WHEREOF, I have hereunto set my hands and seal this 5th day of January, 2023, in the presence of the below named witnesses.


ADRIAN LEWIS

IN THE PRESENCE OF:


WITNESS


WITNESS

Marvin Pendarvis
Printed witness name

Amehotep Myers
Printed witness name

Attorney Verification:

I have explained these terms to the plaintiff and he has acknowledged understanding.


Marvin Pendarvis, Esquire

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
IN THE FIRST JUDICIAL CIRCUIT
CASE NO. 2021-CP-18-01991

ADRIAN LEWIS,

Plaintiff,

VERIFICATION

v.

DORCHESTER COUNTY SHERIFF'S
OFFICE,

Defendant.

ADRIAN LEWIS, personally appeared before me, the undersigned witness, who under oath affirms that (s)he saw ADRIAN LEWIS sign the foregoing Full and Final Release, and that (s)he witnessed the execution thereof:



(Witness #1)

Signed and sworn to before me
this 5 day of January, 202~~3~~⁴ 2024



Notary Public for South Carolina
My Commission Expires: 7/27/30

