

SETTLEMENT AGREEMENT AND GENERAL RELEASE

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

This Settlement Agreement and General Release (the “Agreement”) is made this the _____ day of May, 2026, by and between Larry Gene Bushart, Jr, and Leanne Bushart (collectively, “Plaintiffs”), and the Local Government Property and Casualty Fund (hereinafter referred to as “LGPCF”) on behalf of Perry County, Tennessee, Sheriff Nick Weems, and Jason Morrow (“Defendants”). Plaintiffs and Defendants shall be referred to in this agreement collectively as “the Parties.”

WITNESSETH:

WHEREAS, Plaintiff Larry Gene Bushart, Jr. filed a lawsuit in the Western District of Tennessee, Eastern Division, styled *Larry Gene Bushart, Jr., v. Perry County, Tennessee; Nick Weems, in his individual capacity; and Jason Morrow, in his individual capacity*, No. 1:25-cv-01288 (“the Lawsuit”), alleging, among other things, that Defendants violated Plaintiff’s constitutional rights by wrongfully arresting him and wrongfully prosecuting him, by violating his First Amendment rights, and by violating his Fourth Amendment rights, among other allegations;

WHEREAS, Defendants deny any and all liability in the Lawsuit; and

WHEREAS, Leanne Bushart is releasing any right to bring a loss of consortium claim or any other claim arising from the allegations in the Lawsuit;

WHEREAS, the Parties believe it to be in their best interest to enter into this Settlement Agreement and General Release, and Plaintiffs and Defendants desire to resolve fully and finally all differences between them that are or could have been the subject of the Lawsuit under any theory of law or fact;

THEREFORE, in consideration of the premises and mutual promises herein contained, the Parties agree as follows:

Section 1 – Benefits

(a) **In General:** The Local Government Property and Casualty Fund for and on behalf of Defendants, promises that it shall issue the amount or benefits as set forth in this Section on or before May 26, 2026, as long as Defense counsel receives an executed copy of the Agreement from Plaintiffs within a sufficient time in which to issue said benefits by May 26, 2026. If the Local Government Property and Casualty Fund is unable to do so by May 26, 2026, due to a delay in receiving the executed settlement agreement or for reasons outside its control, the Local Government Property and Casualty Fund will move as expeditiously as possible to issue the benefits to Plaintiff.

(b) **Cash Payment:** In consideration for Plaintiffs’ agreement to the terms of this Release,

The Local Government Property and Casualty Fund on behalf of Defendants agrees to pay in compromise and settlement of disputed claims, and Plaintiffs agree to accept in full accord and satisfaction of their claims, the total amount of Eight-Hundred Thirty-Five Thousand and 0/100 dollars (\$835,000.00). This payment shall be made solely for Plaintiffs' claimed damages, attorneys' fees, and expenses. This amount shall be made payable to "Phillips and Phillips PLLC for the benefit and use of Larry Gene Bushart, Jr. and Leanne Bushart." This total payment of \$835,000.00 is the complete payment by Defendants and no further claims for damages (whether compensatory, liquidated, or punitive), expenses, filing fees, discretionary costs, or attorneys' fees related to the Lawsuit shall thereafter be asserted by, or awarded to or on behalf of, Plaintiffs. Plaintiffs and their attorneys shall bear the responsibility for any taxes whether Local, State, and/or Federal.

(c) **Joint Statement.** In consideration for the Plaintiffs' agreement to the terms of this Release, the Parties have agreed to issue the Joint Statement attached as Exhibit A to this Agreement. Said Joint Statement shall be released separate from any other statements or comments related to this Agreement. This requirement shall be satisfied upon Plaintiffs posting the statement as a standalone webpage or a downloadable PDF file on their own website or the website of the Plaintiffs' attorney or other representative and shall be done within five business days of Plaintiffs executing this Agreement.

(d) **Sufficiency of Consideration:** Plaintiffs acknowledge and agree that the sums to be provided under the terms of the Agreement are adequate and sufficient consideration for their promises set out herein. Plaintiffs further understand that Defendants are relying on this and all other representations they have made herein.

Section 2 -- Complete Release

(a) **In General:** As a material inducement to The Local Government Property and Casualty Fund on behalf of Defendants to make the payment described in this Settlement Agreement and General Release, Plaintiffs irrevocably and unconditionally release all the Claims that Plaintiffs may now have against the released parties as set forth in Section 2(b).

(b) **Claims Released:** In exchange for the payment set forth in Section 1 above, Plaintiffs hereby release any and all legal claims that they have, or have ever had, against Perry County, Tennessee; Sheriff Nick Weems; Jason Morrow; LGPCF; Davies Claims Solutions; Alternative Service Concepts ("ASC"); and all of the aforementioned parties' officers, agents, employees, contractors, officials, attorneys, successors, and/or assigns, whether past or present (collectively referred to herein as "Released Parties"). Said release includes, but is not limited to, any and all claims, demands, actions, causes of action, and suits of law or in equity, arising out of or resulting from the aforesaid described events that led to this Litigation, all claims of any nature whatsoever arising out of the arrest, prosecution, and incarceration of Plaintiff Larry Gene Bushart, Jr. as described in the Lawsuit, whether in contract or in tort, and all claims for any and all injuries, loss of consortium, damages, losses or demands of whatsoever kind, type, and character which may have been sustained, experienced, or incurred, whether known or unknown at this time, and whether in existence or not in existence at this time, or which may develop, appear, or become worse, aggravated or disabling or arise or appear in the future. This Release includes claims of any kind, type, or nature

whatsoever, whether the injury or damage is now known or unknown, past, present or future, which the Plaintiffs ever had or which they may have asserted at any time against the Released Parties, concerning any alleged acts or omissions of any of the Released Parties, or arising out of the incidents that are the basis of the Lawsuit, including all claims asserted by Plaintiffs in the Lawsuit and as are more fully described in the pleadings filed in that cause.

(c) Unknown Claims: Plaintiffs understand that they are releasing Claims that they may not know about. That is Plaintiffs' knowing and voluntary intent, even though Plaintiffs recognize that someday they might learn that facts they currently believe to be true are untrue and even though they might then regret having signed this Release.

(d) No Admission of Wrongful Conduct: This Settlement Agreement and General Release shall not in any way be construed as an admission by any party of any wrongful conduct whatsoever against any person or party, and all parties specifically disclaim any liability to or claims for omissions or alleged wrongful conduct against any other person or party. It is acknowledged by all parties that this Agreement is mutually sought and for the benefit of each to resolve all disputed claims and controversies, whether asserted in the lawsuit or otherwise. No party will assert that this Agreement is an admission of guilt or wrongdoing. It is further acknowledged that no party hereto intends for any non-party to be deemed a third-party or incidental beneficiary hereof. It is also expressly agreed and understood that no party is to be considered to be the "prevailing" or "successful" party within the meaning of any statute, rule or other law conferring a benefit (such as attorneys' fees) on a party that is victorious in litigation.

Section 3 – Promises

(a) Dismissal of Released Claims: Plaintiff Larry Gene Bushart Jr. and Defendants agree to enter a stipulation of dismissal in order to dismiss Plaintiff's claims made in the Lawsuit with prejudice within three (3) business days of receipt of the cash payment described in Section 1(b). The Parties further agree to execute and file any and all documents that are necessary to dismiss his claims with prejudice.

(b) Taxes: Any tax liability that may arise out of the payment of funds as discussed herein is solely the responsibility of Plaintiffs and/or their attorneys. Plaintiffs specifically agree to hold harmless and indemnify the Released Parties from any claims of tax, levy, or assessment against the settlement funds.

(c) Ownership of Claims: Plaintiffs have not assigned or transferred any Claim that they are releasing, nor have Plaintiffs purported to do so.

(d) Implementation: Plaintiffs agree to sign any documents and do anything else that is necessary in the future to implement this Release.

(e) Indemnification: Plaintiffs agree to indemnify and hold harmless all Released Parties from any subrogation, Federal or State taxes, and any and all claims of any third party pursuant to contract or tort.

(f) **Liens:** Plaintiffs represent and warrant that they are unaware of any liens that exist that may encumber the settlement proceeds of this matter. Nonetheless, Plaintiffs warrant that they have satisfied, or will satisfy, any and all claims of third parties, including but not limited to claims for medical bills, liens, claims from medical providers and medical insurers, any governmental agency claims or liens, claims for subrogation or otherwise by settlement, payment or other forms of satisfaction, and that the undersigned will indemnify and hold harmless the released parties of and from any and every claim or demand of every kind or character, which may be asserted whether by tort or contract or by any third parties claiming by or through either of them. Plaintiffs warrant that they alone are solely responsible for the satisfaction of any debt, lien, payment or subrogation owed to any provider or insurer, and Plaintiffs specifically hold harmless and agree to indemnify the Released Parties of and from any and every claim or demand of every kind or character.

Section 4 -- Consequences of Violating Promises

Plaintiffs agree to pay the reasonable attorneys' fees and any damages that Defendants may incur as a result of a breach of a promise made by Plaintiffs in this Agreement. Defendants agree to pay the reasonable attorneys' fees and any damages that Plaintiffs may incur as a result of a breach of a promise made by Defendants in this Agreement.

Section 5 -- Consideration of Release

Plaintiffs acknowledge that, before signing this Agreement; (1) they carefully read it; (2) they fully understand it; (3) they discussed it with their attorneys; and (4) they are entering into it voluntarily.

Section 6 -- Miscellaneous

(a) **Entire Agreement:** This constitutes the entire agreement. This Agreement may not be modified or canceled in any manner except in writing signed by both Plaintiffs and Defendants. Plaintiffs acknowledge that Defendants have made no representations or promises to them other than those in this Release. If any provision in this Release is found to be unenforceable, all other provisions will remain fully enforceable. Plaintiffs also represent and acknowledge that they do not rely and have not relied upon any representation or statements made by any of the Released Parties or by any of the Released Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Settlement Agreement and General Release or otherwise, except as set out herein.

(b) **Successors:** This Agreement binds the parties, their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

(c) **Interpretation:** This Agreement shall be construed as a whole according to its fair meaning. Unless the context indicates otherwise, the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Release. This Agreement shall be governed by the statutes and common

law of the State of Tennessee.

READ THIS AGREEMENT AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT: IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS DOCUMENT YOU AGREE THAT YOU HAVE CONSULTED WITH YOUR ATTORNEY REGARDING ALL PROVISION CONTAINED HEREIN.

WHEREFORE, to signify his agreement to the terms of this Release, Plaintiff Larry Gene Bushart, Jr. has executed this Settlement Agreement and General Release on the date set forth below.

EXECUTED at Lexington, Tennessee, this the 14 day of May, 2026.

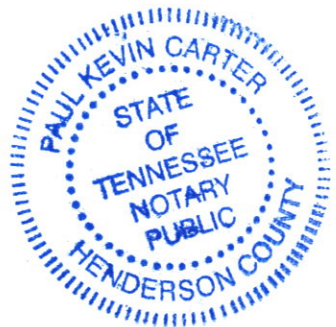
Larry Gene Bushart Jr
Larry Gene Bushart, Jr.

STATE OF TENNESSEE
COUNTY OF Henderson

Sworn to and subscribed before me this 14th day of May, 2026.

[Signature]
Notary Public

My Commission Expires: 01-17-27



WHEREFORE, to signify her agreement to the terms of this Release, Leanne Bushart has executed this Settlement Agreement and General Release on the date set forth below.

EXECUTED at Lexington, Tennessee, this the 14 day of May, 2026.

Leanne Bushart
Leanne Bushart

STATE OF TENNESSEE
COUNTY OF Henderson

Sworn to and subscribed before me this 14th day of May, 2026.

[Signature]
Notary Public

My Commission Expires: 01-17-27



WHEREFORE, to signify its agreement to the terms of this Release, the Local Government Property and Casualty Fund has executed this Settlement Agreement and General Release on the date set forth below.

EXECUTED at Smith, Tennessee, this the 18th day of May, 2026.

Donna Mearl, claim supervisor
Donna Mearl, on behalf of Local Government
Property and Casualty Fund

STATE OF TENNESSEE
COUNTY OF Rutherford

Sworn to and subscribed before me this 18th day of May, 2026.

Georgianna Whiting
Notary Public

My Commission Expires: 7/30/2029

