

RELEASE IN FULL OF ALL CLAIMS

In consideration of the payment of Thirty Five Thousand Dollars and 00/100 (\$35,000.00) to David Esrati payable to Reconstructing Dayton, and Four Thousand Four Hundred Forty-Six and 00/100 (\$4,446.00), payable to Daniel J. Durocher, in payment of his attorney fees, in hand, paid by Gallagher Bassett Services, Inc. on behalf of Edward Hynes, Donald J. Donovan, G4S Secure Solutions (USA) Inc., its owners, employees, affiliates, parent company, and subsidiaries; and, on behalf of Timothy Kambitsch and Dayton Metro Library, its board of trustees, employees, affiliates, parent company, and subsidiaries; David Esrati hereby releases and forever discharges said Edward Hynes, Donald J. Donovan, G4S Secure Solutions (USA) Inc., its owners, employees, affiliates, parent company, and subsidiaries, and Timothy Kambitsch and Dayton Metro Library, its board of trustees, employees, affiliates, parent company, and subsidiaries, from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which heretofore have been or which hereafter may be sustained by David Esrati in consequence of an incident which occurred on August 19, 2017, in Montgomery County, Ohio, as is more fully described in the United States District Court, for the Southern District of Ohio, Western Division at Dayton, Case No. 3:19-cv-251, styled David Esrati vs. Dayton Metro Library, et al.

As a condition of said Release, Plaintiff has permission to publish Edward J. Dowd's October 25, 2017, letter to Mr. Durocher.


This Release extends and applies to, covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any State, Federal, Local or Territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

IT IS UNDERSTOOD AND AGREED that this settlement is in full compromise of a doubtful and disputed claim as to both questions of liability and as to the nature and extent of any injuries or damages sustained by the undersigned. Neither this Release nor the payment made pursuant thereto shall be construed as an admission of liability, such being denied.

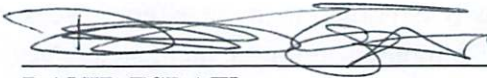
As inducement to the payment of the sum aforesaid, Plaintiff states that he fully understands the terms of this settlement, and that he voluntarily accepts said sum for the purpose of making full and final compromise, adjustment, and settlement of all damages or losses incurred as a result of the incident forming the basis of the above-mentioned lawsuit. As a further inducement to the payment of the sum aforesaid, Plaintiff agrees to dismiss, with prejudice, all claims currently brought, or which could have been brought as a result of the incident described in the aforementioned lawsuit.

This Release and settlement shall be governed by, and applied in accordance with, the laws of Ohio. Any action to enforce the Release and settlement must be brought in the Montgomery County Common Pleas Court.

WITNESSED BY:



CS O-79



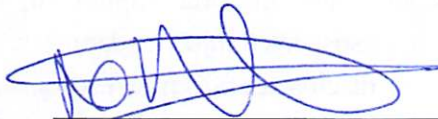
DAVID ESRATI

State of Ohio)
Greene) SS:
County of ~~Montgomery~~)

On this 13th day of March, 2020, before me personally appeared David Esrati, to me known, and acknowledged the Release set out above as his free act and deed, after the same was read by me to David Esrati, who then and there stated that he fully understood said Release and that by his signature thereto that all matters therein set out are compromised and settled in consideration of the payment therein recited.



ANDREA NICOLE WOLFE
Notary Public, State of Ohio
My Commission Expires 10-31-2023



Notary Public