

**MUTUAL RELEASE  
AND SETTLEMENT AGREEMENT**

The parties to this Mutual Release and Settlement Agreement are Voices For Life, Inc. (“Voices”) and the Indiana Department of Health and its Commissioner, sued in her official capacity (“IDOH”), collectively “the Parties.”

**WHEREAS**, the Parties are presently involved in litigation captioned as *Voices For Life, Inc. v. Indiana Department of Health, et al.* (Cause No. 24A-MI-2396) and *Voices for Life, Inc. v. Indiana Department of Health, et al.*, (Cause No. 49D02-2405-MI-19876).

**WHEREAS**, the litigation stems from a complaint filed by Voices alleging that IDOH was required by the Access to Public Records Act to produce for public review Termination of Pregnancy Reports.

**WHEREAS**, the Parties desire to amicably and equitably settle all matters pertaining to Voice’s Access to Public Records suit against IDOH.

**WHEREAS**, this Mutual Release and Settlement Agreement is subject to and received the approval of the Governor and the Attorney General, pursuant to Ind. Code §§ 4-6-2-11, 34-13-3-14.

**NOW, THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:

1. The recitals hereinabove stated are a part of this Mutual Release and Settlement Agreement.
2. To resolve Voices’ claims, IDOH agrees to:
  - a. Immediately release terminated pregnancy reports as public records upon lawful request and not designate the reports as confidential medical records; and
  - b. Make redactions to the terminated pregnancy reports that adequately protect personal health identifiers and that do not inhibit examination of the terminated pregnancy reports to determine whether a physician performed an abortion in accordance with Indiana law. IDOH will not redact:
    1. The date the patient presented for treatment for the abortion complication.
    2. The age of the patient.
    3. The state of the patient’s residence.
    4. The facility at which the abortion is performed.
    5. The type of abortion obtained by the patient.

6. The date of the abortion obtained by the patient.
7. The abortion health care provider's full name and address, including the name of the physicians performing the abortion or providing, prescribing, administering, or dispensing the abortion inducing drug.
8. Whether parental consent was obtained or whether a waiver of consent was obtained.
9. The physician's determination of the gestation of the fetus in weeks.
10. The reason for the abortion including information specifying any of the following:
  - i. The abortion was necessary to prevent any serious health risk to the pregnant woman or to save the pregnant woman's life, including the pregnant woman's diagnosed medical condition.
  - ii. The fetus was diagnosed with a lethal fetal anomaly, including the fetus's diagnosed condition.
  - iii. The pregnancy was a result of rape or incest.
11. The following information concerning the abortion or the provision, prescribing, administration, or dispensing of the abortion inducing drug:
  - i. The postfertilization age of the fetus (in weeks).
  - ii. The manner in which the postfertilization age was determined.
  - iii. The gender of the fetus, if detectable.
  - iv. Whether the fetus has been diagnosed with or has a potential diagnosis of having Down syndrome or any other disability.
  - v. If after the earlier of the time the fetus obtains viability or the time the postfertilization age of the fetus is at least twenty (20) weeks, the medical reason for the performance of the abortion.
  - vi. For a surgical abortion, the specific medical procedure used for the abortion, including the postfertilization age of the fetus and: if the fetus had a postfertilization age of at least twenty (20) weeks:
    1. Whether the procedure, in the reasonable judgment of the health care provider, gave the fetus the best opportunity to survive.

- vii. The basis for the determination that the pregnant woman had a condition described in this chapter that required the abortion to avert the death of or serious impairment to the pregnant woman and the name of the second doctor present. For a nonsurgical abortion, the precise drugs provided, prescribed, administered, or dispensed, and the means of delivery of the drugs to the patient.
- viii. For a nonsurgical abortion, that the manufacturer's instructions were provided to the patient and that the patient signed the patient agreement.
- ix. For a nonsurgical abortion, that the abortion inducing drug was dispensed and consumed in the presence of the physician.
- x. For an abortion performed before twenty (20) weeks of postfertilization age of the fetus, the medical indication by diagnosis code for the fetus and the mother.
- xi. The results of pathological examinations if performed.
- xii. For a surgical and chemical abortion, whether the fetus was delivered alive, and if so, how long the fetus lived, and that the physician complied with the requirements in IC 16-21-2-17.
- xiii. Records of all maternal deaths occurring at the location where the abortion was performed or the abortion inducing drug was provided, prescribed, administered, or dispensed, including the specific cause of death.
- xiv. The date the form was transmitted to IDOH and, if applicable, separately to the Department of Child Services.
- xv. Access to "Additional Procedures," "Additional Instructions," and "Patient Signature" fields on TPR, in cases where additional procedure may include a second method of abortion
- xvi. The age of the father

3. In exchange, Voices agrees to dismiss its appeal, *Voices For Life, Inc. v. Indiana Department of Health, et al.* (Cause No. 24A-MI-2396), without briefing within one day of the execution of this agreement.

4. The agreement is made in full satisfaction of any and all claims by Voices against IDOH that Voices brought or could have brought related to the claims alleged in Cause No. 49D02-2405-MI-19876.

5. The parties agree to a dismissal, with prejudice, of the cases styled as *Voices For Life, Inc. v. Indiana Department of Health, et al.* (Cause No. 24A-MI-2396) and *Voices for Life, Inc. v. Indiana Department of Health, et al.*, (Cause No. 49D02-2405-MI-19876), and agree to withdraw or dismiss any actions, complaints, charges and grievances it may have pending against IDOH with any court, agency or tribunal related to any and all of Voices' claims that were brought, or could have been brought, related to the allegations in Cause No. 49D02-2405-MI-19876, and it will take any other action necessary to carry out the purpose and intent of this Release and Settlement Agreement. Voices agrees that this Agreement, when fully executed, shall constitute its request and motion for withdrawal of any such charge, complaints, grievance or action to any such tribunal or agency.

6. The Parties warrant that no promise or inducement has been offered or exists as of the date of this release except as herein set forth; that this release is executed without reliance upon any statement or representation of the parties or persons released or their representatives concerning the nature and extent of any injuries, damages and/or legal liability thereof; and that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

7. The Parties agree and understand that in reaching this Mutual Release and Settlement Agreement, IDOH has denied and continues to deny any fault, wrongdoing or liability on its part or on the part of any of their officers, employees or agents, with respect to all of the claims made against them and as part of the above-referenced charge.

8. Each party shall bear its own litigation costs, including attorney fees and any other costs incurred.

9. The Parties agree that this Release and Settlement Agreement is deemed made and entered into in the State of Indiana and in all respects shall be interpreted, enforced and governed under the laws of the State of Indiana, unless otherwise preempted by federal law.

10. The parties hereto acknowledge, covenant and agree that each of them has read this Mutual Release and Settlement Agreement and understand its terms, including the legal consequences thereof, and that in offering to make, and in making, executing and delivering this Mutual Release and Settlement Agreement, none of them was acting under any duress, undue influence, misapprehension or misrepresentation by any party hereto or any agent, attorney or representative of any party and that this Mutual Release and Settlement Agreement was made, executed and delivered as the free and voluntary act of each party and was given in good faith on the part of each party with full knowledge of all relevant facts and circumstances.

11. Except as otherwise provided, this Mutual Release and Settlement Agreement contains the entire agreement between the parties hereto and no representations or promises, other than those contained or referred to herein, have been made by any party to another party to secure the execution of this Mutual Release and Settlement Agreement, either before or after the dispute arose.

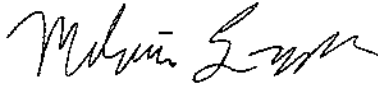
12. Because each of the parties to this Mutual Release and Settlement Agreement has contributed to the preparation and drafting hereof, has read it, and has reviewed it with his, her, their, or its counsel and understands its terms and contents, the terms and provisions of this Mutual Release and Settlement Agreement shall be interpreted and construed without any presumption or inference based upon the party or parties causing this Mutual Release and Settlement Agreement to be drafted in fact.

13. This Mutual Release and Settlement Agreement may be executed in multiple counterparts, all of which when combined constitute one original document.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Mutual Release and Settlement Agreement on the dates set forth below.

[Remainder of this page left blank]


**ENTERED INTO BY THE PARTIES, AS EVIDENCED BY THEIR SIGNATURES ON THE DATES NOTED:**



2/1/25

\_\_\_\_\_  
Voices for Life, Inc.  
Appellant-Petitioner/Releasee

\_\_\_\_\_  
Date



Feb. 3, 2025  
Date

\_\_\_\_\_  
Attorney  
Attorney for Voices for Life, Inc.

\_\_\_\_\_  
For Indiana Department of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Dr. Lindsay Weaver, M.D. in her official capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Attorney General  
Attorney for Indiana Department of Health and  
Dr. Lindsay Weaver, M.D. in her official capacity

\_\_\_\_\_  
Date

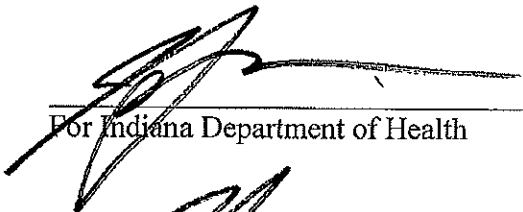
**ENTERED INTO BY THE PARTIES, AS EVIDENCED BY THEIR SIGNATURES ON THE DATES NOTED:**

\_\_\_\_\_  
Voices for Life, Inc.  
Appellant-Petitioner/Releasee

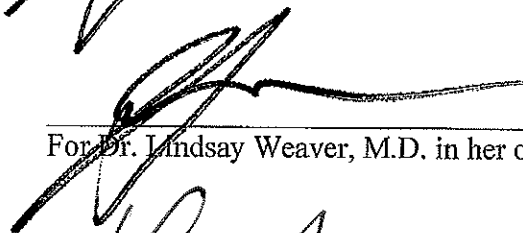
\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney  
Attorney for Voices for Life, Inc.

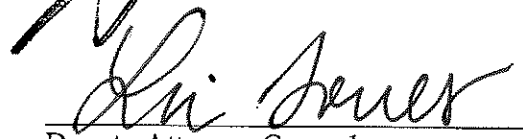
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For Indiana Department of Health

2/3/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For Dr. Lindsay Weaver, M.D. in her official capacity

2/3/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Deputy Attorney General  
Attorney for Indiana Department of Health and  
Dr. Lindsay Weaver, M.D. in her official capacity

2/3/25  
\_\_\_\_\_  
Date