

SETTLEMENT AGREEMENT AND RELEASE

I. RECITALS

A. Michael Sexton, and any and all of his heirs, personal representatives, executors, administrators, attorneys, successors, and assigns are collectively referred to as ("RELEASOR").

B. The City of Colorado Springs ("City") and any of its current or former entities, officials, officers, employers, successors, assigns, attorneys, employees, agents, servants, insurers, re insurers, if any, are collectively referred to as ("RELEASEES").

C. RELEASOR and RELEASEES are collectively referred to as "the Parties," unless otherwise specified.

D. On January 30, 2019, City police officers arrested Plaintiff (the "Incident").

E. On July 30, 2020, RELEASOR filed a lawsuit against the City and the police officers in the United States District Court for the District of Colorado, Civil Action No. 20-cv-02248-WJM-KLM (the "Lawsuit"). The Lawsuit arose out of the Incident.

F. With the entry of this Settlement Agreement and Release ("Agreement"), RELEASOR has stipulated to the dismissal, with prejudice, of the Lawsuit.

G. RELEASOR has decided to enter into this Agreement on the terms set out in these recitals and agreement below and to reach a complete resolution of any claims arising out of the Incident or the Lawsuit as well as any and all claims of any kind RELEASOR may have against RELEASEES and for any damages and/or injuries of any kind, known and unknown, foreseen and unforeseen related to the Incident in the Lawsuit. For the purpose of this Agreement, all of the claims asserted in the Lawsuit whether remaining or dismissed shall be referred to hereafter collectively as the "Claims."

H. In entering into this Agreement, it is acknowledged that the Parties have incurred and expect to incur considerable costs and fees in pursuing and defending the Lawsuit and enter into this Agreement, in part, to avoid the cost of litigation.

II. AGREEMENT AND RELEASE

Release, Covenant Not to Sue, Hold Harmless, Indemnification and Dismissal of Lawsuit

1. RELEASOR agrees irrevocably and unconditionally to release and forever discharge RELEASEES from any and all Claims, which have been made or could have been made, pursuant to any federal or state statute, constitution, common law, contract or otherwise, or in equity, known and unknown, foreseen and unforeseen that are, or could in anyway be, related to the Lawsuit.

2. RELEASOR understands and agrees that this Agreement prevents any appeal of any of the dismissals, stipulated or otherwise, against any of the Parties or for any of the Claims made in the Lawsuit.

3. RELEASOR represents and warrants that, other than that which is set forth in the Recitals to this Agreement, he has not filed or caused to be filed or asserted any claim in or with any court or agency based on or related to the Incident or Claims and agree that he will not file any claim in or with any court or agency based on or related to the Incident.

4. Pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007, RELEASOR hereby certifies and affirmatively represents and warrants as follows: (1) at the time of the accrued claims, he was not a Medicaid recipient; (2) he has never received Medicaid benefits for his alleged damages and (3) he is not now receiving nor has he ever received Medicare benefits. RELEASOR further certifies he is not now receiving nor has he ever received Social Security Disability Benefits. In the event RELEASEES are subject to any further claims or demands under such actual or purported benefit assignment, lien, subrogation, or other right of substitution for such benefits, RELEASOR will defend, indemnify, and hold RELEASEES harmless from such claims or demands.

5. RELEASOR hereby declares and represents that no other person, firm, or corporation has received any assignment, subrogation, lien, including but not limited to an attorney lien, or other right of substitution to the Lawsuit, or that to the extent such assignment, subrogation, lien, or other right of substitution exists, the same has been waived, resolved, or otherwise disclosed. In the event RELEASEES are subjected to further demands related to the Lawsuit by any person, firm, or corporation under any actual or purported lien or right of substitution, including any lien for medical expenses, attorney fees or costs, RELEASOR will hold RELEASEES harmless from any such claims or demands and indemnify and defend RELEASEES from any judgment obtained by reason of such purported lien or right of substitution.

6. RELEASOR'S attorneys will retain an amount of the settlement to satisfy the liens or claims, if any, in their trust account and will notify RELEASEES' attorney when all liens and claims have been satisfied. If no liens or claims are reasonably believed to exist, RELEASOR'S attorneys are not required to retain an amount of the settlement to satisfy the liens or claims.

7. RELEASOR understands and agrees that he is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and the monetary consideration provided pursuant to it. RELEASOR agrees that RELEASEES have provided no representation or advice as to how this consideration is to be characterized or allocated or as to the tax treatment or his tax reporting or payment obligations for the monetary consideration set out herein.

8. RELEASOR further warrants that he fully realizes that he may have sustained unknown and unforeseen losses; fees; costs; expenses; damages; liabilities; claims; bodily, personal, or psychological injuries; damage to property; business losses; or rights of restitution, and the consequences thereof which may be at this time, heretofore, and hereafter unknown, unrecognized, unawarded, and not contemplated by RELEASOR, which resulted or may or will

result from the above-mentioned Incident, and that no promise or inducement has been offered except as herein set forth and that all agreements and understandings between the Parties are expressed herein and that this Agreement was executed without reliance upon any statement or representation by RELEASEES, and RELEASOR is legally competent to execute this Agreement. RELEASOR accepts full responsibility and assumes the risk of any mistake of fact or law as to any damages, losses, or injuries, whether disclosed or undisclosed, known or unknown, and all matters incident and related thereto applicable to the Lawsuit and any potential claims RELEASOR has or may have against RELEASEES.

Consideration

9. Within thirty (30) days of the execution of this Agreement, and all other documentation necessary for RELEASEES to issue payment, RELEASEES agree to pay RELEASOR the total amount of THIRTY THOUSAND DOLLARS (\$30,000) (the "Settlement Sum") in the form of a check made payable to the KILLMER, LANE & NEWMAN, LLP COLTAF Account (payment shall be delivered to the office of KILLMER, LANE & NEWMAN, LLP).

10. It is agreed that consideration for this Agreement as set forth herein, shall be full and final payment to settle all Claims stated in the Lawsuit, including any Claims for attorney fees and costs as well as any and all Claims that are in anyway related to the Incident that gave rise to the Lawsuit.

11. As part of the consideration for this Agreement, RELEASOR has authorized and instructed his attorneys to execute and file a stipulation of dismissal with prejudice of the Lawsuit, with the Parties each to pay their own costs and fees, which shall be filed upon payment received by KILLMER, LANE & NEWMAN, LLP.

Voluntariness, Denial of Liability, Entire Agreement

12. RELEASOR has carefully read the above and foregoing Agreement and knows the contents thereof and has signed the same as his free and voluntary act for the purpose of making a full and final settlement of any and all Claims, disputed or otherwise, known and unknown, and after having the opportunity to have the same explained by counsel. RELEASOR expressly states that he has been advised of his right to consult additional professionals of his choice, including lawyers and accountants, regarding any and all known and unknown, foreseen and unforeseen, damages, losses, injuries, costs, losses of services, expenses, liabilities, claims, and the consequences thereof, of whatever kind and nature, which RELEASOR may have or will incur, whether suspected or unsuspected. RELEASOR further expressly understands and agrees that the signing of this Agreement shall be forever binding and no rescission, modification, or release of RELEASOR from the terms of this Agreement will be made for any mistake.

13. It is expressly understood and agreed that the acceptance of the above-mentioned consideration is in full accord and satisfaction of disputed claims and is not to be construed in any way as an admission of liability on the part of RELEASEES. RELEASEES specifically assert that no wrongdoing, misconduct, or liability occurred with respect to the Incident or any matters related

or incidental thereto, or otherwise, occurred or was proven in a court of law, and it is further understood and agreed that all agreements and understandings between the Parties are embodied and expressed herein and that the terms of this Agreement are contractual and not mere recitals.

14. This Agreement is not intended to be an admission of any fact or issue alleged by any party relating to the Lawsuit, and, with the exception of a claim related to breach or enforcement of this Agreement, this Agreement is not intended to be evidence in any other matter.

15. This Agreement, once executed, including the Recitals and all attachments to this Agreement, contain the entire understanding of the Parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the Parties.

16. It is further understood and agreed that no promise, inducement, or agreement not herein expressed has been made to RELEASOR; that this Agreement contains the entire terms of the agreement between the Parties to settle the Lawsuit; that the terms are contractual and not a mere recital; and that this Agreement shall be construed according to the laws of the State of Colorado.

17. RELEASOR declares that he has fully and carefully read this Agreement, that he has had the opportunity to consult legal counsel of his own choice concerning this Agreement, that he understands the contents thereof, and that he signs his name upon this Agreement of his own free act.

Michael Sexton
MICHAEL SEXTON

Date signed: 4/4/2022

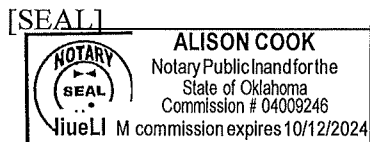
Oklahoma
STATE OF ~~COLORADO~~)
) SS.
COUNTY OF Tulsa)

SWORN TO AND SUBSCRIBED by Michael Sexton this 4 day of

~~April~~ April 2022

WITNESS my hand and official seal.

My commission expires: 10-12-24



Alison Cook
Notary Public

I, Andrew McNulty, as attorney for Michael Sexton, have reviewed the within Agreement with my client and have fully explained each and every term, condition, limitation, and obligation set forth herein to Michael Sexton and believe that he is competent and understands the same, and I further signify my approval of the within Agreement by my signature below. I also acknowledge my responsibilities with regard to any Medicaid lien, including those outlined in paragraph 6 of section II above and under C.R.S. § 25.5-4-301.

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

Andrew McNulty
Killmer, Lane & Newman LLP
1543 Champa Street, Suite 400
Denver, Colorado 80202

Attorney for Plaintiff