

GENERAL RELEASE AND SETTLEMENT STATEMENT

I. RECITALS

A. TARA HADAM, and any and all of her heirs, personal representatives, executors, administrators, attorneys, successors, and assigns are hereinafter 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 and reinsurers, if any, are hereinafter collectively referred to as "**RELEASEES**."

C. **RELEASOR** and **RELEASEES** are collectively referred to as "the Parties."

D. On or about May 31, 2022, **RELEASOR** filed a lawsuit (the "Lawsuit") against **RELEASEES**, based on an incident that occurred on June 2, 2020 (the "Incident"), in the United States District Court for the District of Colorado, Civil Action No. 22-cv-01349-WJM-MDB.

E. **RELEASOR** has decided to enter into this General Release 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 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. For the purpose of this General Release, all of the claims asserted in the Lawsuit and all other actual or potential claims or disputes among the Parties shall be referred to hereafter collectively as the "Claims."

F. All police officers who were individually named in the Lawsuit have been dismissed, or will be dismissed prior to the conclusion of this case, from the Lawsuit with prejudice and are not now, and never will be, subject to any Claim arising from or related to the Lawsuit.

G. In entering into this General Release, it is acknowledged that **RELEASOR** and **RELEASEES** have incurred and expect to incur considerable costs and fees in pursuing and defending this litigation and enter into this agreement, in part, to avoid the cost of further litigation.

II. RELEASE

Release, Covenant Not to Sue, Hold Harmless, and Indemnification

1. **RELEASOR** agrees irrevocably and unconditionally to discharge and does release and forever discharge **RELEASEES** from any and all claims and any and all damages and/or injuries pursuant to any federal or state statute, constitution, common law, contract or otherwise, known and unknown, foreseen and unforeseen, including but not limited to those which may now or hereafter arise out of, or result in any way from the Incident described in the recitals, and/or which have or could have been made, as well as any and all matters relating thereto, and any and all consequences thereof.

2. **RELEASOR** agrees that this General Release releases any claim for attorney's fees, costs, or expenses that she or her attorneys may have incurred.

3. **RELEASOR** represents and warrants that, other than that which is set forth in the Recitals to this General Release, she 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 she will not file any claim in or with any court or agency based on or related to the Incident or Claims against **RELEASEES**.

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, she was not a Medicaid recipient; and (2) she never received Medicaid benefits for her alleged damages. **RELEASOR** further certifies she is not now receiving, nor has she ever received Social Security Disability Benefits. In the event **RELEASEES** are subject to any 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 claim or claims made or which could have been asserted, 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 claims by any person, firm, or corporation under any actual or purported lien or right of substitution, including any lien for medical expenses, **RELEASOR** will hold **RELEASEES** harmless from any such claims or demands and indemnify **RELEASEES** for any judgment obtained by reason of such purported lien or right of substitution.

6. **RELEASOR** understands and agrees that she is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this General Release and the monetary consideration provided to her 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 her tax reporting or payment obligations for the monetary consideration set out herein.

7. **RELEASOR** further warrants that she fully realizes that she 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 result from the above-mentioned Incident and all matters incident or related thereto, 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 General Release was executed without reliance upon any statement or representation by **RELEASEES**, and that **RELEASOR** is legally competent to execute this General Release. **RELEASOR** accepts full responsibility and assume the risk of any mistake of fact or law as to any damages, losses, or injuries, whether disclosed or undisclosed, including any mistake in medical diagnosis or prognosis for any injuries, known or unknown, sustained as a result of the above-mentioned Incident and all matters incident and related thereto applicable to the Claims and any potential claims **RELEASOR** has or may have against **RELEASEES**.

8. As part of the consideration for this General Release, the Parties each will pay their own costs and fees.

Consideration

9. **RELEASEES** agree to pay **RELEASOR** the amount of One Hundred and Forty Thousand dollars (\$140,000.00) by tendering a check in that amount to **RELEASOR's** attorneys, payable to Frank Law Office LLC.

10. The Parties each understand, acknowledge, and agree that the terms described in paragraph 10 of this General Release are expressly contingent upon satisfaction of the following condition precedent: (1) approval by public vote of the General Release by City Council for the City of Colorado Springs. In the event that the condition precedent is not satisfied in accordance with the terms of this General Release, then this General Release is terminated and all terms and conditions of this General Release are null, void and unenforceable.

It is agreed that consideration for this General Release as set forth herein, shall be full and final payment for all claims released herein and all claims that might have been asserted in any state or federal judicial or administrative forum up to the date of execution of this General Release, including any claims for attorney fees and costs.

Voluntariness, Denial of Liability, Entire Agreement

11. **RELEASOR** has carefully read the above and foregoing General Release and knows and understands the contents thereof and has signed the same as her 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 she has been

advised of her right to consult additional professionals of her choice, including physicians, 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 whatsoever 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 General Release shall be forever binding and no rescission, modification, or release of **RELEASOR** from the terms of this General Release will be made for any mistake.

12. It is expressly understood and agreed that the acceptance of the above-mentioned consideration is in full accord and satisfaction of a disputed claim and that payment of said sum is not to be construed in any way as an admission of liability on the part of **RELEASEES**, but, on the contrary, **RELEASEES** specifically deny any wrongdoing, misconduct, or liability on account of said Incident or any matters related or incidental hereto, or otherwise. 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 General Release are contractual and not mere recitals.

13. This General Release is not intended to be an admission of any fact or issue alleged by any party relating to the Incident or the Claims in the Civil Action and, with the exception of a claim related to breach or enforcement of this agreement, this General Release is not intended to be evidence in any other matter.

14. **RELEASOR** certifies that she has fully read and understand the foregoing General Release and hereby affixes her signature this 28th day of September, 2022, as her own free and voluntary act.

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the 28 day of September, 2022 at
(Date) (Month) (Year)

Denver, CO
(City or other location, and state or country)

Tara Hadam
(Print Name)

Tara Hadam
(Signature)

I, Adam Frank, as attorney for Tara Hadam, have reviewed the above General Release with my client and have fully explained each and every term, condition, limitation, and obligation set forth herein to her and believe that she is competent and understands the same, and I further signify my approval of the within General Release by my signature below.

FRANK LAW OFFICE

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Attorney for Plaintiff