

## GENERAL RELEASE AND SETTLEMENT STATEMENT

### I. RECITALS

1. EAN C. MEADOWS, and any and all of his heirs, personal representatives, executors, administrators, attorneys, successors, and assigns are hereinafter collectively referred to as "**RELEASOR**."

2. 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**."

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

4. On or about February 9, 2022, **RELEASOR** filed a civil action in the United States District Court for the District of Colorado against Frederick Sunderlin and Michael Snuggs at civil action number 22-cv-00379-MDB ("the Civil Action"). The Civil Action arose out of allegations that **RELEASOR** made from a contact with the Defendants on February 10, 2020.

5. With the entry of this General Release and Settlement Statement ("General Release"), **RELEASOR** has stipulated to the dismissal with prejudice of the Civil Action against Frederick Sunderlin and Michael Snuggs.

6. **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 or the Civil Action 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 Civil Action whether remaining or dismissed and all other actual or potential claims or disputes among the Parties shall be referred to hereafter collectively as the "Claims."

7. 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 do 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 the Civil Action, 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** understands and agrees that this General Release 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 Civil Action.

3. **RELEASOR** represents and warrants that, other than that which is set forth in the Recitals to this General Release, 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 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, he was a Medicaid recipient; and (2) he has received Medicaid benefits for his alleged damages. **RELEASOR** further certifies his 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. Except for a Medicaid lien as identified in paragraph 4 of this General Release, **RELEASOR** hereby declares and represents that no other person, firm, or corporation has received any assignment, subrogation, lien, including but not limited to 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 he 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 him 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.

7. **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 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, **RELEASOR** has authorized Defendants' attorney to include his electronic signature and electronically file a stipulated motion to dismiss, with prejudice, the Civil Action, with the Parties each to pay their own costs and fees.

#### Consideration

9. **RELEASOR** agrees to settle this matter for the amount of \$10,383.84 to be distributed as follows. It is agreed that **RELEASEES** will tender a check in the amount of \$383.84 payable to the Colorado Department of Health Care Policy and Financing for re-payment of medical expenses which arose out of the contact with Defendants on February 10, 2020. It is further agreed that **RELEASEES** will tender an additional check in the amount of \$10,000.00 payable to **RELEASOR** and delivered via Federal Express to the following address:

Elicia Meadows, 725 Harvest Field Way, Fountain, CO 80817

**RELEASOR** is currently incarcerated with the Colorado Department of Corrections and agrees that delivery of the check to the location listed above is in full compliance with the agreement and agrees to hold **RELEASEES** harmless for any actions of third parties after delivery.

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.

#### Confidentiality

10. **RELEASOR** agrees that he will not disclose, disseminate, or publicize the terms of this Agreement to any person, corporation, association, government agency, or other entity, other than his attorneys and/or tax advisors, Medicare, Medicaid, and subrogated parties, if any. **RELEASOR** recognizes and agrees that this confidentiality provision was a significant inducement for **RELEASEES** to enter into this General Release. **RELEASOR** further agrees not to disparage **RELEASEES** in any manner, whatsoever, to the extent allowable by law. Any violation of this section shall be considered a material breach of this General Release, and the **RELEASOR** will be subject to repayment to **RELEASEES** of the consideration set forth herein without reinstatement of the claims.

#### Voluntariness, Denial of Liability, Entire Agreement

12. **RELEASOR** has carefully read the above and foregoing General Release and knows and understands 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 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.

13. 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.

14. 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



