

FULL AND FINAL RELEASE AGREEMENT

This Full and Final Release Agreement ("Agreement") is made this 7th day of September, 2012, by **DEBBIE ULIBARRI, THE ESTATE OF SHAWN VIGIL, THE COLORADO CROSS-DISABILITY COALITION, THE COLORADO ASSOCIATION OF THE DEAF, ROGER KREBS, AND SARAH BURKE** ("Plaintiffs") and the **CITY AND COUNTY OF DENVER** and **ALVIN LACABE, WILLIAM LOVINGIER, RON D. FOOS, GARY WILSON, AND GERALD R. WHITMAN, ALL IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES** ("Defendants").

WHEREAS, Plaintiffs and Defendants are parties in a civil action filed in the United States District Court for the District of Colorado under Civil Action No. 07-cv-01814-ODS.

WHEREAS, Plaintiffs desires to settle their claims against Defendants asserted in the referenced civil action, and to enter into various agreements related to said civil action and the claims giving rise thereto, and all claims related to the incidents giving rise to this lawsuit, in accordance with the provisions and upon the terms and conditions hereafter set forth.

IN CONSIDERATION of the City and County of Denver and all originally named Defendants in this case, waiving and releasing any and all claims it or they may have against any of the Plaintiffs, individually or collectively, and payment of the sum of Six Hundred and Ninety Five Thousand Dollars (\$695,000) by the City and County of Denver payable to the law firm of King & Greisen, LLP for the following: 1) compensation for the attorney's fees and costs in the above matter; 2) the physical injury (i.e. death) of Shawn Vigil; 3) the emotional distress damages for Roger Krebs, and 4) the emotional distress damages of Sarah Burke, and; in consideration of the agreement by the parties that the court will vacate its order and opinion Dismissing Colorado Cross Disability Coalition and Colorado Association of the Deaf for Lack of Standing (ECF#426), and conditioned on such vacatur, Plaintiffs Debbie Ulibarri, individually and as the representative of The Estate of Shawn Vigil, Roger Krebs, Sarah Burke, the Colorado Cross-Disability Coalition, and the Colorado Association of the Deaf agree as follows:

1. Plaintiffs hereby release, acquit, and forever discharge Defendants, all other related persons and entities, both past and present, including but not limited to the City and County of Denver's departments, divisions, insurers, principals, attorneys, agents, employees, employers, successors, servants, elected officials, officers, and directors, of and from any and all liabilities, claims, insurance reimbursement or subrogation claims, demands, rights, controversies, agreements, damages, actions, causes of action, expenses, attorney's fees, interest, compensation, judgment and any and all consequential and punitive damages, of whatsoever kind and nature, either in law or in equity, which might exist with regard to all claims related to or giving rise to **Civil Action No. 07-cv-01814-ODS** including, but not limited to, all claims arising out of the arrest and incarceration of Shawn Vigil from August 17, 2005 to September 27, 2005; the arrest and incarceration of Sarah Burke on August 29 and 30, 2007; and the arrest, incarceration and court hearing of Roger Krebs on March 29 and 30, 2007.

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2. Plaintiffs hereby acknowledge that the settlement referenced herein is conditioned upon approval of the Denver City Council and Mayor. In the event that the Denver City Council and Mayor fail to approve or fund the payment of the monetary consideration set forth herein, or 30 days has elapsed since the signing of this Agreement by the Plaintiffs and the Denver City Council and the Mayor have not determined whether they will approve this Agreement, then the Agreement becomes null and void, and the parties agree that the above action will proceed.

3. Plaintiffs acknowledge and agree that this Agreement, and the terms thereof, shall be binding on their agents, attorneys, servants, employers, employees, principals, heirs, executors, administrators, insurers, successors, assigns, subrogees, and any and all other persons or entities which have or may have any claim on behalf of themselves or be entitled to share in any settlement thereof.

4. It is understood and agreed that the payment of said sum is in full settlement of and is a compromise of Plaintiffs' disputed claims; that payment made under this Agreement is not to be construed as an admission of liability on the part of the persons and entities hereby released; and that any liability by said persons and entities is hereby expressly denied.

5. Plaintiffs agree that the settlement payment of Six Hundred and Ninety Five Thousand Dollars (\$695,000) will be distributed among all plaintiffs and all law firms in this action according to their agreement.

6. Plaintiffs acknowledge that a portion of the consideration given for this Agreement is being given for the full and final release of any and all unknown losses, claims, injuries, costs, expenses, and damages which either may have occurred in the past and are not yet known, or which may occur in the future and are not presently known with respect to this incident. Plaintiffs agree to voluntarily and knowingly assume the risk of any mistake of fact, either mutual or unilateral, with respect to said losses, claims, injuries, costs, expenses, and damages, and shall not, under any circumstances, seek to present further claims, or on behalf of their agents, attorneys, servants, employers, employees, heirs, executors, administrators, insurers, successors, assigns and subrogees as against the persons and entities herein released.

7. Plaintiffs represent that any and all subrogated interests or liens related to **Civil Action Number 07-cv-01814-ODS** or this incident have been resolved or will be resolved upon receipt of payment as set forth above or that there are no outstanding subrogated interests or liens related to this claim. It is understood and agreed that this Agreement is intended to forever discharge any and all subrogated interests or liens related to this claim. This includes, but is not limited to, any interests or liens on behalf of any insurance companies, workers' compensation providers, employers, medical providers and treatment providers for property damage or personal injury on behalf of the Plaintiffs or related to this incident. Plaintiffs agree to defend, indemnify and hold Defendants harmless from any and all claims, actions, and liability whatsoever, including any attorney's fees or costs incurred by Defendants, which might arise from any unpaid or unsatisfied subrogated interest or lien. Plaintiffs acknowledge and agree to indemnify, defend, and hold Defendants harmless as provided in this paragraph of this

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Agreement, in the event any other provision of this Agreement is deemed unenforceable and invalid for any reason, as it is Plaintiffs' express intent and understanding that this provision of this Agreement be viewed as a separately bargained for and independent provision.

8. Plaintiffs further covenant and agree that they will not bring any action at law, proceeding in equity, administrative proceeding, or otherwise, nor prosecute or sue the Released Parties or its employees by way of complaint, counterclaim, or by any other manner at all, relating to the facts and claims which were or could have been asserted in this lawsuit.

9. Plaintiffs hereby assume responsibility for any and all tax consequences associated with the settlement referenced herein. Plaintiffs and/or any designated payees agree to complete all necessary documents, including, but not limited to, a W-9 form in order to fully execute this Agreement.

10. This Agreement is further intended to and does release, acquit, and forever discharge any and all claims for attorney's fees or other expenses which might exist with regard to the claim.

11. It is further understood and agreed that no promise, inducement, or agreement not herein expressed have been made to Plaintiffs; that this Agreement contains the entire terms of the agreement between the parties to settle the herein described dispute; 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.

12. Upon payment of the settlement proceeds, Plaintiffs agree to properly execute and file a Stipulation for Dismissal with Prejudice pertaining to this lawsuit. As a term of the Stipulation for Dismissal with Prejudice and of this Agreement, each party agrees to pay their own costs and attorney's fees, except as otherwise provided herein.

13. Plaintiffs further declare that they have fully and carefully read this Agreement, have consulted legal counsel of their own choice, that Roger Krebs and Sarah Burke have had a full opportunity to have this agreement interpreted for them by a sign language interpreter, and understand the contents thereof, and sign the same as their own free act.

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(initials)

Debbie Ulibarri
Debbie Ulibarri individually and as the
personal representative of the Estate of Shawn Vigil

Roger Krebs

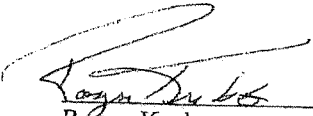
Sarah Burke

Colorado Association of the Deaf

Colorado Cross-Disability Coalition

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Roger Krebs

Sept. 7th 2012

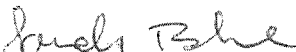
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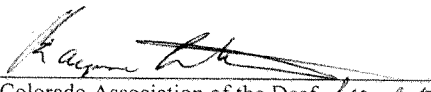
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Colorado Association of the Deaf *President*

Colorado Cross-Disability Coalition

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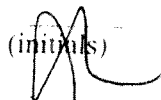
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(initials)

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APPROVED AS TO FORM AND CONTENT:

By: *Dana L. Menz*
King & Greisen, LLP

By: _____
Fox & Robertson, PC

By: _____
The Center for Rights of Parents with Disabilities

Attorneys for Plaintiffs

DENVER CITY ATTORNEY'S OFFICE

By: *Suzanne A. Fasing*
Suzanne A. Fasing
Assistant City Attorney
Attorneys for Defendants

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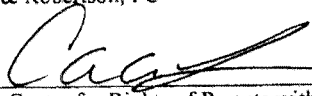
DENVER CITY ATTORNEY'S OFFICE

By: Suzanne A. Fasing
Suzanne A. Fasing
Assistant City Attorney
Attorneys for Defendants

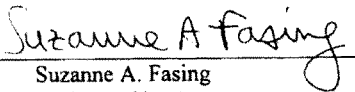
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The Center for Rights of Parents with Disabilities
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DENVER CITY ATTORNEY'S OFFICE

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Suzanne A. Fasing
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