

## FULL AND FINAL RELEASE AGREEMENT

This Full and Final Release Agreement ("Agreement") is made this 23<sup>rd</sup> day of February, 2013, by **JUNE SMITH** ("Plaintiff") and **THE CITY AND COUNTY OF DENVER** and **OFFICER DANIEL MARSH, in his official capacity**. (the "Released Parties").

**WHEREAS**, Plaintiff and Officer Daniel Marsh are parties in a civil action filed in the Denver District Court under Civil Action No. 2012 CV 4083.

**WHEREAS**, Plaintiff desires to settle her claims against the Released Parties that were asserted or could have been asserted in the referenced civil action, in accordance with the provisions and upon the terms and conditions hereafter set forth.

**IN CONSIDERATION** of payment to **JUNE SMITH** and **VIORST LAW OFFICES, P.C.** by the City and County of Denver in the sum of **Seventeen Thousand and 00/100 Dollars (\$17,000.00)**, Plaintiff agrees as follows:

1. Plaintiff hereby releases, acquits, and forever discharges the Released Parties, all other related persons and entities, both past and present, including but not limited to their 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, costs, 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. 2012 CV 4083** including, but not limited to, all claims arising out of an auto accident which occurred on September 17, 2011, at or near the intersection of East Green Valley Ranch Blvd. and North Joplin St. in Denver, Colorado.

2. Plaintiff hereby acknowledges 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, this Agreement becomes null and void.

3. Plaintiff acknowledges and agrees that this Agreement, and the terms thereof, shall be binding on her agents, attorneys, servants, employees, principals, heirs, executors, administrators, insurers, and successors,

4. It is understood and agreed that the payment of said sum is in full settlement of and is a compromise of Plaintiff's 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. Plaintiff acknowledges 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. Plaintiff agrees 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 her agents, attorneys, servants, employers, employees, heirs, executors, administrators, insurers, successors, assigns and subrogees as against the persons and entities herein released.

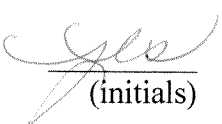
6. Plaintiff hereby assumes responsibility for any and all tax consequences associated with the settlement referenced herein. Plaintiff and/or any designated payees agree to complete all necessary documents, including, but not limited to, a W-9 form in order to fully execute this Agreement.

7. It is further understood and agreed that no promise, inducement, or agreement not herein expressed have been made to Plaintiff; 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.

8. Contemporaneously with the execution of this Agreement, and as part consideration thereof, Plaintiff agrees to properly execute 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. The Stipulation for Dismissal with Prejudice shall not be filed in District Court until after the City Council and Mayor have approved the settlement.

9. Plaintiff further declares that she has fully and carefully read this Agreement, has consulted legal counsel of her own choice, understands the contents thereof, and signs the same as her own free act.

10. Plaintiff will pay all of her medical bills. Plaintiff's counsel shall retain the full amount of any known medical lien in his trust account. Payment to medical providers shall be made directly from the trust account to the medical providers in full satisfaction of the medical bills before further release of the reserved funds.

  
(initials)

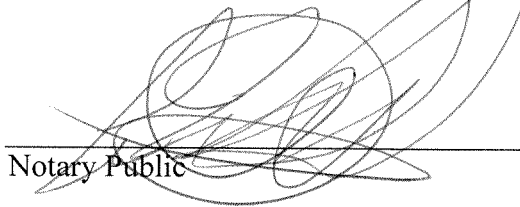
  
**JUNE SMITH**

481-70-2898  
Social Security No.

STATE OF Colorado )  
) ss.  
COUNTY OF Arapahoe )

SUBSCRIBED AND SWORN to this 23 day of February, 2013, by **JUNE SMITH**, as being true and correct to the best of his knowledge, information and belief.

**Andrey Novakovsky**  
[SEAL] **Notary Public**  
**State Of Colorado**

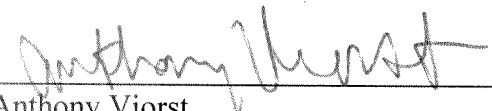
  
Notary Public

**My Commission Expires 10/26/2013**

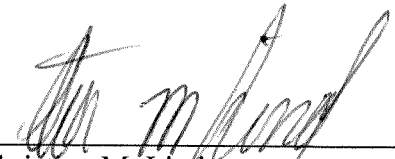
My Commission expires: 10/26/2013

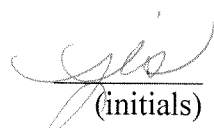
**APPROVED AS TO FORM AND  
CONTENT:**

VIORST LAW OFFICES, P.C.

BY:   
Anthony Viorst  
950 South Cherry Street  
Suite 300  
Denver CO 80246

DENVER CITY ATTORNEY'S OFFICE

BY:   
Christian M. Lind  
Assistant City Attorney

  
(initials)