

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release and Settlement Agreement ("Agreement") is made this 14 day of 9, 2012, **ERICK FENNUKU, AND FINANCIAL CLAIMS INCORPORATED (FCI) FOR AMERICAN FAMILY INSURANCE (AMFAM) AS SUBROGEE OF MANDY MANU & ERICK FENNUKU** ("Claimants") and the CITY AND COUNTY OF DENVER ("Denver").

WHEREAS, Claimants desire to settle their claims against Denver asserted in claim number **1004-002689 ("Claim")**, including, but not limited to, all claims arising out of an incident which occurred on or about **MARCH 23, 2010**, at or near **TOWER ROAD AND PENA BOULEVARD, DENVER, COLORADO** and the claims giving rise thereto, in accordance with the provisions and upon the terms and conditions hereafter set forth.

IN CONSIDERATION of the payment to **ERICK FENNUKU AND THE SAWAYA LAW FIRM** by Denver in the sum of **THREE THOUSAND THIRTEEN DOLLARS (\$3,013.00)** and

IN CONSIDERATION of the payment to **FINANCIAL CLAIMS INCORPORATED AS SUBROGEE FOR AMERICAN FAMILY INSURANCE AS SUBROGEE OF MANDY MANU & ERICK FENNUKU** by Denver in the sum of **FIVE THOUSAND THIRTY DOLLARS (\$5,030.00)** Claimants agree as follows:

1. Claimants hereby release, acquit, and forever discharge Denver, all other related persons and entities, both past and present, including but not limited to 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, 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 the incident giving rise to this Claim.

2. Claimants 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, this Agreement becomes null and void.

3. Claimants 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 sums is in full settlement of and is a compromise of Claimants' disputed claims; that payment made under this Agreement is

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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. Claimants 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. Claimants 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 themselves, 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.

6. Claimants represent that any and all subrogated interests or liens in any way related to the above-referenced Notice of Claim have been resolved or will be resolved upon receipt of the payments as set forth above and that there are no additional outstanding subrogated interests or liens related to the above-referenced Notice of Claim. It is understood and agreed that this Agreement is intended to forever discharge any and all subrogated interests or liens which are or may be in any way related to the above-referenced Notice of Claim. Claimants agree to defend, indemnify and hold Denver harmless from any and all claims, actions, and liability whatsoever, including any attorney's fees or costs incurred by Denver, which might arise from or is in any way related to any unpaid or unsatisfied subrogated interest or lien regarding the incident described in the above-referenced Notice of Claim. Claimants acknowledge and agree to indemnify, defend, and hold Denver harmless as provided in this paragraph of this Agreement, in the event any other provision of this Agreement is deemed unenforceable and invalid for any reason, as it is Claimants' express intent and understanding that this provision of this Agreement be viewed as a separately bargained for and independent provision.

7. Claimants further covenant and agree that they will not bring any action at law, proceeding in equity, administrative proceeding, or otherwise, nor prosecute or sue Denver 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 claim.

8. Claimants hereby assume responsibility for any and all tax consequences associated with the settlement referenced herein. Claimants 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.

9. It is further understood and agreed that no promise, inducement, or agreement not herein expressed has been made to Claimants; 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.

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10. Claimants declare that it has fully and carefully read this Agreement, has consulted legal counsel of its own choice, if applicable, understand the contents thereof, and sign the same as its own free act.

By: Bryan Nunes - Finance Claims Inc.

**A DULY AUTHORIZED REPRESENTATIVE
OF AMERICAN FAMILY INSURANCE
COMPANY AS SUBROGEE OF MANDY
MANU & ERICK FENNUKU
9510 MERIDIAN BOULEVARD,
ENGLEWOOD, CO 80112
(AMFAM Claim No. 161-832115-1925)**

BRYAN NUNES
(Print name)

91-157-6662
Taxpayer ID No for AMFAM & FCI
(W-9's attached)

STATE OF WA)
) ss.

County of King)

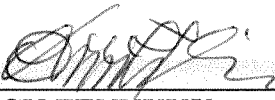
SUBSCRIBED AND SWORN to this 14 day of March, 2012, by
**A DULY AUTHORIZED REPRESENTATIVE OF AMERICAN FAMILY INSURANCE
AS SUBROGEE OF MANDY MANU & ERICK FENNUKU**, as being true and correct to the
best of his/her knowledge, information and belief.

Bryan Nunes
Notary Public

My Commission expires: 1-29-14



Bryan Nunes
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(Initials)

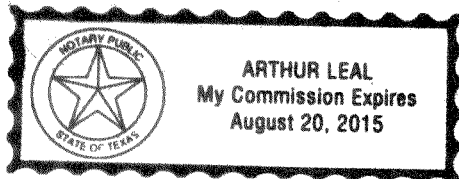
By: 
ERICK FENNUKU
4801 Oakwood Drive, #1705
Odessa, TX 79761

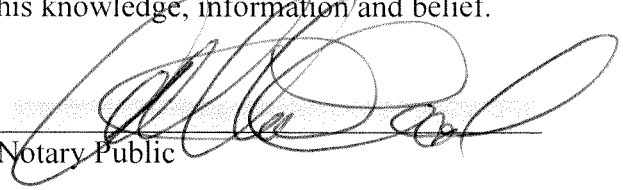
046-13-4775
Social Security No. (W-9 attached)

STATE OF TEXAS)
) ss.

County of ECTOR)

SUBSCRIBED AND SWORN to this 14 day of SEPTEMBER, 2012, by **ERICK FENNUKU**, as being true and correct to the best of his knowledge, information and belief.




Notary Public

My Commission expires: 8/20/15

APPROVED AS TO FORM:


MATTHEW SHOWS, ESQ
THE SAWAYA LAW FIRM
1600 OGDEN STREET
DENVER, CO 80218

Tax ID No. 84-0834621
(W-9 attached)