

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release Agreement (“Agreement”) is made and entered into by and among **AMY NGUYEN** (“Plaintiff”), and the **CITY AND COUNTY OF BROOMFIELD** (“the City”).

WHEREAS, Plaintiff and the City are parties in a civil action filed in the United States District Court for the District of Colorado, *Amy Nguyen v. City and County of Broomfield, et al.*, Civil Action No. 19-cv-03466-KLM (“civil action”). The case or controversy giving rise to this Agreement arises out of a police encounter that occurred on December 10, 2017, and is referred to herein as the “Incident.”

WHEREAS, Plaintiff and the City desire to settle the civil action, and to enter into various agreements related to the civil action and the claims giving rise thereto and all claims against the City related to the incident, in accordance with the provisions and upon the terms and conditions hereafter set forth.

IN CONSIDERATION of settlement, the parties agree to:

- Payment by the City of **\$140,000**, to Highlands Law Firm in trust for Amy Nguyen, on behalf of Plaintiff, within 30 days of the full execution of this Agreement.

Plaintiff further agrees as follows:

1. Plaintiff hereby releases, acquits, and forever discharges the City, and any and all other related persons and entities, both past and present, including current and former departments, divisions, insurers, principals, attorneys, agents, employees (including but not limited to Nicholas Weiman and Richard Norton), employers, contractors, successors, servants, elected officials, officers, and directors (collectively the “Released Parties”), of and from any and all liabilities, claims, insurance reimbursement or subrogation claims, demands, rights, controversies, agreements, damages, actions, causes of action, expenses, attorney 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 the civil action, including but not limited to any interactions Plaintiff may have had with the City, or any of its employees, occurring on or before December 10, 2017.

2. Plaintiff acknowledges and agrees that this Agreement and the terms thereof shall be binding on her agents, attorneys, servants, employers, employees, principals, heirs, executors, administrators, insurers, successors, assigns, subrogees, lienholders (to include Medicaid, Medicare, and any other medical lienholder) and all other persons or entities which have or may have any claim on behalf of herself or be entitled to share in any judgment or settlement thereof.

3. It is understood and agreed that all payment and consideration made in this Agreement is in full settlement of and is a compromise of Plaintiff's disputed claims and are not to be construed as an admission of liability on the part of the entities and persons hereby released; and that any and all liability is hereby expressly denied.

4. 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 the incidents alleged in the civil action. 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, either directly or on behalf of her agents, attorneys, servants, employers, employees, heirs, executors, administrators, insurers, successors, assigns and subrogees, and lienholders (including Medicaid, Medicare, and any other medical lienholder) as against the persons and entities herein released.

5. Plaintiff will take all steps necessary to dismiss, with prejudice, the subject civil action, Civil Action No. 19-cv-03466-KLM. Specifically, Plaintiff will dismiss, with prejudice, all claims asserted against the individual Defendants upon agreement by counsel as to the form of this Agreement, each party to pay their own costs and attorneys' fees, pursuant to a Stipulated Motion to Dismiss prepared by legal counsel for the Defendants. Thereafter, upon payment being tendered to counsel for Plaintiff as outlined above, Plaintiff will dismiss, with prejudice, all claims asserted against the City, each party to pay their own costs and attorney fees, pursuant to a Stipulated Motion to Dismiss prepared by legal counsel for the City.

6. Plaintiff understands and agrees that she is solely responsible for the payment of any and all of its medical/healthcare providers and/or any other entity that may be entitled to share in any settlement proceeds contemplated by the Agreement, including any and all liens (to include, without limitation, Medicaid, Medicare, and any other medical lienholder), subrogated interests or assignments for same, as well as any expenses incurred subsequent to this Agreement in connection therewith. Plaintiff's attorneys shall facilitate the satisfaction of any such payment owed.

7. Plaintiff agrees to indemnify the City against all claims asserted by any third-party to include, without limitation, Medicaid, Medicare, any medical/healthcare providers and/or insurers, and/or any other similar entity, which are in any way connected with the underlying incident. Plaintiff further agrees to indemnify the City against any claims brought by third parties seeking contribution, indemnification, reimbursement, subrogation, or payment for any claim, lien or judgment recovered or asserted which is/are in any way related to the underlying incident.

8. Plaintiff and her attorney agree to provide the City with notice of satisfaction of any lien within 21 days of the satisfaction of any such lien. If applicable, Plaintiff and her attorney agree to provide the City with the official documentation from Medicaid, Medicare, or any other medical lienholder, confirming that such lien(s) have been satisfied.

9. The parties to this Agreement agree to cooperate in the event Medicare, Medicaid, and/or any other government or private party lien claimant requires any other additional information, and/or in the event an action is commenced for reimbursement stemming from matters related to this Agreement, and shall further agree to do all acts necessary, convenient, or desirable, in the reasonable opinion of the parties to this Agreement to effectuate the provisions of this Agreement.

10. Plaintiff further covenants and agrees that she will not bring any action at law, proceeding in equity, administrative proceeding, or otherwise, nor prosecute or sue the Released Parties by way of complaint, counterclaim, or by any other manner at all, relating to the facts and claims which were asserted in this lawsuit.

11. By executing this Agreement, Plaintiff certifies that she has not relied upon any representations, express or implied, made by the Released Parties or any of their representatives, as to the tax consequences of this Agreement and that Plaintiff releases same from all liability in connection with any such tax consequences.

12. Plaintiff agrees to indemnify and hold the Released Parties harmless from any claims, demands, liens, and/or lawsuits by the Internal Revenue Service, any other governmental agency, or any other creditor which may arise out Plaintiff's failure to pay taxes owed by her, if any.

13. This Agreement is further intended to and does release, acquit, and forever discharge all claims for attorney's fees or other expenses which exist with respect to this case.

14. Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, and causes of action referred to in this Agreement, except as otherwise set forth herein; that she has the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it; and that it has not sold, assigned, transferred, subrogated, or otherwise disposed of any of the claims demands, obligations, or causes of action referred to in this Agreement. Plaintiff hereby agrees to fully indemnify and defend the Released Parties against any claims which might be brought by any person or entity asserting any such derivative right.

15. It is further understood and agreed that no promise, inducement, or agreement not herein expressed has 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.

16. Every provision of this Agreement is intended to be severable unless otherwise noted. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

17. The parties further declare that they have fully and carefully read this Agreement, have consulted legal counsel, understand the contents thereof, and sign the same as their own free act.

18. This Agreement may be executed in two or more counterparts and shall be fully effective when executed by Plaintiff and the City.

19. An electronically stored executed copy of this Agreement has the same force and effect as the original.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

I HAVE REVIEWED THE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AS STATED IN FULL ABOVE.



Amy Nguyen

I DECLARE UNDER PENALTY OF PERJURY THAT THE SIGNATURE OF AMY NGUYEN, ABOVE, WAS IN FACT PROVIDED BY AMY NGUYEN, THE PLAINTIFF IN THIS MATTER.



Witness
Zachary Warren

Jennifer Hoffman

Jennifer Hoffman
Representative of the City

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

SUBSCRIBED AND SWORN to before me this 2ND day of September, 2021, by Jennifer Hoffman.

My Commission expires: 02/25/2022

Kelli Cole

Notary Public

[SEAL]

KELLI COLE NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144008940 My Commission Expires Feb. 25, 2022

APPROVED AS TO FORM:

Zach Warren
Highlands Law Firm LLC
501 S. Cherry St., 11th Floor
Denver, Colorado 80246
Attorney for Plaintiff

Eric M. Ziporin
SGR, LLC
3900 East Mexico Avenue, Suite 700
Denver, Colorado 80210
Attorney for the City

Certificate Of Completion

Envelope Id: 7A2F96ACAF174E698AD5F0634536DD4A

Status: Completed

Subject: Please DocuSign: Full and Final Settlement Agreement Release (01943586x9EB48).pdf

Source Envelope:

Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

City and County of Broomfield Managers Office

AutoNav: Enabled

1 DesCombes Dr

Envelopeld Stamping: Enabled

Broomfield, CO 80020

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

cmoadminteam@broomfield.org

IP Address: 208.184.21.6

Record Tracking

Status: Original

Holder: City and County of Broomfield Managers

Location: DocuSign

9/2/2021 3:29:44 PM

Office

cmoadminteam@broomfield.org

Signer Events

Signature

Timestamp

Jennifer Hoffman



Sent: 9/2/2021 3:30:44 PM

jhoffman@broomfield.org

Viewed: 9/2/2021 3:35:14 PM

City and County Manager

Signed: 9/2/2021 3:35:26 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 98.43.76.229

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/2/2021 3:35:14 PM

ID: cc192c54-7b78-400f-996c-f933ab5c725d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/2/2021 3:30:44 PM

Certified Delivered

Security Checked

9/2/2021 3:35:14 PM

Signing Complete

Security Checked

9/2/2021 3:35:26 PM

Completed

Security Checked

9/2/2021 3:35:26 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City and County of Broomfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City and County of Broomfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise City and County of Broomfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at info@broomfield.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City and County of Broomfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to info@broomfield.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City and County of Broomfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to it-devops@broomfield.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City and County of Broomfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City and County of Broomfield during the course of your relationship with City and County of Broomfield.