

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release and Settlement Agreement ("Agreement") is made this _____ day of August, 2019, by Susan Greene ("Plaintiff"), and the City and County of Denver.

WHEREAS, on July 5, 2018, Denver police officers handcuffed and detained Colorado Independent reporter Susan Greene while she was electronically recording Denver police officers' interaction with a naked man in crisis on a sidewalk adjacent to East Colfax Avenue ("Claim").

WHEREAS, Plaintiff desires to settle her Claim against the City and County of Denver and its officials and employees without proceeding with a lawsuit, and to enter into various agreements related to said Claim, in accordance with the provisions and upon the terms and conditions hereafter set forth.

IN CONSIDERATION of payment of the total sum of Fifty Thousand Dollars (\$50,000.00) made payable to Susan Greene by the City and County of Denver, the parties agree as follows:

1. Plaintiff hereby releases, acquits, and forever discharges the City and County of Denver, and any all other related persons and entities, both past and present, including but not limited to all departments, divisions, principals, attorneys, agents, employees, employers, successors, servants, elected officials, officers, and directors (the "Released Parties"), of and from any and all liabilities, claims, demands, rights, controversies, agreements, damages, actions, causes of actions, 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 or might be in any way related to or giving rise to the above-referenced Claim, including, but not limited to, any and all claims arising out of the incident involving the handcuffing and detention of Susan Greene on July 5, 2018.

2. Plaintiff hereby acknowledges and understands that the settlement referenced herein is conditioned upon approval by the Denver City Council. In the event that the Denver City Council fails to approve or fund the payment of the monetary consideration set forth herein, this Agreement becomes null and void.

3. Plaintiff further understands and agrees that if the Denver City Council votes to approve the monetary terms of this agreement, as part of the full and final resolution of

her Claim and as a binding term of this Agreement, the City and County of Denver and the Denver Police Department (“DPD”) have agreed to comply with the following non-monetary settlement terms:

a. The DPD shall implement the edits to its current Bias-Free Policing Policy attached hereto as **Exhibit 1**. Plaintiff understands and agrees that to the extent that changes in the law requires modifications and/or changes to be made to **Exhibit 1**, that it is not a breach of this Agreement for DPD to make such modifications or changes;

1

b. The DPD shall implement the revised version of its current Search and Seizure of Electronic Recording Devices policy attached hereto as **Exhibit 2**. Plaintiff understands and agrees that to the extent that the law requires modifications to be made to **Exhibit 2**, that it is not a breach of this Agreement for DPD to make such modifications or changes;

c. The DPD will retain Mickey Osterreicher, General Counsel for the National Press Photographers Association, to provide general First Amendment training related to the right to photograph and record in public for all officers and command staff in 2020. Such training shall be recorded and officers and command staff shall be required to review the recorded training on an annual basis through 2024, unless a change in the law requires modifications to be made to such training. If a change in the training is required due to a change in the law, the DPD agrees to consult with Mr. Osterreicher before updating its training. Plaintiff understands and agrees that Mr. Osterreicher will provide his training outline to DPD command staff prior to conducting the training and that DPD reserves the right to request that Mr. Osterreicher limit his training to the topic described above in this paragraph;

d. The DPD will retain Lynne Sprague, Director of Advocacy and Co-Executive Director of Survivors Organizing for Liberation, to work with The Center on Colfax, to provide sensitivity training to its officers and command staff in 2020, which shall address topics including race, sex,

sexual orientation, disability, and gender identity. DPD shall record the training and officers and command staff will be required to view the training on an annual basis through 2024;

4. Plaintiff and the City and County of Denver, acknowledge and agree that this Agreement, and the terms thereof, shall be binding on the City and County of Denver's 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.

5. Plaintiff hereby assumes responsibility for any and all tax consequences associated with her receipt of the settlement funds referenced herein. Plaintiff and her attorneys agree to complete all necessary documents, including but not limited to W-9 forms, in order to fully execute this Agreement. The settlement payments provided herein are on account of alleged physical personal injury within the meaning of I.R.C. Section 104(a)(2).

6. Plaintiff understands and agrees that the payment of the above-referenced sum is in full settlement of and is a compromise of Plaintiff's disputed claims against the Released Parties related to the handcuffing and detention of Plaintiff on July 5, 2018; 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.

2

7. 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 their Claim or which could have been raised as part of her Claim or as part of a subsequently filed lawsuit. 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 on behalf of themselves, 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.

8. As a term and condition of this settlement, Plaintiff expressly represents that any and all subrogated interests or liens related to the above-referenced Claim, if any, have been resolved or will be resolved upon receipt of payment as set forth above. It is understood and agreed that this Agreement is intended to forever discharge any and all subrogated interests or liens related to this claim. Plaintiff agrees to defend, indemnify and hold the City and County of Denver (including all released parties) harmless from any and all claims, actions, and liability whatsoever, which might arise from any unpaid or unsatisfied subrogated interest or lien. Plaintiff acknowledges and agrees to indemnify, defend, and hold the City and County of Denver (including all released parties) 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 Plaintiff's express intent and understanding that this provision of this Agreement be viewed as a separately bargained for and independent provision.

9. 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 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 their Claim against the Released Parties or in a subsequent lawsuit relating to the facts and allegations concerning the handcuffing and arrest of Plaintiff on July 5, 2018.

10. All parties understand and agree that this Agreement is further intended to and does release, acquit, and forever discharge any and all claims for attorney fees or other litigation expenses which might exist with regard to Plaintiff's Claims against the Released Parties.

11. 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 Claim; 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. Plaintiff declares that she has fully and carefully read this Agreement, that she has had the opportunity to consult legal counsel of her own choice concerning this Agreement, that she understands the contents thereof, and that she signs her name upon this Agreement of her own free act.

4 _____ Susan Greene

AS TO NON-MONETARY TERMS ON BEHALF OF THE DENVER POLICE
DEPARTMENT:

_____ Chief of Police Paul Pazen

APPROVED AS TO FORM AND CONTENT:

_____ Mari Newman Andy McNulty *Attorneys for Plaintiffs*
Wendy Shea *Attorney for the City and County of Denver*