

## **FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT**

### **1.0 Parties and Controversy.**

1.1 The Parties to this Settlement Agreement and Release (“this Agreement”) are as follows:

- A. Brady Mistic, Plaintiff and
- B. Board of County Commissioners of Clear Creek County, Defendant
- C. Plaintiff and Defendant are referred to in collective fashion as “the Parties.”

1.2 The case or controversy giving rise to this Agreement arises from Plaintiff’s incarceration in the Clear Creek County Jail from September 17, 2019 to January 16, 2020 (the “Incident”) which is the subject matter of a civil action pending in the United States District Court for the District of Colorado, Civil Action No. 1:21-cv-02545-DDD-STV (the “Civil Action”).

### **2.0 Release.**

2.1 The Parties possess the express purpose and intent that this Agreement and release shall constitute a full and final settlement of all elements of all aspects of all matters pertaining to the Incident and to each and every actual and potential claim that arose out of the Incident, with prejudice, as well as to secure the complete and absolute release of any and all elements of the litigation that did or could arise from the Incident, on the bases of the terms and conditions set forth herein.

2.2 Plaintiff hereby releases, acquits, and forever discharges Defendant, its insurers, principals, attorneys, agents, successors, employees and servants, (collectively, “Releasees”) of and from any and all liabilities, claims, demands, rights, controversies, agreements, damages, actions, causes of action, expenses, costs, attorney’s fees, interest, compensation, judgments, and any and all consequential and punitive damages, of whatsoever kind or nature, either in law or equity, including but not limited to whether under state or federal law, the United States or Colorado constitutions, 42 U.S.C. §§ 1983 or 1988, the Americans with Disabilities Act and all claims for attorney’s fees and costs which exist or might exist with regard to any and all claims in any way related to or arising from the facts and circumstances alleged in the Civil Action, including all claims against Defendant and the other Releasees related to the Incident up through the present time.

2.3 Plaintiff hereby acknowledges and agrees that this Agreement, and the terms thereof, shall be binding on his agents, attorneys, principals, heirs, executors, administrators, insurers, successors, assigns, subrogees, subrogors, lienholders, and any and all other persons or entities which have or may have any claim on behalf of Plaintiff or on behalf of themselves related to or arising from the Civil Action or Incident, or which are or may be entitled to share in any settlement related to or arising from the Civil Action or Incident.

2.4 Plaintiff hereby 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 related to or arising from the Civil Action or the 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 themselves or on behalf of their agents, attorneys, heirs, executors, administrators, insurers, successors, assigns, subrogees, subrogors, and lienholders related to or arising from the Civil Action or the Incident as against the persons and entities herein released.

2.5 The Parties agree the consideration paid below includes compensation for Plaintiff's attorneys' fees and costs incurred in their claims against Defendant. Plaintiff warrants that he has not assigned his claims to any third party. Plaintiff agrees to release Defendant against any claims asserted by any third party, including, but not limited to Plaintiff's medical care providers and/or insurers, including Medicaid, Medicare, or any other governmental entity. Plaintiff agrees to release Defendant against any claims brought by third parties seeking contribution, indemnification, reimbursement, subrogation, or payment for any claim, lien or judgment recovered or asserted related to the allegations that were or could have been asserted against Plaintiff related to the Civil Action or the Incident.

2.6 Every provision of this Release is intended to be severable unless otherwise noted. In the event that 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.

2.7 It is understood and agreed that the payments set forth at Section 3.0 of this Agreement are in full settlement and compromise of Plaintiff's disputed claims against Defendant; that the payments made under this Agreement are 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 hereby is expressly denied.

### **3.0 Terms.**

In consideration of the releases set forth in Section 2.0 above, payment to Plaintiff shall be made as follows:

3.1 Cash payment, payable by draft, in the amount of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00) shall be made to the Civil Rights Litigation Group. Prior to delivery of any executed payments pursuant to this Agreement, all necessary and appropriate tax forms, executed as appropriate, shall be delivered to counsel for Defendant.

3.2 It is Plaintiff's understanding that the United States Department of Justice ("DOJ") will convey to Clear Creek County certain training and policy recommendations related to the incarceration of hearing impaired inmates in the Clear Creek County Jail. Defendant will work

cooperatively with the DOJ on the recommendations and potential implementation of same as practicable.

3.3 Plaintiff and Defendant agree that each shall bear their own attorneys' fees and costs associated with the Civil Action and Incident.

3.4 Upon full execution of this Agreement by the Parties, the Parties hereby agree to file a Joint Motion to Dismiss all claims against Defendant with prejudice.

3.5 Plaintiff warrants that no person, party or other entity not mentioned herein received any assignment, subrogation or other right of substitution to a claim or claims made or that could be made and asserted against Releasees. Plaintiff understands and agrees that, in the event any payment(s) is sought or becomes due as a result of any claim or lien from any doctor or other quasi-governmental agency, Medicare, Medicaid, attorney or firm, or other individual or entity who rendered any care to, paid for any care for, lent any money to, or represented Plaintiff at any time in relation to the Incident, Plaintiff, not Releasees, shall pay any amount determined to be due pursuant to any such claims or liens, and Plaintiff agrees and covenants to hold harmless Releasees, as well as Releasees' attorneys for any such amounts in every respect. Plaintiff hereby agrees to provide evidence to the Releasees of the payment of any and all such amounts and/or claims upon reasonable request.

3.6 Plaintiff shall satisfy any lien or claim that might exist as described herein out of the settlement proceeds. Releasees do not participate in any allocation of any settlement payment between Plaintiff and anyone else, including any attorney with a claim for fees and costs. Plaintiff shall be solely responsible for any reporting necessary to any court or government agency respecting to the payment described herein or any other aspect of claims asserted in connection with the Incident.

#### **4.0 Representation of Comprehension of Document.**

In entering into this Agreement, Plaintiff represents that the terms of this Agreement have been completely read and explained; and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff.

#### **5.0 Warranty of Capacity to Execute Release.**

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 Plaintiff has the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it; and Plaintiff has not sold, assigned, transferred, subrogated, liened 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 Releasees against any claims which might be asserted by any person or entity asserting any such derivative right. Plaintiff further warrants that he has authority and legal capacity to execute this document.

## **6.0 Tax Liability Clause.**

6.1 It is understood between the parties to this Agreement that Plaintiff has not relied upon any representations, express or implied, made by the Releasees or any of its representatives, as to the tax consequences of this Agreement and that Plaintiff releases the Releasees from any and all liability in connection with any such tax consequences.

6.2 Plaintiff agrees to indemnify and hold the Releasees 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 of the settlement payment of this Civil Action.

## **7.0 Governing Law and Forum.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

## **8.0 Entire Agreement and Successors In Interest.**

This Agreement contains the entire Agreement between Plaintiff and the Releasees with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

## **9.0 Counterparts/Facsimile Signatures.**

This Agreement may be executed in two or more counterparts and shall be fully effective when executed by all Parties. This Agreement may also be executed on multiple copies via facsimile and shall be effective as if all signatures were affixed to one copy.

## **10.0 Effectiveness.**

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

## **11.0 Cooperation of Parties.**

All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and that are not inconsistent with its terms.

## **12.0 Modification or Amendment.**

No provision of this Agreement shall be modified or amended except pursuant to a writing signed by each of the Parties executing this Agreement.

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**[SIGNATURE PAGE FOLLOWS]**

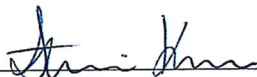


Brady Mystic

Date: April 11, 2023

Subscribed and sworn to before me in the County of Jefferson, State of Colorado,  
this 11 day of April, 2023.

WITNESS my hand and official seal.



Notary Public  
State of Colorado



**APPROVED AS TO FORM:**

*s/Raymond Bryant*

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