

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

1.0 Parties and Controversy.

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

- A. The Estate of Christian Glass, Simon Glass, and Sally Glass (collectively, “Claimants”);
- B. Rick Albers, Clear Creek County Sheriff and the Board of County Commissioners of the County of Clear Creek (collectively “Clear Creek”); and
- C. Claimants and Clear Creek are collectively referred to as the “Parties.”

1.2 This case or controversy stems from Christian Glass’ death on or about June 11, 2022 (the “Incident”)

1.3 The Parties voluntarily attended mediation on April 11, 2023 at the offices of Berg Hill Greenleaf Ruscitti LLP in Boulder, Colorado. As part of that settlement conference, the Parties executed a document titled “Material Term Sheet,” Attachment 1 to this Agreement, which, pursuant to C.R.S. § 13-22-308, memorialized the Parties’ agreement resolving their dispute related to the Incident without the need to submit to litigation. This Agreement supplements the Material Term Sheet, incorporates its terms, and supersedes that document.

1.4 By entering into this Agreement, Claimants acknowledge they are the appropriate parties, pursuant to C.R.S. § 13-21-201(c), to bring any and all claims arising from or in any way related to the death of Christian Glass and the Incident and that the purpose of this Agreement is to fully resolve any and all such claims.

2.0 Release.

2.1 Claimants hereby release, acquit, and forever discharge Clear Creek, its officials (whether elected, appointed or otherwise retained), employees, volunteers, law enforcement officers, and agents, as well as each of their respective heirs, both past and present, including, but not limited to, Andrew Buen, Tim Collins, Kyle Gould and all of their respective insurers, self-insurers, excess or umbrella insurers, reinsurers, successors and assigns (all of whom are collectively “Releasees”), of and from any and all liabilities, claims, demands, rights, controversies, agreements, damages, actions, causes of action, expenses, attorneys’ fees, costs, interest, compensation, judgments, and any and all consequential and punitive damages, of whatever kind or nature, either in law or equity, which exist or might exist, known or unknown with regard to any and all claims in any way directly or indirectly related to or arising from the facts and circumstances of the Incident.

2.2 Claimants hereby acknowledge and agree that this Agreement, and the terms thereof, shall be binding on their 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 Claimants, directly or indirectly related to or arising from the Incident, or which are or may be entitled to share in any settlement related to or arising from the Incident.

2.3 Claimants hereby 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 related to or arising from the 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, heirs, executors, administrators, insurers, successors, assigns, subrogees, subrogors, and lienholders related to or arising from the Incident as against the Releasees.

2.4 The Parties agree the consideration paid below consists of compensation for Claimants' attorneys' fees and costs incurred in its claims against Releasees. Claimants warrant that they have not assigned their claims to any third party. Claimants agree to indemnify and defend Releasees against any claims asserted by any third party, including, but not limited to medical care providers and/or insurers, including Medicaid, Medicare, or any other governmental entity related only to any claims specifically assigned by Simon Glass, Sally Glass, or the Estate of Christian Glass. Claimants agree to indemnify Clear Creek against any claims brought by third parties against any Releasee seeking contribution, indemnification, reimbursement, subrogation, or payment of any claim, lien or judgment recovered in any way related only to any claims specifically assigned by Simon Glass, Sally Glass, or the Estate of Christian Glass.

2.5 Every provision of this Agreement 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.

2.6 It is understood and agreed that the payment and consideration set forth in Section 3.1 of this Agreement is in full settlement and compromise of Claimants' disputed claims; that the payment and consideration made under this Agreement is not to be construed as an admission of liability on the part of any Releasee.

3.0 Terms.

3.1 In consideration of the releases set forth at Section 2.0 above, Clear Creek agrees to cause payment to be made, through its membership in Colorado Counties' self-insurance program, to Claimants as follows: The sum of Ten Million dollars (\$10,000,000.00) (the "Settlement Funds"), for settlement of the wrongful death claims for compensation directly

relating to “personal physical injuries or physical sickness” as described in Section 104(a)(2) of the Internal Revenue Code of 1986, as amended, which may be made in several checks, to the order of Sally and Simon Glass c/o Rathod Mohamedbhai LLC, within thirty-five (35) business days from the execution of this Agreement by all necessary parties, all payees to furnish Clear Creek counsel with typed signed W-9s when they approve this agreement.

3.2 In addition to the Settlement Funds, Clear Creek Sheriff Rick Albers will issue a public statement in a form and substance that is mutually agreed upon by the Parties. The Parties agree that any dispute between them regarding the substance or form of the statement shall be resolved by Mediator Stephanie Chow. Sheriff Albers agrees further:

- Simon and Sally Glass will have the opportunity to speak with new patrol recruits to the Clear Creek County Sheriff’s Office;
- He will establish 100% crisis intervention certification for patrol officers by January 1, 2027 and agrees to certify any new patrol officers within 12 months of assignment.

3.3 Clear Creek will complete its establishment of a crisis response team by January 1, 2025 and dedicate a public park to Christian Glass, which will be selected in consultation with Simon and Sally Glass;

3.4 The Parties agree that each shall bear their own attorneys’ fees and costs associated with the Incident.

3.5 The Parties agree to cooperate in providing and executing any documents or other materials that may be necessary to effectuate this Agreement.

4.0 Representation of Comprehension of Document.

In entering into this Agreement, Claimants represent that the terms of this Agreement have been completely read and explained; and that they understand and voluntarily accept the terms of this Agreement, and have had the opportunity to consult with counsel.

5.0 Warranty of Capacity to Execute Release.

Claimants represent and warrant 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 Claimants have the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it; and that Claimants have 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. Claimants hereby agree to fully indemnify and defend Releasees against any claims which might be asserted by any person or entity asserting any such derivative right. Claimants further warrant that they have 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 Claimants have not relied upon any representations, express or implied, made by any Releasee or any of their representatives, as to the tax consequences of this Agreement and that Claimants release Releasees from any and all liability in connection with any such tax consequences.

6.2 Claimants agree to indemnify and hold 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 Claim.

7.0 Governing Law.

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 Claimants and 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 No Third Party.

This Agreement is intended only for the benefit of the Parties herein and not for any third party.

11.0 Effectiveness.

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

12.0 Confidentiality of Terms

This Agreement and its terms shall remain confidential until May 23, 2023 at 12:01 a.m.

The Remainder of this page is intentionally blank. Signature page follows.

SIGNATURE PAGE

<p>ESTATE OF CHRISTIAN GLASS</p> <p><i>Simon Glass Sally Glass</i></p> <hr/> <p>05 / 19 / 2023 05 / 18 / 2023</p> <p>SIMON GLASS</p> <p><i>Simon Glass</i> 05 / 19 / 2023</p> <hr/> <p>SALLY GLASS</p> <p><i>Sally Glass</i> 05 / 18 / 2023</p> <hr/> <p>RATHOD MOHAMEDBHAI LLC</p> <p><i>SAR</i> 05 / 18 / 2023</p> <hr/> <p>Siddhartha H. Rathod Qusair Mohamedbhai 2701 Lawrence Street Denver, CO 80205</p> <p><i>Attorneys for Estate of Christian Glass, Simon Glass, and Sally Glass</i></p>	<p>RICK ALBERS, SHERIFF, CLEAR CREEK COUNTY, COLORADO</p> <p><i>[Signature]</i></p> <hr/> <p>THE BOARD OF COUNTY COMMISSIONERS OF CLEAR CREEK COUNTY, COLORADO</p> <p>By: <i>[Signature]</i> Chairman</p>
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ATTACHMENT 1

Material Term Sheet

IN THE MATTER OF THE DISPUTE BETWEEN:

THE ESTATE OF CHRISTIAN GLASS,
SIMON GLASS, and
SALLY GLASS,

on the one hand, and

ANDREW BUEN,
TIMOTHY COLLINS,
KYLE GOULD,
RICK ALBERS, and
THE BOARD OF COUNTY COMMISSIONERS OF CLEAR CREEK,

on the other hand.

MATERIAL TERM SHEET

Pursuant to the agreement reached at the mediation held on April 11, 2023, this confirms the settlement of the claims and potential claims of the Estate of Christian Glass, Simon Glass, and Sally Glass (collectively, “plaintiffs”) against Andrew Buen, Timothy Collins, Kyle Gould, Rick Albers, and the Board of County Commissioners of Clear Creek (collectively, “defendants”), on the following terms:

1. Plaintiffs and defendants (collectively the “Parties”) will enter into a final settlement agreement and release, in a form to be mutually agreed to within 14 days of the signing of this Material Term Sheet. If a superseding settlement agreement and release is not agreed to within 14 days of the signing of this Material Term Sheet, this Material Term Sheet shall be binding and enforceable.

2. The essential terms of this Material Term Sheet which are:

- a. The settlement sum agreed to by defendants is \$10,000,000.00 (the “Settlement Funds”);
- b. The plaintiffs shall have the right to determine to whom the check(s) shall be made out to;
- c. The County will dedicate a public park to Christian Glass, which will be selected in consultation with Simon and Sally Glass;
- d. The Sheriff will issue a public apology in conjunction with the Board, a draft of which is attached as **Addendum 1**; The Parties agree that any dispute between the Parties

regarding the substance or form of the statement shall be resolved by Mediator Stephanie Chow.

- e. Simon and Sally Glass will have the opportunity to speak with new patrol recruits to the Clear Creek County Sheriff's Office;
- f. The Sheriff will establish 100% crisis intervention certification for patrol by January 1, 2027 and agrees to certify any new patrol officers within 12 months of assignment.
- g. The County will create a crisis response team by January 01, 2025.

3. Plaintiffs will execute a general release of all claims they have or may have against Andrew Buen, Timothy Collins, Kyle Gould, Rick Albers, the Board of County Commissioners of Clear Creek, and all of their employees, whether past or present, and their heirs.

4. The terms of this Material Term Sheet are confidential until a final Settlement Agreement is reached or this Material Term Sheet is used to enforce the terms of this agreement.

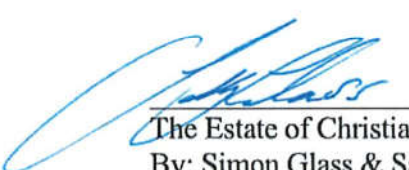

5. Payment of the Settlement Funds will be made within fourteen days after execution of the final settlement agreement and release and the lapse of any applicable revocation period.

6. All parties agree to cooperate and execute any documents necessary to effectuate this agreement.

7. By their signatures below, counsel for the parties represent that they have authority to execute this Material Term Sheet.

Dated April 11, 2023.

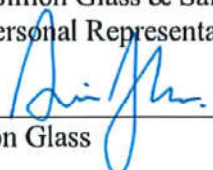
AGREED:

The Estate of Christian Glass
By: Simon Glass & Sally Glass
Its Personal Representatives



Qusair Mohamedbhai, Esq.
Counsel for Plaintiffs



Simon Glass



Sally Glass



The Board of County Commissioners
of Clear Creek

By: *Peter A. Lichtman*
Its Authorized Agent *County Attorney*



Leslie Schluter, Esq.
Counsel for Clear Creek County Sheriff

WITNESS:



Stephanie Chow, Mediator