

FULL AND FINAL RELEASE OF ALL CLAIMS

In exchange for the amount of six hundred thousand dollars (\$600,000.00), Sundra Coleman, Da-Janay Banks, individually and as the parent and legal guardian of the minor, A.H. and Elizabeth Fields (*hereinafter referred to as “Property Releasors”*), and Liberty Mutual Fire Insurance Company (*hereinafter referred to as “Insurance Releasor”*) (*collectively referred to as “Releasors”*) do hereby forever release, acquit and discharge the Board of County Commissioners of the County of Bernalillo, NM Counties, the NM County Insurance Authority, and their present, future and former principals, partners, stockholders, agents, servants, employees, employers, successors, assigns, and insurers (*hereinafter referred to as “Releasees”*), of and from any and all claims of whatever kind or nature which **Releasors** had or might have to date against **Releasees**, which arose out of, resulted from, occurred in connection to, or are in any way attributable in whole or in part to any incident(s) or act(s) related to or based on the events that gave rise to the matters entitled, *Sundra Coleman, Da-Janay Banks, individually and as the parent and legal guardian of the minor, A.H., and Elizabeth Field v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, D-202-CV-2024-04976 and *Liberty Mutual Insurance Company v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, Case No. D-202-CV-2024-04910 (*hereinafter referred to as the “Incident”*), including any entitlement to attorneys’ fees and costs pursuant to federal or state law, involving injuries to person or property, or both, whether known or unknown and whether developed or undeveloped arising from the Incident. The term “**Releasees**” does not include the City of Albuquerque or the Albuquerque Police Department, and this agreement does not intend to affect or settle any of the claims brought against the City of Albuquerque or the Albuquerque Police Department in D-202-CV-2024-04976. **Releasors** further agree that **Releasors** will dismiss any and all of the claims which **Releasors** brought against **Releasees** in the above-entitled and numbered causes of action with prejudice.

Releasees will provide **Property Releasors** with a check made payable to American Civil Liberties Union of New Mexico Foundation in the amount of \$569,347.94 and, from those funds, **Property Releasors** will pay two hundred and seventy-five thousand dollars (\$275,000.00) to **Insurance Releasor** with a check made payable to “Cozen O'Connor trust account” and deliver it to Cozen O'Connor, attn: Ben Migliorino, 707 17th St., Ste 3100, Denver, CO 80202 in full satisfaction of **Insurance Releasor's** claims against **Property Releasors** and **Releasees**. **Releasees** will also provide a check made payable to AGL Assignment Company, LLC, in the amount of \$30,652.06 to fund an annuity on behalf of the minor, A.H. The funding instructions and structure settlement terms are attached hereto and incorporated as **Exhibit A**.

Releasors hereby acknowledge full settlement and satisfaction of any and all claims of whatever kind and character which **Releasors** had, or may have against the **Releasees**, by reason of the above-mentioned damages, losses or injuries arising from the Incident. **Releasors** further understand and agree that **Releasees**, by agreeing to this compromise and settlement, do not admit any liability of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise to avoid further expense of litigation and to terminate all controversy and/or claims against **Releasees**, of whatever nature, known or unknown, including further developments thereof in any way growing out of or connected with the Incident. Thus, **Releasors** further understand and agree that this settlement is not and cannot be construed as an admission of liability or as evidence of liability, of any nature whatsoever, on the behalf of the **Releasees**.

Property Releasors understand and agree that **Property Releasors** will indemnify **Releasees** from and against any and all claims made by any and all health care providers, Medicaid, Medicare, and other persons and entities for any and all medical expenses arising from, connected with and/or related to the medical care and treatment of **Property Releasors** related to the Incident.

Property Releasors will also indemnify **Releasees** from and against any and all claims for subrogation, reimbursement, medical liens, hospital liens and other similar claims which may be made by any and all health maintenance organizations, preferred provider organizations, insurance carriers, insurance underwriters, Medicare, Medicaid, or other such public or private entities, for medical examinations, care and/or treatment, and other similar expenses, which claims arise out of, are related to, and/or are connected with the medical care and treatment of **Property Releasors** related to the Incident. **Property Releasors** further state that during the course of this litigation, inquiry and investigation was made as to whether **Property Releasors** have ever received Medicare benefits in connection with the Incident. **Property Releasors** have been unable to find any information indicating that **Property Releasors** have such Medicare benefits or that **Property Releasors** will be entitled to any such Medicare benefits in the future. Based on this investigation and the information available, **Property Releasors** state that there is no need for a Medicare set aside.

Releasors further understand that no representation of fact or opinion has been made by **Releasees** or by anyone on their behalf to induce this settlement, and that **Releasees** have made no agreement of any kind or promise to do or omit to do any act or thing not herein set forth.

Releasors expressly represent and declare that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by **Releasors** or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained by **Releasors** as a result of the aforesaid Incident are included in the compensation paid to resolve the claims set forth against **Releasees** in the matters of *Sundra Coleman, Da-Janay Banks, individually and as the parent and legal guardian of the minor, A.H., and Elizabeth Field v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, D-202-CV-2024-04976 and *Liberty Mutual Insurance Company v. City of Albuquerque and Board of*

County Commissioners of the County of Bernalillo, Case No. D-202-CV-2024-04910, including any entitlement to attorneys' fees and costs pursuant to federal or state law and that no further claims, of any kind, which have accrued to date as a result of the aforesaid Incident can or will be made against **Releasees**. **Releasors** hereby declare and represent that in making this Full and Final Release of All Claims, it is understood and agreed that **Releasors** relied wholly on **Releasors'** own judgment, considering the damages allegedly suffered in this matter, as well as the liability questions involved, and that **Releasors** have not been influenced to any extent whatsoever in making this Release in Full by any representations or statements regarding any of the claims for damages by the **Releasees** or the persons, firms and corporations hereby released or any person representing or acting for the **Releasees**.

Releasors further understand and agree that the claims herein released specifically include, but are not limited to, all claims asserted against **Releasees** in the cases of *Sundra Coleman, Da-Janay Banks, individually and as the parent and legal guardian of the minor, A.H., and Elizabeth Field v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, D-202-CV-2024-04976 and *Liberty Mutual Insurance Company v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, Case No. D-202-CV-2024-04910, and include any and all claims for physical and psychological/emotional injury, loss of property, and attorneys' fees and costs pursuant to federal and state law arising from the Incident. In consideration of the payment of the sum recited herein, it is agreed that **Releasors** will cause said actions and all claims therein asserted on their behalf to be dismissed with prejudice in accordance with this Agreement.

Releasors further understand and agree that this instrument will constitute a complete and final discharge of any and all claims that **Releasors** had or may have against **Releasees** for damages to their person or property arising from the Incident, including but not limited to damages

for personal injury, for past, present and future mental and physical anguish, lost consortium, pain and suffering, if any; for past, present and future loss of earnings and earning capacity, if any; for past, present and future physical and mental impairment or disability, if any; loss of property, if any; for punitive or exemplary damages; for interest, costs, and attorneys' fees; and for any other claims that **Releasors** had or may have against **Releasees** resulting from or arising out of the Incident referred to in *Sundra Coleman, Da-Janay Banks, individually and as the parent and legal guardian of the minor, A.H., and Elizabeth Field v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, D-202-CV-2024-04976 and *Liberty Mutual Insurance Company v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, Case No. D-202-CV-2024-04910

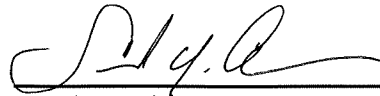
Property Releasors further understand and agree to indemnify and hold **Releasees** harmless against loss, including attorneys' fees, from any and every claim or demand of every kind and character, including claims for contribution, subrogation, and/or indemnity which may be asserted by or through **Property Releasors** by reason of the matters alleged in the lawsuit referenced above.

Releasors understand and agree that **Releasors** alone are responsible for any and all past or outstanding bills or debts of whatever nature arising out of the Incident. **Property Releasors** further agree to indemnify and hold the **Releasees** released by this instrument harmless from any claims, causes of action, known or unknown, which could be asserted against **Releasees** by or through **Property Releasors**, including any action based on subrogation, as a result of the Incident giving rise to the Complaint filed by **Property Releasors** in *Sundra Coleman, Da-Janay Banks, individually and as the parent and legal guardian of the minor, A.H., and Elizabeth Field v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, D-202-CV-2024-04976. **Insurance Releasor** hereby warrants and guarantees that it has not assigned or otherwise

transferred any claims arising from the Incident and/or asserted in the action styled *Liberty Mutual Insurance Company v. City of Albuquerque and Board of County Commissioners of the County of Bernalillo*, Case No. D-202-CV-2024-04910.

Releasors further certify that **Releasors** were informed of the provisions of NMSA 1978, § 41-1-1 (1978) and that **Releasors** are relying on **Releasors'** own judgment in signing this Agreement and Release.

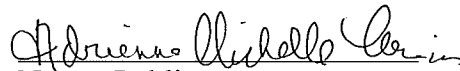
SUNDRA COLEMAN HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.



Sundra Coleman

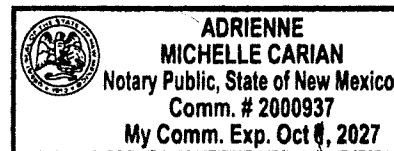
STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

This Full and Final Release of All Claims was acknowledged before me this 10 day of April, 2025 by Sundra Coleman.

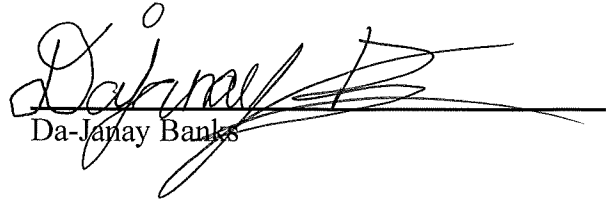

Notary Public

My Commission Expires:

October 6, 2027

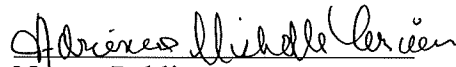


DA-JANAY BANKS HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.


Da-Janay Banks

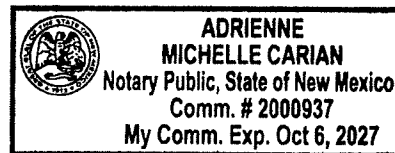
STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

This Full and Final Release of All Claims was acknowledged before me this 10 day of April, 2025 by Da-Janay Banks.



Notary Public

My Commission Expires:

October 6, 2025



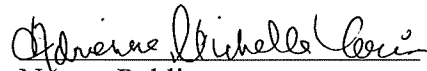
DA-JANAY BANKS, AS THE PARENT AND LEGAL GUARDIAN OF MINOR,
A.H., HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.



Da-Janay Banks, as the Parent and Legal
Guardian of Minor, A.H.

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

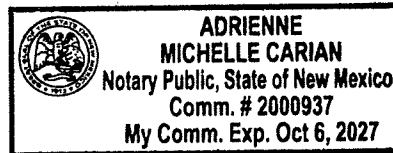
This Full and Final Release of All Claims was acknowledged before me this 10 day of
August, 2025 by Da-Janay Banks, as the Parent and Legal Guardian of Minor, A.H.



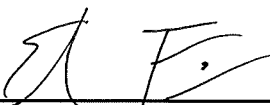
Notary Public

My Commission Expires:

October 6, 2027

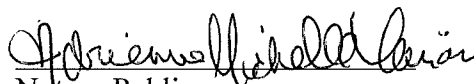


ELIZABETH FIELDS HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.


Elizabeth Fields

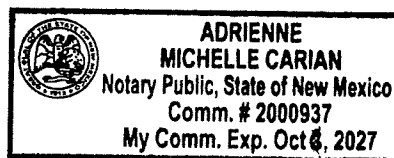
STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

This Full and Final Release of All Claims was acknowledged before me this 10 day of April, 2025 by Elizabeth Fields.

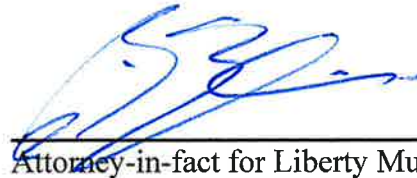

Notary Public

My Commission Expires:

October 6, 2027



**LIBERTY MUTUAL FIRE INSURANCE HAS READ THE FOREGOING
RELEASE AND FULLY UNDERSTANDS IT.**



Attorney-in-fact for Liberty Mutual Fire
Insurance Company

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

This Full and Final Release of All Claims was acknowledged before me this 21st day of April, 2025 by Benjamin Migliorino as attorney-in-fact for Liberty Mutual Fire Insurance Company.



Notary Public

My Commission Expires:

02/29/28

Elizabeth Ruiz NOTARY PUBLIC STATE OF COLORADO Notary ID: 20244008686 Expires: 02/29/2028
