

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and General Release Of All Claims (hereinafter referred to as the “Agreement”) is effective as of the last signature appearing below (“Effective Date”) and is by and between Richard Partridge, on behalf of and in his capacity as legal guardian for Ryan Partridge (hereinafter collectively referred to as “Plaintiff”), and Sheriff Joe Pelle in official capacity as Boulder County Sheriff<sup>1</sup> (hereinafter referred to as “Defendant”). Plaintiff and Defendant may be referred to hereinafter collectively as the “Parties”.

Erik Contreras, Christopher Mecca, Debbie Stevens, Bruce Haas, Christian Berringer, Dale Greene, Shane McGurk, Pamela Levett, Jeff Goetz, T. Smith, Karemn Koger, Thomas Groff, Eric Contreras, Robert Hicks, Dan Newcomb, Chuck Sisneros, Gregory Clem, Vili Maumau, and Anthony Hollonds, are or were named as individual capacity parties in the Lawsuit (defined below) employed by the Boulder County Sheriff and may be referred to collectively hereinafter as “the Individual Employees.” Amanda Taylor (“Taylor”) and Mergen Mittleider (“Mittleider”), who are named parties in the Lawsuit, and their then employer, Mental Health Center of Boulder County, Inc., may hereinafter be referred to collectively as the “Mental Health Professionals”.

Plaintiff filed a lawsuit in the United States District Court for the District of Colorado, Civil Action No.: Case No. 1:17-cv-02941 (hereinafter “Lawsuit”), wherein Plaintiff asserts claims against Defendant, the Individual Employees, and the Mental Health Professionals alleging, *inter alia*: 1) Contreras, Mecca, Stevens, McGurk, Levett, Pelle, Goetz, and Taylor acted with deliberate indifference to Plaintiff’s constitutional right not to be denied necessary medical care because they knew or should have known of Plaintiff’s medical condition, but failed to examine, treat, and care for Plaintiff’s condition and failed to send him for treatment,

<sup>1</sup> Joe Pelle was the Boulder County Sheriff at the time of filing, but the Boulder County Sheriff is now Curtis Johnson  
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whereupon Plaintiff jumped off of the elevated walkway on the second floor of his housing unit at the Boulder County Jail (hereinafter “Jail”) and sustained injuries; 2) several of the Individual Employees and the Mental Health Professionals acted with deliberate indifference to Plaintiff’s constitutional right not to be denied necessary medical care because the Mental Health Professionals knew of Plaintiff’s psychosis and self-harming behavior, but did not do anything to obtain treatment or help for Plaintiff, whereupon on December 17, 2016, Plaintiff sustained a self-inflicted ruptured globe and retinal detachment resulting in blindness while housed at the Jail.; 3) Pelle, Goetz and Haas acted recklessly, intentionally, and with deliberate indifference to the medical needs of Mr. Partridge by failing to train and supervise jail staff to recognize the symptoms of severe mental illness and initiate an appropriate medical intervention for a detainee exhibiting those symptoms; 4) Plaintiff intermittently engaged in or attempted self-harming behavior and attempted suicide while incarcerated in the Jail; and 5) As a result of his self-harming behavior and attempted suicides, Plaintiff claims the Defendant, the Individual Employees and the Mental Health Professionals are responsible for the injuries, damages, and losses he suffered while an inmate in the Jail (hereinafter referred to collectively as the “Claim”) as set forth in more detail in the Lawsuit.

On June 10, 2022, Plaintiff filed a Notice of Appeal to the United States Court of Appeals for the Tenth Circuit appealing the District Court's Order affirming in part and rejecting in part the September 18, 2018 Recommendation of the United States Magistrate Judge regarding Sheriff’s Defendants’ and Defendants Taylor and Mittleider's Motions to Dismiss (hereinafter referred to as the “Appeal”).

Plaintiff and Defendant are desirous of settling the Lawsuit, the Appeal, and all matters relating to the Claim.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be legally bound by the following terms and conditions, which constitute full settlement of any and all disputes between them:

1. Settlement Amount. In consideration of the promises set forth herein, Defendant's insurer agrees it will pay to Killmer, Lane & Newman, LLP COLTAF Trust Account a total of \$2,250,000.00, less the amount of any Medicare lien referred to in paragraph 14 hereof, for which Form 1099s may be issued, the sufficiency of which is hereby acknowledged, to be mailed to Plaintiff's counsel within 30 days of receipt by Defendant's attorneys of all of the following: (a) an Order from a Probate Court with jurisdiction approving the settlement and this Agreement, and authorizing Richard Partridge to sign the Agreement in his capacity as legal guardian for Ryan Partridge; (b) a fully executed copy of this Agreement; (c) properly completed Form W-9s for Plaintiff and his attorneys; and (d) a final payment letter from the Centers for Medicare & Medicaid Services regarding a Medicare lien for benefits paid to or on behalf of Ryan Partridge for medical treatment necessitated due to the Claim. No part of the settlement payment is being paid to Plaintiff on behalf of the Mental Health Professionals.

2. Taxes. Defendant makes no representations regarding the tax consequences or liability arising from the settlement payment. Plaintiff understands and agrees that any and all tax liability that may be due or become due because of the payment referenced above is his sole responsibility, and that Plaintiff will pay any such taxes that may be due or become due. Plaintiff shall also hold Defendant harmless and indemnify it for any liabilities, costs, and expenses, including attorneys' fees and costs, by any tax authority relating in any way to the tax treatment of payment made pursuant to this Agreement.

3. General Release by Plaintiff.

a. For and in consideration of the payment of the total sum of \$2,250,000.00, the sufficiency of which is hereby acknowledged, Plaintiff and his respective representatives, executors, successors and assigns, hereby fully, forever, irrevocably, and unconditionally release and discharge Defendant, the Individual Employees, the Mental Health Professionals, and their respective employees, officers, directors, shareholders, members, agents, attorneys, insurers, including but not limited to The Insurance Company of the State of Pennsylvania, volunteers, assigns, affiliates, subsidiaries, parent companies, administrators, representatives, successors, heirs, assigns, and all persons acting by, through, under, or in concert with them (collectively referred to hereinafter as the “Defendant Released Parties”), from any and all claims which Plaintiff may have against the Defendant Released Parties, or any of them, which could have arisen out of or relate to the Claim or any act, omission, conduct or representation occurring from the beginning of time to the Effective Date of this Agreement, whether now known or unknown, asserted or unasserted, or claimed or which could have been claimed, in the Lawsuit or other forums, including but not limited to any claims based upon, arising out of, or related to Ryan Partridge's incarceration in the Jail at any time.

b. Unknown Claims. In waiving and releasing any and all claims set forth in this Agreement, whether or not now known, the Plaintiff understands that this means that, if they later discover facts different from or in addition to those facts currently known or believed to be true by them, the waivers and releases of this Agreement shall remain effective in all respects — despite such different or additional facts — and even if that party would not have agreed to this Agreement if the party had prior knowledge of such facts. The Plaintiff expressly, knowingly, and intentionally waives the benefits and rights of any statute, rule,

doctrine or common law principle of any jurisdiction whatsoever that provides that a general release does not extend to unknown claims.

4. Intended Third Party Beneficiaries. The Parties agree that the Defendant Released Parties, although not signatory parties hereto, are intended third-party beneficiaries of this Agreement, and each of them shall have the same right to rely upon and enforce this Agreement in any court of competent jurisdiction in the event that any action or proceeding based on the claims or causes of action released hereby may be threatened or commenced.

5. Accord and Satisfaction and Waiver of All Claims. Plaintiff agrees that the payment made to him pursuant to this Agreement is made in full and complete settlement and in full accord and satisfaction of all claims and actions they have against the Defendant Released Parties. Plaintiff further agrees to waive all claims and actions he may have against the Defendant Released Parties.

6. Interpretation of This Agreement. The Parties agree that this Agreement is intended to be interpreted in the broadest possible manner in favor of a complete resolution of all claims and actions which Plaintiff may have against the Defendant Released Parties.

7. Preclusive Effect of Agreement. Plaintiff acknowledges, understands, and agrees that this Agreement may be pled as a complete bar to any claim, action or lawsuit relating to any possible claim that existed or may have existed against the Defendant Released Parties arising out of any event occurring from the beginning of time through the Effective Date of this Agreement.

8. Non-Admission. Execution of this Agreement and compliance with its terms shall not be considered or deemed an admission by the Defendant Released Parties of any liability whatsoever. The Defendant Released Parties specifically disclaim any and all such liability.

9. Risk of Mistake. Plaintiff understands and agrees to undertake and assume the risk that the settlement underlying the execution of this Agreement was made on the basis of mistake or mistakes, mutual or unilateral.

10. Dismissal of the Appeal, Plaintiff's Claims Against the Mental Health Professionals and for Exemplary Damages, and the Lawsuit.

a. Within three (3) days after this Agreement is fully executed following Probate Court approval of the Parties' settlement, the Parties shall file a joint motion to dismiss the appeal with prejudice.

b. Within three (3) days after the Court of Appeals grants the Parties' joint motion to dismiss the appeal and issues a Mandate returning jurisdiction of the Lawsuit to the District Court, Plaintiff shall dismiss all remaining Individual Employees and the Mental Health Professionals from the Lawsuit with prejudice and dismiss Plaintiff's claim for exemplary damages.

c. Plaintiff agrees that within 10 days following receipt of the settlement payment referred to in Paragraph 1, he will direct his attorneys to execute a Stipulation of Dismissal with Prejudice of the Defendant from the Lawsuit and will take all steps necessary to obtain dismissal of the Lawsuit with prejudice. Plaintiff authorizes and directs his attorneys to execute and file all documents and make all representations necessary to obtain dismissal of the Lawsuit with prejudice with the Parties bearing their own fees and costs.

11. Attorneys' Fees. Each party will bear its own costs and attorneys' fees incurred in connection with the Lawsuit and Appeal, and no party nor any attorney for any party, shall seek or accept an award of attorneys' fees under any statute, rule or order of court in connection with the Lawsuit or Appeal.

12. Liens. Plaintiff agrees to indemnify and hold Defendant Released Parties, or any of them, harmless from any claims, liens, and lawsuits by any health care provider or other creditor which arose, or may arise, out of the subject matter of the claims here settled. Plaintiff is aware of a Medicare lien in the amount of \$75.51 for which Plaintiff agrees to obtain a final payment letter from the Centers for Medicare & Medicaid Services and provide it to Defendant's attorneys. The final amount of Medicare's lien will be fully satisfied out of the settlement proceeds by Defendant's insurer. Plaintiff warrants, represents, and agrees that he is not subject to any other liens of any nature or kind.

13. Medicare and Related Information.

a. Plaintiff further covenants and agrees that any and all Medicare, Social Security, hospital, and/or medical insurance coverage subrogation claims which are known to Plaintiff or which could in the exercise of reasonable care be known to, and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity which are known to Plaintiff or which could in the exercise of reasonable care be known to Plaintiff will be fully paid, satisfied and released from the settlement proceeds paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

b. Plaintiff agrees to indemnify and hold harmless the Defendant Released Parties, their insurance carriers, their attorneys and all others in privity with them, from any claims which are known to Plaintiff or which could in the exercise of reasonable care be known to Plaintiff including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them relating to the injuries and claims arising from the conduct giving rise to the Claim; for any loss of Medicare benefits and for any injury or damages relating thereto; for any recovery Medicare and/or The Centers for

Medicaid and Medicare Services might pursue against any of the Parties; and for any and all losses or damages that result from Plaintiff's representations about their Medicare status or creation, administration, or dissolution of the account. This provision shall in no way cause the Defendant Released Parties to be responsible for Plaintiff's portion of any Medicare payments.

c. Private Cause of Action. Plaintiff releases and waives any private cause of action which he may have under 42 U.S.C. §1395(y)(b)(3)(A).

d. Cooperation. Plaintiff agrees to cooperate with the Defendant Released Parties during any negotiations, appeals or litigation concerning conditional payment reimbursement or Medicare Set Aside.

14. Warranties and Representations.

a. Plaintiff represents that he is the sole owner of all claims he asserted in the Lawsuit against Defendant, the Individual Employees, and the Mental Health Professionals. Plaintiff warrants, represents, and agrees that he has not assigned or transferred any claim arising from or related to the Claim to any third party. Plaintiff agrees to defend and indemnify the Defendant Released Parties, and to hold them harmless against the claims of any assignee to the claims purported to be released hereby that may hereafter be asserted.

b. Plaintiff further warrants, represents and agrees he will seek and obtain Probate Court approval of the settlement, the cost of which will be borne by Plaintiff.

c. Plaintiff warrants, represents, and agrees that a special/supplemental needs trust is not necessary for Ryan Partridge.

15. General Provisions.

a. Amendment. This Agreement shall be binding upon the Parties and may not be amended, supplemented, changed, or modified in any manner, orally or otherwise, except by an instrument in writing signed by the Parties.



b. Entire Agreement. This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and, except as otherwise provided herein, cancels all prior or contemporaneous oral or written understandings, negotiations, agreements, commitments, representations, and promises in connection with the subject matter hereof.

c. Construction. The Parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and has had the opportunity to have this document reviewed by the respective legal counsel for the Parties and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof.

d. Execution in Counterparts. This Agreement may be executed in any number of counterparts provided by email, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

e. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, without regard to the conflicts of laws principles thereof. With respect to any litigation based on, arising out of, or in connection with this Agreement, the Parties expressly submit to the personal jurisdiction of the State of Colorado, and the Parties hereby expressly waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the venue of any such litigation brought in Denver, Colorado, including without limitation any claim that any such litigation has been brought in an inconvenient forum.

f. Severability. Should any provision in this Agreement or any provision of any agreement incorporated or referenced herein be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement, provided however, that if a court of competent jurisdiction determines that any provision of Paragraph 3.a. is unenforceable, this Agreement, and the obligations hereunder, shall be voidable at the option of Defendant.

g. Cooperation Clause. The Parties agree to cooperate fully and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including but not limited to, the execution of any further documents.

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HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH 1 ABOVE, THE PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST THE DEFENDANT RELEASED PARTIES.

By signing below, Plaintiff acknowledges that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement.

Richard Partridge, on behalf of and in his capacity as Legal Guardian for Ryan Partridge.

By: \_\_\_\_\_  
Richard Partridge, on behalf of and in his capacity as  
Legal Guardian for Ryan Partridge

Dated: \_\_\_\_\_

STATE OF COLORADO            )  
  )  
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SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
[\_\_\_\_\_].

WITNESS my hand and official seal.

[ S E A L ]

\_\_\_\_\_  
Notary Public