

**SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS**

**I. Parties**

The Parties to this Settlement Agreement and Release of All Claims ("Agreement") are:

- A. KEVIN RAVENSCROFT, JAMIE SALAZAR, and NICOLAS TORRES, hereinafter referred to as "Plaintiffs"
- B. The CITY OF AURORA, COLORADO, and its present and past employees, elected officials, appointees, successors, agents, assigned, insurers, and legal representatives (the "City").

**II. Recitals**

A. Plaintiffs have asserted potential claims against the City, including certain police officers of the Aurora Police Department, including John Gonzales, Darryll Huntsman, and Claude Burns alleging violations of Constitutional rights, privileges, and immunities under Title 42 of the United States Code § 1983 in connection with an incident on June 23, 2016, which claims have yet to be filed in Federal Court ("Civil Rights Case").

B. The City denies all material allegations regarding the potential claims asserted pursuant to 42 U.S.C. § 1983.

C. Plaintiff Ravenscroft also asserted claims against the City and Lisa Horton, Municipal Records Manager in her official capacity ("Defendant Horton"), alleging the arbitrary and capricious violation of the Colorado Criminal Justice Records Act in connection with records requests submitted in 2017, which claims were being litigated in *Kevin Ravenscroft v. City of Aurora and Lisa Horton*, Case No. 2017CV32737, Arapahoe County District Court (the "Records Litigation").

D. The City and Defendant Horton deny that there was an arbitrary and capricious violation of the CCJRA. In light of the Court's January 24, 2018, and March 6, 2018, rulings in the Records Litigation, the City of Aurora will conduct a *Harris* and *Huspeni* factor analysis on all public record requests for internal affairs files, and will revise its policies regarding the disclosure of internal affairs files, including APD Directive 10.4, to allow for public inspection of all internal affairs files consistent with *Harris* and *Huspeni* no later than April 30, 2018, provide Plaintiffs' counsel with a copy of the revised policies within ten (10) days of enactment, and publish the revised directives online. Should Directive 10.4 be revised with regard to the public inspection of internal affairs files anytime within the two years following this Agreement, the City will provide Plaintiff's counsel a copy of the revised policies within thirty (30) days of enactment.

E. The Parties desire to resolve, compromise, and terminate the potential Civil Rights Case and the pending Records Litigation and the claims, demands, liabilities, potential causes of

action, and defenses that each may have against the other, and any other matters which have been or could have been raised in the litigation or potential litigation based upon the subject matter of the allegations contained therein.

F. The City, by entering into this Agreement, does not admit any wrongdoing, nor does the City admit any liability whatsoever and, on the contrary, expressly denies the same as to those claims or potential claims that apply or may have applied to them. The City has entered into this Agreement solely to avoid prolonged litigation, and concomitant defense costs and attorney fees.

G. Plaintiffs represent that they have no other claims of any kind against any other party arising out of the facts alleged in this matter.

### III. Covenants

In consideration of the covenants set forth herein, the Parties agree as follows:

A. Plaintiffs, for themselves and for their individual successors, agents, assigns, and legal representatives, hereby forever release and discharge the City, as defined above and to specifically include Defendant Horton, the police officers involved in the June 23, 2016 incident, and their supervisors in their official and individual capacities, from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands arising from, relating to, or attributable to the incident(s) that occurred on June 23, 2016, and the records requests submitted in 2017, and without limiting the generality of the foregoing specifically from all potential causes of action, indebtedness, damages, losses, claims, liabilities, demands, and allegations which have been raised or could have been raised in connection with this incident(s).

B. This Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to any act or omission of the City as defined above and to specifically include Defendant Horton, the police officers involved in the June 23, 2016 incident, and their supervisors which have been raised or potentially could have been raised in the Records Litigation or the Civil Rights Case or any litigation. Each of the parties expressly accepts and assumes the risk of any mistake of fact in entering into this Agreement. This Agreement shall remain effective even if any mistake of fact exists or occurs.

C. Plaintiffs represent and warrant that they are the sole owner of all claims and causes of action which have been or could have been asserted against the City by them in the litigation, and that they have not sold, assigned, transferred, conveyed, or made any other disposition of any such claims and causes of action.

D. Each of the parties to this Agreement shall bear their/its own costs, expenses, and attorneys' fees incurred in connection with the litigation.

E. Subject to the terms and conditions of this Agreement, and within ten (10) days after Plaintiffs provide the City with an executed original of this Agreement, the City shall do the following:

- Make a payment of one check in the amount of \$150,000.00 (\$100,000 for settlement of the Civil Rights Case and \$50,000 for settlement of the Records Litigation) payable to the KILLMER, LANE & NEWMAN, LLP COLTAF account, and Kevin Ravenscroft, Jamie Salazar, and Nicolas Torres (payment shall be delivered to the office of KILLMER, LANE & NEWMAN, LLP);
- Ensure payment of all mediation costs invoiced by the Judicial Arbitrator Group for the March 5, 2018 mediation of this matter; and
- Schedule a conciliatory meeting between Police Chief Nicolas Metz, and Kevin Ravenscroft, Jamie Salazar, and Nicolas Torres.

F. In the event any state and/or federal authority determines that any part or portion of the payment under this Agreement is taxable as income and that federal and/or state taxes are due thereon from the Plaintiffs, Plaintiffs shall not be entitled to any further payment from Defendants. Also, Plaintiffs agree to be solely responsible and liable for payment of all taxes, interest and penalties. Plaintiffs will indemnify, defend against, and protect and hold Defendants harmless from any such liability for any failure by Plaintiffs to withhold taxes from any portion of the payment. In the event that demand for payment taxes, interest, and/or penalties shall be made upon Defendants, Plaintiffs shall be notified in writing of such demand, and given the opportunity to defend or negotiate such claim for taxes, interest and/or penalties. The Parties further agree that neither is relying on any representation or legal opinion from the other concerning the proper tax treatment of any payment to be made hereunder.

This Agreement is not intended to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on any taxpayer by the Internal Revenue Service.

G. This Agreement shall bind and benefit each party's successors, assigns, and legal representatives.

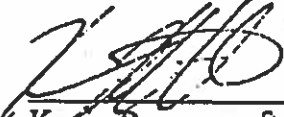
H. Each party has read this entire Agreement and fully understands it. Each party represents that he/she/it has had the benefit of legal counsel with respect to the decision to execute this Agreement. Each individual executing this Agreement on behalf of any party represents and warrants that such individual is authorized to enter into this Agreement on behalf of that party and that the Agreement binds the party.

I. The parties have entered into this Agreement for reasons of their own, and not based upon the representations or statements of any other party or person, except as contained in this Agreement.

J. This Agreement constitutes the entire agreement between and among the parties to this Agreement. This Agreement shall not be altered, amended, modified, or otherwise changed except in writing duly executed by each of the parties or their authorized representatives. None of the parties shall claim in the future that this Agreement has been orally altered, amended, modified, or otherwise changed.

K. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Colorado.


THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ THE ENTIRE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, HAVE HAD THE BENEFIT OF THE ADVICE OF LEGAL COUNSEL, AND FULLY UNDERSTAND AND APPROVE OF THE TERMS AND EFFECT OF THIS AGREEMENT, AND EACH OF THE UNDERSIGNED APPROVES THE TERMS THEREOF, AND HAS SIGNED THE SEVERAL COUNTERPARTS OF THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, EACH OF WHICH CONSTITUTES A DUPLICATE ORIGINAL OF THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.

  
Kevin Ravenscroft

3-26-2018  
Date

  
Jamie Salazar

3-26-2018  
Date

  
Nicolas Torres

3-26-2018  
Date

CITY OF AURORA

By:   
Michael J. Hyman, City Attorney

3-27-2018  
Date