

## RELEASE AND SETTLEMENT AGREEMENT

Los Alamos County Council, ("Los Alamos County or Released Parties") desire to settle and discharge any and all claims which have or could have been asserted by Patrick Brenner ("Brenner") against Los Alamos County and its current and/or former employees, agents, predecessors and successors, elected officials, officers, representatives, attorneys, and insurers ("Released Parties") as a result of Brenner's claims alleged in the matter of Patrick Brenner v. Los Alamos County Council, et al.; Cause No. D-132-CV-2017-00062.

1. Brenner agrees that all individual Defendants listed in this matter will be voluntarily dismissed with prejudice prior to final dismissal of the lawsuit, so that this Waiver and Release is between Brenner and Los Alamos County only.

2. Los Alamos County will pay Forty-Five Thousand Dollars (\$45,000.00) sum certain within fifteen (15) days of the execution of this agreement, in full settlement of all claims and demands against the Released Parties resulting from or relating to the allegations in the Complaint and all claims and demands made in or relating to all other claims which Brenner may have against the Released Parties, including attorneys' fees, costs of suit, subrogation claims, or claims made by third parties. Brenner forever releases all claims that have been brought, or that could have been brought, in the matter of Patrick Brenner v. Los Alamos County Council, et al.; filed in Los Alamos County, Cause No. D-132-CV-2017-00062, and agrees to facilitate all filings for dismissal of the lawsuit with prejudice.

3. Brenner, his assigns, and successors hereby fully and unconditionally dismiss, release, and forever discharge the Released Parties and their representatives, officials, employees, predecessors and successors, insurers, attorneys, agents, and assigns from any and all claims (including attorneys' fees and costs of suit), charges, causes of action, subrogation claims,

and demands of any kind and nature whatsoever arising out of this lawsuit and the allegations, whether asserted or not.

4. Brenner acknowledges that the consideration received under this Settlement Agreement is intended to and does forever release and discharge the Released Parties, their agents, representatives, successors, assigns, and insurers from any claims or consequences arising from the allegations and hereby forever waives any right to assert in the future any claims not known or suspected, even though if such claims were known, such knowledge would materially affect the terms of this Settlement Agreement.

5. Brenner agrees to pay his attorneys' fees and other legal costs from the settlement proceeds. The Released Parties are not responsible for the Plaintiff's legal fees or costs.

6. Brenner is responsible for any and all tax liabilities, if any, arising out of the proceeds of this settlement. Brenner acknowledges that neither the Released Parties nor their attorneys have made any representations whatsoever as to any tax consequences that he may incur as a result of the settlement.

7. Brenner understands that this Agreement is not, and shall not be construed to be, or represented as an admission of fault or wrongdoing on the part of the Released Parties. The Released Parties have entered into this Agreement based solely on the consideration of the economic costs, including the time and expense of litigation, not on any admission of liability. The Released Parties have always denied and will continue to deny any liability whatsoever. This is a settlement of a disputed claim and is privileged and may not be used in any other litigation pursuant to Evidence Rule 408.

8. Brenner acknowledges that the Released Parties have not made any promises or representations other than those recited in this Agreement to induce them to enter into this



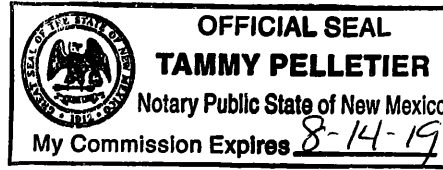
Tammy Pelletier  
Notary Public

My Commission Expires: 8-14-19

(SEAL)

Approved by:





---

A. Blair Dunn, Esq.  
Attorney for Plaintiff