

## I. RECITALS

1. ESTATE OF DE'VON BAILEY, by and through its personal representatives Delisha Searcy and Greg Bailey, and any and all of its heirs, personal representatives, executors, administrators, attorneys, successors, and assigns are hereinafter collectively referred to as "**RELEASOR**."

2. The CITY OF COLORADO SPRINGS ("CITY") and any of its current or former entities, officials, officers, employers, successors, assigns, attorneys, employees, volunteers, agents, servants, insurers and reinsurers, if any, are hereinafter collectively referred to as "**RELEASEES**."

3. **RELEASOR** and **RELEASEES** are collectively referred to as "the Parties."

4. On or about June 4, 2020, The Estate of De'Von Bailey by and through its personal representatives Delisha Searcy and Greg Bailey and R.B., a minor, by and through legal guardian Laquana Gardner filed a civil action in the United States District Court for the District of Colorado against the CITY, Alan Van't Land, and Blake Evenson at civil action number 20-cv-01600-WJM-KMT ("the Civil Action"). The Civil Action arose out of allegations that Alan Van't Land and Blake Evenson shot and killed De'Von Bailey on August 3, 2019 ("Incident"). On October 12, 2021, an unopposed motion to dismiss with prejudice all claims by R.B., a minor, by and through legal guardian Laquana Gardner against the City, Alan Van't Land and Blake Evenson was filed. On October 14, 2021, the Court dismissed the claims of R.B. with prejudice. On November 3, 2021, the Probate Court for the Fourth Judicial District entered an order declaring Delisha Searcy and Greg Bailey the sole heirs of the Estate of De'Von Bailey. On January 18, 2022, the United States District Court found that R.B. was adequately represented by Laquana Gardner.

5. Prior to the entry of this General Release, **RELEASOR** agrees to dismissal with prejudice of the Civil Action of all individually-named Defendants in the Civil Action, each party to pay his/its own costs and attorney's fees, and an order of dismissal has entered on that motion to dismiss.

6. With the entry of this General Release and Settlement Statement ("General Release"), **RELEASOR** has stipulated to the dismissal with prejudice of the Civil Action against the CITY.

7. **RELEASOR** has decided to enter into this General Release on the terms set out in these recitals and agreement below and to reach a complete resolution of any claims arising out of the Incident or the Civil Action as well as any and all claims of any kind **RELEASOR** may have against **RELEASEES** and for any damages and/or injuries

of any kind, known and unknown, foreseen and unforeseen. For the purpose of this General Release, all of the claims asserted in the Civil Action whether remaining or dismissed and all other actual or potential claims or disputes among the Parties shall be referred to hereafter collectively as the "Claims."

8. In entering into this General Release, it is acknowledged that **RELEASOR** and **RELEASEES** have incurred and expect to incur considerable costs and fees in pursuing and defending this litigation and enter into this agreement, in part, to avoid the cost of further litigation. It is further acknowledged that **RELEASEES** deny any wrongdoing, misconduct, or liability arising from the Incident.

## II. RELEASE

### Release, Covenant Not to Sue, Hold Harmless, and Indemnification

9. **RELEASOR** agrees irrevocably and unconditionally to release, discharge and hold harmless and do release and forever discharge **RELEASEES** from any and all claims and any and all damages and/or injuries pursuant to any federal or state statute, constitution, common law, contract or otherwise, known and unknown, foreseen and unforeseen, including but not limited to those which may now or hereafter arise out of, or result in any way from the Incident described in the recitals and the Civil Action, and/or which have or could have been made, as well as any and all matters relating thereto, and any and all consequences thereof.

10. **RELEASOR** agrees that this General Release releases any claim for attorney fees, costs, or expenses they or their attorneys may have incurred.

11. **RELEASOR** understands and agrees that this General Release prevents any appeal of any of the dismissals, stipulated or otherwise, against any of the Parties or for any of the Claims made in the Civil Action.

12. **RELEASOR** and Delisha Searcy and Greg Bailey individually represent and warrant that, other than that which is set forth in the Recitals to this General Release, they have not filed or caused to be filed or asserted any claim in or with any court or agency based on or related to the Incident or Claims and agree that they will not file any claim, either on behalf of the Estate of De'Von Bailey or individually in or with any court or agency based on or related to the Incident or Claims against **RELEASEES**.

13. Pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007, **RELEASOR** hereby certifies and affirmatively represents and warrants as follows: (1) at the time of the accrued claims, De'Von Bailey was not a Medicaid recipient; (2) De'Von Bailey has never received Medicaid benefits for his alleged damages; and (3) De'Von Bailey never received Medicare benefits. **RELEASOR** further certifies De'Von Bailey has never received Social Security Disability Benefits. In the event **RELEASEES** are subject to any further claims or demands under such actual or purported benefit assignment, lien,

subrogation, or other right of substitution for such benefits, **RELEASOR** will defend, indemnify, and hold **RELEASEES** harmless from such claims or demands.

14. **RELEASOR** hereby declares and represents that no other person, firm, or corporation has received any assignment, subrogation, lien, including but not limited to attorney lien, or other right of substitution to the claim or claims made or which could have been asserted, or that to the extent such assignment, subrogation, lien, or other right of substitution exists, the same has been waived, resolved, or otherwise disclosed. In the event **RELEASEES** are subjected to further claims by any person, firm, or corporation under any actual or purported lien or right of substitution, including any lien for medical expenses, **RELEASOR** will hold **RELEASEES** harmless from any such claims or demands and indemnify **RELEASEES** for any judgment obtained by reason of such purported lien or right of substitution.

15. **RELEASOR's** attorneys will retain an amount of the settlement to satisfy the liens or claims in their trust account and will notify **RELEASEES'** attorney when all liens and claims have been satisfied.

16. **RELEASOR** understands and agrees that they are solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this General Release and the monetary consideration provided to them pursuant to it. **RELEASOR** agrees that **RELEASEES** have provided no representation or advice as to how this consideration is to be characterized or allocated or as to the tax treatment or their tax reporting or payment obligations for the monetary consideration set out herein.

17. **RELEASOR** further warrants that they fully realize that they may have sustained unknown and unforeseen losses; fees; costs; expenses; damages; liabilities; claims; bodily, personal, or psychological injuries; damage to property; business losses; or rights of restitution, and the consequences thereof which may be at this time, heretofore, and hereafter unknown, unrecognized, unawarded, and not contemplated by **RELEASOR**, which resulted or may result from the above-mentioned Incident and all matters incident or related thereto, and that no promise or inducement has been offered except as herein set forth and that all agreements and understandings between the Parties are expressed herein and that this General Release was executed without reliance upon any statement or representation by **RELEASEES**, and that **RELEASOR** is legally competent to execute this General Release. **RELEASOR** accepts full responsibility and assume the risk of any mistake of fact or law as to any damages, losses, or injuries, whether disclosed or undisclosed, including any mistake in medical diagnosis or prognosis for any injuries, known or unknown, sustained as a result of the above-mentioned Incident and all matters incident and related thereto applicable to the Claims and any potential claims **RELEASOR** has or may have against **RELEASEES**.

### Consideration

18. **RELEASEES** agree to pay **RELEASOR** the amount of Two Million Nine Hundred Seventy-Five Thousand dollars (\$2,975,000.00) by tendering a check in that amount to **RELEASOR's** attorneys, payable to **RELEASOR** and KILLMER, LANE & NEWMAN, LLP within 21 days after the satisfaction of all conditions precedent more particularly described in paragraph 21 of this General Release.

19. In addition to the monetary amount set forth in paragraph 18, the City of Colorado Springs and its counsel will cooperate as necessary to facilitate the return of De'Von's Bailey's personal items, property and effects from El Paso County or any other agency or person in possession of such items, as permitted by law.

The non-monetary provisions of the settlement include the following police reforms within CSPD to be commenced within three months to the extent they have not already been implemented:

- a. Provide training for every officer who has not already received training regarding the new use of force policies and other police practices set forth in SB 2020-217 and HB 2021-1250;
- b. Provide annual anti-bias training, for no less than two years, that specifically addresses the understanding that race should have no role in officers' perceptions of risk;
- c. Actively maintain an early intervention program to mitigate the potential for escalating employee issues, identify personnel who may require assistance or training to perform their duties and to preemptively intervene and improve performance, with a focus on officers who have recent use of force, internal affairs investigation, pursuit, and/or vehicular collision history that merits review. The program shall remain active with information reviewed for action on a weekly basis.
- d. The Colorado Springs Police Department will participate in the United Way Give Campaign in 2022 so long as the City of Colorado Springs participates, as it has in the past, in the program;
- e. On an annual basis, for no less than two years, provide communication regarding the Good Neighbor Next Door Program available through the United States Department of Housing and Urban Development;
- f. Ensure that all officers' personnel files are retained for the duration of the employee's career, including but not limited to all personnel investigative files, Supervisory Discussion Reports, findings of misconduct, all internal affairs (or other) investigations, and all CSPD administrative reviews, and all use of force internal affairs reviews.

20. **RELEASOR** agrees they will not release any personal information regarding Alan Van't Land and/or Blake Evenson to include their addresses, or identification of their family members. Additionally, **RELEASOR** agrees they will not encourage or endorse protests against or directed at Alan Van't Land and/or Blake Evenson or their family members or endorse protests at the homes of Alan Van't Land and/or Blake Evenson or encourage or endorse messages of violence against Alan Van't Land and/or Blake Evenson or their family members. .

21. The Parties each understand, acknowledge and agree that the terms described in paragraphs 18, 19 and 20 of this General Release are expressly contingent upon satisfaction of each of the following conditions precedent: (1) approval by public vote of the General Release by City Council for the City of Colorado Springs, (2) dismissal of the individually named Defendants as described in paragraph 5, and (3) declaration by a probate court of competent jurisdiction finding that Delisha Searcy and Greg Bailey are the sole heirs to the Estate of De'Von Bailey and no other person has an interest in the Estate of De'Von Bailey. The parties recognize and agree condition precedent (3) of this paragraph 21 of the General Release has been satisfied. In the event that any one or more of the conditions precedent are not satisfied in accordance with the terms of this General Release, then this General Release is terminated and all terms and conditions of this General Release are null, void and unenforceable. In the event that any one or more of the conditions precedent are not satisfied, **RELEASOR'S** sole remedy is re-filing of any voluntarily dismissed claims asserted in the Civil Action.

22. It is agreed that consideration for this General Release is as set forth herein, including dismissal of all claims with prejudice, shall be a full and final settlement of all claims released herein and all claims that might have been asserted in any state or federal judicial or administrative forum up to the date of execution of this General Release, including any claims for attorney fees and costs.

#### Voluntariness, Denial of Liability, Entire Agreement

23. **RELEASOR** has carefully read the above and foregoing General Release and knows and understands the contents thereof and has signed the same as his or her free and voluntary act for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, known and unknown, and after having the opportunity to have the same explained by counsel. **RELEASOR** expressly states that he or she has been advised of his or her right to consult additional professionals of his or her choice, including physicians, lawyers, and accountants, regarding any and all known and unknown, foreseen and unforeseen, damages, losses, injuries, costs, losses of services, expenses, liabilities, claims, and the consequences thereof, of whatsoever kind and nature, which **RELEASOR** may have or will incur, whether suspected or unsuspected. **RELEASOR** further expressly understands and agrees that the signing of this General Release shall be forever binding and no rescission, modification, or release of **RELEASOR** from the terms of this General Release will be made for any mistake.

24. It is expressly understood and agreed that the acceptance of the above-mentioned consideration is in full accord and satisfaction of a disputed claim and that payment of said sum is not to be construed in any way as an admission of liability on the part of **RELEASEES**, but, on the contrary, **RELEASEES** specifically deny any wrongdoing, misconduct, or liability on account of said Incident or any matters related or incidental hereto, or otherwise. It is further understood and agreed that all agreements and understandings between the Parties are embodied and expressed herein and that the terms of this General Release are contractual and not mere recitals.

25. This General Release is not intended to be an admission of any fact or issue alleged by any party relating to the Incident or the Claims in the Civil Action and, with the exception of a claim related to breach or enforcement of this agreement, this General Release is not intended to be evidence in any other matter.

26. This General Release may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument representing this General Release of the Parties to this agreement.

27. **RELEASOR** certifies that they have fully read and understand the foregoing General Release and hereby affix their signatures as their own free and voluntary act.

Date: 1-27-22

Greg Bailey  
Greg Bailey, Individually and as Personal  
Representative of the Estate of De'Von Bailey,  
Deceased

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

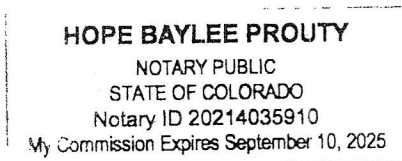
SWORN TO AND SUBSCRIBED by Greg Bailey this 27 day of  
January, 2022.

WITNESS my hand and official seal.

My commission expires: 9/10/2025

[SEAL]

Hope Baylee Prouty  
Notary Public





Date: 1/27/2022

[Signature]

Delisha Searcy, Individually and as Personal Representative of the Estate of De'Von Bailey, Deceased

STATE OF ) Georgia ) ss.  
COUNTY OF Rockdale

SWORN TO AND SUBSCRIBED by Delisha Searcy this 27<sup>th</sup> day of January, 2022.

WITNESS my hand and official seal.

My commission expires: 6/1/2025.

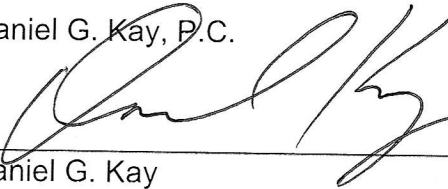


[Signature]  
Notary Public



I, Daniel G. Kay, as attorney for the Estate of De'Von Bailey, have reviewed the within General Release with my clients and have fully explained each and every term, condition, limitation, and obligation set forth herein to Greg Bailey and Delisha Searcy individually and as personal representatives of the Estate of De'Von Bailey and believe that they are competent and understand the same, and I further signify my approval of the within General Release by my signature below. I also acknowledge my responsibilities with regard to any Medicaid lien, including those outlined in paragraph 15 of section II above and under C.R.S. § 25.5-4-301.

Daniel G. Kay, P.C.

A handwritten signature in black ink, appearing to read 'Daniel G. Kay', is written over a horizontal line.

Daniel G. Kay  
318 E. Pikes Peak Ave.  
Colorado Springs, CO 80903

Attorney for Plaintiff