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RESOLUTION NO. 25-200

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION APPROVING GENERAL RELEASE AND MONETARY SETTLEMENT REGARDING ALEXANDRO DURAN

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1), 30-11-103, and 30-11-107(1), the Board of County Commissioners of El Paso County, Colorado, has the legislative authority to make all contracts and do all other acts in relation to the property and concerns of the County, when deemed by the Board to be in the best interests of the County and its inhabitants; and

WHEREAS, there is litigation involving El Paso County, Colorado, and the medical care that Alexandro Duran received during his detention at the El Paso County Criminal Justice Center; and

WHEREAS, the Parties desire to resolve the dispute between them through a General Release and Settlement Agreement, attached as Exhibit A, to release El Paso County and any of its current or former entities—including the El Paso County Sheriff's Office and the Board of County Commissioners of El Paso County, Colorado; officials, including Sheriff Joseph Roybal; officers, employers, successors, assigns, attorneys, employees (former and present), agents, servants, insurers, self-insurers, and reinsurers, if any—for injuries of any kind regarding any matters associated with the above-noted Claim or Incident, and any subsequent concerns that may have occurred up to the date of this resolution, including any and all claims, demands, damages, costs, liabilities, expenses, compensation, reimbursement, and attorney's fees, which are known or unknown, foreseen or unforeseen, arising out of the action identified herein, in exchange for consideration payable to Mr. Duran's counsel. Payment shall be made as follows: (i) payment in the amount of TWO MILLION NINE HUNDRED DOLLARS and NO CENTS ($2,900,000.00) from El Paso County's excess insurance carrier, Berkley Public Entity/Gemini Insurance Company, and (ii) payment in the amount of FIVE HUNDRED THOUSAND DOLLARS and NO CENTS ($500,000.00) from El Paso County. This consideration resolves all disputes between the Parties without an admission of liability or fault; and

WHEREAS, the General Release and Settlement Agreement and consideration provided in the General Release and Settlement Agreement to Plaintiff is the proper means to reach full and final resolution of all claims made by Plaintiff, including any and all subrogation claims; and

WHEREAS, it is necessary that the General Release and Settlement Agreement and payment of the aforementioned amount be approved by the Board;

WHEREAS, the monetary settlement shall be dispersed as outlined in the General Release and Settlement Agreement for the sole purpose of avoiding the costs of litigation, which will exceed the cost of this settlement agreement; this General Release and Settlement Agreement does not establish any admissions by parties; and

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners approves and ratifies the motion to approve the General Release and Settlement Agreement in litigation by Alexandro Duran, subject to the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that Carrie Geitner, duly elected, qualified member and Chair of the Board of County Commissioners, or Holly Williams, duly elected, qualified member and Vice-Chair, is appointed and authorized on behalf of the Board to execute all additional documents that are reasonable and necessary to complete the transaction described herein.

DONE THIS 22nd day of July 2025 at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
Carrie Geitner, Chair

Resolution No. 25-200
Exhibit A

GENERAL RELEASE AND SETTLEMENT AGREEMENT

RECITALS

WHEREAS, ALEXANDRO DURAN ("Plaintiff"), his attorneys, successors, and assigns, are hereinafter collectively referred to as "RELEASORS."

WHEREAS, El Paso County, Colorado, aka the Board of County Commissioners of El Paso County, State of Colorado ("the County"); the El Paso County Sheriff's Office, aka Sheriff Joseph Roybal in his official capacity ("the Sheriff"); and any of their current or former entities, officials, officers, employers, successors, assigns, attorneys, employees, agents, servants, insurers (including but not limited to Berkley Public Entity and Gemini Insurance Company), self-insurers, reinsurers, and excess insurance carriers, if any, are hereinafter collectively referred to as "RELEASEES."

WHEREAS, RELEASORS and RELEASEES are collectively referred to as "the Parties."

WHEREAS, on or around November 22, 2021, Plaintiff was booked into the El Paso County Criminal Justice Center ("CJC"). Per the Complaint filed in U.S. District Court for the District of Colorado case 2023-cv-2853, styled *Alexandro Duran v. Wellpath LLC et al* (the "Litigation"), while in detention at the CJC, Plaintiff developed pressure sores on his body, which caused an incurable infection that will require treatment for the rest of Plaintiff's life. The Plaintiff's claims against the County and the Sheriff arise out of, result from, and relate to acts or omissions associated with the furnishing of medical services and disability accommodations in CJC during his detention at CJC between Nov. 2021-2022, and/or the acts or omissions that were or could have been described in the Complaint filed by Plaintiff in the Litigation, which is hereinafter referred to as the "Incident." The factual allegations and claims made by RELEASORS were and continue to be denied and disputed by RELEASEES.

WHEREAS, the Parties have incurred or will incur considerable costs and fees in pursuing and defending potential litigation. The Parties also acknowledge that the result of the Litigation would be uncertain if the Litigation proceeded to trial. In order to mitigate the cost and expense of proceeding with the Litigation, the risk and uncertainty associated with a trial on the merits, the Parties have decided to enter into this General Release on the terms set out in these RECITALS and the RELEASE below, and to reach a complete resolution of any and all claims arising out of, related to, or connected with the Incident, including such claims for damages and/or injuries of any kind, known and unknown, foreseen and unforeseen, that may occur after the date of execution of this General Release.

NOW, WHEREFORE, in consideration of the terms and conditions set forth herein, including but not limited to monetary consideration and release of claims described herein, the Parties agree as follows:

RELEASE

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

1. RELEASORS irrevocably and unconditionally release, discharge, and hold harmless and forever discharge RELEASEES from any and all claims, damages, injuries, attorneys' fees, and/or costs pursuant to any federal or state statute, constitution, common law, or contract, or otherwise, known and unknown, foreseen and unforeseen, that arise from or relate to the Incident and/or which were or could have been asserted by the Plaintiff in the Litigation, including but not limited to any claims for economic damages, non-economic damages, punitive damages, and/or those which may now or hereafter arise out of, or result in any way from, the Incident and/or the acts or omissions which were or could have been asserted in the Litigation, including but not limited to any claim for wrongful death, any Notices of Claims, and/or any other claims that have or could have been made, as well as any and all matters relating thereto.

1.1 Notwithstanding anything to the contrary, Plaintiff's claims against Wellpath are preserved and not released.

1.2 Notwithstanding anything to the contrary, this General Release does not release claims for any breach of this Agreement.

2. RELEASORS understand and agree that this General Release prevents any further claims against RELEASEES of any kind based on or related to the Incident or the claims which were or could have been brought in the Litigation, other than those preserved under Paragraph 1.2 above.

3. RELEASORS represent and warrant that, other than the Litigation, they have not filed or caused to be filed, or asserted or caused to be asserted, any claim or charge against RELEASEES, in or with any court or agency, based on or related to the Incident or the claims which were or could have been brought in the Litigation. RELEASORS also agree that they will not file any claim or charge against RELEASEES in or with any court or agency based on or related to the Incident or the claims which were or could have been brought in the Litigation, other than the claims preserved under Paragraph 1.2 above.

4. RELEASORS hereby declare and represent that, except as may be expressed in this General Release, no other person, firm, or corporation has received any assignment of claims covered by this Agreement. RELEASORS also agree that the

portion of the Settlement Payment paid into the client trust fund account of Hughes Socol Piers Resnick & Dym Ltd (the "Attorneys"), shall be held by the Attorneys pending compromise and settlement of any subrogation interest or lien, including but not limited to any Medicaid and/or medical lien, and attorney lien, levy, or right of substitution arising out of alleged injuries or damages incurred from the Incident and/or the claims which were or could have been asserted against RELEASEES in the Litigation, and/or claim for money constituting the consideration in this General Release.

Presently, liens/subrogation interests may be held by entities including but not necessarily limited to:

a. Centers for Medicare and Medicaid Services (liens held under Medicare ID 2GM7DQ5RG33 and/or Case Identification No. 20241 17090 00787);
b. Colorado Department of Health Care Policy & Financing (liens held under State I.D. Number T129193 and/or Case No. 1013464); and
c. New Mexico Health Care Authority (liens held under Medicaid ID No. 565777553 and Case File No. 127837).

4.1 In the event RELEASEES are subjected to claims by any person, firm, corporation, or entity under any actual or purported assignment, and/or pursuant to any subrogation, lien, or other right, including, but not limited to, Medicaid, medical lien, medical billing or obligation, attorney lien, levy, tax levy, or right of substitution, arising out of alleged injuries or damages incurred from the Incident and/or the claims which were or could have been brought in the Litigation, and/or claims for money constituting consideration in this Settlement Agreement, RELEASORS will defend, indemnify and hold RELEASEES harmless from any such claims or demands.

5. The Parties hereby acknowledge and agree that they do not intend to improperly shift the burden of bearing the cost of any future treatment obtained by Plaintiff to Medicare or other state or federal government entity. RELEASORS will instruct their Attorneys to determine whether any medical set-aside, or other arrangement, is necessary under applicable state or federal law to protect the interest of government payors of benefits. In the event such set-aside account or other arrangement is required, the Plaintiff agrees to establish and fund an appropriate set-aside account or other arrangement and comply with state and federal law governing such set-asides and making future claims for insurance benefits. Plaintiff hereby agrees to indemnify, defend, and hold harmless RELEASEES and their insurers and attorneys from any such claim arising from or relating to the alleged breach of the obligation set forth herein in this Paragraph 5.

6. RELEASORS understand and agree that they are solely responsible for all tax obligations, including all reporting and payment obligations he may have, that may arise as a consequence of this Agreement and the monetary consideration provided to

them pursuant to it. RELEASORS agree 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 tax reporting or payment obligations for the monetary consideration set out herein. RELEASEES will report the payment as settlement of a Civil Action involving physical injury allegations to the Attorneys through a 1099-Misc, box for gross proceeds paid to an attorney checked, as described below in paragraphs 10 and 11.

7. RELEASORS further warrant that they fully realize that they may have sustained unknown and unforeseen losses; costs; expenses; damages; liabilities; claims; bodily, personal, or psychological injuries; damage to property; or business losses, and the consequences thereof which may be at this time, heretofore, and hereafter unknown, unrecognized, and not contemplated by RELEASORS, which resulted or may/will result from Incident or any claims which were or could have been asserted against the RELEASEES in the Litigation, and related and unrelated Notices of Claims, and that no promise or inducement has been offered except as herein set forth, that all agreements and understandings between the Parties are expressed herein, that this General Release was executed without reliance upon any statement or representation by RELEASEES, and that RELEASORS are legally competent to execute this General Release. RELEASORS accept 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/or claims which were or could have been asserted against RELEASEES in the Litigation.

8. The Parties understand and agree that this General Release constitutes a public record as defined by C.R.S. § 24-72-202 (a)(1), and as such is open for inspection by any person in accordance with the laws of the State of Colorado.

9. RELEASORS and RELEASEES agree that both will abide by applicable laws and regulations in any future interactions.

Consideration and Conditions Precedent

10. The release provided by RELEASORS in Paragraph 1 above, the consideration provided for in Paragraph 11 below, and the balance of the terms and conditions described in this Agreement, are contingent on the approval of this Agreement by the El Paso County Board of County Commissioners, the occurrence of which is a condition precedent to any obligation to make the Settlement Payment described in Paragraph 11 below. If the El Paso County Board of County Commissioners does not approve this Agreement within 30 days of execution, then this Agreement has no legal effect and does not bind RELEASOR in any way.

11. Within 30 days of the occurrence of the conditions precedent described in Paragraph 10 above, El Paso County, the Sheriff and El Paso County's excess insurance carrier, Gemini Insurance Company, and/or any of their assignees, shall pay Plaintiff the total amount THREE MILLION FOUR HUNDRED THOUSAND DOLLARS and ZERO CENTS ($3,400,000.00) (the "Settlement Payment"). Payment of the Settlement Payment shall be made as follows:

11.1 Payment in the amount of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS and ZERO CENTS ($2,400,000.00) with FOUR HUNDRED SEVENTY-SIX THOUSAND and TWENTY DOLLARS and 46 CENTS ($476,020.46) paid by El Paso County, and ONE MILLION NINE HUNDRED TWENTY THREE THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS and 54 CENTS ($1,923,979.54) paid by Gemini Insurance Company. Payments to be made by tendering checks to RELEASORS' attorney, payable to "Hughes Socol Piers Resnick & Dym, Ltd." with a 1099 Misc to HSPRD, only, with box 10 for gross proceeds paid to an attorney checked.

11.2 Payment of ONE MILLION DOLLARS and ZERO CENTS ($1,000,000.00) from Gemini Insurance Company, paid to MetLife Assignment Company, Inc., which will be used to fund the future periodic payments outlined below ("Periodic Payments"):

Payable to the Alexandro Duran: ("Payee"):

$4,726.46 payable monthly for 20 years guaranteed, beginning on 07/15/2026, with the last guaranteed payment on 06/15/2046.

$102,500.00 lump sum guaranteed payable on 01/15/2027.

$107,800.00 lump sum guaranteed payable on 01/15/2028.

$117,000.00 lump sum guaranteed payable on 01/15/2029.

RELEASEES will not withhold any taxes from the aforementioned payments and make no representation and take no position as to the taxability or non-taxability of the payment.

All sums set forth herein constitute damages on account of personal physical injuries and physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Rights to Payments

The Plaintiff acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by any Plaintiff or Payee; nor shall the Plaintiff or Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise, except as authorized in advance in a qualified order as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

Consent to Qualified Assignments

The Plaintiff acknowledges and agrees that the County, Sheriff, and/or their Insurer, Gemini Insurance Company, shall make a "Qualified Assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of their liability to make the Periodic Payments set forth above to MetLife Assignment Company, Inc. ("Assignee"). The obligation of the Assignee for payment of the Periodic Payments set forth above shall be no greater than that of the County, Sheriff, and/or their Insurer, Gemini Insurance Company (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

Such an assignment shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the County, Sheriff, and/or their Insurer from the Periodic Payments obligation assigned to such Assignee. The Plaintiff recognizes that upon execution of such an assignment, that Assignee shall be the sole obligor with respect to the Periodic Payments obligations, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the County, Sheriff, and/or their Insurer, Gemini Insurance Company, shall thereupon become final, irrevocable and absolute.

Right to Purchase Annuity

The County, Sheriff, and/or their Insurer, Gemini Insurance Company, through the Assignee, shall fund the liability to make the Periodic Payments set forth above through the purchase of an annuity policy from Metropolitan Tower Life Insurance Company ("Annuity Issuer"). The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee will have the Annuity Issuer mail payments directly to the Payee. The Plaintiff shall be responsible for maintaining a current mailing address for such Payee with the Annuity Issuer.

Beneficiary

Any payments to be made after death of any Payee, pursuant to the terms of this Settlement Agreement, shall be made to such person or entity as shall be designated in writing by Payee to the Assignee. If no person or entity is so designated by the Payee, or if the person designated is not living at the time of such Payee's death, such payment shall

be made to the estate of that Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing, signed by the Payee, and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made.

Discharge of Obligation

The obligation of the Assignee to make the Periodic Payments set forth above shall be discharged upon the mailing by the Annuity Issuer of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for such Payee with the Annuity Issuer. If Plaintiff notifies the Annuity Issuer that any check or electronic funds transfer was not received, the Annuity Issuer shall initiate a stop payment action and, upon confirmation that the check was not previously negotiated or electronic funds transfer deposited, the Annuity Issuer shall process a replacement payment.

Agreement to Stay Litigation As to El Paso County Sheriff and El Paso County

12. In order to further one of the purposes of this Agreement, to eliminate or reduce the attorney's fees and costs borne by the Parties to prosecute and defend the Litigation, and consistent with Colorado public policy in favor of compromise and settlement of disputed claims, the Parties agree to use reasonable efforts to obtain a stay of deadlines and/or discovery from the Court, including but not limited to preparing and filing a joint stipulated motion seeking a stay of all deadlines and trial as they relate to the claims brought against the County and the Sheriff, until such time as the conditions set forth in Paragraphs 10 and 11 are complete.

Voluntariness, Denial of Liability, Entire Agreement.

13. RELEASORS have carefully read the above and foregoing Agreement and know the contents thereof and have signed the same as their own free and voluntary act and after having the opportunity to have the same explained by counsel. RELEASORS expressly state that they have been advised of his right to consult additional professionals of their 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, that RELEASORS may have incurred or will incur, whether suspected or unsuspected before the date of the execution of this General Release. RELEASORS further expressly understand and agree that the signing of this General Release shall be forever binding and no rescission, modification, or release of RELEASORS from the terms of this General Release will be made for any mistake.

14. It is expressly understood and agreed that the acceptance of the above-mentioned Consideration is in full accord and satisfaction of the disputed claims arising

from or relating to the Incident and/or claims which were or could have been asserted in the Litigation, 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 the Incident or the Claims or any matters related or incidental thereto, or otherwise.

15. RELEASORS understand and agree that all agreements and understandings between the Parties, including the RECITALS AND RELEASE and other sub-parts set forth herein, constitute this General Release, and that the terms of this General Release are contractual and not mere recitals.

16. This General Release cannot be modified except by a writing signed by the Parties.

17. This General Release shall be construed and interpreted in accordance with the laws of the State of Colorado.

18. RELEASORS agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this General Release.

19. RELEASORS certify that they have fully read and understand the foregoing Settlement Agreement and hereby affix their signatures as their own free and voluntary act.

[THIS SPACE INTENTIONALLY LEFT BLANK]

APPROVED AS TO FORM:

Date: 7-17-25

Office of the El Paso County Attorney
El Paso County, Colorado

Steven W. Martyn
Senior County Attorney
El Paso County Attorney's Office
On behalf of Releasees

IN WITNESS THEREOF on behalf of RELEASOR,

ALEXANDRO DURAN

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

SWORN TO AND SUBSCRIBED by Alexandro Duran, Alexandro Duran, this 16th day of July, 2025.

WITNESS my hand and official seal.

My commission expires: Feb. 17, 2029.

[SEAL]

Notary Public

LOIDA M PADILLA
Notary Public
State of New Mexico
Comm. # 1101548
My Comm. Exp. Feb 17, 2029