

## GENERAL RELEASE OF LIABILITY

FOR VALUABLE CONSIDERATION including the payment of \$52,500.00, the receipt and sufficiency of which hereby are acknowledged, the undersigned **HUMAN RIGHTS DEFENSE CENTER**, a nonprofit organization acting by its authorized representative, on its own behalf and also on behalf of its assigns, successors, administrators, executors, agents, attorneys and representatives (collectively referred to herein as "Plaintiff" or "HRDC"), forever releases and completely discharges the County of Sandoval and all of the County's boards, branches, agencies, departments, boards, instrumentalities, institutions, and all of the County's past, present and future officers, employees, agents, servants and independent contractors, acting in either their official and/or individual capacities, including but limited to Melissa Perez, John Castaneda, Victoria Aragon and Collin Stradling, and the New Mexico Association of Counties a/k/a New Mexico Counties, and all of its present and former employees and agents (collectively herein, "County"), from any and all claims, actions, suits, obligations, causes of action, demands or debts of whatever kind or description, known or unknown, suspected or unsuspected, at law or in equity, including but not limited to 42 U.S.C. § 1983 claims and claims under the Inspection of Public Records Act, that it may have now or hereafter arising out of any action, omission, event, word or deed of any person or entity related in any way whatsoever to the civil action styled HRDC v. Board of County Commissioners for the County of Sandoval, et al., Cause No. D-1329-CV-2019-01797,

Thirteenth Judicial District Court, which action HRDC hereby agrees to dismiss with prejudice on a form to be mutually agreed upon, or related to HRDC's Request for Sandoval County Settlements and Verdicts Records, made by correspondence dated October 17, 2019 and addressed to the New Mexico Association of Counties.

Plaintiff hereby acknowledges that this General Release of Liability is intended as a universal accord and satisfaction of the aforementioned claims.

In executing this General Release of Liability, the Plaintiff acknowledges that it has acted at all times with the benefit of independent legal advice and counsel furnished by attorneys of its own choosing and is fully aware of the matters at issue in the action described above and that it fully understands the terms, meaning and legal effect of this General Release of Liability.

Plaintiff understands, agrees and hereby represents as follows:

1. This General Release of Liability is part of a settlement of disputed and contested claims;
2. The settlement agreement of which this release is a part has been made by New Mexico Counties on behalf of the County and the County's boards, agencies, branches, and departments and present and former officers and public employees, and the County asserts that it has settled the case solely to avoid the time, energy and expense of further litigation;
3. Neither Sandoval County nor any of the County's boards or agencies or present or former individual employees admits any

violation of law or any liability to the Plaintiff or to any other party or person and in fact vigorously contests liability; and

4. Neither this General Release of Liability nor the settlement agreement nor the fact of settlement may be treated in any way as evidence of any negligence, wrongdoing or liability or as an admission of any kind by or against Sandoval County or any of the County's boards or agencies or its present or former officers or employees.

Plaintiff hereby represents that the person executing this General Release of Liability on its behalf, by signing below, is fully authorized to bind the Human Rights Defense Center to all of the terms and conditions hereof.

HUMAN RIGHTS DEFENSE CENTER

By: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*[Handwritten Signature]*  
*Paul Wright*  
*executive director*


ACKNOWLEDGEMENT

STATE OF Florida )  
 )  
 COUNTY OF Palm Beach ) ss.

SUBSCRIBED AND SWORN TO before me by Paul Wright  
 on this 24 day of February, 2020.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires:

 Daniel Marshall  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# GG095244  
 Expires 4/18/2021