**Settlement and Release Agreement**

This Settlement and Release Agreement ("Agreement") is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter ("Complainant"), of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Colorado \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and Victor Rodriguez padilla, hereinafter ("Defendant") of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Thornton, Colorado \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Complainant and Defendant are collectively referred to as "the Parties"). This Agreement is effective upon full execution.

**Recitals**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | A. | On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Complainant filed against Defendant a legal action in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, where it now bears the caption \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Plaintiff, vs. Victor Rodriguez padilla, Defendant, case number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the "Litigation"). |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | B. | In the action described above, Complainant sought compensation for various alleged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as well as various statutory penalties. |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | C. | Defendant denies and continues to deny in every particular the Claims (described below) of Complainant in connection with the action described above. |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | D. | The parties desire to bring the action described above to a conclusion, and to avoid the further costs and expenses incident to its prosecution and defense. The making of this Agreement shall not be deemed an admission of any liability or wrongdoing whatsoever on the part of Complainant or Defendant. |

Therefore, the parties agree as follows:

**AGREEMENT**

**Payments**

Defendant shall pay to Complainant $1,700.00 within 5 days of receipt by Defendant's counsel of this Agreement signed by Complainant and his attorney, by certified check all of which shall be mailed to Complainant's attorney, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The payment shall be deemed to include and settle all Claims in connection with this matter including attorney's fees, alleged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and statutory penalties.

Complainant shall execute the necessary documents and take all steps necessary to dismiss with prejudice the action described above.

**Release**

Complainant, on behalf of himself and his heirs, hereby releases and forever discharges as applicable Defendant and Defendant's parents, subsidiaries, franchisors, franchisees, and affiliated companies, and each of their former and present agents, directors, officers, employees, attorneys, and insurers, as well as their heirs and assigns (collectively "Releasees"), from any and all claims of any nature whatsoever, whether known or unknown and whether before a court or an arbitrator, which include but are not limited to, any and all claims between Complainant and Defendant in regards to Case: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and any other statutory or non-statutory tort or contractual claim; any claim of a violation of any federal, state, municipal, or local statute, ordinance, or regulation pertaining to the cause of the action (the "Claims"); that Complainant has and may hereafter have against Releasees because of any alleged acts or omissions whatsoever from the beginning of time to the date of the execution of this Agreement.

Complainant understands that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

**Confidentiality**

The parties agree all facts and circumstances surrounding the dispute resolved by this Agreement and the existence, terms, conditions, and negotiation of this Agreement shall be kept strictly confidential.

**Arbitration**

Any dispute arising out of an alleged breach of this Agreement, specifically including the confidentiality provision mentioned above, shall be settled by binding arbitration before the judicial arbitration and mediation services, the American Arbitration Association, or a similar arbitration service selected by the parties. The decision of the arbitrator shall be binding and conclusive. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**Litigation Costs and Attorney's Fees**

Complainant acknowledges that payment to him of the amount set forth in the paragraph title Payments above is for costs and full settlement of all Claims released herein. The parties shall each bear all other costs and expenses, including litigation costs and attorney's fees that they have and will incur up to and in the execution and administration of this Agreement.

**Representations and Warranties**

Complainant represents and warrants that there has been no assignment or transfer of any interest in the Claims that he may have against Releasees, and Complainant agrees to indemnify and hold Releasees harmless from any liability, demands, damages, costs, expenses, and attorney's fees incurred by Releasees as a result of any asserted interest in the Claims that he may now have or have had at any time against Releasees if such interest is acquired by assignment, transfer, or otherwise.

Complainant represents and warrants that he has not filed or instituted any claim before any court, administrative agency, arbitrator, or other tribunal against Releasees. Complainant further covenants that he shall not institute or maintain any other claim against Releasees arising from any facts occurring prior to the execution of this Agreement.

The parties agree that in the event of any dispute or proceeding concerning this Agreement, its validity, interpretation, enforcement, or breach, the prevailing party shall recover reasonable attorney's fees and costs in connection with any such dispute.

**Governing Law**

The parties agree that Colorado law shall govern the construction, interpretation, and enforcement of this Agreement.

**Severability**

The parties agree that if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**Entire Agreement**

The parties agree that this Agreement contains the entire Agreement of the parties hereto, and supersedes all other Agreements and understandings, whether written or oral, covering the subject matter hereof. The parties warrant that there are no representations, Agreements, arrangements, or understandings, oral or written, between them relating to the subject matter contained in this Agreement which are not fully expressed herein.

**Amendments or Modifications**

The parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments and modifications are in writing and signed by Complainant and by the president of Defendant.

**Attorney Explanation to Complainant and Defendant**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | A. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an attorney licensed to practice law in this state, has fully explained this Settlement and Release Agreement to Complainant, who in turn acknowledged an understanding of said Settlement and Release Agreement and the legal effect thereof prior to Complainant's signature below. |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | B. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an attorney licensed to practice law in this state, has fully explained this Settlement and Release Agreement to Defendant, who in turn acknowledged an understanding of said Settlement and Release Agreement and the legal effect thereof Defendants signature below. |

COMPLAINANT

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_Plaintiff\_Name\_Name\_ | Date: d\_Af\_Plaintiff\_Name\_Date\_ |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_Plaintiff\_Attorney\_Name\_Name\_ | Date: d\_Af\_Plaintiff\_Attorney\_Name\_Date\_ |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEFENDANT

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_Defendant\_Name\_Name\_ | Date: d\_Af\_Defendant\_Name\_Date\_ |

|  |  |
| --- | --- |
|  |  |
| Victor Rodriguez padilla | Date |

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_Defendant\_Attorney\_Name\_Name\_ | Date: d\_Af\_Defendant\_Attorney\_Name\_Date\_ |

|  |  |
| --- | --- |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date |