

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS that Marissa Anne Yarbrough, a minor and Andria Nicole Yarbrough, a minor, by and through their natural mother, Gina Estep, as Conservator and/or Guardian, the natural children of Clint Robert Yarbrough, Deceased; Marlo Yarbrough and Gloria Yarbrough, the natural parents of Clint Robert Yarbrough, Deceased; and Mario Yarbrough, Personal Representative of the Estate of Clint Robert Yarbrough, Deceased, (hereinafter "Releasers"), hereby enter into this Settlement Agreement and Release of all Claims ("Settlement Agreement") Maricopa County, a public entity; Maricopa County Sheriff's Office, a division of Maricopa County; Maricopa County Correctional Health Services, a division of Maricopa County; Sheriff Joseph Arpaio and Ava Arpaio, husband and wife; Maricopa County Board of Supervisors, the governing body of Maricopa County; Fulton Brock and Jane Doe Brock, husband and wife; Don Stapley and Jane Doe Stapley, husband and wife; Andrew Kunasek and Jane Doe Kunasek, husband and wife; Mary Rose Wilcox and John Doe Wilcox, husband and wife; John Hart, R.N. and Jane Doe Hart, husband and wife; Tammi Smith, R.N. and John Doe Smith, husband and wife; Joyce Ellington, R.N. and John Doe Ellington, husband and wife; Paula Gildersleeve and John Doe Gildersleeve, husband and wife; Julie Hall, L.P.N. and John Doe Hall, husband and wife; Officer Rudolph and Jane Doe Rudolph, husband and wife; Officer Taylor and Jane Doe Taylor, husband and wife; Robert Lieske and Jane Doe Lieske, husband and wife; Officer Pereira and Jane Doe Pereira, husband and wife; Officer Blakeman and Jane Doe Blakeman, husband and wife; Officer Stone and Jane Doe Stone, husband and wife; Officer Troth and Jane Doe Troth, husband and wife; Officer Sammons and Jane Doe Sammons, husband and wife; Sgt. Tijerina and John Doe Tijerina, husband and wife; Sgt. Reimus and Jane Doe Reimus, husband and wife; Sgt. Potter and Jane Doe Potter, husband and wife; Lt. Valle Jones and John Doe Jones, husband and wife; Lt. Paul Johnson and Jane Doe Johnson, husband and wife; Captain E. Lopez and Jane Doe Lopez, husband and wife; (Defendants) and all of their past, present, and future Board of Supervisors, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, heirs and assigns, and all other persons, firms, or corporations with whom any of them have been, are now, or may hereafter be affiliated (hereinafter collectively referred to as "Releasees").

RECITALS

A. Plaintiffs filed a complaint against Defendants in the Superior Court, County of Maricopa, State of Arizona, Cause No. CV-2006-017816, (the "Complaint" or "Lawsuit"), which Complaint arose out of certain alleged acts or omissions by Defendants. In the Complaint, Plaintiffs sought to recover monetary damages as a result of that certain occurrence on or about December 21, 2005, which they allege resulted in the death of decedent Clint Robert Yarbrough.

B. The Parties to this agreement desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of

all claims which are or might have been the subject of the Lawsuit, upon the terms and conditions set forth herein.

AGREEMENT

The Parties hereto hereby agree as follows:

1. Release, Discharge, and Indemnity.

In consideration of the payments called for herein, Releasors hereby completely **RELEASE, ACQUIT AND FOREVER DISCHARGE** Releasees of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, survival claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theories of recovery, and whether for compensatory or punitive damages, which Releasors now have, or which may hereafter accrue or otherwise be acquired on account of, or in any way growing out of, or which are the subject of the Lawsuit (and all related pleadings), including, without limitation, any and all known or unknown claims which now exist or may hereafter arise in favor of Releasors or their marital community estate, if any, in connection with the alleged injuries to Releasors arising from the Incident. This Settlement Agreement shall be fully binding and a complete settlement between Releasors and Releasees.

Releasors agree to **DEFEND, HOLD HARMLESS, AND INDEMNIFY** Releasees from and against all claims, demands, obligations, actions, causes of action, damages, costs and expenses of any other person or entity, claiming harm, damages or injury because of any injuries or damages received by Releasors from the events which form the basis of the Lawsuit regardless of cause, any fault, or negligent or grossly negligent acts or omissions of Releasees.

It is further understood and agreed that Releasors agree to **DEFEND, REIMBURSE, HOLD HARMLESS, AND INDEMNIFY** Releasees from any liability arising from (1) any subrogation claim to which Releasors' recovery may be subject; (2) liens for any compensation paid under any statute or regulation, state or federal; (3) medical payments due or claims to be due; (4) any attorney lien asserted by any prior legal representative; (5) any contract pertaining to the proceeds from the settlement referred to in this Settlement Agreement; and/or (6) all claims, liens, subrogation claims, obligations, actions, causes of action, damages, attorney's fees, costs and expenses of every kind that may ever be sought by anyone for any reason in any way related to the enforcement of any such claims, liens, actions, damages, fees, costs, or expenses.

Specifically, Releasors agree that Releasees are not responsible for payment of (1) any medical or mental health treatment required by Releasors as a result of or arising from the Incident which occurred on or about December 21, 2005; (2) any hospital liens that have been filed or may be filed for past medical expenses; (3) any claims for recovery for medical and health services and care that have been asserted or may be asserted by the United States of America pursuant to the Medical Care

Recovery Act, 42 U.S.C. § 2651 or pursuant to any other federal statute, rule, or regulation; (4) any subrogation lien; or (5) any bills, claims, and liens in any manner arising in favor of any health care provider who has provided medical or health care of any kind to Releasors.

Releasors agree to **DEFEND, HOLD HARMLESS, AND INDEMNIFY** Releasees from and against all such claims, liens, subrogation claims or liens, obligations, actions, causes of action, and damages, arising in favor of any health care provider who has provided medical and health care of any kind to Releasors. Releasors agree to fully pay and satisfy any and all such unpaid bills, liens, and claims. Releasors warrant that there exist no perfected medical liens in Maricopa County at the time of the execution of this Agreement. Releasors further agree to fully **DEFEND, REIMBURSE, HOLD HARMLESS AND INDEMNIFY** Releasees from all losses, damages, expenses, and costs, including but not limited to court costs, investigation expenses, and attorney's fees, which Releasees may incur in connection with any such bills, liens, or claims mentioned above regardless of cause, any fault, or negligent or grossly negligent acts or omissions of Releasees.

2. Payments.

In consideration of the Release set forth above, Defendants hereby agree to pay on behalf of all Releasees the gross sum of **TWO MILLION DOLLARS (\$2,000,000)**, Releasors, and their attorneys, Michael Manning. At Releasors' attorneys' request, and solely on the assurance that said attorneys shall be solely responsible for the appropriate distribution of said payment and that Releasors shall hold Releasees harmless for any and all actions or claims arising out of the distribution of said proceeds, the check shall be made payable to "Stinson, Morrison & Hecker L.L.P."

3. Distribution.

Distribution of the settlement proceeds shall be apportioned among Releasors on a basis chosen solely by Releasors, subject to Probate Court approval, and subject to the provisions of this Agreement.

4. General Release.

Releasors hereby acknowledge and agree that the Release set forth in Paragraph 1 hereof is a general release and expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, gross negligence or otherwise, and which, if known, would materially affect Releasors' decision to enter into this Settlement Agreement. Releasors further agree that they have accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than they believe. Releasors expressly warrant that they have

the legal, binding authority to enter into this Agreement and that all Releasors are acting as fiduciaries and/or statutory trustees on behalf of all beneficiaries who may have or had a claim arising out of the December 21, 2005, incident. It is understood and agreed by the Parties to this agreement that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of Releasees by whom liability is expressly denied.

5. Condition of Settlement

The Parties acknowledge that this Settlement Agreement is subject to the approval of the Board of Supervisors. This condition is material to the Settlement Agreement and without Board of Supervisor approval of the exact terms and conditions, this Agreement is null and void.

6. Delivery of Other Court Documents.

All Parties 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 Settlement Agreement. Releasors agree to obtain any and all necessary Probate Court approval for the Settlement Agreement and distribution of proceeds.

Upon Releasees' tender of the Two Million Dollar (\$2,000,000) payment to Counsel for Releasors, Counsel for Releasors agree to cooperate with counsel for Releasees in the execution and filing a Stipulation for Dismissal With Prejudice pertaining to all claims made against Defendants along with a proposed Order of Dismissal With Prejudice for execution by the Court.

7. Attorneys' Fees and Costs.

Each party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with the Lawsuit, this Settlement Agreement and the matters and documents referred to herein, the filing of the Stipulation for Dismissal With Prejudice pertaining to all claims made against Defendants arising out of the Lawsuit, and all related matters.

8. Warranty of Capacity to Execute Agreement.

Releasors represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, and that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it and that the Releasors are responsible for obtaining any necessary court approval, including Probate Court approval, on behalf of minor Releasees; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands,

obligations, or causes of action referred to in this Settlement Agreement. Further Releasors understand that this Agreement is intended to be a complete settlement of any and all claims made by any statutory plaintiff and/or beneficiary arising under A.R.S. § 12-611, *et seq.* Releasors agree that as signors to this Settlement Agreement, the warrant that they are statutory Plaintiffs under A.R.S. §12-611, *et seq.* and fiduciary for all proceeds arising out of the death of Decedent and agree that capacity is part of their fiduciary obligation that they will indemnify and hold harmless Releasees from any claims by any persons made to settlement proceeds paid by Releasees under this Settlement Agreement.

9. Entire Agreement and Successors In Interest.

This Settlement Agreement contains the entire agreement between Releasors and Releasees with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

10. Representation of Comprehension of Document.

In entering into this Settlement Agreement, Releasors represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Settlement Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by Releasors.

11. Confidentiality.

As a compromise and settlement of their disputes and differences, the terms and provisions of the settlement and the terms of this agreement, shall be, and remain, strictly confidential. Accordingly, the settlement amount and the terms of the settlement shall not be disclosed by Releasors, their attorneys, representatives, agents, etc. to any person, except that this agreement and its terms may be disclosed: as required by law or court order, to counsel, and accountants, and auditors of any of the Parties hereto only as necessary for the operation of business; and any action or proceeding where the existence of terms of the agreement are at issue, including but not limited to the probate action for approval of the settlement, on behalf of the minor Releasors provided that any such court action shall be closed and all pleadings and orders issued in connection with or as result of said court action be done so under seal and protective order; or by written agreement of the Parties hereto.

Releasees agree that neither they nor their attorneys or representatives shall reveal to any person or entity, including, but not limited to the news media, newspapers, Internet, television, radio or other publication, the terms of the settlement agreement and release and exhibits attached thereto, or any of the amounts, numbers or terms and conditions of such settlement. Releasors their attorneys and/or

representatives fully agree that they will neither publish nor disclose with the intent to have published the factual background of their allegations against Releasees except to the extent that such information has already been disclosed in public documents, but in no event may the Releasors re-publish, through any type of disclosure, discussion, reproduction, or make available in any way to the news media, newspapers, internet, televisions, radio or other publication any previously filed documents, with the Court or parties, related to this litigation. Releasees may be permitted to respond to public records requests for information allowed by law. A breach of this provision will entitle the Releasors to restitution of the monies paid as consideration for this Agreement

12. Governing Law.

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

13. Income Tax Consequences.

Releasors agree to indemnify, defend and hold Releasees harmless from and against any person or entity claiming rights from any purported assignment of any of the Settlement Agreement. The Parties agree and acknowledge that this is a settlement for damages based on Releasors' claims of alleged personal injuries, pain and suffering, and attorney's fees and costs and, therefore, Releasees are not making wage withholdings from the Settlement Amount. Releasors agree to pay any and all taxes and assessments that are or may become due and owing on account of the payment of the Settlement Amount, and to indemnify Releasees for any taxes and assessments (including but not limited to penalties or interest) that Releasees, or any of them, may be required to pay as a result of Releasors' failure to pay required taxes or other assessments on the Settlement Amount.

14. Effectiveness.

This Settlement Agreement shall become effective following its execution by Releasors and their attorneys. The Settlement Agreement has been duly executed in multiple originals.

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WITNESS OUR HANDS on this 26 day of 4-07, 2007.

Gina Estep
Gina Estep as Conservator and/or
Guardian for Marissa Anne Yarbrough
and Andria Nicole Yarbrough, Minors

STATE OF OKLAHOMA)
) ss.
County of Atoka)

On this 11 day of May, 2007, personally appeared GINA
ESTEP known to me to be the person whose name is subscribed on the foregoing
Settlement Agreement and Release of All Claims, and acknowledged to me that she
read and understood the same and she executed the same for the purpose and
consideration and in the capacities therein expressed.

David Yarbrough
Notary Public

My Commission Expires:

7/15/09
0100952

Mario Yarbrough
Mario Yarbrough, individually and as
Personal Representative of the Estate
of Clint Robert Yarbrough, Deceased

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 26th day of April, 2007, personally appeared
MARIO YARBROUGH known to me to be the person whose name is subscribed on the
foregoing Settlement Agreement and Release of All Claims, and acknowledged to me
that he read and understood the same and he executed the same for the purpose and
consideration and in the capacities therein expressed.

Alice M. Tallant
Notary Public

My Commission Expires:



