

Basic Terms of Settlement

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Court: Denver

Case Number:

[REDACTED] and [REDACTED]

vs.

[REDACTED]

1: Defendants to pay One Million, Six Hundred Twenty Five Thousand Dollars to Plaintiffs within two weeks of the dates listed below. The funds to be split as follows: [REDACTED] to receive \$875,000 and Both [REDACTED] and [REDACTED] to receive a combined \$750,000

2: This will be a full and final release by [REDACTED] and [REDACTED] of all claims that could have or did arise between the parties.

3: Plaintiffs shall indemnify and hold Defendants harmless for all liens, claims and subrogation interests. Plaintiffs and Plaintiffs's counsel shall retain the full amount of any known liens in counsel's trust account with payments to be made directly from that trust account to those interests in full satisfaction before the further release of these reserved funds.

Plaintiffs shall provide to Defendants' counsel documentation from lienholders stating that the lienholders will satisfy their subrogation interests through plaintiffs and their counsel and release defendants and their carriers from any claims before disbursement of any settlement funds can occur. If plaintiffs cannot provide this documentation, then defendants shall hold the full amount of the liens until provided with written confirmation from the lienholders of the amount they agree to accept as full satisfaction of their lien. At that time defendants will issue payment directly to the lienholders, with the remainder, if any, to plaintiffs and their attorneys.

4: Plaintiffs affirms they are not medicare or medicaid eligible and have not been eligible at any time during the treatment of injuries alleged from this case.

5: Suit to be dismissed with prejudice upon whichever is later; signing the agreement or final payment.

6: Plaintiffs to identify the full amount to be allocated to [REDACTED] in an amount not less than \$20,000. From that settlement \$10,000 will fund an annuity payable August 15th of [REDACTED] 18th birthday.

7: Plaintiffs to identify whether they will chose to fund any additional annuities on their behalf.

8: Upon notifying defendant's counsel whether there will be additional annuities funded and the final allocation of funds between [REDACTED] and [REDACTED] the defendants shall have one week to send a final agreement with those terms and breakout to the plaintiffs.

9: Upon the return of the executed final agreement to defendant's counsel, defendants shall have two weeks to fund any annuities and forward payment.

10: The funding of [REDACTED] settlement will occur within two weeks of probate approval.

11: Each party is to pay their own fees and costs.

12: [REDACTED] to draft formal documents by Monday, April 15, 2013. If formal documents are not signed within 30 days, these basic terms shall become the full and final agreement between the parties.

13: The parties understand that this document is a binding enforceable agreement and may be submitted to a court to prove the existence of the agreement or for enforcement.

Signed this Monday, April 1, 2013.

[REDACTED]

[REDACTED]

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Page# 1 of 2

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Case Number:

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vs.

██████████

1: Defendants to pay One Million, Six Hundred ²⁵Fifty Two Thousand Dollars to Plaintiffs within two weeks of the dates listed below. The funds to be split as follows: ██████████ to receive \$875,000 and Both ██████████ to receive a combined \$750,000

2: This will be a full and final release by ██████████ and ██████████ of all claims that could have or did arise between the parties.

3: Plaintiffs shall indemnify and hold Defendants harmless for all liens, claims and subrogation interests. Plaintiffs and Plaintiffs's counsel shall retain the full amount of any known liens in counsel's trust account with payments to be made directly from that trust account to those interests in full satisfaction before the further release of these reserved funds.

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