

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into as of the May 23, 2014 ("Effective Date"), by and between **Public Advocate of the United States ("Defendant PAUS")** and **Thomas Privitere and Brian Edwards ("Plaintiffs Privitere and Edwards")**.

RECITALS


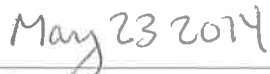

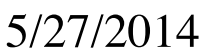

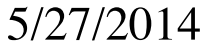
- A. In May 2012, Defendant PAUS issued political mailings to voters in Colorado. The mailers incorporated a photo of Plaintiffs Privitere and Edwards.
- B. Plaintiff Kristina Hill and Plaintiffs Edwards and Privitere filed a lawsuit, *Hill, et. al. v. Public Advocate of the United States, et. al.*, Civil Action No. 1:12-cv-02550-WYD-KMT (D. Colo.), bringing claims alleging that the photo was used without Plaintiff Edwards' or Privitere's permission or the authorization of the photographer who created the photo, Plaintiff Kristina Hill (the "Lawsuit").
- C. On March 31, 2014 the Court issued an order granting in part, and denying in part, Defendant PAUS' Motion to Dismiss (Dkt. 142). The Court's order dismissed the claim of Plaintiffs Edwards and Privitere, and denied the motion to dismiss with respect to the claim of Plaintiff Kristina Hill.
- D. On May 5, 2014, Defendant PAUS extended an Offer of Judgment to Plaintiff Kristina Hill, which offer was accepted on May 16, 2014.
- E. Defendant PAUS and Plaintiffs Edwards and Privitere now wish to enter into this Agreement to fully and finally end the Lawsuit.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Defendant PAUS and Plaintiffs Edwards and Privitere enter into the following Agreement.

AGREEMENT

1. **Mutual Release.** Defendant PAUS (and its officers, agents, subsidiaries, affiliates, insurers, assigns and other representatives) and Plaintiffs Edwards and Privitere (and their respective heirs, assigns and other representatives) hereby release, acquit, satisfy and forever discharge each other from all charges, claims, actions, rights, demands, debts, obligations, damages or accountings of whatever nature, in law or in equity, based upon any events, claims, actions or inactions that occurred prior to the Effective Date of this Agreement that relate to the subject of the Lawsuit.
2. **Waiver of Appeal.** Plaintiffs Edwards and Privitere waive their right to appeal the Court's order granting in part Defendant PAUS's Motion to Dismiss (Dkt. 142), and stipulate that they will not file a Notice of Appeal in the Lawsuit .
3. **Independent Counsel.** Defendant PAUS and Plaintiffs Edwards and Privitere acknowledge they have received independent legal advice from counsel, or have had the opportunity to seek advice from counsel, with respect to this Agreement.

4. No Payment. Defendant PAUS and Plaintiffs Edwards and Privitere agree no money will be exchanged between these parties as part of this settlement.
5. Legal Fees and Costs. Defendant PAUS and Plaintiffs Edwards and Privitere shall each be responsible for paying their own respective legal fees and costs incurred in connection with the Lawsuit. No party to the Lawsuit shall petition the court for an award of attorney's fees or costs.
6. Nonwaiver. No provision of this Agreement shall be adjudged waived unless any such waiver is signed by Defendant PAUS or Plaintiffs Edwards and Privitere, whomever the waiver is asserted against. The waiver by Defendant PAUS or Plaintiffs Edwards and Privitere of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
7. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable then any such provision shall be deemed severed from this Agreement and the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.
8. Entire Agreement. This Agreement constitutes the entire agreement between Defendant PAUS and Plaintiffs Edwards and Privitere with respect to the subject matter hereof. This Agreement may be modified only by a written amendment duly signed by Defendant PAUS and Plaintiffs Edwards and Privitere.
9. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of all parent companies, affiliates, subsidiaries, related companies, successors and assigns of Defendant PAUS and the heirs, successors and representatives of Plaintiff Edwards and Plaintiff Privitere.
10. Recitals. The recitals are made a part hereof.
11. Counterparts/delivery of signatures. This document may be executed in counterparts. Signatures may be delivered by email or facsimile and are effective once delivered to the same extent as an original signature.
12. Authority. Each of the undersigned signatories hereby represents and warrants that he or she has the authority to bind the entity or persons on whose behalf he or she is signing this Agreement.

	
Public Advocate of the United States	Date
	
Thomas Privitere	Date
	
Brian Edwards	Date