SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between Plaintiff Denise McIlvenna-Coca ("Plaintiff") and Katherine Garcia-Gallegos in her official capacity as Records Custodian for the City of Santa Fe ("City") in the request at issue in the operative Complaint. Plaintiff and Santa Fe Defendants are collectively referred to herein as "the Parties."

RECITALS

A. On October 17, 2024, Plaintiff filed a Complaint in the First Judicial District of New Mexico, Santa Fe County, D-101-CV-202402524, as amended in the First Amended Complaint filed January 6, 2025 (the "Lawsuit"). The Lawsuit arises from IPRA Request 21-5187 submitted by Plaintiff on October 8, 2021. Plaintiff asserted claims pursuant to the New Mexico Inspection of Public Record Act.

B. On November 13, 2024, Katherine Garcia-Gallegos was designated custodian of public records for Request 21-5187 and became successor to Greg Gurule, the initial designated records custodian.

C. The Parties desire to finally and fully resolve all past, present, and potential disputes, claims, and issues between Plaintiff, the City of Santa Fe's records custodian in this matter, and other parties named by Plaintiff in her Complaint and First Amended Complaint, relating to or arising out of the Lawsuit and litigation. As a result, the Parties have negotiated and entered into this Settlement Agreement in an effort to avoid further expense associated with protracted litigation. This Settlement Agreement is intended to resolve any dispute which may exist arising in any way out of IPRA Request 21-5187 by providing for certain payment in full settlement and discharge of all claims that are, or might have been, the subject matter of the Lawsuit, upon the terms and conditions set forth below.

AGREEMENT

The Parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the agreement set forth in Section 2, Plaintiff hereby and on behalf of her heirs, executors, administrators, successors and assigns completely releases and forever discharges Defendant Katherine Garcia-Gallegos, Cynthia "Cindy" Whiting, Julie Kenny, Roberto Romero, Amanda Randow, Andrew Padilla, Greg Gurule, and the City, and their respective officers, employees, agents, and representatives, whether known or unknown (collectively, "Santa Fe Defendants"), from any and all claims, demands, causes of action, damages, or liabilities arising out of or relating to IPRA Request 21-5187.

1.2 This release and discharge shall apply to Santa Fe Defendants, as well as past and present employees (including, but not limited to, records custodians), and agents, attorneys, insurers,

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and all other persons, affiliates, partners, predecessors and successors in interest, and assigns, subsidiaries, parent corporations, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated with the City defined in this paragraph are hereinafter collectively referred to as the "Released Parties."

1.3 This Settlement Agreement shall be a fully binding and complete settlement.

1.4 Plaintiff acknowledges and agrees that the release set forth above is a general release. In exchange for the consideration in section 2.0 below, Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which he does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which if known, would materially affect Plaintiff's decision to enter into this Settlement Agreement. Plaintiff further agrees that this Settlement Agreement is a complete resolution of disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than what he believes.

1.5 Plaintiff and his attorneys represent and warrant that all bills, costs, rights of reimbursement for any and all liens resulting from or arising out of the alleged claims, or lawsuit are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens of any kind that arise from or are related to payments made or services provided to him. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred related to his alleged damages, including without limitation, liens or other rights to payment. Plaintiff agrees to satisfy any and all claims for payments and liens arising out of the subject matter of this lawsuit from the proceeds of this settlement, including but not limited to attorney liens from his current attorneys and former attorneys he has retained or who hold a lien on this cause, if any, and any and all other liens or subrogation rights of any kind.

2.0 **Consideration**

a. The City to pay Plaintiff as follows: One Hundred Five Thousand Dollars and 00/100 cents ($105,000.00).

b. Plaintiff acknowledges and warrants that the City has provided all responsive records for Request 21-5187.

c. The Released Parties are Intended Beneficiaries of this Settlement Agreement.

3.0 **Attorneys' Fees**

Each party hereto shall bear all attorney's fees and costs arising from the actions of their own counsel in connection with the Lawsuit and this Settlement Agreement.

4.0 **Execution of Stipulated Dismissal**

Upon Plaintiff's receipt of the settlement payment, the Parties will execute a stipulated dismissal with prejudice. The Stipulation shall contain the Parties' agreement to dismiss the

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Complaint in its entirety, for all claims, with prejudice, with each side to bear their own attorneys' fees and costs.

5.0 Representations and Warranties

5.1 This Settlement Agreement is the result of negotiations between Parties who have obtained legal advice concerning the meaning and effect of this Settlement Agreement and had sufficient time to consider the meaning and effect of this Settlement Agreement.

5.2 Any person executing this Settlement Agreement represents that they have the full authority to enter into the terms and conditions of, and to execute this Settlement Agreement on behalf of the party for whom they are signing, irrespective of the competency of such party.

6.0 Warranty of Capacity to Execute Agreement

Plaintiff represents and warrants 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, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement; and that Plaintiff has 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.

7.0 No Admission by City of Santa Fe

The Parties understand and expressly agree that nothing contained in this Agreement shall be construed as an admission by City of Santa Fe of any liability or wrongdoing whatsoever, but this Settlement Agreement represents a compromise and settlement of Plaintiff's claims and an effort to avoid further litigation expenses. This Settlement Agreement and the fact of settlement of all claims arising or could have arisen from Plaintiff's Complaint and First Amended Complaint, including all negotiations, discussions, and proceedings connected with it, leading up to the settlement, as well as any action taken to carry out the terms of the settlement shall not constitute any admission of liability or give rise to any presumption or inference of any violation of any statute or law or of any fault, wrongdoing, or liability whatsoever.

Without limiting the foregoing, the Parties further agree that this Settlement Agreement does not manifest an acceptance of any of the factual or legal positions taken or asserted, relating in any way to the allegations made in the operative Complaint.

8.0 Governing Law

8.1 This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico. This Settlement Agreement is the result of negotiations between the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in, or not contained in, previous drafts of this Settlement Agreement shall have no bearing upon the proper interpretation of this Settlement Agreement. This Settlement Agreement shall be construed and interpreted to effectuate

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the intent of the Parties, which is to provide, through this Settlement Agreement, for a complete resolution of any and all claims arising out of Plaintiffs' Complaint, First Amended Complaint, and IPRA request 21-5187.

9.0 **Additional 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.

10.0 **Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between Plaintiff and City of Santa Fe with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, spouses, successors and assigns of each. The Released Parties other than the Parties are third party beneficiaries under this Settlement Agreement. This Settlement Agreement, as well as the documents contemplated hereunder to effectuate this Settlement Agreement, is a fully integrated document, containing the entire understanding among the Parties, and supersedes and integrates any prior understandings or written or oral agreements or negotiations among the Parties respecting the subject matter hereof.

11.0 **Confidentiality/Public Records Compliance**

The Parties agree that they shall not make voluntary public statements or disclosures regarding the specific negotiations leading to this Settlement Agreement or the terms resolving the claims asserted in the Action, except as may be required by law. Notwithstanding the foregoing, the Parties acknowledge and agree that the City of Santa Fe is a public body subject to the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 et seq. ("IPRA"), and other applicable federal and state laws governing public records and protections thereof.

Nothing in this Settlement Agreement shall be construed to limit, restrict, waive, or override the obligations of City of Santa Fe under IPRA or other applicable law, nor shall it require the City of Santa Fe to withhold, deny, or delay disclosure of any public record required to be disclosed by law. In the event any portion of this Settlement Agreement or related information is requested pursuant to IPRA or other lawful process, the City of Santa Fe shall respond in accordance with applicable law, and any confidentiality obligations set forth herein shall yield to such legal requirements.

This provision shall not prohibit either Party from making truthful statements required by law, court order, audit, or reporting obligations, or from consulting with legal counsel, insurers, auditors, or governmental oversight entities regarding this matter.

12.0 **Modifications and Amendments**

This Settlement Agreement shall not be amended or modified except as may be in writing and signed by all Parties to this Settlement Agreement.

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13.0 **Headings**

The headings used in this Settlement Agreement are used for convenience of reference only and do not constitute substantive matter to be considered in construing the terms of this Settlement Agreement.

14.0 **Recitals**

The Recitals set forth herein are incorporated as a part of this Settlement Agreement, and the Parties represent and warrant the truth of all that is contained in the Recitals, as it applies to the party so representing. The Parties agree that the covenants set forth herein are contractual and not mere recitals.

15.0 **Severability**

In the event that any portion of this Settlement Agreement is found to be unenforceable for any reason, the unenforceable provision(s) shall be considered to be severable. The remainder of this Settlement Agreement shall continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Settlement Agreement. Further, any Court considering any term alleged to be invalid, illegal, or unenforceable shall modify any challenged provision to the extent required to make it valid, legal, and enforceable and thereby give as much effect as possible to the intentions of the Parties to this Settlement Agreement, which is to provide, through this Settlement Agreement, for a complete resolution to any and all claims released in Section 1.0.

16.0 **Waiver**

No delay or failure by a party to exercise any right under this Settlement Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Settlement Agreement. No waiver of any terms of this Settlement Agreement shall constitute a waiver of any other terms, whether or not similar, nor shall any waiver be a continuing waiver.

17.0 **Tax Consequences**

Plaintiff acknowledges that Plaintiff is responsible for all tax obligations and consequences arising from this Settlement Agreement, and that City of Santa Fe has not advised Plaintiff as to any issue relating to the tax consequences attendant to this Settlement Agreement, and that Plaintiff agrees to indemnify and hold harmless City of Santa Fe and/or any of the Released Parties from all liens, actions or claims on the part of the Internal Revenue Service or any other tax authority in connection with such payment. This indemnity and hold harmless agreement will apply as to the full amount of all such liens, actions or claims, and all expenses incurred therewith.

18.0 **Counterparts and Facsimile**

This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of

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which shall together constitute one and the same instrument. Signatures of the Parties may be submitted *via* email or facsimile.

19.0 **Effectiveness**

This Settlement Agreement shall become effective immediately following execution by Plaintiff.

20.0 **Breach of Agreement**

The Parties shall have the right to bring a claim in a Court of competent jurisdiction to enforce this Settlement Agreement upon determining it has been breached. The prevailing party in an action to enforce the Settlement Agreement shall be entitled to attorneys' fees and costs.

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Denise Coca

Denise McIlvenna-Coca

Date: 06 / 12 / 2026

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

SUBSCRIBED AND SWORN TO before me this 12 day of June 2026, by Denise Coca.

Notary Public

My Commission Expires:

2-17-2027

ANNA GARCIA'
Notary Public - State of New Mexico
Commission # 1073813
My Comm. Expires Feb 17, 2027

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The City of Santa Fe

BRIAN MOYA

Brian Moya, Interim City Manager

Attest

Geralyn Cardenas, City Clerk

07/08/2026

Approved for Legal Sufficiency

Kevin L. Nault

Kevin L. Nault (Jun 30, 2026 15:36:04 MDT)

Kevin L. Nault, Assistant City Attorney

Approved for Finance

Monica Maestas, Finance Director

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