

**FULL AND FINAL RELEASE OF ALL  
CLAIMS AND INDEMNITY AGREEMENT**

1. In consideration of the Terms of Settlement as set forth below in paragraph 1.A., the receipt and sufficiency of which is hereby acknowledged, **JAIME BRAVO, JOE ESTRADA, ARLEN CRESPIAN, VERONICA HERNANDEZ, SERGIO ROBLEDO, REBECCA TELLES, and EMA MURILLO** (*hereinafter* referred to as Releasors), do hereby forever release, acquit and discharge **THE CITY OF LAS CRUCES, KEN MIYAGISHIMA, TERRENCE MOORE, THE LAS CRUCES POLICE DEPARTMENT and HARRY ROMERO, John Doe # 2, and Jane Doe # 2,** (*hereinafter* referred to as Releasees), and their present, future and former principals, partners, stockholders, agents, servants, employees, successors, assigns and insurers, and any other persons, firms or corporations, whether acting in concert with them or not, of and from any and all claims of whatever kind or nature which **Releasors** have or might have to date against Releasees, including any entitlement to attorneys' fees and costs pursuant to federal or state law, involving injuries to person or property, or both, whether known or unknown and whether developed or undeveloped, arising out of or resulting from or in any way incident to or attributable in whole or in part or in any manner to any incident(s) or act(s) arising before the date of entry of this Release, specifically limited to the allegations complained of in the case entitled **JAIME BRAVO, JOE ESTRADA, ADAM ORTIZ, EZEKIAL DIAZ, ELEE SILVA, ARLEN CRESPIAN, VERONICA HERNANDEZ, MARTHA MUÑOZ, SERGIO ROBLEDO, REBECCA TELLES, RON HERNANDEZ, JEREMY ROBLEDO and EMA MURILLO on behalf of themselves and a class of all similarly situated individuals, Plaintiffs, v. BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF DOÑA ANA, THE DOÑA ANA COUNTY DETENTION**

**CENTER, CHRISTOPHER BARELA in his individual and official capacities, THE CITY OF LAS CRUCES, KEN MIYAGISHIMA, in his official capacity, TERRENCE MOORE in his official capacity, THE LAS CRUCES POLICE DEPARTMENT, HARRY ROMERO in his official capacity, TODD GARRISON, in his official capacity, THE DOÑA ANA COUNTY SHERIFF'S OFFICE, and JOHN AND JANE DOES 1-10, Defendants, No. CIV**

**08-10 MV/KBM (D.N.M.)** and any claims that could have been brought in this lawsuit. **Releasors** further agree that they will dismiss any and all of the claims which they brought and could have brought against Releasees in the above-entitled and numbered cause of action with prejudice, including any and all class action claims.

A. Terms of Settlement.

1. Payment of the following:
  - a. Payment of \$150,000.00 to Jaime Bravo, Arlen Crespin, Joe Estrada, Veronica Hernandez, Sergio Robledo, Ema Murillo, and Rebecca Telles, inclusive of all claims for damages, attorney fees, costs and expenses.
  - b. Payment of \$0.00 to the class.
2. The LCPD has developed a specialized response system for responding to calls involving persons with mental illness. This system includes and will continue to include LCPD Crisis Intervention Team (CIT)-trained (or functional equivalent) response officers who receive specialized training in techniques for interventions with persons with mental disabilities available for deployment across all shifts. To this end:
  - a. The City of Las Cruces shall do everything within its lawful authority to have the Mesilla Valley Regional Dispatch Authority (MVRDA) provide

their dispatchers who dispatch calls to LCPD officers with 16 hours of specialized training in how to determine whether mental disability may be a factor in a call for service and how to use that information to dispatch the call to the appropriate responder. The parties have agreed that such training should include the “Crisis Intervention,” “Interactions with Persons Suspected of Suffering from Mental Illness,” and “Handling Suicidal Callers” courses offered by the New Mexico Department of Public Safety (NMDPS), or their functional equivalent, which would satisfy this requirement.

- b. Las Cruces will continue to provide all officers with the tools and training they need to respond appropriately to people identified as apparently having mental disabilities. Such training will include the following:
  - i. The LCPD will continue to provide its cadets with 40 hours of NMDPS-accredited instruction in crisis management, including courses in “Behavior Management and Crisis Intervention,” “Dispute Intervention/Conflict Management,” “Handling the Mentally Ill and Other Special Populations,” and “Suicide, Barricaded Persons, Hostage Situations, and Suicide By Police.” The lesson plans for these courses are attached as Exhibit 1 to this Agreement. Defendants shall provide plaintiffs with the training-related documentation they provide to the New Mexico Department of Public Safety (NMDPS), including documentation

that the training has occurred, how many officers have been trained, and any changes to the training materials.

- ii. The LCPD shall provide an NMDPS-accredited 40-hour CIT course each year to those officers who volunteer to undergo the training, such that CIT-trained officers are available for deployment across all shifts and throughout the City. The LCPD will participate in a consultation with Assistant Chief Harry Griffin of the San Antonio Police Department regarding methods to improve CIT training. To the extent possible, LCPD will share CIT training materials with Deputy Chief Griffin. Defendants shall provide plaintiffs with the training-related documentation they provide to the New Mexico Department of Public Safety (NMDPS), including documentation that the training has occurred, how many officers have been trained, and any changes to the training materials.
- iii. The LCPD shall provide its officers with 40 hours of in-service training bi-annually. As a part of this bi-annual in-service training, the LCPD will provide eight hours of NMDPS approved advanced in-service training regarding interactions with persons with mental illness to all of its officers. The training shall include role-playing and scenario-based training. LCPD will provide the lesson plans and other training-related documents to plaintiffs. Defendants shall provide plaintiffs with the training-related documentation

they provide to the New Mexico Department of Public Safety (NMDPS), including that the training has occurred, how many officers have been trained, and any changes to the training materials.

3. The LCPD CIT Sergeant will hold, at a minimum, quarterly meetings, or more often if needed, with all CIT officers and any other officers involved in a CIT-type event or call for service to review and evaluate such calls, discuss training successes/failures and methodologies for improvement. The CIT Sergeant will report on the meetings to the Deputy Chief of Operations.
4. The LCPD shall make appropriate changes to its policies and procedures to provide that:
  - a. The LCPD has not, does not, and will not target people who appear to have mental disabilities for questioning, intervention, or arrest; and
  - b. LCPD law enforcement officers have the training and authority to divert persons who appear to have a mental disability to available community mental health resources when responding to incidents involving such persons, as an alternative to arrest.
  - c. All policies and procedures shall be consistent with the International Association of Chiefs of Police (IACP) model policy entitled “Dealing with the Mentally Ill,” or the policy for interactions with mental illness promulgated by the Commission for Accreditation of Law Enforcement Agencies (CALEA).

d. The LCPD shall also consult at least monthly with other agencies and service providers, along with the other stakeholders from the mental disability community, to determine areas that need improvement.

5. Access to Community-Based Mental Health Resources:

The LCPD shall continue to participate in a monthly stakeholders' meeting, along with members of the County social services agencies and representatives from mental health providers, the judiciary, the district attorney's office, the public defender's office, individuals who use mental health services, family members of individuals who use mental health services, the New Mexico Behavioral Health Purchasing Collaborative, interested legislators, and other interested parties to discuss a strategic plan for an appropriate community mental health system in Doña Ana County. The LCPD and the other stakeholders will make their best efforts to identify, develop and implement a plan for Las Cruces and Doña Ana County to bring additional mental health resources to Las Cruces and Dona Ana County that may be pooled and used to provide sufficient opportunities for diversion of persons with mental illness from the criminal justice system, including the development of sufficient 24/7 mental health services. The preceding sentence does not obligate the City of Las Cruces to allocate or appropriate any financial or human resources to achieve the goals of the preceding sentence.

2. **Releasors** hereby acknowledge full settlement and satisfaction of any and all claims of whatever kind and character which they have, or may have against the Releasees, including any class action claims, by reason of the above-mentioned damages, losses or injuries. **Releasors**

further understand and agree that Releasees, by agreeing to this compromise and settlement, do not admit any liability of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise to avoid further expense of litigation and to terminate all controversy and/or claims against Releasees, of whatever nature, known or unknown, including further developments thereof in any way growing out of or connected with the incidents or matters described herein. Thus, **Releasors** further understand and agree that this settlement is not and cannot be construed as an admission of liability or as evidence of liability, of any nature whatsoever, on the behalf of the Releasees.

3. **Releasors** further understand that no representations of fact or opinion have been made by Releasees or by anyone on their behalf to induce this settlement, and that Releasees have made no agreement of any kind or promise to do or omit to do any act or thing not herein set forth.

4. **Releasors** expressly represent and declare that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by them or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained by them as a result of the aforesaid incidents are included in the Terms of Settlement set forth in this Full and Final Release of All Claims and Indemnity Agreement, including any entitlement to attorneys' fees and costs pursuant to federal or state law and that no further claims, of any kind, including class action claims, which have accrued to date can or will be made against Releasees.

5. **Releasors** do hereby declare and represent that in making this Full and Final Release of All Claims and Indemnity Agreement, it is understood and agreed that they rely wholly on their own judgment, belief and knowledge of the nature of the damages suffered by them, as well

as the liability questions involved, and that they have not been influenced to any extent whatsoever in making this Full and Final Release of All Claims and Indemnity Agreement by any representations or statements regarding any of the claims for damages by the Releasees or the persons, firms and corporations hereby released or any person representing or acting for them.

6. **Releasors** further understand and agree that the claims herein released are the claims described and set forth in paragraph 1 above.

7. **Releasors** further understand and agree that this instrument will constitute a complete and final discharge of any and all claims that **Releasors** have or may have against Releasees for damages to the person or property of **Releasors**, including but not limited to damages for violations of civil rights, if any; for damages for personal injury, if any; for past, present and future mental and physical anguish, if any; for pain and suffering, if any; for past, present and future loss of earnings and earning capacity, if any; for past, present and future physical and mental impairment or disability, if any; for loss of property, if any; for punitive or exemplary damages, if any; for interest, costs, and attorney's fees; and for any other claims, including class action claims, that **Releasors** have or may have resulting from or arising out of the incidents referred to in JAIME BRAVO, JOE ESTRADA, ADAM ORTIZ, EZEKIAL DIAZ, ELEE SILVA, ARLEN CRESPIAN, VERONICA HERNANDEZ, MARTHA MUÑOZ, SERGIO ROBLEDO, REBECCA TELLES, RON HERNANDEZ, JEREMY ROBLEDO and EMA MURILLO on behalf of themselves and a class of all similarly situated individuals, Plaintiffs, v. BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF DOÑA ANA, THE DOÑA ANA COUNTY DETENTION CENTER, CHRISTOPHER BARELA in his individual and official capacities, THE CITY OF LAS CRUCES, KEN



MIYAGISHIMA, in his official capacity, TERRENCE MOORE in his official capacity, THE LAS CRUCES POLICE DEPARTMENT, HARRY ROMERO in his official capacity, TODD GARRISON, in his official capacity, THE DOÑA ANA COUNTY SHERIFF'S OFFICE, and JOHN AND JANE DOES 1-10, Defendants, No. CIV 08-10 MV/KBM (D.N.M).

8. **Releasors** further understand and agree to indemnify and hold Releasees harmless against loss, including attorneys' fees, from any and every claim or demand of every kind and character, including claims for contribution, subrogation, and/or indemnity which may be asserted by or through **Releasors** by reason of the matters alleged in this lawsuit. This includes any action brought by the non-settling Plaintiff(s), if any, that is based on Releasors' liability to the non-settling Plaintiff(s), if any such claim was brought or could have been brought, arising out of the incidents described in JAIME BRAVO, JOE ESTRADA, ADAM ORTIZ, EZEKIAL DIAZ, ELEE SILVA, ARLEN CRESPIAN, VERONICA HERNANDEZ, MARTHA MUÑOZ, SERGIO ROBLEDO, REBECCA TELLES, RON HERNANDEZ, JEREMY ROBLEDO and EMA MURILLO on behalf of themselves and a class of all similarly situated individuals, Plaintiffs, v. BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF DOÑA ANA, THE DOÑA ANA COUNTY DETENTION CENTER, CHRISTOPHER BARELA in his individual and official capacities, THE CITY OF LAS CRUCES, KEN MIYAGISHIMA, in his official capacity, TERRENCE MOORE in his official capacity, THE LAS CRUCES POLICE DEPARTMENT, HARRY ROMERO in his official capacity, TODD GARRISON, in his official capacity, THE DOÑA ANA COUNTY SHERIFF'S OFFICE, and JOHN AND JANE DOES 1-10, Defendants, No. CIV 08-10 MV/KBM (D.N.M).

9. **Releasors** further understand and agree to indemnify and hold Releasees harmless against any and all damages and claims that **Releasors** lacked the capacity to enter into this Release or otherwise acted improperly in making this settlement and executing this Release, regardless of whether the Releasees may have been negligent or otherwise acted improperly.

10. **Releasors** understand and agree that **Releasors** alone are responsible for any and all past or outstanding bills or debts of whatever nature arising out of the incidents or events more particularly described in this Release and that **Releasors** alone are responsible for the proper disbursement of the funds paid to **Releasors** as may be required by applicable law and expressly releases Releasees from any and all obligations in this regard. **Releasors** further agree to indemnify and hold the parties released by this instrument harmless from any claims, causes of action, known or unknown, which could be asserted against the released parties by or through **Releasors**, including any action based on subrogation, as a result of the incidents or events giving rise to the Complaint filed by **Releasors** in **JAIME BRAVO, JOE ESTRADA, ADAM ORTIZ, EZEKIAL DIAZ, ELEE SILVA, ARLEN CRESPIAN, VERONICA HERNANDEZ, MARTHA MUÑOZ, SERGIO ROBLEDO, REBECCA TELLES, RON HERNANDEZ, JEREMY ROBLEDO and EMA MURILLO on behalf of themselves and a class of all similarly situated individuals, Plaintiffs .v. BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF DOÑA ANA, THE DOÑA ANA COUNTY DETENTION CENTER, CHRISTOPHER BARELA in his individual and official capacities, THE CITY OF LAS CRUCES, KEN MIYAGISHIMA, in his official capacity, TERRENCE MOORE in his official capacity, THE LAS CRUCES**

**POLICEDEPARTMENT, HARRY ROMERO in his official capacity, TODD GARRISON, in his official capacity, THE DOÑA ANA COUNTY SHERIFF'S OFFICE, and JOHN AND JANE DOES 1-10, Defendants, No. CIV 08-10 MV/KBM (D.N.M.).**

11. **Releasors** agree to use an unspecified portion of the settlement proceeds as set forth in paragraph 1.A.1. to promote awareness of mental health issues in the City of Las Cruces.

12. **Releasors** agree to issue a joint press release with Releasees regarding the settlement of this matter.

13. **Releasors** agree and acknowledge that they have been or are fully advised of the meaning and consequence of execution of the Full and Final Release of All Claims and Indemnity Agreement.

14. **Releasors** agree and acknowledge that the Full and Final Release of All Claims and Indemnity Agreement and its terms are contractual and not a mere recital and that the parties to the Release of Liability and Settlement Agreement agree that it shall be final and binding.

15. This Full and Final Release of All Claims and Indemnity Agreement constitutes the entire agreement of the parties.

Guardian ad Litem for Plaintiff Arlen Crespín

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Maria Laverde  
Guardian ad Litem for Plaintiff Veronica Hernandez

Reviewed by:


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PROTECTION & ADVOCACY SYSTEM  
Nancy Koenigsberg  
Attorney for Plaintiffs



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ACLU OF NEW MEXICO  
George Bach  
Attorney for Plaintiffs



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LAW OFFICE OF PETER CUBRA  
Peter Cubra  
Attorney for Plaintiffs

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LILLEY LAW OFFICES  
Michael W. Lilley  
Attorney for Plaintiffs

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THE JUDGE DAVID L. BAZELON CENTER FOR MENTAL HEALTH LAW  
Ira A. Burnim  
Attorney for Plaintiffs

JAIME BRAVO HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I SWEAR UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Jaime Bravo

STATE OF NEW MEXICO        )  
  ) ss.  
COUNTY OF DONA ANA        )

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this \_\_\_\_ day of March 2009, by Jaime Bravo.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

JOE ESTRADA HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I SWEAR UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

  
\_\_\_\_\_  
Joe Estrada


STATE OF NEW MEXICO        )  
  ) ss.  
COUNTY OF DONA ANA        )

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this 20 day of <sup>March</sup>~~March~~ 2009, by Joe Estrada.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

ARLEN CRESPIN HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I SWEAR UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

  
Arlen Crespin 4/27/09


STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF DONA ANA )

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this \_\_\_ day of April 2009, by **Arlen Crespin**.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

VERONICA HERNANDEZ HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I SWEAR UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

  
~~Veronica Hernandez~~ Veronica Hernandez 4/28/09

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF DONA ANA )

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this \_\_\_ day of April 2009, by **Veronica Hernandez**.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

SERGIO ROBLEDOS HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I SWEAR UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Sergio Robledo  
Sergio Robledo 4/27/09

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF DONA ANA )

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this \_\_\_ day of April 2009, by **Sergio Robledo**.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

REBECCA TELLES HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I SWEAR UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Rebecca R Telles  
Rebecca Telles 4/27/09

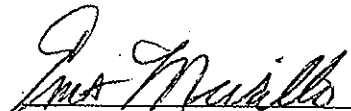
STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF DONA ANA )

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this \_\_\_ day of April 2009, by **Rebecca Telles**.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

EMA MURILLO HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I SWEAR UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

  
Ema Murillo 13 May 2009

STATE OF NEW MEXICO         )  
  ) ss.  
COUNTY OF DONA ANA         )

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this \_\_\_ day of April 2009, by **Ema Murillo**.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

Approved by:

\_\_\_\_\_  
Ben Longwill  
Guardian ad Litem for Plaintiff Arlen Crespín

\_\_\_\_\_  
Maria Laverde  
Guardian ad Litem for Plaintiff Veronica Hernandez



Guardian ad Litem for Plaintiff Arlen Crespín

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Maria Laverde  
Guardian ad Litem for Plaintiff Veronica Hernandez

Reviewed by:

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PROTECTION & ADVOCACY SYSTEM  
Nancy Koenigsberg  
Attorney for Plaintiffs

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ACLU OF NEW MEXICO  
George Bach  
Attorney for Plaintiffs

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LAW OFFICE OF PETER CUBRA  
Peter Cubra  
Attorney for Plaintiffs

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LILLEY LAW OFFICES  
Michael W. Lilley  
Attorney for Plaintiffs



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FOR THE JUDGE DAVID L. BAZELON CENTER FOR MENTAL HEALTH LAW  
Ira A. Burnim  
Attorney for Plaintiffs