

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT and RELEASE (hereinafter "Agreement"), is made and entered into this 30th day of July, 2014, by and between COCHISE COUNTY (hereinafter "COUNTY"), a political subdivision of the State of Arizona, SAINT BERNADETTE BURICK (hereinafter "BURICK"), an attorney licensed by the State Bar of Arizona, and BERNADETTE BURICK, ATTORNEY AT LAW, L.L.C. (hereinafter "BURICK L.L.C."), a limited liability corporation authorized to do business in the State of Arizona.

RECITALS

WHEREAS the COUNTY, under the authority of Arizona Revised Statute section 11-251(14), filed an action alleging breach of contract against BURICK and BURICK L.L.C. on December 12, 2013, in the Justice Court of the State of Arizona, in and for the County of Cochise Precinct 1, Cause Number CV201300246 (hereinafter "Action"); and

WHEREAS BURICK is the sole owner/operator of BURICK, L.L.C.; and

WHEREAS the Action arose from an Indigent Defense Contract Counsel Agreement, Contract No. 11-02-CAO-01, between the PARTIES with an effective date of July 24, 2012; and

WHEREAS the damages alleged in the Action by the COUNTY total \$5,964.00; and

WHEREAS the parties now wish to resolve, settle and compromise the Action to avoid further litigation and additional costs,

COVENANTS

NOW, THEREFORE, the parties agree hereto as follows:

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1. The parties hereby release any and all past, present, and future claims, rights, and causes of action arising from the Indigent Defense Contract Counsel Agreement;
2. The parties will bear their own attorneys' fees and costs arising from the Action;
3. The reasonable and fair monetary settlement amount to resolve this Action is \$2,982.00;
4. BURICK and BURICK L.L.C. shall make consecutive monthly payments of \$124.25 for a period of 24 months to pay off the settlement amount of \$2,982.00. Payments shall be made payable to "COCHISE COUNTY" and shall be mailed or hand-delivered by no later than the 20th day of each month to:

The Office of the Indigent Defense Coordinator
1415 Melody Lane
Bisbee, Arizona 85603

5. The monthly payments shall begin no later than the month following that month in which the last party signs this AGREEMENT. For example, if the last party signs this agreement during the month of October, 2014, then the monthly payments shall begin in the month of November, 2014.
6. BURICK and BURICK, L.L.C. shall be jointly and severally liable for making the monthly payments described in paragraph four above.
7. The failure of BURICK and BURICK, L.L.C. to make the monthly payments described in paragraph four above shall constitute a breach of this Agreement.
8. This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.
9. In the event any disputes or controversies arise from this Agreement, the party or parties prevailing in a Court of competent jurisdiction shall be entitled to receive reasonable attorneys' fees and costs as determined by the Court.

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COCHISE COUNTY

Patrick Call, Chairperson of the
Board of Supervisors

Date

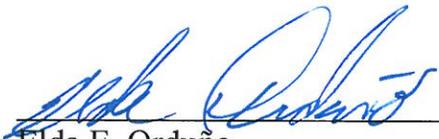
ATTESTED:

Arlethe Rios, Clerk of the Board

Date

APPROVED AS TO FORM:

COCHISE COUNTY ATTORNEY



Elda E. Orduño
Deputy County Attorney

7/2/2014
Date

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