

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, Colorado 80202</p>	<p><input type="checkbox"/> COURT USE ONLY <input type="checkbox"/></p>
<p>PLAINTIFFS: Anthony Lobato, et al.</p> <p>and</p> <p>PLAINTIFF-INTERVENORS: Armandina Ortega, et al.</p> <p>vs.</p> <p>DEFENDANTS: The State of Colorado, et al.</p>	
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**JOINT NOTICE OF MUTUAL WAIVER AND RELEASE OF ATTORNEYS' FEES
AND COSTS**

The parties hereby provide notice to the Court that they have executed a mutual waiver and release of attorneys' fees and costs. The written agreement is attached to this notice so that it may become part of the record of filings in this case.

DATED: January 27, 2012

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s/Kathleen J. Gebhardt

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s/David G. Hinojosa

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For Defendants:

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Attorney General

s/ Jonathan P. Fero
JONATHAN P. FERRO, 35754
Assistant Solicitor General

CERTIFICATE OF SERVICE

This is to certify that I have duly served the within **JOINT NOTICE OF MUTUAL WAIVER AND RELEASE OF ATTORNEYS' FEES AND COSTS**, and the attachment, upon all parties herein by depositing copies of same in the United States mail, first-class postage prepaid, at Denver, Colorado, this 27th day of January, 2012 addressed as follows:

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s/Doreen Ramos
Doreen Ramos

EXHIBIT A

MUTUAL WAIVER AND RELEASE OF ATTORNEYS' FEES AND COSTS

Plaintiffs:

Anthony Lobato, as an individual and as parent and natural guardian of **Taylor Lobato** and **Alexa Lobato**; **Denise Lobato**, as an individual and as parent and natural guardian of **Taylor Lobato** and **Alexa Lobato**; **Miguel Cendejas** and **Yuri Cendejas**, individually and as parents and natural guardians of **Natalia Cendejas** and **Salma Cendejas**; **Pantaleón Villagomez** and **Maria Villagomez**, as individuals and as parents and natural guardians of **Chris Villagomez**, **Monique Villagomez** and **Angel Villagomez**; **Linda Warsh**, as an individual and as parent and natural guardian of **Adam Warsh**, **Karen Warsh** and **Ashley Warsh**; **Herbert Conboy** and **Victoria Conboy**, as individuals and as parents and natural guardians of **Tabitha Conboy**, **Timothy Conboy** and **Keila Barish**; **Terry Hart**, as an individual and as parent and natural guardian of **Katherine Hart**; **Larry Howe-Kerr** and **Anne Kathleen Howe-Kerr**, as individuals and as parents and natural guardians of **Lauren Howe-Kerr** and **Luke Howe-Kerr**; **Jennifer Pate**, as an individual and as parent and natural guardian of **Ethan Pate**, **Evelyn Pate** and **Adeline Pate**; **Robert L. Podio** and **Blanche J. Podio**, as individuals and as parents and natural guardians of **Robert T. Podio** and **Samantha Podio**; **Tim Hunt** and **Sabrina Hunt**, as individuals and as parents and natural guardians of **Darean Hunt** and **Jeffrey Hunt**; **Doug Vondy**, as an individual and as parent and natural guardian of **Hannah Vondy**; **Denise Vondy**, as an individual and as parent and natural Guardian of **Hannah Vondy** and **Kyle Leaf**; **Brad Weisensee** and **Traci Weisensee**, as individuals and as parents and natural guardians of **Joseph Weisensee**, **Anna Weisensee**, **Amy Weisensee** and **Elijah Weisensee**; **Stephen Topping**, as an individual and as parent and natural guardian of **Michael Topping**; **Debbie Gould**, as an individual and as parent and natural guardian of **Hannah Gould**, **Ben Gould** and **Daniel Gould**; **Lillian Leroux Snr.**, as an individual and natural guardian of **Lillian Leroux III**, **Ashley Leroux**, **Alixandra Leroux** and **Amber Leroux**; **Theresa Wrangham**, as an individual and natural guardian of **Rachel Wrangham**; **Lisa Calderon**, as an individual and natural guardian of **Savannah Smith**; **Jessica Spangler**, as an individual and natural guardian of **Rider Donovan Spangler**

and

Jefferson County School District No. R-1; **Colorado Springs School District No. 11**, in the County of El Paso; **Bethune School District No. R-5**; **Alamosa School District, No. RE-11J**; **Centennial School District No. R-1**; **Center Consolidated School District No. 26JT**, of the Counties of Saguache and Rio Grande and Alamosa; **Creede Consolidated School District No. 1** in the County of Mineral and State of Colorado; **Del Norte Consolidated School District No. C-7**; **Moffat, School District No. 2**, in the County of Saguache and State of Colorado; **Monte Vista School District No. C-8**; **Mountain Valley School District No. RE 1**;

North Conejos School District No. RE1J; Sanford, School District No. 6, in the County of Conejos and State of Colorado; Sangre de Cristo School District, No. RE-22J; Sargent School District No. RE-33J; Sierra Grande School District No. R-30; South Conejos School District No. RE10; Aurora, Joint School District No. 28 of the Counties of Adams and Arapahoe; Moffat County School District Re: No. 1; Montezuma-Cortez School District No. RE-1; and Pueblo, School District No. 60 in the County of Pueblo and State of Colorado;

Plaintiff-Intervenors:

Armandina Ortega, individually and as next friend for her minor children S. Ortega and B. Ortega; Gabriel Guzman, individually and as next friend for his minor children G. Guzman, Al. Guzman and Ar. Guzman; Robert Pizano, individually and as next friend for his minor children Ar. Pizano and An. Pizano; Maria Pina, individually and as next friend for her minor children Ma. Pina and Mo. Pina; Martha Lopez, individually and as next friend for her minor children S. Lopez and L. Lopez; M. Payan, individually and as next friend for her minor children C. Payan, I. Payan, G. Payan and K. Payan; Celia Leyva, individually and as next friend for her minor children Je. Leyva and Ja. Leyva; and Abigail Diaz, individually and as next friend for her minor children K. Saavedra and A. Saavedra;

Defendants:

The State of Colorado; the Colorado State Board of Education; Robert K. Hammond, in his official capacity as Commissioner of Education of the State of Colorado; and John Hickenlooper, in his official capacity as Governor of the State of Colorado.

This Mutual Waiver and Release of Attorneys' Fees and Costs (hereinafter, the "Waiver") is being entered into this 27th day of January, 2012 (hereinafter, the "Effective Date"), by and between all of the above-named Plaintiffs, Plaintiff-Intervenors, and Defendants (collectively, the "Parties").

RECITALS

WHEREAS, Plaintiffs and Plaintiff-Intervenors filed suit against Defendants in the District Court for the City and County of Denver, Colorado, case number 05CV4794 (hereinafter, the "Case"), and

WHEREAS, the Parties had reserved their rights to recover from the other any attorneys' fees and costs permitted by law, and

WHEREAS, the Parties now agree to mutually waive, release, and discharge any and all right each party may have, now or in the future, for the recovery of any and all attorneys' fees and costs allowable by law according to the terms set forth in this Waiver without admissions of any claim, liability or wrongdoing, and without relinquishment of any form of relief so ordered or so entitled in this Case other than attorneys' fees and costs, and

IN CONSIDERATION of the mutual and unilateral covenants and promises contained within this Waiver, the Parties agree as follows:

OBLIGATIONS OF THE PARTIES

1. **MUTUAL WAIVER AND RELEASE.** The Parties, including any and all of their current and former employees, officials, agents, attorneys, affiliates, successors, and assigns, hereby forever waive and release any and all claim, liabilities, expenses, and/or damages which the Parties may have or may assert, now or in the future, for the recovery of any and all costs and attorneys' fees related to the Case and any appeal in the Case, which may have accrued prior to the Effective Date of this Waiver or may accrue subsequent to the Effective Date of this Waiver. This waiver and release includes, but is not limited to, the Defendants' appeal of the trial court's December 2011 order in the Case and any subsequent remand proceedings and/or appeals in the Case.

2. COVENANT NOT TO COLLECT ATTORNEYS' FEES AND COSTS. The Parties further agree and covenant that they have not and will not move or otherwise attempt to recover any attorneys' fees and/or costs, and the Parties have not and will not file or re-file any motion, lawsuit, claim, at law or in equity, whether before a court of law or an administrative agency, related to the recovery of any attorneys' fees and/or costs that may have accrued or may accrue, now or in the future, in any way related to the Case or any prior or subsequent appeal in the Case.

3. EXCLUSIONS. This Waiver shall not apply to any sanctions that may be sought or may be imposed under C.R.C.P. 37.

GENERAL PROVISIONS

4. NO ADMISSION TO ANY CLAIM. The Parties, by entering into this Waiver, do not admit to any impropriety, wrongdoing, claim, or liability of any kind whatsoever. The Parties agree that this Waiver does not constitute evidence of or an admission of any liability, omission, claim, or wrongdoing of any kind by any party, or any employees, officials, agents or attorneys of any party. This Waiver shall not be offered or received into evidence or otherwise filed or lodged in any proceeding against any party except as may be necessary to prove and enforce its terms.

5. INTEGRATION. The Parties understand, acknowledge and agree that this Waiver constitutes the entire agreement of the Parties regarding the subject matter referred to herein. The Parties understand, acknowledge and agree that the terms of this Waiver are contractual in nature and not mere recitals. As such, the Parties understand, acknowledge and agree that this Waiver is fully integrated and supersedes all previous oral or written agreements of the Parties.

6. BINDING EFFECT. This Waiver shall inure to the benefit of, and be binding upon, the successors, assigns and heirs of the Parties and shall be binding upon all Plaintiffs, Plaintiff-Intervenors, and Defendants who have, are, or will be named, now or in the future, in the Case. The Parties agree to notify and otherwise advise all future named Plaintiffs, Plaintiff-Intervenors, and Defendants of this Waiver and its binding effect.

7. GOVERNING LAW. This Waiver is entered into in Colorado, and shall be governed by the laws of the State of Colorado, and shall be enforceable in accordance with its terms only in the state courts of Colorado.

8. HEADINGS. The headings used in this Waiver are for the convenience of the Parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Waiver.

9. SEVERABILITY. If any provision of this Waiver should be declared to be unenforceable, then the remainder of this Waiver shall continue to be binding upon the parties.

10. EXECUTION IN COUNTERPARTS OR BY FACSIMILE OR BY E- MAIL. This Waiver may be executed in counterparts or with signatures obtained via facsimile transmission or electronic mail, each of which shall have full force and effect upon execution by all parties to this Waiver.

11. AMENDMENT. This Waiver may not be amended except in a writing setting forth such amendment and executed by all Parties.

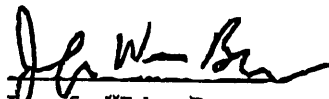
12. OPEN RECORDS REQUIREMENTS. This Waiver will be filed with the District Court for the City and County of Denver, Colorado in case number 05CV4794. Furthermore, this Waiver is not confidential. The Parties understand and agree that Defendants are bound by applicable public disclosure laws, including without limitation, the provisions of C.R.S. §24-72-101, et seq. (2011) (Colorado Open Records Act), as presently or subsequently amended, and that Defendants may be required to disclose this Waiver, in its entirety, if requested to do so under such statutes.

CAUTION: THIS IS A WAIVER AND RELEASE. READ BEFORE SIGNING.

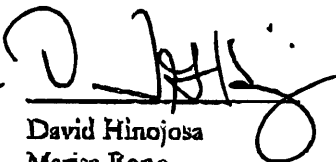
By our signatures below, we affirm on behalf of the respective parties that the terms above reflect the agreement of the parties, so executed this 27th day of January, 2012.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

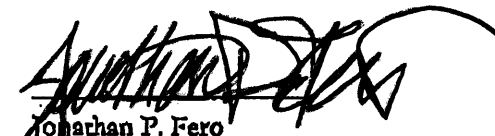
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