

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into this 19th day of January, 2024, by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Sheriff’s Office and its employees (“County”) and Carter Logan and Grayson Logan (“Claimants”), each being a “Party” and collectively, the “Parties.”

### **RECITALS**

WHEREAS, on August 8, 2023, Douglas County Sheriff’s Office deputy Scott Bird, among other deputies, detained Claimants in Highlands Ranch in connection with an investigation into a vehicle that was believed to be stolen (the “Incident”); and

WHEREAS, on October 5, 2023, Claimants, through their counsel, contacted the County, asserting various potential claims arising from the Incident (“Claims”) and making enquiry with respect to said Claims and the potential for pre-litigation settlement of said Claims; and

WHEREAS, on January 3, 2023, the Parties participated in a mediation conducted by retired U.S. Magistrate Kristin Mix through the Judicial Arbiter Group; and

WHEREAS, Claimants desire to settle any and all Claims they may have against the County arising out of or related to the Incident, including all claims asserted or that could have been asserted against the County or its employees.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Release. Claimants hereby release, acquit, and forever discharge the County, including its present and former commissioners, officials, officers, directors, employees and agents, and their insurers, attorneys, agents, successors, heirs and assigns, from any and all liabilities, claims, causes of action, demands, suits, proceedings, charges, expenses, losses, damages, whether compensatory, consequential, incidental, punitive or otherwise, judgments, liens, indebtedness, compensation, costs, litigation expenses and fees, attorneys’ fees and interest of any kind or nature, known or unknown, suspected or unsuspected, at law or in equity, in any way resulting from or arising out of the Incident, including but not limited to all claims asserted or that could have been asserted in the Claims (the “Released Claims”). Claimants acknowledge and agrees that their release of the Released Claims shall be binding on them as well as any agents, attorneys, insurers, employers, heirs, executors, administrators, lien holders and assigns, and any and all other persons or entities which have or which may have any claim on behalf of Claimants or be entitled to share in any settlement thereof.

2. Unknown Claims. Claimants acknowledge and agree that a portion of the consideration for the releases contained herein is being given to compromise and fully and finally release any unknown claims, losses, injuries, costs, expenses and damages which either may have occurred in the past and are not yet known or which may occur in the future and are not presently known with respect to the Incident. Claimants acknowledge and agree that they has had the

opportunity to confer with counsel and that they knowingly and voluntarily assume the risk of any mistake of fact, either mutual or unilateral, with respect to the same, and that they shall not, under any circumstances, seek to assert further claims themselves or on behalf of any agents, attorneys, insurers, employers, heirs, executors, administrators, lien holders and assigns as against the persons and entities released herein.

3. Indemnity. Claimants agree to indemnify and hold the County harmless and defend the County from any and all actions and/or claims brought by any third party seeking contribution, indemnification, reimbursement, subrogation, or payment for any claim, lien or judgment recovered or asserted related to the Claim.

4. Payment. The County shall pay to Claimants the total amount of Three Hundred Fifty Thousand Dollars (\$350,000) ("Settlement Payment"). The Settlement Payment shall be made by check made payable to Rathod, Mohamedbhai LLC. Prior to issuance of the Settlement Payment, Claimants shall provide to the County, through counsel, a completed IRS form 1099 regarding the payment. Claimants assume all responsibility for any tax consequences associated with the Settlement Payment and are solely responsible for appropriately reporting the payment for tax purposes and for paying any State or Federal taxes due as a result of the payment.

5. No Admission. Claimants acknowledge and agree that payment of the Settlement Payment is in full settlement of and is a compromise of disputed claims. Neither this Agreement nor any discussions or proceedings relating to settlement of the Released Claims are to be considered, interpreted or construed as an admission or acknowledgement of liability by the County, including but not limited to its officers and employees. Claimants understand that the County, including but not limited to its officers and employees, denies any liability, fault or responsibility in connection with the Incident and expressly denies any liability in this matter.

6. Construction. All Parties acknowledge and agree that they have conferred with their counsel concerning the terms of this Agreement to the full extent they deem necessary to a full understanding of its terms and that they have participated in the drafting of the Agreement such that the doctrine of construing ambiguous terms against the drafter shall not apply.

7. Authority. Each of the Parties represents and warrants that they have the full right and authority to enter into this Agreement in the capacities and to the full extent set forth herein.

8. Recitals. The Recitals to this Agreement are incorporated herein.

9. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado.

10. Severability. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

11. Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement with respect to the subject matter set out herein

and that no promise, inducement or agreement has been made that is not set forth herein. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by each of the Parties.

12. Counterparts. This Agreement may be executed in counterparts. A set of counterpart copies which collectively contain the signature and acknowledgement of all Parties shall be deemed to constitute a complete original.

*[Remainder of page intentionally left blank; signature pages follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

*Carter Logan*

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Carter Logan

DATE: 1/23/2024

*Grayson Logan*

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Grayson Logan

DATE: 01/21/2024

**APPROVED AS TO LEGAL FORM:**

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**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**

BY: \_\_\_\_\_  
George Teal, Chair

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kristin Randlett, Deputy Clerk

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Andrew Copland                      Date  
Director of Finance

\_\_\_\_\_  
Kelly Dunnaway                      Date  
Deputy County Attorney