

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into this \_\_\_\_ day of January, 2025, by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Anthony Spurlock, Julie Patel and John Doe (“Defendants”) and Matthew Arnold (“Plaintiff”), each being a “Party” and collectively, the “Parties.”

### **RECITALS**

WHEREAS, on January 13, 2020, Douglas County Human Services took custody of Plaintiff’s children after a report had been made by Plaintiff’s ex-wife alleging domestic violence (the “Incident”); and

WHEREAS, at a hearing on October 21, 2020, the Douglas County District Court found no credible evidence to support allegations of domestic violence or child abuse by Plaintiff; and

WHEREAS, Plaintiff filed suit in United States District Court for the District of Colorado, case number 1:22-cv-00026, asserting claims against the Defendants arising from the Incident (“Lawsuit”); and

WHEREAS, the Parties desire to settle any and all Claims Plaintiff may have against the Defendants arising out of or related to the Incident, including all claims asserted or that could have been asserted against the Defendants.

### **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. Plaintiff hereby releases, acquits, and forever discharges the Defendants, 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”). Plaintiff acknowledges 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 Plaintiff or be entitled to share in any settlement thereof.

2. Unknown Claims. Plaintiff acknowledges and agrees 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. Plaintiff acknowledges and agrees that he has had the

opportunity to confer with counsel and that he knowingly and voluntarily assume the risk of any mistake of fact, either mutual or unilateral, with respect to the same, and that he 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. Plaintiff agrees to indemnify and hold the Defendants harmless and defend the Defendants 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 Defendants shall pay to Plaintiff the total amount of Ninety Thousand Dollars (\$90,000) and Fifty-nine Thousand (\$59,000) to his attorney (“Settlement Payment”). The Settlement Payment shall be made by checks made payable to Matthew Arnold, and Robert Liechty PC COLTAF, respectively. Prior to issuance of the Settlement Payment, Plaintiff shall provide to the Defendants, through counsel, a completed IRS form 1099 regarding the payment. Plaintiff assumes 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. Plaintiff acknowledges and agrees 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 Defendants, including but not limited to its officers and employees. Plaintiff understands that the Defendants, 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. Similarly, Defendants acknowledge that nothing contained herein shall be construed as an acknowledgement of any wrongdoing on Plaintiff’s part.

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.

\_\_\_\_\_  
Matthew Arnold

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Robert Liechty, Attorney for Plaintiff (Date)

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

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

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

**ATTEST:**

\_\_\_\_\_  
Hayley Hall, Deputy Clerk

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

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

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