

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into this \_\_\_\_ day of April, 2026, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (“County”) and Joshua Skinner (“Plaintiff”), each being a “Party” and collectively, the “Parties.”

### **RECITALS**

WHEREAS, on July 31, 2023, Plaintiff was arrested by Douglas County Sheriff’s Office deputy Matthew Beaudin (the “Incident”); and

WHEREAS, on July 30, 2025, Plaintiff filed a lawsuit against Matthew Beaudin (“Defendant”), captioned *Joshua Skinner v. Matthew Beaudin*, Case No. 25-CV-02352-CNS-STV in the United States District Court for the District of Colorado (the “Litigation”), seeking damages in connection with the same; and

WHEREAS, Plaintiff desires to settle any and all claims he 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 in the Litigation.

### **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 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 Litigation (the “Released Claims”). Plaintiff acknowledges and agrees that his release of the Released Claims shall be binding on him 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 his counsel and that he knowingly and voluntarily assumes 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 himself 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. Payment. Within 30 days of the County receiving from Plaintiff's counsel the Settlement Agreement and Release executed by Plaintiff, the County shall pay to Plaintiff the total amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) ("Settlement Payment"). The Settlement Payment shall be made by check made payable to "The Life & Liberty Law Office COLTAF Account." Prior to issuance of the Settlement Payment, Plaintiff's counsel shall provide a completed W9 IRS form to the County for The Life & Liberty Law Office LLC. Plaintiff assumes all responsibility for any tax consequences associated with the Settlement Payment and is 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.

4. Dismissal. Within five (5) business days after issuance of the Settlement Payment, Plaintiff shall file with the United States District Court for the District of Colorado a notice of voluntary dismissal **with prejudice** of all claims asserted in the Litigation and providing that the Parties shall each bear responsibility for their own costs and fees.

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 County, including but not limited to its officers and employees. Plaintiff understands 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.



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

BY: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Date  
Director of Finance

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