

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release and Settlement Agreement (hereinafter “Agreement”) is made this 12th day of July 2026, by and between **Natalie Cadona** (“Ms. Cadona”) and **the Board of County Commissioners of Arapahoe County** (the “County”) (Ms. Cadona and the County are collectively referred to as the “Parties”).

WHEREAS, Ms. Cadona brought a civil lawsuit captioned *Cadona v. Magee*, Arapahoe County District Court, Case No. 26-cv-30103 (the “Lawsuit”), asserting she was subjected to excessive force during the course of her arrest on or around October 23, 2025.

WHEREAS, the Parties desire to settle all claims asserted or that could have been asserted related to the Lawsuit and her arrest and to enter into various agreements related to the Lawsuit and claims giving rise thereto, in accordance with the provisions and upon the terms and conditions set forth herein.

IN CONSIDERATION of payment of the total sum of Ninety-Five Thousand Dollars (\$95,000.00) by the County made payable to “Natalie Cadona c/o DeGolia Law P.C.,” the Parties agree as follows:

1. Ms. Cadona hereby releases, acquits, and forever discharges the County, including, but not limited to, Arapahoe County Sheriff Tyler Brown (“Sheriff”), the Arapahoe County Sheriff’s Office, Deputy Michael Magee, Deputy Nicholas Wilmer, the Arapahoe County Board of County Commissioners, all Arapahoe County departments, agencies, and divisions, and any current or former elected and appointed officials, insurers, principals, attorneys, agents, employees, deputies, successors, servants, officers, and directors of any of the foregoing (collectively, the “Released Parties”), of and from any and all liabilities, claims, demands, rights, controversies, agreements, damages, actions, causes of action, expenses, costs, attorney fees, interest, compensation, judgment, and any and all consequential and punitive damages, of whatsoever kind and nature, either in law or in equity, which might exist with regard to anything arising out of or related to the Lawsuit, including but not limited to any and all claims arising out of or related to the arrest of Ms. Cadona on October 23, 2025, including but not limited to any attendant use of force in connection with her arrest (collectively, the “Disputed Claims”).

2. Ms. Cadona acknowledges, understands, and agrees this Agreement, and the terms thereof, shall be binding on Ms. Cadona’s agents, attorneys, servants, employers, employees, principals, heirs, minor children, executors, administrators, insurers, successors, assigns, subrogees, and any and all other persons or entities which have or may have any claim on behalf of themselves or be entitled to share in any settlement thereof.

3. Ms. Cadona acknowledges, understands, and agrees that the payment of the above-referenced sum is in full settlement of and is a compromise of all of Ms. Cadona’s Disputed Claims against the Released Parties, that payment made under this Agreement is not to be construed as an admission of liability on the part of the Sheriff or any individual employee of

the Sheriff's Office or any other Released Party and that any liability is hereby expressly disclaimed.

4. Ms. Cadona acknowledges, understands, and agrees that a portion of the consideration for this Agreement is being given for the full and final release of any and all unknown losses, claims, injuries, pain and suffering, consortium, costs, expenses, and damages which may have occurred in the past and are not yet known, or which may occur in the future and are not presently known stemming from or related to the Disputed Claims. Ms. Cadona agrees to voluntarily and knowingly assume the risk of any mistake of fact or law, either mutual or unilateral, with respect to said losses, claims, injuries, costs, expenses, and damages, and shall not, under any circumstances, seek to present further claims herself, or on behalf of her agents, attorneys, servants, employers, employees, principals, heirs, minor children, executors, administrators, insurers, successors, assigns, and subrogees against the Released Parties.

5. As a term and condition of this settlement, Ms. Cadona expressly represents there are no outstanding subrogated interests or liens related to this Claim of which she is aware other than a possible Medicaid lien that is the subject of paragraphs 6-9 of this Agreement. It is understood and agreed that this Agreement is intended to forever discharge any and all subrogated interests or liens which are or may be related to the Disputed Claims. Ms. Cadona, individually, and Ms. Cadona's counsel agree to defend, indemnify, and hold the Released Parties harmless from any and all claims, actions, and liability whatsoever, including any attorney fees or costs incurred by any Released Parties which might arise from any unpaid or unsatisfied subrogated interest or lien. In the event any other provision of this Agreement is deemed unenforceable and invalid for any reason, it is Ms. Cadona's express intent and understanding that this provision of this Agreement be viewed as a separately bargained for and independent provision for which adequate consideration was provided.

6. Pursuant to 42 USC § 1395y(b)(2)(B), Ms. Cadona acknowledges that she understands that if she has received any benefits, at any time, known or unknown, from Medicare or Medicaid for any injuries or conditions related to her Disputed Claims, she must contact Medicare or Medicaid to resolve any lien, conditional payment or claim Medicare or Medicaid might have against the proceeds of this settlement or against any party. Ms. Cadona, by and through her counsel, has or will negotiate with Medicare or Medicaid in good faith to resolve these conditional payments and liens. Ms. Cadona understands that payment of Medicare's or Medicaid's conditional payment/lien is covered in this settlement and the Released Parties will not be liable for any past medical bills that may have been covered by Medicare or Medicaid.

7. Ms. Cadona and her attorneys agree, represent and warrant that Ms. Cadona's attorneys shall hold from her settlement proceeds funds sufficient to satisfy any outstanding Medicare or Medicaid lien, until such time as Ms. Cadona and/or her attorneys have obtained either: (i) a release from the Centers for Medicare and Medicaid Services ("CMS") or its contractor of all claims or potential claims for reimbursement of conditional payments, or (ii) a written statement from CMS or its contractor that all claims or potential claims for reimbursement of conditional payments have been satisfied, waived by CMS, or otherwise resolved, or (iii) a written statement from CMS or its contractor that no conditional payments subject to a potential claim for reimbursement have been made by CMS. All reimbursements to

CMS shall be made by Ms. Cadona's attorneys within thirty (30) days after: (i) receipt of a notice letter from CMS or its contractor or (ii) determination of an agreed amount of reimbursement to be made to CMS.

8. Ms. Cadona hereby releases and forever discharges the Released Parties from any and all claims or potential claims that she has or might have in the future arising out of or relating in any way, directly or indirectly, to any action or conduct of commission or omission by or on behalf of the Released Parties with respect to (a) reporting of this settlement to CMS or to any persons or entities acting on behalf of CMS, or (b) any claim, inquiry, investigation, or other action by or on behalf of CMS or any persons or entities acting on behalf of CMS relating to conditional payments by Medicare or Medicaid or future rights to such conditional payments or Medicare or Medicaid benefits. Ms. Cadona specifically agrees and recognizes that the claims and potential claims released in this paragraph include, but are not limited to, any claims or potential claims to a private cause of action under 42 U.S.C. § 1395y(b)(3)(A) or 31 USCS §§ 3729-3733, and any claims based on any loss or potential loss of Medicare or Medicaid benefits or future entitlement to Medicare or Medicaid benefits, based on or relating to anything that any of the Released Parties may do or fail to do with respect to reporting of this settlement or with respect to reimbursement of conditional payments made by Medicare or Medicaid.

9. Ms. Cadona, individually, and her counsel agree to indemnify and hold harmless Released Parties from and against any and all claims, demands, actions, causes of action, liabilities, debts, liens, obligations, damages, expenses, subrogated interests, and losses of every kind or character that have been or may in the future be asserted against Ms. Cadona by CMS, any persons or entities acting on behalf of CMS, or any other person or entity, including but not limited to those costs arising out of or in connection with medical care provided to Ms. Cadona relating to her Disputed Claims. This indemnification obligation includes all damages and costs incurred by Released Parties, including but not limited to attorney's fees incurred by or on behalf of Released Parties, fines and penalties, multipliers, costs, interest, expenses and judgments.

10. The County agrees to deliver the settlement proceeds payable to Natalie Cadona c/o DeGolia Law P.C. within 30 days following the formal approval in a public meeting of this Agreement by the Arapahoe County Board of County Commissioners.

11. As part of the consideration for this Agreement, within fourteen (14) days of executing this agreement, Plaintiff authorizes her counsel to stipulate to a substitution of Defendants, dismissing all of the individually named defendants and substituting for them Sheriff Tyler Brown, in his official capacity. Upon receipt of the settlement proceeds, Plaintiff agrees to direct her attorneys to promptly file with the court a stipulated notice of dismissal with prejudice pursuant to C.R.C.P. 41(a)(1)(B). As a term of the Stipulation for Dismissal with Prejudice and this Agreement, the Parties agree to pay their own costs and attorney fees, with the exception that the County agrees to cover all costs and fees for the Parties' mediation and post-mediation negotiations facilitated by Hon. Frederick Martinez (ret.) of Judicial Arbiter Group, Inc.

12. The Parties, including their respective representatives and counsel, agree not to disclose the amount of the settlement, except as required by law or as required by governmental

taxing authorities, with the exception that Ms. Cadona may disclose the amount of the settlement to her accountants and other financial consultants.

13. Ms. Cadona further understands and agrees that she will not bring any action at law, proceeding in equity, administrative proceeding, or otherwise, nor prosecute or sue any of the Released Parties by way of complaint, counterclaim, or by any other manner at all, relating to the facts and claims which were or could have been asserted or stemming from or related to the Disputed Claims.

14. Ms. Cadona understands and agrees that this Agreement is further intended to and does release, acquit, and forever discharge any and all claims for attorney fees or other litigation expenses which might exist against the Released Parties with regard to the Disputed Claims.

15. Ms. Cadona hereby assumes responsibility for any and all tax consequences associated with the Agreement referenced herein. Ms. Cadona and/or any designated payees or attorneys agree to complete all necessary documents, including, but not limited to, a W-9 form in order to fully execute this Agreement. Completed W-9 form(s) for any payee(s) must be received prior to the payment of any sum described in this Agreement.

16. Ms. Cadona further acknowledges, understands, and agrees that no promise, inducement, or agreement not herein expressed has been made to Ms. Cadona; that this Agreement contains the entire terms of the agreement between the Parties; that the terms are contractual and not mere recitals; and that this Agreement shall be construed according to the laws of the State of Colorado.

17. Ms. Cadona acknowledges, understands, and agrees that every provision of this Agreement is intended to be severable, unless otherwise noted. In the event that any term or provision hereof is declared to be illegal or invalid, for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

18. Ms. Cadona declares and represents she has fully and carefully read this Agreement, has had the opportunity to consult legal counsel of her own choice concerning this Agreement, understands the contents thereof, and signs the same as her own free act. Ms. Cadona further declares and represents that she has legal authority to enter into this Agreement.

19. This Agreement may be executed in counterparts and may be transmitted in whole or in part via facsimile or email and such faxed or emailed signatures, as well as electronic signatures, shall be treated as originals and effective as if signatures were affixed to one copy.

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Signed on the date(s) accompanying the signatures below.

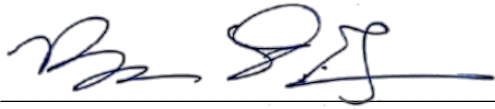


Natalie Cadona

Date: 07/12/2026

Leslie Summey, Chairperson
Board of County Commissioners for the
County of Arapahoe, Colorado

Date: _____



Benjamin G. DeGolia
DEGOLIA LAW P.C.

Counsel for Ms. Cadona

Date: July 12, 2026

Writer Mott
Deputy County Attorney
Dawn Johnson
Senior Assistant County Attorney
Jordan Lewis
Assistant County Attorney
Arapahoe County Attorney's Office

Counsel for the County and Sheriff

Date: _____