

## **1RELEASE & SETTLEMENT**

### **READ CAREFULLY BEFORE SIGNING**

This Release and Settlement (“Release”), made on the day indicated below, by Zach Hahn (hereinafter referred to as the “Claimant”) to the Town of Severance (hereinafter referred to as the “Town”) and its assigns, all current and former employees, servants, agents, contractors, current and former elected and appointed officials, members, successors, predecessors, attorneys, insurance carriers, and self-insurance pools, including but not limited to the Colorado Intergovernmental Risk Sharing Agency (hereinafter referred to jointly as “Releasees”), as follows, to wit:

WHEREAS, Claimant and Town are desirous of resolving any issues between them, including those related to the Claimant’s employment, complaints and/or investigations involving Claimant, the separation of Claimant’s employment and all related reporting, Claimant’s CCRD/EEOC charges and any other claims Claimant may have as to Releasees;

NOW, THEREFORE, the Claimant for the following described consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby

**REMISE, RELEASE AND FOREVER DISCHARGE** the Releasees, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, claims and demands, which exist as of the date of this Release, whatsoever, which Claimant now has or may hereafter have, of any kind, including all actions, claims and demands arising out of Claimant’s employment with the Town, complaints and/or investigations involving Claimant, the separation of Claimant’s employment and all related reporting, all claims which were alleged or could have been alleged in Claimant’s CCRD/EEOC Charges No. 541-2025-04665 and any other claim involving Releasees.

### **CONSIDERATION TO THE CLAIMANT**

The consideration to the Claimant is as follows:

1. The Town shall cause to be paid to Claimant the gross sum of sixty thousand dollars and no cents (\$60,000)<sup>1</sup>. The net amount of this payment will be the same as the gross amount. The settlement check will be made payable to Claimant’s counsel, Van Hall Employment Law, LLC and mailed to Claimant’s counsel at 242 Linden Street, Fort Collins, CO 80524. The settlement check will be issued within 21 days of receipt by the Town of this fully executed Release, the Claimant’s executed EEOC/CCRD paperwork necessary for the withdrawal and/or closure of the charge and an executed W-9 for Claimant’s counsel. Claimant’s counsel will be solely responsible for distributing Claimant’s portion of these funds in a manner as he and Claimant agree.

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<sup>1</sup> Claimant acknowledges and warrants that he already has been paid all wages, leave amounts, benefits or other compensation to which he was or could have been legally entitled.

## **CONSIDERATION TO THE RELEASEES**

1. The execution by Claimant of this Release, executed current W-9 for Claimant's counsel and any required withdrawal/closure paperwork required by the EEOC/CCRD prior to negotiating or depositing any settlement check by Claimant or his counsel.
2. Claimant will not apply for or in any manner seek employment or volunteer in any position or in any capacity for the Town.
3. Claimant warrants that no other administrative action, other than the EEOC/CCRD charge identified above, nor any legal action, has been pursued by him against the Releasees. Claimant further warrants that as set forth in this Release he has been fully compensated for any claims he alleges he may have and recognizes such contentions are strongly disputed and contested by the Town. Claimant acknowledges that the Town denies that it owes Claimant anything and he recognizes that there is a bona fide dispute between himself and the Town. Claimant acknowledges that by accepting the above-described consideration he has determined that the consideration provided by the Town is more valuable and beneficial than pursuing any claims he may have and is therefore knowingly waiving such claims and any right to further consideration, damages, attorney fees or court costs and is agreeing that he has been fully compensated.

## **WARRANTY OF CLAIMANT CONCERNING CONSIDERATION RECEIVED**

Claimant warrants as follows:

No promise or agreement not herein expressed has been made to the Claimant; that in executing this Release Claimant is not relying upon any statement or representation made by the parties hereby released or said parties' agents and servants concerning any matter or thing, but is relying solely upon his own judgment and knowledge and that of his attorneys; that the above mentioned consideration is received by the Claimant in full settlement and satisfaction of all the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; including but not limited to, any claims based upon 42 USC §1983, Title VII, the First, Fourth and Fourteenth Amendments, the Age Discrimination in Employment Act, the Older Worker's Benefit Protection Act, the American's with Disabilities Act, Colorado Anti-Discrimination Act, C.R.S. § 24-34-402.5; that it is Claimant's clear intention to fully and forever release Releasees from any and all claims, even if there may presently exist a mistaken belief on the part of the Claimant as to the present nature and extent of his claims through the date of the execution of this agreement; that a portion of the consideration provided to Claimant hereunder is being provided for Claimant's voluntary assumption of the risk that Claimant's alleged injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; that this Release was arrived at in good faith, at arms length and after negotiation; that the above mentioned consideration is received by Claimant in full settlement and satisfaction of any claims which Claimant may have for attorney's fees or costs; that the Claimant is over the age of 18 years and legally competent to execute, appreciate and fully understand this Release; that no claims for loss of consortium exist; AND THAT BEFORE SIGNING AND SEALING THIS RELEASE, CLAIMANT HAS

FULLY INFORMED HIMSELF OF ITS CONTENT AND MEANING, HAS BEEN INSTRUCTED TO CONSULT WITH LEGAL COUNSEL, HAS SO CONSULTED AND HAS EXECUTED THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

The Claimant further warrants that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder. Claimant further warrants that he is not the subject of any garnishments, liens, orders or other requirements which would obligate him to pay any portion of the consideration provided herein to another individual or entity. Claimant agrees to indemnify, defend and hold forever harmless the Releasees of and from any and all further claims which may be made against the releasees by any person, firm or corporation acting for the Claimant or asserting a derivative claim from the Claimant.

The Claimant further warrants that he has not received benefits or payments from Medicare or Medicaid related to matters covered or relevant to this Release.

### **NO ADMISSION OF LIABILITY**

Claimant acknowledges that Releasees strongly deny liability or wrongdoing on their part and that this Release is not to be construed, in any way, as an admission of liability, but is only a settlement done for economic reasons.

### **INCOME TAX CONSEQUENCES**

Claimant warrants that no opinions or statements have been made to him by any Releasee, or any Releasee's agents or employees, relating to any income tax consequences of the payments made under this Release. Claimant agrees to indemnify, defend and hold harmless the Releasees from any and all claims with respect to the income tax consequences of the payment made under this Release asserted by any taxing authority, including the United States Government or its Internal Revenue Service.

### **OLDER WORKER BENEFIT PROTECTION ACT AND AGE DISCRIMINATION AND EMPLOYMENT ACT**

Claimant acknowledges that while he has not asserted such a claim, he has nonetheless been advised that:

1. This Release does not apply to any claims that may arise after the effective date of this Release. The effective date is 7 days after the date this Release has been signed by Claimant, assuming not revocation;
2. Claimant has been and hereby is advised of Claimant's right to consult with legal counsel prior to executing this Release. Claimant acknowledges that he has been advised to so consult and that he has so consulted;

3. Claimant has 21 calendar days to consider this Release, although Claimant may choose to voluntarily execute it earlier; and,
4. Claimant has 7 calendar days following the execution of this Release to revoke it. Written notice of such revocation shall be provided to the Marni Nathan Kloster at Nathan Dumm & Mayer P.C. located at 7900 E. Union Ave, Suite 600, Denver, CO 870237, or before 5:00 pm on the 7<sup>th</sup> calendar day.

### MISCELLANEOUS PROVISIONS

This Release contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties.

This Release shall be binding upon the Claimant, his heirs, administrators, personal representatives, assigns and subrogees, if any, as well as all other persons, firms or corporations acting on Claimant's behalf or asserting a derivative claim.

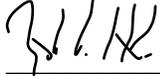
The Claimant and Town agree that each shall bear his or its own costs, including attorney's fees related to this action.

The parties have participated and had an equal opportunity to participate in the drafting of this Release. No ambiguity shall be construed against any party based upon a claim that either party was a drafter.

Claimant warrants and acknowledges that this Release is clear, convincing, specific, unequivocal, and he has not entered into it under any duress and instead has done so of his own volition. Further, Claimant warrants and acknowledges that he has had sufficient time to consider this Release prior to signing and that Claimant believes the consideration provided in this Release is more beneficial than pursuing his claims.

This Release shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its choice of law rules or principles.

Facsimiles, scans or electronic signatures shall suffice as originals. This Release may also be executed in counterparts.



Zach Hahn

Date

12JAN2026

Form Approved by:



Van Hall Employment Law LLC  
Attorney for Claimant

On behalf of the Town, to the extent applicable:

  
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01/12/2026  
Date