

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (Agreement) is between the Colorado Department of Natural Resources (Employer) and Jeffrey Davis (Employee).

RECITALS

WHEREAS, Employer is an agency of the State of Colorado, and

WHEREAS, Employee is employed by Employer as its Colorado Parks & Wildlife Director, and

WHEREAS, the Employer is willing to accept Employee's resignation in lieu of termination, and

WHEREAS, Employee may in the future assert administrative, federal and/or state causes of action, at law or in equity, and

WHEREAS, Employee and Employer (parties) wish to avoid the expense and vagaries of litigation, and the parties are willing to settle their disputes on the terms set forth in this Agreement without admissions of liability or wrongdoing, and

IN CONSIDERATION of the mutual and unilateral covenants, obligations, promises, and warranties contained within this Agreement, the parties agree as follows:

AGREEMENT

1. **RELEASE**. Employee, including Employee's successors, agents, assigns and estate (collectively Employee), hereby release Colorado, Employer, Colorado Risk Management, and all current and former employees, officials, agents and attorneys of each of those entities from any and all claims, causes of action, liabilities, expenses and/or damages which Employee may have or assert against Colorado, Employer, Colorado Risk Management, or any current or former employees, officials, agents and attorneys of each of those entities as a result of any acts by those entities or by any current or former employees, agents or attorneys of those entities which occurred prior to the effective date of this Agreement, or omissions by those entities or any current or former employees, officials, agents or attorneys of those entities to perform acts which should have been performed prior to the effective date of this Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or relating to Employee's employment with Employer or Employee's separation from employment. This

release applies to any claim whatsoever, arising out of state or federal law. Without limiting the generality of the foregoing, this Agreement applies to any and all matters asserted, or which could have been asserted, up to the effective date of this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall prevent Employee from filing a charge of discrimination with the Equal Employment Opportunity Commission or Colorado Civil Rights Division, however in the event Employee files such a charge, Employee disclaims the right to seek or recover money damages from such a filing.

2. COVENANT NOT TO SUE. Employee further agrees and covenants that Employee has not and will not sue, or assert any federal, state or administrative cause of action, at law or in equity, whether before a court of law or an administrative agency, against Colorado, Employer, Colorado Risk Management, or any current or former employee, official, agent, or attorney of each of those entities for any claims, causes of action, liabilities, expenses and/or damages arising out of any acts by any of them which occurred prior to the effective date of this Agreement, or omissions by any of them to perform acts which should have been performed prior to the effective date of this Agreement, including, without limiting the generality of the foregoing, any act or omission arising out of, or related to Employee's employment with Employer or Employee's separation from employment. Employee expressly waives any claims Employee may have under state or federal law alleging retaliation that arose prior to the effective date of this Agreement.

3. CLAIMS UNDER 29 U.S.C. §§ 621-634. Employee understands with respect to any rights or claims that Employee has or may have arising under the Age Discrimination in Employment Act, 29 U.S.C. 621, *et seq.*, that all of those rights or claims are released by this Agreement. Employee further understands that Employee has been allowed a period of at least 21 days within which to consider this Agreement and that Employee has seven (7) days following Employee's execution of this Agreement to revoke the Agreement to the extent that it waives and releases those rights or claims. Employee understands that this Agreement is not effective or enforceable with respect to the waiver or release of those rights or claims until after the seven (7) day period. If Employee elects to revoke this Agreement with respect to Employee's waiver of rights or claims arising under 29 U.S.C. 621, *et seq.* within the seven (7) day period, Employee must advise Employer by delivering a written notice or revocation to the Colorado Attorney General. For the revocation to be effective, the notice must be received by the Colorado Attorney General no later than 5:00 p.m. on the seventh (7th) calendar day after signing this Agreement. Such revocation shall not affect waiver or release of any rights or claims not arising under 29 U.S.C. 621 *et seq.*

4. SOLE OWNER OF CLAIMS. Employee represents that Employee is the sole owner of all claims purported to be released hereby, and that Employee has not assigned or transferred any claim against Employer to any third party.

Employee further represents and warrants that no third party is subrogated to Employee's interest in claims released hereby, including but not limited to insurers, parent companies or subsidiaries subrogated by reason of payment of costs or expenses, or, if any third party has been subrogated to Employee's interest, the interest of any subrogee has been settled, compromised and extinguished.

Employee agrees to defend and indemnify all persons and entities released hereby and hold them harmless against the claims of any assignee or subrogee to claims released hereby that may hereafter be asserted.

5. FMLA, FLSA, WORK-RELATED INJURY ACKNOWLEDGMENT. Employee represents and acknowledges that Employee has been provided with all leave to which Employee may have been entitled under the Family and Medical Leave Act and that with payment of Employee's final paycheck, Employee will have been paid all wages (including overtime) to which Employee was entitled under the Fair Labor Standards Act and any applicable state and local laws. Employee further represents that, as of the Resignation Date, Employee was not suffering from any work-related injury and that Employee has not failed to report any work related injury Employee suffered during Employee's employment with Employer.

6. OPEN RECORDS ACT AND OTHER RELEASES PROVIDED BY LAW. Employee understands and agrees that upon a valid request made pursuant to applicable public disclosure laws, including, without limitation, the provisions of § 24-72-101, et seq., C.R.S. (Open Records Act), all as presently or subsequently amended, Employer and Colorado Risk Management are obligated to provide the requesting person a copy of this Agreement. Employee agrees that Employee will not hold Colorado, Employer, Colorado Risk Management or their administrators, officers, agents or employees liable for any information released in compliance with applicable law.

7. RESIGNATION. Employee agrees that Employee will voluntarily resign effective December 1, 2025. Employee will complete all applicable separation documents. Employee understands and agrees that Employer will announce that Employer is transitioning to new leadership. Employee also agrees that from November 21, 2025 to December 1, 2025, Employee will be on paid administrative leave, except that on November 27 and 28, 2025, Employee will be on paid holiday leave.

8. EMPLOYMENT REFERENCE. The parties agree that so long as Employee directs a request for a job reference or other inquiry concerning Employee's employment to the Director of Human Resources, Employer will provide a neutral job reference containing only the following information: dates of employment, job title and/or a description of job duties, the rate of pay, and that Employee resigned from Employer for personal reasons. Should Employee provide the name of any other employee or office of Employer as a reference, then Employee

will not hold Employer liable in breach of this Agreement for any reference provided by that person or office. Employee understands that neutral references are provided absent a signed general authorization to release information.

9. SENIOR ADVISOR POSITION. The parties expect that from December 1, 2025 to May 15, 2026, Employee will serve as Senior Advisor to the Executive Director of the Colorado Department of Natural Resources. Regardless of the parties' expectations, the parties agree that this is an at-will position, serving at the pleasure of the Executive Director of Natural Resources.

10. NO ADMISSION OF LIABILITY. By entering this agreement, Employer does not admit to any impropriety, wrongdoing, or liability of any kind whatsoever, but is entering into this Release and Settlement Agreement in compromise of disputed claims. The parties agree that this Agreement does not constitute evidence of or an admission of any liability, omission, or wrongdoing of any kind by Employer, or any employees, officials, agents or attorneys of Employer. This Agreement shall not be offered or received into evidence or otherwise filed or lodged in any proceeding against any party except as may be necessary to prove and enforce its terms.

GENERAL PROVISIONS

11. INTEGRATION. The parties understand, acknowledge and agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter and transactions referred to herein. The parties understand, acknowledge and agree that the terms of this Agreement are contractual in nature and not mere recitals. As such, the parties understand, acknowledge and agree that this Agreement is fully integrated and supersedes all previous oral or written agreements of the parties.

12. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the successors, assigns and heirs of the parties.

13. HEADINGS. The headings used in this Agreement are for the convenience of the parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Agreement.

14. ADDITIONAL ASSURANCES. This Agreement is intended to be self-operative. Notwithstanding the foregoing, the parties agree that, at the reasonable request of the other party, they shall execute any further documents or instruments reasonably necessary to effectuate the transactions contemplated by this Agreement.

15. SEVERABILITY. If any provision of this Agreement should be declared to be unenforceable, with the exception of Employee's release of any and all claims arising out of Employee's employment as set forth above, then the remainder of this Agreement shall continue to be binding upon the parties.

16. COSTS. The parties agree that each party shall bear Employee's or its own costs and attorney fees, except as provided in paragraph 11.

17. EXECUTION IN COUNTERPARTS OR BY FACSIMILE OR ELECTRONIC MAIL. This Agreement may be executed in counterparts or with signatures obtained via facsimile transmission or scan and electronic mail transmission, each of which shall have full force and effect upon execution by all parties to this Agreement.

18. EFFECTIVE DATE/CONTROLLER APPROVAL. This Agreement shall not be deemed valid until it shall have been approved and signed by Employer's Executive Director or their delegate.

19. WARRANTIES. The parties expressly warrant that they have carefully and completely read the terms of this Agreement. The parties expressly warrant that they have had the opportunity to consult with counsel prior to executing this Agreement, that they fully understand the terms of this Agreement, and that they enter into this Agreement knowingly and voluntarily, and without coercion, duress or undue influence. The parties expressly acknowledge that they believe the terms of this Agreement are appropriate to reach a full and final settlement of this case. Except as provided in paragraph 3 above, CLAIMS UNDER 29 U.S.C. §§ 621-634, the parties expressly understand and agree that signing this Agreement shall be forever binding, and no rescission, modification or release of the parties from the terms of this Agreement will be made for mistake or any other reasons. The parties represent that they are legally competent to execute this Agreement and accept full responsibility and assume the risk of any mistake of fact as to any damages, losses, or injuries, whether disclosed or undisclosed, sustained as a result of Employee's employment and the separation from employment, any claim brought or which could have been brought, or any other matter between the parties occurring up to the effective date of this Agreement. The parties further warrant and acknowledge that no promise or inducement has been offered except as set forth herein and that this Agreement was executed by them without reliance upon any statement or representation by the persons or parties released or their representatives concerning the nature or extent of any damages or any legal liability therefore. The parties acknowledge that entering into this Agreement is not an admission by either party of any wrongful or improper actions, but rather reflects the parties' desire to resolve this matter amicably without additional expense or litigation.

20. **AMENDMENT.** This Agreement may not be amended except in a writing setting forth such amendment and executed by all parties.

21. **ENFORCEABILITY.** This Agreement is entered into in Colorado, shall be governed by the laws of Colorado, and shall be enforced in accordance with its terms only in Denver District Court.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

WHEREFORE, the parties agree to and do accept the terms of this Agreement.

I, JEFFREY DAVIS, HAVE READ THE FOREGOING AGREEMENT FOR RELEASE OF CLAIMS AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL IF I SO CHOOSE. BY SIGNING THIS AGREEMENT, I UNDERSTAND I AM RELEASING ANY AND ALL CLAIMS I MAY HAVE AGAINST THE COLORADO DEPARTMENT OF NATURAL RESOURCES, AS SET FORTH ABOVE. I UNDERSTAND THE TERMS USED IN THIS AGREEMENT AND HEREBY EXECUTE IT KNOWINGLY AND VOLUNTARILY.

Jeffrey Davis _____ 11/22/25 DATE
Jeffrey Davis

COLORADO DEPARTMENT OF NATURAL
RESOURCES

Dan Gibbs,
Executive Director
DATE

