

## **RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (“Agreement”) is between CHELSEA MYNYK, (“Plaintiff-Intervenor”) and her counsel, ALLIANCE DEFENDING FREEDOM, on the one hand; and the State of Colorado, and State Office of Risk Management (collectively, the “State”), on the other hand. Plaintiff-Intervenor and the State are referred to together in this Agreement as the “Parties.”

### **RECITALS**

WHEREAS, Plaintiff-Intervenor is a Nurse Practitioner, licensed in the State of Colorado, who provides faith-based, pregnancy-related medical services, which include prescribing progesterone to reverse the effects of mifepristone, a drug that causes an abortion by triggering a miscarriage; and

WHEREAS, in April 2023, the Colorado Legislature passed SB 23-190, known as the Deceptive Trade Practice Pregnancy-related Service bill (the “Act”), which prohibited clinics and their practitioners, including Chelsea Mynyk, from dispensing and administering progesterone to reverse chemical abortions. The Act also made it a deceptive trade practice to advertise such services;

WHEREAS, Plaintiffs BELLA HEALTH AND WELLNESS, DENISE “DEDE” CHISM, ABBY SINNETT, and KATHLEEN SANDER (Collectively, Bella Health Plaintiffs”) filed a lawsuit entitled *Bella Health and Wellness, et al., v. Weiser, et al.*, Civil Action No. 1-23-cv-00939-DDD, in the United States District Court for the District of Colorado (the “Court”), asserting claims for injunctive and declaratory relief, pursuant to 42 U.S.C. § 1983, alleging the Act burdened their sincerely held religious beliefs thereby violating, *inter alia*, the Free Exercise Clause of the First Amendment (hereinafter, “Litigation”); and

WHEREAS, Plaintiff-Intervenor CHELSEA MYNYK filed her Unopposed Motion to Intervene in *Bella Health and Wellness, et al., v. Weiser, et al.*, Civil Action No. 1-23-cv-00939-DDD, on March 0, 2024; and filed her Complaint within the same Action, on April 10, 2024; and

WHEREAS, Defendants are individual members of the Colorado Board of Nursing, within the Colorado Department of Regulatory Agencies (“DORA”), who exercise investigative, adjudicative, and disciplinary authority over licensees, including Plaintiff-Intervenor, pursuant to Colo. Rev. Statutes, Title 12, Article 255; and

WHEREAS, Defendant is Colorado Attorney General Philip J. Weiser, who (1) prosecutes complaints referred to his office by the Colorado Medical Board, pursuant to Colo. Rev. Stat. § 12-240-125(5)(d); (2) prosecutes complaints referred to his office by the Colorado Board of Nursing, pursuant to Colo. Rev. Stat. § 12-255-

119(40(d); and (3) has the authority to investigate and enforce the Colorado Consumer Protection Act, *see* Colo. Rev. Stat. §§ 6-1-103, 6-1-107; and

WHEREAS, on August 1, 2025, the Court entered an Order in the Litigation, ECF No. 224, granting the collective Plaintiffs' and Plaintiff-Intervenor's Motion for Summary Judgment, in part, and permanently enjoining Defendants from taking any enforcement action under Section Three of SB 23-190 or its implementing regulations against the Bella Health and Wellness Plaintiffs and Plaintiff-Intervenor Mynyk based on their provision of abortion pill reversal treatment; and

WHEREAS, as a result of the Court's Order entered on August 1, 2025, Plaintiff-Intervenor is a prevailing party and is entitled to reasonable costs and attorneys' fees under 42 U.S.C. § 1988 and 28 U.S.C. § 1920; and

WHEREAS, the Parties wish to resolve Plaintiff-Intervenor's claims for reasonable attorneys' fees and costs, and avoid the expense of litigation arising from the same; and

WHEREAS, the Parties acknowledge that the promises and covenants contained herein are good and valuable consideration for all Parties to execute this Agreement; and

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

### **AGREEMENT**

1. **SETTLEMENT PAYMENT.** In consideration of the commitments and agreements set forth here by Plaintiff-Intervenor, the State Office of Risk Management, serving as non-party indemnitor for the named Defendants, shall pay directly to Plaintiff-Intervenor's counsel, the Alliance Defending Freedom ("ADF"), the total sum of Seven-hundred thousand dollars, and no cents (\$700,000.00) (the "Settlement Payment") in full and final satisfaction of any and all of Plaintiff-Intervenor's claims for fees, costs, and expenses in this Litigation, subject to any withholding provisions set forth in this Agreement. The Settlement Payment shall be provided to ADF by electronic wire transfer pursuant to the payee, vender information ADF provided in the EFT Direct Deposit Authorization Form.

2. **TIMING OF PAYMENT.** The State agrees that the Settlement Payment, less any applicable withholding, will be paid within thirty (30) days following the effective date of this Agreement, as defined in paragraph 20.

3. **RELEASE AND COVENANT NOT TO SUE.** Plaintiff-Intervenor and Plaintiff-Intervenor's counsel, for themselves and their past, present, and future

heirs, successors, assigns, agents, and representatives, including legal representatives, hereby release, acquit, and forever discharge the State of Colorado, the State's departments, agencies, instrumentalities, and elected officials, including but not limited to the Colorado Attorney General's Office, the Department of Regulatory Agencies, the Colorado Medical Board, and the Colorado Board of Nursing, the State Office of Risk Management, each of their current and former officers and employees (including but not limited to State employees involved in the Litigation), agents, and successors (collectively, the "Released Parties"), from any and all claims for attorneys' fees, costs, and litigation expenses arising out of this Litigation.

4. INTENDED THIRD-PARTY BENEFICIARIES. The Parties agree and acknowledge that the Colorado Attorney General's Office, the Department of Regulatory Agencies, the Colorado Medical Board, and the Colorado Board of Nursing, the State Office of Risk Management, and their respective current and former employees, although they are not signatory Parties to this Agreement, are intended third-party beneficiaries of this Agreement, and each and all of them shall have the right to rely upon and enforce this Agreement in any court of competent jurisdiction in the event that any action or proceeding based upon claims or causes of action released hereby may be threatened or commenced. The terms of this Agreement are enforceable only by the Parties and third-party beneficiaries expressly identified in this Agreement.

5. GLOBAL RELEASE/LIENS.

a. This Agreement is inclusive of all aspects of any and all claims for attorneys' fees, costs, and litigation expenses arising out of this Litigation, including all encumbrances on the settlement proceeds, whether past, present, future, known and/or unknown to either those released, releasor, or both. By way of illustration and not limitation, the types of encumbrances include the following: all costs, fees, interest and/or expenses; all invoices, bills, fees, costs and other claims from all insurance carriers, and providers of benefits; liens from any and all hospitals, health care providers, and/or medical lien management entities; workers compensation liens or subrogation interests; Medicaid, Medicare, and/or other governmental or quasi-governmental liens; ERISA interests; laborer, workmen, mechanics, and/or attorney liens; assignments and/or transfers of rights; tax liens and/or levies; all other subrogation interests and/or claims of encumbrance, attachments, rights, liens, or interests upon the settlement proceeds. Whether collectively or individually, all such encumbrances shall be referred to in this settlement and release as "lien" or "liens" for simplicity.

b. Plaintiff-Intervenor agrees to hold harmless and indemnify the Released Parties from all liens to the fullest extent authorized by law, including the disputed lien amount, costs, expenses and fees. Plaintiff-Intervenor agrees to be

responsible for any mistake regarding the existence or amount of liens, whether such mistake is unilateral or mutual to the Parties to this Agreement. Any mistake regarding the existence or amount of the liens shall be covered by Plaintiff-Intervenor, not those released.

c. A non-exhaustive list of known liens includes the following:  
None.

6. NO ADMISSION OF LIABILITY. The Agreement is entered into for the purposes of settling and compromising Plaintiff-Intervenor's claims for attorneys' fees, costs, and litigation expenses related to the Litigation. This Agreement shall not be construed as an admission regarding any issue of law or fact, or as an admission by Defendants, Plaintiff-Intervenor, or Plaintiff-Intervenor's counsel regarding the appropriate amount of attorneys' fees and other litigation costs.

7. WITHHOLDING OF SETTLEMENT FUNDS. Pursuant to C.R.S. § 24-30-202.4, the State Controller may offset the Settlement Payment by any debts owed by Plaintiff-Intervenor's counsel to State agencies under the vendor offset interception system, including debts for: (a) unpaid child support or child support arrearages; (b) unpaid balance of tax, accrued interest and other charges specified in Article 21, Title 39, C.R.S.; (c) unpaid debt owing to the State or any agency thereof by a payee, the amount of which is found to be owing as a result of a final agency determination or the amount of which has been reduced to judgment; (d) unpaid loans due to the Student Loan Division of the Department of Higher Education; and (e) amounts required to be paid to the Unemployment Compensation Fund. Additionally, payments may be offset for: (f) medical bills incurred by Plaintiff-Intervenor paid in part or in full by Medicaid or Medicare; and (g) unpaid restitution owed to victims, the State, or any persons or entities pursuant to any outstanding court order.

8. INTERNAL REVENUE SERVICE W-9 FORMS. Plaintiff-Intervenor's attorneys will provide fully executed and signed I.R.S. W-9 forms or ITIN (Individual Taxpayer Identification Number) forms to the State prior to payment of any amounts under this Agreement.

9. REPORTING & TAX TREATMENT OF SETTLEMENT PAYMENT. It is expressly intended and understood that the Settlement Payment represents settlement of attorneys' fees, costs, and litigation expenses related to the Litigation. The settlement payment is neither wages, nor compensatory damages, nor is the payment for punitive or exemplary damages as limited by C.R.S. § 24-10-114(4). Notwithstanding such intent and understanding, Plaintiff-Intervenor agrees that the State will file such tax forms and reports reflecting the Settlement Payment that they deem necessary. Such forms include all appropriate reporting forms with the Internal Revenue Service and other State or Federal taxing authorities on the

amounts paid to Plaintiff-Intervenor and Plaintiff-Intervenor's attorneys, including a Form 1099. The State, the Colorado Attorney General's Office and the Colorado Department of Regulatory Agencies make no representation as to the taxability or non-taxability of these payments. Plaintiff-Intervenor and Plaintiff-Intervenor's counsel are liable for all tax consequences resulting from the payments. In the event any part of the payment received by Plaintiff-Intervenor or Plaintiff-Intervenor's counsel in this settlement is determined to be taxable, Plaintiff-Intervenor or Plaintiff-Intervenor's counsel will be solely responsible for any tax liability arising therefrom, including any interest or penalty assessed. In the event that any claim is asserted against the State or any agency or State employee to satisfy a tax liability arising from Plaintiff-Intervenor's or Plaintiff-Intervenor's counsel's failure to pay any tax on the settlement payment, Plaintiff-Intervenor or Plaintiff-Intervenor's counsel agree to defend, indemnify, and hold the State and any agency or State employee harmless on such a claim, including any interest or penalties, within 30 days after notification by the State or any agency or State employee that a taxing authority has asserted a tax claim, or such longer period as specified by the taxing authority. Plaintiff-Intervenor and Plaintiff-Intervenor's counsel agree that the State, State departments and agencies, the State of Colorado Office of Risk Management, and the Office of the Colorado Attorney General have made no representations or given any legal opinion concerning the tax treatment of the settlement payment, and Plaintiff-Intervenor and Plaintiff-Intervenor's counsel are expressly not relying on any such representation or opinion. Plaintiff-Intervenor has sought and received such tax opinions and advice as Plaintiff-Intervenor deems necessary from attorneys and/or tax advisors of Plaintiff-Intervenor's choice.

10. OPEN RECORDS ACT AND OTHER RELEASES PROVIDED BY LAW. Plaintiff-Intervenor and Plaintiff-Intervenor's counsel understand and agree that upon a valid request made pursuant to applicable public disclosure laws, including, without limitation, the provisions of C.R.S. §§ 24-72-101, *et seq.* (Open Records Act), all as presently or subsequently amended, the State is obligated to provide the requesting person a copy of this Agreement. Plaintiff-Intervenor and Plaintiff-Intervenor's Counsel agree that Plaintiff-Intervenor and Plaintiff-Intervenor's counsel will not hold any Released Party liable for any information released in compliance with applicable law.

11. WARRANTIES AND REPRESENTATIONS. Plaintiff-Intervenor and Plaintiff-Intervenor's counsel represent and warrant that Plaintiff-Intervenor and Plaintiff-Intervenor's counsel alone hold the right to bring claims for fees, costs and litigation expenses arising from the Litigation and have not assigned or transferred any claim arising from or related to the Litigation, to any third party and that no third party has been subrogated to Plaintiff-Intervenor's and Plaintiff-Intervenor's counsel's interest in claims purported to be released hereby, or, if any third party has been subrogated to Plaintiff-Intervenor's and Plaintiff-Intervenor's counsel's interest, the interest of any subrogee has been settled, compromised, and

extinguished. Plaintiff-Intervenor and Plaintiff-Intervenor's counsel agree to defend and indemnify the Released Parties and to hold them harmless against the claims of any other assignee or subrogee to claims purported to be released hereby that may hereafter be asserted.

### **GENERAL PROVISIONS**

12. **INTEGRATION.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter and transactions referred to herein. The terms of this Agreement are contractual in nature and not mere recitals. As such, this Agreement is fully integrated and supersedes all previous oral or written agreements of the Parties.

13. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, and legal representatives of the Parties and any third-party beneficiaries.

14. **GOVERNING LAW.** This Agreement is entered into in Colorado and shall be governed by the laws of Colorado without reference to its choice of law rules or any principle calling for application of the law of any other jurisdiction.

15. **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.

16. **SEVERABILITY.** If any provision of this Agreement should be declared to be unenforceable, the remainder of this Agreement shall continue to be binding upon the Parties.

17. **COSTS.** Other than as set forth above, the Parties agree that each Party shall bear its own costs and attorney fees, if any.

18. **ADVICE OF COUNSEL.** Plaintiff-Intervenor represent that (a) Plaintiff-Intervenor has relied upon the advice of attorneys and/or other consultants of Plaintiff-Intervenor's own choice concerning the legal and federal, state and local tax consequences of this Agreement, (b) this Agreement has been thoroughly read by Plaintiff-Intervenor and its terms have been explained to Plaintiff-Intervenor's satisfaction by an attorney or attorneys of Plaintiff-Intervenor's choice, and (c) the terms of this Agreement, including its release of unasserted and unknown claims, are fully understood and voluntarily accepted by Plaintiff-Intervenor. Plaintiff-Intervenor further understands and agrees that this Agreement shall be forever binding and that no cancellation, rescission, or modification of, or release from the terms of, this Agreement shall be made based upon any mistake of fact or of law.

19. EXECUTION IN COUNTERPARTS. 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.

20. EFFECTIVE DATE/CONTROLLER APPROVAL. This Agreement shall not be deemed valid until it shall have been approved and signed by the State Controller or such assistant as the State Controller may designate, as provided by C.R.S. § 24-30-202(1). The effective date of this Agreement is the date that it is signed by the State Controller or the State Controller's delegate.

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



**CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.**

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

I, CHELSEA MYNYK, HAVE READ THE FOREGOING AGREEMENT FOR RELEASE OF ALL CLAIMS FOR ATTORNEYS' FEES, COSTS, AND LITIGATION EXPENSES ARISING OUT OF THIS LITIGATION AND FULLY UNDERSTAND THE AGREEMENT'S 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 FOR ATTORNEYS' FEES, COSTS, AND LITIGATION EXPENSES I MAY HAVE AGAINST THE STATE, AS SET FORTH ABOVE. I UNDERSTAND THE TERMS USED IN THIS AGREEMENT AND HEREBY EXECUTE IT KNOWINGLY AND VOLUNTARILY.

12/19/25  
DATE

Chelsea Mynyk  
Chelsea Mynyk

~~DATE~~

~~for Alliance Defending Freedom~~

STATE OF colorado

COUNTY OF Douglas

)  
) ss.  
)

SUBSCRIBED AND SWORN to before me the 19 day of December, 2025, by Chelsea mynyk

WITNESS my hand and official seal:

[SEAL]



Kaitlyn V.  
Notary Public

My commission expires: 10/22/2028



I, CHELSEA MYNYK, HAVE READ THE FOREGOING AGREEMENT FOR RELEASE OF CLAIMS FOR ATTORNEYS' FEES, COSTS, AND LITIGATION EXPENSES ARISING OUT OF THIS LITIGATION AND FULLY UNDERSTAND THE AGREEMENT'S 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 FOR ATTORNEYS' FEES, COSTS, AND LITIGATION EXPENSES I MAY HAVE AGAINST THE STATE, AS SET FORTH ABOVE. I UNDERSTAND THE TERMS USED IN THIS AGREEMENT AND HEREBY EXECUTE IT KNOWINGLY AND VOLUNTARILY.

for Alliance Defending Freedom

*Chelsea Mynyk, et al., v. Weiser*, No.1:23-cv-00939-DDD-SPB Settlement Agreement  
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My commission expires: \_\_\_\_\_

**FOR THE COLORADO DEPARTMENT OF PERSONNEL &  
ADMINISTRATION:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY GHERARDINI (or designee)  
Executive Director


**FOR THE STATE OF COLORADO**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
ROBERT JAROS, CPA, MBA, JD (or designee)  
State Controller

**FOR THE COLORADO ATTORNEY GENERAL'S OFFICE**


BY: \_\_\_\_\_ Date: \_\_\_\_\_  
PHILIP J. WEISER (or designee)  
Colorado Attorney General

**FOR THE COLORADO DEPARTMENT OF REGULATORY AGENCIES**


BY:  \_\_\_\_\_ Date: 12/22/2025  
PATTY SALAZAR (or designee)  
Executive Director

My commission expires: \_\_\_\_\_

**FOR THE COLORADO DEPARTMENT OF PERSONNEL &  
ADMINISTRATION:**

BY:   
36F987D71631450 Date: 12/22/2025  
TONY GHERARDINI (or designee)  
Executive Director

**FOR THE STATE OF COLORADO**

BY:   
D1E6210AD1E546A Date: 12/22/2025  
ROBERT JAROS, CPA, MBA, JD (or designee)  
State Controller

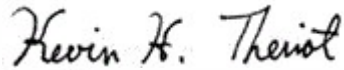
**FOR THE COLORADO ATTORNEY GENERAL'S OFFICE**

BY:  Date: 12/22/2025  
PHILIP J. WEISER (or designee)  
Colorado Attorney General

**FOR THE COLORADO DEPARTMENT OF REGULATORY AGENCIES**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
PATTY SALAZAR (or designee)  
Executive Director

**APPROVED AS TO FORM:**



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Kevin H. Theriot  
Alliance Defending Freedom  
Attorney for Plaintiff-Intervenor



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Allison Ailer  
Senior Assistant Attorney General  
Attorney for State of Colorado