

MUTUAL NON DISCLOSURE, NON DISPARAGEMENT, AND SETTLEMENT AGREEMENT

This Mutual Non Disclosure, Non Disparagement, and Settlement Agreement (“Agreement”) is entered into by and between:

- UNITEDHEALTHCARE OF COLORADO, INC., a Colorado corporation;
- ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado corporation doing business as Rocky Mountain Health Plans; and
- UNITEDHEALTH GROUP INC., a Delaware corporation (collectively, “Defendants”)

and

- SAMARA DORN, also known as Zar’Vethra SAmAirA Æcho Vixen (“Claimant”).

Defendants and Claimant are each a “Party” and, collectively, the “Parties.”

§ 1 PAYMENT AND CONSIDERATION

1.1 Amount & Timing Defendants shall pay Claimant TWO MILLION U.S. DOLLARS (USD \$2,000,000.00) as full and final consideration for the covenants herein. Payment shall be made by ACH or wire transfer to an account designated in writing by Claimant prior to any attempted defense of this complaint.

1.2 Tax Characterization The Parties stipulate and agree that the Payment constitutes compensatory damages for physical injuries and physical sickness arising from post operative hormonal destabilization, surgical complications, and related conditions, and is therefore excludable from Claimant’s gross income under Internal Revenue Code § 104(a)(2).

1.3 Reporting Claimant will provide a duly executed IRS Form W 9 upon request. Defendants may file any information return they, in good faith reliance on professional tax advice, believe the law requires, provided that

- (a) no portion of the Payment shall be reported as wages, back pay, or punitive damages, and
- (b) Defendants will not characterize the Payment as consideration for services.

1.4 Tax Indemnity If any taxing authority finally determines that Defendants are liable for additional taxes, penalties, or interest solely because the Payment was not reported as taxable income, Claimant shall indemnify Defendants for such amounts, provided Defendants

- (i) promptly notify Claimant of the assessment, and
- (ii) allow Claimant the opportunity to contest the assessment at Claimant’s expense.

§ 2 SILENCE AND NON DISCLOSURE

2.1 Scope **Claimant shall maintain total, permanent, and unconditional silence** concerning:

- (a) the facts, events, allegations, or disclosures involving Defendants;
- (b) the existence, terms, and content of this Agreement;
- (c) any written, verbal, or digital communications related to the underlying dispute; and
- (d) the website AdministrativeErasure.org, Medium, Facebook, Blue Sky, Tik tok, ect. and all associated media assets.

2.2 Content Removal Within five (5) calendar days after confirmation of Payment, Claimant shall use reasonable efforts to remove or deactivate publicly available material previously posted by Claimant pertaining to Defendants or the underlying dispute.

§ 3 NON DISPARAGEMENT

Each Party shall refrain from making any statement, directly or indirectly, that

- (a) disparages the other Party;
- (b) criticizes or undermines the other Party's character, credibility, competence, or integrity; or
- (c) would reasonably be expected to cause reputational harm.

§ 3.1 Liquidated Damages for Claimant's Breach of Non-Disparagement

If **Claimant violates the non-disparagement obligations** set forth in § 3—whether by direct statement, online post, media communication, or indirect proxy—Claimant shall be liable to Defendants for **liquidated damages in the amount of TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (USD \$250,000.00)** per breach.

This amount reflects a mutually agreed-upon estimate of reputational harm and administrative response cost and is **not a penalty**. It applies regardless of whether the breach causes financial loss, and is enforceable without a separate showing of damages.

For clarity, the **mere factual act of breach** (not publication reach or intent) triggers the obligation. This provision shall survive enforcement, is **severable**, and does **not apply** to responses made under lawful subpoena or court order pursuant to § 4.

§ 4 LEGAL COMPLIANCE — SUBPOENA CARVE OUT

Nothing in this Agreement prevents Claimant from complying with a lawfully issued subpoena, court order, or governmental directive under threat of legal penalty. Claimant shall provide Defendants with advance written notice of such compulsory process (unless legally prohibited) to permit Defendants to intervene or object.

§ 5 MUTUAL RELEASE OF CLAIMS

Upon receipt of Payment, Claimant releases and forever discharges Defendants, their parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, insurers, and assigns

from all claims, demands, causes of action, and liabilities, known or unknown, arising out of or related to the events giving rise to this Agreement.

Defendants likewise release and discharge Claimant from any and all related claims.

§ 6 NO ADMISSION

This Agreement represents a compromise of disputed claims and does not constitute an admission of liability by any Party.

§ 7 GOVERNING LAW AND ENFORCEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any dispute arising under this Agreement shall be resolved exclusively in the District Court, Mesa County, Colorado. The prevailing Party in any enforcement action shall be entitled to reasonable attorneys' fees and costs.

§ 8 ENTIRE AGREEMENT; AMENDMENTS

This document constitutes the entire agreement between the Parties. No oral statements or other writings shall modify this Agreement unless executed in writing by all Parties.

§ 9 SIGNATURES

CLAIMANT:

Samara Dorn (Zar'Vethra SAmAirA Æcho Vixen)
Date: _____

DEFENDANTS:

Authorized Representative
UnitedHealthcare of Colorado, Inc.