

COMPROMISE AND SETTLEMENT AGREEMENT

THIS COMPROMISE AND SETTLEMENT AGREEMENT is made and entered into the day and year as more particularly set forth herein in the signature lines subscribed hereto by and between the STOREY COUNTY, as employer, and SHAWN MAHAN, as employee, and STOREY COUNTY SHERIFF'S OFFICE EMPLOYEES' ASSOCIATION, OPERATING ENGINEERS LOCAL UNION NO. 3, as union representative of SHAWN MAHAN, (collectively, "the parties").

Disputes and differences have arisen between the parties with respect to the employment relationship between STOREY COUNTY and SHAWN MAHAN and, accordingly, the parties have agreed to execute this Compromise and Settlement Agreement in settlement of such disputes and differences. This Compromise and Settlement Agreement is intended to effect the extinguishment of the present employment relationship between STOREY COUNTY and SHAWN MAHAN, and to proscribe any future employment relationship between STOREY COUNTY and SHAWN MAHAN. It is expressly understood and agreed that this Compromise and Settlement Agreement is a compromise of the disputes and differences and that the consideration provided for in this Compromise and Settlement Agreement is not to be considered as an admission of liability on the part of any party, such liability being expressly denied by the parties.

In consideration of the execution of this Compromise and Settlement Agreement and in accordance with the terms herewith, STOREY COUNTY shall tender the litigation settlement sum \$99,000.00 made payable to SHAWN MAHAN and in exchange and consideration therefor, SHAWN MAHAN shall voluntarily tender his resignation from employment with STOREY COUNTY, effective September 1, 2015, agree not to be re-employed by STOREY COUNTY

absent a request by the COUNTY, and SHAWN MAHAN further agrees to waive and to release STOREY COUNTY, any of its members, directors, officers, agents and employees, from any and all damages, liabilities, expenses and costs with regard to any and all grievances, complaints and legal or contractual causes of action which SHAWN MAHAN now has, or may be able to maintain in the future, or for any person claiming by or through SHAWN MAHAN, that are based upon his past and present employment by, and voluntary resignation of employment from, STOREY COUNTY.

Without limiting the generality and applicability of the foregoing, such waiver and release includes all claims and causes of action that could be brought and maintained under 42 U.S.C. ' 1983, Title VII of the Civil Rights Act of 1964, Title IX of the Civil Rights Act of 1972, the Americans with Disabilities Act, the Rehabilitation Act, the Age Discrimination in Employment Act (29 U.S.C. Sec. 621, et. seq.), the Family Medical Leave Act, and all state laws providing similar protections. Within thirty (30) days of the last signature hereon, the parties hereto further agree that they shall promptly, and in good faith, enter into and execute any additional pleadings or documents reasonably and actually required in any pending administrative or court proceedings in order to obtain the immediate dismissal of said proceedings on the basis of this Compromise and Settlement Agreement.

In addition to the consideration noted above, SHAWN MAHAN expressly warrants that he has disclosed to the parties and their representatives the existence of any lien which has been or may be asserted in this matter by way of subrogation or otherwise against the agreed-upon settlement payment of \$99,000.00, and SHAWN MAHAN expressly warrants and agrees to hold harmless, defend and indemnify STOREY COUNTY from and against any such lien claim.

SHAWN MAHAN further warrants and agrees that upon receipt of the agreed-upon \$99,000.00 settlement payment he will satisfy in full out of the total settlement payment any and all liens, reimbursement rights, subrogation interest or claims, including any liens or obligations created by federal and/or state law, and any liens or obligations created by a state or governmental agency, including the Internal Revenue Service, which have been or may be made in the future against the settlement payments described in this Compromise and Settlement Agreement.

In consideration of the terms and provisions set forth in this Compromise and Settlement Agreement, STOREY COUNTY expressly agrees that it will expunge from the personnel file of SHAWN MAHAN the Notice of Investigation, Notices of Interviews, Letters of Termination and Investigation Report related to said termination, and STOREY COUNTY further agrees to remove any notation or reference to disciplinary action(s) taken by STOREY COUNTY against SHAWN MAHAN which are required to be removed by contract or statute. Any other portion of the personnel file of SHAWN MAHAN which is not subject to expungement or removal in accordance with this Compromise and Settlement Agreement, contract or statute, shall remain in the personnel file until the statutory time for retention has expired and SHAWN MAHAN has requested its removal.

STOREY COUNTY further agrees to issue SHAWN MAHAN a Concealed Firearm Permit as authorized by SCSO Policy 220 and the Law Enforcement Officers Safety Act of 2004 (HR-218).

In consideration of the terms and provisions set forth in this Compromise and Settlement Agreement, the parties mutually agree to refrain from unduly publicizing or broadcasting the contents of this Compromise and Settlement Agreement.

///

The parties represent and warranty that the contents of this Compromise and Settlement Agreement, and the meaning of its terms, have been reviewed and explained by legal counsel of their own choosing and that the parties actively sought and freely entered into this Compromise and Settlement Agreement voluntarily and with full knowledge of its legal significance.

This Compromise and Settlement Agreement contains the entire agreement of the parties as to those matters covered hereunder and supersedes any oral or written understandings or agreements between the aforementioned parties. The undersigned warrants that no promise or inducement has been offered except as herein set forth and that no agreement, statement, representation, or promise by any party hereto which is not contained herein shall survive the execution of this Compromise and Settlement Agreement.

This Compromise and Settlement Agreement cannot be altered or modified except by virtue of a written agreement signed by all of the parties hereto.

The undersigned further expressly agree that this Compromise and Settlement Agreement releases all claims and demands made in Federal Mediation and Conciliation Service Case No. 15-54434-A, entitled *In the Matter of a Dispute between STOREY COUNTY SHERIFF'S OFFICE EMPLOYEES' ASSOCIATION, OPERATING ENGINEERS LOCAL UNION NO. 3, Association, and STOREY COUNTY, Employer*, and the undersigned expressly agree to sign and file, or to authorize and direct their attorney of record to sign and file, a dismissal with prejudice of said case. Said dismissal shall constitute a retraxit, with each party to bear their own costs and attorneys' fees and each party shall bear one-half the cost of the arbitration conducted in this matter on September 1, 2015.

Any controversy or claim arising out of or relating to this Compromise and Settlement Agreement shall remain under the jurisdiction of Arbitrator Barry Winograd. In the event a dispute arises to which the provisions of this Compromise and Settlement Agreement are applied, each party shall bear their own attorney's fees and costs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

