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7 ATTORNEYS FOR WASHOE COUNTY

8 UNITED STATES DISTRICT COURT

9 DISTRICT OF NEVADA

10 \* \* \*

11 TONI LEAL-OLSEN, an individual; and  
12 MARCI MARGRITIER, an individual,

13 Plaintiff,

Case No. 3:17-cv-00437-MMD-WGC

14 vs.

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

15 WASHOE COUNTY, a political subdivision  
of the State of Nevada; DOE  
16 GOVERNMENTAL ENTITIES 1-10; DOE  
BUSINESS ENTITIES 1-10; and DOE 1-50,

17 Defendants.  
18 \_\_\_\_\_/

19 This Settlement Agreement and Release of Claims ("Agreement") is entered into by and  
20 between Marci Margritier ("Margritier") and Washoe County ("County").

21 WHEREAS, Margritier filed a Complaint against County in the United States District  
22 Court, District of Nevada, Case No. 3:17-cv-00437-MMD-WGC ("Complaint").

23 WHEREAS, the parties desire to resolve and settle all existing claims that, as of the date  
24 of this Agreement, have been and could have been raised in the Complaint and concerning all  
25 matters relating to its subject matter and any and all present disputes between themselves,

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1 including the Grievance filed by the Washoe County Employees Association on behalf of  
2 Margritier ("Grievance").

3 NOW, THEREFORE, in consideration of the mutual covenants and promises and other  
4 good and valuable consideration set forth herein, Margritier and County agree as follows:

5 1. SETTLEMENT PAYMENT: In exchange for settlement and release of all claims,  
6 the Parties agree to the following:

7 a. County will pay \$45,000 to Margritier, which will be paid through County  
8 Payroll as Longevity Pay ("Longevity Pay"). It will be attributed to the last 36  
9 months of her employment (adding income in the amount of \$15,000 to each of  
10 her last three 12-month periods of employment). The intent of the Parties is to  
increase Margritier's three highest years of pay in the Public Employee  
Retirement System ("PERS") for retirement benefit purposes. However, the  
Parties do not have authority over PERS computation of retirement benefits.

11 b. County will pay directly to PERS the cost of the PERS contribution in the  
12 amount of \$12,503.56 ("PERS Contribution").

13 c. County will pay \$5,096.44 in cash to Margritier ("Cash Payment").

14 d. There will be no increase in Margritier's hourly rate of pay.

15 e. Margritier's last day of employment with the County will be March 5,  
16 2018. This date may be adjusted by mutual agreement if necessary to  
accommodate Margritier's schedule to avoid a break in service between  
separation and retirement.

17 f. Margritier will continue to go to work for the County until her reports are  
18 done, and then she will use available sick leave until her last day of employment.

19 2. RELEASE OF CLAIMS: Margritier, by her signature to this Agreement, fully  
20 and forever releases, acquits and discharges County (including its administrators, agents,  
21 assignees, attorneys, contractors, departments, directors, divisions, employees, employers,  
22 executors, heirs, insurers, officers, principals, representatives, servants, subrogees, subsidiaries,  
23 successors, and spouses) from any and all attorney's fees, causes of action, claims, costs,  
24 damages, expenses, indemnities, liabilities, and obligations of every kind and nature in law and  
25 equity, filed or otherwise, presently known and unknown, against the County by reason of any

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1 injury, loss and damages, actual and consequential, arising from or relating to the claims set forth  
2 in the Complaint, including any pending grievances addressing the same issues.

3         3.       STIPULATION TO DISMISSAL OF COMPLAINT AND AGREEMENT TO  
4 RELEASE ANY OTHER CLAIMS: This Agreement is expressly contingent upon Margritier's  
5 execution and filing of stipulation for dismissal with prejudice of the Complaint against County  
6 and written withdrawal of Grievance. Each party shall bear its own costs and attorney's fees,  
7 except as otherwise expressly provided herein.

8         4.       NO ADMISSIONS: It is understood and agreed by the parties that this  
9 Agreement represents a compromise settlement of various matters, and that the promises of  
10 payment made in consideration of this Agreement shall not be construed to be an admission of  
11 any liability or obligation by any party hereto.

12         5.       TAXES: County Payroll Department shall make deductions from the Longevity  
13 Pay and PERS Contribution consistent as required by law. County shall make no deductions  
14 from Cash Payment.

15         6.       OTHER BENEFITS: Except as specifically set forth in this Agreement,  
16 Margritier shall be entitled to no other benefits, remuneration or compensation in settlement of  
17 the claims arising from and related to the matters that have and could have been raised in the  
18 Complaint, and concerning all matters relating to its subject and any disputes between Ms.  
19 Margritier and County.

20         7.       ATTORNEY'S FEES AND COSTS: Each party shall pay its own attorney's fees  
21 and costs arising out of or in any way related to and or connected with the Complaint, except as  
22 expressly provided herein.

23         8.       ASSIGNMENT: The parties represent that they have not previously assigned any  
24 claims, demands, actions and or causes of action arising out of or in any way related to the  
25 Complaint or any other claims or causes of action.  
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1           9.       APPLICABLE LAW: This Agreement shall be deemed to have been entered into  
2 and shall be construed and enforced in accordance with the laws of the State of Nevada, as  
3 applied to contracts made and to be performed entirely within Nevada.

4           10.      SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of  
5 each party including affiliates, agencies, agents, assigns, contractors, departments, divisions,  
6 heirs, officers, directors, employees, independent representatives, parent corporations, partners,  
7 personal representatives, servants, shareholders, spouses, subsidiary corporations, and  
8 successors.

9           11.      SEVERABILITY: The illegality or invalidity of any provision or portion of this  
10 Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement  
11 shall be construed as if such provision did not exist. The unenforceability of such provision shall  
12 not be held to render any other provision or provisions of this Agreement unenforceable.

13          12.      ENTIRETY OF AGREEMENT: The parties have carefully read this Agreement  
14 in its entirety before signing the same. This Agreement constitutes the entire Agreement of the  
15 parties and such is intended as a complete and exclusive statement of the promises,  
16 representations, negotiations, discussions, and other agreements that may have been made in  
17 connection with the subject matter hereof. This Agreement contains the entire agreement  
18 between the parties and all the terms and provisions of this Agreement are contractual and are  
19 not merely recitals. This Agreement was signed and executed voluntarily and without reliance  
20 upon any statement or representation not specifically set forth in this Agreement. No  
21 modification or amendment to this Agreement shall be binding upon the parties unless the same  
22 is in writing and signed by the respective parties to the Agreement.

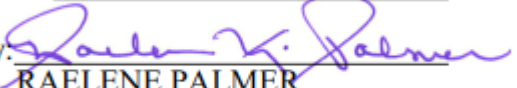
23          13.      AUTHORITY TO EXECUTE: The parties represent that they have the authority  
24 to execute this Agreement on behalf of the persons and entities on whose behalf they are signing.  
25 The parties further represent that the signatures on this Agreement are the genuine, usual and  
26 customary signatures of the persons executing this Agreement and are fully binding on such

1 persons and entities, and each person signing is legally and mentally competent to sign this  
2 Agreement and is fully authorized by law to bind himself or the principal on whose behalf she is  
3 signing.

4 Dated: 02/21/2018

5 By:   
6 WILLIAM GEDDES  
7 Attorney for Marci Margritier

Dated: 2/21/2018

By:   
RAELENE PALMER  
Attorney for Marci Margritier

8  
9  
10 Dated: 02-21-18

11 By:   
12 MARCI MARGRITIER, Plaintiff

13  
14  
15 Dated: \_\_\_\_\_

Attest:

16 By: \_\_\_\_\_  
17 MARSHA BERKBIGLER, Chair  
18 Washoe County Commission

19 \_\_\_\_\_  
20 NANCY PARENT  
21 Washoe County Clerk  
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