

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter "Agreement") is made and entered into by and between Plaintiff HEIDI HOWE (hereinafter referred to as "Plaintiff"), and Defendants WASHOE COUNTY SHERIFF'S OFFICE through WASHOE COUNTY; CHUCK ALLEN, individually and in his capacity as WASHOE COUNTY SHERIFF (hereinafter referred to as "Defendants").

WHEREAS, Plaintiff filed a lawsuit against Defendants in the United States District Court, District of Nevada, current Case No. 3:18-CV-00471-HDM-WGC (hereinafter referred to as the "Litigation"); and

WHEREAS, Plaintiff and Defendants desire to resolve and settle all existing claims concerning the issues that, as of the date of this Agreement, have been and could have been raised in the Litigation and concerning all matters relating to its subject matter and any and all disputes between themselves.

NOW, THEREFORE, in consideration of the mutual covenants and promises and other good and valuable consideration set forth herein, Plaintiff and Defendants agree as follows:

1. SETTLEMENT PAYMENT AND RELEASE OF CLAIMS: For and in consideration of the payment of forty-five thousand dollars (\$45,000.00) to Plaintiff by Washoe County, Plaintiff, by signature to this Agreement, the parties agree as follows:

- a. Plaintiff agrees to fully and forever release, acquit and discharge Defendants, as well as its administrators, agencies, agents, assignees, attorneys, contractors, departments, directors, divisions, employees, employers, executors, heirs, insurers, officers, principals, representatives, servants, subrogees, subsidiaries, successors and spouses, of and from any and all attorney's fees, causes of action, claims, costs, damages, expenses, indemnities, liabilities, and obligations of every kind and nature, in law, equity or otherwise, filed or otherwise, presently known and unknown, suspected and unsuspected, disclosed and undisclosed, which Plaintiff now has against Defendants by reason of any injury, loss or damages, actual and consequential, arising out of or in any way related to the subject of the Litigation.

- b. Plaintiff agrees to transfer possession of any and all audio recordings of Washoe County employees, whether current or former, created by Plaintiff during her employment with Washoe County to the Washoe County District Attorney's Office. Defendants agree and certify that these recordings will be held under seal at the Washoe County District Attorney's Office and will be retained pursuant to applicable records retention policy. At the time of transfer of any such recordings from Plaintiff to the Washoe County District Attorney's Office, Plaintiff further agrees to destroy any and all copies of any such recordings in her possession. Plaintiff and Defendants will work together in good faith to facilitate the transfer of the recordings. Plaintiff and Defendants agree to be bound by all other terms and conditions as detailed in the settlement conference hearing transcript dated June 10, 2021, and incorporated herein by reference.

The aforementioned payment will be satisfied by a check to payable to Midtown Law, within thirty (30) days of execution of this Agreement.

2. DISMISSAL OF ACTIONS WITH PREJUDICE: This Agreement is expressly contingent upon Plaintiff's dismissal with prejudice of the underlying Complaint and Jury Demand against Defendants and the entire Litigation. Both Plaintiff and Defendants shall execute a Stipulation for Dismissal With Prejudice, dismissing all claims asserted in the Litigation against Defendants, and providing that each party shall bear its own costs and attorney's fees.

3. NO ADMISSIONS: Plaintiff and Defendants understand and agree that this Agreement represents a compromise settlement of various matters, and that the promises of payment made in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by any party hereto.

4. TAXES: Defendants shall not withhold any amount for taxes, social security or other deductions from the Settlement Payment made to Plaintiff pursuant to this Agreement. Plaintiff, should Plaintiff so choose, will consult a professional she deems appropriate to make any determination regarding the responsibility for taxes, if any, which may be due on the Settlement Payment.

5. OTHER BENEFITS: Except as specifically set forth in this Agreement, Plaintiff shall be entitled to no other benefits or other remuneration or compensation in settlement of Plaintiff's claims arising from and related to the matters that have and could have been raised in the Litigation, and concerning all matters relating to its subject and any disputes between Plaintiff and Defendants.

6. LIENS: Plaintiff hereby agrees to release and discharge Defendants from any liens which presently exist or may exist in the future as a result of the matters referred to in this Litigation.

7. ATTORNEY'S FEES AND COSTS: Each party shall pay its own attorney's fees and costs arising out of or in any way related to and/or connected with the Litigation.

8. ASSIGNMENT: The parties hereto represent that they have not previously assigned any claims, demands, actions and/or causes of action arising out of or in any way related to the Litigation.

9. CONSTRUCTION OF AGREEMENT: Both Plaintiff and Defendants participated in the preparation and drafting of this Agreement. As such, the parties acknowledge that any doctrine of law which may operate to imply any ambiguity in this Agreement against any party hereto as the profferor of the Agreement is not applicable to this Agreement. Accordingly, this Agreement shall be interpreted as if the parties jointly and equally prepared and drafted each word, sentence and paragraph hereto.

10. APPLICABLE LAW: This Agreement is entered into, construed and enforced in accordance with the laws of the State of Nevada, as applied to contracts made and to be performed entirely within Nevada. The parties hereto consent to the exclusive jurisdiction of the United States District Court, District of Nevada for the enforcement of this Agreement.

11. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of Plaintiff and Defendants and their affiliates, agencies, agents, assigns, contractors, departments, divisions, heirs, officers, directors, employees, independent representatives, parent corporations, partners, personal representatives, servants, shareholders, spouses, subsidiary corporations and successors.

12. SEVERABILITY: The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement. This Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision(s) of this Agreement unenforceable.

13. ENTIRETY OF AGREEMENT: Plaintiff and Defendants have carefully read this Agreement in its entirety before signing the same, and understand that this Agreement constitutes the entire Agreement of the parties hereto, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in

connection with the subject matter hereof. This Agreement contains the entire agreement between the parties hereto and all the terms and provisions of this Agreement are contractual and are not merely recitals. This Agreement was signed and executed voluntarily and without reliance upon any statement or representation not specifically set forth in this Agreement. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

14. AUTHORITY TO EXECUTE: The parties hereto represent that they have the authority to execute this Agreement on behalf of the persons and entities on whose behalf they are signing. The parties hereto further represent that the signatures on this Agreement are the genuine, usual and customary signatures of the persons executing this Agreement and are fully binding on such persons and entities, and each person signing is legally and mentally competent to sign this Agreement and is fully authorized by law to bind himself or the principal on whose behalf he/she is signing.

WHEREFORE, THE FOLLOWING PERSONS FREELY AND VOLUNTARILY SIGN THIS AGREEMENT ON THE DATES INDICATED BELOW:

DATED this _____ day of _____, 2021.

Heidi Howe

APPROVED AS TO FORM AND CONTENT:

Dated this _____ day of _____, 2021.

Stephanie Rice, Esq., counsel for Plaintiff Heidi Howe

DATED this _____ day of _____, 2021.

Bob Lucey
Chairperson, Washoe County Board of County Commissioners

APPROVED AS TO FORM AND CONTENT:

Dated this _____ day of _____, 2021.

By: _____
Michael L. Large
Deputy District Attorney
Attorney for Defendants