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10/27/15

**SETTLEMENT AGREEMENT AND RELEASE**

This is a Global Settlement Agreement involving asserted and unasserted claims by Jennifer Fuentes against Woodbury County, Ed Gilliland, Mark Olson, Gloria Mollet, Stephanie Nelson, and Ryan Weber. Each of these individuals voluntarily enters into this settlement agreement. This settlement agreement is global in nature in the sense that any and all claims whether known or unknown that any one party may have against the other parties, including any claims Jennifer Feuntes may have against Woodbury County, its employees, agents, officers, elected officials, or supervisors, is considered released, discharged and terminated up to the date of this Agreement for events that have previously taken place.

Jennifer Fuentes is a former employee of Woodbury County, Iowa. She has made a claim with the Sioux City Human Rights Commission against the above named individuals alleging workplace harassment, racial discrimination, wrongful termination, a refusal to accommodate her medical needs and conspiracy to intentionally inflict emotional distress. All parties desire to fully settle any and all claims, charges, actions, cause of action or disputed issues of law and/or fact that have been raised or could have been raised by any of the parties regarding the subject of these claims and wish to reduce their agreement to writing. Woodbury County shall pay a total of \$25,000 to Jennifer Fuentes for the full and complete settlement of all claims referred to above.

This Global Settlement Agreement is a compromise of disputed claims. Nothing herein shall be construed as an admission by any party, including any payment by Woodbury County pursuant to this Global Settlement Agreement.

PATRICK F. GILL  
WOODBURY COUNTY  
AUDITOR & RECORDER &  
COMM. OF ELECTIONS  
2015 NOV 3 PM 1 12

Jennifer Fuentes has terminated her membership in the American Federation of State, County, and Municipal Employees (AFSCME); Jennifer Fuentes is no longer a Union member. The Union through its representation had submitted demands on behalf of Jennifer Fuentes. Those demands have been withdrawn. Proof of that withdrawal and termination shall be provided with the final draft of this document.

Jennifer Fuentes has incurred medical care and prescription medication to deal with the treatment she alleged she received at the hands of co-workers and superiors over the last two (2) years and the resulting termination of her employment after 17 years with the County. The medical bills total \$2,096.58. The prescriptions total \$248.16.

Jennifer Fuentes will be solely responsible for any subrogation amounts and agrees to hold all others mentioned in this global agreement harmless.

**1. DISMISSAL WITH PREJUDICE.** Within ten (10) days of receipt of the fully executed document, Jennifer Fuentes shall dismiss with prejudice all efforts she has commenced with either the Sioux City Human Rights Commission or the EEOC. The County will withdraw its appeal of the decision granting Jennifer Fuentes unemployment benefits. The parties shall bear their own attorney fees and court costs.

**2. GOVERNING LAW.** This agreement shall be governed, interpreted, and enforced in all respects in accordance with the laws of the State of Iowa, irrespective of the choice of law rules of that or any other state. The parties, by their execution of this Agreement, submit to the jurisdiction of the courts of the State of Iowa.

**3. CONSTRUCTION.** All parties, through their legal counsel, played an equal role in drafting and/or had an equal opportunity to review and/or modify the provisions set forth in this Agreement. Thus, in the event of any misunderstanding, ambiguity, or dispute concerning this

Agreement's provisions, or interpretations, the parties agree no rule of construction shall be applied that would result in having this Agreement interpreted against any party.

**4. REPRESENTATION AND COMPREHENSION OF DOCUMENT.** The parties agree that they have discussed in detail the provisions of this Agreement with their respective legal counsel and they have a full and complete understanding of its terms, and that it accurately and completely reflects the agreement of the parties, and that the signatures below signify a voluntary decision to settle actual and potential claims according to the terms stated herein.

**5. COVENANTS.** Each part covenants that they will refrain from any future antagonizing or derogatory statements about the other persons to this Agreement.

**6. INTEGRATED AGREEMENT; SEVERABILITY.** This Agreement constitutes the entire understanding between the parties concerning the subject matter. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions of this Agreement shall not be affected by such holding.

**7. COUNTERPARTS; HEADINGS.** This Agreement may be signed in counterparts and transmitted by facsimile and/or electronic copy, each of which counterparts will be deemed to be an original and which taken together will constitute the Agreement. The headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

**8. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The signatories to this Agreement represent and warrant that each has the legal right and authority to execute this Agreement in their individual or representative capacity, as applicable.

**9. CONFIDENTIALITY.** This Settlement Agreement and Release shall remain confidential to the extent permitted by law. Jennifer Fuentes and her attorney agree not to comment on any of the terms or provisions of this Settlement Agreement and Release to a third party other than they may (i) disclose the fact that this matter had been settled; (ii) release such information pursuant to a court order or written request for information from a government entity and/or a self-regulatory organization; (iii) otherwise disclose such information as compelled by law; or (iv) disclose the economic terms and provisions of this Settlement Agreement and Release to Jennifer Fuentes's accountants, attorneys and lenders as they deem necessary.

**10. LETTER OF REFERENCE.** Jennifer Fuentes will require a reasonable letter of reference to help her acquire new employment. That letter will be exchanged at the time of final execution of this document.

**WARNING--THIS AGREEMENT CONTAINS A RELEASE OF ALL CURRENT AND FUTURE CLAIMS. PLEASE READ CAREFULLY BEFORE SIGNING.**

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By signing below, each Party acknowledges review of the Settlement and Release Agreement, understands its terms, and voluntarily enters into the foregoing Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

\_\_\_\_\_  
Jennifer Fuentes

\_\_\_\_\_  
R. Scott Rhinehart  
ATTORNEY FOR JENNIFER FUENTES

*Gloria Mollet*  
\_\_\_\_\_  
Gloria Mollett

*Stephanie Nelson*  
\_\_\_\_\_  
Stephanie Nelson

*Ryan Weber*  
\_\_\_\_\_  
Ryan Weber

*Mark Olson*  
\_\_\_\_\_  
Mark Olson

*Ed Gilliland*  
\_\_\_\_\_  
Ed Gilliland

*Woodbury County*  
\_\_\_\_\_  
Woodbury County

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John C. Gray  
ATTORNEY FOR WOODBURY COUNTY

Original  
\_\_\_\_\_  
County

\_\_\_\_\_  
Jennifer Fuentes

*Gloria Mollett*  
\_\_\_\_\_  
Gloria Mollett

\_\_\_\_\_  
R. Scott Rhinehart  
ATTORNEY FOR JENNIFER FUENTES

\_\_\_\_\_  
Stephanie Nelson

*RW*  
\_\_\_\_\_  
Ryan Weber

*MO*  
\_\_\_\_\_  
Mark Olson

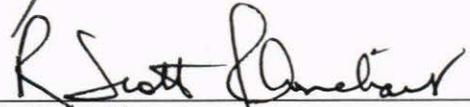
*Ed Gilliland*  
\_\_\_\_\_  
Ed Gilliland

*Woodbury County*  
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Woodbury County

*John C. Gray*  
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John C. Gray  
ATTORNEY FOR WOODBURY COUNTY

*Original  
John Gray*

  
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Jennifer Fuentes

  
\_\_\_\_\_  
R. Scott Rhinehart  
ATTORNEY FOR JENNIFER FUENTES

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Stephanie Nelson

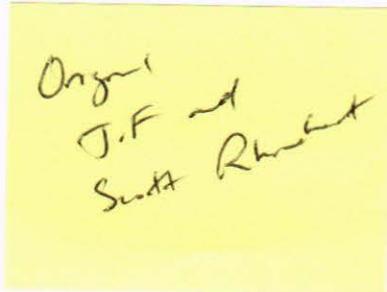
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Ryan Weber

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Mark Olson

\_\_\_\_\_  
Ed Gilliland

\_\_\_\_\_  
Woodbury County

\_\_\_\_\_  
John C. Gray  
ATTORNEY FOR WOODBURY COUNTY

  
Original  
J.F. and  
Scott Rhinehart