

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

For good and valuable consideration, Mitchell S. Hammond, Sr. (“Hammond”) hereby agrees to release and forever discharge, Storey County, Gerald Antinoro, its officers, employees, agents, servants, representatives, heirs, assigns, and all other persons, firms and corporations whatsoever (collectively, “the County” or “Releasees”), as follows:

RECITALS

1. On or about October 6, 2017, Hammond filed a lawsuit in the United States District Court, District of Nevada, entitled *Mitchell S. Hammond, Sr., Plaintiff, v. Storey County Sheriff’s Office, and Sheriff Gerald Antinoro*, bearing Case No. 3:17-cv-00618-CLB, alleging violations of USERRA and related state-law claims.
2. On or about December 11, 2017, the County and Gerald Antinoro filed an Answer.
3. On or about May 22, 2018, Hammond filed a First Amended Complaint.
4. On or about May 23, 2018, the County filed an Answer to the First Amended Complaint, denying all allegations of wrongdoing, and asserting various affirmative defenses.
5. Following negotiations between the Parties during a settlement conference conducted by Hon. Elliott Sattler on June 28, 2021, a compromise and settlement of all claims was reached between the parties, as reflected in the written memorandum signed by the parties, a copy of which is attached hereto as Exhibit 1, and more specifically described below.

AGREEMENT

In consideration of the promises set forth in this Settlement Agreement and Release of All Claims (“Release”), it is hereby agreed:

1. The settlement entails a payment to Hammond by in the total amount of One Hundred Sixty-Five Thousand Dollars, (\$165,000.00), inclusive of costs and attorney’s fees, of which amount Thirty-Thousand Dollars (\$30,000) will be paid by Storey County. Payment will be made to Mitchell S. Hammond, Sr., and his attorneys, Lewis Roca Rothgerber Christie, LLP. Hammond represents that the payment provided for herein constitutes damages on account of personal injuries and/or physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as

amended. The payment to Hammond may be subject to federal, state and local taxes as required by law. The amount to be paid to Hammond will be paid without deductions or withholdings and a Form 1099-MISC in the amount of this payment will be issued. Should it be determined by any governmental agency or other taxing authority that payment to Hammond should have been subject to withholding or deductions, it is understood and agreed that each party shall bear their respective tax liability and/or penalties, if any. Hammond further agrees and acknowledges that he has been properly paid for all hours worked for the County, that all salary, wages, benefits, and other compensation due to Hammond have been paid, and that he is not owed any other compensation in any form from the County other than as provided for in this release.

2. In addition to the payment referenced in paragraph 1, above, the County shall pay all costs charged by the Mediator for services related to the June 28, 2021 settlement conference.

3. In consideration for the payments referenced above, to which Hammond is not otherwise entitled, Hammond agrees to resign from his employment with the County by submitting a written resignation letter upon exchange of this Agreement executed by all parties. Upon receipt of Hammond's resignation letter, the payments referenced in Paragraph 1, above, will be transmitted to his counsel. The written resignation will be in a form to be approved as to content and form by the County through its counsel of record.

4. The County agrees to remove from Hammond's personnel file his evaluation for the period of September 24, 2016 to September 24, 2017, as well as any and all other negative write-ups, investigations, reports or reprimands. The County represents there are no other administrative claims or investigations currently pending against Hammond and the County agrees to not initiate any future administrative claims or investigations regarding any issues associated with Hammond's employment with the County.

5. Hammond and the County hereby mutually release and forever discharge the other, of and from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation, past, present or future, on account of or in any way growing out of Hammond's employment with the County, and all other alleged acts and/or omissions as more specifically asserted in the Complaint filed in the United States District Court, referenced above. The Release includes any and all claims for relief which could have been averred to in any legal or administrative action which has been or could be brought against Hammond or the County, specifically including but not limited to Sheriff Gerald Antinoro, and including its related public entities, as well as each and every one of its officers, directors, volunteers, current and former employees, commissioners, supervisors, elected or appointed officials, or board members, predecessors and successors, in their personal and official capacity; their

insurers and reinsurers, as well as their agents, servants, attorneys and any and all other persons, firms or corporations which might be subject to liability, in any and all actions. It also includes any and all claims which could be brought before the Nevada Employee Relations Board, or any grievance available under a collective bargaining agreement.

6. This Release also addresses and resolves any and all liabilities, claims, demands, obligations and causes of action which have been brought or which could have been brought arising directly or indirectly out of Nevada statutory and common law, tortious discharge, tort claims, breach of employment policy, breach of promise, breach of contract, intentional and emotional distress, libel, slander, assault, battery, fraud, misrepresentations, failure to pay compensation benefits, overtime, bonuses, denial of due process, claims brought under 42 U.S.C. § 1983 or 42 U.S.C. § 1988, retaliation on the basis of protected speech, retaliation and discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin or any other protected category under state or federal law, including but not limited to as prohibited by the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act, the Uniform Services Employment and Reemployment Rights Act, equitable and declaratory relief, and all federal, state and local laws prohibiting discrimination and retaliation, as well as any claims made in the above-referenced matter. The identification of specific statutes in this paragraph is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner.

7. Hammond represents there are no other administrative claims currently pending other than the pending above-referenced complaint. In the event Hammond files future claims with any administrative agency, he acknowledges that he is prohibited from recovering any compensation or damages as a result of those claims which may have been or could be brought by him or on his behalf as relates to his employment with or separation from the County.

8. It is further understood that this waiver is both knowing and voluntary as contemplated by the Federal Age Discrimination in Employment Act (“ADEA”), 29 USC § 626(f), as well as the Older Workers Benefit Protection Act, any related State age claims, and that this waiver specifically includes all claims that may arise under any portion of the language of the Federal ADEA, 29 USC § 621, *et seq.* In this regard, the undersigned hereby acknowledges that:

A. Hammond has been advised in writing to seek the advice of legal counsel prior to executing this Agreement and Release, and has, in fact, consulted with his legal counsel.

B. Hammond knowingly, freely, and voluntarily assents to all of its terms and conditions including, without limitation, the waiver, release, and covenants contained herein.

C. Hammond is executing this Release, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Hammond is otherwise entitled.

9. Hammond understands that he may take up to twenty-one (21) days to consider this Release **as to age-related claims**. Hammond understands that he may waive the twenty-one (21) day waiting period as long as that waiver is knowing and voluntary. By signature herein, Hammond acknowledges that he is waiving the twenty-one (21-day) waiting period, and such waiver is knowing, voluntary, and without coercion. Hammond acknowledges that he has had an opportunity to consult with an attorney with regard to the waiver of the waiting period.

MITCHELL S. HAMMOND, SR.

Date

10. Hammond may revoke this Agreement and Release **as to any age-related claims** within seven (7) days following the date it is executed by him as shown below. Any such revocation must be submitted in writing stating, "I hereby revoke acceptance of the Agreement and Release as relates to any age-related claims, dated _____, 2021, between Storey County, Gerald Antinoro and me," and within seven (7) business days of when the revocation is executed, the revocation must be postmarked and mailed or e-mailed to counsel for Storey County, Attention Rebecca Bruch; c/o Lemons, Grundy & Eisenberg, 6005 Plumas Street, Third Floor, Reno, NV, 89519, rb@lge.net.

11. Hammond acknowledges that he cannot waive the seven-day revocation period as to age-related claims, which will begin to run once the 21-day waiting period has expired, or when the County through its counsel receives notice that the 21-day waiting period as to age-related claims has been waived, whichever is sooner. The above-referenced consideration will be facilitated through the County as soon as the required paperwork and dismissals have been completed.

12. Hammond hereby declares and represents that the losses sustained are uncertain and indefinite and in making this release and agreement it is understood and agreed that he relies wholly upon his own judgment, belief and knowledge of the nature, extent, and duration of said losses and damages. IT IS HAMMOND'S INTENT AND UNDERSTANDING THAT ANY CLAIM FOR PRESENTLY UNKNOWN LOSSES IS INCLUDED WITHIN THE TERMS AND THE CONTEXT OF THIS

RELEASE, and that he has not been influenced to any extent whatsoever in making this release by any representations or statements regarding said losses or regarding any other matters made by persons, firms, or corporations who are hereby released, or by any person or persons representing them or employed by them.

13. Hammond further understands and agrees that this settlement is a compromise of doubtful and disputed claims, and that the payment is not to be construed as an admission of liability by the County or Antinoro, such liability being expressly denied. No provision of this Agreement is to be construed or shall be interpreted as rendering either party a prevailing party for any reason, including but not limited to an award of costs or fees. Hammond understands and agrees that the parties will bear their respective fees and costs except as to costs associated with the mediator, which are to be paid by the County.

14. Hammond further agrees to authorize his attorney to dismiss the action presently filed in the United States District Court, Case No. 3:17-cv-00618-CLB with prejudice. Hammond understands that the dismissal of the action is in its entirety, the parties to bear their respective costs and attorney's fees.

15. Hammond waives any claim or request for employment or reinstatement to employment in any capacity or position with the County and specifically agrees that he will not seek employment in any capacity at or with the County in the future, or with any known agency of the County. Hammond agrees if he applies for employment with the County and such application is denied, he is not entitled to be hired or accrue any damages related thereto.

16. Hammond and the County further mutually agree that each shall be held harmless from and indemnified against all losses, damages, costs and expenses, including reasonable attorney fees, and all other sums which said Hammond or the County may hereafter incur, pay, be required or become obligated to pay on account of any and every further, additional or other demand, claim or suit by or on behalf of the undersigned or any other person, firm, or corporation for any loss as provided in this release, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part or provision of said release for any reason whatsoever, or for any breach of any of the terms of this release by the undersigned.

17. Hammond, the County and Sheriff Antinoro further mutually agree not to make or cause to be made, defamatory or disparaging statements about the other in any form or forum, including social media, press, or any other platform, which would in any way damage the other in any business or professional relationship. Hammond acknowledges that the County is not responsible for any statements made by anyone other than senior-level management or senior-level staff or elected

officials within the County. This exclusion from responsibility includes statements made by lower-level staff over whom the County has limited control. The County and Sheriff Antinoro acknowledge that Hammond is not responsible for any statements made by anyone over whom Hammond has no or limited control.

18. Hammond acknowledges that the County is required to comply with NRS 239B.020 with regard to any inquiry made by an applicable agency, and such compliance does not constitute disparagement as contemplated by this Release.

19. The County agrees all inquiries regarding Hammond made to the County will be referred to its Human Resources Department. The County will limit its response to providing the date of hire, date of resignation and position held, unless otherwise required under NRS 239B.020 or other governmental legal process, including but not limited to receipt of a valid subpoena.

20. Hammond further covenants and agrees that this Release is a settlement in good faith, with full knowledge of the facts and circumstances of said incidents and relationships, and that this document contains the entire agreement between the parties hereto.

21. The waiver of a breach of any provision of this agreement shall not be construed as a waiver of any subsequent breach. No waiver or modification of this agreement shall be valid unless in writing and duly executed by an authorized representative of both parties. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties unless such waiver or modification is in writing and signed. The parties agree that the provisions of this paragraph may not be waived except as herein set forth.

22. The parties agree that although this Release has been prepared by counsel for the County, all parties have had an opportunity to thoroughly review the Release, and each has been advised of an opportunity to retain an attorney. As such, by executing this Release, each party agrees that the Release shall not be construed against any other based upon any claim that the Release was prepared by attorneys for the County, or that Hammond has been prejudiced thereby.

23. The parties agree that Mediator Elliott Sattler retains jurisdiction to resolve any issues that may arise as a result of the settlement reached at the mediation or this agreement.

24. Hammond acknowledges approval of this Release is subject to deliberation and a vote by the Storey County Board of County Commissioners, which must occur in an open meeting in compliance with Nevada's open meeting laws.

APPROVED AS TO CONTENT AND FORM

ATTORNEY FOR STOREY COUNTY
AND GERALD ANTINORO

Date

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Release as a compromise of a disputed claim this ____ day of _____, 2021.

AUTHORIZED REPRESENTATIVE FOR
STOREY COUNTY

STATE OF NEVADA)
)
COUNTY OF _____)

On the ____ day of _____, 2021, personally appeared before me, a Notary Public, _____, Authorized Representative for Storey County, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Release as a compromise of a disputed claim this ____ day of _____, 2021.

GERALD ANTINORO

STATE OF NEVADA)
)
COUNTY OF _____)

On the ____ day of _____,2021, personally appeared before me, a Notary Public, GERALD ANTINORO, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC