

## **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 STOREY COUNTY, as employer, and ANTHONY FRANCONI as employee, and NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS, CWA LOCAL 9110, AFL-CIO, as union representative of ANTHONY FRANCONI (collectively, "the parties").

Disputes and differences have arisen between the parties with respect to the termination of the employment relationship between STOREY COUNTY and ANTHONY FRANCONI and, accordingly, the parties have agreed to execute this Compromise and Settlement Agreement in settlement of such disputes and differences. 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.

It is expressly understood and agreed that this Compromise and Settlement Agreement is a compromise of any and all disputes and differences which have been raised, or could have been raised, between STOREY COUNTY, STOREY COUNTY SHERIFF'S OFFICE, STOREY COUNTY SHERIFF GERALD ANTINORO and ANTHONY FRANCONI, including, but not limited to, any and all pending legal matters pursued by ANTHONY FRANCONI against STOREY COUNTY.

In consideration of the terms and provisions set forth in this Compromise and Settlement Agreement, STOREY COUNTY expressly agrees that it will expunge from ANTHONY FRANCONI's personnel file any Notice of Investigation, Notices of Interviews, Letters of Termination and Investigation Report related to said termination. STOREY COUNTY expressly

agrees further that it will expunge any and all documents pertaining to pending or completed disciplinary matters for ANTHONY FRANCONI's failure to return to work and/or those matters covered by the May 1, 2019 internal affairs investigation of ANTHONY FRANCONI.

As part of this Compromise and Settlement Agreement, ANTHONY FRANCONI will forthwith voluntarily dismiss, with prejudice, his claim initiated against STOREY COUNTY for alleged violation of any and all employment rights under the applicable Collective Bargaining Agreement between STOREY COUNTY and Storey County Sheriff's Office Employees' Association/Nevada Association of Police & Sheriff's Officers which is pending before Arbitrator Kenneth Cloke. ANTHONY FRANCONI will further forthwith voluntarily dismiss, with prejudice, Case No. 2018-018, the pending matter he commenced against STOREY COUNTY before the State of Nevada Employee Management Relations Board. ANTHONY FRANCONI will further forthwith voluntarily dismiss, with prejudice, EEOC No.: 550-2020-00731, the pending matter he commenced against STOREY COUNTY before the United States Equal Employment Opportunity Commission.

ANTHONY FRANCONI 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 now has, or may be able to maintain in the future, or for any person claiming by or through that are based upon his past employment by, and termination 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 and all 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 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. 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. This Agreement shall be governed by and subject to the laws of the State of Nevada presently in effect and all amendments thereto.

IN WITNESS WHEREOF, the undersigned has executed this Compromise and Settlement Agreement this day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Anthony Francone

STATE OF NEVADA        )  
:ss                                )  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before the undersigned, a Notary Public in and for said County and State, \_\_\_\_\_, who acknowledged to the undersigned that he executed the above instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Compromise and Settlement Agreement this day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
STOREY COUNTY

STATE OF NEVADA        )  
:ss                                )  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before the undersigned, a Notary Public in and for said County and State, \_\_\_\_\_, who acknowledged to the undersigned that he executed the above instrument.

\_\_\_\_\_  
Notary Public