

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (“General Release”), entered into by the parties referenced herein, is entered into as of the Effective Date of this General Release, by and among [REDACTED] and SAN JUAN COUNTY and the SAN JUAN COUNTY SHERIFF’S OFFICE, (collectively “San Juan County”). [REDACTED] and San Juan County are sometimes individually referred to in this General Release as a “Party” or collectively referred to as the “Parties.” The Parties are executing this General Release concerning the following matters:

RECITALS

WHEREAS, San Juan County terminated [REDACTED] with the San Juan County Sheriff’s Office on or around June 21, 2018, which [REDACTED] appealed to a Hearing Officer, who held a hearing on that matter on October 11, 2019, and November 15, 2019;

WHEREAS, on July 15, 2020, the Hearing Officer ordered that [REDACTED] be reinstated to [REDACTED] position with the San Juan County Sheriff’s Office with payment of back pay.

WHEREAS, in 2020 San Juan County reinstated [REDACTED] former position and provided [REDACTED] with an amount of back pay that it calculated [REDACTED] was entitled to under the Hearing Officer’s decision, however, [REDACTED] claims that San Juan County owes [REDACTED] an additional amount of back pay, among other damages.

WHEREAS, on or around February 14, 2022, [REDACTED] filed a Rule 65B Petition for Extraordinary Relief (hereinafter the “Rule 65B Petition”) in the Seventh Judicial District Court in San Juan County, Utah, Case No. 220700003, against San Juan County, seeking, in addition to other requested relief, damages.

WHEREAS, San Juan County denies that [REDACTED] entitled to additional back pay, that it engaged in the actions alleged by [REDACTED] in [REDACTED] Rule 65B Petition, or that its actions or the actions of its officers or employees violated state or federal laws or regulations; and,

WHEREAS, to avoid the burden and expense to San Juan County taxpayers that continued litigation would require, the Parties, in order to compromise and settle all claims between them, including, but not limited to, the claims and relief requested in the Rule 65B Petition and that are related to [REDACTED] employment with San Juan County, generally, desire to enter into a general release that includes the following provisions contained herein;

NOW, THEREFORE, in consideration of the preceding Recitals and the terms and conditions set forth herein, and for good and valuable consideration as described below, the Parties hereto agree as follows:

1. Release of Claims.

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- A. **General Release.** In consideration of the mutual promises contained herein, ██████████ and/or representatives hereby and unconditionally releases, acquits, and forever discharges SAN JUAN COUNTY and the SAN JUAN COUNTY SHERIFF'S OFFICE, and all of their past, present, and future officers, officials, insurers, reinsurers, attorneys, agents, servants, representatives, employees, partners, predecessors, and successors in interest, assigns, trustees, and all persons acting by or through them, or any of them (collectively the "Released Parties") of and from any and all claim(s), demand(s), damage(s), contracts, agreements, causes of action, and/or judgments which exist by nature of ██████████ claimed injuries or damages, any claims which arise out of common law, any claim arising from or related to ██████████ employment, ██████████ appeal of ██████████ previous termination, ██████████ Rule 65B Petition, and/or any claim, whether known or unknown, of any kind whatsoever, that occurred at any time up to and including the date of the signing of this General Release. ██████████ acknowledges that this release includes, but is not limited to, any and all claims arising under the National Labor Relations Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Employee Retirement Income Security Act of 1974, as amended, the Equal Pay Act, the Sarbanes-Oxley Act of 2002, the Utah Antidiscrimination Act, the Americans with Disabilities Act, as amended, the Family Medical Leave Act, the Older Workers Benefit Protection Act of 1990, the False Claims Act, or any other federal, state, or local law or rule relating to employment, discrimination, and/or retaliation;
- B. **Scope of Release:** ██████████ further understands and agrees that the occurrences at issue in the Rule 65B Petition and associated events may have caused injuries or damages, or given rise to claims for damages, the existence of which and the consequences of which are now unknown, but which may become known in the future. ██████████ NEVERTHELESS INTENDS TO AND DOES RELEASE ALL CLAIMS FOR ALL INJURIES, DAMAGES, OR CLAIMS OF WHATEVER TYPE OR NATURE, WHETHER NOW KNOWN OR UNKNOWN, AND WHETHER NOW IN EXISTENCE OR HEREAFTER TO ARISE;
- C. **Compromise Agreement.** ██████████ further declares and represents that ██████████ has not been influenced to any extent whatever in making this Release by any representations or statements made by the persons, firms, organizations, entities, or corporations who are hereby released or by any person or persons representing or affiliated with the Released Parties. ██████████ further understands and agrees that this settlement is the compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability on the part of any of the Released Parties, who expressly deny ██████████ allegations, as well as any other liabilities;
- D. **Waiver.** ██████████ agrees that ██████████ has been paid all compensation, remuneration, and wages due to ██████████ in any form and ██████████ expressly waives and revokes any right to receive or seek additional wages, compensation, damages, costs, expenses, remuneration, or other monetary award or benefit stemming from ██████████ allegations, or

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any other claim or injury released by ██████████ this General Release, except as otherwise set forth herein; and

- E. Attorneys Fees and Costs. ██████████ further understands and agrees that the Payment fully satisfies, and that this is a release of, all claims of any kind against San Juan County for attorneys fees and costs.

2. Consideration. In consideration of the releases and the other good and valuable consideration set forth in this General Release, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree to the following terms:

- A. Payment. San Juan County agrees to pay ██████████ the sum of eighty-two thousand five hundred dollars, (\$82,500) (the "Payment"). Payment will be made by San Juan County, and/or by a representative acting on San Juan County's behalf, by check, made out to ██████████. Once the Effective Date of the General Release has passed, the Payment will be issued within thirty (30) days after the following have occurred: San Juan County's counsel has received a completed form W-9 from ██████████, the San Juan County Commission has formally approved the Payment, and ██████████, through ██████████ counsel, has given approval to file a stipulated motion to dismiss ██████████ Rule 65B Petition, with prejudice, indicating that each party will bear its respective fees and costs. The Parties agree that the Payment will be mailed to ██████████ ██████████ San Juan County, and/or a representative acting on San Juan County's behalf, will provide a form 1099 for the Payment.
- B. Taxes and Indemnification. ██████████ agrees and acknowledges that San Juan County has not deducted state and/or federal taxes from the Payment. ██████████ also agrees and acknowledges that ██████████ is responsible for any and all tax liability that does or may result from the Payment and/or tax liability or tax payments that might be related to any other terms of this General Release. ██████████ acknowledges and agrees that San Juan County has made no representations as to the taxability of the Payment. The parties acknowledge ██████████ claim that San Juan County withheld the incorrect amount of taxes on a payment paid to ██████████ incident to ██████████ reinstatement. San Juan County takes no position on this, except to acknowledge that ██████████ preserves this claim solely as it relates to state and federal tax authorities relative to any tax liability ██████████ may or may not have relative to the payment set forth herein. ██████████ agrees not to seek or make any claim or claims against San Juan County for contribution, indemnity, compensation, recompense, damages, costs, or penalties if a determination is made that any portion of the Payment was or was not taxable or non-taxable, as the case may be. In addition, ██████████ understands and agrees that San Juan County has no duty to defend against any claim or assertion that Payment or any portion thereof should be treated as taxable income, nor any obligation to appeal any determination that said sum or any portion thereof should be treated as taxable income. In exchange, San Juan agrees not to take any position on whether said sum or any portion thereof should be treated as taxable income. Further, if any such taxes are owed or requested

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by a state or federal agency, [REDACTED] agrees to hold San Juan County and the Released Parties harmless for payment of such taxes, including any fines, fees, or other damages imposed due to any failure or delay by [REDACTED] to pay any applicable taxes.

3. Intent of the Parties. The Parties intend that this General Release shall be effective as a full and final accord and release of each and every matter specifically or generally referenced herein and any legal matter which might exist between the Parties as of the Effective Date.

4. Employee's Cooperation. [REDACTED] agrees to cooperate fully and to execute all supplementary documents, including but not limited to, instructing [REDACTED] attorney to approve a Stipulated Motion to Dismiss and related order regarding dismissal of the Rule 65B Petition and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this General Release.

5. No Admission of Liability. [REDACTED] further understands and agrees that this General Release is a settlement is the compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of any of the Released Parties, referred to above, who are released herein and by whom liability is expressly denied.

6. No Warranties or Representations. The Parties each acknowledge that, except as expressly stated in this General Release, no Party (nor any of their agents, employees, attorneys, or representatives) has made any statement or representation to any other Party regarding any fact relied on by any other Party in entering into this General Release. The Parties specifically acknowledge that they have not relied on any statement, representation, or promise of any other Party, or of any of their agents, employees, attorneys, or representatives in executing this General Release, except as expressly set forth herein. In addition, each of the Parties acknowledges that they each execute this General Release as an act of free will.

7. Binding on Successors. This General Release and the covenants and conditions contained herein shall apply to, and be binding upon or inure to the administrators, executors, legal representatives, heirs, assignees, successors, agents, and assigns of the Parties hereto.

8. Construction. This General Release shall not be construed against the party preparing it but shall be construed as if all Parties jointly prepared this General Release and any uncertainty and ambiguity shall not be interpreted against any one Party.

9. Actions by Employee. [REDACTED] covenants and represents that, with the exception of the Rule 65B Petition, [REDACTED] has not filed any complaints, charges, or lawsuits against San Juan County with any governmental agency or court and that [REDACTED] will not do so at any time hereafter with respect to the matters released under this General Release.

10. Modification. This General Release shall not be modified by any Party by an oral representation made before or after the execution of this General Release. All modifications must be in writing and signed by both Parties.

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11. Counterparts. This General Release may be executed in multiple counterparts, each of which shall be deemed an original General Release, and all of which shall constitute one agreement as of the Effective Date. Photocopies, facsimile copies, and emailed copies of the executed General Release or an executed signature page of the General Release may be treated as an original and will have the same force and effect as an original.

12. Severability. The Parties agree that if any provisions of this General Release are inconsistent with existing law, such provisions shall be deemed to be rescinded or modified in accordance with existing law. In all other respects, the Parties agree that the other provisions of this General Release shall continue and remain in full force and effect.

13. Confidentiality. The Parties agree that the terms of this General Release shall remain confidential and shall not be disclosed to anyone who is not a party to this General Release, other than ██████████ legal and accounting professionals who are or may be retained by any of the Parties, and, except to the extent such disclosure is expressly agreed to in writing by the non-disclosing party, is required by law or court order, or otherwise required to effectuate a dismissal of the Rule 65B Petition. Notwithstanding the foregoing, either party may disclose the terms of this General Release as required by law and San Juan County may disclose this General Release to the other Released Parties, its officers, officials, and as otherwise required in the normal course of its business dealings.

This section is not intended to violate any state or federal rule or law and the Parties agree that in the event of any such violation, this section shall automatically be amended to allow the minimum amount of disclosure required to comply with such rule or law. The Parties further agree to maintain the confidentiality of the acts taken during the negotiation of this General Release. The Parties agree that valuable consideration has been given in exchange for this confidentiality provision. Furthermore, ██████████ also understands and agrees that if the terms of this General Release are shared with ██████████ lawyer or accountant, those individuals are under the same requirement to keep confidential the terms of the General Release, and any failure to maintain that confidentiality by an individual to whom ██████████ disclosed the terms of this General Release will have the same consequences as a breach of this section by ██████████

14. Authority. The Parties each represent and warrant to the other Party that the individual or individuals signing this General Release on each Party's behalf are authorized to bind the Party to this General Release. This General Release must be executed by the Parties and no settlement discussions, email exchanges, or any other understanding that does not include signatures on this General Release shall constitute evidence of a binding agreement.

15. Subsequent Legal Action. If it becomes necessary for any Party to enforce the provisions of this General Release or to obtain redress for the breach or violation of any of its provisions, whether through litigation, arbitration, non-judicial processes, or other legal action, the prevailing Party shall be entitled to recover all reasonable costs and expenses associated with such enforcement, including reasonable attorney fees, from the other Party.

16. Entire Agreement. This General Release contains the entire understanding and agreement between the Parties regarding the matters referred to herein. No other representations or other

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prior or contemporaneous agreements which are not specifically incorporated herein shall bind any of the Parties hereto. Each Party hereto acknowledges that they have not executed this General Release in reliance on any promise, representation, or warranty made by another Party to this General Release not contained within the expressed terms of this General Release.

17. Choice of Law. This General Release is to be interpreted, enforced, and governed by and under the laws of the State of Utah, without giving effect to the conflict-of-laws, rules, and principles thereof. Any lawsuit arising out of this General Release must be brought in or otherwise resolved in the Seventh District Court in and for San Juan County, State of Utah.

18. Effective Date. The Effective Date of this General Release shall be the last day that either of the Parties, through their legal representatives, receives a fully executed copy of the General Release.

IN WITNESS HEREOF, the Parties have executed this General Release as follows:

██████████ ██████████

SAN JUAN COUNTY

Signature Date

Signature Date

Printed Name

Title

SAN JUAN COUNTY SHERIFF'S OFFICE

Signature Date

Printed Name

Title