

1 CHRISTOPHER J. HICKS  
Washoe County District Attorney  
2 MARY KANDARAS  
Deputy District Attorney  
3 Nevada State Bar Number 3974  
ATTORNEYS FOR WASHOE COUNTY  
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6 UNITED STATES DISTRICT COURT  
7 DISTRICT OF NEVADA  
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9 \* \* \*

10 TONI LEAL-OLSEN, an individual,

11 Plaintiff,

Case No. 3:17-cv-00437-MMD-WGC

12 vs.

13 WASHOE COUNTY, a political subdivision  
of the State of Nevada; DOE  
14 GOVERNMENTAL ENTITIES 1-10; DOE  
BUSINESS ENTITIES 1-10; and DOE 1-50,

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

15 Defendants.  
16 \_\_\_\_\_/

17 This Settlement Agreement and Release of Claims ("Agreement") is entered into by and  
18 between Toni Leal-Olsen ("Leal-Olsen") and Washoe County ("County").

19 WHEREAS, Leal-Olsen filed a Complaint against County in the United States District  
20 Court, District of Nevada, Case No. 3:17-cv-00437-MMD-WGC ("Complaint").

21 WHEREAS, the parties desire to resolve and settle all existing claims that, as of the date  
22 of this Agreement, have been and could have been raised in the Complaint and concerning all  
23 matters relating to its subject matter and any and all present disputes between themselves,  
24 including the 2017 Grievance filed by the Washoe County Employees Association on behalf of  
25 Leal-Olsen ("Grievance") and a 2018 Complaint of Retaliation filed with Human Resources.  
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1 NOW, THEREFORE, in consideration of the mutual covenants and promises and other  
2 good and valuable consideration set forth herein, Leal-Olsen and County agree as follows:

3 1. SETTLEMENT PAYMENT: In exchange for settlement and release of all claims,  
4 the Parties agree to the following:

5 a. Leal-Olsen shall be grandfathered into Criminalist II position as of July 1,  
6 2016 at the top of the pay scale for each applicable time period.

7 b. County shall pay the total amount of at least \$80,592.26 in back wages,  
8 which includes longevity pay in the amount of \$29,925.00. The Public Employee  
9 Retirement System ("PERS") contribution is a total amount of \$22,078.19 for  
10 both back wages and longevity pay. This amount is based on a simulated  
11 paycheck was run through 4/2019 based on 80 hours of regular pay per cycle. *The*  
12 *total amount at this time is \$102,670.45.* The final amount may be slightly larger  
13 due to any added overtime.

14 (i) The amount for longevity pay will be credited to the period of  
15 December 16, 2014 through and including June 30, 2016 and paid in six months  
16 increments as is Washoe County's normal practice.

17 (ii) The intent of the Parties is to increase Leal-Olsen's three highest years  
18 of pay in the PERS for retirement benefit purposes, which is currently believed to  
19 be the period of December 16, 2014 through and including November 12, 2017,  
20 and the parties will use their best efforts to effect such a result, including by  
21 consenting to and requesting such a result from the agents and representatives of  
22 PERS and cooperating with all interested persons to achieve that end.

23 c. County will pay \$21,484.00 to Leal-Olsen for fees and costs.

24 d. Leal-Olsen will retire upon eligibility – approximately March 27, 2020.  
25 This date may be adjusted by mutual agreement if necessary, to accommodate  
26 Leal-Olsen's schedule to avoid a break in service between separation and  
retirement.

27 2. TRAINING OR CREDIT FOR PRIOR TRAINING: Concerning Leal-Olsen's  
28 2018 Complaint of Retaliation filed with Human Resources, County agrees to either send Leal-  
29 Olsen to Trajectory Training (or its equivalent that would confer on her the same employment  
30 benefits and eligibilities as Trajectory Training would confer on her), or the County will  
31 recognize and accept all credit for Leal-Olsen's prior Trajectory Training and allow her to  
32 complete the remaining Trajectory Training with her peers in FIS, before she retires.

33 3. RELEASE OF CLAIMS: Leal-Olsen, by her signature to this Agreement, fully  
34 and forever releases, acquits and discharges County (including its administrators, agents,

1 assignees, attorneys, contractors, departments, directors, divisions, employees, employers,  
2 executors, heirs, insurers, officers, principals, representatives, servants, subrogees, subsidiaries,  
3 successors, and spouses) from any and all attorney's fees, causes of action, claims, costs,  
4 damages, expenses, indemnities, liabilities, and obligations of every kind and nature in law and  
5 equity, filed or otherwise, presently known and unknown, against the County, by reason of any  
6 injury, loss and damages, actual and consequential, arising from or relating to the claims set forth  
7 in the Complaint, including any pending grievances addressing the same issues.

8           4.       STIPULATION TO DISMISSAL OF COMPLAINT AND AGREEMENT TO  
9 RELEASE ANY OTHER CLAIMS: This Agreement is expressly contingent upon Leal-Olsen's  
10 execution and filing of stipulation for dismissal with prejudice of the Complaint against County  
11 and written withdrawal of 2017 Grievance and 2018 Complaint to Human Resources. Each  
12 party shall bear its own costs and attorney's fees, except as otherwise expressly provided herein.

13           5.       NO ADMISSIONS: It is understood and agreed by the parties that this  
14 Agreement represents a compromise settlement of various matters, and that the promises of  
15 payment made in consideration of this Agreement shall not be construed to be an admission of  
16 any liability or obligation by any party hereto.

17           6.       TAXES: County Payroll Department shall make deductions from the Longevity  
18 Pay and PERS Contribution consistent as required by law. County shall make no deductions  
19 from Cash Payment.

20           7.       OTHER BENEFITS: Except as specifically set forth in this Agreement, Leal-  
21 Olsen shall be entitled to no other benefits, remuneration or compensation in settlement of the  
22 claims arising from and related to the matters that have and could have been raised in the  
23 Complaint, and concerning all matters relating to its subject and any disputes between Ms. Leal-  
24 Olsen and County.

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1           8.       ATTORNEY'S FEES AND COSTS: Each party shall pay its own attorney's fees  
2 and costs arising out of or in any way related to and or connected with the Complaint, except as  
3 expressly provided herein.

4           9.       ASSIGNMENT: The parties represent that they have not previously assigned any  
5 claims, demands, actions and or causes of action arising out of or in any way related to the  
6 Complaint or any other claims or causes of action.

7           10.      APPLICABLE LAW: This Agreement shall be deemed to have been entered into  
8 and shall be construed and enforced in accordance with the laws of the State of Nevada, as  
9 applied to contracts made and to be performed entirely within Nevada.

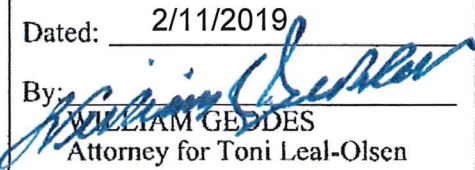
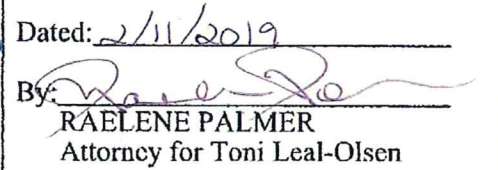
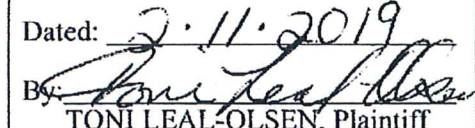
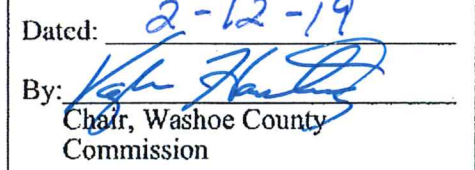

10          11.      SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of  
11 each party including affiliates, agencies, agents, assigns, contractors, departments, divisions,  
12 heirs, officers, directors, employees, independent representatives, parent corporations, partners,  
13 personal representatives, servants, shareholders, spouses, subsidiary corporations, and  
14 successors.

15          12.      SEVERABILITY: The illegality or invalidity of any provision or portion of this  
16 Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement  
17 shall be construed as if such provision did not exist. The unenforceability of such provision shall  
18 not be held to render any other provision or provisions of this Agreement unenforceable.

19          13.      ENTIRETY OF AGREEMENT: The parties have carefully read this Agreement  
20 in its entirety before signing the same. This Agreement constitutes the entire Agreement of the  
21 parties and such is intended as a complete and exclusive statement of the promises,  
22 representations, negotiations, discussions, and other agreements that may have been made in  
23 connection with the subject matter hereof. This Agreement contains the entire agreement  
24 between the parties and all the terms and provisions of this Agreement are contractual and are  
25 not merely recitals. This Agreement was signed and executed voluntarily and without reliance  
26 upon any statement or representation not specifically set forth in this Agreement. No

1 modification or amendment to this Agreement shall be binding upon the parties unless the same  
2 is in writing and signed by the respective parties to the Agreement.

3 14. AUTHORITY TO EXECUTE: The parties represent that they have the authority  
4 to execute this Agreement on behalf of the persons and entities on whose behalf they are signing.  
5 The parties further represent that the signatures on this Agreement are the genuine, usual and  
6 customary signatures of the persons executing this Agreement and are fully binding on such  
7 persons and entities, and each person signing is legally and mentally competent to sign this  
8 Agreement and is fully authorized by law to bind himself or the principal on whose behalf she is  
9 signing. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS.

10 Dated: <u>2/11/2019</u> 11 By:  12 WILLIAM GEDDES 13 Attorney for Toni Leal-Olsen	Dated: <u>2/11/2019</u> By:  RAELENE PALMER Attorney for Toni Leal-Olsen
14 15 16 Dated: <u>2-11-2019</u> 17 By:  18 TONI LEAL-OLSEN, Plaintiff	
19 20 21 Dated: <u>2-12-19</u> 22 By:  23 Chair, Washoe County 24 Commission	21 Attest: 22  23 24 NANCY PARENT 25 Washoe County Clerk 26