

AGREEMENT FOR RESIGNATION AND RELEASE OF CLAIMS

This Agreement for Resignation and Release of Claims (“Agreement”) is entered into between the Colorado Judicial Department, State Court Administrator’s Office (hereinafter referred to collectively as the “DEPARTMENT”) and Mindy Masias (hereinafter referred to as “EMPLOYEE”). DEPARTMENT and EMPLOYEE may collectively be referred to as the parties.

RECITALS

WHEREAS, EMPLOYEE currently works in the position of Chief of Staff for the Office of the State Court Administrator, and serves as the Director of the Executive Division of the Office of the State Court Administrator;

WHEREAS, EMPLOYEE desires to voluntarily resign from her position under the terms and conditions of this Agreement; and

WHEREAS, the DEPARTMENT is willing to accept EMPLOYEE’S voluntary resignation in exchange for a full release of claims in accordance with the terms and conditions set forth below;

IN CONSIDERATION of the mutual and unilateral covenants, obligations, promises and warranties contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

OBLIGATIONS OF EMPLOYEE

1. Resignation. EMPLOYEE agrees to submit to the State Court Administrator, Christopher Ryan, a non-revocable letter of resignation, neutral in its wording, upon her execution of this Agreement, which shall occur on or before March 15, 2019. The resignation shall be effective March 19, 2019. EMPLOYEE understands and agrees that in doing so she waives any and all rights to withdraw the resignation and agrees that having voluntarily resigned she has no right to any grievance, appeal or review under the Colorado Judicial System Personnel Rules.

2. General Release

a. EMPLOYEE, including her successors, assigns, agents and estate, hereby releases DEPARTMENT and all current and former employees, officers, agents and attorneys, in their official or personal capacities, from any and all claims, causes of action, liabilities, expenses, attorney fees or damages waivable by law which EMPLOYEE may have or may assert against them as a result of any actions or omissions of the DEPARTMENT or any of its current and former employees, officers, agents or attorneys which have occurred or should have occurred on or prior to the date of this Agreement arising out of or relating to her employment with DEPARTMENT and/or her resignation.

b. EMPLOYEE further agrees and covenants that she will not sue, or assert any cause of action, at law or in equity, before any court of law or administrative agency, against the DEPARTMENT or any of its current and former employees, officers, agents or attorneys, in their official or personal capacities, for any claims, causes of action, liabilities, expenses, or damages arising out of any actions or omissions of the DEPARTMENT or any of its current and former employees, officers, agents, or attorneys which occurred or should have occurred on or prior to the date of this Agreement arising out of or relating to, in any way, her employment with the DEPARTMENT and/or her resignation, including without limitation, any and all claims waivable by law for violations of the civil rights laws or employment laws of the United States and/or the State of Colorado. This release of claims shall include, without limitation, any claims or cause of actions under: the Constitution of the United States or the State of Colorado; Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; 42 U.S.C. §§1981 and 1983, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990, as amended, including the ADA Amendments Act of 2008; the Civil Rights Acts of 1991; the Family and Medical Leave Act of 1993, as amended; the Equal Pay Act; the Rehabilitation Act of 1973, as amended; the Colorado Anti-Discrimination Act, as amended; the Colorado Judicial System Personnel Rules; any Chief Justice Directive or Colorado Judicial Department policy; and any other state or federal statute or regulation.

c. EMPLOYEE warrants that she has not filed a charge or claim with the Equal Employment Opportunity Commission or any state agency, or any other complaint, civil action, or lawsuit, against the DEPARTMENT, and further that EMPLOYEE has not assigned or transferred to any person any portion of any claim which is released and waived by this Agreement. Nothing in this section shall restrict EMPLOYEE from filing a charge with the Equal Employment Opportunity Commission, or an equivalent state agency, or participating in agency proceedings. However, EMPLOYEE understands and agrees that, by entering into this Agreement, she is releasing any and all individual claims for relief, including any right to payment of any kind from any charge or complaint that is not restricted or waived in this Agreement.

3. Non-Disclosure. EMPLOYEE agrees that she shall not affirmatively disclose or discuss any aspect of this Resignation and Release of Claims Agreement, confidential and nonpublic information regarding the DEPARTMENT, and the circumstances surrounding the Agreement to any third party except to the extent disclosure is required for tax, retirement, benefits, insurance

or banking purposes, or in response to a valid subpoena. EMPLOYEE shall provide a copy of the recording she made of communication between herself and a Justice of the Supreme Court, EMPLOYEE'S possession of this recording being disclosed during the settlement negotiations for this Agreement. EMPLOYEE shall provide a copy of the recording on or before the date that EMPLOYEE submits her non-revocable letter of resignation.

OBLIGATIONS OF DEPARTMENT

4. Acceptance of Resignation. The DEPARTMENT agrees to accept EMPLOYEE's resignation from her employment in accordance with the terms and conditions of this Agreement, effective March 19, 2019.

5. Paid Administrative Leave. In consideration for the above release of claims, the DEPARTMENT agrees to place EMPLOYEE on paid administrative leave beginning on November 7, 2018 until the effective date of resignation, less any periods of FMLA leave that were requested by EMPLOYEE on November 12, 2018 and approved and provided to EMPLOYEE in accordance with the Colorado Judicial System Personnel Rules. On the effective date of resignation, EMPLOYEE shall receive her final paycheck, if any, less usual and customary withholdings, and a pay-out for any accrued paid time off to which EMPLOYEE is entitled. EMPLOYEE understands and acknowledges that the paid administrative leave the DEPARTMENT will provide is the consideration for EMPLOYEE'S duties and obligations pursuant to this Agreement, and EMPLOYEE would not be otherwise entitled to the payment of wages or receipt of benefits EMPLOYEE will receive during paid administrative leave.

6. Personnel Coding. The DEPARTMENT agrees that EMPLOYEE's separation from employment shall be coded internally as a voluntary resignation for personal reasons. The DEPARTMENT shall remove any disciplinary action(s) and documentation pertaining to such action(s) from EMPLOYEE'S personnel file.

7. External Reference Checks. EMPLOYEE shall direct all inquiries regarding the circumstances surrounding her separation from employment to the State Court Administrator, Christopher Ryan. Such inquiries will be answered by providing the dates of service, position held, salary and that she voluntarily resigned from her position. The DEPARTMENT makes no representations as to the response to any inquiry made in any other manner or to any person other than pursuant to a reference check as set forth herein.

GENERAL PROVISIONS

8. Confidentiality. The parties agree that the circumstances surrounding EMPLOYEE'S separation from employment, this Agreement and its terms shall be treated by the parties as a confidential matter. Both parties understand, however, that this Agreement may be subject to open records requirements of applicable public disclosure laws or administrative directive or rule and that any such request for information is controlled by the provisions of that governing authority. EMPLOYEE agrees she will not hold the DEPARTMENT or its administrators, officers, agents or employees liable for any information released in compliance with an applicable law, directive, rule or court order.

9. Claims under the ADEA. With regard to any rights or claims arising under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.*, (“ADEA”), EMPLOYEE understands that all of those rights and claims are released by this Agreement, that she must have a period of at least 21 days within which to consider this Agreement before executing, and that she has seven (7) days following her execution of this Agreement to revoke the Agreement to the extent that it waives and releases those rights or claims. EMPLOYEE understands that this Agreement is not effective or enforceable with respect to the waiver or release of those rights or claims until after the seven (7) day period. If EMPLOYEE elects to revoke this Agreement with respect to her waiver of rights or claims arising under 29 U.S.C. § 621 *et seq.*, within the seven (7) day period, she must advise the DEPARTMENT by delivering a written revocation to be received by Christopher Ryan, State Court Administrator, State Court Administrator’s Office, 1300 Broadway, Suite 1200, Denver, CO 80203, no later than 5:00 p.m. on the seventh (7th) calendar day after the date on which this Agreement was entered into. Such revocation shall not affect the waiver or release of any rights or claims not arising under 29 U.S.C. § 621 *et seq.*

10. Integration. The parties understand, acknowledge and agree that this Agreement constitutes the entire release and settlement agreement between the parties with respect to the subject matter and transactions referred to herein and may not be amended absent a writing evidencing such an amendment executed by both parties. The parties understand, acknowledge and agree that the terms of this Agreement are contractual in nature and not mere recitals. As such, the parties understand, acknowledge and agree that this Agreement is fully integrated and supersedes all previous oral or written agreements of the parties. The parties understand, acknowledge and agree that the signing of this Agreement pursuant to the terms stated herein shall be forever binding, and no rescission, modification or release by the parties of the terms of this Agreement will be made for mistake or any other reason.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the successors, assigns and heirs of the parties.

12. Governing Law. This Agreement is entered in Colorado and shall be governed by the laws of the State of Colorado.

13. Headings. The headings and article captions used in the Agreement are for the convenience of the parties only and shall not have any legal effect or in any way alter or modify the meaning or interpretation of the Agreement.

14. Additional Assurances. This Agreement is intended to be self-operative. Notwithstanding the foregoing, both parties agree that, at the reasonable request of the other party, they shall execute any further documents or instruments reasonably necessary to effectuate the transactions contemplated by this Agreement.

15. Attorney Fees and Costs. The parties agree that each party shall be responsible for her/its own costs and expenses, including attorney fees associated with the negotiation and execution of this Agreement.

16. Warranties and Acknowledgments. The parties expressly warrant that they have carefully and completely read the terms of the Agreement and that they enter into it knowingly and voluntarily, and without coercion, duress or undue influence. The parties acknowledge they have had the opportunity to consult with their respective attorneys prior to the execution of the Agreement and/or have consulted with their respective attorneys prior to executing the same. The parties further acknowledge they believe the terms of the Agreement to be lawful, fair, and conscionable. The parties acknowledge they believe the terms of the Agreement are appropriate to reach a full and final settlement of the disputed matters referenced herein, which include but are not limited to the circumstances and reasons surrounding EMPLOYEE's separation from her employment with the DEPARTMENT.

17. No Admission. The parties agree that this Agreement shall not be construed as an admission of liability on the part of either party regarding any of the charges or claims which were made, or could have been made, as part of the disputed matters referenced herein.

18. Competency and Authority. The parties to the Agreement are legally competent and have the authority to execute the Agreement.

19. Severability. If any section of this Agreement is found to be invalid by a Court of competent jurisdiction, the rest of the Agreement will remain in full force and effect.

WHEREFORE, the parties agree to and accept the terms of this Agreement on the dates reflected below.

[Signatures found on the following page.]

I, EMPLOYEE, HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING. I HAVE READ THE FOREGOING AGREEMENT FOR RESIGNATION AND RELEASE OF CLAIMS AND UNDERSTAND ITS TERMS AND LEGAL CONSEQUENCES. BY SIGNING THIS AGREEMENT, I UNDERSTAND I AM RELEASING ANY AND ALL CLAIMS I MAY HAVE AGAINST THE COLORADO JUDICIAL DEPARTMENT, INCLUDING WITHOUT LIMITATION THE STATE COURT ADMINISTRATOR'S OFFICE AND VARIOUS OTHER PERSONS WHICH COULD HAVE BEEN ASSERTED AS SET FORTH ABOVE. I UNDERSTAND THE TERMS USED IN THIS AGREEMENT AND HEREBY EXECUTE IT KNOWINGLY AND VOLUNTARILY.

Mindy Masias

Mindy Masias
Employee

Date: March 15, 2019

Christopher T. Ryan

Christopher T. Ryan
State Court Administrator
Office of the State Court Administrator
Colorado Judicial Department

Date: March 18, 2019