

SETTLEMENT AGREEMENT AND FULL RELEASE

This Settlement Agreement and Full Release ("this Agreement") is entered into this 20 day of November, 2018, between Beth Vesco-Mock ("Claimant") and St. Louis County, Missouri ("County").

WITNESS:

WHEREAS, Claimant has:

1. Filed an appeal to the St. Louis County Civil Service Commission of her separation from employment with St. Louis County, which appeal is now pending; and
2. Filed a charge against the County with the Missouri Commission on Human Rights ("MCHR") and the Equal Employment Opportunity Commission ("EEOC") dated March 28, 2018 designated as Charge No. E-03/18-49315, 28E-2018-00791C; and
3. Filed a charge against the County with the Missouri Commission on Human Rights ("MCHR") and the Equal Employment Opportunity Commission ("EEOC") dated June 11, 2018 designated as Charge No. E-06/18-49611, 28E-2018-01134C; and
4. Advised the County she intends to bring additional charges and complaints against the County related to her employment and association with the County (items 1 - 4 herein the "Allegations"); and

WHEREAS, Claimant and the County desire to fully and finally settle the Allegations, and all matters in connection with or related thereto, up to and including the date of this Agreement, as more fully set forth herein;

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

1. Definitions.

1.01 "Parties" mean Claimant and the County.

1.02 The word "Claim" means any and all charges Claimant has filed in any forum in any way related to her employment or association with the County, and all current and former County employees, officers, elected or appointed officials, agents, volunteers, or other persons associated with County, including, but not limited to, those charges filed with the Missouri Commission on Human Rights ("MCHR") and the Equal Employment Opportunity Commission ("EEOC") dated March 28, 2018 and June 11, 2018, designated as Charge No. E-03/18-49315, 28E-2018-00791C and E-06/18-49611, 28E-2018-01134C respectively, and any amendments or additions thereto or causes of action of any kind related to the charges therein, as well as Claimant's pending appeal of her discharge from St. Louis County before the St. Louis County Civil Service Commission. The word "Claim" also means any grievance, appeal, dispute or challenge related to Claimant's employment up to the date of this Agreement heretofore made or unmade, known or unknown, available to Claimant. The word "Claim" further means any, heretofore made or unmade, known or unknown, indebtedness, claims, damages, causes of action, suits for legal or equitable relief, attorneys' fees, costs, expenses and liabilities of every nature and description and either direct or consequential available to Claimant. The word "Claim" further includes any causes of action, heretofore made and unmade, known or unknown, arising under common law, statute, regulation, executive order, or ordinance including, without limitation, anyone or more of the Labor Management Relations Act, Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1871, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical

Leave Act of 1993, the Immigration Reform and Control Act of 1986, the Equal Pay Act of 1963, the Immigration and Nationality Act, the Federal False Claims Act, the Fair Credit Reporting Act, the Missouri Human Rights Act, the Missouri Workers' Compensation Act, the Missouri Administrative and Review Act, any laws, regulations, executive orders, or ordinances enacted by federal, state, or municipal governments, or anyone or more of them, regulating, without limitation, anyone or more of labor relations, employment relations, administrative review rights, pay or wage discrimination, employment discrimination, retaliation, fair employment practices, human rights, civil rights, exercise of workers' compensation rights, wages, hours of work, occupational safety and health, letters of dismissal, service letters, retaliatory discharge, or any other aspect of employment available to Claimant. The word "Claim" further means any causes of action, complaints, charges, or rights enforceable in any forum, whether a court or an administrative agency which have arisen up to the date of this Agreement available to Claimant. The word "Claim" further includes any contract claims available to Claimant, such as and without limitation, any claims based upon any contract between the Parties except for this Agreement, whether oral or written, or both, related to Claimant's employment. The word "Claim" further includes any tort claims, such as and without limitation, defamation. This Agreement covers all claims related to Claimant's employment from the beginning of time through the date of the execution of this Agreement.

1.03 "Claimant" means Beth Vesco-Mock, and any person claiming by or through her.

1.04 "County" means St. Louis County, Missouri.

1.05 The words "Settlement Sum" means a total of \$150,000.00.

2. Recitals.

2.01 Claimant desires to settle and compromise any and all Claims she has or may have against the County, subject to certain conditions. This Agreement fulfills each of those conditions.

2.02 In consideration of this Agreement, the Parties each accept its provisions.

2.03 Claimant acknowledges the terms of this Agreement have been negotiated and that she has been afforded ample and reasonable time to review this Agreement and has consulted with legal counsel concerning the Agreement.

3. Rights and Duties of the Parties.

3.01 County shall pay the Settlement Sum of \$150,000.00. The Settlement Sum shall be apportioned as follows: (1) the first check shall be made payable to "Beth Vesco-Mock" in the gross amount of \$60,000.00, less applicable withholdings, representing payment to Claimant for alleged lost wages. County will issue an IRS Form W-2 to Claimant for this payment; (2) the second check shall be made payable to "Beth Vesco-Mock" in the gross amount of \$30,000.00, representing payment to Claimant for alleged non-wage damages. The County will issue an IRS Form 1099-MISC to Claimant for this payment; and (3) the third check shall be made payable to "Sowers Ernst LLC" in the amount of \$60,000.00, representing payment for alleged attorneys' fees and costs. The County will issue IRS Form 1099-MISCs to Claimant and her attorneys for this payment. The County shall issue the aforesaid checks within ten (10) business days from the Effective Date of this Agreement (as defined below) and submission of the applicable tax reporting forms. Claimant and her attorneys acknowledge that the Settlement Sum constitutes full and complete consideration for this Agreement, and County is not liable to Claimant, her attorneys, or any person or entity claiming by or through Claimant or her attorneys on account of

the matters related to this Agreement other than the Settlement Sum. Furthermore, notwithstanding the foregoing, County shall not be liable to Claimant and her attorneys for any taxes or other charges required by law to be paid concerning the Settlement Sum in addition to any amounts deducted by the County hereunder.

3.02 The payment of the Settlement Sum is the County's consideration for the dismissal of and full release of any and all Claims of Claimant, including, but not limited to, certain charges made by Claimant with the Missouri Commission on Human Rights ("MCHR") and the Equal Employment Opportunity Commission ("EEOC") dated March 28, 2018 and June 11, 2018 designated as Charge No. E-03/18-49315, 28E-2018-00791C and E-06/18-49611, 28E-2018-01134C respectively, and any amendments or additions thereto or causes of action of any kind related to the charges therein, and Claimant's pending appeal of her discharge from employment before the St. Louis County Civil Service Commission and release of any and all of any known or unknown Claims of Claimant against County, and all current and former County employees, officers, elected or appointed officials, agents, volunteers, or other persons associated with County, relating to or arising out of Claimant's employment or any other association with the County, up to and including the date Claimant executes this Agreement, and Claimant now gives, grants and acknowledges a full and complete settlement and release of all Claimant's Claims against the County, and all current and former County employees, officers, elected or appointed officials, agents, volunteers, or other persons associated with County, and Claimant shall and does release and hold harmless County and all current or former County officers, employees, elected or appointed officials, agents, volunteers or other persons associated with the County from liability or any claim of damages of any kind whatsoever of any Claims set forth or described herein.

3.03 Upon request for information concerning Claimant's employment directed to St. Louis County by anyone, including but not limited to prospective employers or employment agencies, St. Louis County may provide only the Parties' agreed-upon reference letter, attached hereto as Exhibit A, or other information as required by law.

3.04 Claimant as well as her attorneys further agree that the terms of this settlement and the amount of this settlement, including the Settlement Sum, shall be and remain confidential, to the extent permitted by law. They further agree that they will not publicize, verbally or in writing, the existence of the settlement, the terms of the settlement, the amount of the settlement, the nature of the claims, or the identity of the parties to the general public, the media, jury verdict/settlement services, bar and professional associations, web sites, social media sites, or any person or entity (even on an "anonymous" basis) except as lawfully compelled by a court of competent jurisdiction. Claimant may discuss the settlement and anything related to it with her attorneys in the context of confidential attorney-client interactions. Claimant is permitted to discuss the amount of the settlement with her attorneys or tax professionals; provided however, that prior to disclosure, she will inform such attorneys and tax professionals that this settlement is strictly confidential and she will obtain the agreement of such attorneys and tax professionals to maintain confidentiality. If Claimant is asked about the status of her Claim, she will say only, "I am not permitted to discuss it."

3.05 Claimant shall not apply for, or attempt to apply for or work for St. Louis County in any capacity at any time hereafter. St. Louis County may properly deny Claimant employment with it based on this contractual commitment, and such denial of employment shall not violate any law or other legal requirement.

3.06 Within five (5) business days of receipt of payment pursuant to paragraph 3.01 of this Agreement, Claimant shall file whatever documents are necessary to dismiss Claimant's charges with the Missouri Commission on Human Rights ("MCHR") and the Equal Employment Opportunity Commission ("EEOC") dated March 28, 2018 and June 11, 2018 designated as Charge No. E-03/18-49315, 28E-2018-00791C and E-06/18-49611, 28E-2018-01134C respectively, and any amendments or additions thereto or causes of action of any kind related to the charges therein, and Claimant's pending appeal of her discharge from employment before the St. Louis County Civil Service Commission, and all of Claimant's costs associated with these actions, including attorneys' fees, shall be paid by Claimant.

3.07 None of the Parties admit liability to each other by entering into this Agreement. Neither the payment of any sums, including the Settlement Sum, nor the execution of this Agreement shall be construed as an admission of liability or fault by any Party. Any and all liability is expressly denied by all Parties.

3.08 All of the Parties, by this Agreement, have compromised any existing or potential disputed Claim by Claimant against the County, and all current and former County employees, officers, elected or appointed officials, agents, volunteers, or other persons associated with County individually and in any combination thereof.

3.09 Claimant agrees that she will refrain from (a) making any critical or derogatory public statements concerning the County, its directors or senior leadership, or (b) taking any other action that would adversely affect the reputation of the County, its directors or senior leadership. Nothing contained herein shall be construed to prevent Claimant from providing truthful testimony if subpoenaed to do so, or from truthfully cooperating with any government investigation. County senior leadership, specifically, Glenn Powers and Steve Stenger, will refrain from (a) making any critical or derogatory public statements

concerning Claimant, or (b) taking any other action that would adversely affect the reputation of Claimant.

3.10 If any lawsuit or action is brought regarding this Agreement, it shall be brought in St. Louis County Circuit Court in St. Louis County, Missouri.

4. Miscellaneous.

4.01 This Agreement pertains to all of Claimant's Claims and to all other claims by and rights of Claimant against the County, and including all current and former County employees, officers, elected or appointed officials, agents, volunteers, or other persons associated with County individually and in any combination thereof, relating to or arising out of Claimant's employment or association with St. Louis County, arising prior to the date Claimant executes this Agreement, whether they are known or unknown and whether they are ascertainable at the time of its execution.

4.02 The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, merges all agreements, representations, and understandings between the Parties, whether oral or written, or both, supersedes all prior agreements and understandings and any other agreement between the Parties, and contains the entire agreement between the Parties.

4.03 The laws of the State of Missouri shall govern the interpretation of this Agreement.

4.04 Claimant acknowledges: (a) having read this entire Agreement; (b) fully understanding the terms and effects of this Agreement and that this Agreement is the entire agreement between the Parties; (c) having been advised of her right to consult an attorney of her choosing of all matters related hereto and having discussed all aspects of this Agreement with an attorney prior to its execution; (d) having been advised of the right to take twenty-one (21)

calendar days in which to consider whether to accept the terms of this Agreement; (e) having been advised of the right to reconsider and revoke acceptance of this Agreement for up to the seven (7) calendar days after signing it, and that this Agreement shall not be effective until the expiration of such seven (7) day period (the “Effective Date”); (f) having consulted with her attorney concerning all aspects and legal consequences of the Agreement, and (g) having freely and voluntarily executed this Agreement for the purposes of the benefits derived from it.

4.05 The Parties represent and warrant that they possess full authority to enter into this Agreement, free of any rights of settlement, approval, subrogation, or other condition or impediment. This undertaking includes specifically, without limitation, the representation and warranty that no third party has now acquired or will acquire rights to present or pursue any claims arising from or based upon the claims that have been released herein.

4.06 Each of the Parties will bear its own costs, expenses, and attorneys’ fees incurred in connection with the consideration and execution of this Agreement, including all of the terms herein.

4.07 This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows Immediately Below]

IN WITNESS OF THIS AGREEMENT, the Parties have executed it below.

Claimant:



Beth Vesco-Mock

Dated: November 8, 2018

Peter J. Krane
St. Louis County Counselor

Dated: November _____, 2018

The County Accounting Officer hereby certifies that an unencumbered balance, sufficient to pay the total contract amount as above stated, remains in the appropriation account against which such obligation is to be charged.

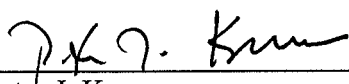
Accounting Officer

IN WITNESS OF THIS AGREEMENT, the Parties have executed it below.

Claimant:

Beth Vesco-Mock

Dated: November ____, 2018



Peter J. Krane
St. Louis County Counselor

Dated: November 13, 2018

The County Accounting Officer hereby certifies that an unencumbered balance, sufficient to pay the total contract amount as above stated, remains in the appropriation account against which such obligation is to be charged.


Accounting Officer

IN WITNESS OF THIS AGREEMENT, the Parties have executed it below.

Claimant:

Beth Vesco-Mock

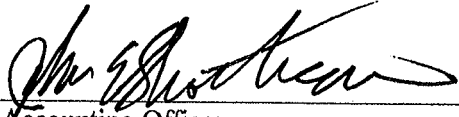
Dated: November ____, 2018



Peter J. Krane
St. Louis County Counselor

Dated: November 13, 2018

The County Accounting Officer hereby certifies that an unencumbered balance, sufficient to pay the total contract amount as above stated, remains in the appropriation account against which such obligation is to be charged.



Accounting Officer



EXHIBIT A

[St. Louis County Government Letterhead]
[DATE]

Dear Sir/Madam:

My name is Glenn Powers, and I am the Director of Operations for St. Louis County Government. During her employment with St. Louis County Animal Care and Control, Dr. Vesco-Mock reported directly to me.

She brought her many years of animal welfare experience to St Louis County, Missouri Animal Care and Control ("ACC"). During her tenure, ACC achieved "no kill" status, robust community education, and reclassification of ACC job descriptions.

I wish Dr. Vesco-Mock much success in her next executive position in animal welfare.

Sincerely,

Glenn Powers,
Director of Operations
St. Louis County Government