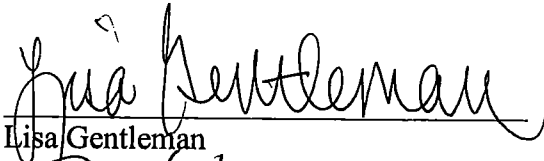


Gentleman & Hogg v. Jackson County Counselor's Office

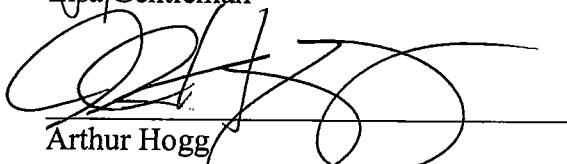
Mediation February 24, 2011

Mediated Settlement Agreement Terms

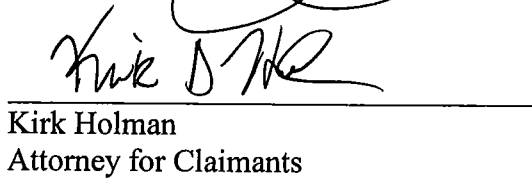
1. The parties agree that the County will have until Friday, March 11, 2011, to secure the consent of the Legislature and/or County Executive to pay to claimants the sum of \$200,000.00 for alleged emotional distress in three separate checks – one for claimant Gentleman, one for claimant Hogg, and one for attorneys Holman & Schiavone with 1099s to issue. In the event County secures the \$200,000.00 on or prior to March 11, 2011, claimants agree to accept same in full and final settlement of any and all claims whether filed or as yet unfiled excluding any rights and/or remedies under the Missouri Worker's Compensation Statutes other than a claim of retaliation pursuant to R.S.Mo. §287.780.
2. The parties agree to execute all necessary settlement documents including a Settlement Agreement and Release, the language of which will be agreed upon by the attorneys for the respective parties.
3. Claimants agree to cooperate with County in the future on issues that arose during the term of their employment, including but not limited to, providing testimony in cases that arose during their term of employment and as otherwise reasonable.
4. Claimants agree that information gained during the term and course of their employment is either attorney/client privileged or work product or confidential and claimants agree to maintain any matters as such.
5. County agrees that claimants may resign their position effective December 30, 2010.
6. County agrees to prepare a neutral verification of employment letter containing language to be agreed upon by the attorneys for the parties.
7. Claimants agree to extend any statutory deadline on the service letter until March 11, 2011, and further, covenant not to sue for any delay in providing the service letter to the claimants.
8. Parties agree that in the event this case does not settle by March 11, 2011, that the service letter will be mailed on the next business day.
9. Parties agree that County shall be responsible for the totality of the mediator's fees and expenses.



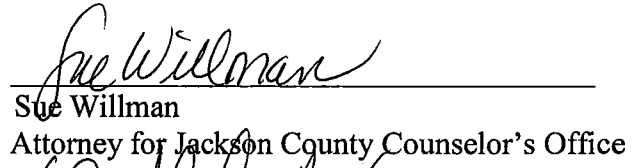
Lisa Gentleman



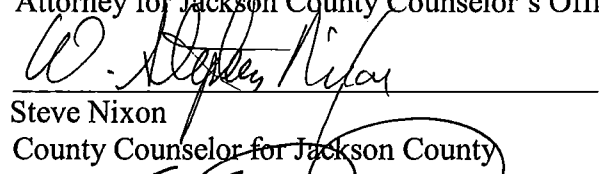
Arthur Hogg



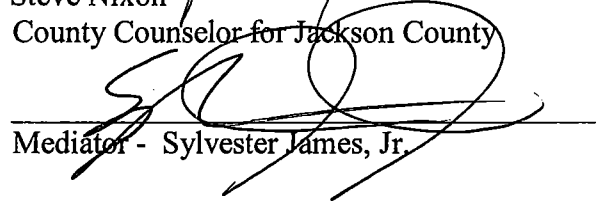
Kirk Holman
Attorney for Claimants



Sue Willman
Attorney for Jackson County Counselor's Office



Steve Nixon
County Counselor for Jackson County



Mediator - Sylvester James, Jr.

Dated: 2/29/11