

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to settle the employment claim of Christine Lynde in the case styled Christine Lynde v. Jackson County, Missouri, No. 1516-CV25920, now pending in the Circuit Court of Jackson County, Missouri, for a mutual release of claims, at no actual cost to the County.

RESOLUTION NO. 19857, May 7, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, Christine Lynde filed a lawsuit, styled Christine Lynde v. Jackson County, Missouri, No. 1516-CV25920, now pending in the Circuit Court of Jackson County, Missouri, seeking compensation for alleged employment-related damages; and,

WHEREAS, after a thorough investigation and negotiations, the County Counselor recommends a settlement consisting of a mutual of release of claims, the dismissal of the lawsuit with prejudice and the dismissal of a pending County merit appeal, with no payment required of either party; and,

WHEREAS, the proposed settlement will limit the County's financial obligation in this matter and is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

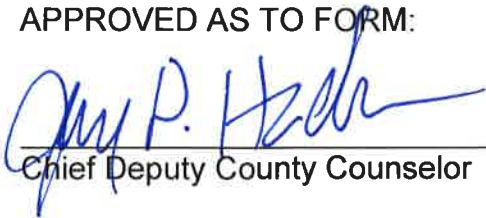
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to settle the claims of Christine Lynde, in the case styled Christine Lynde v. Jackson County, Missouri, No. 1516-CV25920, for the full, final, and complete mutual release of all of the claims by both parties against the other party,

party, including the County and all of its employees, officers, agents, and servants, as to any damages incurred; and,

BE IT FURTHER RESOLVED that the County Counselor be and hereby is authorized to execute any and all documents necessary to effect this settlement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19857 of May 7, 2018, was duly passed on May 7, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

5.7.18

Date



Mary Jo Spino, Clerk of Legislature

SETTLEMENT AGREEMENT, RELEASE, AND WAIVER OF CLAIMS

This is a SETTLEMENT AGREEMENT, RELEASE, AND WAIVER OF CLAIMS (“Agreement”) by and between Christine Lynde (“Lynde”) and Jackson County, Missouri (“the County”).

In consideration of the promises, agreements, and releases contained in this Agreement, Lynde and the County agree as follows:

1. **Settlement of Claims:** The parties have reached a settlement of any and all claims, demands, and/or causes of action (“claims”) Lynde has asserted or could have asserted in connection with or arising out of her employment with the County, including but not limited to any and all claims that Lynde has, or may have had, against the County and/or any and all of its current and/or former related agencies, current and/or former insurers, current and/or former legislators, current and/or former officers, current and/or former fiduciaries, current and/or former employees, current and/or former agents, current and/or former successors, current and/or former assigns, entities that receive money or funding from the County, and/or any and all other entities currently and/or formerly affiliated with or related to the County (collectively hereinafter “County Affiliates”). The parties have reached a settlement of any and all civil claims, demands, and/or causes of action of which the County is currently aware it has against Lynde.

2. **The County’s Covenants:** In consideration of this Agreement, and the promises provided for herein, the adequacy and sufficiency of which the parties hereby acknowledge, the County agrees as follows:

(a) **Payment:** The County will pay no money (\$0.00) to Lynde.

(b) **Release:** The County forever waives, releases, and discharges Lynde from any and all civil claims or liability of any kind of which the County is currently aware and which arise as of the date of the signing of this Agreement. This Agreement does not contemplate or give consideration for criminal actions that may be brought against Lynde in the future, including, but not necessarily limited to restitution under R.S.Mo. § 559.105.1.

3. **Lynde’s Covenants:** In exchange for the consideration provided under this Agreement, the adequacy and sufficiency of which the parties hereby acknowledge, Lynde agrees as follows:

(a) **Full and General Release of Liability:** Lynde (and anyone claiming on her behalf) forever **WAIVES, RELEASES, AND DISCHARGES** the County and/or all County Affiliates, without limitation, exception, or reservation, from any and all claims or liability of any kind, known or unknown, which she may have had, presently has, or may have against County and/or all County Affiliates, which arise as of the date the she signs this Agreement, to the maximum extent permissible by law.

This release of liability includes, but is not limited to, a waiver (a giving up) of any and all legal rights or claims Lynde has asserted under the Missouri Human Rights Act or may have had, in connection with her employment with the County and the ending of that employment, including but not limited to any claim, whether arising under contract or under federal, state, or local

statutory or common (including civil tort) law, which has been and/or could have been/could be asserted.

The legal rights and claims Lynde is waiving (giving up) include, but are not limited to, any and all claims of race, color, sex, national origin, religious, disability, genetic information, and/or age discrimination, harassment and/or retaliation under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1981, 42 U.S.C. § 1983, and 42 U.S.C. § 1988, the Age Discrimination in Employment Act, the Americans with Disabilities Act (as amended), the Rehabilitation Act, the Missouri Human Rights Act, Missouri wage/hour laws, the Fair Labor Standards Act, the Family and Medical Leave Act, the Equal Pay Act, the Pregnancy Discrimination Act, the Occupational Safety and Health Act, the Employee Retirement Income Security Act (“ERISA”), the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Missouri Workers’ Compensation Act, claims under state common law, including but not limited to any claims for breach of contract, tortious interference with business expectancy, outrage, negligent or intentional infliction of emotional distress, defamation, and/or wrongful discharge in violation of public policy, and claims under any other federal, state, or local statutes, ordinances and/or regulations, including common law, to the **maximum extent permitted by law**.

(b) **Dismissal With Prejudice of Lawsuit:** Within five (5) days of the signing of this Agreement, Lynde will dismiss *with prejudice* the lawsuit currently pending in the Circuit Court of Jackson County, captioned *Christine Lynn Lynde v. Jackson County*, Case No. 1516-CV25920.

(c) **Dismissal of Merit Appeal:** Within five (5) days, Lynde will dismiss the appeal of her termination and she waives all right to a merit hearing.

(d) **Resignation:** The County will convert Lynde’s termination into a resignation in its internal system.

(e) **No Claims Exist:** Lynde agrees and specifically represents that, at the time of executing this Agreement, (1) she has been fully compensated for all time worked for the County, (2) she has disclosed to the County any and all work-related injuries that occurred during her employment, if any, and/or that she did not suffer any work-related injury during her employment with the County, and (3) she is not aware of any action or inaction by her and/or on her behalf that could give rise to a claim against the County and/or any of the County Affiliates.

(f) **Confidentiality Agreement:** Lynde understands and agrees she will not communicate the substance of her claims and/or potential claims against the County or the discussions leading to this Agreement (“Confidential Information”) to any third parties other than to her spouse, if any, to her attorney in this matter, her accountant/tax advisor, to governmental taxing authorities, or if compelled to do so by a court of competent jurisdiction (“Authorized Persons”). Before disclosing any Confidential Information to any Authorized Persons, Lynde will inform the Authorized Person that the matter is highly confidential, that compliance with this confidentiality provision is a material condition of this Agreement, and that any disclosure of such Confidential Information to persons or entities not authorized to receive it is a material breach of this Agreement that will cause irreparable damage to the County. If compelled to disclose any Confidential Information by a court of competent jurisdiction or otherwise, Lynde will give the

County Counselor for Jackson County, currently W. Stephen Nixon, or his successor, as much notice, in writing, as is reasonably practicable before such disclosure in the event the County wishes to intervene to protect its rights under this Agreement. Lynde expressly agrees that should she and/or any Authorized Person disclose Confidential Information to a third person (other than as required by law), such disclosure shall constitute a breach of the confidentiality provision expressed herein. Should Lynde violate the terms of this Paragraph 3(f), such conduct shall constitute a material breach of this Agreement. If such a breach occurs, or is alleged to have occurred by the County, the parties agree to submit the dispute to mediation and, if unsuccessful, hereby consent to personal jurisdiction in state court in Missouri.

(g) **Agreement Not to Reapply:** Lynde agrees she will not apply for or otherwise seek employment with the County, any and all of its current and/or former related agencies, current and/or former successors, current and/or former assigns, entities that receive money or funding from the County, entities that are otherwise financially affiliated with Jackson County, and/or any and all other entities currently and/or formerly otherwise affiliated with or related to the County. Lynde also agrees that should she apply for or accept any position with the County and/or any of its current and/or former related agencies, current and/or former successors, current and/or former assigns, entities that receive money or funding from the County, entities that are otherwise financially affiliated with Jackson County, and/or any and all other entities currently and/or formerly otherwise affiliated with or related to the County, the County and/or such other entities are under no obligation to consider her application and may terminate any future employment without any legal liability. For any request for employment reference referred to the County's Human Resources Director, the County will not comment on whether Lynde is eligible for rehire.

(h) **Voluntary Nature of Agreement:** Lynde acknowledges she has read this Agreement, understands its terms, and signs this Agreement voluntarily of her own free will after having reasonable opportunity to discuss its terms with her counsel, without coercion or duress, and with full understanding of the significance and binding effect of this Agreement.

(i) **Non-Disparagement:** Lynde agrees not to disparage or make derogatory comments about the County and/or any of the County Affiliates, including, but not limited to, comments on social media. Should Lynde violate the terms of this Paragraph 3(i), such conduct shall constitute a material breach of this Agreement. If such a breach occurs, or is alleged to have occurred by the County, the parties agree to submit the dispute to mediation and, if unsuccessful, hereby consent to personal jurisdiction in state court in Missouri.

(j) **Attorneys' Liens:** Lynde represents and warrants there are no existing or outstanding attorneys' liens or other liens that are not extinguished or satisfied by the execution of this Agreement and further agrees to indemnify and hold harmless the County and/or any of the County Affiliates from any liability in connection with such liens.

(k) **ADEA/OWBPA Waiver:** Lynde agrees she has had at least twenty-one (21) calendar days after the date she received this Agreement within which to consider and sign this Agreement, although she may sign it sooner if desired. Lynde may revoke this Agreement after executing it by delivering (by hand or by Certified Mail, Return Receipt Requested) a written notice of revocation to the County's Counsel within seven (7) calendar days after signing this

Agreement. This Agreement will become effective and enforceable on the eighth (8th) day following the date Lynde signs this Agreement (“Effective Date”).

4. **Legislative Approval:** The parties agree and acknowledge that the validity and enforceability of this Agreement is explicitly conditioned upon formal approval of this Agreement and its terms by the Jackson County Legislature (“Legislative Approval”).

5. **No Admission:** The execution of this Agreement does not and shall not constitute an acknowledgment or admission by the County and/or any of the County Affiliates of any liability to Lynde, with any such liability being specifically denied. The County takes and has taken prompt and effective remedial action when issues are brought to its attention.

6. **Entire Agreement:** This Agreement contains the entire agreement between the parties and cannot be modified in any way except in a writing signed by both parties.

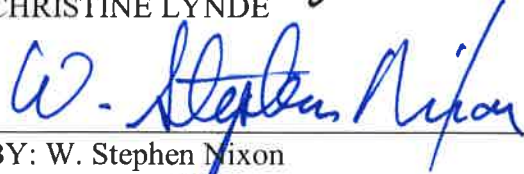
7. **Severability:** It is expressly understood to be the intent of the parties that the terms and provisions of this Agreement are severable and if, at any time in the future or for any reasons, any term or provision in this Agreement is declared unenforceable or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

8. **Governing Law:** This Agreement shall be interpreted and enforced under the substantive law of the State of Missouri, to the extent state law applies, and under federal law, to the extent federal law applies.

9. **Headings:** The headings to this Agreement are for convenience only, and are not to be used in the interpretation of the terms hereof.


CHRISTINE LYNDE

4-30-18
(DATE)


BY: W. Stephen Nixon
COUNTY COUNSELOR

5/7/2018
(DATE)

Release of Attorneys' Lien

Bert Braud, attorney for Christine Lynde, states that all attorneys' liens or claims that I, or any firm with whom I am or was in any way affiliated, have or could have had in relation hereto are completely released, waived, and discharged.

Dated: 4/30/12


Bert Braud