

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between Kimberlee Kealiher (“Employee”) and Spokane Regional Health District (“SRHD” or “Employer”). Employee and Employer are collectively referred to as the parties. This Agreement is effective on the eighth day following Employee’s signing of this Agreement (“Effective Date”).

At the time of termination, Employee worked for Employer as an Executive Assistant. Employee’s last day of employment with SRHD was January 27, 2022. Thereafter, Employee filed a lawsuit against Employer which is captioned *Kimberlee Kealiher v. Spokane Regional Health District* and is pending in the Superior Court of the State of Washington in and for the County of Spokane under cause number 23-2-03586-32. The parties have reached an agreement to compromise, settle, and fully resolve all past and present disputes between them, and enter into this Agreement to memorialize the terms of resolution.

Terms

In consideration of the following mutual covenants and agreements, the parties agree:

- 1.0 Separation of Employment. Employee’s last day of employment with SRHD was January 27, 2022.

- 2.0 Settlement Payments. In exchange for Employee agreeing to the release of claims and other terms in this Agreement, SRHD, partially through its insurer, will make a settlement payment totaling the gross amount of Seventy-Five Thousand Dollars (\$75,000.00) as set forth below within twenty-one (21) days after the date the Employee has signed this agreement and Employer receives the signed Settlement Agreement, completed Medicare Form, IRS Form W-4 completed by the Employee, and IRS Form W-9 completed by Employee’s attorney Stanley A. Kempner, Jr. Employee acknowledges that neither SRHD nor its insurer are obligated to make the Settlement Payment unless Employee agrees to the terms in this Agreement. Employee understands that should she elect not to sign this Agreement, she will not receive this payment.
 - 2.0.1 Wages. SRHD will issue a wage/benefits payment in the gross amount of Twenty-Five Thousand Dollars (\$25,000.00) to Kimberlee Kealiher within the time frame set forth in paragraph 2.0 above. This payment is attributable to claims by Employee for wages, and applicable payroll and income taxes will be withheld from the payment. SRHD will report the wage payment on a W-2 and SRHD also makes no representation regarding Employee’s tax liability as a result of this wage payment.

 - 2.0.2 General. SRHD, through its insurer, will make a payment in the amount of Fifty-Thousand Dollars (\$50,000.00) for general damages by check made payable to “Trust Account of Stanley Kempner” within the time frame set forth in paragraph 2.0 above.

3.0 Release and Discharge.

3.1 In exchange for the consideration set forth in Section 2.0, Employee hereby completely releases and discharges Employer, including its former and current Board, employees, volunteers, and risk pool, of and from any and all past, present, and/or future claims, demands, obligations, damages, costs, losses of services, expenses, and compensation of any nature whatsoever.

3.2 The claims released and discharged by Employee further include, but are not limited to, claims, demands, grievances or actions with respect to harassment, discrimination, retaliation, constructive or wrongful discharge, and claims that may be asserted under any federal, state, or local law, regulation, ordinance, or decision concerning employment, discrimination, retaliation, or harassment in employment or termination employment, including without limitation:

- a. The Washington Fair Employment Statutes, RCW 9.91.010 et seq., RCW 49.60.010 et seq., RCW 49.60.180;
- b. Title VII of the Civil Rights Act of 1964, as amended;
- c. The Rehabilitation Act of 1973, as amended;
- d. The Americans with Disabilities Act, as amended;
- e. The Washington Administrative Code section 162.044 et seq.;
- f. The Age Discrimination in Employment Act, as amended;
- g. The Employee Retirement Income Security Act of 1974, as amended;
- h. The Older Worker's Benefit Protection Act, as amended;
- i. The Washington State Age Discrimination Statutes, RCW 49.44.090, and RCW 49.60.205

3.3 The claims released and discharged by Employee also include, but are not limited to, any claim that Employer breached any contract, express or implied, with Employee, any claims arising from any statements (written or oral) made or distributed or published by Employer and/or any and all of the other individuals or entities released herein or any claims that Employer made any misrepresentations to Employee, defamed Employee in any manner, discharged Employee in violation of public policy, violated the Public Records Act or Open Public Meetings Act,, or acted wrongfully in any way toward Employee.

3.4 The claims released and discharged by Employee also include, but are not limited to, any claim relating in any manner to personal injuries, emotional distress, wages, overtime, commissions, bonus, incentives, fringe benefits, medical, hospitalization, life insurance, separation or severance benefits or any other form of compensation, except as provided in Section 2.0, and any claims to attorney's fees, reinstatement, or rehire.

3.5 The claims released and discharged by Employee apply to any fact or circumstance or any claim, demand, action, grievance, liability, or cause of action of any kind whatsoever now existing or occurring up to and including the date of the execution by Employee of the Agreement.

3.6 Employee agrees to sign a Stipulated Motion and Order for Dismissal relating to *Kimberlee Kealiher v. Spokane Regional Health District* pending in the Superior Court of the State of Washington in and for the County of Spokane under cause number 23-2-03586-32.

4.0 Confidentiality Agreement. Employee, her attorney Stanley A. Kempner Jr., and Employer agree to keep the amount paid pursuant to this Agreement confidential. Employee agrees not to disclose the amount paid under this Agreement to anyone other than her immediate family, legal advisor, and tax advisor. Employer agrees to not disclose the amount paid under this Agreement to anyone except its Board, Officers, risk pool, legal advisors, and tax advisors. Violation of this paragraph constitutes a material breach of this Agreement. This paragraph shall not apply in the event any party is subject to compulsory process such as a subpoena. However, both parties acknowledge that the Employer is subject to the Washington Public Records Act and may be required to disclose this Agreement.

5.0 No Other Claims. As a further consideration and inducement for this Agreement, Employee agrees and represents that she has not filed or otherwise pursued any charges, complaints, or claims of any nature with any local or federal government or agency or court with respect to any matter covered by this agreement, and, to the extent permitted by law, she will not do so in the future. If any government agency or court assumes jurisdiction of any charge, complaint, cause of action, or claim covered by this Agreement against Employer or others released hereby on behalf of or related to Employee, she will take such actions to insure that such agency or court withdraws from and/or dismisses the matter with prejudice, including but not limited to, requesting such action by such agency or court, and she will not participate or cooperate in such matters except as required by law or as specified in this Agreement. If Employee is unable to preclude a charge or claim on his behalf, she agrees that she will not seek or accept any personal relief, including but not limited to an award of monetary damages or reinstatement to employment, in connection with such a charge or claims.

6.0 Acknowledgement of Waiver of Claims under ADEA. Employee understands and acknowledges that she is waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967, as amended, (“ADEA”), and that this waiver and release is knowing and voluntary. Employee understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Employee understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that she has been advised by this writing that:

- (a) She should consult with an attorney prior to executing this Agreement;
- (b) She has twenty-one (21) days within which to consider this Agreement;
- (c) She has seven (7) days following his execution of this Agreement to revoke

- this Agreement;
- (d) This Agreement shall not be effective until after the revocation period has expired; and
 - (e) Nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by law.

In the event Employee signs this Agreement and returns it to SRHD in less than the 21-day period identified above, Employee hereby acknowledges that she has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. Employee acknowledges and understands that revocation must be accomplished by a written notification to Dr. Alicia Thompson, Spokane Regional Health District, 1101 W College Ave, Spokane, WA 99201, received or postmarked prior to the Effective Date. The Parties agree that changes to this agreement, whether material or immaterial, do not restart the running of the 21-day review period.

7.0 References/Future Employment. The parties agree that SRHD will not provide future prospective employers with a reference. Employee agrees not to reapply for employment with SRHD. If Employee is inadvertently hired by SRHD, Employee agrees that this Agreement constitutes good cause for immediate discharge.

8.0 No Admission of Liability. The parties agree that the existence or terms of the Agreement do not constitute an admission of wrongdoing or liability, but that the Agreement is a resolution to a disputed claim.

9.0 Right to Review and Consult with an Attorney. Employee acknowledges that she has read this complete Agreement and that she has been advised to seek the advice of an attorney before signing this Agreement. Employee further acknowledges that she has received legal representation from attorney Stanley A. Kempner, Jr.

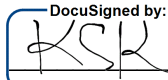
10.0 Time to Sign Agreement. Employee acknowledges that she has been given twenty-one (21) days to consider this Agreement and that she understands she has the right to revoke within seven (7) days after signing this Agreement as required by the Older Worker's Benefit Protection Act. To revoke this Agreement, Employee understands that she must deliver the revocation in person or by mail postmarked within the seven (7) day period to Dr. Alicia Thompson, Spokane Regional Health District, 1101 W College Ave Spokane, WA 99201. This Agreement may not be revoked after the seven (7) day period.

11.0 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Venue and jurisdiction shall lie in Superior Court of the State of Washington in and for the County of Spokane and each party waives the right to change of venue. The substantially prevailing party in any litigation arising out of this Agreement shall be entitled to an award of reasonable attorney's fees and costs.

12.0 Entire Agreement and Successors in Interest. This Agreement contains the entire agreement between Employee and Employer regarding the matters set forth in it and shall be binding upon and insure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

13.0 Severability. The provisions of this Agreement are severable, and if any part of it is found to be unlawful or unenforceable, the other provisions of the Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law.

EMPLOYEE

DocuSigned by:
 6/6/2024

Kimberlee Kealiher Date

EMPLOYER

Dr. Alicia Thompson Date
Administrative Officer
Spokane Regional Health District