

SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all claims ("Agreement") is entered into by and between King County and Bailey Stober.

RECITALS

- A. Bailey Stober is a King County employee.
- B. Bailey Stober and King County hereby execute this Agreement in order to resolve fully and finally all disputes and potential disputes related to and arising out of Mr. Stober's employment with King County, including any claims for attorneys' fees and costs incurred.

AGREEMENT

In consideration for the mutual covenants set forth below, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. King County will pay Mr. Stober \$37,700 within 14 days of this agreement being signed by all parties. This settlement is characterized as general damages and King County will issue an IRS form 1099 to Mr. Stober. Mr. Stober is responsible for the tax consequences following from this settlement amount.
- 2. Mr. Stober will submit his resignation in lieu of termination effective upon the date that this agreement is signed by all parties.

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3. Mr. Stober agrees to comply with the administrative requirements set forth in King County Code 2.21.070 by signing and returning with this Settlement Agreement the Claim for Damages Form.

4. The parties understand and agree that this Agreement is in full compromise of all disputed and potential claims by Mr. Stober against King County. King County expressly denies the validity of any claims and potential claims. This Agreement will not be construed as an admission of any liability by either party.

5. This Agreement constitutes a full release by Mr. Stober for all claims against King County, including all legal and other claims. Mr. Stober promises not to sue, make any claim or initiate any legal action against King County, its agents, elected officials, assigns and employees in any forum and releases and discharges King County, its agents, elected officials, assigns and employees from any and all claims, causes of action, damages, attorneys' fees, costs, or consequential damages arising out of Mr. Stober's employment relationship with King County. This release includes all claims for direct and indirect damages, expenses, attorney's fees, and all claims in law and in equity. It is understood that this release also includes, without limitation, all claims under any theory of negligence or common law torts, any deprivation of civil rights (including federal or state constitutional rights), all statutory claims including, but not limited to, 42 U.S.C. section 1983, Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Washington Law Against Discrimination, RCW 49.60. Mr. Stober agrees to withdraw any pending complaints and agrees not to participate in any actions against King County arising out of any pending complaints.

6. Mr. Stober acknowledges and assumes all risk that any injuries may become known after the signing of this agreement. Mr. Stober also assumes all risk that his

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known injuries may be or may become more extensive than is now known or anticipated. In signing this Agreement, Mr. Stober does not rely upon any representation made by King County, its officers, agents or employees, concerning the extent of his injuries or concerning King County's legal liability. The term "injuries" as used in this paragraph refers to any basis for a claim of damages, including, without limitation, physical injury or emotional distress.

7. The provisions of this agreement will not be construed against either party. If any of the provisions of this agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. This Agreement constitutes the entire agreement and understanding between the parties.

8. The parties agree that they will not disparage the other to any third party.

9. The parties agree to follow a defined procedure as set forth in this paragraph when a prospective employer inquires about Mr. Stober's work history and performance while employed by King County. Pursuant to this process, if Mr. Stober directs any prospective employers to make their inquiries to Richard Watson, Al Dams, or their successors; they will restrict all comments to those set forth in Appendix A, which constitute truthful statements about Mr. Stober's work history and performance. Moreover, if the prospective employer asks for information beyond the information in Appendix A, Mr. Watson, Mr. Dams, and their successor will explain that the inquiry calls for information that is outside the scope of information they are authorized to release. If Mr. Stober identifies a different King County employee (other than Mr. Watson, Mr. Dams, and their successors) for an employment reference, then the limitation set forth in this paragraph does not apply. This agreement does not otherwise alter any of King County's duties to disclose information and documents as may be required by law.

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10. Mr. Stober agrees neither to seek nor accept future employment with King County.

11. King County agrees not to contest any claim for unemployment benefits that Mr. Stober might make based upon his resignation in lieu of termination.

12. Any dispute under this Agreement will be resolved through alternative dispute resolution such as mediation. If mediation is not effective in resolving any dispute then the parties agree to submit the matter to binding arbitration.

13. Mr. Stober acknowledges that he is competent and of lawful age. Plaintiff has had ample opportunity to review the facts and law relevant to this dispute; has consulted fully and freely with counsel of his choice; has carefully read and understands

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all of the provisions of this agreement; and has entered this Agreement knowingly and intelligently without duress or coercion.

Signed in Seattle, Washington.

FOR KING COUNTY:

Christine Moh

4.24.18

Dated

Employee:

Bailey Stober
Bailey Stober

4/23/18
Dated

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Appendix A

Pursuant to paragraph 9 of the Settlement Agreement; Al Dams, Richard Watson, and/or their successors will respond as follows in response to an employment reference check:

King County hired Mr. Stober as Director of Communications and External Relations for the King County Assessor, beginning December of 2015.

Mr. Stober's duties included: Developing short and long term communication plans addressing both internal and external communications. Coordinating communications for the elected Assessor amongst employees, taxpayers and to local governments. Developing outreach strategies to target stakeholder groups, including veterans, senior citizens and community leaders. Representing the Assessor and the Assessor's Office as the Spokesperson for media outlets and news organizations. Managed intergovernmental relations between the Assessor and the state legislature, 39 city governments, junior taxing authorities and members of the King County Council as well as other County agencies. Assisted in recruitment and selection processes with agency outreach and education as well as disseminating recruitment information to demographically diverse communities and organizations. Represented the Assessor on the King County Equity and Social Justice Inter-branch team.

Mr. Stober's position was FLSA exempt and he earned a yearly salary of \$98,008.98.

A review of Mr. Stober's performance appraisals establish that he was rated as an overall high performer covering areas such as Communication, Innovation Management, Customer Focus, Drive for Results, Problem Solving and Employee Focus. Mr. Stober had multiple positive performance appraisals during his tenure at King County.

Mr. Stober resigned effective April 23rd, 2018.

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