

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the Agreement) is made and given effective August 17, 2015 by Andrea "Andi" Mooneyham (the "Plaintiff") in favor of Ozark Fire Protection District, its current and former employees, agents, Board Members and representatives (the "Defendant").

WHEREAS, Plaintiff filed a Complaint in the U.S. District Court for the Western District of Missouri, Southern Division, captioned *Andrea "Andi" Mooneyham v. Ozark Fire Protection District*, Case No. 6:14-cv-03496, in which the Plaintiff asserted claims against the Defendant arising out of her employment with Defendant (the "Lawsuit");

WHEREAS, Plaintiff asserts that she has sustained emotional injuries as well as other damages;

WHEREAS, Defendant denies that it is responsible for the Plaintiff's injuries and damages, if any;

WHEREAS, Plaintiff and Defendant recognize that litigation is uncertain and expensive;

IN CONSIDERATION of the foregoing and in consideration of mutual promises and covenants made hereinafter, the parties agree:

1. Settlement Payment. It is understood between the parties that Defendant's insurance company, Continental Western Group, will pay the total sum of \$20,000.00 to Plaintiff, with payment to be made by a check payable to Andrea Mooneyham and American Civil Liberties Union of Missouri Foundation. Continental Western Group will issue an IRS Form 1099 in connection with this payment and list this payment under the category of "other income."

It is further understood between the parties that payment will issue within 14 days after counsel for Plaintiff provides counsel for Defendant with a fully-executed copy of this Agreement. Plaintiff shall indemnify and hold harmless the Defendant for any and all tax treatment on the Settlement Payment. It is hereby agreed and understood that each party will pay their own costs.

If payment is not made, then this Settlement Agreement is enforceable against Defendant.

2. No Admission by the Defendant. The sums are paid to resolve a disputed claim for damages. Making such payment does not in any manner constitute an admission by the Defendant of any violation of federal, state or local law or ordinance, negligence, or breach of any duty.

3. Dismissal of lawsuit with prejudice. Plaintiff agrees to dismiss the Lawsuit with prejudice, with each party to bear its own cost and expenses. The parties authorize Plaintiff's attorney to execute and file a stipulation for dismissal of the Lawsuit.

4. Release of Claims. Plaintiff hereby releases and forever discharges the Defendant from any and all claims, demands, suits, grievances, liabilities or causes of action of any kind whatsoever now existing that in any way relate to, are connected with, or arise directly or indirectly in any way out of the prior employment of Plaintiff by the Defendant. The claims released and waived by Plaintiff include, but are not limited to, all claims asserted, or which could have been asserted, under federal, state, or local constitution, statute, regulation, ordinance, or law that in any way relate to employment, non-vested pension benefits, harassment, discrimination, or retaliation in employment, termination of employment, constructive discharge, or personal injury, including, but not limited to: Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000e, et seq.; 42 U.S.C. § 1983; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq.; the Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq.; any state or local anti-discrimination statutes, including specifically Missouri Human Rights Act R.S.Mo. §§ 213.010, et seq.; any federal, state, or local wage or wage payment law, including specifically the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., and Section 287.780 of the Missouri Workers' Compensation Law; any and all tort and personal injury claims; any claim that the Defendant breached any contract, express or implied, with Plaintiff, made any misrepresentations to Plaintiff, constructively discharged Plaintiff, discharged Plaintiff in violation of public policy or acted in any way whatsoever in violation of Plaintiff's rights; and any and all claims for attorneys' fees.

5. No rehire option. Should Plaintiff elect to reapply for a position with Defendant, then, in consideration of the payment of settlement proceeds by the insurance company, Defendant may elect to decline the application for that reason alone.

6. No other action. Plaintiff agrees not to initiate any other legal proceeding or administrative process relating to her previous employment with Defendant.

7. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective heirs, successors and assigns. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without regard to principles of conflict of law. This Agreement is executed and the Settlement Payment is made in strict compromise of a disputed matter. Neither the execution of this Agreement nor the payment of the aforementioned Settlement Payment shall be deemed to be an admission of fault, wrongdoing, or liability on the part of any party.

8. Advice of Counsel. The parties acknowledge that they have relied upon the judgment and advice of their own attorneys in deciding to enter into this Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective August 17, 2015.

Plaintiff:

Andrea Mooneyham
Andrea Mooneyham

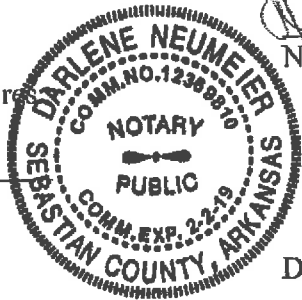
STATE OF AR)
) ss.
COUNTY OF Sebastian)

On August 17, 2015, before me, the undersigned, a Notary Public, personally appeared Plaintiff, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal on August 17, 2015.

Darlene Neumeier
Notary Public

My Commission Expires
2-2-19



Defendant:

Anthony Appleton Darren White, on behalf of Ozark Fire Protection District

STATE OF MISSOURI)
) ss.
COUNTY OF Christian)

On August 24, 2015, before me, the undersigned, a Notary Public, personally appeared the person to me known to be Anthony Appleton and who executed the foregoing instrument and acknowledged that she or executed the same as her or his free and voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal on August 24, 2015.

Melinda York
Notary Public

My Commission Expires:

December 6, 2017

