EMPLOYEE SETTLEMENT AND RELEASE AGREEMENT

This Employee Settlement and Release Agreement (the "AGREEMENT") is entered into by and between Lt. Blake King ("EMPLOYEE") and Pinal County ("COUNTY"), a political subdivision of the State of Arizona on this 4th day of December, 2024.

Recitals

A. EMPLOYEE is an employee of the Pinal County Sheriff's Office.

B. The parties wish to resolve the alleged claims by EMPLOYEE against the COUNTY and the existing differences completely and amicable, without litigation. EMPLOYEE acknowledges that the payment to him under this AGREEMENT is being made for the sole purpose of avoiding the uncertainties, vexations and expense of litigation surrounding the EMPLOYEE's potential claim or potential entitlement to compensation for the EMPLOYEE's alleged delayed entry into the Deferred Retirement Option Plan (DROP) and missed interest on EMPLOYEE's 457 Nationwide account resulting from the COUNTY's alleged improper administration of his retirement benefits.

C. The parties represent that they are competent to enter into it, fully understand its terms and consequences, and enter into it knowingly and voluntarily.

Based on these recitals, the parties agree as follows:

Terms

1. No Admission. This AGREEMENT is entered in connection with the compromise of disputed claims. Neither this AGREEMENT nor any action or acts taken in connection with this AGREEMENT or pursuant to it will constitute an admission by the COUNTY or any other person or entity of any violation of law, nor will it constitute or be construed as an admission of any wrongdoing whatsoever.

2. Payment. As acknowledged consideration for this AGREEMENT, within ten (10) days after execution of this AGREEMENT, and in consideration for the promises and covenants contained herein, COUNTY will cause to be delivered to EMPLOYEE a check in the amount of $16,500.00. Except for this payment, EMPLOYEE acknowledges and agrees that he is entitled to receive no other payments, benefits, or compensation related to any potential claims alleging delayed entry into DROP and missed interest on EMPLOYEE's 457 Nationwide account resulting from the COUNTY's alleged improper administration of his retirement benefits.

3. Tax. To the extent permitted by law, COUNTY will not withhold deductions from any payments made pursuant to this AGREEMENT for federal and state income, and withholding taxes that may be due as a result of monetary consideration and received pursuant to this AGREEMENT. The Parties acknowledge and agree that tax withholdings required pursuant to 26 U.S.C. §§ 3101 and 3102, of the Internal Revenue Code will be withheld from the monetary consideration payment. EMPLOYEE shall solely and exclusively be liable and responsible for any and all tax, retirement account/system, and related liabilities attributable and/or resulting from the payment of the monetary consideration payment to EMPLOYEE. Therefore, EMPLOYEE shall solely and exclusively be liable and responsible for any and all other tax deductions, liabilities, and/or obligations.

4. Release. EMPLOYEE, on behalf of himself and his representatives, spouse, agents, heirs and assigns, releases and discharges COUNTY, and COUNTY's former, current or future officers, employees, representatives, agents, fiduciaries, attorneys, directors, insurers, benefit plans, successors, heirs, and assigns from any and all claims, liabilities, causes of action, damages, losses, demands or obligations of every kind and nature, whether now known or unknown, suspected or unsuspected, which EMPLOYEE ever had, now has, or hereafter can, shall or may have for, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever, relating to or based upon, in whole or in part, any act, transaction, practice or conduct prior to the date hereof, arising from any potential claims related in any way whatsoever to any alleged delayed entry into the DROP, and/or missed interest on EMPLOYEE's 457 Nationwide account, and/or any other alleged delayed or missed payments, benefits, or interest resulting from the COUNTY's alleged improper administration of EMPLOYEE's benefits and/or accounts to which the EMPLOYEE may have been subject, or which relate in any way to injuries or damages suffered by EMPLOYEE (knowingly or unknowingly). This release and discharge includes, but is not limited to, claims arising under federal, state and local statutory or common law, including, but not limited to, the Fair Labor Standards Act ("FLSA"), claims for breach of fiduciary duty, and the laws of contract and tort; and any claim for attorney's fees. EMPLOYEE promises never to file a lawsuit or assist in or commence any action asserting any claims, losses, liabilities, demands, or obligations released hereunder.

5. Known or Unknown Claims. The parties understand and expressly agree that this AGREEMENT extends to all claims, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to any conduct of the COUNTY and its employees, agents, officers, directors, predecessors, assigns, and attorneys, whether known by EMPLOYEE or whether or not EMPLOYEE believes he may have any claims arising from or otherwise related in any way whatsoever to any potential claims alleging delayed entry into DROP, and/or missed interest on EMPLOYEE's 457 Nationwide account, and/or any other alleged delayed or missed

payments, benefits, or interest resulting from the COUNTY's alleged improper administration of EMPLOYEE's benefits and/or accounts prior to December 4, 2024.

6. Construction. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Arizona.

7. Attorneys' Fees. Should any action be brought by any party to this AGREEMENT to enforce any provision thereof, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and costs and expenses of litigation or arbitration.

8. Integration. This AGREEMENT constitutes an integration of the entire understanding and agreement of the parties with respect to the matters referred to in this AGREEMENT. Any representation, warranty, promise or condition, whether written or oral, between the parties with respect to the matters referred to in this AGREEMENT which is not specifically incorporated in this AGREEMENT shall not be binding upon any of the parties hereto and the parties acknowledge that they have not relied, in entering into this AGREEMENT, upon any representations warranties, promises or conditions not specifically set forth in this AGREEMENT. Each party hereto assumes the risk of misrepresentation, concealment or mistake, and if any party should subsequently discover that any fact relied upon in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or law was incorrect, it shall not be entitled to set aside this AGREEMENT by reason thereof.

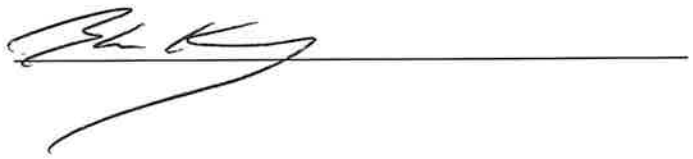
9. Time for Acceptance and Revocation. EMPLOYEE shall have up to 10 days from the date this AGREEMENT is presented to EMPLOYEE to accept the terms of this AGREEMENT, or seek advice of counsel, although EMPLOYEE may accept it at any time within those 10 days.

10. Severability. If any provision of this AGREEMENT is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

The parties each hereby execute this AGREEMENT as of December 4, 2024.

EMPLOYEE:



BOARD OF SUPERVISORS:

_____

Mike Goodman, Chairman of the Board of Supervisors

ATTEST:

_____

Natasha Kennedy, Clerk of the Board

APPROVED AS TO FORM:

_____

Deputy County Attorney

Certification by EMPLOYEE's Counsel

We, Fitzgibbons Law, are counsel to Lt. Blake King. We have reviewed the AGREEMENT with our client. He has indicated that he is competent to enter into it, that he fully understands its terms and consequences, and that he enters into it knowingly and voluntarily.

Dated: 11/25/2024 By: Gabriel Fitz