

**SETTLEMENT AND RELEASE AGREEMENT BETWEEN THE COUNTY OF
HUMBOLDT AND JEFFREY S. BLANCK**

This Settlement Agreement is entered into this 20th day of August, 2020, by and between the County of Humboldt, a political subdivision of the State of California, (“County”) and Jeffrey S. Blanck, an individual and Humboldt County Counsel, (“Blanck”).

RECITALS

WHEREAS, Blanck has filed in Federal Court the case entitled: Jeffrey S. Blanck v. Humboldt County, et al; Case No.: 3:19-cv-03055 alleging in his First Cause of Action First Amendment retaliation for exercising free speech with regard to constitutionally protected activity in violation of 42 U.S.C. §1983, seeking personal damages, attorney’s fees and costs, as well as five other causes of action;

WHEREAS, the County and Blanck now desire to resolve and settle the First Cause of Action and dismiss the remaining five causes of action as more specifically set forth in this Settlement and Release Agreement,

AGREEMENT

NOW, THEREFORE, in exchange for the following consideration and covenants, the sufficiency of which is hereby acknowledged, the County and Blanck hereby agree, covenant, represent and warrant ,without any admission of liability by the County, as follows:

1. **PAYMENT.** Within eight (8) calendar days of the Effective Date of this Agreement, County agrees to make a payment of six hundred thousand dollars (\$600,000.00), made payable to the Law Office of Cyndy Day-Wilson Trust Account, that includes personal damages, attorney’s fees and costs, as allowed by federal law based on the First Cause of Action. County will report the payment as required by law.

2. **DISMISSAL OF FEDERAL LAWSUIT.** Within ten (10) days of receiving payment, Blanck shall dismiss with prejudice the entire above-referenced federal lawsuit.

3. RESIGNATION/RETIREMENT. By executing this Agreement, Blanck submits his notice of resignation/retirement, which shall be effective at 5:00 p.m. Monday, August 31, 2020 **or** on the business day following delivery of the payment identified in Paragraph 1, whichever is later (“the Separation Date”). If the Separation Date is after August 31, 2020 Blanck shall remain on administrative leave with pay until he resigns pursuant to this Agreement. County shall pay separately from the above settlement amount to Blanck all his accumulated vacation hours within three business days of the Separation Date. County shall provide all appropriate information and take all required actions for Blanck to vest in his CALPERS retirement and to provide all appropriate information to Blanck and CALPERS to implement his actual retirement.

4. DISMISSAL OF STATE COURT ACTIONS FILED BY BLANCK

Within ten days of receipt of payment stated herein Blanck will dismiss the appeals in (1) *Blanck v. County of Humboldt* Humboldt Superior Court Case No. CV190389/Court of Appeal Case No. 158905; and, (2) *Blanck v. Lisa DeMatteo, et. al.* Humboldt Superior Court Case No.: DR190340/Court of Appeal Case No. A159219 and Court of Appeal Case No. 158896. Each party to bear their own attorney fees and costs in these matters.

5. INDEMNIFICATION AND DEFENSE OF BLANCK IN MATTERS WHILE SERVING AS COUNTY COUNSEL FOR THE COUNTY OF HUMBOLDT

The County shall defend and indemnify Blanck, in accordance with the rights and limitations of the California Government Claims Act, for any and all actions undertaken by Blanck while he was County Counsel for the County of Humboldt now pending or filed in the future.

6. STATEMENTS, REFERENCES, AND MEDIA INQUIRIES.

The Parties agree that they shall not make any public statement to media sources or on social media regarding this Agreement, nor discuss with media sources the terms of this Agreement or the negotiations leading to this Agreement. In response to questions from the media regarding this Agreement or negotiations leading to it, and except as provided below in Subsections (b) and (c), the Parties will respond only with a statement that “the matter has been resolved.”

- a. Blanck agrees to direct employment verifications, third-party inquiries or other reference checks regarding his County employment to County’s Human Resources Director.

Other than dates of employment, that Blanck retired, title, and salary, employment information about Blanck (including, but not limited to this Agreement) will be released by County only (a) with Blanck's written consent, (b) to refute or defend a claim or allegation by or on behalf of Blanck, or (c) as otherwise required by law.

- b. County reserves the right to respond to official inquiries by employment-related or tax-related government agencies (e.g. the California Economic Development Department, CalPERS, or Internal Revenue Service) with truthful, accurate information regarding Blanck's employment.
- c. The parties acknowledge that this Agreement is a public record that may be disclosed to third parties upon the presentation to the County of a legally valid request under the Public Records Act or as the subject of a subpoena or any other legally valid request process.

7. RELEASE AND WAIVER.

Blanck, on behalf of himself and his representatives, heirs, beneficiaries, assigns and successors-in-interest, on the one hand, and County, on behalf of itself and its current and former agents, officers, elected or appointed officials or supervisors, employees, volunteers, representatives, assigns, successors-in-interest, attorneys and insurers (the "Releasees"), on the other hand, hereby mutually release and forever discharge each other from any and all claims, causes of action, actions, charges, grievances, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, disputes, controversies, payments, costs and attorneys' fees of every kind and character against each other existing as of the date of this Agreement, known or unknown, including, but not limited to, those arising from Blanck's employment with County, the Actions, including, but not limited to those arising out of any claims for violation of any alleged contract, express or implied, any covenant of good faith and fair dealing, whether express or implied, any tort or any federal, state, or local constitutional provision, statute or regulation, including, but not limited to, the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Family and Medical Leave Act, the California Family Rights Act, the

California Civil Code, and the California Labor Code, prior to the date of this Agreement. Blanck and the Releasees also release each other from any and all obligations for attorneys' fees incurred in regard to Blanck's released claims. This provision, however, does not extend to any workers' compensation claims Blanck may currently have, nor to those under the California Government Claims Act, nor any non-waivable statutory protections.

Blanck also agrees that by signing this Agreement and accepting the consideration described herein, Blanck waives any and all rights he may have to obtain any monetary award against the County through any administrative agency, court, or other forum. Nothing in this Agreement shall be construed to prohibit Blanck from filing a charge or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Blanck hereby agrees to, and does, waive his right to recover monetary damages in any charge or lawsuit filed by Blanck or anyone else on his behalf based on his employment with County.

8. ADEA RELEASE AND TIME TO SIGN AND REVOKE AGREEMENT; EFFECTIVE DATE.

Blanck represents that he is over the age of 40. Further, Blanck acknowledges his waiver and release hereunder of any rights he may have under the Age Discrimination Employment Act (ADEA) is knowing and voluntary and that the consideration given for his waiver and release in this Agreement is in addition to anything of value to which Blanck was already entitled. Blanck further acknowledges that he has been advised by this writing as required by the Older Workers Benefit Protection Act, that: (a) his waiver and release of rights in this Agreement does not apply to any rights or claims that may arise after this Agreement is executed; (b) he should consult with an attorney prior to executing this Agreement; (c) he has had at least twenty-one (21) calendar days from the date he first receives this Agreement to obtain the advice of counsel from the legal representative of his choice and to decide whether to sign it (although he may, by his own choice, execute this Agreement earlier); (d) he understands that for seven (7) calendar days after he signs this Agreement he has the right to revoke it; and (e) the Agreement shall not become effective and enforceable until the date upon which the revocation period has expired, which shall be the eighth

day after the Agreement is executed by Blanck (the "Effective Date"). *If Blanck chooses to revoke, notice must be personally delivered or sent by traceable overnight delivery service (Fed Ex or equivalent) to the Chair of the Board of Supervisors, 825 5th Street, Suite 111, Eureka, CA 95501-1153, such that it is received no later than the time frame referenced above (i.e. within seven (7) calendar days after he signs the Agreement)*

Blanck understands and agrees that he will be entitled to the consideration provided by this Agreement only if he does not revoke his signatures on this Agreement.

JSB  Initials

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Blanck and County and supersedes all prior and contemporaneous agreements, communications and understandings, written and oral, with respect to all matters arising out of Blanck's employment and separation from such employment. This Agreement cannot be modified except by written document signed by both of the Parties.

10. **NOTICE.** All notices under this Agreement must be given in writing via personal delivery or by traceable overnight delivery service (Fed Ex or equivalent) at the addresses indicated in this Agreement. When providing written notice to the County, a copy must be provided to the County's attorneys at the addresses below.

To County:

Chair, Board of Supervisors
825 5th Street, Suite 111
Eureka, CA 95501-1153
(with copy to County Counsel, at the same address, no room number)

To Blanck:

Cyndy Day-Wilson, Esq.
DW Law
628 H Street
Eureka, CA 95501

11. **PARTIAL INVALIDITY.** If any portion of this Agreement shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **ATTORNEY FEES.** Blanck's attorney's fees and costs are included in the Settlement Agreement. The County shall bear its own attorney fees and costs incurred in reaching this Agreement.

13. **TAXES/LIENS.** Plaintiff represents and covenants that he is not aware of any liens and/or pending legal claims applicable to the payment specified above, and Plaintiff agrees that he will be solely responsible to satisfy any liens or pending legal claims asserted against him and that County has no obligation for withholding or payment of any taxes or payment of any liens on behalf of Blanck. County has made no representation about and takes no position on the tax consequences of this Agreement to Plaintiff. A dispute regarding the tax status of this Agreement or any payments required by this Agreement shall not affect the validity of the Agreement. Should any taxing agency subsequently seek tax payments, penalties or interest from the County arising out of the amounts paid under this Agreement, the parties agree that County shall not be liable for such payments, penalties or interest and is not within the claims released under this Agreement.

14. **GOVERNING LAW AND VENUE.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought in the U.S. District Court for the Northern District of California. The Parties irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

15. **VOLUNTARY AND KNOWING AGREEMENT.** Blanck acknowledges and agrees that he has, at all times in connection with the negotiation, preparation, review and revision of this Agreement, been represented by a representative of his own choosing and been afforded a reasonable period of time to review this Agreement and its terms and to have it explained to him

by his representative, that he has read and understands this Agreement, that he is fully aware of its contents and of its legal effect, that the preceding paragraphs represent the full consideration for this Agreement, and that he enters into this Agreement voluntarily and without coercion based on his own judgment, and not in reliance upon any representations or promises made by any other party, except those contained in this Agreement.

16. **LACK OF COMPLIANCE.** Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one or more times be deemed a waiver or relinquishment of any right or power at any other time or times

17. **HEADINGS.** Headings herein are inserted for convenience of reference and shall be disregarded in construing the remaining terms hereof. This Agreement has been jointly drafted by the Parties, and no rule construing ambiguities against the drafter or any similar rule shall apply in construction hereof.

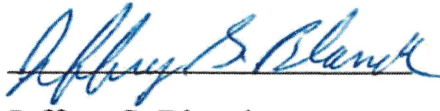
18. **COOPERATION.** The Parties agree to do all things necessary and to execute all documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

19. **COUNTERPARTS AND COPIES:** This Agreement may be executed by the Parties in counterparts, with the same force and effect as if each party signed the same document. In addition, a signature by facsimile or electronic scanning has the same force and effect as an original signature. The Parties further agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated: August 20, 2020

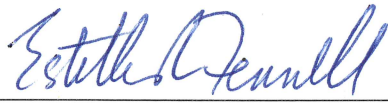
PLAINTIFF



Jeffrey S. Blanck

Dated: August 20, 2020

DEFENDANT, COUNTY OF HUMBOLDT

By: 

Estelle Fennell, Chair of the
Board of Supervisors, County of Humboldt