

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement"), dated November 24th, 2016, is entered into by and between Plaintiff BRENT BLAMIREs ("EMPLOYEE") and INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 4973 ("UNION") and Defendants ROCK CREEK RURAL FIRE PROTECTION DISTRICT and JASON KELLER, in his official and individual capacities, and its current and former partners, subsidiaries, predecessors, divisions, assigns, officers, commissioners, directors, affiliates, employees, volunteers, insurers, agents and/or representatives, including but not limited to American Alternative Insurance Corporation and Glatfelter Claims Management Incorporated (collectively, "ROCK CREEK" and "KELLER"). EMPLOYEE, UNION, ROCK CREEK and KELLER may be jointly referred to as "the Parties."

RECITALS:

WHEREAS, EMPLOYEE is a former employee of ROCK CREEK; and

WHEREAS, the EMPLOYEE filed a lawsuit as an individual in the United States District Court for the District of Idaho against ROCK CREEK and KELLER alleging claims of wrongful termination in violation of Idaho Code § 6-2101, wrongful termination in violation of public policy, violation of Captain Blamires' right to associate under the First Amendment, violation of Captain Blamires' right to free speech under the First Amendment, and breach of the Covenant of Good Faith and Fair Dealing; and

WHEREAS, the UNION filed a Grievance on behalf of Brent Blamires on January 20, 2016 that alleged violation of Article 20 and Article 8.2.16 ("Grievance") under a Collective Bargaining Agreement between the UNION and ROCK CREEK; and

WHEREAS, ROCK CREEK and KELLER deny any and all liability for the allegations contained in the Lawsuit, Grievance and to EMPLOYEE and to the UNION; and

WHEREAS, EMPLOYEE, UNION, ROCK CREEK and KELLER desire to fully and finally resolve any and all issues alleged or raised in, or relating to issues alleged or raised in the Lawsuit and/or the Grievance.

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. Disclaimer of Liability. This Agreement is entered into between EMPLOYEE, UNION and ROCK CREEK in settlement of disputed claims and shall in no way be construed as an admission of liability or of any wrongful acts on the part of any party and any such liability or wrongdoing is expressly denied.

Nothing in this Agreement, nor any action taken in implementation thereof, is intended by the Parties to be introduced, be used, or be admissible in any way in the Lawsuit, Arbitration or any other judicial, arbitral, administrative investigation, or other form of proceeding as

evidence of any violation of any federal, state, or local law, statute or ordinance, regulation, rule or Executive Order or any obligation or duty at law or in equity.

2. Release by EMPLOYEE. As a material inducement to ROCK CREEK and KELLER to enter into this Agreement, EMPLOYEE individually and in his representative capacity, for himself, his heirs, executors, legal representatives, marital community and spouse, personal representatives, agents and assigns does hereby irrevocably and unconditionally release and discharge ROCK CREEK and JASON KELLER and each of their past and present directors, shareholders, officers, commissioners, employees, volunteers, servants, agents, partners, attorneys, affiliates, alter egos, joint ventures, predecessors, successors, licensees, representatives, assignees, transferees, insurers, beneficiaries, and all other persons, entities, and corporations acting on their behalf including but not limited American Alternative Insurance Corporation and Glatfelter Claims Management Incorporated (collectively "Releasees"), from any and all claims, liabilities, promises, agreements, damages, debts and expenses, including reasonable attorneys' fees and costs, alleged or raised in, or relating to issues alleged or raised in the Lawsuit or Arbitration Grievance, or any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, claims that in any way relate to:

(a) any and all claims arising out of, or in any way related to, EMPLOYEE's employment by Releasees, his termination from employment, any claim to amounts owed or attorney's fees or costs and all claims that were asserted or could have been asserted by EMPLOYEE against Releasees, and any and all actions or omissions by Releasees through the date of this Agreement. EMPLOYEE's release of Releasees includes, without limitation, any applicable express and implied contract and tort, equitable or statutory theory of recovery or claims, all common law claims including, but not limited to breach of contract, wrongful discharge (including claims for constructive discharge), intentional or negligent infliction of emotional distress, misrepresentation, interference with prospective economic advantage, interference with contractual relations, defamation, negligence, or breach of the covenant of good faith and fair dealing, any and all claims under any state, federal or local law, including but not limited to Idaho Code § 6-2101 and 42 U.S.C. § 1983, and any claim for or arising under any statutes or regulations pertaining to conditions of employment or discrimination in employment or leave, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act; the Americans With Disabilities Act, the Idaho Human Rights Act, Idaho Code Idaho §§ 67-5901 *et seq.*

(b) EMPLOYEE also acknowledges that he has received all compensation, wages, overtime and/or liquidated damages due and owing to him from Releasees under any federal and state law including, without limitation, the Fair Labor Standards Act of 1938, and that no such further amounts are due and owing.

3. Release by UNION. As a material inducement to ROCK CREEK to enter into this Agreement, UNION for itself, its officers, members, legal representatives, personal representatives, agents and assigns does hereby irrevocably and unconditionally release and discharge ROCK CREEK and each of their past and present directors, shareholders, officers, commissioners, employees, volunteers servants, agents, partners, attorneys, affiliates, alter egos, joint ventures, predecessors, successors, licensees, representatives, assignees, transferees,

insurers, beneficiaries, and all other persons, entities, and corporations acting on their behalf but not limited American Alternative Insurance Corporation and Glatfelter Claims Management Incorporated (collectively "Releasees"), from any and all claims, liabilities, promises, agreements, damages, debts and expenses, including reasonable attorneys' fees and costs, alleged or raised in, or relating to issues alleged or raised in the Grievance, or any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, claims that in any way relate to:

(a) any and all claims arising out of, or in any way related to, EMPLOYEE's employment by Releasees, his termination from employment, any claim to amounts owed or attorney's fees or costs and all claims that were asserted or could have been asserted by the UNION on behalf of the EMPLOYEE against Releasees, and any and all actions or omissions by Releasees through the date of this Agreement. The UNION's and the EMPLOYEE's release of Releasees includes, without limitation, any and all claims under or arising out of the Collective Bargaining Agreement between the UNION and ROCK CREEK and any applicable express and implied contract and tort, equitable or statutory theory of recovery or claims, all common law claims, including, but not limited to breach of contract, wrongful discharge (including claims for constructive discharge), intentional or negligent infliction of emotional distress, misrepresentation, interference with prospective economic advantage, interference with contractual relations, defamation, negligence, or breach of the covenant of good faith and fair dealing, any and all claims under any state, federal or local law, including but not limited to Idaho Code § 6-2101 and 42 U.S.C. § 1983, and any claim for or arising under any statutes or regulations pertaining to conditions of employment or discrimination in employment or leave, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act; the Americans With Disabilities Act, the Idaho Human Rights Act, Idaho Code Idaho §§ 67-5901 *et seq.*

(b) UNION and EMPLOYEE also acknowledges that EMPLOYEE has received all compensation, wages, overtime and/or liquidated damages due and owing to him from Releasees under the Collective Bargaining Agreement and/or any federal and state law including, without limitation, the Fair Labor Standards Act of 1938, and that no such further amounts are due and owing.

4. Payment. In exchange for, and as good and material consideration for, the signing and execution of this Agreement by EMPLOYEE and UNION, ROCK CREEK and KELLER shall pay, by delivering to EMPLOYEE'S counsel within 14 days of EMPLOYEE'S execution of this Agreement, the total gross amount of TWENTY-SIX THOUSAND dollars and no/100's (\$26,000.00) to the EMPLOYEE in settlement of all claims involving or arising out of the EMPLOYEE's employment, the UNION's claim on behalf of the EMPLOYEE and the claims in the Lawsuit and the Grievance. Payment of said amount shall fully satisfy and extinguish any and all amounts representing any claim to attorney's or costs by EMPLOYEE or UNION or by any other party or former party to the Action. EMPLOYEE and counsel for EMPLOYEE agree to provide ROCK CREEK with a current Form W-9.

In addition to the amounts noted above, the UNION and ROCK CREEK acknowledge that they retained Lee Radford as an arbitrator in this case. The UNION and ROCK CREEK

further agree that the UNION and ROCK CREEK will each pay half of the arbitrator's final fee assessment.

Releasees agree that they will not provide any notice to any taxing authority or agency indicating that the settlement proceeds or the payment described in this paragraph should be considered wages or salary. No amounts will be withheld from this non-wage settlement payment. EMPLOYEE and UNION expressly agrees that Releasees or their attorneys have not provided any opinions or made any representations regarding EMPLOYEE's or UNION's liability for state, federal, city, or county taxes upon which EMPLOYEE has relied. In the event that any portion of the non-wage settlement payments, including amounts representing attorneys' fees, are deemed by any federal or state taxing authority to be subject to state or federal taxes, EMPLOYEE agrees that any and all state, federal, city, or county tax liability that may accrue as a result of payments received by him pursuant to this Agreement shall be the sole responsibility of EMPLOYEE. EMPLOYEE further agrees to indemnify and hold harmless the Releasees against any and all losses, interest, penalties, or damages incurred by any of the Releasees resulting from EMPLOYEE's failure to pay taxes or penalties on the settlement payments received by EMPLOYEE pursuant to this Agreement. ROCK CREEK will report the sum of the non-wage payment referred to in this paragraph and the amount of the attorney's fees and costs paid to his attorney as described in the following paragraph on a Form 1099 and in any other manner required by law.

The Parties agree that any amounts paid under this Agreement do not represent a modification of EMPLOYEE's previously credited hours of service under any employee benefit plans sponsored by ROCK CREEK. Such amounts shall not form the basis for any additional contributions to, benefits under, or any other monetary entitlement under ROCK CREEK benefit plans. ROCK CREEK reserves the right to interpret or modify the language of its benefit plans to make clear that any amounts paid pursuant to this Agreement are not for "hours worked" as defined by the applicable plans and that additional contributions or benefits are not required by this Agreement.

EMPLOYEE and UNION further agree to expressly waive and assume the risk of any and all claims for damages that exist as of this date, but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Agreement.

EMPLOYEE and UNION also agree that they have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. EMPLOYEE and UNION assume the risk that the facts or law may be other than they believe.

5. No Access to Rock Creek Property. As a material inducement to ROCK CREEK to enter into this Agreement, EMPLOYEE and the UNION agree that EMPLOYEE will not ever access or enter any property owned, leased, maintained or otherwise occupied by ROCK CREEK for any purpose.

6. Segregation of Personnel File. As a material inducement to EMPLOYEE and UNION to enter into this Agreement, ROCK CREEK agrees that it will remove 1) the January

19, 2016 Letter to Brent Blamires from Jason Keller regarding his Termination, 2) the completed Disciplinary Checklist: Appendix A, dated January 19, 2016, and 3) the Notice of Claim and Employer Separation Statement addressed to Rock Creek from the Idaho Department of Labor from the EMPLOYEE's personnel file kept in the regular course and scope of business. Additionally, nothing should be added to his employee file. These documents shall be physically segregated, kept in a locked location, separate and apart from EMPLOYEE's personnel file and specifically labeled as containing confidential and privileged information. This file of confidential documents shall only be produced as required by law and/or subject to a court order.

7. Dismissal of the Lawsuit. The Parties agree that upon complete execution of this Agreement and after receipt of the payment in paragraph 4, above, they agree to take all action necessary to obtain an Order of Dismissal with Prejudice of the Lawsuit. The Order of Dismissal shall also provide that neither of the Parties shall be entitled to any award of attorneys' fees and costs.

8. Neutral reference. In response to inquiries from prospective employers about EMPLOYEE, Releasees agree to only disclose EMPLOYEE's last position held and the dates of his employment (*i.e.*, neutral reference) and Releasees will not comment on the EMPLOYEE's eligibility for re-hire.

9. Non-Disparagement Clause. EMPLOYEE, UNION, ROCK CREEK and KELLER agree to not make any oral or written communication to any person or entity which disparages, or has the effect of damaging the reputation of, or otherwise working in any way to the detriment of any one of the parties, including but not limited to making any comments or taking an action which could reasonably be expected to adversely affect the parties' professional reputation or image at any point on or after November 17, 2016.

10. Assignment of Claim. EMPLOYEE and UNION represent that he/it has not heretofore assigned or transferred, or purported to assign or transfer, any claim against ROCK CREEK and JASON KELLER or any portion thereof.

11. Future Suits and Proceedings. EMPLOYEE and UNION promises not to institute any future suits or file grievances or proceedings at law or in equity or any administrative proceedings against ROCK CREEK and/or KELLER or any of the Releasees for or on account of any claim or cause of action alleged or raised in, or relating to issues alleged or raised in, the Lawsuit or the Grievance, including, but not limited to, any claim or cause of action described in paragraph 2 and 3, above. Additionally, if EMPLOYEE or anyone on his behalf files an administrative charge, he hereby agrees to give up the right to any damages arising from said charge.

12. Complete Defense and Indemnification. EMPLOYEE and UNION understand and agree that this Agreement may be used by ROCK CREEK, KELLER and or any of the Releasees as a complete defense to any claim or entitlement which EMPLOYEE or the UNION may subsequently assert against any of the Releasees for or on account of any matter or thing whatsoever which was alleged or raised in, or which relates to issues alleged or raised in the Lawsuit or the Grievance. EMPLOYEE and UNION also agree that if he/it violates this release

by suing or grieving any of the Releasees for claims that are released by this Agreement, EMPLOYEE and/or UNION shall pay all costs and expenses incurred by any of the Releasees as a result of such actions, including all attorneys' fees, costs, and any necessary disbursements including, without limitation, expert witness fees, deposition costs, court clerk fees, service fees, printing costs, prevailing party fees, interpreter's fees, and costs for exemplification of certified copies, in addition to any other relief to which any Releasee may be entitled at trial or upon appeal.

13. Medicare. Further, as a condition of the settlement and release, the EMPLOYEE represents and warrant that as of the date of this signing, he has provided the Releasees and Releasees' insurer American Alternative Insurance Corporation and Glatfelter Claims Management Incorporated ("Insurer") all information he knows about any and all Medicare rights to recovery as of this date. The EMPLOYEE agrees to reimburse, indemnify and hold harmless the Releasees and their Insurer, including their agents and assigns, with respect to all known and unknown Medicare rights to recovery related to the claims addressed in this release for which the federal government may seek repayment as well as any fine or penalty the federal government may seek resulting from the sufficiency and or accuracy of the information the undersigned have provided to Insurer regarding Medicare rights to recovery known as of this date.

14. Releases Effective Notwithstanding Discovery of Additional Facts. Each of the Parties to this Agreement fully intends that the aforementioned releases are valid, effective binding, and enforceable in accordance with their terms and the other terms of this Agreement, notwithstanding the possibility that one or more of the Parties may hereafter discover facts which, if such facts had been known as of the date of this Agreement, may have materially affected the Party's decision to enter into this Agreement; and accordingly, each of the Parties hereto intentionally hereby waives the benefits of any state or federal statute, law, order, or rule that would provide to the contrary.

15. Acknowledgments by EMPLOYEE. EMPLOYEE and UNION further acknowledges and agrees that the payments to EMPLOYEE referred to in paragraph 4, above, and the other promises of this Agreement exceed anything to which EMPLOYEE may have been entitled to receive as a result of his employment with ROCK CREEK and thereby constitutes adequate and sufficient independent consideration for EMPLOYEE's and UNION's promises herein.

16. Scope. This Agreement shall be binding upon EMPLOYEE and upon each of his heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Releasees. There are no intended third-party beneficiaries and the Parties specifically disclaim any unintended third-party beneficiaries to this Agreement.

17. Integration. This Agreement sets forth the entire agreement between the Parties hereto, and supersedes any and all prior communications, understandings or agreements, oral or written, between the Parties hereto pertaining to the subject matter hereof.

18. Modification. This Agreement may not be modified or amended except by written agreement between EMPLOYEE, UNION and Releasees.

19. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon all Parties hereto, notwithstanding that the signatures of the Parties do not appear on the same page.

20. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

21. Free and Voluntary Release. The parties acknowledge that they freely and voluntarily made and entered into this Agreement. The parties further agree that they exercised their own judgment, belief, and knowledge of the nature, extent, and duration of the claims and damages, in making and entering into this Agreement, and that this Agreement is not made or entered into under the influence or in reliance upon any statement or representation of any other party or any attorney, representative, agent, or other person acting for, through, or on behalf of any other party.


22. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Settlement Agreement contains the entire agreement between EMPLOYEE and UNION and Releasees with regard to the matters set forth. It is binding upon and inures to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns.

23. Right to an Attorney. The parties have completely read this Agreement, fully understand and voluntarily accept its terms, and have had an opportunity to have an attorney of their choosing advise them with respect to the lawsuit and all of the terms of this Agreement. The parties further represent and warrant that there exists no physical or mental condition or other impairment known to them that would preclude them from executing this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated this 29 day of Nov. 2016.

Brent Blamires



"EMPLOYEE"

SETTLEMENT AGREEMENT AND RELEASE

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Dated this ____ day of _____ 2016.

International Association of Fire Fighters Local No. 4973

"UNION"
By: _____
Its: _____

Dated this ____ day of _____ 2016.

Rock Creek Rural Fire Protection District

"ROCK CREEK"
By: _____
Its: _____

Dated this ____ day of _____ 2016.

Jason Keller

"KELLER"