

RELEASE OF CLAIMS AGREEMENT

This Release of Claims Agreement (“Release”) is entered into on 11/13/2025, 2025, by and between the COUNTY OF PLUMAS, on and behalf of its Board, and each of its current and former members of the Board of Supervisors, employees, managers, department heads, officers, agents, and authorized volunteers (referred to collectively as “Employer”), and DEBRA LUCERO (referred to as the “Employee”) (the Employer and the Employee are collectively referred to herein as the “Parties”).

RECITALS

- A. Employee was an employee of Employer;
- B. Employee asserts various claims arising out of or connected to her employment, including, but not limited to, retaliation under Labor Code section 1102.5, retaliation under Labor Code section 232.5, defamation, breach of employment contract, breach of implied contract, breach of covenant of good faith, failure to perform mandatory duty to investigate complaints, failure to perform mandatory duty to protect whistleblowers, failure to perform mandatory duty to abide by civil service rules, negligent hiring, negligent supervision, negligent training, violations of the Brown Act, interference with subsequent employment under Labor Code section 1050, intentional infliction of emotional distress, punitive damages against individuals for their oppression fraud and malice conduct, economic injuries, lost wages, lost earning capacity, lost future wages, medical expenses, lost retirement and other benefits, relocation costs, emotional distress, reputational harm, loss of consortium, loss of enjoyment of life, attorney’s fees, costs, and all other claims stemming from Employee’s employment and separation from employment with Employer, including without limitation all of claims, injuries, and damages set forth in Employee’s October 13, 2025 Claim Against the County of Plumas form and accompanying attachments.
- C. Employee claims that she sustained injuries and damages as a result of the foregoing conduct.
- D. Employer denies engaging or participating in any of the conduct which serves as the basis for the aforementioned claims or any other conduct or claims alleged or which could have been alleged by Employee in the Demand, Action, or otherwise, and further denies Employee sustained any injuries or damages as a result of any conduct or omission by or on behalf of Employer;

E. The Parties acknowledge that this settlement and release is not an admission of liability by Employer; and

F. The Parties wish to resolve any and all claims asserted by, or which could be asserted by, Employee against Employer and hereby enter into the following Release.

THEREFORE, IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the Parties agree as follows:

RELEASE

The purpose of this Release is to resolve all claims asserted by, or which may be asserted by, Employee against Employer arising from, related to, or connected with the employment and termination of employment of Employee by Employer, and as between the Parties. Employer denies each and every claim asserted against it by Employee.

Irrespective of the claims asserted by Employee, her last day of employment with the Employer was April 15, 2025 (the "Separation Date"). The Separation Date is the employment termination date for Employee for all purposes, meaning that as of the Separation Date, Employee has no longer been entitled to any further compensation, monies, or other benefits from the Employer, including coverage under any benefits plans or programs sponsored by the Employer.

1. Consideration.

In consideration for Employee's execution, non-revocation of, and compliance with this Release, including the waiver and release of Claims and a waiver and release of all attorneys' fees and costs the Employer agrees to pay to Employee a total of Three Hundred Thousand Dollars (\$300,000.00) (hereinafter the "Settlement Proceeds"), within fifteen (15) days of the Effective Date of this Release. The \$300,000.00 settlement sum shall be made payable to the Leoni Law Client Trust Account. The settlement sum shall be paid by check, without any payroll deductions and withholdings, payable to Employee and shall be forwarded to the attention of Terry R. Leoni at the following address:

Leoni Law
2950 Buskirk Ave, Ste 300
Walnut Creek, CA 94597

The Parties recognize that the payment made herein constitutes nonwage income and is issued on account of claimed injuries. Because this Release contemplates that Employer will not have any knowledge of and cannot have control over the payment of portions of this settlement amount, the Employer shall report the entire amount as having been paid to Employee on Internal Revenue Service Form 1099-MISC, and Employee and Employee's attorneys shall be solely responsible for remitting to federal and/or state tax authorities any applicable taxes due and shall hold Employer harmless and indemnify Employer for any liabilities, costs and expenses, including attorney's fees, caused by any tax authority relating in any way to the tax treatment of the payments made pursuant to this Release. Employee and Employee's attorneys shall promptly provide Employer with IRS form W9 in order to facilitate payment hereunder.

2. General Release and Waiver of Claims.

In exchange for the consideration provided in this Release, Employee and her heirs, executors, representatives, agents, insurers, administrators, successors, attorneys, and assigns (collectively the "Releasors") irrevocably and unconditionally, fully and forever, waive, release and discharge Employer, Employer's representatives and attorneys, including, but not limited to, Employer's successors, assigns, subsidiaries, employees, directors, officers, stakeholders, and administrators and any other person or entity which may have been involved in any of the conduct which serves as a basis for the claims asserted or which could have been asserted in any claim, complaint, demand or other action, including but not limited to Employee's October 13, 2025 Claim Against the County of Plumas form and accompanying attachments, (collectively the "Releasee"), from any and all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, liabilities and expenses (inclusive of attorneys' fees and costs) in tort, equity, in contract, or under any statute, administrative rule or regulation, or of any kind whatsoever, whether known or unknown, (collectively "Claims"), including, without limitation, any Claims under any federal, state, local, administrative or foreign law, that Releasors may have, have ever had or may in the future have arising out of, or in any way related to (a) Releasor's employment and termination by Releasee; (b) the aforementioned facts and contentions set forth in the Recitals; (c) any actual or alleged act, omission, transaction, practice, conduct, occurrence or other matter that existed or arose on or before, and including, the date of Employee's execution of this Release, whether known or unknown, including, but not limited to, claims based on alleged violations of any law, including, but not limited to retaliation under Labor Code section 1102.5, retaliation under Labor Code section 232.5, defamation, breach of employment contract, breach of implied contract, breach of covenant of good faith, failure to perform mandatory duty to investigate complaints, failure to perform mandatory duty to protect whistleblowers, failure to perform mandatory duty to abide by civil service rules, negligent hiring, negligent supervision, negligent training, violations of the Brown Act, interference with subsequent

employment under Labor Code section 1050, intentional infliction of emotional distress, punitive damages against individuals for their oppression fraud and malice conduct, economic injuries, lost wages, lost earning capacity, lost future wages, medical expenses, lost retirement and other benefits, relocation costs, emotional distress, reputational harm, loss of consortium, loss of enjoyment of life, attorney's fees, costs, and all other claims stemming from Employee's employment and separation from employment with Employer, including without limitation all of claims, injuries, and damages set forth in Employee's October 13, 2025 Claim Against the County of Plumas form and accompanying attachments; (d) any and all tort, statutory and/or contract claims; and (e) any and all other potential claims arising out of, related to or based on the employment relationship and termination of the employment relationship between Employee and Employer, including but not limited to, worker's compensation claims (collectively "Claims"). As part of this Release, Employee specifically withdraws Employee's October 13, 2025, Claim Against the County of Plumas form and accompanying attachments, and no further action on such claim is required by Employer and Releasee. However, this general release excludes, and Releasor does not waive, release, or discharge any Claims that cannot be waived by law.

3. Waiver of California Civil Code Section 1542.

Employee understands that she may later discover Claims or facts that may be different than, or in addition to, those which the Employee now knows or believes to exist with regards to the subject matter of this Release, and which, if known at the time of signing this Release, may have materially affected this Release or Employee's decision to enter into it. Nevertheless, the Employee, individually and on behalf of Releasors, hereby waives any right or Claim that might arise as a result of such different or additional Claims or facts. The Employee, on behalf of Releasors, has been made aware of, and understands, the provisions of California Civil Code Section 1542 and hereby expressly waives any and all rights, benefits and protections of the statute, which provides, "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**"

4. Waiver of Costs and Fees.

In consideration of the above settlement, the Parties waive any and all claims of costs or attorneys' fees incurred in pursuing any and all Claims.

5. Liens and Claims.

Employee warrants that there are no liens or claims asserted or that could be asserted against the Settlement Proceeds by any third party, including, but not limited to, any and all liens or claims asserted by any healthcare provider, healthcare insurance provider, government healthcare benefits provider, including, but not limited to Medi-Cal, Medicare, worker's compensation provider, attorneys and/or any other third party. Employee and her attorney further warrant Employee does not receive Supplemental Security Income ("SSI").

Notwithstanding the foregoing, Employee agrees to hold harmless, defend and indemnify the Released Parties and The Mitchell Law Firm, LLP, and Employer's risk pool(s) and claims administrators, including, but not limited to Trindel Insurance Fund, from any and all liens and claims, whether known or unknown, claimed now or claimed later, by any third party, including, but not limited to, any and all liens or claims asserted by SSI, any healthcare provider, healthcare insurance provider, government healthcare benefits provider, including, but not limited to Medi-Cal, Medicare, worker's compensation provider, attorneys and/or any other third party regarding any obligations incurred by Employee as a result of the above-described conduct. Releasors shall further indemnify, defend and hold the Released Parties harmless from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare benefits to the extent the Employee would have been entitled to those benefits in the absence of this Release. Employee is solely responsible for payment of, and will indemnify, defend, and hold harmless the Released Parties from, any and every claim, demand, lien, right or cause of action of any kind or character, whether for medical expenses, unemployment and/or disability compensation, attorneys' fees, subrogation rights, reimbursement rights, both governmental and non-governmental, including but not limited to the rights of the Department of Healthcare Services, i.e. Medi-Cal, for medical/mental health treatment of Employee or benefits paid to or on behalf of Employee arising from the matters released herein which may ever be asserted against the Released Parties concerning this matter, except as otherwise provided for herein.

6. Knowing and Voluntary Acknowledgement.

Employee specifically agrees and acknowledges that: (a) Employee has read this Release in its entirety and understands all of its terms; (b) Employee has been advised of and has availed herself of her right to consult with her attorneys and representatives prior

to executing this Release; (c) Employee knowingly, freely and voluntarily assents to all of the terms and conditions hereof, including, without limitation, the waiver, release and covenants contained herein; (d) Employee is executing this Release, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which she is otherwise entitled; and (e) Employee understands that the waiver and release in this Release is being requested in connection with settlement of the aforementioned Claims asserted by Employee against Employer which, as stated above, are denied.

7. ADEA Claims.

By signing this Release, Employee hereby acknowledges and confirms that: (a) Employee has been advised by the Employer to consult with an attorney of her choice before signing this Release and to have the attorney explain the terms and effects of signing this Release, including Employee's release of claims under the Age Discrimination in Employment Act ("ADEA"), and that Employee has in fact consulted with an attorney; (b) Employee acknowledges that the reasonable time to consider such a Release is at least twenty-one (21) days and Employee knowingly and voluntarily waives that 21-day period; (c) Employee is providing this release in exchange for consideration in addition to that which the Employee is already entitled; (d) the Employee understands that she has seven (7) days from the date of signing this Release to revoke the release in this Release only as to any ADEA claim by providing Nicholas R. Kloeppel with a written notice of the Employee's revocation of the release and waiver contained in this paragraph; (e) Employee understands that the release does not apply to rights and Claims that may arise based on conduct occurring after the date on which the Employee signs this Release; and (f) Employee knowingly and voluntarily accepts the terms of this Release.

8. Approval by Board of Supervisors.

Releasee represents The Board of Supervisors has approved this settlement.

9. Effective Date.

This Release shall not become effective until eight (8) days after the Release is signed by Releasee. No payments due to the Employee as set forth otherwise herein shall be made until after the Effective Date of this Release.

10. Successors and Assigns.

Employee has not assigned, and may not assign, this Release or any part hereof, as it being understood that this Release is personal to Employee. Any purported assignment by the Employee shall be null and void from the initial date of purported assignment.

11. Governing Law: Jurisdiction and Venue.

This Release, for all purposes, shall be construed in accordance with the laws of the state of California without regard to conflicts-of-law principles. Any action or proceeding by either of the Parties to enforce this Release shall be brought only in Plumas County Superior Court or any state or federal court located in the state of California where venue is appropriate.

12. Entire Agreement.

Unless specifically provided herein, this Release contains all the understandings and representations by the Employee pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The Employee agrees that this Release can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of this Release.

13. Modification and Waiver.

No provision of this Release may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and by an authorized representative of Employer.

14. Severability.

Should any provision of this Release be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Release shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Release, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Release.

The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Release in lieu of severing such unenforceable provision from this Release in its entirety, whether by rewriting the offending provision, deleting any or all the offending provision, adding additional language to this Release or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law.

The Parties expressly agree that this Release, as so modified by the court, shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Release be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Release shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

15. Captions.

Captions and headings of the sections and paragraphs of this Release are intended solely for convenience and no provision of this Release is to be construed by reference to the caption or heading of any section or paragraph.

16. Counterparts and Signatures.

This Release may be executed in counterparts, the separate parts of which shall be taken together to constitute one whole. Electronically scanned signatures (transmitted by e-mail, by DocuSign or other means) shall be deemed to constitute original signatures, and the lack of an original (wet ink) signature shall not constitute a defense to the enforceability of this Release.

17. Non-admission.

Nothing in this Release shall be construed as an admission of wrongdoing or liability by the Parties.

18. No Promise, Inducement or Representations.

No promise or inducement has been made other than those set out in this Release. This Release is executed by the Parties without reliance on any representation by the

other Party or the other Party's representatives concerning the nature or extent of any injuries or legal liability.

19. Notices.

All notices under this Release must be given in writing, by personal delivery, regular mail, or receipted e-mail, at the addresses indicated in this Release or any other address designated in writing by either Party. When providing written notice to Employer, a copy must be provided to Nicholas R. Kloeppel at the following address:

THE MITCHELL LAW FIRM, LLP
P.O. Drawer 1008
426 First Street
Eureka, CA 95502

When providing written notice to the Employee, notice must be provided to Terry R. Leoni at the following address:

Leoni Law
2950 Buskirk Ave, Ste 300
Walnut Creek, CA 94597

20. Remedy for Breach of the Release.

If any action is brought to enforce the provisions of this Release, the prevailing party shall be entitled to recover the Party's reasonable attorneys' fees and costs, including the cost of any required bond and fees of experts or expert witnesses whether incurred before trial or during or after trial.

21. Execution of Other Documents.

The Parties agree to execute other documents, as necessary to perform the Release.

22. Neutral Reference

Upon inquiry from a prospective employer, Employer will only provide dates of employment and last job title.

24. Acknowledgment of Full Understanding.

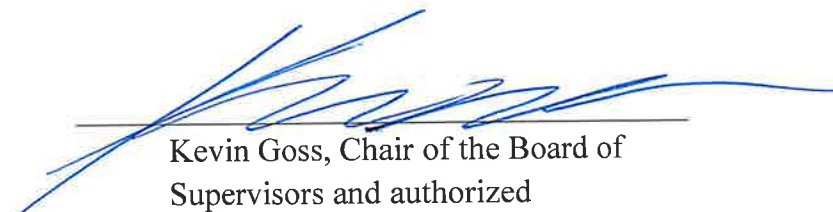
THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY READ, UNDERSTAND AND VOLUNTARILY ENTER INTO THIS RELEASE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THEIR CHOICE BEFORE SIGNING THIS RELEASE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEIR SIGNATURES BELOW IS AN AGREEMENT TO RELEASE THE EMPLOYER FROM ANY AND ALL CLAIMS AND THE PARTIES AGREE THEY ARE BOUND TO THE TERMS HEREIN.

Dated: 11/13/2025

Debra Lucero

Debra Lucero, Employee

Dated: 11/18/25


Kevin Goss, Chair of the Board of Supervisors and authorized representative for the County of Plumas, Employer

Approved as to form and content.

Dated: 11/13/2025

Terry R. Leoni

Terry R. Leoni
Leoni Law, PLC
Attorneys for Employee