

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between Sandra G. Myrick ("Myrick") and the North Carolina Administrative Office of the Courts ("AOC") for Marion Warren, Director, North Carolina Administrative Office of the Courts, in his official capacity ("Warren"); the Honorable N. Hunt Gwyn, Chief District Court Judge, in his official capacity ("Gwyn"); and the Honorable W. David Lee, Senior Resident Superior Court Judge, in his official capacity ("Lee"). Myrick and AOC may be collectively referred to as the "Parties" or individually as "Party" throughout this Settlement Agreement. This Settlement Agreement shall be effective on the date of its execution.

WITNESSETH

WHEREAS, Myrick was a Magistrate serving in Union County, North Carolina, from approximately October 9, 2011, through October 20, 2014; and

WHEREAS, Myrick's employment as a magistrate in Union County ended on October 20, 2014; and

WHEREAS, on or about April 14, 2015, Myrick filed a Charge of Discrimination against Warren, Gwyn and Lee with the Equal Employment Opportunity Commission ("EEOC"), EEOC Charge No.: 430-2015-01202, pursuant to Title VII of the Civil Rights Act of 1964, as amended; and

WHEREAS, the EEOC determined that Myrick filed her Charge of Discrimination pursuant to §304 of the Civil Rights Act of 1991, more commonly known as the Government Employees Rights Act of 1991 or GERA, and referred the matter to a hearing before a federal administrative law judge; and

WHEREAS, the administrative law judge, by Order dated April 4, 2017, held that Myrick

is covered by GERA, that she suffered an adverse employment action, and that her religious beliefs were not accommodated as required by law; and

WHEREAS, Warren, Gwyn and Lee appealed these determinations to the Director, Office of Federal Operations for the EEOC; and

WHEREAS, the Parties have now resolved their disputes and differences, and wish to settle and release any and all claims arising out of the events giving rise to the Charge of Discrimination;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Payment.** The AOC agrees to pay and Myrick agrees to accept one hundred twenty two thousand six hundred and sixty dollars and 62/100 cents (\$122,660.62) as back pay, fifty thousand and four hundred and thirty five dollars and 3/100 cents (\$50,435.03) as front pay, thirty six thousand nine hundred and ninety-one and 64/100 cents (\$36,991.64) to the North Carolina Retirement System to give Myrick retirement credits that will give her a retirement date of November 1, 2017, and one hundred fifteen thousand dollars and no/100 cents (\$115,000.00) as attorney fees in full settlement of all matters of controversy between Myrick and AOC, solely as it concerns Myrick's Charge of Discrimination against Warren, Gwyn and Lee.

2. **General Releases.** By this Settlement Agreement, and in return for the consideration recited above, Myrick, on behalf of herself, her successors, assigns, heirs, executors, administrators and personal representatives, hereby fully releases and forever discharges Warren, Gwyn, Lee, the North Carolina Administrative Office of the Courts, and the State of North Carolina, from any and all claims, actions or causes of action, demands, damages, costs, interest, judgments, expenses, attorneys' fees, legal costs, and liabilities for any acts or commissions occurring or existing at any time before the execution of this Settlement Agreement, whether or

not now known or suspected or claimed, whether in law, arbitration, administrative proceeding, equity or otherwise, or whether accrued or hereafter maturing. This release expressly releases all matters alleged in the Charge of Discrimination.

3. **Dismissal.** Upon payment and confirmation of the payment to the North Carolina Retirement System, counsel for AOC shall file a withdrawal of its appeal with the EEOC.

4. **No Admissions.** This Settlement Agreement, including the release of claims herein, constitutes a compromise of disputed claims, and nothing contained in this Agreement shall be construed as an admission of liability on the part of any of the Parties, by whom all liability is expressly denied.

5. **Voluntary Consent.** All parties further represent and acknowledge that in executing this Settlement Agreement:

- a. They have been afforded full opportunity to discuss all aspects of this Settlement Agreement with their legal counsel;
- b. They have carefully read and fully understand all of the provisions of this Settlement Agreement; and
- c. They have voluntarily and knowingly signed this Settlement Agreement.

6. **Costs and Expenses.** All additional costs and expenses, including additional attorneys' and expert's fees, incurred in connection with the Charge and/or this Settlement Agreement in excess of the aforementioned payments made to and on behalf of Myrick pursuant to this Settlement Agreement, shall be paid by each party respectively.

7. **No Modifications.** No amendment or modification of this Settlement Agreement is valid unless executed in writing with the same formality as this present Settlement Agreement and by the same Parties or their respective successors or assigns.

8. **Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the agents, successors, heirs and assigns of the Parties.

9. **Governing Law and Venue.** This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, and any action filed to compel compliance with this Settlement Agreement and/or to litigate its terms shall be filed in North Carolina.

10. **No Presumptions.** The language used in this Settlement Agreement will be deemed to be the language chosen by all of the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Settlement Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Settlement Agreement.

11. **Enforceability Representation.** The Parties represent that neither they, nor anyone acting on their behalf, will challenge, or raise as a defense, the unenforceability under applicable law of any provision or term set forth in this Settlement Agreement.

12. **Severability.** If any provision or any part of any provision of this Settlement Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Settlement Agreement shall not be affected thereby and shall remain valid and fully enforceable.

13. **Entire, Integrated Agreement.** This Settlement Agreement embodies the sole and entire Agreement of the Parties. No oral statement, agreement, promise, undertaking, understanding, or arrangement made prior to or contemporaneously with the execution of this Agreement shall be binding on any of the Parties, unless expressly set forth herein. No oral agreement, statement, promise, undertaking, understanding, arrangement, act or omission of any Party, occurring subsequent to the date hereof, shall be deemed an amendment or modification of the Settlement Agreement unless reduced to writing and signed by the Parties or their respective

successors or assigns.

14. **Delivery by Facsimile and PDF.** This Settlement Agreement and any amendments or modifications hereto, to the extent signed and then delivered by means of a facsimile machine or electronic transmission in portable document format (".pdf"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as an original signed version thereof delivered in person. At the request of any Party hereto or to any such agreement or instrument, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties to the respective agreement or instrument. No Party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic transmission in .pdf format to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in .pdf format as a defense to the formation or enforceability of this Settlement Agreement and each such Party forever waives any such defense.

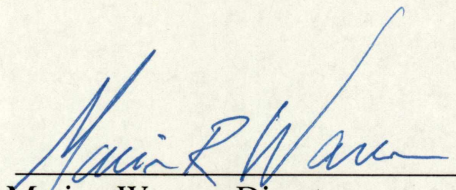
THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND FULLY UNDERSTAND AND AGREE TO SUCH ITEMS.

Sandra G. Myrick, Complainant

Date: _____

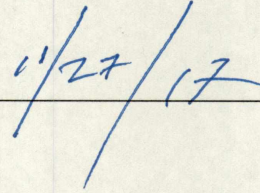
W. Ellis Boyle
Attorney for Plaintiff

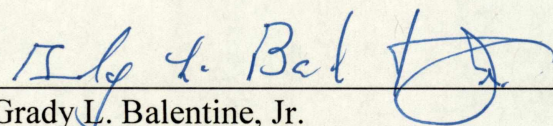
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Marion Warren, Director
N.C. Administrative Office of the Courts

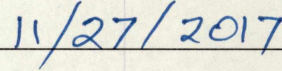
Date: _____





Grady L. Balentine, Jr.
Special Deputy Attorney General
Attorney for N.C. Administrative Office
of the Courts, Warren, Gwyn, and Lee

Date: _____



[Attachment Omitted]