

**SETTLEMENT AGREEMENT AND  
GENERAL AND FULL RELEASE OF ALL CLAIMS**

This Settlement Agreement and General and Full Release of All Claims (hereinafter "Release") is made and entered into on this 27<sup>th</sup> day of March, 2009, by and between **DEBORAH L. SMITH** ("Plaintiff") and **JACQUELINE P. THOMAS**, in her official capacity as Executive Director of the Poplar Bluff Public Library and the **POPLAR BLUFF PUBLIC LIBRARY**, including the Trustees of the Poplar Bluff Public Library, in their individual capacity and official capacity as Trustees of the Poplar Bluff Public Library, ("Defendants") (Plaintiff and Defendants collectively referred to as "Parties").

**WITNESSETH:**

**WHEREAS**, Plaintiff is making claims against Defendants for damages under 42 U.S.C. §2000e, *et seq.* (Title VII of the Civil Rights Act of 1964, as amended), the Missouri Human Rights Act, § 213.010 *et seq.* R.S.Mo., 42 U.S.C. §1983, and other federal and state laws arising out of the employment of Plaintiff by the Poplar Bluff Public Library commencing on or about August 18, 2006, the Plaintiff's resignation from employment with the Poplar Bluff Public Library on or about September 6, 2007, and alleged acts of religious discrimination and retaliation against the Plaintiff by Jacqueline P. Thomas, individually and in her official capacity as Director of the Poplar Bluff Public Library, including the creation of a hostile work environment and claims for a reduction in hours, a change in job duties and responsibilities, and for a suspension from employment without pay from July 14, 2007 until July 24, 2007, (the "Incidents"), which include claims for compensation for past and future medical bills and expenses, for pain, suffering, and humiliation, actual damages, punitive damages, compensatory damages, back pay, front pay, past and future lost wages, embarrassment, personal degradation, loss of self-esteem, personal injury, pre- and post-judgment interest, physical and emotional pain and suffering, mental anguish, emotional distress, injury to reputation and

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character, loss of employment-related benefits, pecuniary losses, loss of enjoyment of life, employment discrimination, wrongful discharge, lost retirement benefits, religious discrimination, for constructive discharge from employment, violations of Title VII of the Civil Rights Act of 1964, as amended, violations of the Missouri Human Rights Act, retaliation, violation of the U. S. Constitution and the Missouri Constitution, violation of 42 U. S. C. of 1983, and other damages under circumstances which the Plaintiff claims renders Defendants liable unto her for damages, as is more specifically alleged in the Complaint styled Deborah L. Smith, Plaintiff v. Jacqueline P. Thomas and the Poplar Bluff Public Library, Defendants, pending in the United States District Court for the Eastern District of Missouri, Southeastern Division, case No. 1:08-CV-79SNLJ (the "Action").

**WHEREAS**, Defendants deny that they are, individually or collectively, liable in any way to Plaintiff for any sum whatsoever as claimed by Plaintiff in the Action, or otherwise, so that a dispute exists between us, which dispute we have now agreed to settle, adjust, and compromise on the terms in this Release as set forth herein.

**NOW, THEREFORE**, for and in consideration of this compromise, and in consideration of the mutual promises contained herein, and for the sum of Forty-Five Thousand and no/100 dollars (\$45,000.00) ("Settlement Consideration") paid to Plaintiff and the payment of the mediation costs to USA & M, the sufficiency and receipt of which is hereby acknowledged by Plaintiff in full satisfaction of all losses, damages, and/or claims arising in this dispute from Plaintiff's employment with the Poplar Bluff Public Library from August 18, 2006 until Plaintiff's resignation from employment with the Poplar Bluff Public Library on or about September 6, 2007, all claims for employment and religious discrimination, retaliation, constructive discharge, and wrongful discharge

from employment, and all claims arising out of the Incidents as are asserted, or that could have been asserted in the Action against the Defendants, Plaintiff does hereby:

**RELEASE AND FOREVER DISCHARGE**

**JACQUELINE P. THOMAS**, in her official capacity as Executive Director of the Poplar Bluff Public Library, **THE POPLAR BLUFF PUBLIC LIBRARY, THE TRUSTEES OF THE POPLAR BLUFF PUBLIC LIBRARY**, in their individual capacity and in their official capacity as Trustees of the Poplar Bluff Public Library, the City of Poplar Bluff, Missouri, Savers Property & Casualty Insurance Company, and their officers, directors, shareholders, agents, servants, employees, subsidiaries, affiliates, assigns, heirs, representatives, city clerks, attorneys, city officials, city council, city administrators and mayor, and all other persons, firms and corporations of and from any and all claims, demands, damages, losses, expenses, injuries, claims for violations of 42 U.S.C. §2000e (Title VII of the Civil Rights Act of 1964, as amended), claims for employment discrimination, claims for violation of the Missouri Human Rights Act §213.010 et. seq. R. S. Mo., claims for violation of the U.S. and Missouri Constitutions, claims under 42 U.S.C. §1983, claims for wrongful discharge from employment, claims for religious discrimination, claims for hostile work environment, claims for retaliation, claims for constructive discharge, all claims relating to the employment of the Plaintiff by the Poplar Bluff Public Library, all claims relating to the Plaintiff's resignation from employment with Defendants on September 6, 2007, and all other claims for violation of any state, federal or common law which Plaintiff now has, or hereinafter may have, on account of or arising under, in or out of the employment of Plaintiff by Jacqueline P. Thomas and the Poplar Bluff Public Library and/or the City of Poplar Bluff, Missouri, the Plaintiff's resignation from employment with the Poplar Bluff Public Library and/or the City of Poplar Bluff, Missouri on or

about September 6, 2007, and all claims for employment and religious discrimination, retaliation, wrongful discharge from employment, and for violation of the U. S. Constitution and 42 U. S. C. §1983 as is alleged in the Action, or that could have been alleged in the Action, or in any lawsuit filed by Plaintiff against the Defendants, as well as those consequences thereof which may hereinafter develop, and those which have developed, or are now apparent.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that the Parties agree and acknowledge that nothing contained in this Release, including the offer, execution, and performance hereof, constitutes an admission by Defendants with respect to the claims of the Plaintiff, or of liability with respect to any matter referred to herein, or referred to in the Action, with Defendants expressly denying any liability for any claim described herein, for any claims arising in the Action, for any claims arising out of Plaintiff's employment with the Defendants and Plaintiff's resignation from employment with Defendants on or about September 6, 2007, and for any claims arising out of the Incidents, and Plaintiff acknowledges that this Release is being entered into solely as a compromise to prevent further expense, and to terminate and extinguish all litigation including the Action.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that Plaintiff is relying upon their own judgment and counsel in executing this Release, and upon the advice of her attorneys.

**IN IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that Plaintiff and Defendants do hereby agree to not disclose any person, firm, entity or corporation, newspaper, radio station, television station and media entity, the amount of the settlement, the approximate amount of the settlement, the amount of any offer and/or counter offer

made between the parties, or any of the terms and conditions of the settlement and release and this Release (“**CONFIDENTIALITY AGREEMENT**”). Nothing contained herein shall in any manner be construed to prevent Plaintiff from disclosing the amounts and terms of this Release to her immediate family on a condition that any such person must be instructed and must agree to keep the information confidential pursuant to the terms of this Release. Plaintiff agrees and acknowledges that nothing contained in this **Confidentiality Agreement** will prevent or prohibit Defendants and their employees, officials, agents and representatives from disclosing the amount of this settlement and this Release pursuant to a valid request under the Missouri Sunshine Law codified at Section 610.010 et seq. R. S. Mo. (2000). The Parties agree that if any person inquires about the terms of this settlement and Release, the only response to be given will be “the lawsuit has been resolved to each Party’s satisfaction and has been dismissed.”, unless a different response is allowed by the terms of this Release. The Parties to this Release further agree that no Party to the Release will make disparaging remarks against any other party concerning the employment of the Plaintiff by the Defendants, and the Plaintiff’s resignation from employment with the Defendants on or about September 6, 2007, Plaintiff’s claims of employment and religious discrimination asserted against the Defendants, and Plaintiff’s claims of violation of constitutional rights, retaliation and wrongful discharge arising out of her employment or any other matter relating to Plaintiff’s employment by the Defendants, including the filing of the Action and the resolution of the claims described herein.

Nothing contained in this Release shall in any way be construed to prohibit the Plaintiff from divulging the terms and amounts of this settlement to the Internal Revenue Service or the Missouri Department of Revenue in connection with any taxation question or issue involving whether the settlement consideration is subject to taxation. Additionally, nothing contained in this Release shall

in any way be construed to prevent Plaintiff from divulging the amounts and terms of the settlement to her tax preparer in order to seek advice as to whether she should claim the amount paid to her hereunder as "income" on either her federal or state income tax return providing that prior to her doing so she shall obtain from such tax preparer an agreement that the amount of this settlement will not be divulged in any way to any other person except the Internal Revenue Service or the Missouri Department of Revenue. Finally, nothing contained in this Release shall in any manner be construed to prohibit Plaintiff from negotiating the respective check issued by Savers Property and Casualty Insurance Company to her for the settlement consideration as referred herein.

The Plaintiff and Defendants acknowledge that this covenant of **Confidentiality Agreement** entitled **Confidentiality Agreement** in this Release shall be severable from the remaining provisions of this Release so that a breach of this **Confidentiality Agreement** will not constitute a breach of the entire Release.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that this Release is binding upon and shall endure to the benefit of the Parties hereto, and their respective successors, heirs, administrators, assigns, and upon all persons, firms, and corporations who claim by and through the Parties herein.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release that Plaintiff specifically acknowledges that Defendants are paying the Settlement Consideration to her as compensation for non-wage damages within the meaning of the Internal Revenue Code, and not as back pay, front pay, or as wages, and specifically for Plaintiff's alleged claims for personal injuries. Plaintiff further acknowledges that Defendants have not withheld any taxes of any kind from the Settlement Consideration payment to her because the Settlement

Consideration is being paid to her as non-wage damages and not as back pay, front pay, or as wages. Plaintiff agrees to be responsible for any tax liability, including penalties and interests, if any, assessed against the Plaintiff as a result of the characterization of the Settlement Consideration payment to Plaintiff as income and/or wages to the Plaintiff by the Missouri Department of Revenue and/or the Internal Revenue Service. Plaintiff further agrees to indemnify, hold harmless and pay Defendants and their insurer Savers Property and Casualty Insurance Company for any claim and related costs, penalties, interest, attorney's fees or payments that may arise from any claim by any state and federal taxing authority against Defendants and Savers Property and Casualty Insurance Company from Plaintiff's failure to pay taxes due on the Settlement Consideration payment, or for any failure by Defendants to withhold taxes from the Settlement Consideration payment to the Plaintiff.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that the Plaintiff agrees to satisfy and pay all liens of any kind which apply or may hereinafter apply to any and all claims of the Plaintiff arising out of her employment and/or Plaintiff's resignation from employment with Defendants and any claims of employment discrimination, religious discrimination, violations of constitutional rights, discrimination and retaliation as is alleged in the Action, or that could have been alleged in the Action, including but not limited to, attorney liens, subrogation interests, medical care and service liens, Medicare and Medicaid liens, and hospital liens. Plaintiff further agrees to indemnify and hold harmless Defendants and their insurer, Savers Property and Casualty Insurance Company, from all such liens or claims arising out of or in any way related to the medical care, treatment, facilities, equipment, subrogation claims and/or any other services provided to Plaintiff by reason of her employment with

the Defendants and/or the Plaintiff's resignation from employment and any claims for employment discrimination and retaliation as is alleged in the Action, or that could have been alleged in the Action. Plaintiff further agrees to pay any reasonable settlement and/or judgment on any lien and/or claim asserted against Defendants and their insurer, Savers Property and Casualty Insurance Company, by reason of any lien and/or claim asserted against them, individually or collectively, including the payment of reasonable attorney fees and costs incurred by Defendants and/or their insurer, Savers Property and Casualty Insurance Company, to defend and/or to compromise any lien and claim asserted against either of them arising out of Plaintiff's employment by the Defendants, Plaintiff's resignation from employment by Defendants on or about September 6, 2007, and/or any claim of employment and religious discrimination and violation of constitutional rights arising out of Plaintiff's employment.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that Plaintiff acknowledges that she may consult with the United States Department of Labor, the EEOC, the Missouri Commission on Human Rights and her attorney, concerning the legal effect of this document and the Release contained in this document. Plaintiff acknowledges that she has been provided by the Defendants with full and ample opportunity to present this Release to his attorney for review, to the United States Department of Labor, to the EEOC, and to the Missouri Commission on Human Rights for review. Plaintiff further acknowledges that her attorney has assisted in the preparation of this Release, has approved this Release, and that Plaintiff is signing the Release based upon the recommendation and advice of her attorney. Plaintiff further acknowledges that the Settlement described herein is the product of mutual agreement of all Parties to this Release. Plaintiff knowingly, willingly and voluntarily waives her right to have any governmental agency,

including the United States Department of Labor, the EEOC, and the Missouri Commission on Human Rights review this Release, and further waives her right to pursue any further claims through any governmental agency arising out of the employment of the Plaintiff by the Defendants, Plaintiff's resignation from employment on September 6, 2007, and any claim of employment discrimination and religious discrimination, retaliation. If any governmental agency or attorney should pursue any claims arising out of either the employment of Plaintiff by Defendants, her resignation from employment on September 6, 2007, or any claim of employment discrimination and violation of constitutional rights in the future, Plaintiff agrees to instruct the agency and/or attorney to terminate abandon and dismiss the claim. Plaintiff specifically acknowledges that the terms of this Release releases and discharges all claims the Plaintiff has, or may have in the future against the Defendants, and any other person, firm, official, and municipal corporation arising out of the employment of Plaintiff by the Defendants, the alleged discrimination in employment against the Plaintiff by the Defendants, and the Plaintiff's resignation from employment with Defendants on September 6, 2007 as described herein, and as alleged in the Action filed by the Plaintiff against the Defendants, or that could have been alleged in the Action against the Defendants.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that Plaintiff acknowledges that all claims arising out of Plaintiff's employment by the Defendants, the Plaintiff's resignation from employment by Defendants on or about September 6, 2007, and the Action including all claims for employment and religious discrimination, retaliation, violation of constitutional rights, and wrongful discharge from employment are specifically released and discharged by the terms of this Release and Plaintiff promises and covenants not to sue Defendants at any time after the date this Release is executed and the Settlement Consideration

recited herein is paid for any claim arising out of Plaintiff's employment by Defendants, the Plaintiff's resignation from employment with Defendants on or about September 6, 2007, and any employment and religious discrimination, retaliation, violation of constitutional rights, and for wrongful discharge arising from her employment with Defendants. Plaintiff specifically acknowledges that this Release may be pled as an absolute bar and defense to any claim arising out of Plaintiff's employment by Defendants, the Plaintiff's resignation from employment with Defendants on or about September 6, 2007, and the claims of employment and religious discrimination, retaliation, violation of constitutional rights, and for wrongful discharge arising out of Plaintiff's employment by Defendants that are asserted, or could have been asserted, against the Defendants in the Action after the date this Release is executed and the Settlement Consideration is paid to Plaintiff as recited herein.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that the settlement payment described herein will be made by one settlement check payable to Deborah L. Smith in the amount of \$44,171.55 and one settlement check payable to the American Civil Liberties Union of Eastern Missouri in the amount of \$828.45.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that the provisions of this Release shall be severable, and the breach of one provision shall not be construed to be a breach of any other provision of this Release. The invalidity or unenforceability of any particular provision of this Release shall not affect the other provisions hereof, and this Release shall be construed, in all respects, as if such invalid or unenforceable provisions were omitted. The terms of this Release are contractual in nature, and are not merely recitals, and will be governed by Missouri law.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that upon payment of the Settlement Consideration, the Plaintiff will execute and file a Dismissal of the Action with prejudice, with each party to bear their own costs and attorney fees in this matter.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that Plaintiff acknowledges that she has read this Release, that she understands the terms, provisions, and legal effect of this Release which is signified by her signature to this Release, and that she has executed the Release based upon the advice of her attorney.

**IT IS FURTHER STIPULATED AND AGREED**, as part of the consideration of this Release, that the Release may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this Release on the date as shown below, by their own free act and deed, with full knowledge of the contents of this Release, and for the sole consideration expressed herein and upon the advice of their attorney.

Dated: March 27, 2009

Deborah L. Smith  
DEBORAH L. SMITH

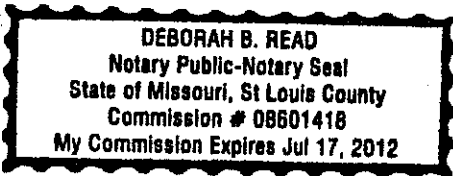
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF St. Louis     )

On this 27 day of March, 2009, before me personally appeared DEBORAH L. SMITH, to me known to be the individual who executed this Settlement Agreement and General and Full Release of all Claims and acknowledged that she fully understood the contents of this Agreement, freely executed the same for the sole consideration therein expressed, and executed the same based upon the advice of her attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Deborah B. Read  
Notary Public

My Commission Expires:



Dated: March 27, 2009

Jacqueline P. Thomas  
JACQUELINE P. THOMAS, in her official capacity  
as Executive Director of Poplar Bluff Public Library

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF Butler     )

On this 27 day of March, 2009, before me personally appeared JACQUELINE P. THOMAS, to me known to be the individual who executed this Settlement Agreement and General and Full Release of all Claims and acknowledged that she fully understood the contents of this Agreement, freely executed the same for the sole consideration therein expressed, and executed the same based upon the advice of her attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Lori J. Phelps  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Butler County  
My Commission Expires: March 23, 2012  
Commission # 08509177

Lori J. Phelps  
Notary Public

**ATTORNEY'S LIEN WAIVER AND APPROVAL OF  
FORM OF RELEASE**

The undersigned waive any and all attorney's liens and claims for attorney fees arising from the dispute and Incidents described in the Release and in the Action against the Defendants and Savers Property & Casualty Insurance Company upon the payment of the Settlement Consideration, approve one (1) settlement check covering the consideration of this Release to be issued being payable to Deborah L. Smith in the amount of \$44,171.55 and one settlement check payable to The American Civil Liberties Union of Eastern Missouri in the amount of \$828.45, and approve the form of the Release.

Respectfully submitted,

By: Anthony E. Rothert by Robert L. King  
Anthony E. Rothert, EDMo #518779  
American Civil Liberties Union  
of Eastern Missouri  
454 Whittier Street  
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Co-counsel for Plaintiff

By: Robert L. King  
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Co-counsel for Plaintiff