

RELEASE AND SETTLEMENT AGREEMENT IN FULL

This Settlement Agreement and Release in Full (“Settlement Agreement”) is entered into this 8th day of October, 2025, by Plaintiff Terri Lesley (“Plaintiff”) and Defendants, Campbell County, Campbell County Board of Commissioners, Campbell County Public Library System Board of Trustees, Del Shelstad, Colleen Faber, Sage Bear, Charles Butler, Chelsie Collier, and Darcie Lyon¹ collectively referred to as “Defendants”.

I. RECITALS

A. Plaintiff filed a lawsuit in the United States District Court for the District of Wyoming, identified as Case No. 25-CV-00100 (“the lawsuit”), against the Defendants, seeking damages from the Defendants related to damages she alleged she sustained pertaining to her release from employment with the Campbell County Public Library System. Plaintiff has presented a claim for

B. Plaintiffs and Defendants have determined and agreed to compromise and settle their differences, and have agreed to settle all claims and controversies between themselves, as more specifically set forth below, under the terms and conditions of this Settlement Agreement, for the purpose of laying to rest all possible claims for damages, known and unknown, among and between the parties based upon, arising out of, or directly or indirectly relating to the incident as it relates to the facts and circumstances described in the lawsuit.

C. It is acknowledged that his settlement is of a disputed claim and that the Defendants have in no manner conceded the same.



¹ Ms. Lyon’s first name is misspelled “Darcy” in the initiating pleadings.

II. WARRANTIES

A. Plaintiff warrants she has been fully informed and have knowledge of the terms, conditions and effects of this Settlement Agreement.

B. Plaintiff warrants she has, either personally or through her counsel or other agents, fully investigated to her full satisfaction, all facts surrounding the various claims, controversies and disputes related to her complaint and is fully satisfied with the terms and effects of this Settlement Agreement.

C. Plaintiff states that she has read this Settlement Agreement and understands the contents hereof and executes this Settlement Agreement of her own free will.

D. It is the intent of the parties to this Settlement Agreement that all claims of Plaintiff against all persons and entities described herein, arising out of or any way referable to the incident, shall be extinguished.

III. AGREEMENT

In consideration of the foregoing recitals and mutual promises as set forth below, it is agreed as follows:

1. In consideration of the payments and rights set forth in the Settlement Agreement, Plaintiff shall, within seven days of receiving the consideration described below, dismiss the lawsuit against Defendants with prejudice, all sides to bear their own fees and costs.

2. Plaintiff hereby releases, acquits and forever discharge Defendants, Campbell County, Campbell County Board of Commissioners, Campbell County Public Library System Board of Trustees, Del Shelstad, Colleen Faber, Sage Bear, Charles Butler, Chelsie Collier, and Darcie Lyon their successors, heirs, assigns, and their liability insurance carrier, past or present employers, employees, agents partners (collectively “Released Parties”) of and from any and all

actions, causes of action, claims, demands and damages, including but not limited to actions and claims based upon 42 U.S.C. § 2000e et seq, 42 U.S.C. § 1983, 42 U.S.C. § 1985, negligence; breach of contract, costs; expenses; damages, attorneys fees and all other general, special, consequential, punitive and/or exemplary damages on account of, or in any way growing out of the incident, or based upon any other actions or claims as may be set forth in the Complaint in the lawsuit, or which could have been brought in the lawsuit.

3. In consideration of the Release set forth above, Defendants will pay **Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00)** to Plaintiff through her attorneys. Such payment will be reported on an IRS Form 1099. The check will be made payable to Terri Lesley c/o Rathod Mohamedbhai, LLC. Defendants and Plaintiff agree that the payment described above constitutes payment for alleged damages on account of personal injury or physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The check shall be mailed no later than 30 days from execution of this agreement to Rathod Mohamedbhai, LLC, 2701 Lawrence St., Denver, Colorado, 80205.

4. Plaintiff understands and expressly agrees that this Settlement Agreement operates as a full and final release of any and all claims, demands, causes of action, actions, damages, losses and liabilities of any nature and kind which could be asserted by me, whether the same was asserted or not. It is understood that this is a settlement of disputed claims and is not to be construed as an admission of liability by any party.

5. If, after the date hereof, any provision of this Settlement Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Settlement Agreement, such provisions shall be fully severable. In lieu thereof, there should be

added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid, and enforceable.

6. Plaintiff hereby declares and represents that, in making this Release and Settlement Agreement, it is understood and agreed that settlement is made in reliance only upon her own judgment and the judgment of her legal representative, and that she has not been influenced to execute this release in any way whatsoever by representatives of any person or persons who are agents, representatives, or employees of the persons or entities released hereby. It is further understood that this is a full and final release and that no further claim of any kind whatsoever may ever be brought by her or on her behalf against the persons released hereby for any costs, expenses, damage, or injury, resulting from or in connection with the incident or injuries described above or as asserted in the subject suit, or later-discovered incidents or injuries.

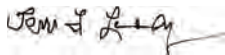
7. The sum named herein is the sole consideration for this Release and such consideration is contractual and not a mere recital. It is understood that this Release and Settlement Agreement is not to be construed as an admission of liability, but rather a compromise of a disputed claim in order to avoid the expense and trouble of further investigation and litigation.

8. Plaintiff has carefully read the terms of this release and fully understand its content and meaning. She further represents and asserts that she is legally competent to understand the terms of this release and to bind herself by execution of the same. Plaintiff has executed this instrument solely in reliance on her own judgment and not in reliance on any representations or promises of any other person.

9. This Settlement Agreement shall not be modified or amended except by an instrument in writing signed by all parties.

10. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Wyoming.

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



Terri Lesley

APPROVED AS TO FORM








Iris Halpern



Audit trail

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


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