



810 Mission Avenue
Oceanside, CA 92054
(760) 966-6500
(760) 967-2001 (fax)
www.GoNCTD.com

May 18, 2017

Mr. David Gotfredson
Sent via Email: dgotfredson@kfmb.com

Subject: Public Records Act Request
NCTD File No.: 17-133 PRR

Dear Mr. Gotfredson:

This will serve as the North County Transit District's (NCTD) response to your Public Records Request pursuant to California Government Code section 6250, et seq. which was received on May 17, 2017, requesting:

"Under the California Public Records Act, I request the entire settlement agreement in BUCKHANON VS. NORTH COUNTY TRANSIT DISTRICT, including records detailing monetary payments."

After conducting a search for records responsive to your request, NCTD has determined that responsive documents do exist and the documents have been included in this response.

Sincerely,

Anthony Flores
Manager of Administration/Clerk of the Board

Attachments

BOARD OF DIRECTORS

Rebecca Jones

Vice Mayor, City of San Marcos
Board Chair

John J. Aguilera

Councilmember, City of Vista
Board Vice-Chair

Mark Packard

Councilmember, City of Carlsbad

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Chuck Lowery

Deputy Mayor, City of Oceanside

Bill Horn

Supervisor, County of San Diego

Jewel Edson

Councilmember, City of Solana Beach

EXECUTIVE DIRECTOR

Matthew O. Tucker

GENERAL COUNSEL

Lori A. Winfree

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between Noel Buckhanon, hereafter referred to as "Plaintiff" and North County Transit District, hereafter referred to "Defendant" and/or "Employer", (collectively referred to herein as the "Parties") in light of the following recitals, which the Parties agree are true and correct:

1. Plaintiff was employed by North County Transit District ("Employer") from August 25, 2014 to March 9, 2016; and

2. Plaintiff filed a lawsuit in the San Diego Superior Court-North County Division, against Defendant on October 31, 2016, entitled *Noel Buckhannon v. North County Transit District*, San Diego Superior Court Case No. 37-2016-00038114-CU-OE-NC (hereafter referred to as the "Action"), asserting claims that include the following: discrimination; discriminatory harassment and failure to take corrective action; failure to prevent discriminatory harassment; failure to accommodate disability; failure to provide a timely, good faith interactive process; retaliation, retaliation in violation of public policy, and intentional infliction of emotional distress.

3. Defendant denies that it has violated any applicable law or committed any wrong against Plaintiff or that it has otherwise damaged Plaintiff in any way;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

4. The Parties hereto shall bear their own attorneys fees and costs incurred in connection with the Action. Plaintiff shall file a request for dismissal, with prejudice, as to the entire Action within five (5) business days of execution of the Agreement.

5. Plaintiff hereby releases and forever discharges Defendant, its Board of Directors, officers, employees and all other persons, firms and corporations from all claims and demands, rights and causes of action of any kind Plaintiff now has or hereafter may have on account of or in any way arising out of the Action or otherwise.

6. Plaintiff, by her signature on this Agreement, specifically represents, and authorizes Defendant to rely on said representations, that no attorney's fee lien(s) have been, or will be, placed upon this settlement except as to her attorneys of record, Law Offices of Laura Farris, and that Plaintiff expressly directs that payment of the settlement proceeds to be made payable to "Law Offices of Laura Farris Client Trust Account."

7. Plaintiff further represents and warrants that the negotiation of the settlement draft herein shall expressly constitute a waiver and release of any lien claim for services rendered and costs advanced by the Law Offices of Laura Farris on her behalf. This provision inures only to the benefit of Defendant and does not constitute any waiver of fees, costs or lien on behalf the Law Offices of Laura Farris.

8. Defendant shall pay to Plaintiff and her attorneys, the Law Offices of Laura Farris, the sum of Ninety-Six Thousand Dollars and No/100 (\$96,000.00) in full settlement of all claims against Defendant asserted in the Action or otherwise ("Consideration"). The settlement check shall be made payable to the "Law Offices of Laura Farris Client Trust Account." Defendant agrees to pay the settlement funds within thirty (30) days of defense counsel's receipt of the Agreement signed by Plaintiff.

9. The Consideration is not intended to be past or future wages. Defendant agrees that Plaintiff has made a claim for emotional distress damages and that said settlement payment is being made in recognition of those claims despite the fact there is no admission of liability being made by Defendant pursuant to this Agreement.

10. Taxes: The Parties recognize that part or all of the Consideration made hereunder constitutes non-wage income. Because this Settlement Agreement and Release contemplates that Defendant will not have any knowledge of the amount allocated between Plaintiff and her attorneys, Defendant cannot have control over the payment of portions of this Consideration. Accordingly, Plaintiff shall report the entire amount as having been paid to her and her attorneys on Internal Revenue

Service Form 1099, and Plaintiff and her attorneys shall be responsible for remitting to federal and/or state tax authorities any applicable taxes due and Plaintiff shall hold Defendant harmless and indemnify it for any liabilities, costs and expenses, including attorney fees, caused by any tax authority relating in any way to the tax treatment of the Consideration made pursuant to this Settlement Agreement and Release.

11. Non-Disparagement: The Parties agree to take no action which is intended, or would reasonably be expected to harm the other, their reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the respective parties. In that regard, Plaintiff and her counsel of record agree not to publish the terms and conditions of this settlement in any manner, and Plaintiff agrees not to make any disparaging remarks or comments, in any forum, from this point forward. Defendant agrees to provide only the fact and dates of employment, and last position held (if permitted by Defendant's then-existing policy) in response to any inquiries regarding Plaintiff's employment with Defendant.

12. General Release by Plaintiff: Plaintiff hereby releases and forever discharges Employer's Releasees defined below from the Claims described below.

"Employer's Releasees" include Employer and each of its Board of Directors, officers, agents and employees, insurers, representatives and lawyers, and each of their respective predecessors, successors, heirs and assigns, and all persons acting by, through, under or in concert with them, or any of them.

"Claims" include any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Plaintiff now has or may hereafter have (except as otherwise provided herein below) against the aforesaid Employer's Releasees or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof, including, without limiting the generality of the foregoing, any Claims arising

out of, based upon, or relating to the hire, employment, remuneration (including salary; bonus; incentive or other compensation; vacation, sick leave or medical insurance benefits; and/or benefits from any employee stock ownership, profit-sharing and/or any deferred compensation plan under Section 401 of the Internal Revenue Code of 1954, as amended) or termination of Employee by Employer's Releasees, or any of them, including any Claims constituting, arising out of, based upon, or relating to the Action, as well as any matters, causes, or things whatsoever that were, or have been, or could in any way have been, alleged in the respective pleadings in said suit, and including any Claims under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act, as amended; the Equal Pay Act, as amended; the Fair Labor Standards Act, as amended; the Employee Retirement Income Security Act, as amended; the California Fair Employment and Housing Act, as amended; the California Labor Code; and/or any other local, state or federal law governing discrimination in employment and/or the payment of wages or benefits.

Plaintiff acknowledges that she has been advised by her attorneys with respect to this release and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Being aware of said code section, Plaintiff hereby expressly waives any rights she may have thereunder, as well as under any other statutes or common law principles of similar effect, except to the extent herein below provided.

13. Plaintiff's Warranties and Representations: Plaintiff represents and warrants that there has been no assignment or other transfer of any interest in any Claim that she may have against Employer's Releasees or any of them, and Plaintiff agrees to indemnify and hold them and each of them, harmless from any liability, claims, demands, damages, costs, expenses and attorney fees incurred by them or any of them, as a result of any person asserting any such assignment or transfer. This indemnity

shall not require payment as a condition precedent to recovery by the Employer's Releasees against Plaintiff under this indemnity.

Plaintiff agrees that if she hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon or relating to any of the Claims released hereunder, or in any manner asserts against the Employer's Releasees or any of them, any of the Claims released hereunder, then Plaintiff shall pay to the Employer's Releasees and each of them, in addition to any other damages caused thereby, all attorney fees incurred by the Employer's Releasees or any of them in defending or otherwise responding to said suit or Claim.

14. Dismissal of Action: Within five (5) business days after the execution of this Settlement Agreement and Release, Plaintiff and her attorneys, Law Offices of Laura Farris, shall file a request to dismiss the Action with prejudice.

15. No Admission of Liability: Plaintiff understands and agrees that neither the payment of any sum of money, including the Consideration, nor the execution of this Settlement Agreement and Release shall constitute or be construed as an admission of any liability whatsoever by Defendant, who has consistently taken the position that it has no liability whatsoever to Plaintiff.

16. Enforcement of Agreement: If any party to this Settlement Agreement and Release sues to enforce this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief, its costs and expenses, including court costs and attorney fees, if any, incurred in connection with such suit.

17. Construction of Agreement: This Settlement Agreement and Release shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of California. The language of the Agreement shall not be construed for or against either party. The headings used herein are for reference only and shall not affect the construction of this Settlement Agreement and Release.

18. Sole Agreement:

This Settlement Agreement and Release represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel with respect to the subject matters covered hereby. Plaintiff acknowledges that no representations have been made by Defendant or anyone acting on Defendant's behalf to induce her to sign this Settlement Agreement and Release.

19. Amendment to Agreement: Any amendment to this Settlement Agreement and Release must be in a writing signed by duly authorized representatives of the Parties hereto and stating the intent of the Parties to amend this Settlement Agreement and Release.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the dates shown below.

Date Signed: 4/1/2017

By: 
Noel Buckhanon, Plaintiff

Date Signed: 4/4/17

By: Matthew O. Tucker
Matthew O. Tucker, Executive Director for North County Transit District, Defendant

APPROVED AS TO FORM AND CONTENT:

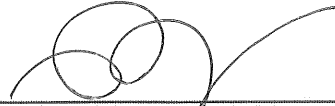
LAW OFFICES OF LAURA FARRIS

DATED: 4/3/17

By: 
Laura Farris, Esq.
Attorney for Plaintiff, Noel Buckhanon

McDOUGAL, LOVE, ECKIS,
BOEHMER & FOLEY

DATED: 4/4/17

By: 
Steven E. Boehmer, Esq.
Attorneys for Defendant, North County Transit District



NORTH COUNTY TRANSIT DISTRICT
810 MISSION AVE.
OCEANSIDE, CA 92054

Stub 1 of 1

CHECK No. **807499**

VENDOR No.	VENDOR NAME	CHECK DATE	CHECK AMOUNT
29502	Law Offices of Laura J. Farris	2017-04-14	\$96,000.00

Invoice #	Invoice Date	Remarks	Invoice Amount	Tax	Gross Amount
CLAIM SETTLEMENT 04	2017-04-06	BUCKHANNON SETTLEMENT	96,000.00		96,000.00

DETACH BEFORE DEPOSITING



NORTH COUNTY TRANSIT DISTRICT
810 MISSION AVE.
OCEANSIDE, CA 92054

Bank of America
333 South Hope Street, 13th Floor
Los Angeles, CA 90071-3026

16-66
1220

Check No. **807499**

CHECK NUMBER	CHECK DATE	PAY EXACTLY
00807499	2017-04-14	\$****96,000.00

PAY EXACTLY NINETY SIX THOUSAND AND 00/100*****

VOID IF NOT CASHED WITHIN SIX MONTHS

TO THE ORDER OF

Law Offices of Laura J. Farris
Client Trust Account
2755 Jefferson Street, #205
Carlsbad CA 92008

Matthew O. [Signature]

Security features included. Details on back

⑈0000807499⑈ ⑆122000661⑆ 14594⑈03256⑈