

1 SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA,
2 , AND THE STATE OF NEVADA,
3 DEPARTMENT OF BUSINESS AND INDUSTRY,
GOVERNOR'S COMMITTEE ON EMPLOYMENT OF PEOPLE WITH DISABILITIES

4 The United States of America, through its Department of Justice (hereinafter "DOJ"),
5 () (hereinafter "
6 ") and the State of Nevada, Department of Business and Industry, Governor's Committee on
7 Employment of People with Disabilities (hereinafter "Committee") hereby agree, in exchange for the
8 mutual promises and considerations contained herein, as follows:

9 The parties to this Settlement Agreement are the DOJ, , and the Committee;
10 and

11 filed a charge of discrimination with the Equal Employment Opportunity
12 Commission on , charge no. , alleging that the Committee retaliated against
13 her for engaging in protected activity through adverse and hostile treatment, in violation of the
14 Americans with Disability Act of 1990, as amended, 42 U.S.C. §§ 12111, et seq. (hereinafter "ADA");
15 and

16 The EEOC referred the matter to DOJ pursuant to Justice Department regulations implementing
17 the ADA; and

18 The DOJ has alleged that the ADA applies to the Committee because it is a person within the
19 meaning of 42 U.S.C. § 12111(7), an employer within the meaning of 42 U.S.C. § 12111(5)(A), is a
20 covered entity within the meaning of 42 U.S.C. § 12111(2), and the Committee is a public entity subject
21 to Title II of the ADA pursuant to 42 U.S.C. § 12131(1); and

22 The ADA prohibits any adverse treatment that is based on a retaliatory motive and is reasonably
23 likely to deter persons from engaging in protected activities; and

24 The ADA prohibits discrimination or retaliation against any person because of opposition to any
25 practice declared to be unlawful or because of the filing of a charge, giving testimony or assistance, or
26 participation in any manner in any investigation, proceeding, or hearing under the law.

27 ////

28 ////

1 The Nevada Attorney General's Office has, on behalf of the Committee and the State of Nevada,
2 forwarded a detailed denial on the merits to ADA violation allegations to the DOJ;
3 and

4 has informed the Nevada Attorney General's Office that she believes that
5 various torts have been committed by the Committee and/or other agencies or employees of the State of
6 Nevada relating to her termination from the Committee; and

7 The Committee and the State of Nevada deny that any tort(s) were committed during the
8 termination and investigation leading up to the termination of ; and

9 was a classified employee assigned to the Committee until her dismissal
10 ; and

11 On , was served with an dismissing her from the
12 classified service of the State of Nevada and as an employee of the Committee; and

13 waived her right to a pre-disciplinary hearing and was dismissed from the
14 classified service of the State of Nevada by the Committee ; and

15 requested a hearing in front of a Hearing Officer of the Nevada Department of
16 Personnel; and

17 The United States Attorney General is authorized to bring civil actions to enforce the ADA; and

18 The parties hereby agree that, based upon the mutual promises contained herein, settlement of
19 this matter as set forth herein is warranted as the parties are in disagreement as to the merits of the
20 personnel action, and any possible civil action which may be brought by , or DOJ;

21 In consideration of the mutual promises contained herein, the parties hereto agree as follows:

22 **THE DOJ AGREES**

23 1. In consideration of the fulfillment of the terms and conditions set forth herein on the part
24 of the Committee, DOJ agrees to refrain from undertaking further investigation or from filing a civil
25 suit under the ADA or any other statute or under any legal theory against the Committee, the State of
26 Nevada, any of its agencies, boards, commissions, employees (in their official or individual capacities),
27 agents (in their official or individual capacity), independent contractors, former employees (in their
28 official or individual capacity), former agents (in their official or individual capacity), or former

1 independent contractors, or any other State entity, or any former or present elected or appointed officials
2 of the State of Nevada (in their official or individual capacities), or against any other person or entity
3 wherein the State of Nevada or any of its agencies would be responsible for paying any judgment or fine
4 or defending said person or entity, related to the facts set forth herein or in any manner related to the
5 investigation or termination of _____ from the classified service of the State of Nevada (or
6 any other person or entity specified in this paragraph that is in any way connected to the State of
7 Nevada), or for any action, including previous adverse action of any type or nature taken by the State of
8 Nevada (or by any other person or entity specified in this paragraph that is in any way connected to the
9 State of Nevada) against

10 **AGREES**

11 2. That _____ will resign from the classified service of the State of Nevada
12 effective at _____. That she will sign all forms necessary for her resignation from
13 the classified service of the State of Nevada. That this Settlement Agreement shall constitute authority
14 for the Committee or a representative from the Nevada Department of Business and Industry to
15 facilitate resignation of _____ from the classified service of the State of Nevada at
16 _____

17 3. That _____ will never apply for employment with the State of Nevada or any
18 of its boards, commissions, or agencies, or in any way accept employment with the State of Nevada or
19 any of its agencies, commissions, boards, or any other State of Nevada entity. That she will never
20 accept any appointment to a State of Nevada board or commission.

21 4. That _____, her heirs, executors, administrators, successors, subrogees, and
22 assigns, shall bring no civil or administrative action of any kind, in any court or any adjudicative body
23 of any kind, involving any of the matters in any way revolving around the subject _____, or its
24 investigation, or the decision to dismiss her from the classified service of the State of Nevada, which
25 shall include any complaints pursuant to the provisions of NRS 281.611, et seq. against the State of
26 Nevada, its employees or former employees (in their official or individual capacity), agencies (former or
27 present), committees (former or present), boards or commissions (former or present), or independent
28 contractors (former or present), or elected or appointed officials (former or present whether in their

1 official or individual capacity), or against any other person or entity wherein the State of Nevada or any
2 of its agencies would be responsible for paying any judgment or fine or defending said person or entity.

3 This paragraph shall prevent any person, entity, or third party from bringing any action as specified
4 herein on behalf of . This paragraph shall prevent lawsuits against persons in their
5 official or individual capacity.

6 That , her heirs, executors, administrators, successors, subrogees, or assigns
7 shall bring no action of any kind, civil, administrative or other, for any cause of action of any kind or
8 nature (including but not limited to any claims for any type of wages or back wages or overtime pay)
9 against the State of Nevada, its employees or former employees (in their official or individual capacity),
10 agencies (former or present), committees (former or present), boards or commissions (former or
11 present), independent contractors (former or present), elected or appointed officials (former or present
12 whether in their official or individual capacity), or against any other person or entity wherein the State
13 of Nevada or its agencies, committees, or boards would be responsible for paying any judgment or fine
14 or defending any person that in any way arose before the signing of this Settlement Agreement. This
15 paragraph shall prohibit litigation of any kind against any Committee member or former Committee
16 member, any Committee employee or former Committee employee, any other employee or former
17 employee of the State of Nevada, elected or appointed official or former elected or appointed official of
18 the State of Nevada, any consultant or former consultant of the State of Nevada, independent contractor
19 or former independent contractor of the State of Nevada, the State of Nevada or any of its agencies
20 (former or present) (including any entity formed by executive order or otherwise), commissions or
21 committees, or boards formed in any manner for any reason arising or beginning in any way before the
22 signing of this Settlement Agreement. Neither nor any other person, entity, or third
23 party shall bring any actions as specified herein on behalf of agrees
24 not to bring any such lawsuits against persons in their official or individual capacity.

25 5. That the appeal [REDACTED] filed with the Nevada Department of Personnel
26 concerning her termination from the Committee shall be dismissed with prejudice with each side paying
27 its own costs and fees, including attorneys' fees.

28 ////

6. That her heirs, executors, administrators, successors, subrogees and assigns shall indemnify, hold harmless and defend, not excluding the State of Nevada's right to participate, the State of Nevada, its officers and former officers (in their official and individual capacities), employers and former employers (in their official and individual capacities), employees and former employees (in their official and individual capacities), agents and former agents, independent contractors and former independent contractors, consultants and former consultants, and agencies (former or present) and any board or commission or committee regardless of how formed (former or present), and appointed or elected officials (former or present whether in their official or individual capacity), from and against all liability, claims, actions, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents in any way connected with this Settlement Agreement or the events surrounding this Settlement Agreement. Said obligation of indemnity shall also relate to any claim made by any agency of the State of Nevada or the United States Government relating to use by the State of Nevada or its agencies, employees, former employees, elected or appointed officials or former elected or appointed officials, committees (former or present), boards and commissions (former and present), of the Social Security number assigned to and used by

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

7. That shall return or have returned within ten (10) days of the signing of this Settlement Agreement to Robert J. Bryant, Deputy Attorney General, 100 North Carson Street, Carson City, Nevada 89701, any and all copies of the resumes and/or applications for employment of and that were ordered by the Hearing Officer disclosed in this matter. That she shall not discuss the contents of said resumes and/or applications with any person other than at any time now, or in the future.

8. Within 10 days of the full execution of this Settlement Agreement, shall provide in writing, copies of requests to withdraw any claim, allegation, or assertion that she has filed or made on her own behalf with any agency of the State of Nevada, the United States of America,

1 or any other natural person or governmental or non-governmental entity on behalf of herself, which is in
2 any manner adverse or against (in any way, including name them) the State of Nevada, its employees or
3 former employees (whether in their official or individual capacities), agencies (former or present),
4 committees (former or present), boards and commissions (former or present), any other State of Nevada
5 entity (former or present), independent contractors (former or present), or elected or appointed officials
6 (former or present whether in their official or individual capacities) and shall, within 10 days of the full
7 execution of this Settlement Agreement, immediately forward said requests for withdrawals to the
8 appropriate agency or entity. Within 10 days of the full execution of this Settlement Agreement,
9 agrees to provide in writing, copies of requests to withdraw any complaint filed with
10 any governmental agency by a third person or entity on her behalf or that in any manner could benefit
11 her or harm the State of Nevada or any of its agencies or entities (or any other person or entity as
12 specified above in this paragraph). Within 10 days of the execution of this Settlement Agreement,
13 shall immediately forward said requests for withdrawals to the appropriate agency or
14 entity.

15 9. That , her heirs, executors, administrators, successors, subrogees, and
16 assigns shall never file any complaints, allegations, or assertions (or request or have any third person or
17 entity to file) with any State or federal agency or entity of any kind against the State of Nevada, its
18 agencies (former or present), employees (former or present or in their official or individual capacity),
19 committees (former or present), boards and commissions (former or present), or any other State of
20 Nevada entity or independent contractors (former or present), or any elected or appointed official
21 (whether former or present and whether in their official or individual capacity) based upon any claim or
22 cause of action which arose prior to the full execution of this Settlement Agreement.

23 10. That , her heirs, executors, administrators, successors, subrogees and
24 assigns are solely responsible for payment of any and all taxes, fines, or other financial obligations due
25 to the Internal Revenue Service or any other entity, whether private, local, state, or federal, as a result of
26 entering into this Settlement Agreement, and shall make no claim for any such Internal Revenue Service
27 or other tax liability against the State of Nevada, its agencies (former or present), employees (former or
28 present whether in their individual or official capacity), committees (former or present), boards and

1 commissions (former or present), or any other State entity or independent contractors (whether former
2 or present), or any elected or appointed officials (whether former or present or whether in their
3 individual or official capacity), and shall indemnify the entities or persons specified in this paragraph
4 for any tax liability imposed upon _____ as a result of entering into this Settlement
5 Agreement.

6 11. That _____, her heirs, executors, administrators, successors, subrogees, and
7 assigns are solely responsible for the purchase and/or legality of purchase of any service credit from the
8 Public Employees Retirement System and that no cause of action of any kind or nature shall be brought
9 by her against the State of Nevada, its employees or former employees (in their official or individual
10 capacity), agencies (whether former or present), boards or commissions (former or present), committees
11 (whether former or present), elected or appointed officials (whether former or present whether in their
12 official or individual capacity), independent contractors (former or present), or any other person or
13 entity whom the State of Nevada would be required to defend or pay any type of settlement, award, or
14 judgment for any and all matters in any way related to her retirement benefits.

15 12. That _____ shall not state, suggest, or imply that she is a current employee or
16 in any manner affiliated with the State of Nevada, the Governor's Committee, the Governor's Office, or
17 any other state entity.

18 **THE COMMITTEE AGREES**

19 13. To remove the subject _____ from its internal files and those of the Nevada
20 Department of Business and Industry.

21 14. To request that the Nevada Department of Personnel remove the subject NPD-41 from
22 _____ State personnel file.

23 15. To accept the resignation of _____

24 **IT IS MUTUALLY AGREED**

25 16. Subject to the provisions of paragraphs 2 and 15, infra, and other relevant provisions
26 specified herein, _____ shall be reinstated to her former position and grade with the
27 Commission _____ . From _____ , until _____ ,
28 shall receive from the Committee, her former State of Nevada salary and any increases authorized by

1 law. From _____, through _____, shall be placed on administrative
2 leave without pay. Subject to the provisions of NRS 286.435, _____ shall receive back pay
3 (excluding standard deductions of state employees required under federal and state law) from
4 _____, through _____, and the Committee shall pay the contributions required pursuant to
5 NRS chapter 286 as they have been paid in the past. The parties acknowledge that pursuant to NRS
6 286.435(2), the employer shall deduct from any back pay awarded or granted to _____, all
7 money due as a result of _____ receiving retirement benefits pursuant to NRS chapter 286.
8 Pursuant to NRS 286.435(2), if the amount of back pay is not sufficient to pay all of the money due by
9 _____ pursuant to NRS chapter 286, then _____ shall pay any balance due to the retirement
10 system (Public Employees Retirement System) under a reasonable plan for payment established by the
11 system. _____ is aware that pursuant to NRS 286.435(1), she is required to pay the Public
12 Employees Retirement System and the Committee is required to deduct from her back wages granted
13 under this Settlement Agreement:

- 14 a. Any employee contributions which were refunded to her;
- 15 b. Any service or disability allowance which was paid to her;
- 16 c. All employee contributions which would have been made on the back pay
17 awarded to her; and
- 18 d. The interest on any amount due from the date on which:
 - 19 (i) She received the money to be repaid pursuant to paragraph (a) or (b); and
 - 20 (ii) Each contribution would have been made on the money due pursuant to
21 paragraph (c), to the date of payment at the assumed investment income rate used in the
22 most recent actuarial valuation of the system.
- 23 e. Or any other deductions required by law.

24 17. From the date of the full execution of this Settlement Agreement until _____ on
25 _____, _____ will be on administrative leave without pay. _____ shall not,
26 during this time period, represent herself as being employed by the Committee or the State of Nevada in
27 any way. _____ shall in no way visit the offices of the Committee during this time period.
28 The actions or inactions of _____ during this time period, and her conduct during the period

1 of _____, shall be considered to be in her individual capacity only and in no
2 manner be associated with the Committee or the State of Nevada. During the time periods specified
3 herein, _____, her heirs, executors, administrators, successors, subrogees and assigns shall,
4 for her own actions or inactions: Indemnify, hold harmless and defend, not excluding the State of
5 Nevada's right to participate, the State of Nevada, its officers and former officers (in their official and
6 individual capacities), employers and former employers (in their official and individual capacities),
7 employees and former employees (in their official and individual capacities), agencies (former and
8 present), committees (former and present), agents and former agents, independent contractors and former
9 independent contractors, consultants and former consultants, agencies (former or present), any board or
10 commission or committee regardless of how formed (former or present), and appointed or elected officials
11 (former or present in their official or individual capacities), from and against all liability, claims, actions,
12 damages, losses, and expenses, including but not limited to, reasonable attorneys' fees and costs. This
13 paragraph is not to be deemed as liability for indemnity in actions against the State that were committed
14 prior to May 25, 2001.

15 18. The State of Nevada shall pay to _____, within 21 days of the final execution
16 of this Settlement Agreement, the sum of THIRTY-FIVE THOUSAND DOLLARS and 00/100
17 (\$35,000.00).

18 19. This Settlement Agreement shall not be placed into the personnel file of
19 _____ at either the agency level or with the Nevada Department of Personnel. The original of this
20 Settlement Agreement shall be kept in the files of Robert J. Bryant of the Nevada Attorney General's
21 Office. The Nevada Attorney General will provide a copy of this agreement to the Nevada Department
22 of Personnel, the Public Employees Retirement System, and the Governor's Office.

23 20. The Committee and the Nevada Department of Business and Industry will contact the
24 Department of Personnel, the Public Employees Retirement System and any other necessary entity, in
25 order to facilitate its duties under this Settlement Agreement.

26 21. This Settlement Agreement shall be interpreted pursuant to the laws of the State of
27 Nevada and any enforcement action shall be brought in the First Judicial District Court of the State of
28 Nevada located in Carson City, Nevada, or the United States District Court for the District of Nevada.

1 22. The parties hereto represent and warrant that the person executing this Settlement
2 Agreement on behalf of each party has full power and authority to enter into this Settlement Agreement.

3 23. Failure to declare a breach or the actual waiver of any particular breach of this
4 Settlement Agreement or its material terms by any party shall not operate as a waiver by such party of
5 any of its rights or remedies as to any other breach.

6 24. This Settlement Agreement constitutes the entire agreement of the parties and is intended
7 as a complete and exclusive statement of the promises, representations, negotiations, and discussions.
8 Unless otherwise expressly authorized by the terms of this Settlement Agreement, this Settlement
9 Agreement shall be binding upon the parties, their successors, heirs, and assigns unless a modification is
10 in writing, signed by the respective parties hereto, and approved by the Nevada Attorney General's
11 Office.

12 25. The Committee and the State of Nevada will not waive and intend to assert available
13 NRS chapter 41 liability limitations and defenses for breach of this Settlement Agreement. In the event
14 that any party breaches this Settlement Agreement, the claiming party shall not be entitled to punitive
15 damages. Liquidated damages shall not apply. Damages to the Committee or the State of Nevada for
16 breach shall never exceed the amount of funds appropriated to the Committee or the State of Nevada for
17 payments of such damages for the fiscal year budget in existence at the time of the breach.

18 26. Nothing contained herein shall be construed as an admission of liability or guilt by the
19 Committee or the State of Nevada, or any other party to this agreement.

20 27. A facsimile copy of an original signature shall be deemed as valid as an original
21 signature for purposes of execution of this Settlement Agreement. This Settlement Agreement may be
22 signed in counterparts.

23 28. This Settlement Agreement is a public document and may be available to any requestor
24 by any of the signatories.

25 29. If any provision contained in this Settlement Agreement is held to be unenforceable by a
26 court of law or equity, this Settlement Agreement shall be construed as if such provision did not exist
27 and the nonenforceability of such provision shall not be held to render any other provision or provisions
28 of this Settlement Agreement unenforceable.

30. None of the parties hereto shall assign, transfer or delegate any rights, obligations or duties under this Settlement Agreement without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be signed and intend to be legally bound thereby.

DATED this 2nd day of June 2002.

STATE OF NEVADA, DEPARTMENT OF BUSINESS AND INDUSTRY

By: SYDNEY WICKLIFFE, Director

Reviewed by:
STATE OF NEVADA EMPLOYEES ASSOCIATION

Approved as to form:
FRANKIE SUE DEL PAPA
Attorney General

By: Dorah Ann McCoy
NORAH ANN MCCOY, ESQ.
State of Nevada Employees Association
709 East Robinson
Carson City, Nevada 89702
(775) 882-3910

By: ROBERT J. BRYANT
Senior Deputy Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717
(775) 684-1205
Attorney for State of Nevada
Department of Business and Industry
Governor's Committee on Employment of People With Disabilities

DATED this _____ day of _____ 2002.

RALPH F. BOYD, JR.
ASSISTANT ATTORNEY GENERAL FOR CIVIL RIGHTS
DEPARTMENT OF JUSTICE

By: JOHN L. WOBATCH, Chief
RENEE M. WOHLFENHAUS, Deputy Chief
ROBERT J. MATHER, ESQ.

1 30. None of the parties hereto shall assign, transfer or delegate any rights, obligations or
2 duties under this Settlement Agreement without the prior written consent of the other parties.

3 IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be
4 signed and intend to be legally bound thereby.

5 DATED this _____ day of _____ 2002.

6 STATE OF NEVADA, DEPARTMENT OF
7 BUSINESS AND INDUSTRY

8 By: _____
9 SYDNEY WICKLIFFE, Director

10 Reviewed by:

Approved as to form:

11 STATE OF NEVADA EMPLOYEES
12 ASSOCIATION

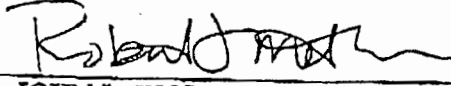
FRANKIE SUE DEL PAPA
Attorney General

13 By: _____
14 NORAH ANN McCOY, ESQ.
15 State of Nevada Employees Association
16 709 East Robinson
17 Carson City, Nevada 89702
18 (775) 882-3910

By: _____
ROBERT J. BRYANT
Senior Deputy Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717
(775) 684-1205
Attorney for State of Nevada
Department of Business and Industry
Governor's Committee on Employment of
People With Disabilities

19 DATED this 31st day of May 2002.

20 RALPH F. BOYD, JR.
21 ASSISTANT ATTORNEY GENERAL FOR
22 CIVIL RIGHTS
23 DEPARTMENT OF JUSTICE

24 By: 
25 JOHN L. WODATCH, Chief
26 RENEE M. WOHLNAUS, Deputy Chief
27 ROBERT J. MATHER, ESQ.
28

1 30. None of the parties hereto shall assign, transfer or delegate any rights, obligations or
2 duties under this Settlement Agreement without the prior written consent of the other parties.

3 IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be
4 signed and intend to be legally bound thereby.

5 DATED this 31st day of May 2002.

6 STATE OF NEVADA, DEPARTMENT OF
7 BUSINESS AND INDUSTRY

8 By: *Sydney Wickcliffe*
9 SYDNEY WICKLIFFE, Director

10 Reviewed by:
11 STATE OF NEVADA EMPLOYEES
12 ASSOCIATION

Approved as to form:
FRANKIE SUE DEL PAPA
Attorney General

13 By: _____
14 NORAH ANN McCOY, ESQ.
15 State of Nevada Employees Association
16 709 East Robinson
17 Carson City, Nevada 89702
18 (775) 882-3910

By: _____
ROBERT J. BRYANT
Senior Deputy Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717
(775) 684-1205
Attorney for State of Nevada
Department of Business and Industry
Governor's Committee on Employment of
People With Disabilities

19 DATED this _____ day of _____ 2002.

20 RALPH F. BOYD, JR.
21 ASSISTANT ATTORNEY GENERAL FOR
22 CIVIL RIGHTS
23 DEPARTMENT OF JUSTICE

24 By: _____
25 JOHN L. WODATCH, Chief
26 RENEE M. WOHLNAUS, Deputy Chief
27 ROBERT J. MATHER, ESQ.

1 30. None of the parties hereto shall assign, transfer or delegate any rights, obligations or
2 duties under this Settlement Agreement without the prior written consent of the other parties.

3 IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be
4 signed and intend to be legally bound thereby.

5 DATED this 3rd day of June 2002.

6 STATE OF NEVADA, DEPARTMENT OF
7 BUSINESS AND INDUSTRY

8 By: [Signature]
9 SYDNEY WICKLIFFE, Director

10 Reviewed by:

11 STATE OF NEVADA EMPLOYEES
12 ASSOCIATION

13 By: [Signature]
14 NORAH ANN McCOY, ESQ.
15 State of Nevada Employees Association
16 709 East Robinson
17 Carson City, Nevada 89702
18 (775) 882-3910

Approved as to form:

FRANKIE SUE DEL PAPA
Attorney General

By: [Signature]
ROBERT J. BRYANT
Senior Deputy Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717
(775) 684-1205
Attorney for State of Nevada
Department of Business and Industry
Governor's Committee on Employment of
People With Disabilities

19 DATED this 4th day of May 2002.

20 RALPH F. BOYD, JR.
21 ASSISTANT ATTORNEY GENERAL FOR
22 CIVIL RIGHTS
23 DEPARTMENT OF JUSTICE

24 By: [Signature]
25 JOHN L. WODATCH, Chief
26 RENEE M. WOHLNAUS, Deputy Chief
27 ROBERT J. MATHER, ESQ.
28

1 AMENDMENT TO SETTLEMENT AGREEMENT DATED JUNE 2, 2002, BETWEEN
 2 THE UNITED STATES OF AMERICA, AND THE STATE
 3 OF NEVADA, DEPARTMENT OF BUSINESS AND INDUSTRY, GOVERNOR'S
 4 COMMITTEE ON EMPLOYMENT OF PEOPLE WITH DISABILITIES

5 The undersigned parties stipulate and agree that the
 6 Settlement Agreement dated _____, by and between the
 7 parties shall be amended to make the resignation of
 8 _____ effective at _____ In
 9 consideration for this delayed resignation date, the State of
 10 Nevada ~~Department of Business and Industry, Governor's~~ *name*
 11 ~~Committee on Employment of People With Disabilities~~, shall pay
 12 to _____, on or before _____ the sum of
 13 \$1000.00.

14 All other terms and conditions of the original Settlement
 15 Agreement shall remain unchanged.

16 A facsimile copy of an original signature shall be deemed
 17 as valid as an original signature for purposes of execution of
 18 this Amendment. This Amendment may be signed in counterparts.

19 IN WITNESS WHEREOF, the parties hereto have caused this

20 ///
 21 ///
 22 ///
 23 ///
 24 ///
 25 ///
 ///

1 Settlement Agreement to be signed and intend to be legally
2 bound thereby.

3 DATED this _____ day of _____, 2002.

4 STATE OF NEVADA, DEPARTMENT
5 OF BUSINESS AND INDUSTRY

6 By: _____
7 SYDNEY WICKLIFFE, Director

8 Review By:

Approved as to Form:

9 FRANKIE SUE DEL PAPA
10 Attorney General

11 Norah Ann McCoy
12 NORAH ANN McCOY, ESQ.
13 State of Nevada Emp. Assn.
14 709 East Robinson St.
15 P.O. Box 1016
16 Carson City, NV 89702
17 (775) 882-3910

By: Katrina Carrion
ROBERT J. BRYANT
Senior Deputy Attorney Gen.
100 North Carson St.
Carson City, NV 89701-4717
(775) 684-1205
Attorney for State of Nevada
Department of Business and
Industry, Governor's
Committee on Employment of
People With Disabilities

17 RALPH F. BOYD, JR.
18 ASSISTANT ATTORNEY GENERAL
19 FOR CIVIL RIGHTS
20 DEPARTMENT OF JUSTICE

20 By: _____
21 JOHN W. WODATCH, Chief
22 RENEE M. WOHLNAUS, Deputy Chief
23 ROBERT J. MATHER, ESQ.

1 Settlement Agreement to be signed and intend to be legally
2 bound thereby.

3 DATED this 26th day of June, 2002.

4 STATE OF NEVADA, DEPARTMENT
5 OF BUSINESS AND INDUSTRY

6 By: _____
7 SYDNEY WICKLIFFE, Director

8 Review By:

Approved as to Form:

9 FRANKIE SUE DEL PAPA
10 Attorney General

11 NORAH ANN McCOY, ESQ.
12 State of Nevada Emp. Assn.
13 709 East Robinson St.
14 P.O. Box 1016
15 Carson City, NV 89702
16 (775) 882-3010

By: _____
17 ROBERT J. BRYANT
18 Senior Deputy Attorney Gen.
19 100 North Carson St.
20 Carson City, NV 89701-4717
21 (775) 684-1205
22 Attorney for State of Nevada
23 Department of Business and
24 Industry, Governor's
25 Committee on Employment of
People With Disabilities

17 RALPH F. BOYD, JR.
18 ASSISTANT ATTORNEY GENERAL
19 FOR CIVIL RIGHTS
20 DEPARTMENT OF JUSTICE

20 By: Robert Mather
21 JOHN W. WODATCH, Chief
22 RENEE M. WOHLNAUS, Deputy Chief
23 ROBERT J. MATHER, ESQ.

FROM T

1 Settlement Agreement to be signed and intend to be legally
2 bound thereby.

3 DATED this _____ day of _____, 2002.

4 STATE OF NEVADA, DEPARTMENT
5 OF BUSINESS AND INDUSTRY

6 By: _____
7 SYDNEY WICKLIFFE, Director

8 Review By: Approved as to Form:

9 FRANKIE SUE DEL PAPA
10 Attorney General

11 By: _____
12 NORAH ANN MCCOY, ESQ.
13 State of Nevada Emp. Assn.
14 709 East Robinson St.
15 P.O. Box 1016
16 Carson City, NV 89702
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