

## **SETTLEMENT AGREEMENT AND RELEASE**

Bruce Schundler and Sara Schundler (together the “Complainants”) and the U.S. Department of the Interior, National Park Service, (the “Agency”), acting by and through its authorized representative, Colin Campbell, mutually agree to the following terms and conditions, and knowingly and voluntarily enter into this written SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement”), a document which fully and finally resolves all claims made or could have been made by Complainants.

### **PREMISES/RECITALS**

WHEREAS, Complainants desire to settle all claims or potential claims, asserted or unasserted, related to or arising from their employment with the Agency, and knowingly and voluntarily agree to settle all issues arising from, or which could have arisen from such employment, and Complainants and the Agency seek to avoid further administrative and/or judicial litigation in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of these premises, Complainants and the Agency intend to be legally bound by, and knowingly, voluntarily, and mutually agree to, the terms and conditions described fully below.

### **TERMS AND CONDITIONS**

1. **Effective Date.** This Settlement Agreement shall become effective as of the date the Agreement is signed by all parties and after expiration of the revocation period as outlined in Paragraph 5 of this Agreement.

2. **Effect of Signatures.** The signatures affixed to this Settlement Agreement establish that Complainants and the Agency (a) have read this entire document, (b) have knowingly, voluntarily, and in good faith entered into this Settlement Agreement, (c) have not been induced by or through fraud, misrepresentation, duress, threat, or coercion, (d) fully understand all terms and conditions described in this Settlement Agreement, (e) agree with all terms and conditions described in this Settlement Agreement, and (f) agree to satisfy and perform, in good faith, the terms and conditions described in this Settlement Agreement.

3. **Complainant’s Self-Executing Dismissal With Prejudice.** On the effective date of this Settlement Agreement, Complainants voluntarily and automatically withdraw and dismiss with prejudice any complaint the Complainants may have filed to obtain relief in any judicial or administrative forum as to any claim Complainants may have against the Agency as of the date of this Settlement Agreement. This Settlement Agreement shall constitute Complainants’ written, knowing, voluntary, and automatic withdrawal and dismissal with prejudice of any such complaint. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the Complainants’ obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information; (2) communications to Congress; (3) the

reporting to an Inspector General of a violation of law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

4. **Complainants' Knowing and Voluntary Release of All Claims.** In exchange for the valuable consideration provided to and acknowledged by Complainants and described fully in this Settlement Agreement, Complainants voluntarily agree for themselves and their heirs, executors, administrators, representatives (legal and personal) and assigns, to fully and forever release and discharge the Agency (including all Agency officers, employees, agents, servants, instrumentalities, representatives, administrators, successors, and assigns), from any and all matters, issues, complaints, claims, actions, grievances, demands, damages, expenses, and liabilities, in which the Complainants are attempting to obtain relief, of every kind or nature whatsoever, that Complainants have raised, could have raised, or contemplated raising, arising directly or indirectly from any acts, omissions, incidents, or circumstances arising out of or relating to Complainants' employment with the Agency, up to and including the date Complainants sign this Settlement Agreement. This release of claims includes, but is not limited to, Complainants, knowing, voluntary, and complete release, waiver, withdrawal, and dismissal of, however designated, all grievances, complaints, demands, appeals, claims, issues or causes of action in any forum, administrative or judicial. Complainants further acknowledge and agree that they have had the opportunity to consult with their counsel prior to execution, and they knowingly approve of this full and final release and settlement.

5. **Age Discrimination in Employment Act Statement.** Pursuant to and consistent with 29 U.S.C § 626(f), Complainants acknowledge and agree that they have read this Settlement Agreement and fully understand its terms and conditions, and have entered into this Settlement Agreement knowingly and voluntarily and of their own free will. Complainants further acknowledge that they have been given twenty-one (21) days to consider this Settlement Agreement, which documents the valuable consideration provided to Complainants. Complainants acknowledge, understand, and agree that if they sign this Settlement Agreement within twenty-one (21) days of their receipt of the Settlement Agreement, their signatures on this Settlement Agreement shall constitute a knowing and voluntary waiver of the right to a 21-day consideration period. Complainants also acknowledge and understand that, no later than seven (7) days following the date on which they sign this Settlement Agreement, they may revoke this Settlement Agreement by providing written notice to the Director, Office of Civil Rights, Mailstop 4310, 1849 C Street, N.W., Washington, D.C. 20240. For such revocation to be valid, it must be delivered so that it is received on or before the expiration of the seven (7) day revocation period. Complainants acknowledge that this Settlement Agreement constitutes written advice to consult with an attorney before signing this Settlement Agreement. By signing this Settlement Agreement, Complainants understand that they are not waiving any rights or claims under the ADEA that may arise after the date they sign this Settlement Agreement.

6. **No Other Consideration.** Complainants agree that, with the exception of the consideration specifically described in this Settlement Agreement, they are not entitled to any other consideration, monetary amounts, back pay, compensatory damages, interest, unpaid benefits, or any other costs or compensation in connection with (a) the resolution of the Complaints and (b) the resolution of other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

7. **Complainants Solely Responsible for Paying Their Attorney's Fees and Costs.** Complainants shall be completely responsible for paying the entire amount of any and all attorney's fees and costs that they may have incurred or did incur in connection with, or prior to, filing, advancing, processing, and resolving (a) the Complaints, and (b) the pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

8. **No Confidentiality.** Nothing in this Settlement Agreement shall be construed as a confidentiality provision.

9. **No Precedential Value.** This Settlement Agreement shall neither establish any precedent nor be used to justify similar terms in any subsequent appeal, complaint, claim, case, or matter before the U.S. Merit Systems Protection Board; the U.S. Equal Employment Opportunity Commission; the U.S. Office of Special Counsel; the Federal Labor Relations Authority; the Agency's Office of Inspector General; the Agency's Office of Hearings and Appeals; or any other administrative or judicial body or forum.

10. **No Admission of Liability.** This Settlement Agreement shall not in any way constitute an admission or concession from the Agency that its employees, or other employees of the Federal government, committed any harmful procedural error, engaged in any prohibited personnel practice, treated Complainants in a discriminatory or retaliatory manner, or violated any Federal or State laws, rules, regulations, or policies and any such actions are specifically and individually denied. This Settlement Agreement is entered into by Complainants and the Agency for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation, not for the purpose of assigning blame or validating the claim(s) made in the Complaints, and/or other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

11. **Merger Clause.** This Settlement Agreement represents the complete understanding between Complainants and the Agency, and supersedes all other written or verbal (express or implied) agreements that Complainants and the Agency discussed or exchanged or considered and that address the Complaints, and/or other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

12. **Amendments/Modifications in Writing.** This document constitutes the final and complete statement of the terms contained in the Agreement and agreed to by the parties. There are no other terms expressed or implied. The terms of this agreement may not be modified or

renegotiated unless in writing and by mutual written consent signed by Complainants and the Agency, acting by and through an authorized Agency/Bureau representative.

13. **Severability.** If any paragraph or portion of this Settlement Agreement is determined to be unenforceable, the rest and remainder of this Settlement Agreement shall remain in full force and effect.

14. **Duplicate, Faxed and Electronic Copies as Originals.** This Settlement Agreement may be executed in any number of counterparts. Executed duplicate, faxed, and electronic copies of this Settlement Agreement shall represent originals and have the same force and effect as an original.

15. **Consideration.** The Agency shall make a one-time lump sum payment to Complainants jointly in the amount of Two Hundred Twenty and 58/100 Dollars (\$220.58). It is further understood that this lump sum payment represents all compensatory damages to Complainants, including attorney fees. The Agency shall not withhold from the compensatory damages amount, although it is understood between the parties that this payment may be subject to taxation by Complainants and will be reported to the Internal Revenue Service on Form 1099-MISC. Complainants agree that any taxes due on the payment of this amount are their responsibility. This payment will be made by the Agency via electronic funds transfer (EFT). Complainants agree to provide their bank account and routing number to the Agency within 3 days of the effective date of this Agreement. Complainants understand that the Agency will make all reasonable efforts to make payment within approximately forty-five (45) days after receipt of Complainants' bank account and routing number.

16. **Future Employment.** The Agency agrees to hire Complainants each into the position of Temporary, Seasonal (not to exceed 1039 hours) Park Ranger (Interpretation) at Yellowstone National Park for the 2014 season. It is understood and agreed that, except as otherwise provided in this Settlement Agreement, Complainants are otherwise subject to the usual terms and conditions of employment or re-employment as are provided by applicable regulations and statutes. A Yellowstone Park supervisor will contact Complainants during the 2014 regular hiring cycle for seasonal employees to make job offers and to set the enter-on-duty date. The Complainants shall be responsible for keeping the Agency advised regarding their current contact information. The Agency contact for maintaining current contact information is:

████████████████████

Employee Relations Officer  
National Park Service  
Intermountain Region

██████████

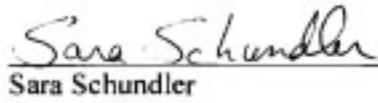
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**COMPLAINANTS**

 12-2-13  
\_\_\_\_\_  
Bruce Schundler Date

**AGENCY OFFICIAL**

 11/25/13  
\_\_\_\_\_  
Colin Campbell Date

 12-2-13  
\_\_\_\_\_  
Sara Schundler Date