

SETTLEMENT AGREEMENT AND GENERAL RELEASE

WHEREAS there currently exists a dispute between James Earl (hereinafter "Employee") and the Florida Department of Business and Professional Regulation (hereinafter "the Agency and "the Employer") which dispute includes, but is not limited to, the facts and circumstances related to or arising out of the lawsuit styled *James Earl, Plaintiff v. Florida Department of Business and Professional Regulation*, case number 2019-CA-001084 in the Circuit Court for the Second Judicial Circuit], or otherwise related to or arising out of Employee's employment with the Agency; and

WHEREAS the Employer denies any wrongdoing or unlawful acts on the part of the Agency's elected officials, appointed officials, agents, employees, or others for whom the Agency could be held liable; and

WHEREAS the Agency in good faith believes that the Employee's claims related to or arising from employment, whether stated or unstated, are not valid ones, has contested the claims, and would continue to contest the claims, and in good faith believes there is a valid foundation for the defense of such claims; and

WHEREAS the Employee and the Agency have determined that their respective interests would best be served by completely resolving, compromising, and settling the existing or possible disputes, disagreements and controversies between them without additional delay, litigation, or litigation of any federal, state or other cause yet unfiled; and

WHEREAS the Employee and the Agency are satisfied that the terms and conditions of



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this Settlement Agreement and General Release (hereinafter "Release") set forth below are fair, reasonable, and adequate, and in consideration of the mutual promises and covenants exchanged, and other good and valuable consideration as set forth in this Release, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby acknowledge and agree to the following:

1. Consideration and Release. One or more of the payment provisions in paragraphs 2, 3, 4, or 5 will apply. If any of these paragraphs contains no payment amount, that paragraph does not apply to this Release. Payments for Compensatory Damages, Front Pay, and Back Pay, will be made payable to Employee. Payments for Attorneys' Fees will be made to the attorney or law office.
2. Compensatory Damages for non-pecuniary losses. Employer will pay a one-time lump sum payment of sixteen thousand four hundred sixty dollars and seventy-two cents (\$16,460. 72). The parties agree that an Internal Revenue Service (IRS) Form 1099 will be issued to Employee for this amount. Employee agrees to indemnify and hold the Employer harmless for any tax liabilities or penalties resulting from this payment or this payment being characterized as compensatory damages.
3. Front Pay. Employer will pay a one-time lump sum payment of _____ .00, less payroll and tax deductions required by law. The parties agree that an IRS Form W-2 (Wage and Tax Statement) will be issued to


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Employee. Employee agrees to indemnify the Employer and hold it harmless for any errors and omissions relating to payroll and tax deductions.

4. Back Pay. Employer will pay a one-time payment of seven thousand fifty-four dollars and fifty-nine cents (\$7,054.59) less payroll and tax deductions required by law. The parties agree that an IRS Form W-2 (Wage and Tax Statement) will be issued to Employee. Employee agrees to indemnify the Employer and hold it harmless for any errors and omissions relating to payroll and tax deductions.
5. Employee's Attorney Fees and Costs. A one-time lump sum payment in the amount of sixteen thousand four hundred eighty-four dollars and sixty-nine cents (\$16,484.69) to Employee's attorneys, Marie A. Mattox, P.A. representing Employee's attorneys' fees. The parties agree that an IRS Form 1099 will be issued to Marie A. Mattox, P.A. for this amount and Employee agrees to indemnify and hold the Employer harmless for any tax liabilities or penalties resulting from this payment being characterized as attorneys' fees and costs.
6. Release. The parties agree that for the sums specified in paragraphs 2, 3, 4, and/or 5, above, and for other valuable consideration, the Employee, for himself or herself and any legal representatives, heirs, executors, administrators, successors, and assigns, hereby, without reservation, voluntarily releases, waives, absolves, and forever discharges, to the full extent permitted by law, the Agency and its successors, elected officials, appointed officials, assigns, employees,


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agents, appointees, insurers, contractors, officers, servants, heirs, any and all other officials or employees of the State of Florida, and legal representatives, all in their official and individual capacities, and including former members of any of the foregoing groups (collectively referred to throughout this Release as the "Employer"), from any and all claims, demands, actions, liens, contracts, covenants, wages, obligations, debts, judgments, causes of action, or suits at law or in equity, of any kind or nature, whether these claims are known to Employee at this time or unknown, suspected or not suspected, and whether or not concealed or hidden, from the beginning of the world up to and including the date this Release is executed by both parties, and upon, or by reason of any damage, injury, or loss, including but not limited to, actual damages, compensatory damages, punitive damages, attorneys' fees, interest, costs, reinstatement, back pay, front pay, other special damages, general damages, claims for emotional distress, mental anguish and related claims, and/or other equitable relief. Employee agrees to complete any tax reporting forms which the Agency or Department of Financial Services may require.

7. Complete Settlement. This Release is intended as full and complete settlement of the claims raised in the administrative and or legal proceeding identified above and any other claims that could have been raised resulting from Employee's employment or other interaction with the Employer. The terms of this Release are intended as full and complete settlement of Employee's claims against the


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Employer for damages or relief of any type or form.

8. General Release of Claims. The claims, demands, actions, causes of action, or suits at law or in equity encompassed by this Release include, but are not limited to, those arising under the following¹:

The Florida Civil Rights Act, as amended, Florida Statutes Chapter 760;
Title VII of the Civil Rights Act of 1964, as amended;
The Civil Rights Act of 1991;
The Americans With Disabilities Act of 1990, as amended;
The Rehabilitation Act of 1973;
The Age Discrimination in Employment Act of 1967, as amended;
The Occupational Safety and Health Act;
The Older Workers Benefits Protection Act;
The Fair Labor Standards Act;
42 U.S.C. §§ 1981 through 1988, as amended;
The Family Medical Leave Act of 1993;
The Employment Retirement Income Security Act of 1974, as amended (except such rights as may be vested under any retirement plan sponsored by the Defendants);
The Immigration Reform and Control Act;
Consolidated Omnibus Budget Reconciliation Act of 1986;
Florida's Public Employees Relations Act;
Florida's Workers' Compensation laws, Chapter 440 Fla. Stat.;
Florida's Workers' Compensation Retaliation, § 440.205;
Florida Wage Discrimination Law - §448.07;
Florida Whistle-blower's Act - §§ 112.3187 - 112.31895;
Florida Equal Pay Law - §725.07
And any and all federal constitutional or statutory or common law actions, any and all state constitutional, statutory, or common law actions, and any and all local ordinances and regulations.

9. No Further Action. In consideration of the terms set forth above, Employee hereby also agrees, on the Employee's own behalf as well as any heirs, executors,

¹ Inclusion of these various potential causes of action does not concede that they are all applicable to Employer. References to statute chapters or sections are illustrative, and intended to include the laws described even if renumbered or amended as of the date of this Release.


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administrators and assigns, to waive, release, forever discharge and voluntarily covenant not to sue the Employer regarding any actions or omissions that occurred prior to execution of this Release. Employee hereby affirms that the Employee has not transferred or assigned to any person or entity any rights, claims, or causes of action which the Employee has or might have had against the Employer. Employee also affirms that the Employee has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against Employer in any forum or form, other than those specifically enumerated by case number and/or Charge number herein. Employee expressly agrees that acceptance of the consideration stated in this Release shall be a complete bar to, and release from, any and all claims that could otherwise be brought in the future by Employee relating to employment with Employer based upon events prior to the execution of this Release. Employee further agrees that Employee is waiving the right to recover any monetary award should either the Employee, the Equal Opportunity Employment Commission, the Florida Commission on Human Relations, or any other agency or representative files a suit, charge, claim or action on the Employee's behalf against Employer with respect to Employee's employment with Employer. Employee further affirms that all employment matters that Employee reasonably believes were or could have been a violation of any federal, state or local law, rule, regulation or constitution have been brought to Employer's attention and are satisfactorily resolved. Employee further agrees that


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there is no reason to bring any suit, charge, complaint or similar action against Employer relating to any employment matters and that Employee will not do so in the future regarding any matters that existed prior to the execution of this Release. Employee hereby agrees that if Employee does file any such suit, charge, complaint or similar action relating to matters that existed prior to the execution of this Release, that Employer may submit a copy of this Release to the appropriate court, agency, or other body and that this Release shall act as a voluntary dismissal with prejudice by Employee of any such suit, charge, complaint or similar action.

10. Waiver of Attorneys' Fees and Costs. Any compensation described herein includes the parties' agreement, if any, with regard to attorneys' fees. Employee and Employer waive any claim or entitlement to attorneys' fees or costs other than as set forth herein and agree that neither party nor anyone acting on their behalf will petition any court of competent jurisdiction for an award of attorneys' fees or costs relating to any of the actions or potential actions described in this Release.
11. Employee Affirmations. Employee affirms that the Employee has reported all hours worked during employment with Employer, as of the date of this release, and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, incentives, and/or benefits to which the Employee may be entitled, and that no other leave (paid or unpaid), compensation, wages, bonuses,



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incentives, and/or benefits are due, except as provided for in this Release. Employee further affirms that the Employee has no known workplace injuries or occupational diseases. Employee also confirms that the Employee has been provided leave, and has not been denied leave, under the Family and Medical Leave Act.

12. No Effect on Public Records Law. Employee understands that nothing in this Release is intended to affect or does affect the Employer's obligations under Florida's Public Records laws, and that this Release and all other records regarding Employee may be subject to view by the public.
13. Warranty. Employee warrants there are no pending lawsuits, Complaints, or Charges filed by Employee relating to Employer, and Employee's undersigned counsel warrants that there are no pending lawsuits, Complaints, or Charges filed by Employee relating to Employer known to her undersigned counsel, and that case number 2019-CA-001084 will be dismissed, with prejudice. The parties agree that transmission of consideration by Employer will not take place until after the case or other matter referenced in the first paragraph of this Release is dismissed, with prejudice.
14. Transmission of Consideration. Employer agrees to use best efforts to transmit the check(s) in the amounts and payees as described above, within 30 working days after the Release is fully executed and received by Employer, and Employee has provided all forms and information required by the Department of Financial


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Services to process the payments.

15. No Admission of Liability. This Release is freely entered into by all parties for the purpose of achieving final resolution of the disputes between them, but it in no way constitutes any admission, stipulation, or resolution of any issues of law or fact by any of the parties to this Release.

16. Resignation: Neutral Employment Reference and No Re-Application With Employer. The Agency agrees to accept a letter of resignation from Employee dated one month prior to his actual separation date for placement in his official personnel file. Agency will also change Employee's separation information in the Peoples First system to state "voluntary resignation" with no reference to termination. Agency will not place any termination-related papers in the Employee's official personnel file, and any separation documents contained therein will be sealed in a manila envelope marked "VOID." Notwithstanding, the Agency is still obligated to comply with lawful public records requests, as set forth in paragraph 12. Upon a request for reference directed to the Agency's Bureau Chief, Bureau of Human Resources (currently held by Bradley Perry), the Agency will provide a neutral job reference providing, as requested, Employee's name, dates of employment, positions held and rates of pay. Employee acknowledges that because of circumstances unique to the Employee, including, but not limited to irreconcilable differences with the Agency, Employee shall not apply for employment or otherwise seek employment in the future with the


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Agency. If Employee does reapply, Employee agrees that this Release shall constitute a legitimate, non-retaliatory, non-discriminatory, basis for the Agency to choose to not interview or hire Employee.

17. Entire Agreement; Modification. The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. This Release is made without reliance upon any statement or representation of any party hereby released except those contained in this Release. This Release may not be modified except by a writing signed by all the parties to this Release. Any oral or written promises or assurances not contained in this Release are waived, abandoned, withdrawn and without legal effect.
18. Governing Law and Interpretation. The language of all parts of this Release shall be construed as a whole and according to its fair meaning and not strictly for or against either party and it is expressly understood and agreed that this Release shall be governed by and shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions, and that any rule requiring construction of a document against its drafter shall not be applied in this case.
19. Remedies for Breach. The parties agree that if either Employee or Employer breaches this Release, that the only remedy therefor will be an action for breach


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of contract and that the proper venue for such action will be Leon County, Florida.

20. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, and cannot be modified to be enforceable, excluding the general release language in section 1, such provision shall immediately become null and void, leaving the remainder of this Release in full force and effect.
21. Amendment. This Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release.
22. Tax Consequences. Nothing contained herein shall be construed or relied upon as any advice or opinion by or on behalf of Employer regarding the tax treatment of the settlement payment made hereunder. Employee and his/her attorneys also acknowledge that neither the Employer nor any persons assisting Employer in any manner with negotiation or resolution of this matter have advised Employee of the tax consequences, if any, resulting from monies paid under this Release.
23. Employee Has Read and Understood Release. Employee acknowledges that she/he has read and understands the purpose, tenure and effect of this Release, and she/he specifically acknowledges that she/he has been advised by the Defendants to consult with an attorney, and has had the opportunity to consult with her/his attorney before signing this Release. Employee further



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acknowledges that this Release fully, completely, accurately, and truly sets forth the agreement between the parties. Therefore, Employee agrees that signing this Release is done knowingly, freely, voluntarily and without the execution of duress.

HAVING ELECTED TO SIGN THIS RELEASE, TO FULFIL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN CONSIDERATION, EMPLOYEE ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST EMPLOYER.

Signed:

Attorney for the Plaintiff,
Florida Bar Number



Plaintiff,
Date: 4-7-2020

Date: _____

Attorney for Defendant
Florida Bar Number

Agency Representative
Department of _____

Date: _____

Date: _____

STATE OF Florida
COUNTY OF Leon

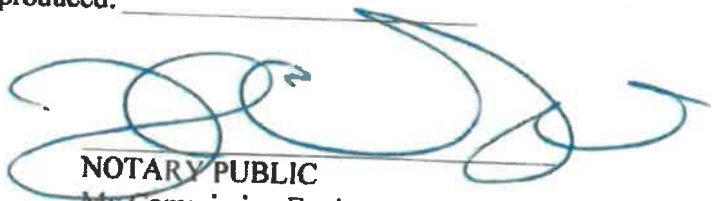
The foregoing instrument was acknowledged before me this 7th day of July 2020, by James Earl, as Plaintiff.


Plaintiff's Initials


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Personally known to me or
Produced identification

Type of identification produced: _____



NOTARY PUBLIC

My Commission Expires:

Heather Chapman

(Print, type or stamp commissioned name of Notary Public)

Commission # GG 064442





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acknowledges that this Release fully, completely, accurately, and truly sets forth the agreement between the parties. Therefore, Employee agrees that signing this Release is done knowingly, freely, voluntarily and without the execution of duress.

HAVING ELECTED TO SIGN THIS RELEASE, TO FULFIL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN CONSIDERATION, EMPLOYEE ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST EMPLOYER.

Signed:



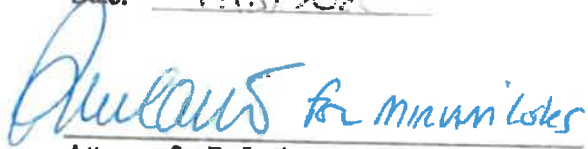
Attorney for the Plaintiff,
Florida Bar Number

Date: 4/13/2020



Plaintiff,

Date: 4-7-2020



Attorney for Defendant
Florida Bar Number

Date: 4/17/2020



Agency Representative
Department of

Business and Professional Regulation
Date: 4/16/2020

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 7th day of 2020
2020, by James Earl as Plaintiff.



Plaintiff's Initials..

Defense Counsel's Initials..