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SETTLEMENT AGREEMENT AND GENERAL RELEASE

ALLEN, NORTON & BLUE, P.A.

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAM H. REYNOLDS (hereinafter "Plaintiff"), and the CITY OF PENSACOLA, (which terms shall collectively include all past and present members of City Council, the Mayor, employees, consultants, contractors, agents, attorneys, insurers and assigns, representatives, and fiduciaries, in both their individual and official capacities) (hereinafter referred to as "Defendant") (hereinafter collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendant in the First Judicial Circuit in and for Escambia County Florida, Case Number 2014-CA-000863 (hereinafter referred to as the "Lawsuit"), and in which Plaintiff alleged claims related to his employment with Defendant;

WHEREAS, Defendant denies Plaintiff's claims in their entirety;

WHEREAS, Defendant in good faith believes that Plaintiff'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;

WHEREAS, the Parties desire to avoid incurring further costs of litigation, and seek to resolve all matters in controversy, disputes, and causes of action between them in an amicable fashion and have reached a full and final compromise and settlement of all matters, causes of action, claims and contentions between them; and,

WHEREAS, Plaintiff acknowledges he is receiving consideration to which he would otherwise not be entitled absent entry into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the parties as follows:

1. **SETTLEMENT AND CONSIDERATION:** Plaintiff agrees that he shall take all necessary actions to immediately execute, serve and file all documents and pleadings necessary to dismiss the Lawsuit with prejudice within five (5) days from receipt of the settlement proceeds set forth in this Paragraph 1.

In full settlement of all claims including attorney's fees and costs, Defendant agrees to return to Plaintiff all of his professional materials as described in Exhibit 1 and to pay Plaintiff and his attorney two checks totaling \$95,571.06 which shall be made payable as follows: (1) one check shall be made to "William H. Reynolds" in the amount of \$81,113.01 less applicable withholdings and

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shall constitute payment for accrued leave and severance pay under the terms of his employment agreement; (2) one check shall be made to "Odom & Barlow, P.A." in the amount of \$14,458.05 and will not be subject to withholdings and shall constitute payment for indemnification and any and all attorneys' fees owed in relation to this matter. A Tax Form W-9 shall issue from Counsel for Plaintiff in conjunction with the execution of this Agreement. Defendant will transmit the settlement check and a fully executed Agreement to Plaintiff's counsel no later than twenty (20) days after the Parties fully execute this Agreement. The settlement proceeds will be mailed to Plaintiff's Counsel via United States postal service certified mail.

The monies paid hereunder include full and final payment for, among other things, any and all attorney's fees and costs incurred by or on behalf of Plaintiff in resolving his alleged claims by any lawyer, law firm, consultant, witness, expert witness or agent who provided services in connection herewith, including but not limited to those incurred by or owing to, Bradley Odom or the law firm of Odom & Barlow, P.A. The Parties agree that it is the responsibility of Plaintiff's counsel to remit and disburse all sums owed to Plaintiff under the terms of this Agreement.

The check for \$14,458.05 will NOT be subject to withholding taxes and will be issued with an IRS 1099 form to Odom & Barlow, P.A. Plaintiff agrees to be liable for any and all taxes whether federal, state or local for all proceeds paid in this Paragraph 2. Plaintiff further agrees that should Defendant be found liable for any taxes for the proceeds paid in Paragraph 2 of this Agreement, Plaintiff will indemnify Defendant for any and all taxes and costs incurring thereof. It is understood that neither party is or shall be construed to be the prevailing party with respect to the Lawsuit with respect to the resolution thereof.

It is expressly understood by Plaintiff and his attorneys that the obligations of Defendant contained in Paragraph 2 of this Agreement shall be in lieu of any and all amounts to which Plaintiff or his attorney are now, or may become, entitled to, based upon any claim whatsoever arising out of his employment with Defendant or otherwise (including special, general or exemplary damages, attorney's fees, interest, expenses, and costs actually incurred).

2. **RE-EMPLOYMENT:** Plaintiff agrees that he is waiving all rights to employment or re-employment as an employee, temporary employee, independent contractor, consultant, or in any other capacity with Defendant. Plaintiff agrees that in the event he seeks such employment, his application will not be considered by operation of this provision of the Agreement. If, notwithstanding the foregoing, Plaintiff somehow becomes employed by Defendant, Defendant may terminate such employment or contractual relationship immediately, without recourse by Plaintiff, in addition to any other remedies Defendant may have.

3. **RELEASE:** The Parties intend to effectuate with this Agreement the complete extinguishment of any and all claims, known or unknown, that Plaintiff and his Heirs may have against Defendant up to and including the date Plaintiff executes this Agreement. Plaintiff hereby unconditionally and irrevocably releases and forever discharges Defendant, including past and present City Council members, the Mayor, the City's current and former employees, consultants, contractors, insurers and assigns, attorneys, representatives, benefit plans, and fiduciaries, (hereinafter "Releasees"), of and from, and agree not to sue and not to assert against them any causes

of action, claims and demands whatsoever, at law, in equity, or before any agency or commission of local, state and federal governments, arising, or alleged to have arisen or which might have been alleged to have arisen, or which may arise under any law including, but not limited to, the Americans with Disabilities Act, the Florida Civil Rights Act of 1992, the Age Discrimination in Employment Act, and other federal, state, or municipal anti-discrimination laws such Title VII of the Civil Rights Act, Chapter 448, Florida Statutes, Section 440.205, Florida Statutes, the Workers Compensation Act, Chapter 440, Florida Statutes, the Fair Labor Standards Act, the Equal Pay Act, the Public Records Act, Chapter 119, Florida Statutes, the Sunshine Law, Section 286.011, Florida Statutes, the Whistle-blower's Act, Section 112.3187, Florida Statutes, 42 U.S.C. §1983, 42 U.S.C. §1988, and the United States and Florida Constitutions, including denial of due process, liberty interest rights, or free speech or association, and any statutes and laws of contract and tort or any claim for any adverse employment actions, negligence, breach of contract, breach of employment agreement, wrongful or constructive discharge violation of any policy, practice or procedure of Defendant, denial of any employment benefit, intentional or negligent infliction of emotional distress, defamation any claim for fringe benefits, vacation pay, bonuses, unpaid wages, retirement and pension benefits, compensatory damages, exemplary damages, punitive damages, damages for pain and suffering or mental anguish, damage to personal reputation, damages related to intentional or negligent infliction of emotional distress, personal injury damages, medical expenses, or damages of any other kind, and attorney's fees and costs that the Plaintiff ever had, now has, or which his heirs, executors, administrators, or assigns, or any of them, hereafter can, shall or may have, based on any set of facts known or unknown, occurring prior to, and including, the date of the execution of this Agreement.

4. **MISCELLANEOUS:**

- a. **Scope of Agreement.** This Agreement shall accrue to the benefit of and be binding upon the Parties hereto, their respective employee(s), successor(s), agent(s), attorney(s), accountant(s), and all other permitted assign(s).
- b. **Acknowledgement of Knowing and Voluntary Waiver:**
 - i. The parties represent and agree that they have thoroughly discussed all aspects of this Agreement with their respective attorneys and have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement.
 - ii. The parties hereto represent and acknowledge that in executing this Agreement, they do not rely and have not relied on any representation or statement made by any of the parties or by any of the parties' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise other than those specifically stated in this written Agreement.
- c. **Enforcement and Venue:** Any breach of any term, provision, or obligation of this Agreement by any party, shall entitle the other to seek enforcement of

such term, provision or obligation in a court of law of competent jurisdiction, and shall entitle the prevailing party to an award of the reasonable attorney's fees and costs incurred in such proceeding. The proper and only venue for any action, based upon any alleged breach of any term, provision or obligation of this Agreement, shall be in the Escambia Circuit Court for the State of Florida.

- d. Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, with the exception of the consideration set forth herein, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
 - e. Multiple Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement and may be consummated by facsimile signatures.
5. The Parties expressly acknowledge that the Lawsuit shall be dismissed with prejudice within five (5) days of receipt of the settlement proceeds set forth in Paragraph 1.

PLAINTIFF ACKNOWLEDGES THAT HE HAS READ THIS RELEASE, THAT HE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, THAT HE HAS BEEN ADVISED BY HIS COUNSEL CONSIDERING ITS CONTENTS, AND THAT HE EXECUTES THE SAME AND MAKES THE SETTLEMENT AND RELEASES PROVIDED FOR HEREIN VOLUNTARILY AND OF HIS OWN FREE WILL.

IN WITNESS WHEREOF, the Parties have executed this Release as of the dates hereinafter appearing.



"PLAINTIFF"
WILLIAM H. REYNOLDS

29 Sept 2015
Date

Sworn to and subscribed before me this 27 day of September, 2015.


Personally Known OR Produced Identification _____

Type of Identification Produced _____

Edna M. Nichols
Signature of Notary Public - State of ~~Florida~~ MN

Print, Type, or Stamp Commissioned Name of Notary Public





"DEFENDANT"
CITY OF PENSACOLA

09/30/2015
Date

Sworn to and subscribed before me this 30 day of September, 2015.

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Priscilla Cheryl Jackson
Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

