

CONFIDENTIAL RELEASE AND SETTLEMENT AGREEMENT

This Confidential Release and Settlement Agreement (the "Agreement") is made and entered into as of the 20th day of January, 2000 by and between Adrian B. Harper (the "Employee") and Nassau Board of County Commissioners (the "Employer").

WITNESSETH:

WHEREAS, the Employee was employed by the Employer; and

WHEREAS, the Employee has a workers' compensation claim against the Employer which is being settled; and

WHEREAS, this Agreement is being entered into simultaneously with the settlement of the workers' compensation claim, with each said agreement being dependent upon the execution of the other.

WHEREAS, the Employer and the Employee have agreed to a confidential settlement of the disputes between them, including without limitation any issues relating directly or indirectly to Employee's employment, the termination of his employment, and any events occurring after his termination to this date; and

WHEREAS, the Employer desires to obtain a release from the Employee regarding existing and potential claims; and

WHEREAS, in order to settle this matter amicably, the Employer and the Employee desire to enter into this Agreement setting forth their agreement as to the disputes between them, and related matters;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, agreements and releases herein set forth and **\$10.00**, together with the settlement proceeds of the Employee's workers' compensation claim, the Employee agrees as follows:

1. Releases. The Employee hereby releases and discharges the Employer, and any affiliated and related governmental entities or agencies and the directors, representatives and employees of any of them, from all claims, actions, demands, rights and causes of action (including any right to demand or receive attorneys' fees) whether known or unknown by the Employee, that the Employee may have arising out of, based on, or relating directly or indirectly to, the Employee's employment with the Employer, and any events occurring during such employment or thereafter until the date of this Agreement. This release and waiver includes, but is not limited to, a release of any claims, actions, demands, rights or causes of action the Employee may have under any federal, state or local laws or regulations currently in effect and/or applicable to Employee, including, but not limited to, Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act,

the National Labor Relations Act, Chapter 760 of the Florida Statutes, The Equal Pay Act, any other statutory or common law claims under state or federal law.

2. **No Future Claims, Charges or Lawsuits.** The Employee agrees that he will not, nor will he cause or permit any other person or entity, to file a charge of discrimination, a complaint, a lawsuit or action asserting any claims that are released under Section 1 hereof. If such charge has been filed, it shall be withdrawn with prejudice by the Employee. If the Employee files such a charge, complaint, or lawsuit, the Employee will tender back to the Employer all payments made to Employee hereunder and the workers' compensation settlement, and in addition, pay all costs incurred by the Employer, any affiliated and related entities or agencies (including but not limited to any entities listed herein), or the directors, representatives, or employees of any of them, including reasonable attorney's fees, costs and expenses in defending against the Employee's claim.

3. **Non-Admission of Liability.** In entering into this Agreement, the Employer and all person or entities released do no admit any liability or violation of any statute, regulation, duty or law.

4. **Confidentiality and Nondisclosure Agreement.** The Employee and the Employer agree that they will not talk about, disclose, either directly or indirectly, or cause or permit the disclosure of, any information whatsoever regarding or relating to the terms of, or matters covered by, this Agreement or the workers' compensation Settlement Agreement, to any person, agency, organization or entity, including, without limitation, present and former representatives, directors, employees or agents of the Employer. The Employee may say, if asked, that he has resolved to his satisfaction any issues relating to the workers' compensation settlement. Employee further agrees not to disparage the Employer or its affiliates or any of its directors, employees or agents. Disparage, as used herein, means any communication of false information or the communication of information with reckless disregard to its truth or falsity. It is agreed that a breach of this paragraph by Employee would be a material breach of this Agreement. In the event it is determined that Employee has breached this paragraph, Employee agrees that he will pay \$5,000.00 as liquidated damages to the Employer.

5. **No Re-Employment.** Employee agrees that he will not apply for or seek re-employment with the Employer or any affiliated or related entities or agencies (included but not limited to any entities or agencies listed herein), and the Employer and any affiliated or related entities or agencies shall not have any obligation, contractual or otherwise, to consider the application of, reinstate, rehire or employ the Employee in any manner in the future.

6. **Withholding.** Employee and the Employer agree that the consideration described herein is compensation for a release of claims for personal injuries under Section 104(a)(2) of the IRS Code and that such payment should not be taxable as income to Employee. Employee agrees to indemnify and hold the Employer, its directors, representatives, and employees, and its affiliated or related entities or agencies (including without limitation any entities or agencies listed herein) harmless from and against any claims, demands, deficiencies, levies, assessments, executions,

controversies, causes of actions, or judgments by and governmental entity against the Employer or such others for any amounts claimed due on account of this Agreement or relating to the taxability of any portion of the consideration described herein, including but not limited to any fees, penalties, interest and other assessments on account of the failure of the Employer to withhold taxes.

7. **Integration.** This Agreement is limited to its express terms and contains the entire understanding of the parties regarding its subject matter and may not be changed except by written instrument signed by both parties. The Employee has not relied on any representation or statement not set forth herein.

8. **Acknowledgment.** EMPLOYEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, COMPREHENDS AND UNDERSTANDS ITS TERMS AND LEGAL EFFECT AND IS VOLUNTARILY ENTERING INTO IT. THE EMPLOYEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED TO READ THE AGREEMENT CAREFULLY AS IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Employer and the Employee hereby execute this Agreement as of the dates indicated below.

WITNESS:

Adrian B. HARPER SR.
Print Name

Adrian B. Harper Sr.
Adrian B. Harper

Dated: 1-20-2000

Nick D. Deonas
Nick D. Deonas

Nick D. Deonas
Its: Chairman

Dated: 3/28/00

Attest:

Approved as to Form:

J. M. Oxley, Jr.
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Michael S. Mullin
Michael S. Mullin
Nassau County Attorney

ERACLIDES, JOHNS, HALL, GELMAN & EIKNER, L.L.P.

Attorneys at Law



Tod B. Eikner *
Hermes Eraclides †
Mark H. Gelman
C. Bradley Hall, Jr. *
Theodore M. Johns

† Also admitted in New Jersey
* Also admitted in Georgia

1200 Riverplace Blvd.
Suite 917
Jacksonville, Florida 32207
Phone: (904) 306-9955
Fax (904) 306-9951

Reply to: Jacksonville

Lorelei R. Berdy
Daniel R. Goodman
Keith M. Halloran
Kristen L. Johannessen
William A. Kempner
Dawn T. Larson
Christopher G. McCue
Nicole A. Ryskamp
Deborah L. Slowik
Jennifer Tipton
Christopher D. White *
D. Edward Williamson, Jr.

August 7, 2000

Lew Eason
Nassau County Board of County Commissioners
3163 Bailey Road
Fernandina Beach, FL 32034

Re: Employee: Adrian B. Harper
Employer: Nassau County Board of County Commissioners
Claim No.: 263-39-4122
D/A: 5/1/1998

Dear Lew:

Enclosed please find the Confidential Release and Settlement Agreement signed by Adrian Harper. Please note that Nassau County signed this release in February of this year. However, that signed copy was not forwarded to the Claimant's attorney. Therefore, Mr. Mullin will have to sign this release again. I apologize for any inconvenience this may have caused.

If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

D. Edward Williamson, Jr.

DEW/kbm

cc: Cathy Nunn, Zenith Insurance Company

RECEIVED AUG 09 2000