

IN THE COUNTY COURT FOR THE
FOURTH JUDICIAL CIRCUIT, IN AND
FOR NASSAU COUNTY, FLORIDA

CASE NO.: 45-2011-CC-000250

MARION LEE PICKETT, JR.,

Plaintiff,

v.

NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE OF PARTIES is made and entered into on the last date of execution below, by and between Plaintiff, Marion Lee Pickett, Jr., ("Plaintiff"), and Nassau County, a political subdivision of the State of Florida, ("Defendant"), collectively the "Parties".

It is hereby agreed and stipulated that the above entitled matter is settled on the following terms and conditions and that this agreement is enforceable:

1. Release and Discharge: Plaintiff has sued Defendant alleging a right to payment for unpaid wages and entitlements, including sums representing cash payment for sick and vacation leave balances arising out of a reduction in force decision by the then County Coordinator on October 1, 2009. Defendant has disputed this claim. The pending dispute subjects the Parties to the continued uncertainty of litigation. Although the Plaintiff's claim is not in any way related to the circumstances of his separation from

employment, the parties wish, by this settlement, to resolve this and any and all possible claims or disputes, asserted or unasserted, liquidated or unliquidated, arising out of the employment relationship of Plaintiff with Defendant, from the beginning of time, through the date of this settlement. The Parties expressly agree that this settlement is not admission by either of any liability or responsibility, but rather, is an opportunity to expeditiously and efficiently resolve a contentious and disputed ongoing matter. The parties agree that the Defendant shall include within Plaintiff's Personnel File with the Defendant the name clearing letter from Mr. Pickett to Mr. Hallman, dated April 3, 2012, consisting of 46 pages, including the 2 exhibits attached thereto.

not provided to Clerk 5/20/12 CA

2. Payment: In consideration of the Release and Discharge set forth above, Defendant hereby agrees to pay Plaintiff the sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00). The settlement funds shall be made payable to Steven M. Fahlgren, P.A. Trust Account. The total sum shall be paid within twenty (20) days from the full execution of this Settlement Agreement and Release by the Last Party to execute this Settlement Agreement and Release.

3. The Parties hereby release each other from any and all claims and potential counterclaims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past, present, or future arising from, directly or indirectly, the employment relationship between Plaintiff and Defendant, from the beginning of time through the date of this settlement, including any court costs and statutory attorney fees. It is the intent of the Parties that this settlement be interpreted broadly, to universally resolve all matters, asserted and unasserted, without limitation.

4. The parties agree to the entry, by the Court, of a judgment containing the terms set forth herein which judgment also dismisses this action with prejudice, and which contains a provision stating that the court shall retain subject matter jurisdiction to enforce the terms of its order and the settlement of the parties.

5. Entire Agreement and Successors In Interest: This Settlement Agreement and Release contains the entire agreement between Marion Lee Pickett, Jr., and Nassau County with regard to the matters set forth herein, and all prior oral or written representations merge and are integrated herein, and shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of each.

6. Representations of Comprehension of Settlement Agreement: In entering this Settlement Agreement and Release, the Parties represent that each has read the agreement and understands the content and effect of this Settlement Agreement and Release. Each Party hereto understands the effect of a general release and fully intends that the Release and Discharge, which is a part of this Settlement Agreement and Release, be specifically included herein. Each Party hereto voluntarily executed this Settlement Agreement and Release and did not do so under promise, duress, threat, or coercion of any kind.

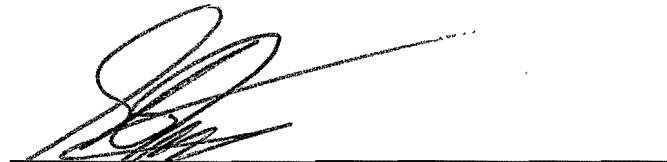
7. Additional Documents: The Parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action, which may be necessary or appropriate, to give full force and effect to the terms and intent of this Settlement Agreement and Release.

8. Effectiveness: This Settlement Agreement and Release shall be effective following the execution by all of the appropriate Parties, and may be executed in multiple copies.

9. Effective Date: This Settlement Agreement and Release shall become effective and binding upon each of the Parties upon the date that it is executed by the last of the Parties to sign this Settlement Agreement and Release.

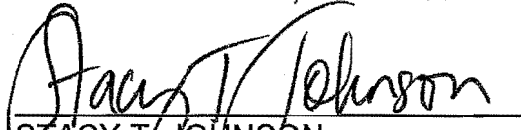

MARION LEE PICKETT, JR.
Plaintiff

Dated: 4/17/12



Steven M. Fahlgren, Esq.
FBN: 0008450
Steven M. Fahlgren, P.A.
552382 U.S. Highway 1 North
Hilliard, FL 32046
Attorney for Plaintiff, Marion Lee Pickett, Jr.
Approved as to Form

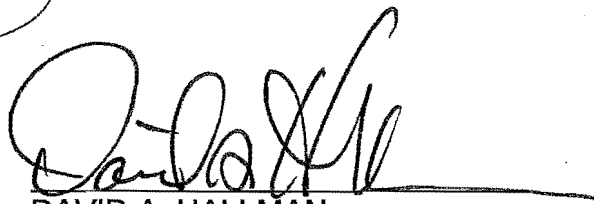
Dated: 4-17-2012

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


STACY T. JOHNSON
Its: Chair

ATTEST AS TO CHAIR'S
SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk
5/1/12


DAVID A. HALLMAN
FBN: 0825794
96135 Nassau Place, Suite 6
Yulee, FL 32097
Attorney for Defendant, Nassau County
Approved as to Form

Dated: April 30, 2012

RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY, FLORIDA

12 MAY 22 AM 9:55
2012 MAY 11 PM 2:41

IN THE COUNTY COURT FOR THE
FOURTH JUDICIAL CIRCUIT, IN AND
FOR NASSAU COUNTY, FLORIDA

CASE NO.: 45-2011-CC-000250

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NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS,

Defendant.

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2012 MAY 18 PM 12:06
COUNTY ATTORNEY

**STIPULATION FOR DISMISSAL
AND JUDGMENT**


Plaintiff, **Marion Lee Pickett, Jr.**, and Defendant, **Nassau County Board of County Commissioners**, (collectively "the Parties") agree and stipulate to dismiss, with prejudice, all claims in this action, with each party bearing its own attorney fees and court costs. The Parties have reached an amicable resolution and have entered into a Settlement Agreement and Release (Exhibit "A") as to all issues.



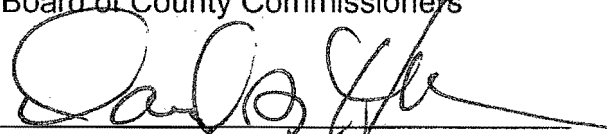
Marion Lee Pickett, Jr.



Stacy T. Johnson, Chair
Board of County Commissioners



Steven M. Fahlgren, Esq.
FBN: 0008450
Steven M. Fahlgren, P.A.
552382 U.S. Highway 1 North
Hilliard, FL 32046
Attorney for Plaintiff
Dated: 5/8/2012



David A. Hallman, Esq.
FBN: 0825794
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097
Attorney for Defendant
Dated: April 30, 2012

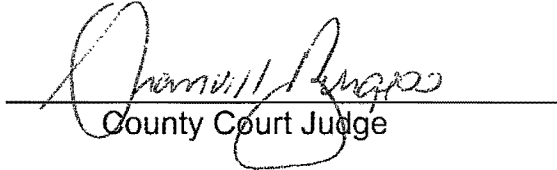
JUDGMENT

THIS CAUSE came before the Court upon the foregoing Stipulation for Dismissal and Judgment by and between the Parties and the Court being fully advised thereof, it is

ORDERED AND ADJUDGED that this matter may be and the same is hereby dismissed with prejudice, and the Clerk of Court is ordered to close the file of record.

FURTHER, this Court shall retain subject matter jurisdiction to enforce the terms of this order and the settlement of the parties.

DONE AND ORDERED, this 17th day of May, 2012, Yulee, Nassau County, Florida.



County Court Judge

Conformed copy to:
David A. Hallman
Steven M. Fahlgren

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NASSAU COUNTY, FLORIDA

12 MAY 22 AM 9:55

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NASSAU COUNTY BOARD OF COUNTY
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Defendant.

NOTICE OF FILING ORIGINAL SETTLEMENT AGREEMENT AND RELEASE

COMES NOW, Defendant, **Nassau County Board of County Commissioners**,
by and through its undersigned attorney, and files with the Clerk of the above-styled
court the original Settlement Agreement and Release in this matter.



DAVID A. HALLMAN, Esquire

Fla. Bar No. 825794

96135 Nassau Place, Suite 6

Yulee, Florida 32097

Phone: (904) 548-4590

Fax: (904) 321-2658

Attorney for Defendant Nassau County
Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to **STEVEN M. FAHLGREN, Esquire**, Steven M. Fahlgren, P.A., 552382 U.S. Highway 1 North, Hilliard, Florida 32046, via U.S. Mail this 15th day of May, 2012.



David A. Hallman, Esquire