

CS-22-065

SETTLEMENT AGREEMENT, WAIVER AND RELEASE

THIS SETTLEMENT AGREEMENT, WAIVER AND RELEASE ("this Agreement") is entered into between Nassau County Board of County Commissioners (hereinafter referred to as "NCBCC") and Justin Stankiewicz, and his heirs, assigns, executors, administrators and attorneys (hereinafter "Stankiewicz").

WHEREAS, Stankiewicz filed a lawsuit against Nassau County Board of County Commissioners., styled *Justin Stankiewicz v. Nassau County Board of County Commissioners.*, which is pending in the Circuit Court, Fourth Judicial Circuit, in and for Nassau County, Florida, Case No. 19-CA-000261 ("the Lawsuit").

WHEREAS, NCBCC and Stankiewicz desire to resolve any and all existing or potential claims Stankiewicz may have against NCBCC and the Released Parties (defined below), including all claims he has raised, or could have raised against the Released Parties, whether known or unknown as of this date.

WHEREAS, legal cases may be long and expensive, as such, to minimize the cost to NCBCC and Stankiewicz, the parties shall proceed with the proposed settlement.

NOW THEREFORE, NCBCC and Stankiewicz have agreed to the mutual obligations set forth below as good and valuable consideration for this Agreement.

Obligations of NCBCC

1. In consideration of Stankiewicz's obligations set forth below, NCBCC agrees to compensate Stankiewicz in the amount of \$226,000 payable as follows:

a. \$30,000 in a check payable to Justin Stankiewicz, less deductions for Stankiewicz's payroll share taxes and tax withholding for which he is responsible, for his alleged economic damages. NCBCC shall pay its share of payroll taxes on this amount. An IRS Form W-2 shall be issued in this amount.

b. \$110,600 in a check payable to Justin Stankiewicz with no deductions, for his alleged non-economic damages. An IRS Form 1099 shall be issued in this amount.

c. \$85,400 in a check payable to Magid & Williams, P.A. for Stankiewicz's costs and attorneys' fees. An IRS Form 1099 shall be issued in this amount.

2. NCBCC will pay the mediator's fee directly to the mediator.

3. NCBCC shall refrain from making defamatory statements, or causing any defamatory statements to be made, regarding Stankiewicz. Nothing in this paragraph is intended to prevent NCBCC from cooperating with a government investigation, or testifying truthfully if compelled to do so by subpoena, court order, or other valid legal process;

4. NCBCC shall place a fully executed copy of this Agreement in the personnel file of Stankiewicz.

Obligations of Stankiewicz

5. In consideration of the foregoing benefits, Stankiewicz

a. Will fully execute and return this Agreement to NCBCC's counsel, Gary Wheeler, Esq., via email at gwheeler@constangy.com. Stankiewicz specifically acknowledges that, with the advice and counsel of his attorney, he has negotiated the terms of this Agreement,

b. Releases NCBCC and all of its current and future board members, directors, administrators, managers, officers, contractors, employees, representatives, volunteers, agents, insurers, and attorneys, individually and collectively (all of the foregoing released parties shall hereinafter collectively be referred to as "the Released Parties"), from, and he waives all claims, rights, damages, costs, attorneys' fees, complaints, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, that Stankiewicz had, has, or could have had against any of the Released Parties from the beginning of his relationship with the Released Parties through the date of his signing this Agreement. Without limiting the generality of the foregoing, Stankiewicz releases all of the Released Parties, individually and collectively, from, and he waives, all claims, rights, complaints, damages, costs, attorneys' fees, and causes of action relating to or arising out of Stankiewicz's employment with, terms and conditions of employment with, and cessation of employment with NCBCC, including without limitation any claims, rights, or causes of action arising under the Health Insurance Portability and Accountability Act ("HIPAA"); Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866, 1871, and 1991; Executive Order Nos. 11246 and 11478; the Employee Retirement Income Security Act of 1974, as amended; the Rehabilitation Act of 1973, as amended; the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the False Claims Act, 31 U.S.C. § 3730(h); the National Labor Relations Act of 1935, as amended; the Fair Labor Standards Act of 1938, as amended; the Occupational Safety and Health Act of 1970, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, *et seq.*; the Florida privacy laws; the Florida Civil Rights Act of 1992, as amended; Florida's False Claims Act, Fla. Stat. § 68.081; Fla. Stat. §§ 112.3187 *et seq.*, 440.205 and 448.101 *et seq.*; and any other federal, state or local law, rule, or regulation, or local ordinance, including any suit in tort (including negligence), or contract (whether oral, written or implied), and any other common law or equitable basis of action.

c. Will file a dismissal with prejudice of the Lawsuit within seven (7) days of receipt of the settlement funds referenced in Paragraph 1.a-c. and represents that he has not filed any other charges or complaints against the Released Parties with any government or administrative agency. If he has, he will immediately withdraw in writing all charges or complaints he has pending against any of the Released Parties with any government or administrative agency, and he represents that he does not intend to file any other charges with any federal, state or local government or administrative agency or court against any of the Released Parties, and he acknowledges that NCBCC has relied upon this representation in agreeing to its obligations set forth in Paragraph 1 of this Agreement. If for any reason Stankiewicz's request to withdraw or dismiss any complaint or charge does not result in the complete dismissal of the complaint or

charge, Stankiewicz shall make all efforts necessary, and cooperate with counsel for NCBC in its efforts, to obtain a dismissal of the complaint or charge. Furthermore, with regard to any complaint or charge filed by Stankiewicz, or on Stankiewicz's behalf against the Released Parties, or as the result of any complaints or information provided by Stankiewicz to any government or administrative agency regarding any of the Released Parties, Stankiewicz specifically waives any right he has, or may have had to any monetary recovery as a result of his complaints, charge or provision of information,

d. Acknowledges that as the result of the payments being made under Paragraph I of this Agreement, and through previous compensation paid to Stankiewicz, NCBC has paid all compensation and satisfied all debts owed to Stankiewicz, including all back wages that were, or may have been owed, or which Stankiewicz claims were owed. Nothing in this provision or Agreement in general affects, or is intended to affect, any other benefits in which Stankiewicz has already vested as of his separation from employment with NCBC. Stankiewicz shall continue to have all rights and claims to such benefits per the terms of any applicable summary plan description.

e. Acknowledges that he has reported all injuries, if any, which occurred during the course and scope of his duties while employed with NCBC,

f. Further acknowledges and agrees that (i) he has not asserted a claim for sexual harassment or sexual abuse against NCBC or any Released Party, (ii) has no claim for sexual harassment or sexual abuse against NCBC or any Released Party, and (iii) this Agreement and any payment required by this Agreement are not predicated upon or related to sexual harassment or sexual abuse, including as the phrase "sexual harassment or sexual abuse" is used in section 162(q) of the Internal Revenue Code, 26 U.S.C. s. 162(q).

g. Agrees to not knowingly seek, apply for, or accept employment with NCBC,

h. Shall refrain from making any defamatory statements, or causing any defamatory statements to be made, regarding the NCBC. Nothing in this paragraph is intended to prevent Stankiewicz from cooperating with a government investigation, or testifying truthfully if compelled to do so by subpoena, court order, or other valid legal process;

i. With regard to the payments referenced in Paragraph I of this Agreement, Stankiewicz agrees that Stankiewicz and his attorneys are solely responsible for his portion of payroll taxes and all other tax payments and filings with regard to these payments. Stankiewicz further agrees to indemnify and hold NCBC and the Released Parties harmless for his tax liability resulting from this payment, or any IRS reclassification of the payments. Further, should the IRS reallocate or reclassify this payment, Stankiewicz agrees that such reallocation or reclassification shall have no effect on the validity of this Agreement; and

j. Agrees that if administrative or judicial approval is required to obtain enforcement of this Agreement or any provision herein, Stankiewicz will cooperate with NCBC to obtain such approval.

6 A breach by Stankiewicz or NCBCB of the promises under this Agreement shall be a material breach of this Agreement, for which Stankiewicz and NCBCB may suffer damages and may seek legal damages or equitable relief, including, but not limited to attorneys' fees and costs, injunctive relief, and other appropriate relief

7 Neither this Agreement, nor anything contained in it, is to be construed as an admission by the Released Parties or Stankiewicz of any liability or unlawful conduct whatsoever

8 Stankiewicz acknowledges the following

a He has the capacity to understand, and in fact does understand all of the provisions of this Agreement.

b He is entering into this waiver and release knowingly and voluntarily, and without any coercion whatsoever.

c This waiver and release does not apply to any rights or claims that may arise after the date he signs this Agreement

d The consideration given for this Agreement is in addition to anything of value to which he was already entitled.

e He has been advised by this Agreement that he should consult with an attorney prior to executing this Agreement, and he has consulted with his attorneys about all terms of this Agreement.

9. Except as stated above, each party shall bear their own attorneys' fees and costs

This Agreement contains the entire understanding and agreement between the parties, and cannot be amended, modified, or supplemented except by a written agreement entered into by the parties to this Agreement. This Agreement supersedes and renders null and void any previous contracts, whether written or oral, between Stankiewicz and NCBCB or any of the Released Parties. Stankiewicz represents and warrants that in executing this Agreement that he does not rely, and has not relied, upon any representation or statement made by NCBCB or any other of the Released Parties which is not set forth in this Agreement. Stankiewicz represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim to bind them to the terms and conditions of this Agreement. Stankiewicz acknowledges and agrees that this Agreement binds his and his heirs, assigns, executors, and other representatives of any kind. Stankiewicz represents and warrants that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein. The laws of the State of Florida shall govern this Agreement, and venue for any suit alleging breach of this Agreement or to enforce this Agreement, in whole or part, shall be solely in Nassau County, Florida. If any provision of this Agreement is invalidated by a court of competent jurisdiction, then all the remaining provisions of this Agreement shall continue unabated and in full force and effect. Either party to this Agreement shall be entitled to an award of costs and attorneys' fees expended in any action in which the party prevails for breach of, and to enforce the terms of, this Agreement (including seeking rescission), or where the party successfully defends a claim, lawsuit or other

type of action which has been waived herein unless otherwise prohibited by applicable law. This Agreement shall not be admissible as evidence for any reason in any proceeding except one in which a party to this Agreement seeks to enforce this Agreement or allege this Agreement have been breached

IN WITNESS WHEREOF, and intending to be legally bound hereby, Stankiewicz and NCBCC hereby execute this Agreement consisting of five (5) pages, including signature page and seven (7) enumerated paragraphs by signing below voluntarily and with full knowledge of the significance of all of its provisions

Executed in Nassau County, Florida, this 4th day of November, 2022

By Justin Stankiewicz
Shanna Lane
Witness
Shannon Lane
Printed Name of Witness

Executed in Nassau County, Florida, this 9th day of November, 2022

Nassau County Board of County Commissioners.
By Jeff Ay
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

John A Crawford
JOHN A CRAWFORD
Its Ex-Officio Clerk