

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO,  
DANIEL CLIFFORD, JR., CLIFFORD GRIER,  
KIMBERLA CRONMILLER, DENNIS  
CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS,  
MARION COUNTY, FLORIDA,

Defendant.

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between ERNEST RIDDLING, JR. (hereafter "RIDDLING") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, RIDDLING initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied RIDDLING's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, RIDDLING and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid on RIDDLING's behalf the sum total of SIXTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-SEVEN and 60/100 Dollars (\$65,837.60), as follows:

A. NINETEEN THOUSAND NINE HUNDRED FORTY-FOUR and 65/100 Dollars (\$19,944.65) as wages, less applicable taxes and withholdings. RIDDLING shall be issued a W-2 in connection with this payment.

B. NINETEEN THOUSAND NINE HUNDRED FORTY-FOUR and 65/100 Dollars (\$19,944.65) as liquidated damages. RIDDLING shall be issued an IRS Form 1099 in connection with this payment.

C. TWENTY-FIVE THOUSAND NINE HUNDRED FORTY-EIGHT and 30/100 Dollars (\$25,948.30) paid to RIDDLING's counsel, Florin, Gray, Bouzas, LLC, as payment for RIDDLING'S attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to RIDDLING and Florin, Gray, Bouzas, LLC in connection with this payment.

D. RIDDLING and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and RIDDLING shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to RIDDLING, as discussed in paragraphs 1A-C.

E. RIDDLING agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. RIDDLING agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and RIDDLING have reviewed all information and records pertinent to the hours worked by RIDDLING during the time period relevant to this lawsuit. RIDDLING agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by RIDDLING's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to RIDDLING and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, RIDDLING releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of RIDDLING's employment with the COUNTY.

5. RIDDLING hereby releases and discharges the COUNTY and any other person or entity that was RIDDLING's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for RIDDLING's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from RIDDLING's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

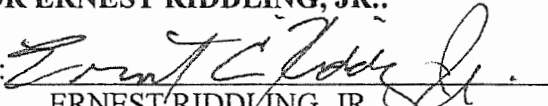
10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between RIDDLING and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR ERNEST RIDDLING, JR.:

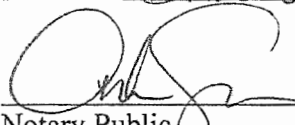
By:   
ERNEST RIDDLING, JR.

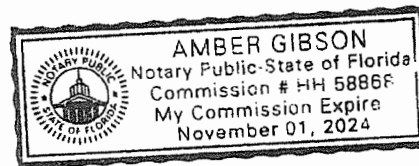
Dated: 04/08/2021

STATE OF Florida

COUNTY OF Putnam

The foregoing instrument was executed before me this 8<sup>th</sup> day of April, 2021, by ERNEST RIDDLING, JR., who is personally known to me [or has produced Driver License as identification] and who took an oath.

  
Notary Public  
Seal:

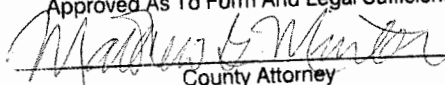


FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
JEFF GOLD

Its: CHAIRMAN

Dated: \_\_\_\_\_

For Use And Reliance Of MARION COUNTY ONLY,  
Approved As To Form And Legal Sufficiency  
  
County Attorney

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO,  
DANIEL CLIFFORD, JR., CLIFFORD GRIER,  
KIMBERLA CRONMILLER, DENNIS  
CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS,  
MARION COUNTY, FLORIDA,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between ANGELA TUTINO (hereafter "TUTINO") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, TUTINO initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied TUTINO's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, TUTINO and the COUNTY agree as follows:

EXHIBIT B

1. The COUNTY shall cause to be paid to TUTINO the sum of EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT and 88/100 Dollars (\$85,588.88) as follows:

(A) TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY-EIGHT and 04/100 Dollars (\$25,928.04) as wages, less applicable taxes and withholdings. TUTINO shall be issued a W-2 in connection with this payment;

(B) TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY-EIGHT and 04/100 Dollars (\$25,928.04) as liquidated damages. TUTINO shall be issued an IRS Form 1099 in connection with this payment;

(C) THIRTY-THREE THOUSAND SEVEN HUNDRED THIRTY-TWO and 80/100 Dollars (\$33,732.80) paid to TUTINO's counsel, Florin, Gray, Owens, LLC as payment for TUTINO'S attorney's fees and costs, which were separately negotiated.. An IRS Form 1099 will be issued to TUTINO and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) TUTINO and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and TUTINO shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to TUTINO, as discussed in paragraphs 1A-C.

(E) TUTINO agrees that her claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of her underlying claims and therefore she shall take nothing with respect to these claims. TUTINO agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and TUTINO have reviewed all information and records pertinent to the hours worked by TUTINO during the time period relevant to this lawsuit. TUTINO agrees that, in the aftermath of her Responses to Court's Interrogatories in this matter, and upon further full review of the matter with her undersigned counsel, she has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by TUTINO's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not

approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to TUTINO and her counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, TUTINO releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of TUTINO's employment with the COUNTY.

5. TUTINO hereby releases and discharges the COUNTY and any other person or entity that was TUTINO's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for TUTINO's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from TUTINO's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement.

and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between TUTINO and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR ANGELA TUTINO:

By: 

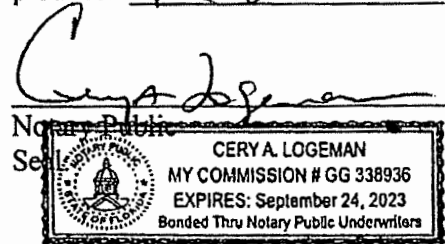
ANGELA TUTINO

Dated: 4/09/21

STATE OF Florida

COUNTY OF Levy

The foregoing instrument was executed before me this 9 day of April 2021, by ANGELA TUTINO, who is personally known to me [or has produced FL DL as identification] and who took an oath.



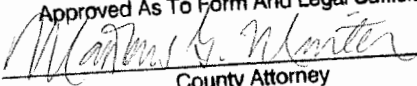
FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_

JEFF GOLD

Its: CHAIRMAN

Dated: \_\_\_\_\_

For Use And Reliance Of MARION COUNTY ONLY,  
Approved As To Form And Legal Sufficiency  
  
County Attorney



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO,  
DANIEL CLIFFORD, JR., CLIFFORD GRIER,  
KIMBERLA CRONMILLER, DENNIS  
CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS,  
MARION COUNTY, FLORIDA,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between DANIEL CLIFFORD, JR. (hereafter "CLIFFORD") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, CLIFFORD initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied CLIFFORD's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation:

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, CLIFFORD and the COUNTY agree as follows:

EXHIBIT C

1. The COUNTY shall cause to be paid to CLIFFORD the sum of TWENTY-FOUR THOUSAND THREE HUNDRED FIFTY-NINE and 91/100 Dollars (\$24,359.91) as follows:

(A) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 Dollars (\$7,379.52) as wages, less applicable taxes and withholdings. CLIFFORD shall be issued a W-2 in connection with this payment.

(B) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 Dollars (\$7,379.52) as liquidated damages. CLIFFORD shall be issued an IRS Form 1099 in connection with this payment.

(C) NINE THOUSAND SIX HUNDRED and 87/100 Dollars (\$9,600.87) paid to CLIFFORD's counsel, Florin, Gray, Bouzas, LLC. as payment for CLIFFORD's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to CLIFFORD and Florin, Gray, Bouzas, LLC in connection with this payment.

(D) CLIFFORD and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and CLIFFORD shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to CLIFFORD, as discussed in paragraphs 1A-C.

(E) CLIFFORD agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. CLIFFORD agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and CLIFFORD have reviewed all information and records pertinent to the hours worked by CLIFFORD during the time period relevant to this lawsuit. CLIFFORD agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by CLIFFORD's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments

referenced in paragraph 1 above to CLIFFORD and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, CLIFFORD releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of CLIFFORD's employment with the COUNTY.

5. CLIFFORD hereby releases and discharges the COUNTY and any other person or entity that was CLIFFORD's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for CLIFFORD's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from CLIFFORD's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement.

and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between CLIFFORD and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR DANIEL CLIFFORD, JR.:

By: [Signature]  
DANIEL CLIFFORD, JR.

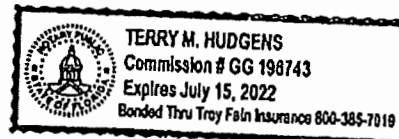
Dated: 04-09-2021

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was executed before me this 9<sup>th</sup> day of April, 2021, by DANIEL CLIFFORD, JR. who is personally known to me [or has produced \_\_\_\_\_ as identification] and who took an oath.

Terry M. Hudgens  
Notary Public  
Seal:



FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_

JEFF GOLD

Its: CHAIRMAN

Dated: \_\_\_\_\_

For Use And Reliance Of MARION COUNTY ONLY,  
Approved As To Form And Legal Sufficiency

[Signature]  
County Attorney

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO,  
DANIEL CLIFFORD, JR., CLIFFORD GRIER,  
KIMBERLA CRONMILLER, DENNIS  
CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS,  
MARION COUNTY, FLORIDA,

Defendant.

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between CLIFFORD GRIER (hereafter "GRIER") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, GRIER initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied GRIER's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, GRIER and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid to GRIER the sum of NINETY-THREE THOUSAND FOUR HUNDRED EIGHTY-NINE and 39/100 Dollars (\$93,489.39) as follows:

(A) TWENTY-EIGHT THOUSAND THREE HUNDRED TWENTY-ONE and 40/100 Dollars (\$28,321.40) as wages, less applicable taxes and withholdings. GRIER shall be issued a W-2 in connection with this payment.

(B) TWENTY-EIGHT THOUSAND THREE HUNDRED TWENTY-ONE and 40/100 Dollars (\$28,321.40) as liquidated damages. GRIER shall be issued an IRS Form 1099 in connection with this payment.

(C) THIRTY-SIX THOUSAND EIGHT HUNDRED FORTY-SIX and 59/100 Dollars (\$36,846.59) paid to GRIER's counsel, Florin, Gray, Bouzas, LLC, as payment for GRIER's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to GRIER and Florin, Gray, Bouzas, LLC in connection with this payment.

(D) GRIER and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and GRIER shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to GRIER, as discussed in paragraphs 1A-C.

(E) GRIER agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. GRIER agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and GRIER have reviewed all information and records pertinent to the hours worked by GRIER during the time period relevant to this lawsuit. GRIER agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by GRIER's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to GRIER and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, GRIER releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of GRIER's employment with the COUNTY.

5. GRIER hereby releases and discharges the COUNTY and any other person or entity that was GRIER's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for GRIER's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from GRIER's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between GRIER and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR CLIFFORD GRIER:

By: [Signature]  
CLIFFORD GRIER

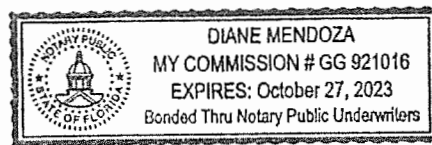
Dated: 08 April 2021

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was executed before me this 8th day of April, 2021, by CLIFFORD GRIER, who is personally known to me [or has produced FL ID as identification] and who took an oath.

[Signature]  
Notary Public  
Seal:



FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
JEFF GOLD

Its: \_\_\_\_\_  
CHAIRMAN

Dated: \_\_\_\_\_



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO,  
DANIEL CLIFFORD, JR., CLIFFORD GRIER,  
KIMBERLA CRONMILLER, DENNIS  
CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS,  
MARION COUNTY, FLORIDA,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between KIMBERLA CRONMILLER (hereafter "K. CRONMILLER") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, K. CRONMILLER initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied K. CRONMILLER's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, K. CRONMILLER and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid to K. CRONMILLER the sum of TWENTY-FOUR THOUSAND THREE HUNDRED FIFTY-NINE and 91/100 Dollars (\$24,359.91) as follows:

(A) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 Dollars (\$7,379.52) as wages, less applicable taxes and withholdings. K. CRONMILLER shall be issued a W-2 in connection with this payment;

(B) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 (\$7,379.52) as liquidated damages. K. CRONMILLER shall be issued an IRS Form 1099 in connection with this payment;

(C) NINE THOUSAND SIX HUNDRED and 87/100 Dollars (\$9,600.87) paid to K. CRONMILLER's counsel, Florin, Gray, Owens, LLC as payment for K. CRONMILLER's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to K. CRONMILLER and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) K. CRONMILLER and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and K. CRONMILLER shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to K. CRONMILLER, as discussed in paragraphs 1A-C.

(E) K. CRONMILLER agrees that her claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of her underlying claims and therefore she shall take nothing with respect to these claims. K. CRONMILLER agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and K. CRONMILLER have reviewed all information and records pertinent to the hours worked by K. CRONMILLER during the time period relevant to this lawsuit. K. CRONMILLER agrees that, in the aftermath of her Responses to Court's Interrogatories in this matter, and upon further full review of the matter with her undersigned counsel, she has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by K. CRONMILLER's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other

necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to K. CRONMILLER and her counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, K. CRONMILLER releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of K. CRONMILLER's employment with the COUNTY.

5. K. CRONMILLER hereby releases and discharges the COUNTY and any other person or entity that was K. CRONMILLER's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for K. CRONMILLER's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from K. CRONMILLER's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be

admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between K. CRONMILLER and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR KIMBERLA CRONMILLER:

By: Kimberla Cronmiller  
KIMBERLA CRONMILLER

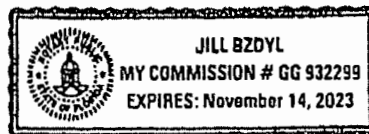
Dated: 9/9/21

STATE OF FL

COUNTY OF Marion

The foregoing instrument was executed before me this 9<sup>th</sup> day of April, 2021, by KIMBERLA CRONMILLER, who is personally known to me [or has produced FL ID as identification] and who took an oath.

Jill Bzdyk  
Notary Public  
Seal:



FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_

JEFF GOLD

Its: \_\_\_\_\_  
CHAIRMAN

Dated: \_\_\_\_\_

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO,  
DANIEL CLIFFORD, JR., CLIFFORD GRIER,  
KIMBERLA CRONMILLER, DENNIS  
CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS,  
MARION COUNTY, FLORIDA,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between the estate of DENNIS CRONMILLER (hereafter "D. CRONMILLER") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, D. CRONMILLER initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied D. CRONMILLER's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the estate of D. CRONMILLER and the COUNTY agree as follows:

EXHIBIT F

1. The COUNTY shall cause to be paid to the estate of D. CRONMILLER the sum of FORTY-NINE THOUSAND SEVEN HUNDRED SEVEN and 39/100 Dollars (\$49,707.39) as follows.

(A) FIFTEEN THOUSAND FIFTY-EIGHT and 21/100 Dollars (\$15,058.21) as wages, less applicable taxes and withholdings. The estate of D. CRONMILLER shall be issued a W-2 in connection with this payment;

(B) FIFTEEN THOUSAND FIFTY-EIGHT and 21/100 Dollars (\$15,058.21) as liquidated damages. The estate of D. CRONMILLER shall be issued an IRS Form 1099 in connection with this payment;

(C) NINETEEN THOUSAND FIVE HUNDRED NINETY and 97/100 Dollars (\$19,590.97) paid to D. CRONMILLER's counsel, Florin, Gray, Owens, LLC as payment for D. CRONMILLER's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to the estate of D. CRONMILLER and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) The estate of D. CRONMILLER and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and the estate of D. CRONMILLER shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to D. CRONMILLER, as discussed in paragraphs 1A-C.

(E) The estate of D. CRONMILLER agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. The estate of D. CRONMILLER agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and the estate of D. CRONMILLER have reviewed all information and records pertinent to the hours worked by D. CRONMILLER during the time period relevant to this lawsuit. The estate of D. CRONMILLER agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A - C above. Upon receipt of the Settlement Funds by D. CRONMILLER's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other

necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to the estate of D. CRONMILLER and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, the estate of D. CRONMILLER releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of D. CRONMILLER's employment with the COUNTY.

5. The estate of D. CRONMILLER hereby releases and discharges the COUNTY and any other person or entity that was D. CRONMILLER's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for D. CRONMILLER's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from D. CRONMILLER's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed

Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between the estate of D. CRONMILLER and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR THE ESTATE OF DENNIS CRONMILLER:

By: Kimberla Jane Cronmiller

Its: Personal Representative of Dennis Cronmiller Estate

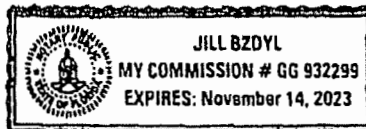
Dated: 4/9/21

STATE OF FL

COUNTY OF Marion

The foregoing instrument was executed before me this 9<sup>th</sup> day of April, 2021, by Kimberla Jane Cronmiller, who is personally known to me [or has produced FL DL as identification] and who took an oath.

Jill Bzdyk  
Notary Public  
Seal:



FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
JEFF GOLD

Its: CHAIRMAN

DATED: \_\_\_\_\_



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO,  
DANIEL CLIFFORD, JR., CLIFFORD GRIER,  
KIMBERLA CRONMILLER, DENNIS  
CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS,  
MARION COUNTY, FLORIDA,

Defendant.

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between DANIEL KAUFFMAN (hereafter "KAUFFMAN") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, KAUFFMAN initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied KAUFFMAN's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, KAUFFMAN and the COUNTY agree as follows:

EXHIBIT G

1. The COUNTY shall cause to be paid to KAUFFMAN the sum of ONE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY-SIX and 92/100 Dollars (\$106,656.92) as follows:

(A) THIRTY-TWO THOUSAND THREE HUNDRED TEN and 33/100 Dollars (\$32,310.33) as wages, less applicable taxes and withholdings. KAUFFMAN shall be issued a W-2 in connection with this payment;

(B) THIRTY-TWO THOUSAND THREE HUNDRED TEN and 33/100 Dollars (\$32,310.33) as liquidated damages. KAUFFMAN shall be issued an IRS Form 1099 in connection with this payment;

(C) FORTY-TWO THOUSAND THIRTY-SIX and 26/100 Dollars (\$42,036.26) paid to KAUFFMAN's counsel, Florin, Gray, Owens, LLC as payment for KAUFFMAN's RIDDLING's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to KAUFFMAN and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) KAUFFMAN and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and KAUFFMAN shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to KAUFFMAN, as discussed in paragraphs 1A-C.

(E) KAUFFMAN agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. KAUFFMAN agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and KAUFFMAN have reviewed all information and records pertinent to the hours worked by KAUFFMAN during the time period relevant to this lawsuit. KAUFFMAN agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by KAUFFMAN's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not

approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to KAUFFMAN and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, KAUFFMAN releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of KAUFFMAN's employment with the COUNTY.

5. KAUFFMAN hereby releases and discharges the COUNTY and any other person or entity that was KAUFFMAN's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for KAUFFMAN's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from KAUFFMAN's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement.

and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between KAUFFMAN and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR DANIEL KAUFFMAN:

By: *Daniel Kauffman*  
DANIEL KAUFFMAN

Dated: 4/9/2021

STATE OF Georgia

COUNTY OF Gilmer

The foregoing instrument was executed before me this 9<sup>th</sup> day of April, 2021, by DANIEL KAUFFMAN who is personally known to me [or has produced Georgia license as identification] and who took an oath.

*Diane Thomas*  
Notary Public  
Seal:



FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
JEFF GOLD

Its: CHAIRMAN

Dated: \_\_\_\_\_

For Use And Reliance Of MARION COUNTY ONLY,  
Approved As To Form And Legal Sufficiency

*Marion G. Minter*  
County Attorney