

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

DANIEL D. GARCIA,
JOSEPH L. AMIGLIORE,
SCOTT H. CHAPPELL,
CHRIS COOKSEY,
PAMELA DRIGGERS,
SCOTT GRAGEN,
JUSTIN HARRINGTON,
CHRISTOPHER HAYS,
TODD HIME,
MURREL LIVERMAN,
DAVID C. MILLS,
JOHN M. NOWERY,
THOMAS REEVES,
JOSEPH RINAUDO, II,
MIGUEL RIOSECO,
CHRIS TRUBELHORN,
individually and on behalf of
themselves and all others
similarly situated,

Plaintiffs,

Case No. 5:19-cv-00458-JSM-PRL

v.

MARION COUNTY, FLORIDA,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between DANIEL D. GARCIA, JOSEPH L. AMIGLIORE, SCOTT H. CHAPPELL, CHRIS COOKSEY, PAMELA DRIGGERS, SCOTT GRAGEN, JUSTIN HARRINGTON, CHRISTOPHER HAYS, TODD HIME, MURREL LIVERMAN, DAVID C. MILLS, JOHN M. NOWERY, THOMAS REEVES, JOSEPH RINAUDO II, MIGUEL RIOSECO, CHRIS TRUBELHORN, and PATRICK ASSELIN (collectively, "PLAINTIFFS"), and MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, those PLAINTIFFS listed in the case caption above initiated a lawsuit ("Lawsuit"), on behalf of themselves and those similarly situated, alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA") against the COUNTY; and

WHEREAS, ASSELIN is an opt-in Plaintiff in this matter who also alleges unpaid overtime payments under the FLSA against the COUNTY; and

WHEREAS, the COUNTY has denied PLAINTIFFS' 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, PLAINTIFFS and the COUNTY agree as follows:

I. The COUNTY shall cause to be paid on PLAINTIFFS' behalf the sum total of SEVEN HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$725,000.00) ("Settlement Sum"), inclusive of back pay, liquidated damages, fees, expenses, and costs, as follows.

- A. A total of THREE HUNDRED AND SIXTEEN THOUSAND NINE HUNDRED AND FIFTY AND 10/100 Dollars (\$316,950.10) of the Settlement Sum shall be attributable to PLAINTIFFS as wages. The gross amount of back pay wages attributable to each PLAINTIFF is listed in Attachment A. The COUNTY shall promptly pay the amount of back pay wages identified in Attachment A, minus deductions for applicable lawful taxes and withholdings, to each PLAINTIFF. Payment of the amounts due under Paragraph 1A shall be made by mailing each PLAINTIFF's back pay check (a total of seventeen (17) checks) to McGillivray Steele Elkin LLP, 1101 Vermont Ave., N.W., Suite 1000, Washington, D.C. 20005, for distribution by PLAINTIFFS' counsel to PLAINTIFFS.
- B. The amount remaining of FOUR HUNDRED AND EIGHT THOUSAND AND FORTY-NINE AND 90/100 Dollars (\$408,049.90) shall be paid by the COUNTY in a lump sum by electronic transfer or check to the order of McGillivray Steele Elkin LLP, 1101 Vermont Ave., N.W., Suite 1000, Washington, D.C. 20005. McGillivray Steele Elkin LLP shall deposit said check in a trust account and shall distribute to each PLAINTIFF their share of liquidated damages in accordance with a formula that was agreed to and devised solely by PLAINTIFFS and their counsel. The gross amount of liquidated damages attributable to each PLAINTIFF is also listed in Attachment A.

- C. The COUNTY shall issue an IRS Form W-2 Wage and Tax statement to each PLAINTIFF for the amount of back pay identified in Attachment A. For each PLAINTIFF, McGillivary Steele Elkin LLP shall advise the COUNTY of the amount of liquidated damages distributed to each PLAINTIFF and each PLAINTIFF's proportionate share of statutory attorneys' fees, costs, and expenses paid, and the COUNTY shall issue an IRS Form 1099 MISC to each PLAINTIFF for the amount as advised by McGillivary Steele Elkin LLP. The COUNTY shall also issue an IRS Form 1099 MISC to McGillivary Steele Elkin LLP for the settlement fees.
- D. PLAINTIFFS and McGillivary Steele Elkin LLP shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-B, except to the extent taxes are withheld from back pay by the COUNTY.

2. The COUNTY and PLAINTIFFS have all reviewed all information and records pertinent to the hours worked by PLAINTIFFS during the time period relevant to this lawsuit. PLAINTIFFS agree that, in the aftermath of their respective Responses to Court's Interrogatories in this matter, and upon further full review of the matter with their undersigned counsel, PLAINTIFFS will have been paid by the COUNTY pursuant to this Agreement in full resolution of all claims against Marion County under the FLSA through January 4, 2021. The parties further agree that this Settlement Agreement fully and finally resolves all claims, inclusive of any claims for attorneys' fees and costs, asserted in this lawsuit.

3. Upon all PLAINTIFFS executing this Agreement, the parties, by separate motion, will seek judicial approval of this Agreement. Upon the Court's formal approval of settlement in this matter, the COUNTY will submit the Agreement as soon as is practicable to its COUNTY Commission to seek the COUNTY's formal approval. An agreement in this matter is contingent upon formal approval by the COUNTY's Commission. In the event that PLAINTIFFS, the COUNTY and the COURT approve this Agreement, this action shall be dismissed with prejudice following satisfaction of the terms set forth in paragraph 1 above. In the event the proposed settlement contained in this Agreement is not finally approved by the Court and the COUNTY's Commission, this Agreement will no longer have any effect and the parties will revert to their respective positions as of the date and time immediately prior to the execution of this Agreement. The COUNTY will make its best efforts to make payments in full, as are referenced in Paragraph 1 above, within thirty (30) business days after the effective date of this Agreement (as is defined in paragraph 11 below). The COUNTY agrees to deliver these payments to the office of McGillivary Steele Elkin LLP as set forth in paragraph 1 above.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, PLAINTIFFS release and discharge the COUNTY from

all FLSA claims that were or could have been asserted on the basis of the facts alleged in the Lawsuit, through January 4, 2021.

5. Upon the effective date of this Agreement, PLAINTIFFS release and discharge the COUNTY and any other person or entity that was PLAINTIFFS' "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for PLAINTIFFS' 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 PLAINTIFFS' 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. The parties further agree that the prevailing party shall be entitled to receive its reasonable costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement, provided the prevailing party gave the opposing party written notice, at least thirty (30) days prior to instituting legal proceedings for enforcement, (1) stating its intent to institute such legal proceedings and (2) specifying the alleged failure to comply with the terms of this Agreement.

8. The parties further agree that the U.S. District Court for the Middle District of Florida shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and adjudicate any dispute or litigation arising under this Agreement. 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.

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

10. 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.

11. This Agreement shall become effective upon its signing by all parties and final approval by the Court.

12. All Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

13. 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.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By: _____
JOSEPH AMIGLIORE

Dated: 4/4/21

FOR SCOTT CHAPPELL:

By: _____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By: _____
CHRIS COOKSEY

Dated: _____

13. 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.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By: _____
JOSEPH AMIGLIORE

Dated: 4/4/21

FOR SCOTT CHAPPELL:

By: _____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By: _____
CHRIS COOKSEY

Dated: _____

13. 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.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By: _____
JOSEPH AMIGLIORE

Dated: _____

FOR SCOTT CHAPPELL:

By: _____
SCOTT CHAPPELL

Dated: 4/2/21

FOR CHRIS COOKSEY:

By: _____
CHRIS COOKSEY

Dated: _____

13. 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.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By: _____
JOSEPH AMIGLIORE

Dated: _____

FOR SCOTT CHAPPELL:

By: _____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By:  _____
CHRIS COOKSEY

Dated: 4-4-2021

FOR PAMELA DRIGGERS:

By: [Signature]
PAMELA DRIGGERS

Dated: 05 April 2021

FOR SCOTT GRAGEN:

By: [Signature]
SCOTT GRAGEN

Dated: 4.5.2021

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES: ^{HAYES}

By: [Signature]
CHRISTOPHER HAYES

Dated: 4/5/21

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: 4/5/2021

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:  _____
TODD HIME

Dated: 04-08-2021 _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: April 3RD 2021

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: 4/4/2021

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: John M. Nowery
JOHN NOWERY

Dated: 04-23-2021

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:  _____
THOMAS REEVES

Dated: 4-3-21

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____

PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____

SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____

JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____

CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____

TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____

MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____

DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____

JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____

THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II.

By: _____

JOSEPH RINAUDO II

Dated: 4/8/21

FOR MIGUEL RIOSECO:

By: 
MIGUEL RIOSECO

Dated: 4/4/2021

FOR PATRICK ASSELIN:

By: _____
PATRICK ASSELIN

Dated: _____

FOR CHRIS TRUBELHORN:

By: _____
CHRIS TRUBELHORN

Dated: _____

FOR MARION COUNTY

By: _____

Its: _____

Dated: _____

FOR MIGUEL RIOSECO

By: _____
MIGUEL RIOSECO

Dated: _____

FOR PATRICK ASSELIN

By: _____
PATRICK ASSELIN

Dated: _____

FOR CHRIS TRUBELHORN

By: Chris Trubelhorn
CHRIS TRUBELHORN

Dated: 4-5-21

FOR MARION COUNTY

By: _____

Its: _____

Dated: _____

FOR MIGUEL RIOSECO:

By: _____
MIGUEL RIOSECO

Dated: _____

FOR PATRICK ASSELIN:

By: Patrick Asselin
PATRICK ASSELIN

Dated: 09/02/2021

FOR CHRIS TRUBELHORN:

By: _____
CHRIS TRUBELHORN

Dated: _____

FOR MARION COUNTY

By: _____
JEFF GOLD

Its: _____
CHAIRMAN

Dated: _____

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

Matthew Minter
County Attorney

ATTACHMENT A

PLAINTIFF	GROSS BACK PAY	GROSS LIQUIDATED DAMAGES	TOTAL GROSS DISTRIBUTION
AMIGLIORE	\$ 17,043.00	\$ 17,043.00	\$ 34,086.00
ASSELIN	\$ 10,699.55	\$ 10,699.54	\$ 21,399.09
CHAPPELL	\$ 15,492.66	\$ 15,492.65	\$ 30,985.31
COOKSEY	\$ 10,589.10	\$ 10,589.09	\$ 21,178.19
DRIGGERS	\$ 17,572.31	\$ 17,572.30	\$ 35,144.61
GARCIA	\$ 7,986.03	\$ 7,986.02	\$ 15,972.05
GRAGEN	\$ 37,674.00	\$ 37,674.00	\$ 75,348.00
HARRINGTON	\$ 20,581.52	\$ 20,581.51	\$ 41,163.03
HAYS	\$ 42,179.31	\$ 42,179.31	\$ 84,358.62
HIME	\$ 11,756.63	\$ 11,756.63	\$ 23,513.26
LIVERMAN	\$ 12,540.96	\$ 12,540.96	\$ 25,081.92
MILLS	\$ 29,382.78	\$ 29,382.78	\$ 58,765.56
NOWERY	\$ 18,328.76	\$ 18,328.75	\$ 36,657.51
REEVES	\$ 17,107.82	\$ 17,107.82	\$ 34,215.64
RINAUDO	\$ 20,391.62	\$ 20,391.62	\$ 40,783.24
RIOSECO	\$ 15,699.88	\$ 15,699.88	\$ 31,399.76
TRUBELHORN	\$ 11,924.21	\$ 11,924.20	\$ 23,848.41
Total:	\$ 316,950.14	\$ 316,950.06	\$ 633,900.20

*Note: These figures represent the gross distribution amounts, before fees, costs, and taxes.