

## SETTLEMENT AGREEMENT, WAIVER, AND RELEASE

This Settlement Agreement, Waiver, and Release ("Agreement") is made and entered into by and between [CLAIMANT], on behalf of [him/her]self, [his/her] spouse, heirs, successors, assigns, executors and representatives ("Claimant") and City of Jacksonville, its past and present employees, directors, officers, agents, insurers, attorneys, executors, assigns and other representatives (collectively, "City").

WHEREAS, Claimant seeks recovery of OBRA benefits which [he/she] claims should have been paid into [his/her] OBRA plan during the course of employment with the City as a temporary civilian bailiff ("Claim"); and

WHEREAS, Claimant and City wish to settle and resolve the Claim without the need for litigation.

In consideration of the terms, conditions, and agreements contained herein, the parties agree as follows:

1. **Recitals:** The recitals above are true and accurate and incorporated herein.
2. **Settlement Amount:** In exchange for Claimant executing this Agreement, and subject to compliance with the terms set forth herein, and in full and final settlement of the Claim, the City will pay: (1) the total sum of [CONTRIBUTION + INTEREST] into Claimant's OBRA Plan held with the City of Jacksonville; and (2) the total sum of \$ 400.00 by check payable to The Law Offices of J. Richard Moore, Jr., which satisfies any claim for attorney's fees that could legitimately be presented by any and all attorneys who represented Claimant in any matter related to the Claim, or this Agreement, up to and through, the effective date of this Agreement.
3. **No Admission of Liability:** This Agreement is entered into solely for the purpose of avoiding litigation. Neither this Agreement, nor anything contained in it, shall be construed as an admission by the City of any liability, wrongdoing, or unlawful conduct whatsoever.
4. **Release:** In exchange for the settlement amount, Claimant for [him/her]self, [his/her] heirs, successors, and assigns, or anyone else asserting claims through him or for him, hereby fully, finally and forever waives, and releases and discharges City and its officers, managers, supervisors, employees, agents, attorneys, successors, and assigns, in both their individual and official capacities, from any and all claims, actions, demands, appeals, liabilities, obligations, charges, causes of action, damages, covenants, suits, judgments, attorney's fees, costs, expenses (including any right to demand or receive damages, costs, or attorney's fees), whether known or unknown, arising out of the Claim.
5. **Non-Disclosure:** Claimant agrees not to contact the media or utilize any social media regarding this Agreement or the terms of this settlement.

6. **Entire Agreement:** This Agreement is limited to its express terms and contains the entire understanding of the parties regarding its subject matter and may not be changed except by written instrument.

7. **Severability:** If any portion of this Agreement is found to be unenforceable, all parties desire that all other portions that can be separated from it shall remain fully valid and enforceable.

8. **Choice of Law and Venue:** This Agreement is a contract that shall be construed and enforced in accordance with and subject to the laws of the State of Florida. Exclusive venue for any legal action brought under, or related to this Agreement, shall be Jacksonville, Duval County, Florida.

9. **Acknowledgment:** [CLAIMANT] acknowledges that [he/she] has read this Agreement, reviewed it with counsel, understands its terms and the legal effect thereof, and has voluntarily entered into it.

**CLAIMANT:**

\_\_\_\_\_ **[CLAIMANT]**

\_\_\_\_\_ Date

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
Lenny Curry, Mayor

\_\_\_\_\_ Date