

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and Jasmine Ledgister ("Ms. Ledgister"). The County and Ms. Ledgister may be collectively referred to as the "Parties."

RECITALS

Ms. Ledgister is the Plaintiff, and the County is the Defendant in the case of *Ledgister v. Broward County*, Case No. 16-cv-62799-JAL, filed in the Southern District of Florida ("Discrimination Lawsuit"). In this case, Ms. Ledgister asserts claims for gender and pregnancy discrimination in violation of Title VII and the Florida Civil Rights Act ("Claims"). Ms. Ledgister seeks all legal, equitable, and monetary relief available under applicable law, including back pay, front pay, benefits, and compensatory damages.

The Parties desire to resolve Ms. Ledgister's Discrimination Lawsuit and Claims in full on the terms and conditions outlined below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The above stated recitals are true and are incorporated herein by reference.
2. Effective Date. The Effective Date of this Agreement is the date the last party (here, the County) signs the Agreement.
3. Dismissal of Lawsuit. Within five (5) calendar days of the Effective Date of this Agreement, Ms. Ledgister must file a Joint Stipulation of Dismissal, with prejudice, of her Discrimination Lawsuit providing that each side is responsible for its own costs and attorneys' fees.
4. Payment to Ms. Ledgister. Within fourteen (14) days after the filing of the Joint Stipulation of Dismissal with prejudice of her Discrimination Lawsuit, the County must pay \$11,650.05 to Saenz and Anderson PLLC; Federal Tax ID No. 46-5208254, and \$10,849.95 to Ms. Ledgister (for a total of \$22,500) for full and final settlement of the Discrimination Lawsuit and Claims. Prior to Ms. Ledgister's execution of this Agreement, Ms. Ledgister's counsel will provide to the County a form W-9 on behalf of Saenz and Anderson PLLC, and a form W-9 for Ms. Ledgister for the County to process payment.

5. Attorneys' Fees and Costs. Each party agrees to bear its own expenses, attorneys' fees, and costs incurred as a result of Ms. Ledgister's Discrimination Lawsuit, her Claims, and this Agreement.

6. Release. Ms. Ledgister hereby releases the County, all County departments and subdivisions, and all current and former County agents, officers, and employees, from any and all causes of action, claims, demands, grievances, damages, appeals, and charges that she has, or may have, against these entities or individuals that arose at any time prior to Ms. Ledgister's execution of this Agreement whether or not she has asserted such causes of action, claims, demands, grievances, damages, appeals, or charges. This release shall be interpreted to include any and all claims that arose prior to execution of this Agreement, including Ms. Ledgister's Discrimination Lawsuit.

Ms. Ledgister understands, acknowledges, and agrees that this release is a full and final bar to her pursuing the causes of action, claims, demands, grievances, damages, appeals, and charges specified herein, including her Discrimination Lawsuit, in the future in any forum.

The Parties agree that, should Ms. Ledgister desire an employment reference, she should direct any inquiring party to contact Broward County's Human Resources at 954-357-6001, who will provide a neutral employment reference consisting of confirming dates of employment, wage information, and positions held only.

7. Joint Preparation. The language agreed to expresses the Parties' mutual intent, and the resulting document must not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8. Consultation with Counsel. The Parties acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of their rights and obligations under this the Agreement.

9. No Admission of Liability. By entering into this Agreement, the County does not admit that it, or anyone on its behalf, has done anything wrong or unlawful to Ms. Ledgister or that any of Ms. Ledgister's rights have been violated. The Parties further understand and acknowledge that nothing in this Agreement is to be construed as an admission of liability on the part of the County (or any employee, official, or agent of the County). Neither this Agreement nor the terms of this Agreement is admissible in any litigation or administrative proceeding, except for the purpose of enforcing the terms of the Agreement should either party fail to comply with such terms.

10. Severability. Ms. Ledgister and the County acknowledge and agree that if any court determines that any part, term, or provision of this Agreement is invalid, illegal, or in conflict with any law of the State, such determination will not affect the validity of the remaining portions or provisions of the Agreement.

11. Merger; Modification; Waiver. This document incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No change or modification of this Agreement is valid unless in writing and signed by all Parties. No waiver of any of the provisions of this Agreement is valid unless in writing and signed by the party against whom it is sought to be enforced.

12. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of October 2017, and Ms. Jasmine Ledgister, duly authorized to execute same.

PARTIES

Plaintiff

Defendant

Broward County, through its Board of
County Commissioners

By: 
Jasmine Ledgister

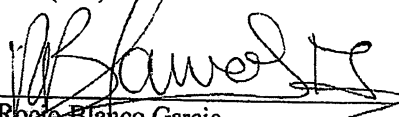
By: _____
Mayor

October 11, 2017
Date

_____, 2017
Date

Approved as to form by:

Office of the County Attorney
Broward County, Florida
Andrew J. Meyers, County Attorney
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By: 
Roberto Blanco Garcia
Assistant County Attorney