

## COMPLETE RELEASE AND SETTLEMENT AGREEMENT

**THIS AGREEMENT** is between Udreka Andrews, together with her respective heirs, administrators, executors, successors, assigns, and other representatives (“Releasor”) and Wakulla County, Florida together with all of its predecessors and past, present and future assigns, successors, subsidiaries, affiliates, divisions, parent corporations, joint ventures, related entities, direct and indirect owners, past present and future officers, directors, partners, agents, attorneys, employees, indemnitors, insurers, joint venturers, shareholders, benefit plans and their trustees, administrators and fiduciaries, individuals and in their representative capacities as (“Releasee”)(Releasor and Releasee are collectively referred to herein as the “Parties”).

### WITNESSETH:

#### RECITALS

A. WHEREAS, Releasor claims that her civil rights were violated by certain actions while incarcerated as an inmate at the Wakulla County Jail;

B. WHEREAS, Releasor’s claim is currently pending in an action styled Udreka Andrews v. Wakulla County, et al., before the United States District Court in and for the Northern District of Florida, Tallahassee Division, Case No. 4:10-cv-51-RH-WCS (“the Lawsuit”).

C. WHEREAS, in an effort to reach a reasonable disposition of the matter, an Agreement has been reached which has resolved all claims which were or could be asserted by Releasor against Releasee in any way related to the Lawsuit.

NOW, THEREFORE, IN CONSIDERATION OF the premises and of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties execute this Agreement within the context of the above, as follows:

#### AGREEMENT

1. **Recitals.** Recitals A through C are incorporated as part of this Agreement.
2. **Effective Date.** The effective date of this Agreement is the last date that the Parties have executed an unadulterated version of it.
3. **Consideration.** As consideration for this Agreement, Releasee agrees to pay the total sum of SIX THOUSAND ONE HUNDRED TWENTY-FIVE AND NO CENTS (\$6,125.00) representing payment as a complete, full and final compromise for any alleged non-economic or economic injuries or damages.

A check or checks for this settlement amount will be delivered to James V. Cook, Counsel for the Plaintiff, 314 West Jefferson Street, Tallahassee, Florida 32301, and made payable to the James V. Cook Trust Account, no later than thirty (30) days after Releasor executes this Agreement and delivers the executed Agreement to Releasee's attorney, Mary L. Wakeman. Releasor's attorney shall hold the settlement amount in trust until the parties, including the co-defendants, jointly execute and file a Joint Stipulation of Dismissal with Prejudice of the Lawsuit and the Lawsuit is dismissed with prejudice. Releasor and Releasee agree that upon the cashing or deposit of the settlement check or checks, the Releasee's attorney is authorized to countersign and file the Joint Stipulation of Dismissal with Prejudice on behalf of both parties and represent to the Court that the Parties have stipulated to the entry of an order granting that dismissal without a hearing. Releasor acknowledges and agrees that she is fully responsible for any tax liabilities and consequences including but not limited to any and all federal, state, and local tax, FICA and/or social security liabilities that may result from the payment referenced above, and agrees to hold harmless and indemnify Releasee and its insurers against any and all liabilities or consequences that may arise as a result of such payment, including assessments, judgments, fines, interest, penalties, costs and reasonable attorney's fees. Releasor further agrees that Releasee shall not be required to pay any further sums to Releasor for any reason even if the tax or social security liabilities and resulting consequences to Releasor are ultimately assessed in a fashion that Releasor does not presently anticipate.

4. **No Admission of Wrongdoing or Liability.** Payment of the sum referred to above is made solely for the purpose of compromise and release and is in no way to be construed as an admission by Releasee of any liability whatsoever or as to the validity of any claims which have been or could be asserted by Releasor against Releasee. This Agreement is strictly a compromise of disputed claims for which liability or wrongdoing is expressly and strongly denied by any and all involved.

5. **Release of Claims.** Except with respect to the express obligations created under the terms of the Agreement, Releasor fully and forever releases and discharges Releasee as defined herein from all liabilities, claims, actions or causes of action of whatever nature, including, but not limited to, any contentions which were or could be asserted by Releasor in any litigation or administrative proceedings relating directly or indirectly to Releasor's incarceration in the Wakulla County Jail and/or any other acts or omissions of Releasee or Releasee's agents or employees related to the allegations in the Lawsuit, and including, but not limited to, those claims, rights, and causes of action based on any federal, state or local law, statute, ordinance, administrative regulation, public policy or Executive Order, including, but not limited to, the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Civil Rights Act of 1866, as amended (42 U.S.C. Sec. 1981); the Civil Rights Act of 1871, as amended (42 U.S.C. Sec. 1983 and 1985); Executive Order 11246; the Rehabilitation Act of 1972 or 1973, as amended; the National Labor Relations Act ("NLRA"), as amended; the Florida Civil Rights Act of 1992, as amended; the Americans with Disabilities Act of 1990 ("ADA"), as amended; the Equal Pay Act, as amended; state and federal whistle blower claims; the Pregnancy Discrimination Act, as amended; the Family and Medical Leave Act ("FMLA"), as amended; the Employment Retirement and Income Security Act ("ERISA"), as amended; the Comprehensive Omnibus Budget Reconciliation Act

("COBRA"), as amended; the Occupational Safety and Health Act ("OSHA"), as amended; section 440.205, Florida Statutes, as amended; Chapter 442, Florida Statutes, as amended; Chapter 443, Florida Statutes, as amended; Chapter 448, Florida Statutes, as amended; the Age Discrimination and Employment Act ("ADEA"), the Older Workers Benefit Protection Act, the Florida Civil Rights Act, the Immigration Reform and Control Act; the Worker's Adjustment & Retraining Notification Act; The Fair Credit Reporting Act; The Florida Equal Pay Act, section 725.07, Florida Statutes; The Florida Omnibus AIDS Act, section 760.50, Florida Statutes, and any other state or federal constitutional claim or right or cause of action founded in tort, contract, or other common law cause of action including, but not limited to, actions based on breach of contract, misrepresentation, defamation, invasion of privacy, interference with prospective economic advantage, interference with contractual relations, negligence, all express, implied or other warranty claims and any claims directly or indirectly relating to spoliation, loss or destruction of evidence, intentional or otherwise from the beginning of time to the present.

6. **No Lawsuits Or Claims.** Releasor promises not to institute or have instituted on its behalf any lawsuit or claim against Releasee that she is waiving under this Agreement. Releasor agrees that with respect to the claims she is waiving, she is waiving not only her right to recover money or other relief in any action that she might institute, but also that she is waiving her right to recover money or other relief in any action that might be brought on her behalf by any other person or entity.

7. **Accord and Satisfaction.** Releasor understands and agrees that the consideration provided by Releasee to Releasor is in full accord and satisfaction of disputed claims, the consideration for this Agreement is for the purpose of enabling the Releasee to avoid the expense and inconvenience of litigation, does not constitute an admission of liability, and that the Releasee expressly and strongly denies that it violated any law or alleged contractual term or otherwise acted wrongfully with respect to Releasor.

8. **Governing Law, Severability, And Interpretation.** This Agreement, and only this Agreement, shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is declared illegal or unenforceable and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

9. **Choice of Forum.** The proper venue for any dispute or controversy arising under, out of, or in connection with this Agreement shall be in the applicable court in Wakulla County, Florida.

10. **Voluntary Agreement.** Releasor voluntarily and freely enters into this Agreement and assumes all risks and waives any right whatsoever to attack the validity and finality of this Agreement, if Releasor's present knowledge and understanding of the facts are in any way incorrect.

11. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties to the Agreement, their successors, assigns, agents, attorneys, employees, representatives, heirs, executors, legal representatives, and administrators.

12. **Specific Enforcement.** This Agreement and all provisions in it shall be specifically enforceable and the prevailing Party in any action to enforce this Agreement shall be entitled to the recovery of costs and attorney's fees.

13. **Severable.** Releasee and Releasor agree that if any one section of this Agreement shall be found to be void or otherwise ineffective, same shall not serve to nullify the entire Agreement and that such section(s) shall be severable from the Agreement.

14. **Entire Agreement.** The terms of this Agreement contain absolutely every aspect of the Agreement reached between the Parties with respect to any disputes or claims which might exist between them. This Agreement speaks for itself and absolutely cannot be modified in any way by any evidence or reference to any other negotiations or purported agreement between the Parties. To that end, the Parties clearly intend that no evidence, except the provisions of this writing, may be introduced in any judicial proceeding involving this Agreement.

15. **Competent.** The Parties executing this Agreement declare and warrant that they are of legal age, suffer no legal disability or impairment precluding them from executing this Agreement and that they have full authority to do so.

16. **Review by Attorney.** Releasor, in conjunction with her attorney, has fully and carefully reviewed each provision of this Agreement, understands it, and she has signed it knowingly and voluntarily. Releasor's attorney acknowledges having been given an opportunity to review this Agreement prior to Releasor signing it. Releasor and her attorney have read this Agreement and understand the purpose, tenor and effect of the provisions of this Agreement. This Complete Release and Settlement Agreement contains and sets forth the entire agreement between the Parties hereto, and there is no agreement between them which is not fully, completely, accurately and truly set forth herein.

17. **Expenses.** The Parties to this Agreement shall each bear their respective expenses (including any attorneys' fees) incurred with respect to the Lawsuit or otherwise involved in resolving this particular dispute.

18. **Signatures.** This Agreement may be signed in counterparts and each counterpart shall have the same force and effect as though the signatures were contained in a single document.

19. **Modifications.** This Agreement may be modified or rescinded only by a writing signed by all of the Parties or their duly authorized agents or representatives.

**IN WITNESS WHEREOF**, the Parties have set their respective hands and seals this  
\_\_\_\_\_ day of \_\_\_\_\_ 2010.

**UDREKA ANDREWS**

\_\_\_\_\_  
Date

STATE OF FLORIDA }

ss.

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, personally appeared Udreka Andrews, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath, and who executed the foregoing instrument, and acknowledged before me that the information contained herein is true and correct to the best of her knowledge.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_

My commission expires:

APPROVED AS TO FORM BY

\_\_\_\_\_  
James V. Cook  
Attorney for Plaintiff Udreka Andrews

WAKULLA COUNTY

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA            }  
  }  
COUNTY OF FRANKLIN        }

ss.

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath, and who executed the foregoing instrument, and acknowledged before me that the information contained herein is true and correct to the best of his/her knowledge.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
My commission expires:

APPROVED AS TO FORM BY

\_\_\_\_\_  
Mary L. Wakeman.  
Attorney for Defendant Wakulla County