

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** November 21, 2023

**Date Submitted:** October 30, 2023

**To:** Honorable Chairman and Members of the Board

**From:** Clayton Knowles, County Attorney  
Jason Taylor, Insurance Counsel

**Subject:** Approval of Settlement Agreement with Jeremiah Lee

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### **Statement of Issue:**

This agenda item is presented to the Board for approval of a settlement agreement regarding an employment discrimination case filed by former Public Works Director Jeremiah Lee.

### **Background:**

The Board of County Commissioner's insurance carrier has approved a settlement in the amount of Forty-Five Thousand Dollars and No Cents for a full and fair resolution of Mr. Lee's case against the County.

### **Analysis:**

The County's outside insurance counsel recommends settlement. The County's deductible for this cause is Ten Thousand Dollars and No Cents (\$10,000.00). The remainder of the funds would be paid by the carrier. The Board has previously been provided documents pertaining to this lawsuit during a properly noticed executive session.

### **Fiscal Impact:**

The Fiscal Impact for this item is \$10,000.00.

### **Options:**

1. Approve the Settlement Agreement with Jeremiah Lee.
2. Do Not Approve.
3. Board direction.

**County Attorney's Recommendation:**

Option 1.

**Attachments:**

- Jeremiah Lee Settlement Agreement

## CONFIDENTIAL SETTLEMENT, WAIVER, AND RELEASE

This Settlement, Waiver, and Release (“Release”) is made by and between JEREMIAH LEE (“LEE”) and the GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter “GCBOCC”), and its Insurer, the FLORIDA ASSOCIATION OF COUNTIES TRUST (“INSURER”), in exchange for the settlement sum described below. Lee, GCBOCC and its INSURER are collectively referred to herein this Settlement, Waiver, and Release as the “Parties.”

Lee asserted a claim or claims against GCBOCC related to alleged retaliation associated with his employment with GCBOCC. GCBOCC is insured with respect to this claim(s) by Insurer. In an effort to resolve Lee’s claims and as a compromise of the disputes which exist between Lee and GCBOCC, and:

(1) to conclude all legal proceedings which have been and/or might have been brought by Lee against GCBOCC, including all claims as part of any cause of action or case that could be brought as of the date of this Release, including specifically Case No. 2023-CA-302, before the Circuit Court in and for Gadsden County, Florida;

(2) to end unconditionally and for all time any remaining differences presently between Lee and GCBOCC; and

(3) in lieu of any further legal proceedings between Lee and GCBOCC as to any matters arising, directly or indirectly, out of Lee’s employment with or separation from GCBOCC, through the date of this Release;

INSURER, in exercise of its rights and authority under the governing insurance policy, has elected to settle this matter by and on behalf of GCBOCC, and accordingly, the Parties agree to the following Settlement, Waiver, and Release.

### TERMS OF SETTLEMENT

1. Recitals. The foregoing Recitals and all text preceding the “Terms of Settlement” portion of this Release are true, correct, are incorporated herein by this specific reference and form an integral part of this Release.

2. Settlement Summary.

a. Lee shall deliver to GCBOCC’s counsel an executed original of this Release, then, provided that Lee has provided and GCBOCC has received an executed W-9 statement from Lee’s counsel, in consideration of the matters set forth herein and as set forth in the following schedule, INSURER will pay to Lee’s counsel the total amount of \$45,000.00, issued to the Trust Account of The Cruz Law Firm, P.A., within 20 days of receipt of the signed agreement and W-9 form. This payment is made as a full and complete compromise of all claims by Lee, including any claims for attorneys’ fees and/or costs. Electronic signatures or emailed versions of the signed documents are acceptable and binding as to the terms of this Agreement.

**Confidential Settlement, Waiver, and Release**  
*Jeremiah Lee v. Gadsden County Board of County Commissioners*  
Page 2 of 7

b. GCBOCC and INSURER have made no representation as to the taxability of the amounts paid to Lee and/or his counsel. Lee agrees to pay all federal or state taxes, if any, which are required to be paid with respect to this settlement. Lee further agrees to fully and completely indemnify GCBOCC and INSURER any amounts related to any controversies, claims, or penalties due to the allocation of the settlement monies above, including all attorneys' fees and costs related to defense of any such successful claims, regardless of whether such claims or penalties would be paid by Lee, GCBOCC, or INSURER.

c. Lee and GCBOCC will each bear their own attorneys' fees and costs. GCBOCC (or its INSURER if applicable) will pay the fees related to the mediation of this case conducted on September 15, 2023, with Scott Callen.

d. Lee agrees that he will not knowingly apply or reapply for employment with GCBOCC during the tenure of the current County Administrator, and that he is not eligible for any future employment with GCBOCC in any capacity during the tenure of the current County Administrator. Should Lee apply for employment with GCBOCC during the above time period, GCBOCC shall be free to not consider the application. In the event GCBOCC considers Lee for employment or hires him for employment during the above time period, Lee agrees that he will affirmatively provide a copy of this Release and Settlement Agreement to GCBOCC and only after receipt of this Agreement will GCBOCC have the ability to waive this term of the Release and Settlement Agreement. Hiring of Lee during the above time period without Lee providing this Release and Settlement Agreement shall not operate as a waiver of this term. Nothing in this release shall prevent Lee from running for and working in any elected position with GCBOCC.

e. GCBOCC will respond to any requests for references by third parties or potential employers by stating only Lee's position, dates of employment and most recent annual wage amount. Lee will direct any request for a reference only to the Human Resources Director at GCBOCC.

f. GCBOCC has denied wrongdoing and liability, and hereby maintains that denial. This Settlement shall not be deemed an admission of wrongdoing or liability against GCBOCC. This Settlement, having been reached and entered into on behalf of GCBOCC by its INSURER is made upon the express understanding that settlement has been deemed appropriate and in the best interests of all involved by the INSURER.

3. General Release of Claims.

a. Lee stipulates to the unconditional withdrawal and/or dismissal, in its entirety, of all claims, including for reinstatement and any other claims that are or could be part of any cause of action or case related to his employment which exists as of the date he signs this Agreement, including specifically Case No. 2023-CA-302, before the Circuit Court in and for Gadsden County, Florida.

**Confidential Settlement, Waiver, and Release**  
*Jeremiah Lee v. Gadsden County Board of County Commissioners*  
Page 3 of 7

b. To the extent any such proceedings exist, Lee agrees to take any action necessary to dismiss any currently pending proceedings against GCBOCC before any judicial or administrative forum, including the Florida Commission on Human Relations, the Equal Employment Opportunity Commission, the Department of Labor, the Office of Federal Contract Compliance Programs, or any other state or federal agency.

c. Lee accepts the Settlement Sums, stated above in paragraph 2, as full compensation, including any liquidated damages and attorneys' fees; and he is not seeking equitable relief, including reinstatement, including as sought in any motion before the Circuit Court in and for Jackson County, other than as specifically described above.

d. Lee hereby knowingly and voluntarily releases and forever discharges GCBOCC, any parent companies, subsidiaries, affiliates, predecessors, successors, assigns, and insurers, and their past, present, and future directors, officers, shareholders, members, employees, agents, insurers, and attorneys both individually and in their capacities as board members, commissioners, directors, officers, shareholders, members, employees, agents, insurers, parent companies, subsidiaries, affiliates, and attorneys (collectively "GCBOCC") of and from any and all claims, whether known, unknown, anticipated, unanticipated, disclosed or undisclosed, against GCBOCC which Lee has or might have as of the date of execution of this Release, including, but not limited to, any claims arising out of or in any way connected with Lee's employment with GCBOCC. Such claims include, but are not limited to, any claim that has been, or could have been, or could be alleged under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Americans with Disabilities Act of 1990 ("ADA"), as amended;
- The Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, and the Older Workers Benefit Protection Act ("OWBPA"), with the understanding that Plaintiff has the right to consider the waiver and release of claims pursuant to the ADEA and OWBPA for a period of 21 days, and Plaintiff has the right to revoke this agreement to the extent that Plaintiff's claims arise under the ADEA and OWBPA for a period of 7 days following execution of this agreement;
- The Family and Medical Leave Act, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA"), as amended (except for any vested benefits under any tax qualified benefits plan);
- The Immigration Reform and Control Act, as amended;
- The Worker Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Sarbanes-Oxley Act of 2002;
- The Veterans' Preference Act of 1944, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, the Veterans

**Confidential Settlement, Waiver, and Release**  
*Jeremiah Lee v. Gadsden County Board of County Commissioners*  
Page 4 of 7

Employment Opportunity Act of 1998, as amended, or any other veteran's preference requirement;

- The Florida Civil Rights Act, Florida Statute § 760.01, et seq.;
- Florida's Private-Sector Whistle-Blower's Act, Florida Statute § 448.101, et seq.;
- Florida's Public-Sector Whistle-Blower's Act, Florida Statute § 112.3187, et seq.;
- Florida Workers' Compensation System, under Chapter 440, including Florida's Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers' Compensation Claim, Florida Statute § 440.205;
- Florida's Statutory Provision Regarding Wage Rate Discrimination Based on Sex, Florida Statute § 448.07;
- The Florida Equal Pay Act, Florida Statute § 725.07;
- The Florida Omnibus AIDS Act, Florida Statute § 760.50;
- Florida's Statutory Provisions Regarding Employment Discrimination on the Basis of Mandatory Screening or Testing for Sickle-Cell Trait, Florida Statute §§ 448.075, 448.076;
- Florida's Wage Payment Laws, Florida Statute §§ 448.01, 448.08;
- Florida's General Labor Regulations, Florida Statutes, Chapter 448;
- Florida's Unemployment Compensation Act, Chapter 443, Florida Statutes.
- Claims of improper or illegal audio or video taping,
- Claims of libel, slander or defamation.
- Any other federal, state, or local civil or human rights laws or any other local, state, or federal law, regulation, or ordinance;
- Any public policy, contract, tort, or common laws; or
- Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

4. Affirmations. Lee affirms that he has not filed, caused to be filed, or currently is a party to any claim, complaint, or action against GCBOCC in any forum or form. Lee further affirms that he has received all stipends, reimbursements, compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other stipends, reimbursements, compensation, wages, bonuses, commissions, and/or benefits are due to him, except as provided in this Release.

5. Non-Disparagement. Neither party shall defame, disparage, or impugn the other at any time to any person or entity in any manner that would represent unlawful defamation or slander. This paragraph shall in no manner inhibit the First Amendment rights or protections of any party or limit the ability of any party to submit a good faith complaint as to any alleged improper or unlawful issue.

6. Release as a Defense. Lee agrees that he will not hereafter file or institute any judicial, quasi-judicial, non-judicial, and/or administrative proceedings against any other Parties with respect to the matters resolved or settled herein. Lee agrees that this Release shall be a complete and conclusive defense by any of the Parties released in this Release to any other suits

**Confidential Settlement, Waiver, and Release**  
*Jeremiah Lee v. Gadsden County Board of County Commissioners*  
Page 5 of 7

or proceedings which may hereafter be brought by any of the Parties to this Release which relate directly or indirectly to the allegations which are the subject of Lee's claims.

7. Counterparts. This Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided, however, that in making proof of this Release, it shall not be necessary to produce or account for more than one such counterpart of this Release.

8. Interpretation. Lee has, with the advice and assistance of his legal counsel, participated in the negotiating and drafting of all terms and provisions of this Release, and, accordingly, it is agreed that any uncertainty or ambiguity shall not be construed for or against any other party based on attribution of drafting to any party.

9. Entire Release. This Release contains the entire Release and understanding among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, discussions, negotiations, Releases and understandings, whether oral or written, relating to such subject matter. There are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except specifically set forth herein. Lee has not relied on any representation not set forth in this Release in executing this Release. No supplement, modification, waiver, or termination of this Release shall be binding unless contained in a writing that has been executed by the Parties to be thereby. Notwithstanding the foregoing, the terms of the Settlement Agreement are incorporated herein.

10. Authority to Execute. Lee hereby declares, warrants, and covenants that he is over eighteen (18) years of age, is suffering from no legal or mental disability which would impair or disable him from executing this Release, and that, if he is acting in a representative capacity, he has specific, actual authority to do so. Lee hereby declares, covenants, and warrants that there have been no representations, statements, promises, inducements, or releases made by any of the Parties or their respective agents or attorneys that are not herein expressed, to influence Lee into making or executing this Release.

11. Governing Law. This Release shall be deemed to have been entered into in the State of Florida upon full execution by Lee. This Release shall be governed and construed pursuant to the laws of the State of Florida. Jurisdiction and venue for any action related to interpretation or enforcement of this Release shall be in the Circuit Court in and for Gadsden County, Florida.

12. Severability. All rights, powers, and remedies provided in this Release may be exercised only to the extent that the exercise thereof does not violate any applicable right, and are intended to be limited to the extent (but only to the extent) necessary so that they will not render this Release invalid or unenforceable. If any term, covenant, condition or provision of this Release as to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions, and provisions of this Release, with the application of such term, covenant, condition or provision to the persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Release shall be modified and/or limited to the extent

**Confidential Settlement, Waiver, and Release**  
*Jeremiah Lee v. Gadsden County Board of County Commissioners*  
**Page 6 of 7**

necessary to render the same valid and enforceable to the fullest extent permitted by law, while still accomplishing the intent of the Parties to this Release.

13. Attorneys' Fees. In any action or proceeding to enforce the terms of this Release, including any appeal, the prevailing party shall be entitled to recover its/his/her reasonable attorneys' fee and costs.

14. Modification. This Release may only be modified in a similar writing with such writing signed by all Parties.

15. No Assignments. Lee represents and warrants to the other Parties that he has not assigned or in any way transferred or conveyed all or any portion of the claims covered by this Release. Lee acknowledges and agrees that this warranty and representation is an essential and material term of this Release, without which GCBOCC would not have entered into it.

16. Evidence. Neither this Release, nor any statements, negotiations, transactions, or proceedings (including any motions, requests, or responses) relating to this Release shall be construed as, deemed to be, or offered in any action or proceeding as evidence of any admission or concession by any Party of (i) any liability or wrongdoing, (ii) any damage or loss incurred by the other, or (iii) the merits or lack of merits of any position, defense, objection, or claim concluded or settled by this Release.

17. Captions. Captions and paragraph headings used herein are for convenience only, are not a part hereof, and shall not be deemed to limit or alter any provisions hereof or to be relevant in construing this Release.

18. Variation of Pronouns, Plurals, etc. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or gender neutral singular or plural as the identity of the person or persons may require.

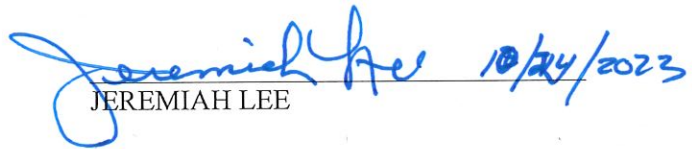
19. Undersigned Has Read and Understands Release. The undersigned further represents that he has read and understands this Release and has had the opportunity to review this Release with his counsel. Lee understands, acknowledges, and agrees that this Release is entered into knowingly and voluntarily with the advice of competent counsel and in no way was coerced by anyone in any way and that his signature binds him to the terms hereof.



**Confidential Settlement, Waiver, and Release**  
*Jeremiah Lee v. Gadsden County Board of County Commissioners*  
Page 7 of 7

IN WITNESS WHEREOF, the undersigned hereto agrees to and voluntarily acknowledge and execute this Release and as of the last date executed as set forth by his hands and seals below:

**BY EXECUTING THIS AGREEMENT BELOW, LEE ACKNOWLEDGES THAT HE HAS THE RIGHT TO, AND HAS BEEN AFFORDED, 21 DAYS TO CONSIDER HIS WAIVER AND RELEASE OF ADEA AND OWBPA CLAIMS UNDER THIS RELEASE. BY EXECUTING THIS AGREEMENT BELOW, LEE FURTHER ACKNOWLEDGES THAT HE MAY REVOKE THIS AGREEMENT WITHIN 7 DAYS OF EXECUTION OF THIS AGREEMENT WITH REGARD TO CLAIMS ARISING UNDER THE ADEA AND OWBPA ONLY.**

  
JEREMIAH LEE

IN WITNESS WHEREOF, the undersigned hereto agrees to and voluntarily acknowledge and execute this Release and as of the last date executed as set forth by his/her hands and seals below:

\_\_\_\_\_ (Signature)  
Gadsden County Board of County Commissioners

By: \_\_\_\_\_ (Print Name)  
Its: Authorized Representative