

# **Exhibit “C”**

**SETTLEMENT AGREEMENT AND RELEASE – ROAD PATROL DEPUTY**

Flagler County Sheriff’s Office and James L. Manfre, (hereafter collectively referred to as “Defendants”) and \_\_\_ [insert employee name] (hereafter referred to as “Employee”) desire to resolve their disputes, including any and all claims for unpaid overtime that were raised or could have been raised related to the case of Daniel Ruddell, on his own behalf and on behalf of those similarly situated v. Flagler County Sheriff’s Office and James L. Manfre, Individually and in his official capacity as Sheriff of Flagler County Sheriff’s Office, CASE NO.: 3:14-cv-00873-MMH-MCR, filed in the United States District Court for the Middle District of Florida, and hereby agree as follows:

1. As consideration for this agreement, Defendants agree to pay Employee the gross amount of \_\_\_ [insert amount on spreadsheet] representing Actual Overtime Damages during the period of April 4, 2011 to April 14, 2014 (subject to required deductions and withholdings). This amount will be reported on a W-2 form.

2. In addition, as further consideration for this agreement, Defendants agree to pay Employee the gross amount of \_\_\_ [insert amount on spreadsheet] representing Liquidated Damages during the period of April 4, 2011 to April 14, 2014 (*not* subject to required deductions and withholdings). This amount will be reported on a 1099 form.

3. In exchange for the consideration identified in paragraphs 1 and 2, Employee waives and releases any and all **Fair Labor Standards Act (“FLSA”) wage related overtime claims and State wage related claims** he or she may have against Defendants, their past and present employees, directors, representatives, shareholders, members, or other interest holders. However, employee does not waive any non-FLSA wage related claims it has or may have against Defendants.

4. Entering this Agreement is solely for the purpose of compromise and shall not be deemed as an admission of fault.

5. Employee is signing this agreement voluntarily and of his or her own free will.

6. This Agreement shall be construed and governed in accordance with the laws of Florida. The parties hereby have executed this Agreement on the dates written below:

\_\_\_\_\_  
(Class Member) [insert employee name]

Date: \_\_\_\_\_

\_\_\_\_\_  
For Defendants

Date: \_\_\_\_\_

**SETTLEMENT AGREEMENT AND RELEASE – CORRECTIONAL OFFICER**

Flagler County Sheriff’s Office and James L. Manfre, (hereafter collectively referred to as “Defendants”) and \_\_\_ [insert employee name] (hereafter referred to as “Employee”) desire to resolve their disputes, including any and all claims for unpaid overtime that were raised or could have been raised related to the case of Daniel Ruddell, on his own behalf and on behalf of those similarly situated v. Flagler County Sheriff’s Office and James L. Manfre, Individually and in his official capacity as Sheriff of Flagler County Sheriff’s Office, CASE NO.: 3:14-cv-00873-MMH-MCR, filed in the United States District Court for the Middle District of Florida, and hereby agree as follows:

7. As consideration for this agreement, Defendants agree to pay Employee the gross amount of \_\_\_ [insert amount on spreadsheet] representing Actual Overtime Damages during the period of April 4, 2011 to April 14, 2014 (subject to required deductions and withholdings). This amount will be reported on a W-2 form.

8. In addition, as further consideration for this agreement, Defendants agree to pay Employee the gross amount of \_\_\_ [insert amount on spreadsheet] representing Liquidated Damages during the period of April 4, 2011 to November 12, 2013 (not subject to required deductions and withholdings). This amount will be reported on a 1099 form.

9. In exchange for the consideration identified in paragraphs 1 and 2, Employee waives and releases any and all **Fair Labor Standards Act (“FLSA”) wage related overtime claims and State wage related claims** he or she may have against Defendants, their past and present employees, directors, representatives, shareholders, members, or other interest holders. However, employee does not waive any non-FLSA wage related claims it has or may have against Defendants.

10. Entering this Agreement is solely for the purpose of compromise and shall not be deemed as an admission of fault.

11. Employee is signing this agreement voluntarily and of his or her own free will.

12. This Agreement shall be construed and governed in accordance with the laws of Florida. The parties hereby have executed this Agreement on the dates written below:

\_\_\_\_\_  
(Class Member) [insert employee name]

Date: \_\_\_\_\_

\_\_\_\_\_  
For Defendants

Date: \_\_\_\_\_