

Exhibit “A”

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims ("Settlement Agreement") covers all understandings between Daniel Ruddell (hereinafter referred to as the "Named Plaintiff," individually, and as representatives of the "Plaintiff's Class" a term which includes the Plaintiff and all Opt-In Plaintiffs), and Defendants, Flagler County Sheriff's Office ("FCSO") and James L. Manfre, individually and in his official capacity as Sheriff of Flagler County, Florida ("MANFRE"), (hereinafter collectively referred to as "Defendants" a term which includes any parent or subsidiary corporation, and its past and present employees, directors, representatives, shareholders, members, or other interest holders).

RECITALS

A. Named Plaintiff originally filed this suit in the United States District Court for the Middle District of Florida, titled 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 (the "Action").

B. In the Action, the Named Plaintiff alleged violations of applicable wage laws. The Named Plaintiff sought unpaid wages, overtime compensation, liquidated damages, and reasonable attorneys' fees and costs for each and every Deputy who performed for the Defendant at any time within the past three (3) years.

C. The Parties have engaged in extensive negotiations concerning the settlement of the claims asserted in the Action.

D. The Named Plaintiff has concluded, based upon his investigation, and taking into account the sharply contested factual and legal issues involved, the expense and time necessary to prosecute the Action through the final trial, the risks and costs of further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Agreement, that a settlement with Defendants on the terms set forth herein is fair, reasonable, and adequate, and in the best interests of the Plaintiff's Class. The Named Plaintiff has agreed to settle this Action with Defendants on the terms set forth herein.

E. Defendants deny each of the claims asserted against it in the Action and makes no admission whatsoever of liability. Defendants nevertheless desire to settle the Action and the claims asserted in the Action, on the terms and conditions set forth herein, for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Action.

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and are explicitly made a part of this Settlement Agreement.

2. **Plaintiff's Settlement Class.** Based upon all files, records, and proceedings in the Action, including the above recitals, the Plaintiff on behalf of himself and the Plaintiff's Class and Defendants (collectively referred to as "Parties") request approval and certification of one (1) settlement class, defined as:

a. All current and former Deputies who worked for Defendants, who have previously filed an opt-in consent form or who submit a Claim Form to receive a portion of the Settlement Fund within the forty-eight (48) days (45 plus 3 days for mailing) after the time period to file a valid claim form and release, and who previously worked for Defendants from April 4, 2012 through April 1, 2014¹.

3. **Settlement Consideration to Plaintiff's Class.** Defendants will pay **\$183,310.72** to settle all of Plaintiff's Class member claims ("Settlement Fund"). Under no circumstances shall

¹ Defendants no longer required unpaid pre-shift briefings as of April 1, 2014 and have agreed pay to the class an amount equal to two years of alleged unpaid back wages and liquidated damages.

Defendants be obligated to pay an amount in excess of \$183,310.72. The Settlement Fund will be disbursed as follows:

- a. The breakdown of the Settlement Fund is as follows:
 - i. \$79,174.22 for payments to the Plaintiff Class representing Actual Overtime Damages ("Plaintiff Class Fund") to be divided into two separate funds as follows:
 1. \$29,518.25 to Road Patrol Deputy Class Members, and
 2. \$49,655.97 to Correctional Officer Class Members; and
 - ii. \$39,587.22 for payments to the Plaintiff Class representing Liquidated Damages ("Plaintiff Class Fund") to be divided into two separate funds as follows:
 1. \$14,759.13 to Road Patrol Deputy Class Members, and
 2. \$24,828.09 to Correctional Officer Class Members; and
 - iii. \$17,079.28 for payments to the Plaintiff Class representing alleged unpaid State wages ("Plaintiff Class Fund") to be divided into two separate funds as follows:
 1. \$6,356.42 to Road Patrol Deputy Class Members, and
 2. \$10,692.86 to Correctional Officer Class Members, and
 - iv. \$2,500.00 payment to Daniel Ruddell as an incentive payment; and
 - v. \$45,000.00 for attorneys' fees, administrative and taxable costs, as explained below; and
- b. To receive the settlement compensation set forth in paragraph 3(a), Plaintiff Class members must submit a claim form and release agreement to be received by Plaintiffs' Class Counsel within forty-eight (48) days of receiving the Notice and Claim Form. Notices will be mailed to the class members within ten (10) days of the Order approving the class settlement. Within ten (10) days following the expiration of the time period to file a valid claim form and release, Defendants shall provide Plaintiffs' counsel with all checks to be provided to each individual Plaintiff's Class member who has submitted the claim form and release agreement. Within ten (10) days following receipt of the checks to be provided to the individual Plaintiff Class Members, Plaintiffs' counsel shall mail the checks to the individual Class Members. Each member of the Plaintiff Class is eligible to receive a pro rata share of the settlement based on the pro rata formula agreed to by the Parties, with the pro rata share to be no greater than the amount it would be if every putative plaintiff elects to participate. Any and all sums attributable to

putative class members who do not opt into this lawsuit shall irrevocably revert to Defendants.

4. **Tax Treatment of Payments To Settlement Class Members.** The settlement payment to each member of the Plaintiff's Class that represents "Actual Damages" will be treated as back wages and subject to deductions for applicable taxes or other required withholdings. The settlement payment to each member of the Plaintiff's Class that represents "Liquidated Damages" will not be treated as back wages and will be paid with a tax form 1099 and not subject to deductions for applicable taxes or other withholdings.

5. **Reversion to Defendant of Unclaimed Settlement Fund.** To the extent the aggregate value of approved claims is less than \$135,810.72, any remaining Settlement Fund amounts will be returned to Defendants and the claim awards will not be increased.

6. **No Double Recovery.** Each member of the Plaintiff's Class expressly agrees that he/she is not entitled to, nor will he/she attempt to secure a double recovery for any alleged claims pursued in this lawsuit.

7. **Timing of Payments.**

a. Payments to Plaintiff for the incentive payment referenced in section 3(a)(iii) shall be provided to Plaintiff's counsel within twenty (20) days of the Court's Order approving the settlement.

b. Payment to Plaintiff's counsel, Morgan & Morgan, P.A., for attorney fees, costs and class administrative costs in the amount of \$45,000.00 shall be provided to Plaintiff's counsel within twenty (20) days of the Court's Order approving the settlement.

c. Payments to Plaintiffs' Class members who respond to the Class Notice by sending in their claim forms within the forty-five (45) day claim period, plus an additional three (3) days for mailing, will be paid within twenty (20) days after the period to return a Claim Form has expired and in accordance with Paragraph 3(b) of this Agreement.

8. **Approval Order.** The Parties shall promptly move the Court in the Action for an order:

a. Approving this Settlement Agreement;

b. Approving notice to the Plaintiff's Class members identical to the one attached hereto as Exhibit "A" and Claim form attached hereto as Exhibit "B," and directing the mailing of the class notice and claim form by first class mail to the last know address of each person in the Class;

c. Establishing a deadline for members of the Class to submit claim forms and releases to be received by Morgan & Morgan P.A. no later than forty-eight (48) days (45 days of receiving the Notice and Claim Form, plus 3 days for mailing) after the Notice goes out.

9. Attorney's Fees, Costs, and Expenses.

a. Plaintiff's counsel intends to request that the Court approve the settlement, which includes an award of attorney's fees, administrative and taxable costs, and expenses totaling \$45,000.00. Payment shall be made as indicated above under paragraph 7(b) with a check made payable to Morgan & Morgan, P.A.

b. Except as provided in paragraph 9(a), the Parties shall bear their own attorney's fees, costs, and expenses incurred in the prosecution, defense and/or settlement of the Proceeding. The Named Plaintiff, the Plaintiff's Class, Plaintiff's Counsel and Settlement Class Counsel² shall not seek an award of attorney's fees, costs, or expenses in the Action except as provided in paragraph 9(a).

10. Releases.

a. As of the Effective Date of this Settlement Agreement (as defined below), the Named Plaintiff, on his own behalf and on behalf of each member of the Plaintiff's Class, acknowledges full satisfaction of, and fully, finally, and forever settles with, releases, and discharges the Released Parties (as defined below) of and from all Settled Claims (as defined below).

b. For purposes of this Settlement Agreement, "Released Parties" means and includes Defendants, all of their affiliated, subsidiary, and parent companies, doing business in their own names and doing business under any other names, and all of their respective officers, directors, partners, insurers, employees, associates, trustees, agents, independent contractors, representatives, attorneys, predecessors, successors, and assigns.

c. For purposes of this Settlement Agreement, "Settled Claims" means and includes any and all Fair Labor Standards Act ("FLSA") wage related claims and any and all State wage claims which the Named Plaintiff or any Opt-in Plaintiff may have against Defendants.

d. However, the Settlement Agreement for any Plaintiff or member of the Plaintiff's Class shall not affect any non-FLSA wage claim.

11. General Provisions.

a. Entire Agreement. This Settlement Agreement constitutes the entire agreement between and among the Parties with respect to the settlement of the Action. This Settlement Agreement supersedes all prior negotiations and agreements and may not be modified or amended except by a document in writing signed by the Named Plaintiff, Defendants and their respective attorneys. Such written document may be executed in counterparts.

b. Time Periods/Dates. The time periods and/or dates described in this Settlement Agreement are subject to Court approval.

² Settlement Class Counsel is Morgan & Morgan P.A.

c. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts.


d. **Legal Representation.** The Parties to this Settlement Agreement acknowledge that they have been represented by qualified legal counsel both in connection with the Action and in connection with the negotiation, drafting, and execution of this Settlement Agreement. Accordingly, the language used in this Settlement Agreement will be deemed to be language chosen by all Parties hereto to express their mutual intent, and no rule of strict construction against any party hereto will apply to any term or condition of this Settlement Agreement.

e. **Choice of Law and Choice of Forum.** This Settlement Agreement shall be construed, enforced, and administered in accordance with the state laws of Florida.

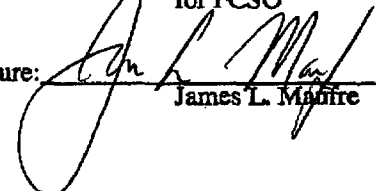
Date: 02/12/15

Signature: 
Daniel Ruddell

Date: 2/13/15

Signature: 
for FCSO

Date: 2/16/15

Signature: 
James L. Manire