

## GENERAL RELEASE OF ALL CLAIMS

### Recitals:

A. As used in this General Release of All Claims, “PLAINTIFF” shall mean SAMANTHA WHITFIELD<sup>1</sup>, as well as her heirs, executors, administrators, personal representatives, successors, and assigns, singular or plural, wherever the context so admits or requires.

B. As used in this General Release of All Claims the term “DEFENDANT” shall mean, FLAGER COUNTY BOARD OF COUNTY COMMISSIONERS, as well as its past, present and future agents, agencies, officers, directors, employees, boards, representatives, subsidiary or parent companies, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

C. As used in this General Release of All Claims, the “INSURER” shall mean PREFERRED GOVERNMENTAL INSURANCE TRUST and/or DAVIES INSURANCE COMPANY, as well as its agents, including PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, employees, representatives, successors, assigns, and any entity or person in privity with them;

**WHEREAS**, PLAINTIFF alleges she was wrongfully terminated and brought this action under Florida’s Public Whistle-blower’s Act (“PWA”), §§112.3187–.31895, Florida Statutes (2024), and under the Florida Civil Rights Act, codified at Chapter 760, Florida Statutes. PLAINTIFF alleges she was a protected whistleblower and member of a protected

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<sup>1</sup> It should be noted that Plaintiff now goes by her maiden name. Her full name now is Samantha Tara Ruiz.

class due to her actual/and/or perceived disability and gender, and she was retaliated against after reporting Defendant's unlawful employment practices.

**WHEREAS**, as a result of the aforesaid alleged wrongful discrimination and retaliation, PLAINTIFF claims to have suffered damages; and

**WHEREAS**, as a result of the aforesaid incident, PLAINTIFF filed a Complaint, FLAGLER COUNTY, Case No: 2024-CA-544, naming FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS as DEFENDANT (hereinafter "lawsuit"); and

**WHEREAS**, DEFENDANT and INSURER have denied and continue to deny any wrongdoing on their respective parts, and have denied and continue to deny any liability for the allegations which are the subject matter of the above-referenced lawsuit, but are desirous of entering into a compromise settlement of this claim in good faith, to avoid further costs of litigation; and

**WHEREAS**, PLAINTIFF has agreed to accept TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), in full compromise and settlement of any and all claims she may have, whether now known or not known or contemplated against this DEFENDANT and INSURER, out of or resulting from the above-described incident, and/or suit, and further agree to dismiss any and all claims that are currently pending or that may be filed in the future against this DEFENDANT and INSURER, arising out of the above-described incident. DEFENDANT has also agreed to cover the costs of the mediation in this matter as part of the agreement.

## **GENERAL RELEASE**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the said and undersigned PLAINTIFF, for and in consideration of the payment to the total sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), to her in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release and forever discharge DEFENDANT and INSURER from all manner of action and actions, cause and causes of action, suits, debts, dues, liens, sums of money, account, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which PLAINTIFF ever had, now have, or which any personal representative, successor, heir, or assign of PLAINTIFF, hereafter can, shall or may have, against said DEFENDANT and INSURER, by reason of any matter, cause or thing, from the beginning of the world to the date of these presents, including, but not limited to, all claims that were or could have been asserted in the above-referenced "lawsuit" and any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, attorney's fees, federal claims, state statutory or common law claims, lost wages, loss of consortium, workers compensation insurance benefits, impairment of earning capacity, physical, emotional or psychological injury, mental anguish, pain and suffering, past and future medical expenses.

PLAINTIFF specifically waives, releases, acquits, and forever discharges any claims, actions, right of action whatsoever he may have against the DEFENDANT and/or INSURER, under the United States Constitution, the Florida Constitution, Title VII of the

Civil Rights Acts of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1983, § 1985, § 1988, the Age Discrimination in Employment Act (ADEA), the Florida Human Rights Act, the Florida Civil Rights Act of 1992 (§§ 760.01-760.11 and 509.092, Fla. Stat.), the Americans with Disabilities Act (42 U.S.C. § 12132 *et. seq.*), the Family Medical Leave Act, the Fair Labor Standards Act, the Florida Whistle Blower Act (§ 112.3187 *et. seq.* Fla. Statutes), the Florida Workers' Compensation Act, Chapter 112, Fla. Stat. and Chapter 119, Fla. Stat., including attorney's fees or costs, or any other state, federal or administrative rule, statute, ordinance or law of any nature relating to employment, including any and all Charges of Discrimination to be filed with or pending with the Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations and/or any and all other applicable commissions or agencies that receive and investigate charges of discrimination not specifically named herein.

#### **NON-ADMISSION OF LIABILITY**

This General Release of All Claims shall not be construed as an admission of liability or responsibility by DEFENDANT or its INSURER, but is rather a compromise settlement designed to avoid further litigation and attendant costs. DEFENDANT and INSURER specifically deny liability for the claims brought by PLAINTIFF, deny all allegations of the PLAINTIFF, and deny any wrongdoing whatsoever.

PLAINTIFF acknowledges and agrees that this is a General Release of All Claims. PLAINTIFF expressly waives and assumes the risk of any and all claims for damages which exist as of this date, of which PLAINTIFF does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would

materially affect PLAINTIFF'S decision to enter into this settlement and provide this General Release. PLAINTIFF further agrees that she has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. PLAINTIFF assumes the risk that the facts or law may be other than what PLAINTIFF believes.

The undersigned further warrant that no promise or inducement not herein expressed has been made, that payment of the above mentioned sum is in full compromise settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that this Release is given in good faith and discharges DEFENDANT and INSURER, from all liability for contribution to any other alleged tortfeasor; that the undersigned are over 21 years of age, legally competent to execute this Release, have read the contents of this Release, have been adequately represented by counsel of their own choice, and sign this Release with full knowledge and appreciation of its meaning.

#### **ATTORNEYS' FEES**

Each party hereto shall bear all attorneys' fees and costs arising from the action of its own counsel in connection with this matter, the terms of this settlement agreement, the matters and documents referenced herein, the filing of a dismissal of the Complaint, and all related matters.

DEFENDANT agrees to pay all costs of mediation.

#### **DISMISSAL DROPPING SETTLING PARTIES AS DEFENDANT**

Following receipt of settlement funds and execution of this release and settlement agreement, counsel for PLAINTIFF has, or will, in the immediate future, deliver to counsel

for the DEFENDANT an executed dismissal with prejudice of the DEFENDANT as a party to the pending action. The PLAINTIFF has authorized PLAINTIFF'S counsel to execute the dismissal on her behalf and hereby authorizes counsel for the DEFENDANT to file the dismissal with the court and enter it as a matter of record. The court shall retain jurisdiction over any remaining parties for the enforcement of the terms of this settlement.

### **MEDICARE**

To the extent required by law, PLAINTIFF and its counsel agree to comply with 42 U.S.C. Section 1395(y) and 42 C.F.R. Section 411.25 (hereinafter the Medicare Secondary Payer Statute) should PLAINTIFF qualify under the terms of said statute as a Medicare beneficiary or Medicare eligible. PLAINTIFF and their counsel understand that their failure to adhere to the Medicare Secondary Payer Statute could result in liability to the DEFENDANT and its INSURER and therefore, PLAINTIFF agree in consideration for the settlement, to defend, hold harmless and indemnify the DEFENDANT and its INSURER should PLAINTIFF or PLAINTIFF'S counsel violate any conditions applicable under the Medicare Secondary Payer Statute which results in either a suit or claim by CMS (Centers for Medicare & Medicaid Services) or any Medicare Part C MAO (Medicare Advantage Organization) for the payment of any lien, interest, penalties, fines, or further lien reimbursement.

### **NON-DISPARAGEMENT**

Each Party agrees that he/she/it shall not publish any disparagement of any other Party. For purposes of this Section, "disparagement" shall include, but not be limited to, any false statement, whether written or oral.

## **INDEMNITY AND HOLD HARMLESS AGREEMENT**

It is further agreed and understood that the undersigned will protect, indemnify and save harmless the DEFENDANT or its INSURER from any claims or demand by any person, firm or corporation for expenses related to the incident giving rise to this claim, including, but not limited to, the Federal government, Medicare, Medicaid, insurance companies, physicians, health care institutions, and any attorneys previously employed by the undersigned. The undersigned acknowledges that all such claims will be satisfied by the Plaintiff.

## **GOVERNING LAW**

The parties hereto agree that the law of the State of Florida shall govern this agreement in all respects.

## **ENFORCEABILITY OF AGREEMENT**

If any provision of this General Release of All Claims shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Release of All Claims, and this agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

## **PLEASE READ THIS DOCUMENT CAREFULLY**

PLAINTIFF acknowledges that she has executed this General Release of All Claims voluntarily after having the opportunity to obtain advice of and consult with counsel, and that she is not executing this document under coercion or distress of any kind whatsoever.

The undersigned acknowledges that she has read this release and understands the terms outlined herein.

IN WITNESS WHEREOF, the undersigned hereby sets her hands and seal to this General Release of All Claims this 15 day of May, 2026.

Signed, sealed and delivered in

The presence of:

Bernica Walker

Kristen Collora

[Signature] also known as  
SAMANTHA WHITFIELD Samantha Ruiz

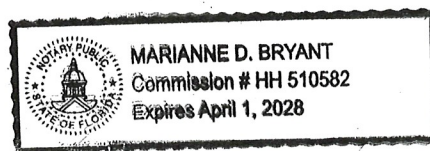
STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of physical presence of **SAMANTHA WHITFIELD**, who is personally known to me or who have produced \_\_\_\_\_ as identification, and who did/did not take an oath or  online notarization this 15<sup>th</sup> day of May, 2026.

[Signature: Marianne D. Bryant]  
\_\_\_\_\_  
Print \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: **Adam Mengel** Digitally signed by Adam Mengel  
Date: 2026.05.18 16:29:33 -04'00'

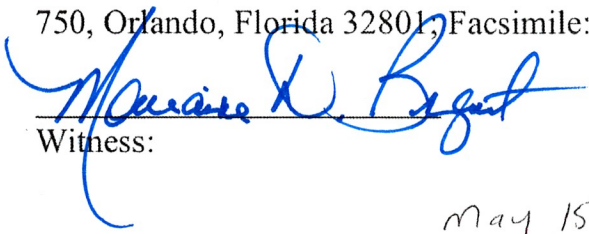
ADAM MENGEL  
COUNTY ADMINISTRATOR

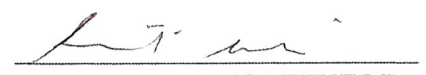
Date: 5/18/2026

**MUTUAL ACKNOWLEDGMENT**

PLAINTIFF was informed on May 15<sup>th</sup>, 2026 that she would be entitled to consider this proposed Agreement for twenty-one (21) days. In addition, she was encouraged to review the Agreement during that period with anyone of his choosing, including an attorney. She has had the opportunity to fully review the Agreement, and acknowledges that she fully understands the terms contained in the Agreement and has voluntarily chosen to execute the Agreement prior to the expiration of this twenty-one (21) day consideration period.

She further acknowledges that he was told on the 15<sup>th</sup> day of May, 2026, that once he executed the Agreement, she could revoke it at any time during the seven (7) calendar days following his execution of the Agreement. She fully understands that this Agreement will not be effective until the seven (7) calendar day revocation period has expired. She also acknowledges that if for any reason she chooses to revoke this Agreement in these next seven (7) calendar days, she will do so in writing by sending such a revocation, by U.S. Mail or Facsimile, to: PAUSHA TAGHDIRI, ESQ., ROPER, TOWNSEND & SUTPHEN, P.A., 255 S. Orange Avenue, Suite 750, Orlando, Florida 32801, Facsimile: (407) 897-3332.

  
Witness:

  
SAMANTHA WHITFIELD

May 15, 2026

Date