



AGENDA
FERNANDINA BEACH CITY COMMISSION
SPECIAL MEETING
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034
FEBRUARY 3, 2016
3:30 PM

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF SETTLEMENT AGREEMENT

RESOLUTION 2016-14 APPROVING THE SETTLEMENT AGREEMENT IN THE CASE OF ROBIN JOY MARLEY V. CITY OF FERNANDINA BEACH; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Settlement Agreement with Robin Joy Marley.*

Documents: [Resolution 2016-14.pdf](#)

5. PUBLIC COMMENT

6. ADJOURNMENT

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT:

Resolution 2016-14

Settlement of Lawsuit Filed by Robin J. Marley

ITEM TYPE:

- Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION:

Approve Resolution 2016-14

SYNOPSIS: On December 1, 2014, the City was served with a lawsuit in which Robin Marley alleged violations of the Florida "Whistle-blower's Act of 1986," Section 112.3187, Fla. Stats.

PGIT, the City's insurer has agreed to settlement and will pay the amount of \$300,000 directly to Mrs. Marley's attorney. The City has paid a deductible of \$2,500 for this claim. In addition, the City will reinstate Mrs. Marley to the position of Human Resources Director, pay Mrs. Marley's back pay in the amount of \$102,185.91 and lost benefits in an amount up to \$6,117.19 based upon documentation and calculations that will be done after Mrs. Marley is reinstated. Regarding reinstatement, Mrs. Marley has signed an employment agreement with City Manager, Dale Martin which states that if the City terminates Mrs. Marley's employment prior to March 23, 2020 (Mrs. Marley's retirement date), the termination cannot be arbitrary or capricious.

FISCAL IMPACT: This settlement and reinstatement were not anticipated in the FY 2015/2016 budget. As a result, a budget amendment increasing the Human Resources Department's personnel costs (Salaries, FICA, Health Insurance, Retirement, Workers Comp and Life Insurance accounts) and other costs such as Training will be required. The total amount of the budget amendment is in the \$200,000 - \$225,000 range. The City budget currently has \$114,000 available in the General Fund Contingency account. Any amounts in excess of \$114,000 will need to come from General Fund Reserves.

2015 STRATEGIC PRIORITIES:

- Waterfront Funding (Priority 1) Fire Department (Priority 1)
 8th Street (Priority 1) Department Goals (Priority 1)
 Trolley System (Priority 2) Beach Renourishment (Priority 2)
 4 Year Terms (Priority 2) 8th Street Entrance (Priority 2)
 Waterfront Park- Lot B (Priority 3)

CITY ATTORNEY COMMENTS: See Synopsis.

CITY MANAGER RECOMMENDATION(S):

I recommend approval of Resolution 2016-14 *DLM*

DEPARTMENT DIRECTOR

Submitted by: Tammi E. Bach,
City Attorney

Date: 02/02/16

CONTROLLER

Approved as to Budget Compliance *TEB*

Date: 02/02/16

CITY ATTORNEY

Approved as to Form and Legality *TEB*

Date: 02/02/16

CITY MANAGER

Approved Agenda Item for 02/03/16 *DLM*

Date: 02/02/16

COMMISSION ACTION:

- Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA APPROVING THE SETTLEMENT AGREEMENT IN THE CASE OF ROBIN JOY MARLEY V. CITY OF FERNANDINA BEACH; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 1, 2014, the City of Fernandina Beach was served with a lawsuit from, Robin Joy Marley v. City of Fernandina Beach, Fourth Judicial Circuit Court Case No. 14-CA-000504; and

WHEREAS, PGIT, the City's insurer, has requested that the City Commission approve a Settlement Agreement with Robin Joy Marley which includes Mrs. Marley's reinstatement to the position of Human Resources Director, \$300,000 to be paid by PGIT and back pay and benefits in the amount of \$102,185.91 and up to \$6,117.19 in benefits paid by City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that:

SECTION 1. The City Commission hereby approves the Settlement Agreement and General Release in the case of Robin Joy Marley v. City of Fernandina Beach having Case No. 14-CA-000504, attached hereto as Exhibit "A", and authorizes the City Manager and City Clerk to execute all documents pertaining to such settlement after review and approval by the City Attorney.

SECTION 2. This Resolution shall be effective immediately upon passage.

ADOPTED this 3rd day of February, 2016.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (the "Agreement") is entered into by and between the CITY OF FERNANDINA BEACH and all its present, past, and future officials, officers, employees, insurers, attorneys, representatives and agents, and all their heirs, successors, and assigns (referred to herein as "EMPLOYER") and ROBIN JOY MARLEY and all her successors, heirs, and assigns (referred to herein as "EMPLOYEE").

WHEREAS, EMPLOYEE formerly was employed by EMPLOYER as Human Resources Director until her termination from employment on October 30, 2014.

WHEREAS, EMPLOYEE filed against EMPLOYER that certain lawsuit styled Robin Marley v. City of Fernandina Beach, Case No. 14-CA-000504, Fourth Judicial Circuit in and for Nassau County, Florida (referred to herein as the "Lawsuit"); and

WHEREAS, EMPLOYEE and EMPLOYER desire, by this Agreement, to avoid the uncertainties and burdens of further litigation, and, instead, to resolve and settle all actual or possible disputes between them, according to the terms set forth herein; and

WHEREAS, the Parties have agreed that EMPLOYEE and the City Manager shall enter into an Employment Agreement and that this Agreement is contingent upon their entry into the Employment Agreement; and

WHEREAS, neither EMPLOYEE nor EMPLOYER hereby admits liability or any wrongdoing whatsoever, but both instead deny the same.

NOW, THEREFORE, EMPLOYEE and EMPLOYER, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. **Representations**. EMPLOYEE and EMPLOYER acknowledge that the statements set forth above are true and correct and adopt them as if fully set forth here.

2. **Dismissal of Lawsuit**. EMPLOYEE agrees that she will immediately direct her attorney to join with the City in filing a motion with an Agreed Order for dismissal with prejudice of her lawsuit, such motion to be filed upon execution of this Agreement by both Parties. The Agreed Order will, among other things, require that EMPLOYEE be reinstated to EMPLOYER's General Employees Pension Plan without any break in service or loss of service credit attributable to her period of termination. EMPLOYEE and EMPLOYER agree to fulfill any requirements of the Pension Plan administrator or Board of Trustees in order to effect this reinstatement. The Parties understand and agree that this Agreement is contingent upon the Court's granting of the motion and entry of the Order and that if the motion is not granted and the Order not entered, the Agreement shall not take effect.

3. Consideration. In consideration of the promises made and obligations undertaken by EMPLOYEE and EMPLOYER herein, including, but not limited to, the release of all claims by EMPLOYEE against EMPLOYER, the Parties agree as follows:

a. EMPLOYEE shall be reinstated to her position as Human Resources Director of EMPLOYER effective as of the later of the Effective Date (as herein defined) of this Agreement or February 15, 2016. EMPLOYEE shall return to duty at 9 a.m. on March 1, 2016. Between the Effective Date and March 1, 2016, EMPLOYEE will be maintained in a no-pay status, although EMPLOYEE shall be permitted to use any accumulated PTO during that period if she so elects.

b. EMPLOYER shall reinstate all unused sick leave and Paid Time Off ("PTO") and personal holidays that EMPLOYEE had accrued at the time of her termination and shall credit her leave accounts with the leave she would have accumulated had she been employed from the date of her termination to the date of her reinstatement.

c. EMPLOYER shall pay EMPLOYEE back pay and benefits from the date of her termination to the date of her reinstatement in the amount of \$102,185.91 for back pay and up to \$ 6,117.19 in lost benefits from the date of termination through the date of reinstatement.¹ EMPLOYEE shall not suffer any loss of time in service for any purpose attributable to the period between her termination and her reinstatement.

d. Prior to March 1, EMPLOYEE and officials of EMPLOYER shall schedule a transition meeting at a mutually convenient time to discuss and prepare for EMPLOYEE's reinstatement.

e. EMPLOYER shall pay to EMPLOYEE the sum of \$300,000.00. Such sum shall be delivered in a check made payable to T.A. Delegal Trust Account. No taxes or other deductions shall be withheld from this amount, which shall be reported to the IRS on a Form 1099. The check shall be delivered within 10 days of the Effective Date of this Agreement.

4. Taxes. EMPLOYEE and/or her attorneys are responsible for all applicable taxes relating to the \$300,000.00 payment. Should it be determined that taxes should have been withheld or paid on the payment, EMPLOYEE and/or her attorneys shall be solely responsible for paying the taxes on their respective shares of such payment and will indemnify EMPLOYER for any and all payments, including interest or penalties, it is required to make. Regular payroll tax deductions and all applicable other deductions and withholdings will be made from the back pay amount and reported to the IRS on a Form W-2.

¹ As of the date of signing this Agreement, the parties are attempting to verify the exact amount of benefits due, and agree to reasonably calculate the exact amount. The calculation shall be based on an evaluation of the costs (professional dues, educational costs, increased insurance costs, and medical expenses) that Employee incurred between her termination and reinstatement, which would not have been incurred if she had continued to be employed by Employer.

6. Release and Waiver of Claims. In exchange for the consideration recited above and for the other provisions of this Agreement, EMPLOYEE irrevocably, knowingly, and voluntarily releases, waives, and forever discharges any and all claims, demands, actions, causes of action, charges, and/or disputes of any kind, whether known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which she has, had, or may now have against EMPLOYER, whether based in tort, contract, statute, or on any other basis. The disputes released include, but are not limited to, claims under:

The U.S. Civil Rights Act of 1964, as amended;
Sections 1981 through 1988 of Title 42 of the U.S. Code;
The Constitutions of the United States and of Florida;
Any state or federal whistleblower statutes;
The Internal Revenue Code;
COBRA;
GINA;
USERRA;
The Americans With Disabilities Act of 1990;
The Florida Civil Rights Act;
Chapter 440, Florida Statutes;
Chapter 448, Florida Statutes;
Chapter 447, Florida Statutes;
The U.S. Equal Pay Act;
The Family and Medical Leave Act;
The National Labor Relations Act;
The Age Discrimination in Employment Act;
The Florida Public Sector Whistle-blower Act;
Any other federal, state, or local law, regulation, or ordinance, without limitation.

The Parties acknowledge that the list above is illustrative and not exhaustive and that the release provision of this Agreement is intended to be construed as broadly as possible to cover any and all claims EMPLOYEE has, had, or may now have against EMPLOYER. EMPLOYEE acknowledges that she may later discover facts in addition to or different from those she now knows or believes to be true with respect to the subject matter of this Agreement. She agrees that such discovery shall not affect this Agreement, that she assumes the risk of such discovery, and that this Agreement shall remain in full force and effect and shall not be subject to rescission by reason of such discovery or difference in facts. EMPLOYEE acknowledges that she is waiving not only her right to recover money or obtain other relief based on the claims released herein, but she is also waiving her rights to recover money or obtain other relief based on any action that might be brought by any other person or entity. EMPLOYEE hereby represents that she has been fully paid all wages to which she is entitled, including, but not limited to overtime payments, if any. The Parties agree and understand that this Agreement does not affect EMPLOYEE's right to file a charge or participate in the investigation of a charge by the EEOC or similar fair employment practices agency and that this Agreement is not intended to and does not interfere with the enforcement authority of such agency. This Agreement is not intended to and does not waive or seek to waive any claim or cause of action as to which waiver is prohibited by applicable law. EMPLOYEE conclusively represents that she has been paid all

wages and compensation of whatever kind and at whatever rate to which she is entitled, other than as expressly provided for herein.

7. No Lawsuits or Claims. EMPLOYEE agrees not to institute or have instituted on her behalf any lawsuit, charge, or claim of any kind against the other based on the claims she is waiving in this Agreement. EMPLOYEE represents that she does not now have pending any lawsuit, charge, or claim of any kind against EMPLOYER. If it is determined that EMPLOYEE does have any pending claim of any kind against EMPLOYER, EMPLOYEE agrees to immediately withdraw or dismiss such claim with prejudice.

8. Older Workers Benefits Protection Act/ADEA.

a. EMPLOYEE agrees and represents that this Agreement is written in understandable language and that she does actually understand this Agreement.

b. This Agreement is intended to and does waive rights under the Age Discrimination in Employment Act, as amended, and the Older Workers Benefits Protection Act.

c. This Agreement does not waive any rights arising after the date the Agreement is executed.

d. Consideration received by EMPLOYEE pursuant to this Agreement is in addition to anything of value to which she already is entitled.

e. EMPLOYEE has been and is hereby advised in writing to consult an attorney prior to executing this Agreement and represents that she has actually consulted her attorney.

f. EMPLOYEE has had ample time of at least 21 days in which to consider this Agreement.

g. EMPLOYEE may revoke this Agreement within seven days of the execution of the Agreement (the "Revocation Period") by her. In order to make an effective revocation, EMPLOYEE must deliver a written notice of revocation to City Attorney Tammi Bach, City of Fernandina Beach, 204 Ash Street, Fernandina Beach, Florida 32024. The notice must be headed "Notice of Revocation" and must make clear and explicit reference to this Agreement and must state, "I HEREBY REVOKE THE SETTLEMENT AGREEMENT." The notice must be actually received at the address of Ms. Bach no later than 5:00 p.m. on the seventh calendar day following the date that EMPLOYEE executes the Agreement. In computing the Revocation Period, the date of signing shall be excluded and the next seven calendar days shall constitute the Revocation Period. However, should the seventh day fall on a Saturday, Sunday, or state or federal holiday, the end of the Revocation Period shall occur at 5:00 p.m. on the next following business day.

9. Consultation Of Attorney; Adequate Time For Consideration. EMPLOYEE acknowledges and agrees that EMPLOYER has and hereby does encourage her to consult an

independent attorney of her own choosing to counsel her as to the meaning and legal import of this Agreement and all its terms and that she has actually consulted her attorney. EMPLOYEE acknowledges and agrees that she has had ample time of at least 21 days to consider whether to enter into this Agreement and, if she has not used all 21 days, waives whatever portion of that time she has not taken.

10. Effective Date. This Agreement is effective upon the later of the expiration of the Revocation Period (“Effective Date”), provided that an effective revocation has not been made, or February 15, 2016.

11. Severability. If a court of competent jurisdiction declares illegal, invalid, or unenforceable any provision or provisions or part thereof of this Agreement (excepting only Paragraph 6, “Release and Waiver of Claims,” hereof), which provision or provisions cannot be made legal, valid, or enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

12. Disputes. This Agreement shall be governed and construed according to the laws of the State of Florida. The language of the Agreement shall be construed as a whole, according to its plain meaning, and shall not be strictly construed against any party regardless of authorship. In the event that any party to this Agreement institutes legal proceedings in a dispute arising from this Agreement, it is stipulated and agreed that such claim shall be heard by a judge and not a jury in Nassau County, Florida. EMPLOYEE agrees that venue is proper in Nassau County, Florida, and further agrees that she will not challenge or object to said venue. It is agreed that the prevailing party in such a dispute shall be entitled to all its reasonable attorneys’ fees, expenses and costs, including appellate fees and costs.

13. Counterparts; Signatures By Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed one document. Any signature affixed to this Agreement and transmitted by electronic means shall be deemed an original and shall be valid and effective for all purposes.

14. Headings; Singulars And Plurals. Section headings in this Agreement are for convenience only and have no legal effect. As used in this document, the singular includes the plural and the plural includes the singular.

15. Acknowledgment. EMPLOYEE has read, understood, and fully considered this Agreement and all its terms. Both Parties acknowledge and agree that this Agreement is the product of mutual negotiation and compromise between the Parties. Having elected to enter into this Agreement, to fulfill the promises set forth herein and to receive thereby the benefits set forth herein, EMPLOYEE freely and knowingly and after full consideration, enters into this Agreement intending to waive, release, and create a final bar to any and all claims she has, had, or may now have against EMPLOYER from the beginning of the world to the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK]

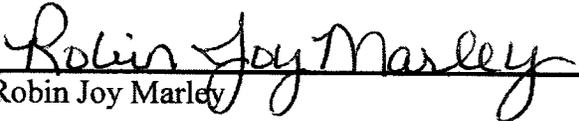
16. Entire Agreement; Modification. This Agreement constitutes the entire agreement between EMPLOYER and EMPLOYEE regarding its subject matter. EMPLOYEE agrees that she has relied on no promises, representations, understandings, or communications of any kind, written or oral, in agreeing to enter this Agreement other than those set forth expressly herein. This Agreement may be modified only by a writing signed by EMPLOYER and EMPLOYEE or their respective successors, assigns, or authorized representatives.

IN WITNESS WHEREOF, EMPLOYEE and EMPLOYER have executed this Agreement and General Release as set forth below.

EMPLOYEE:

EMPLOYER:

CITY OF FERNANDINA BEACH


Robin Joy Marley

By: _____
Dale L. Martin, City Manager

Date

Date

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

HUMAN RESOURCES DIRECTOR EMPLOYMENT AGREEMENT

This HUMAN RESOURCES DIRECTOR EMPLOYMENT AGREEMENT (“Agreement”) is entered into, by and between the City of Fernandina Beach, Florida (“City”), and Robin Joy Marley (“Marley”).

WHEREAS, the City desires to employ Marley and Marley desires to be employed as Human Resources Director according to the terms and conditions set forth herein; and

WHEREAS, the Parties have agreed that EMPLOYEE and EMPLOYER shall enter into a Settlement Agreement and Global Release and that this Agreement is contingent upon their entry into the Settlement Agreement and Global Release.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

Section 1. Employment.

A. The City agrees to and hereby hires Marley and Marley agrees to and hereby accepts employment as Human Resources Director.

B. This Agreement becomes effective February 15, 2016, and shall expire March 23, 2020, unless terminated earlier as set forth herein.

Section 2. Wages and Benefits.

A. Marley shall be paid on a salary basis and shall not be eligible for overtime compensation. Marley’s initial annual salary is \$ \$83,200.42. Marley shall be eligible for adjustments to her salary on the same basis as applied to other Department Directors of the City.

B. Marley shall be eligible for non-salary benefits on the same basis as other Department Directors of the City.

Section 3. Duties.

A. Marley shall have the duties and responsibilities of the position of Human Resources Director as set forth in the City’s Charter, Code of Ordinances, or policies and procedures, all as may be amended from time to time. Marley shall also perform all duties appropriate to the position as may be assigned from time to time by the City Manager.

B. Marley shall devote her full time to her employment by the City and will undertake outside employment or obligations only according to the City’s policies on outside employment and activities applicable to other Department Directors.

Section 4. Termination.

A. Marley may terminate this Agreement and, thereby, her employment, upon two

weeks' written notice. Upon such termination, the City will pay Marley any amounts then due and owing and shall have no further obligation to her, other than those benefits to which she may be entitled under the terms of the benefit plan or applicable law.

B. The City may terminate this Agreement and, thereby, Marley's employment at any time upon written notice, provided, however, that a termination shall not be arbitrary or capricious.

C. Marley may submit a termination to binding arbitration. Time limits set forth herein shall be strictly observed and failure to comply with them shall render the arbitration or its request null and void. Within ten (10) calendar days of such termination, Marley must serve notice on the City Manager that she is electing arbitration. Within the same time period, Marley must request, at her expense, a panel of seven (7) labor arbitrators from the Federal Mediation and Conciliation Service ("FMCS") and serve a copy of the request on the City Manager. Either party may reject one (1) panel and request another, at the requesting party's expense. The parties will select an arbitrator by alternating strikes, with Marley striking first. Alternatively, the parties may designate a mutually agreed arbitrator. The arbitration shall be conducted under the rules of the FMCS and the authority conferred by this Agreement. The arbitrator shall not have authority to change, amend, add to, subtract from, modify or otherwise alter or supplement this Agreement or any part of it. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall confine his or her decision solely to whether the decision to terminate is arbitrable and, if so, whether it was arbitrary or capricious. The arbitrator shall issue his or her award within thirty (30) days of the close of the hearing. The parties shall share equally the arbitrator's fees and costs. Each party shall bear the costs of its representatives and witnesses and of court reporting and transcripts, if it orders the same. Any proceeding to review the arbitrator's decision shall be initiated within fifteen (15) days of the date of the decision.

Section 5. Miscellaneous.

A. This Agreement shall be governed by the law of the State of Florida.

B. This Agreement shall be construed according to its language and not strictly against any Party regardless of authorship.

C. Any dispute arising from this Agreement, other than an arbitration as set forth in Section 4, above, shall be heard by a judge and not a jury in Florida state court in Nassau County, Florida. The Parties agree that such venue is proper and they will not challenge such venue, regardless of convenience.

D. Should a court of competent jurisdiction find any part of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain effective. In that event, the Parties will seek to negotiate a modification of the Agreement to address the part found invalid or unenforceable.

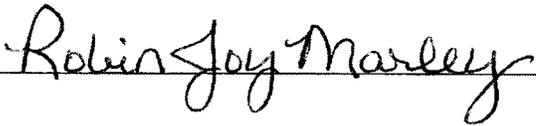
E. This Agreement may be modified only by a writing signed by all Parties.

F. Marley represents that she has fully read, considered, and understands this Agreement and the benefits and obligations conferred by it. Marley represents that she has consulted the attorney of her choice and has been advised on the legal import of this Agreement. Marley enters into this Agreement knowingly, voluntarily, and in full understanding of the obligations she hereby undertakes. The Parties acknowledge that the exchange of promises embodied herein constitute good and sufficient consideration.

CITY OF FERNANDINA BEACH

ROBIN JOY MARLEY

By: 
Dale L. Martin, City Manager



Date: 2/2/2016

Date: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

ATTEST:

By: 
Printed Name: Caroline Best
Title: City Clerk
Date: Feb 2, 2016

Tammi Bach

From: David Miller <dmiller@bmlaw.com>
Sent: Tuesday, February 02, 2016 10:33 AM
To: 'Natalie Bowen'; 'Ed Kron'
Cc: Tammi Bach
Subject: Marley payment instructions

Good morning, Natalie, Ed,

Plaintiff has signed the settlement agreement. The agreement must be approved by the City Commission, which is being scheduled to meet tomorrow afternoon. When approved by the CC, Plaintiff should be paid the \$300,000.00 as follows:

1. Check for \$300,000.00 made payable to "T.A. Delegal Trust Account"
2. Delivered to "Delegal Law Offices, 424 East Monroe Street, Jacksonville, Florida 32202"
3. Delivered within 10 calendar days of approval of the agreement by all parties, i.e., no later than Friday, Feb. 12.

Tammi or I will notify you of the approval of the agreement.

I have previously forwarded to you a form W9 signed by Plaintiff's counsel. Please let me know if you need anything else on this matter.

Thank you for your help and support through this matter. I appreciate it.

David

David Miller

Board-Certified in Labor & Employment Law

Bryant Miller Olive

SunTrust International Center

1 SE 3rd Avenue

Suite 2200

Miami, FL 33131

Telephone: (305) 374-7349

Cell: (305) 790-4404

Fax: (305) 374-0895

dmiller@bmlaw.com

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