

IN UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

JASON MARTIN,

Plaintiff,

v.

UPPER CAPTIVA FIRE PROTECTION  
& RESCUE SERVICE DISTRICT,

Defendant.

Case No. 2:23-cv-00388-JLB-NPM

**PLAINTIFF'S ANSWERS TO COURT'S INTERROGATORIES**

Plaintiff Jason Martin, pursuant to the Court's FLSA Fast Track Scheduling Order (Docket No. 13), responds to the Court's Interrogatories to Plaintiff. With respect to each separately numbered paragraph of the Court's Interrogatories to Plaintiff responds:

**FLSA COURT'S INTERROGATORIES TO PLAINTIFF**

1. During what period of time were you employed by the Defendant?

October 2018 – January 2023

2. Who was your immediate supervisor?

Board of Commissioners.

3. Did you have a regularly scheduled work period? If so, specify.

Two days on and two days off. Each workday was scheduled for twenty-four (24) hours.

4. What was your title or position? Briefly describe your job duties.

Chief of the District. Primarily performed the job duties of a firefighter and paramedic and was contractually required to maintain certifications in those positions. Also handled administrative tasks such as human resources, governmental records compliance, safety, interfaced with government officials, reviewed payroll, and handled recruiting and retention.

5. What was your regular rate of pay?

\$2,692.00 salary (semi-monthly) from August 1, 2018 - September 30, 2018;

\$2,916.67 salary (semi-monthly) from October 1, 2018 - July 15, 2019;

\$3,125.00 salary (semi-monthly) from July 16, 2019 - October 15, 2019;

\$3,218.75 salary (semi-monthly) from October 16, 2019 - March 3, 2020;

\$2,971.15 salary (bi-weekly) from March 4, 2020 - September 29, 2020;

\$2,989.00 salary (bi-weekly) from September 30, 2020 - September 28, 2021; and

\$3,078.65 salary (bi-weekly) from September 29, 2021 - September 13, 2022.

6. What is the nature of your claim (check all that apply)?

Off the clock work (Defendant failed to record, or prohibited you from recording, all of your working time;

Misclassification (Defendant mistakenly classified you as exempt from overtime);

Miscalculation (Defendant failed to correctly calculate your compensation);

Other (Please describe):

7. Provide an accounting of your claim, including:

(a) dates

(b) regular hours worked

- (c) over-time hours worked
- (d) pay received versus pay claimed
- (e) total amount claimed

See the attached and fully incorporated spreadsheet (**Exhibit A**) which sets forth the accounting of Plaintiff's unpaid overtime wages applying both the two (2) and three (3) year limitation periods under the FLSA.

This overtime calculation is based upon information currently available to Plaintiff, i.e., the time and pay records produced by Defendant pursuant to the FLSA Fast Track Scheduling Order. Based upon this information, Plaintiff's unpaid overtime wages total \$81,923.75. Plaintiff reserves the right to amend this answer to the extent discovery reveals additional information which necessitates revisiting the current overtime calculation.

In addition to the underlying unpaid overtime wages, Plaintiff seeks an additional equal amount in the way of statutory liquidated damages plus reasonable attorneys' fees and costs.

8. If you have brought this case as a collective action:

- (a) Describe the class of employees you seek to include in this action.

Not Applicable.

- (b) Has an opt-in notice been filed for every potential opt-in Plaintiff who has identified himself or herself as a person who wishes to join this action?

Not Applicable.

9. Specify all attorney's fees and costs incurred to date. With respect to attorney's fees, please provide the hourly rate(s) sought and the number of hours expended by each person who has billed time to this case.

Attorney R. Michael Pierro, Jr., has expended 11.2 hours at an hourly rate of \$425.00; and Paralegal Tracy Carnevalini has expended 11.6

hours at an hourly rate of \$150.00. Total attorney and paralegal fees to date are \$6,457.50.

Total costs are currently \$474.60 consisting of \$402.00 for the court filing fee and issuance of the summonses, \$65.00 for service of process, and \$7.60 for postage incurred in delivery of the initial demand letter.

10. When did you (or your attorney) first complain to your employer about alleged violations of the FLSA?

May 22, 2023

11. Was this complaint written or oral? (If a written complaint, attach a copy).

Counsel for Plaintiff sent the Defendants a demand letter with a draft complaint enclosed (**Exhibit B**).

12. What was your employer's response? (If a written response, attach a copy).

Defendant did not respond to Plaintiff's Demand Letter.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

09 / 16 / 2023



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Date

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JASON MARTIN

**EXHIBIT A**

Pay Period Start	Pay Period End	Hours	Salary	OT HOURS PAID	OT PAID	Regular Pay	Notes	1.5x (using 40 Hours)		
								OT Hours	OT Rate	OT Owed
5/27/2020	6/9/2020	192.00	\$ 2,971.15			\$ 2,971.15		86	\$ 55.71	\$ 4,790.98
6/10/2020	6/23/2020	192.00	\$ 2,971.15	24.00	\$ 1,337.04	\$ 2,971.15	*Covid overtime	86	\$ 55.71	\$ 4,790.98
6/24/2020	7/7/2020	168.00	\$ 2,971.15	24.00	\$ 1,337.04	\$ 2,971.15	*Covid overtime; *paid holiday pay	62	\$ 55.71	\$ 3,453.96
7/8/2020	7/21/2020	150.00	\$ 2,971.15			\$ 2,971.15		44	\$ 55.71	\$ 2,451.20
7/22/2020	8/4/2020	144.00	\$ 2,971.15			\$ 2,971.15		38	\$ 55.71	\$ 2,116.94
8/5/2020	8/18/2020	126.00	\$ 2,971.15	54.00	\$ 1,180.44	\$ 2,971.15	*Covid overtime; Hourly-Chief extra days	20	\$ 55.71	\$ 1,114.18
8/19/2020	9/1/2020	56.00	\$ 2,971.15			\$ 2,971.15				
9/2/2020	9/15/2020	144.00	\$ 2,971.15			\$ 2,971.15		38	\$ 55.71	\$ 2,116.94
9/16/2020	9/29/2020	96.00	\$ 2,971.15			\$ 2,971.15				
9/30/2020	10/13/2020	120.00	\$ 2,989.00			\$ 2,989.00		14	\$ 56.04	\$ 784.61
10/14/2020	10/27/2020	192.00	\$ 2,989.00			\$ 2,989.00		86	\$ 56.04	\$ 4,819.76
10/28/2020	11/10/2020	144.00	\$ 2,989.00	24.00	\$ 1,344.96	\$ 2,989.00		38	\$ 56.04	\$ 2,129.66
11/11/2020	11/24/2020	144.00	\$ 2,989.00			\$ 2,989.00		38	\$ 56.04	\$ 2,129.66
11/25/2020	12/8/2020	168.00	\$ 2,989.00	24.00	\$ 391.68	\$ 2,989.00	*Hourly-Chief extra days; *paid holiday pay	62	\$ 56.04	\$ 3,474.71
12/9/2020	12/22/2020	48.00	\$ 2,989.00			\$ 2,989.00				
12/23/2020	1/5/2021	168.00	\$ 2,989.00	48.00	\$ 1,031.52	\$ 2,989.00	*Hourly-Chief extra days; *paid holiday pay	62	\$ 56.04	\$ 3,474.71
1/6/2021	1/19/2021	144.00	\$ 2,989.00			\$ 2,989.00		38	\$ 56.04	\$ 2,129.66
1/20/2021	2/2/2021	80.00	\$ 2,989.00			\$ 2,989.00				
2/3/2021	2/16/2021	144.00	\$ 2,989.00			\$ 2,989.00		38	\$ 56.04	\$ 2,129.66
2/17/2021	3/2/2021	144.00	\$ 2,989.00			\$ 2,989.00		38	\$ 56.04	\$ 2,129.66
3/3/2021	3/16/2021	96.00	\$ 2,989.00			\$ 2,989.00				
3/17/2021	3/30/2021	72.00	\$ 2,989.00			\$ 2,989.00				
3/31/2021	4/13/2021	144.00	\$ 2,989.00			\$ 2,989.00		38	\$ 56.04	\$ 2,129.66
4/14/2021	4/27/2021	144.00	\$ 2,989.00			\$ 2,989.00		38	\$ 56.04	\$ 2,129.66
4/28/2021	5/11/2021	168.00	\$ 2,989.00	24.00	\$ 395.52	\$ 2,989.00	*hourly-Chief extra days	62	\$ 56.04	\$ 3,474.71
5/12/2021	5/25/2021	168.00	\$ 2,989.00	24.00	\$ 391.68	\$ 2,989.00	*hourly-Chief extra days	62	\$ 56.04	\$ 3,474.71
5/26/2021	6/8/2021	168.00	\$ 2,989.00	48.00	\$ 933.12	\$ 2,989.00	*hourly-Chief extra days	62	\$ 56.04	\$ 3,474.71

Pay Period Start	Pay Period End	Hours	Salary	OT HOURS PAID	OT PAID	Regular Pay	Notes	1.5x (using 40 Hours)		
								OT Hours	OT Rate	OT Owed
6/9/2021	6/22/2021	120.00	\$ 2,989.00	72.00	\$ 1,488.88	\$ 2,989.00	*hourly-Chief extra days	14	\$ 56.04	\$ 784.61
6/23/2021	7/6/2021	144.00	\$ 2,989.00	24.00	\$ 515.76	\$ 2,989.00	*Hourly-Chief extra days; *paid holiday pay	38	\$ 56.04	\$ 2,129.66
7/7/2021	7/20/2021	144.00	\$ 2,989.00	24.00	\$ 777.12	\$ 2,989.00	*hourly-Chief extra days	38	\$ 56.04	\$ 2,129.66
7/21/2021	8/3/2021	120.00	\$ 2,989.00	24.00	\$ 466.56	\$ 2,989.00	*hourly-Chief extra days	14	\$ 56.04	\$ 784.61
8/4/2021	8/17/2021	168.00	\$ 2,989.00	24.00	\$ 777.12	\$ 2,989.00	*hourly-Chief extra days	62	\$ 56.04	\$ 3,474.71
8/18/2021	8/31/2021	144.00	\$ 2,989.00	24.00	\$ 777.12	\$ 2,989.00	*hourly-Chief extra days	38	\$ 56.04	\$ 2,129.66
9/1/2021	9/14/2021	192.00	\$ 2,989.00	48.00	\$ 1,031.52	\$ 2,989.00		86	\$ 56.04	\$ 4,819.76
9/15/2021	9/28/2021	90.00	\$ 2,989.00			\$ 2,989.00				
9/29/2021	10/12/2021	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
10/13/2021	10/26/2021	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
10/27/2021	11/9/2021	96.00	\$ 3,078.65			\$ 3,078.65				
11/10/2021	11/23/2021	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
11/24/2021	12/7/2021	144.00	\$ 3,078.65			\$ 3,078.65	*paid holiday pay	38	\$ 57.72	\$ 2,193.54
12/8/2021	12/21/2021	96.00	\$ 3,078.65			\$ 3,078.65				
12/22/2021	1/4/2022	120.00	\$ 3,078.65			\$ 3,078.65	*paid holiday pay	14	\$ 57.72	\$ 808.15
1/5/2022	1/18/2022	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
1/19/2022	2/1/2022	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
2/2/2022	2/15/2022	132.00	\$ 3,078.65			\$ 3,078.65		26	\$ 57.72	\$ 1,500.84
2/16/2022	3/1/2022	60.00	\$ 3,078.65			\$ 3,078.65				
3/2/2022	3/15/2022	144.00	\$ 3,078.65			\$ 3,078.65		38	\$ 57.72	\$ 2,193.54
3/16/2022	3/29/2022	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
3/30/2022	4/12/2022	144.00	\$ 3,078.65			\$ 3,078.65		38	\$ 57.72	\$ 2,193.54
4/13/2022	4/26/2022	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
4/27/2022	5/10/2022	**	\$ 3,078.65			\$ 3,078.65				
5/11/2022	5/24/2022	48.00	\$ 3,078.65			\$ 3,078.65				
5/25/2022	6/7/2022	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
6/8/2022	6/21/2022	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
6/22/2022	7/5/2022	120.00	\$ 3,078.65			\$ 3,078.65	*paid holiday pay	14	\$ 57.72	\$ 808.15

Pay Period Start	Pay Period End	Hours	Salary	OT HOURS PAID	OT PAID	Regular Pay	Notes	1.5x (using 40 Hours)		
								OT Hours	OT Rate	OT Owed
7/6/2022	7/19/2022	120.00	\$ 3,078.65			\$ 3,078.65		14	\$ 57.72	\$ 808.15
7/20/2022	8/2/2022	144.00	\$ 3,078.65	24.00	\$ 1,385.28	\$ 3,078.65		38	\$ 57.72	\$ 2,193.54
8/3/2022	8/16/2022	96.00	\$ 3,078.65			\$ 3,078.65				
8/17/2022	8/30/2022	112.00	\$ 3,078.65			\$ 3,078.65		6	\$ 57.72	\$ 346.35
8/31/2022	9/13/2022	150.00	\$ 3,078.65	6.00	\$ 346.32	\$ 3,078.65	*OT not paid with 9/13/22 payroll, paid on separate 9/15/22 payroll	44	\$ 57.72	\$ 2,539.89
3 Year OT Paid \$ 15,908.68 2 Year OT Paid \$ 8,498.80								3-year	<b>Base</b>	\$ 81,923.75
									<b>Liquidated</b>	\$ 81,923.75
									<b>Total</b>	\$ 163,847.50
** Do not have hours worked for this pay period.								2-year	<b>Base</b>	\$ 34,087.58
									<b>Liquidated</b>	\$ 34,087.58
									<b>Total</b>	\$ 68,175.15
								3 year hours		1736
								2 year hours		748

R. MICHAEL PIERRO, JR.  
EMPLOYMENT LAWYER & MEDIATOR  
[mike@flemploymentlaw.com](mailto:mike@flemploymentlaw.com)  
Direct: 727.201.2573

# CALCIANO PIERRO

BRIAN CALCIANO  
BUSINESS & EMPLOYMENT LAWYER  
[brian@flemploymentlaw.com](mailto:brian@flemploymentlaw.com)  
Direct: 727.202.4516

May 22, 2023

**Via Email and Priority Mail**

Duncan Rosen, Chair  
Upper Captiva Fire Protection & Rescue Service District  
PO Box 322  
Pineland, FL 33945  
[duncan@uppercaptivafire.org](mailto:duncan@uppercaptivafire.org)

Re: *Jason Martin v. Upper Captiva Fire Protection & Rescue Service District*  
Unpaid Overtime  
File No. CP01216

Dear Mr. Rosen:

Please be advised that this office and the undersigned have been retained to represent Mr. Jason Martin in his claim for unpaid overtime against Upper Captiva Fire Protection & Rescue Service District (“the District”).

The District violated the overtime pay provisions of the Fair Labor Standards Act (29 U.S.C. § 203) (“FLSA”) with respect to its compensation of Mr. Martin. Enclosed is a draft federal lawsuit detailing the facts of his claim against the District.

Pursuant to applicable FLSA implementing regulations, Mr. Martin was entitled to payment of overtime compensation at 1½ times his effective hourly rate for each hour worked in excess of 53 in a workweek. During the period commencing with his employment start date and ending on or about October 1, 2022, Mr. Martin worked in excess of 80 hours in most workweeks. It is my understanding that the District possesses records which document Mr. Martin’s weekly work hours throughout his employment.

Under the FLSA, my client is entitled to recover not only the underlying unpaid overtime wages, but also an equal amount in the way of statutory liquidated damages plus reasonable attorneys’ fees.

It is certainly my hope this matter can be resolved without the need for further escalation. To that end, and to allow for good faith settlement discussions, I have enclosed a proposed agreement to toll the applicable statute of limitations (“Tolling Agreement”). Please have the Tolling Agreement executed by an authorized representative of the District and returned to me **no later than Friday, May 26, 2023.**

I would also appreciate production of the above-referenced time records to facilitate a calculation of Mr. Martin’s total unpaid overtime compensation. If you require a more formal public records request for these documents pursuant to Chapter 119, please advise.



*Jason Martin v. Upper Captiva Fire Protection & Rescue Service District*

May 22, 2023

Page 2

If the executed Tolling Agreement is not timely returned, I will assume there is no interest in resolving this matter and I will immediately initiate legal proceedings on Mr. Martin's behalf.

Thank you for your attention. I look forward to hearing from you soon.

Sincerely,

*s/ R. Michael Pierro, Jr.*

R. Michael Pierro, Jr.

RMP/tac

Enclosures (*Draft Federal Complaint & Proposed Tolling Agreement*)

cc: Mr. Jason Martin

**Via Email Only**

Van Hammon, Vice Chair [*Van Hammond@uppercaptivafire.org*]

William Fry, Secretary/Treasurer [*Bill.Fy@uppercaptivafire.org*]

Williams Byrnes, Commissioner [*byrnes4551@gmail.com*]

Michael Filipeczak, Commissioner [*mkffireboard@gmail.com*]

IN UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

JASON MARTIN,

Plaintiff,

v.

UPPER CAPTIVA FIRE PROTECTION  
& RESCUE SERVICE DISTRICT,

Defendant.

Case No. **DRAFT**

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff JASON MARTIN (“Plaintiff” or “Martin”) sues Defendant, UPPER CAPTIVA FIRE PROTECTION & RESCUE SERVICE DISTRICT, (“Defendant” or “the District”), and states as follows:

**CAUSES OF ACTION**

1. This is an action brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et. seq.* (FLSA).

**PARTIES**

2. Plaintiff is an individual who currently resides in Lee County, Florida.

3. Defendant UPPER CAPTIVA FIRE PROTECTION & RESCUE SERVICE DISTRICT is a district whose purpose is to establish and maintain fire suppression and control services, provide emergency medical services and rescue response services business and is located in Lee County, Florida.

## **JURISDICTION AND VENUE**

4. Subject matter Jurisdiction is proper in this Court under 28 U.S.C. §§ 1331 and 29 U.S.C. §216 (b) because this action involves a federal question under the Fair Labor Standards Act.

5. Personal jurisdiction and venue are proper in the United States District Court for the Middle District of Florida because at all times material, Defendant conducted its business in, and significant events giving rise to Plaintiff's claims occurred within the Florida counties comprising the U.S. District Court, Middle District of Florida.

6. Venue is proper in the Fort Myers Division under Local Rule 1.04 because the action accrued in Lee County, Florida over which the Fort Myers Division has jurisdiction.

## **GENERAL ALLEGATIONS**

7. Defendant, as a public agency, is an “employer” within the meaning of 29 U.S.C. Section 203 and therefore is a covered employer subject to the wage and hour requirements of the FLSA including the payment of overtime compensation to non-exempt employees.

8. At all times material to this action, Defendant employed five (5) or more individuals who performed fire protection activities.

9. Plaintiff was formerly employed by Defendant as Chief of the District from October 2018 until January 2023.

10. Despite his job title, Plaintiff primarily performed the job duties of a firefighter and paramedic and was contractually required to maintain his certifications in those positions.

11. As such, at all times material hereto, Plaintiff was an FLSA non-exempt employee of Defendant. (29 C.F.R. Section 541.3(b)).

12. Defendant was required under the FLSA to pay Plaintiff one and one half (1½) times his effective hourly rate for each hour worked over 53 hours in a workweek or 212 hours in 28 days.

13. Plaintiff routinely worked in excess of 53 hours in a workweek and/or 212 hours in 28 days.

14. In fact, it is reasonably estimated that Plaintiff regularly worked in excess of 80 hours in most workweeks.

15. Nevertheless, from the commencement of his employment through October 1, 2022, Defendant failed to pay Plaintiff for his accrued overtime hours at one and one half (1 ½) times his regular hourly pay rate.

16. Plaintiff has had to retain the undersigned counsel to bring the instant action and will incur attorney's fees for said representation.

### **COUNT I**

#### ***(Failure to Pay Overtime Wages in violation of the FLSA, 29 U.S.C. Section 207)***

17. Plaintiff realleges and adopts, as if fully set forth in Count I, the allegations in paragraphs 1 through 16.

18. During the relevant time period, Plaintiff was a non-exempt employee under the FLSA.

19. As a firefighter, Plaintiff was entitled to overtime pay at time and one-half his regular rate of pay for all hours worked in excess of 53 in a workweek or 212 in 28 days. (29 C.F.R. Sections 553.201 and 553.230).

20. During the relevant time period, Defendant routinely worked in excess of 53 hours in a workweek and 212 hours in a 28 day period.

21. In violation of the FLSA, Defendant willfully failed to pay Plaintiff time and one-half his regular rate of pay for overtime hours worked.

22. As a direct result of Defendant's violation of the FLSA, Plaintiff has suffered damages in the way of unpaid overtime compensation.

23. Defendant did not make a good faith effort to comply with the FLSA with respect to its compensation of Plaintiff.

24. Plaintiff is entitled to recover from Defendant the unpaid overtime compensation, and an additional equal amount as liquidated damages, prejudgment interest, and reasonable attorneys' fees and costs pursuant to 29 U.S.C. §216(b).

WHEREFORE, Plaintiff demands judgment against Defendant for unpaid overtime compensation, statutory liquidated damages, prejudgment interest together with the costs of suit and reasonable attorney's fees (pursuant to § 216(b) of the FLSA), and such other and further relief that the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Fed. R. Civ. P. 38(b) and the Seventh Amendment to the United States, Plaintiff demands a trial by jury as to all triable issues.

Dated this \_\_\_\_ day of \_\_\_\_ 2023.

Respectfully submitted,

*s/ DRAFT*

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R. MICHAEL PIERRO, JR.  
Florida Bar No. 0013023  
*Trial Counsel for Plaintiff*

**CALCIANO PIERRO, PLLC**  
146 Second Street North – Suite 304  
St. Petersburg, Florida 33701  
(727) 201-2573 | (727) 491-7072 – Fax  
[mike@femploymentlaw.com](mailto:mike@femploymentlaw.com)

DRAFT

## **TOLLING AGREEMENT**

This Agreement is made by and between Upper Captiva Fire Protection & Rescue Service District referred to herein as “the District”) and Jason Martin (“Martin”).

WHEREAS Martin was an employee of the District and has asserted a claim against the District for unpaid overtime compensation under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”);

WHEREAS Martin and the District desire to pursue a possible pre-suit resolution of the claim for unpaid overtime wages (“the Claim”);

WHEREAS to facilitate possible resolution without the need for litigation, the Parties desire to make provision for the tolling of the statute of limitations applicable to the Claim;

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Martin and the District hereby agree as follows:

1. Tolling Provision. The statute of limitations applicable to the Claim under the FLSA shall be tolled during the period of time while this Agreement is in effect and neither party shall put forward or rely upon the period of time while this Agreement is in effect as a bar or laches or for any other purpose to defeat the Claim. This paragraph does not apply to claims made to enforce this Agreement. Nothing contained in this Agreement shall be deemed as an admission by any party with respect to any allegations or claims.

2. Duration. This Agreement is effective as of May 22, 2023, and shall terminate on June 22, 2023, and running of the statute of limitations applicable to the Claim shall resume on June 26, 2023.

3. Early Termination. Any of the Parties may terminate the Tolling Agreement by giving ten (10) days’ notice of its termination to the other Party. Until the eleventh (11th) day after such notice of termination is given, this Tolling Agreement shall remain in full force and effect.

4. Use of Agreement. During the term of this Agreement, Martin shall refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the District raising the Claim. Except as specifically stated, this Agreement shall not be deemed to constitute a waiver of any rights, claims or defenses of the parties to this Agreement, nor shall it be deemed to limit or affect any defense based upon the statute of limitations, laches or any other limitations (whether equitable, statutory, contractual or otherwise) to the extent such defense could have been asserted on or before May 22, 2023.

5. Modification. This Agreement can be modified only in a writing signed by the parties. This Agreement shall constitute the entire understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, relating to this subject.

6. Successors. This Agreement shall bind and benefit each of the parties and their respective predecessors, successors and assigns.

7. Governing law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

8. Execution of Counterparts. Separate counterparts of this Agreement may be executed by the parties with the same force and effect as if all such parties had executed a single copy of this Agreement.

9. Authority to Bind. Each Counsel executing this Agreement represents and warrants that he has been authorized to enter into this Agreement on behalf of the party on whose behalf he signed and that signatory has full and complete authority to do so.

10. Confidentiality. The parties and their attorneys shall keep the terms of the Agreement confidential, and shall not disclose such terms to anyone unless required to disclose such information by court order or to enforce this Agreement.

11. Notices. Any notice, request, instructions or other document to be provided hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received) or by electronic means as follows:

If to Martin, address to:

R. Michael Pierro, Jr., Esq.  
146 2nd Street North, #304  
St. Petersburg, FL 33701  
(727) 201-2573 (f)  
[mike@femploymentlaw.com](mailto:mike@femploymentlaw.com)

If to the District, address to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of Matthew Martin

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

R. Michael Pierro, Jr., Esq.

On behalf of Upper Captiva Fire Protection &  
Rescue Service District

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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Status	● Signed

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### Document History



SENT

**09 / 16 / 2023**

09:49:46 UTC-4

Sent for signature to Jason Martin (jmmartin3583@gmail.com) from mikepiero@rmpemploymentlaw.com  
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