

**FAIR LABOR STANDARDS ACT SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

This Fair Labor Standards Act Settlement Agreement and Mutual Release (the "Agreement") is entered into by and among JASON MARTIN (hereinafter referred to as "Martin" a term which includes JASON MARTIN and his successors, beneficiaries, personal representatives, legal representatives, spouses, partners, children, heirs or other family members, estate, agents and attorneys), and UPPER CAPTIVA FIRE PROTECTION & RESCUE SERVICE DISTRICT (hereinafter referred to as "UCFRD" a term which for purposes of this Agreement includes UPPER CAPTIVA FIRE PROTECTION & RESCUE SERVICE DISTRICT, any and all related or affiliated entities, including but not limited those that Martin was employed by, and all of their current and former employees, agents, representatives, contractors, vendors, customers, officers, directors, elected and appointed officials, owners, principals, trustees, parent corporations, sister corporations, subsidiaries, affiliates, successors, predecessors, or other related corporations or entities, holding corporation or company, divisions, assigns, beneficiaries, servants, legal representatives, employee leasing companies, professional employer organizations, insurers and insurance carriers, including Glatfelter Claims Management, Inc. and National Union Fire Insurance Company of Pittsburgh, P.A., current and former, agents, and attorneys), and collectively referred to as the "Parties".

RECITALS

WHEREAS, Martin and UCFRD are parties to a lawsuit styled *Jason Martin v. Upper Captiva Fire Protection & Rescue Service District*, filed in the United States District Court, Middle District of Florida, Fort Myers Division, Case No.: 2:23-cv-388-NPN (the "Lawsuit"), within which Martin has made claims pertaining to his employment with UCFRD, including claims of unpaid overtime wages in violation of the Fair Labor Standards Act ("FLSA").

WHEREAS, Martin was employed with UCFRD as Fire Chief from July of 2018 through January of 2022.

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WHEREAS, UCFRD denies any wrongdoing and denies Martin's claims. UCFRD denies it acted improperly under the law or otherwise in any way, and UCFRD denies Martin is entitled to damages in any form from UCFRD. The resolution herein is not an admission of any wrongdoing and is solely based upon a cost-benefit analysis of further litigation in this matter as more fully described below.

WHEREAS, on January 2, 2025, the Parties reached a resolution of the substantive claims raised in the Lawsuit, which was approved by UCFRD's Board of Commissioners at the UCFRD publicly noticed Special Meeting held on January 31, 2025.

NOW, THEREFORE, in consideration of the covenants contained herein and the payment from UCFRD, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

COVENANTS

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Effective Date.** The effective date ("Effective Date") of this Settlement Agreement shall be the date both parties have executed this Agreement.
3. **Mutual Release.** Martin and his personal representatives, heirs, executors, and administrators (the "Martin Releasing Parties"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby covenant not to sue, and do hereby generally remise, release, acquit, satisfy and forever discharge UCFRD and its respective parents, subsidiaries, affiliates, shareholders, members, managers, officers, directors, elected and appointed officials, employees, attorneys, agents, representatives, personal representatives, partners, heirs, executors, administrators, successors, assigns, and insurers (the "UCFRD Released Parties"), of and from any and all rights, obligations, liens, claims, damages, demands, relief, liabilities, equities, actions and causes of action of whatever kind and character, in law or in equity, in contract or tort or public policy, both known and unknown, suspected or unsuspected, disclosed and

undisclosed, actual and consequential, specific and general, however denominated arising out of or in any way connected with the employment of Martin with UCFRD in any position at any time, for indemnification, contribution, wages, overtime pay, front or back pay, minimum wage, income from any source, declaratory or injunctive relief, lost benefits, bonuses, commission, liquidated damages, compensatory or punitive damages, money, remuneration or anything of value whatsoever, by Martin against UCFRD, including but not limited to claims arising under or relating to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, 207, *et. seq.*, or otherwise the claims set forth in the Lawsuit.

This Agreement is not intended to limit in any way the general and comprehensive scope of this Release from Martin to the UCFRD Released Parties for any and all claims arising out of or relating to Martin's employment with UCFRD and Martin's separation therefrom. Martin further agrees that it is the express intent of Martin to enter into this full and final settlement and compromise of any and all claims against the UCFRD Released Parties, whatsoever arising out of or in any way connected with the employment or engagement of Martin, at any time, from the beginning of the world to the Effective Date.

UCFRD and its respective parents, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, attorneys, agents, elected and appointed officials, representatives, personal representatives, partners, heirs, executors, administrators, successors, insurers, and assigns ("UCFRD Releasing Parties"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby covenant not to sue, and do hereby generally remise, release, acquit, satisfy and forever discharge Martin and his respective agents, personal representatives, partners, heirs, executors, administrators, successors, and assigns ("Martin Released Parties"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, liens, including tax liens, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims,

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damages, and demands whatsoever, in law or in equity, whether known or unknown, accrued or unaccrued, and whether foreseeable or unforeseeable, which UCFRD Releasing Parties ever had, now has, or hereafter can, shall or may have against the Martin Released Parties, from the beginning of the world to the Effective Date.

4. For and in consideration of the payment outlined in Paragraph 5 of this Agreement, Martin agrees as follows:

- a. To agree and acknowledge that this settlement is the good faith compromise of a disputed claim and does not constitute an admission by UCFRD of any violation of any federal, state, or local statute, rule or regulation, common law, or any other law or authority whatsoever, or any violation of any of Martin's rights or of any duty owed by UCFRD to Martin. The Parties acknowledge that UCFRD expressly deny liability for any alleged wage, hour, or overtime violations towards Martin or any other employee and deny that it has violated any law.
- b. That the below-referenced amount in paragraph 5 paid by or on behalf of UCFRD represents a sum to which Martin would not be entitled absent entering into this Agreement and providing UCFRD the consideration in this Agreement. UCFRD has determined there is sufficient consideration and this is a fair exchange.
- c. To cooperate in preparing and filing a Rule 41 stipulated dismissal with prejudice of all of Plaintiff's pending claims, charges and lawsuits against UCFRD, including but not limited to: JASON MARTIN v. UPPER CAPTIVA FIRE PROTECTION & RESCUE SERVICE DISTRICT, pending in the United States District Court, Middle District of Florida, Case No.: 2:23-cv-388-NPN.

5. **Settlement Payment.** For and in consideration of the promises made by Martin in Paragraphs 3 and 4 of this Agreement, UCFRD agrees as follows:

- a. To pay the total consideration of **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** (the "Payment"), as payment for alleged unpaid overtime wages.¹
- b. To make one check payable to Jason Martin in the amount of **Twelve Thousand Five Hundred Dollars (\$12,500.00)**, for the alleged unpaid overtime wages, which amount shall be subject to withholdings, and for which an IRS Form W-2 shall be issued to Jason Martin.
- c. To make a second check payable to Jason Martin in the amount of **Twelve Thousand Five Hundred Dollars (\$12,500.00)**, for alleged FLSA liquidated damages, which amount shall not be subject to withholdings, and for which an IRS Form 1099-MISC shall be issued to Jason Martin.

6. **Settlement Payment Instructions.** UCFRD shall send the check outlined in Paragraph 5 via FedEx or other traceable means to: R. Michael Pierro, Calciano Pierro, PLLC, 146 Second Street North, Ste 304, St. Petersburg, Florida 33701, for arrival within thirty (30) days following receipt of the fully executed Settlement Agreement and W9 forms.

Martin acknowledges that there are no other payments, benefits, compensation, wages, paid time off, or any consideration whatsoever due and owing to him as a result of the hours worked during his employment with UCFRD or separation of employment with UCFRD. Martin shall not initiate or instigate any future judicial or administrative proceedings against UCFRD. Martin specifically affirms under penalty of perjury pursuant to 28 U.S.C. Sec. 1764 that the consideration described in Paragraphs 3 through 5 compensates him for all amounts alleged he is owed under the FLSA. If Martin in the future files a claim for compensation under the FLSA, Martin expressly authorizes

¹ No portion of the Payment includes Martin's attorney's fees and costs incurred, the reasonableness of which will be determined by the Court. *See* Section 7.

UCFRD to file an unopposed motion or request for approval of this settlement agreement from a court of competent jurisdiction or to the United States Department of Labor.

7. **Exclusive of Fees and Costs.** This Agreement and Release shall not apply to any claim for attorneys' fees and costs made by Martin arising out of the facts alleged by Martin in the Lawsuit. The Court shall retain jurisdiction as to the amount of Martin's prevailing party attorneys' fees and costs, the reasonableness of which will be determined by the Court.

8. **Stipulation of Dismissal of Lawsuit.** Within five (5) days of the receipt of the Settlement Payment, Martin shall inform UCFRD of same so as to allow UCFRD to file in the Lawsuit a Rule 41 Stipulated Dismissal with Prejudice providing that the Honorable Court shall retain jurisdiction to determine the amount of Martin's prevailing party attorney's fees and costs associated with the Lawsuit upon a timely motion for fees and costs being filed in accordance with the Court's Order of January 6, 2025 [D.E. 71]

9. **Knowing and Voluntary.** Martin and UCFRD agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with their attorneys. Martin has been represented by an attorney with regard to these matters, including the execution of this Agreement. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the agreement, the Parties agree that the Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

10. **Not an Admission of Liability.** It is understood, agreed, and stipulated between the Parties that the consideration described herein is in complete and full accord, satisfaction, and discharge of disputed claims described herein, and that UCFRD and the UCFRD Released Parties do not in any manner by virtue of this Settlement Agreement, or payment of the consideration therefore, admit liability to anyone as a result of any incident, act or omission described in or cognizable by the aforementioned claims, charges

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or causes of action arising out or relating to the Lawsuit. The UCFRD Released Parties specifically deny all liability with respect to Martin.

11. **Severance of Agreement.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties.

12. **Capacity to Execute.** Each of the Parties warrants to each other that each has full power, authority and capacity to execute this Settlement Agreement. The Parties represent to each other that the effect of this Settlement Agreement has been fully explained to each of them and the Settlement Agreement is understood and agreed to by them.

13. **Construction Against Drafter.** This Settlement Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any other party based on attribution of drafting to any party. The terms of this Settlement Agreement are executed without reliance upon any representations except those contained herein, and the parties have carefully read this Settlement Agreement and sign the same of their own free will.

14. **Complete Agreement.** This Agreement shall be governed by the laws of the State of Florida and any action related to this Agreement shall be brought only in the state or federal courts having jurisdiction over Lee County, Florida.

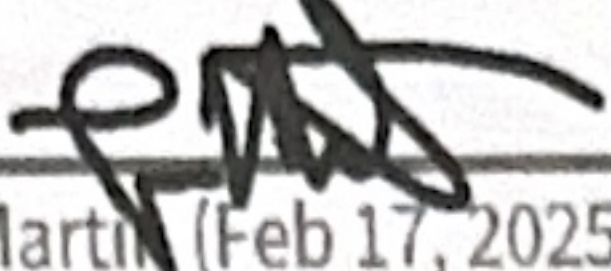
15. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts, fax and email copies each of which shall be deemed an original.


WHEREAS, by execution of this Agreement below, the Parties express their consent to be bound as of the Effective Date in all respects to the terms and conditions of this Agreement.

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I have read, understand, and agree to the terms of this Agreement, as evidenced by the signatures below.

DATE: Feb 17, 2025 Signature:  Jason Martin (Feb 17, 2025 17:54 EST)
JASON MARTIN

DATE: 3/21/2025 Signature: 
Duncan Rosen, Chairman
UPPER CAPTIVA FIRE PROTECTION
& RESCUE SERVICES DISTRICT








20250217 FLSA Settlement Agreement & Mutual Release (Revised)

2025-02-17

al Audit Report

Created: 2025-02-17
By: Tracy Carnevalini (tracy@femploymentlaw.com)
Status: Signed
Transaction ID: CBJCHBCAABAAvD_wDhPNLkTiXreva3B5kexfpuulk1p6

"20250217 FLSA Settlement Agreement & Mutual Release (Revised)" History

-  Document created by Tracy Carnevalini (tracy@femploymentlaw.com)
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