

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement (the “Agreement”) is entered into by and between the City of Pompano Beach, Florida, including any and all of its employees, representatives, officials, assigns, agents, servants, successors heirs, executors, administrators, past, present, and future (collectively referred to as the “City”) and Lisa Castellon, her heirs, executors, successors, agents, personal representatives, administrators and assigns (collectively referred to as “Castellon”) (collectively “the Parties”).

WHEREAS, Castellon was employed by the City from May 14, 2020 to August 11, 2022 as an Engineering Projects Manager II;

WHEREAS, on August 3, 2022, Castellon filed the lawsuit styled *Lisa Castellon v. City of Pompano Beach*, Case No. 22-cv-61453-AHS in the District Court for the Southern District of Florida alleging violations of the Equal Pay Act of 1963. Plaintiff subsequently amended her Complaint on two occasions. The operative complaint, the Third Amended Complaint, was filed on September 1, 2023, and alleged additional violations under the Family and Medical Leave Act of 1993, and the Florida Civil Rights Act of 1992 (the “Lawsuit”);

WHEREAS, Castellon also filed a Charge of Discrimination against the City with the Equal Employment Opportunity Commission (“EEOC”), (Charge No. 510202207017), asserting claims in connection with her employment with the City (the “Charge”) (the Lawsuit and Charge are collectively referred to as the “Claims”), and that Castellon received notice from the EEOC dated April 17, 2023, of her right to institute a civil action under Title VII of the Civil Rights Act of 1964;

WHEREAS, the City adamantly denies liability or wrongdoing for any Claims and the Parties nevertheless wish to amicably resolve their differences.

NOW, THEREFORE, in consideration of the mutual promises, undertakings, agreements, and releases contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

STIPULATED AND AGREED by and between the Parties that Castellon’s Claims are resolved as follows:

Consideration. In consideration for signing this Confidential Settlement Agreement and General Release (the “Agreement”), and complying with its terms, the City agrees to pay the total gross sum of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) made payable to the order of Lisa Castellon, for which a Form 1099 will issue (the “Settlement Payment”). As further consideration, the City agrees to place a letter revoking Castellon’s termination in Castellon’s personnel file and accept Castellon’s resignation, effective August 11, 2022, which shall be placed in Castellon’s personnel file. Additionally, the City agrees to supplement Castellon’s personnel file with letters authored by the City Manager and City Attorney confirming

(to the extent of their knowledge) Castellon's skills, duties, and achievements during her employment with the City. Finally, in the event of inquiries from future employers, the City will provide a neutral reference, indicating Castellon's dates of employment and last position held.

The Settlement Payment described above shall be delivered to _____ within ten (10) calendar days of receipt by the City's counsel of the last of the following: (1) this Agreement with Castellon's original signature; (2) signed IRS W-9 form from Castellon and her counsel; and (3) a joint stipulation for dismissal of the Claims with prejudice signed by Castellon's counsel.

The Settlement Payment constitutes full and final settlement and resolution of any and all claims which Castellon had, has, or may have against The City arising out of or in any way connected with her relationship with the City as of the date of the execution of this Agreement, including but not limited to all claims asserted in or that could have been asserted in the Claims. Each Party shall bear her or its own fees and costs, except as provided for herein.

Castellon affirms and represents that she has not filed or caused to be filed any claims, including but not limited to lawsuits, actions, complaints, administrative complaints, or charges, in any court, arbitration, administrative agency, or any other venue, against the City, other than the Claims. Castellon acknowledges that this representation is a material term and that she would not otherwise be entitled to the monies described herein.

1. Commission Approval. Castellon agrees that the representations made in this Agreement are wholly contingent upon City Commission review and approval of the Agreement, pursuant to the City's Code of Ordinances, § 36.032(D)(4)(c). In the event the City Commission does not approve this Agreement, in whole or in part, Castellon agrees that she may not seek to enforce this Agreement.

2. Tax Responsibility. Castellon agrees that she will be exclusively responsible for the payment of any taxes owed on any amounts paid to her under the terms of this Agreement. The City makes no representation as to the taxability of the amounts paid to Castellon or her counsel. Castellon agrees to pay her portion of federal, state, or local taxes, if any, which are required to be paid with respect to this Agreement. Moreover, Castellon agrees to indemnify The City and hold it harmless from any interest, taxes, or penalties assessed against it by any governmental agency as the result of the non-payment of taxes on any amounts paid to her or her counsel under this Agreement.

3. No Consideration Absent Execution of this Agreement. Castellon understands and agrees that Castellon would not receive the Settlement Payment specified in the subsection entitled "**Consideration**", above, except for Castellon's execution of this Agreement and the fulfillment of the promises contained herein.

4. General Release, Claims Not Released and Related Provisions

a. **General Release of All Claims.** Castellon knowingly and voluntarily releases and forever discharges the City, its elected officials, officers, attorneys, and employees in both their official and individual capacities, and their heirs, executors, administrators, successors, and assigns, and all other persons, partnerships, firms, or corporations representing or acting on behalf of the City, including their insurers and their subsidiaries, successors, and assigns, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as “Releasees”), of and from any and all claims, known and unknown, asserted or unasserted, which Castellon has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Fair Labor Standards Act (“FLSA”);
- The Consolidated Omnibus Budget Reconciliation Act (“COBRA”);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Older Workers Benefits Protection Act of 1990 (“OWBPA”)
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- Section 448.08, Florida Statutes;
- Section 448.102, Florida Statutes;
- The Florida Civil Rights Act;
- The Families First Coronavirus Response Act;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law;
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters; or
- any claims she does not know or suspect to exist at the time of the effective date of this Agreement, regardless of whether the knowledge of such claims or the facts upon which they might be based would materially have affected the settlement of this matter.

b. **Governmental Agencies.** Nothing in this Agreement prohibits or prevents Castellon from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency. However, to the maximum extent permitted by law, Castellon agrees that if such an administrative claim is made, she shall not be entitled to recover any individual monetary relief or other individual remedies.

c. **Collective/Class Action. Waiver.** If any claim is not subject to release, to the extent permitted by law, Castellon waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which The City or any other Releasee identified in this Agreement is a party.

5. **Public Record.** Castellon understands and agrees that under the Florida Public Records Law, Chapter 119, Florida Statutes, The City is required to, and shall upon request by any third party, disclose the terms of this Agreement, and The City shall comply with all federal, state, and local laws requiring disclosure of public records.

6. **The ADEA**

In accordance with the requirements of the Age Discrimination in Employment Act ("the ADEA"), as amended by the Older Workers Benefit Protection Act of 1990, by signing this Agreement and initialing each page, Castellon certifies that she understands this Agreement and acknowledges the following:

(a) She has carefully read and fully understands all of the provisions of this Agreement;

(b) She understands and agrees that she is and has been allowed a reasonable period of time (up to 21 days) from receipt of this Agreement to consider the terms of the Agreement and before signing it;

(c) She has been encouraged and she was advised in writing, by this Agreement, to consider the terms of this Agreement and consult with an attorney of her choice before signing this Agreement; and

(d) She agrees to the terms of the Agreement knowingly, voluntarily, and without intimidation, coercion, or pressure, and intends to be legally bound by this Agreement. She indicates her consent and acknowledgment by initialing each page and signing the signature page.

(e) **Right to Revoke.** Castellon is advised and understands that after she signs this Agreement, she has seven (7) days from the date she signs the Agreement, to revoke the Agreement ("the Waiting Period"). ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO: (1) BLAYNE J. YUDIS, ESQ. C/O WEISS SEROTA HELFMAN COLE + BIERMAN, P.L. 2800 PONCE DE LEON BOULEVARD, SUITE 1200, CORAL GABLES, FL 33134 AND (2) STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR SEPARATION AGREEMENT." THE REVOCATION MUST BE BY HAND DELIVERY OR EMAILED TO BYUDIS@WSH-LAW.COM. YOU UNDERSTAND THAT IN THE EVENT YOU EXERCISE YOUR RIGHT OF

REVOCATION, THIS AGREEMENT SHALL BECOME NULL AND VOID IN ITS ENTIRETY AND THE AGREEMENT IS NEITHER EFFECTIVE NOR ENFORCEABLE UNTIL THE EXPIRATION OF THE WAITING PERIOD.

7. **Non-Defamation.** Except as prohibited by law, from the time of Castellon's execution of this Agreement, she agrees to refrain from making any defamatory comments about the City and the Releasees to anyone (including on social media). Nothing in this paragraph prohibits either Party from providing truthful testimony in response to a valid subpoena or in connection with a governmental investigation.

8. **Acknowledgments and Affirmations.** Castellon affirms that, other than the Claims referenced herein, she has not filed, caused to be filed, or presently is a party to any claim against the City.

As a material term of this Agreement, Castellon represents and agrees that she will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the City, and represents that she has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by her herein. If it is determined that Castellon has any lawsuit, charge or claim of any kind pending against the City, she agrees to dismiss all such charges, claims and/or lawsuits with prejudice, immediately upon the effective date of this Agreement.

Castellon affirms that she has been compensated for all hours worked for the City and that she is not owed any compensation of any kind, other than as provided in this Agreement.

Castellon affirms that she shall not apply in the future for employment or independent contractor status with Releasees because of, among other things, irreconcilable differences with Releasees. Castellon agrees that rejection of any future application for employment shall not constitute grounds for any claim, action, or suit whatsoever and that such rejection is instead based on legitimate, non-discriminatory, non-retaliatory reasons.

9. **Effective Date.** This Agreement will become effective upon expiration of the seven (7) day revocation period following Castellon's execution of the Agreement as detailed in Paragraph 7, above, and contingent on the City Commission's approval of the Agreement, as described in Paragraph 2, above.

10. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the state of Florida without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. **The parties agree that any such dispute shall be heard by a judge, not a jury, exclusively in Broward County, Florida.** Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null

and void, leaving the remainder of this Agreement in full force and effect.

11. No Admission of Wrongdoing. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

12. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

13. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Castellon acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

Castellon acknowledges having carefully read this Agreement, understands this Agreement consisting of seven (7) pages, and agrees that no other representations have been made to either other than those contained herein. Castellon also acknowledges entering into this Agreement voluntarily, without any pressure or coercion, and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims she has, or may have against the City.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Castellon and the City knowingly and voluntarily executed this Agreement as of the date set forth below.

<div><div></div><div>THE CITY OF POMPANO BEACH, a Florida municipal corporation BY: _____ ITS: _____ DATE: _____</div></div>	<div><div></div><div>LISA CASTELLON DATE: _____</div></div>
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I understand that I have up to twenty-one (21) days to consider this Agreement before signing it but have voluntarily signed it on the date above.

Castellon

The City