

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA

MICHAEL BARFIELD,

Plaintiff,

v.

CASE NO. 2020-CA-4699

VANESSA BAUGH,

Defendant.

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is created and executed this 13th day of June, 2021 between MICHAEL BARFIELD (“Barfield”), and VANESSA BAUGH, (“Baugh”).

RECITALS:

WHEREAS, a dispute has arisen between the parties relating to Florida’s Public Records Act; and

WHEREAS, as a result of the dispute, a lawsuit styled as *MICHAEL BARFIELD v. JAMES SATCHER, et al.*, bearing Case No. 2020 CA 4699, (the “Action”), was filed in the Twelfth Judicial Circuit in and for Manatee County; and

WHEREAS, without admitting any liability, the Parties recognize that it is in the Parties’ best interest to settle the Action and all claims between them, as specifically set forth below; and

WHEREAS, the Parties represent that each has authority to enter into and effectuate this Agreement on behalf of the individual or entity for which he signs; and

WHEREAS, the Parties have concluded that (i) this Agreement represents a fair and reasonable resolution of their disputes related to and arising from the Action; and, (ii) it is in the Parties’ best interests to settle their disputes related to and arising from the Actions on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties are entering into this Agreement for the purpose of avoiding greater future costs; and

WHEREAS, the Parties understand and agree that by entering into this Agreement they intend to compromise and release disputed claims between them.

NOW, THEREFORE, in consideration of the promises and agreements set forth below and the other consideration cited herein, the Parties agree to settle all claims as follows:

1. **RECITALS.** The recitals contained in this Agreement are true and correct and are incorporated into the Agreement in their entirety.

2. **TERMS OF SETTLEMENT.**

A. **Payment:** Baugh shall pay Barfield the sum of Four Thousand, Three Hundred Nineteen Dollars and Eighty-Two cents (\$4,319.82) within 10 days of full execution of this Agreement. The sum will be made payable to Michael Barfield or to such payees as designated by Michael Barfield.

B. **Dismissal:** The parties agree to enter into and file a Stipulation of Dismissal and seek an Agreed Order in the form attached as Composite Exhibit A for the Court to reserve jurisdiction to enforce the terms of this Agreement.

3. **MUTUAL RELEASE.** Upon execution of this Agreement, the Parties on behalf of himself or herself, and for their officers, directors, shareholders, employees, divisions, affiliates, agents, representatives, subsidiaries, successors, guarantors, insurers, sureties, attorneys, and assigns, (the "Releasing Persons"), hereby fully and irrevocably mutually release, acquit and forever discharge, and agree to hold harmless, each other from any and all liability, claims, or actions, of any kind, whether existing or contingent, known or unknown, suspected or unsuspected including, but not limited to, those which are alleged in the Action, or could have been or could ever be alleged in the Action, which any of the Releasing Persons may have against any of the other Releasing Persons that may have accrued prior to the date of this Release or that they may ever have against any of the other Releasing Persons. This Release is intended by the Parties to be all-encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, whether alleged in the Action or not, that the Parties may have or have had against the other. Nothing in this Release shall be a waiver of (i) claims that may arise after the final execution of this Agreement, including the right to enforce the terms of this Release or (ii) any indemnity rights a Party may be entitled to by law as against any person or entity not a party to this Release.

4. **APPLICABLE LAW.** This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of Florida.

5. **VENUE.** The sole and exclusive venue for the resolution of any dispute related to this agreement shall be in Manatee County, Florida.

6. **ENTIRE AGREEMENT.** This Agreement constitutes the only existing and binding agreement of settlement among the Parties, and the Parties acknowledge that there are no other warranties, promises, assurances or representations of any kind, express or implied, upon which the Parties have relied upon in entering into this Agreement unless expressly set forth herein. This Agreement shall not be modified except by a written agreement signed by the Party against whom the modification is sought.

7. **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable, the remainder of this Agreement will not be affected but each remaining provision or portion will continue to be valid and effective and will be modified so that it is enforceable to the fullest extent permitted by law.

8. **ACKNOWLEDGEMENT OF TERMS.** The Parties have read and understood the terms of this Agreement, have consulted with their respective counsel, or have had the opportunity to do so, and understand and acknowledge the significance and consequence of each such term. In the event any part of this Agreement is found to be ambiguous, such ambiguity shall not be construed against any Party.


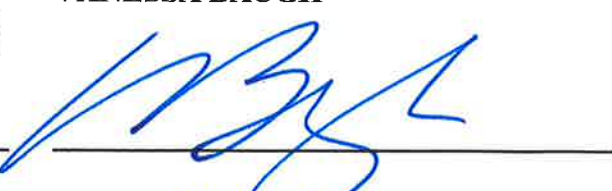
9. **EXECUTION OF DOCUMENTS.** This Agreement may be executed in counterparts, and all signatures need not appear on the same copy. All such executed copies shall together constitute the complete Agreement.

10. **ATTORNEY'S FEES AND COSTS.** Except as otherwise outlined in this Agreement, the Parties shall bear their own fees and costs arising out of or relating to the Action. In the event it is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover the costs of such action, including reasonable attorneys' fees and costs incurred throughout any trial or appeal.

11. **CAPTIONS.** The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision contained in this Agreement.

12. **VIRTUAL SIGNATURES.** Virtual signatures and/or signatures via facsimile or e-mail shall constitute binding signatures to this Agreement.

The Parties have caused this Settlement Agreement to be executed in their names as of the date(s) written below.

MICHAEL BARFIELD	VANESSA BAUGH
	
Date: <u>6-18-21</u>	Date: <u>6-19-21</u>