SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between the Plaintiff, Charles Pinkston, individually and on behalf of all similarly situated persons, together with his and their heirs, agents, estates, personal representatives, legal representatives, successors, and assigns (hereinafter collectively referred to as "EMPLOYEE") and the Defendant, the City of Leesburg, Florida, and all of its agents, employees, elected officials and all other representatives (all of the foregoing persons or entities to be referred to collectively as "EMPLOYER"). (EMPLOYEE and EMPLOYER are referred to collectively as the "Parties").

In consideration of the respective obligations and rights set out herein between the Parties and other adequate consideration, the receipt of which is acknowledged, the Parties covenant and agree as follows:

1. **Purpose:**

1.1 The purpose of this Agreement is to conclusively and resolve with finality and settle all matters and things in controversy among EMPLOYER, EMPLOYEE and members of the Settlement Class (as defined herein) related to allegedly unpaid overtime compensation in the matter styled Charles Pinkston, on his own behalf and others similarly situated, Plaintiff v. City of Leesburg, a Florida municipality, Defendant, in the United States District Court for the Middle District of Florida, Case No 5:09-cv-545-Oc-10GRJ (hereinafter referred to as the "Lawsuit").

1.2 The members of the Settlement Class are all current and former police officers, senior police officers, corporals, sergeants and lieutenants (including any such employee classified as a detective) ("Class Position") who were employed by the City of Leesburg in its

Police Department in any such position or positions during all or part of the period March 27, 2007 through March 26, 2009 (the "Class Period"), such persons referred to herein individually or collectively as context requires as the "Settlement Class" or "Class Members," and each a "Class Member"). Each Class Member who submits a timely claim pursuant to the terms of this Agreement shall also be referred to herein as a "Claimant."

1.3 The Parties expressly agree and acknowledge that this Agreement is part of a global settlement, and that this Agreement is neither valid nor enforceable unless and until the Court enters a written order approving this Agreement.

2. **Opportunity to Negotiate, Consider and Consult with Counsel:**

2.1 The terms of this Agreement are the product of negotiations between the Parties, and the Parties stipulate that the consideration given to support the obligations of this Agreement is (a) the full consideration agreed to, (b) sufficient in all aspects, and (c) and that neither has received or has been made any promise, inducement, or concession not set out in this Agreement in support of the obligations imposed.

2.2 In executing this Agreement, neither EMPLOYEE nor any Class Member has relied on any representation, compromise, conduct, or action made or taken by or on behalf of EMPLOYER or EMPLOYER'S attorneys.

2.3 EMPLOYEE acknowledges that EMPLOYEE and the Settlement Class have obtained and had the advice of competent counsel and they agree that they have been given a reasonable period of time within which to consider this Agreement.

2.4 EMPLOYEE and EMPLOYER confirm that they (a) have read this Agreement, (b) had this Agreement explained to them by their attorneys, (c) are relying on their own judgment (d) are relying on the advice of their respective attorneys, (e) confirm their competence to understand and do hereby accept the terms and conditions of the Agreement; and (f) that the EMPLOYER has duly authorized execution of this Agreement by the signatory(ies) below, subject to Section 4.2 below, and intends and agrees to be bound by its terms.

3. **No Admission of Liability**: The parties stipulate and agree that entry into this Agreement does not constitute, for any purpose whatsoever, either directly or indirectly, an admission of any liability whatsoever, and that EMPLOYER expressly denies any such liability. This Agreement represents the compromise of disputed and contingent claims.

4. **Settlement Fund & Disbursement:**

4.1 The consideration given by EMPLOYER to EMPLOYEE and the other members of the Settlement Class under this Agreement shall consist of a settlement fund to be paid by EMPLOYER of One Hundred Fifty Thousand Dollars ($150,000.00) (the "Settlement Fund") in payment of claims of Class Members of the Settlement Class that are timely submitted in accordance with this Agreement. The Settlement Fund shall include and pay the timely claims submitted by Claimants and all attorneys' fees and costs incurred, to be incurred or owed by EMPLOYEE and a $1,500.00 participation fee to EMPLOYEE for his time and energy in bringing this case and working with his counsel to promote relief for the Class, in exchange for which EMPLOYEE will sign a Claim, Waiver, Release and Consent to Join in the form attached hereto as Exhibit "B" which will also cover any claim to a participation or enhancement fee in the Lawsuit. EMPLOYER shall also, in accordance with timely claims, pay those amounts that

are its legal responsibility as set forth in Section 4.5 of this Agreement. EMPLOYER'S obligations under this Agreement are limited to those set forth in this Section 4.1 and in Sections 4.3 - 4.4.

4.2 EMPLOYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONDITIONED ON AND CONTINGENT ON APPROVAL OF THE SETTLEMENT AND THE SETTLEMENT FUND BY THE CITY COMMISSION OF THE CITY OF LEESBURG.

4.3 From the Settlement Fund, EMPLOYER shall pay the timely submitted and valid claims of Class Members in an amount (each a "Settlement Payment") determined based upon the total number of weeks a Class Member actually worked for EMPLOYER in a Class Position during the Class Period. Class Counsel shall determine the total number of weeks a Class Member shall be credited for under this Agreement for purposes of determining the Settlement Payment and the amounts of the payments. Class Counsel is in possession of the names of the Class Members and data from EMPLOYER'S records showing the weeks worked in a Class Position during the Class Period. EMPLOYER agrees to timely furnish work or last known address of Class Members to Class Counsel, subject to laws or regulations on privacy pertaining to law enforcement officers. A Class Member is eligible for only one Settlement Payment.

4.4 EMPLOYER shall pay each Settlement Payment, as specified in Section 4.3 of this Agreement from the Settlement Fund and shall mail payment within fifteen (15) business days of its receipt of a Class Member's timely and valid Claim and Release (Exhibit "B") as follows:

(a) A check payable to each Class Member submitting a timely and valid Claim and Release in a gross amount equal to one-half the Settlement Payment, minus all

withholdings and deductions applicable to the respective Class Member, separate from contributions which the EMPLOYER is responsible to pay as set forth in Section 4.5, all according to the time table set forth in this Agreement.

(b) A second check payable to each Class Member submitting a timely and valid Claim and Release in a gross amount equal to one-half the Settlement Payment as a non-wage award, all according to the time table set forth in this Agreement.

4.5 Separate from the funds allocated to the Settlement Fund pursuant to this Agreement, the EMPLOYER shall be additionally responsible for the EMPLOYER's portion of any necessary tax withholdings (FICA, FUTA, unemployment insurance). The EMPLOYER shall issue any necessary W-2, 1099 or other tax forms as may be required by law that are related to payments made under this Agreement at its expense.

4.6 Class Counsel shall be authorized to draw its fees and expenses from the Settlement Fund by sending to EMPLOYER an invoice for such fees and expenses in the amount of $51,700.00, representing a 32% fee and costs/expenses in the amount of $3,700.00.

4.7 The consideration given by each the Parties in support of this Agreement consists of full performance of each and every one of the respective obligations described in this document, all of which are expressly made material.

5. **Undisbursed Settlement Fund Retained by Employer**: This is a claims-made settlement for payment of those members of the Settlement Class who submit a timely claim and execute a Claim and Release in accordance with the provisions of this Agreement. All funds allocated for each said person from the Settlement Fund that are not validly and timely claimed

shall be retained by EMPLOYER. Any amount of attorneys' fees or costs not authorized by the court with jurisdiction over the Lawsuit or not expensed will be retained by the EMPLOYER ("Retained Amounts").

6. **Release of Employer:**

6.1 For and in consideration of the required acts and promises set forth in the text of this Agreement, any Claimant, including but not limited to EMPLOYEE, as a condition to payment from the Settlement Fund, agrees to execute a Claim, Waiver, Release and Consent to Join Form ("Claim and Release") in the form set forth as Exhibit "B" to this Agreement. This Claim and Release includes the claims as alleged in the complaint in the Lawsuit.

6.2 As part of the Claim and Release, each Claimant shall further represent and warrant that the Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of to any third party, by operation of law or otherwise, any action, cause of action, debt, obligation, contract, agreement, covenant, guarantee, judgment, damage, claim, counterclaim, liability, or demand of any nature whatsoever, relating to any matter covered by this Agreement. As a condition of payment from the Settlement Fund, Claimant shall likewise disclose in the Consent Form and Release any lien or garnishment to which payment under this Agreement may be subject, upon which disclosure the Parties may rely without independent investigation or confirmation, except as required by law.

6.3 As a further part of the Claim and Release, each Claimant shall acknowledge agreement to terms of settlement, fees, and costs and the tax responsibilities of Claimant for such payments.

6.4 Failure of a Claimant to timely submit a fully executed Claim and Release in accordance of the terms hereof shall be deemed a waiver of the Claimant's right to participate in the Settlement Fund, and such Claimant's individual rights shall not be affected by this Agreement or dismissal of the Lawsuit.

7. **Administration of Settlement:**

7.1 Class Counsel will complete the Claim and Release with the proper Settlement Amount included and mail it via first class U.S. Mail to each Class Member, along with the Class Notice of Settlement and Right to Join in the form attached hereto and incorporated herein as Exhibit "A".

7.2 The settlement contemplated by this Agreement shall be administered in accordance with the deadlines established in this Settlement Agreement and the following time table, subject to approval by order of the court with jurisdiction over the Lawsuit:

(a) 10 business days after court approval (the "Mailing Date"): mailing by CLASS COUNSEL to Class Members (provided that it may be extended to the extent necessary to allow the Settlement Period to conclude on a business day).

(b) 45 calendar days from the Mailing Date: deadline for post-marking of claim forms (the "Settlement Period").

(c) 15 business days from receipt of a fully executed, valid and timely Claim and Release Form: mailing by EMPLOYER of Settlement Payment.

(d) 30 calendar days after conclusion of the Settlement Period: EMPLOYER shall submit a final report on the disbursement of the Settlement Fund, a list of Class Members receiving payment from the Settlement Fund and copies of valid and timely submitted Claim Form and Releases and Mutual General Releases to the Parties (which may be in electronic format).

(e) 45 calendar days after conclusion of the Settlement Period: the Parties shall submit a "Stipulation of Dismissal with Prejudice" for the Lawsuit to the court with jurisdiction over the Lawsuit, attaching the list of Class Members receiving payment from the Settlement Fund.

(f) 5 business days from Dismissal: Undisbursed Settlement Fund to be retained by Employer.

7.3 A Claim and Release shall be timely only if post-marked on or before the last day of the Settlement Period.

8. **Dismissal of Lawsuit With Prejudice**: Upon conclusion of the foregoing, the parties stipulate that the Lawsuit shall be dismissed with prejudice as to the Class Members paid from the Settlement Fund for overtime claims arising during the Class Period.

9. **No Changes to Agreement**: No modifications or amendments to any of the terms, conditions, or provisions of this Agreement may be made except by a written agreement executed by all parties hereto, any material changes of which shall be subject to approval by the court presiding over the Lawsuit.

10. **Severability**: This Agreement is deemed to be written jointly by the parties and may not be construed against any one party as the drafter. If any provision(s) of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, any such provision(s) shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In that event, the remainder of this Agreement shall thereafter be construed and enforced as if such illegal, invalid, or unenforceable provision(s) had never comprised a part hereof. In such case, the remaining provision(s) of this Agreement shall continue in full force and effect and shall not be affected by any such illegal, invalid, or unenforceable provision(s) or by severance herefrom.

11. **Effect of Waiver**: The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any party, nor shall any waiver operate or be construed as a rescission of this Agreement. No breach of this Agreement shall permit the non-breaching party to repudiate this Agreement or refuse or fail to perform any obligation required hereunder.

12. **Governing Law**: The laws of the State of Florida shall govern the validity, construction, and enforcement of this Agreement.

13. **Multiple Originals**: This Agreement may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

14. **Cooperation**: The parties agree promptly to take all actions reasonably necessary to effectuate this Agreement, including but not limited to such motions to the court with jurisdiction

over the Lawsuit for approval of this Agreement and continuance of any intervening deadlines contrary to those contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGED and AGREED this _____ day of _____, 2010:

By Employee:

_____

Name:

ACKNOWLEDGED and AGREED this 24th day of September, 2010:

By Defendant

Name: Jay M. Evans
Title: City Manager

EXHIBITS TO SETTLEMENT AGREEMENT

EXHIBIT "A"	**Notice of Class Settlement and Right to Join**
EXHIBIT "B"	**Claim, Waiver, Release and Consent to Join Form**

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NOTICE OF CLASS SETTLEMENT AND RIGHT TO JOIN

Charles Pinkston v. City of Leesburg
Case Number: 5:09-cv-545-Oc-10GRJ

A settlement (the "Settlement") has been reached in the lawsuit currently pending in the United States District Court for the Middle District of Florida entitled Charles Pinkston v. City of Leesburg, U.S.D.C. Case No. 5:09-cv-545-Oc-10GRJ (the "Litigation"). As explained in more detail below, YOU must file a claim in time for it to be received by Class Counsel (as defined below) by _____, 2010 so as to consent to and to receive a portion of the Settlement. If you fail to file a timely and valid claim, you will receive nothing under the Settlement.

A. PURPOSE OF THIS NOTICE

The Court has approved, for settlement purposes, distribution of this Notice to the following members of the putative class in this action (the "Class"): all individuals who were employed by the City of Leesburg in its Police Department ("City of Leesburg") in the position of police officer, senior police officer, corporal, sergeant and lieutenant (including any such employee classified as a detective) (hereafter "Class Position") during the period of March 27, 2007 through March 26, 2009 (the "Class Period"). According to the City of Leesburg's records, you are a member of the Class ("Class Member"). The purpose of this Notice is to inform you about the Settlement and to discuss your rights and options with respect to the Litigation and the Settlement.

B. DESCRIPTION OF THE LITIGATION

Plaintiff alleges that City of Leesburg committed violations of the Fair Labor Standards Act ("FLSA"). In particular, Plaintiff alleges that the City of Leesburg required Class Members

EXHIBIT "A"

to perform certain work at the start of their shifts and end of their shifts and failed to compensate them for the time so spent, resulting in unpaid wages. The City of Leesburg denies Plaintiff's allegations and maintains that it complied with all state and federal laws regarding the its responsibility for the payment of wages; however, the City of Leesburg is willing to resolve the claims as set forth below.

This Settlement was approved by the Court on _____, 2010, and is the result of arms-length negotiations between the Plaintiff and City of Leesburg, and their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances.

The attorneys for the Class in the Litigation ("Class Counsel") are:

Gregg I. Shavitz
Shavitz Law Group, P.A.
1515 S. Federal Highway, Suite 404
Boca Raton, FL 33432
Telephone: (561) 447-8888
Facsimile: (561) 447-8831
gshavitz@helpingworkers.com
www.HelpingWorkers.com

The attorneys for City of Leesburg are:

Charles Robinson Fawsett, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
Telephone: (407) 423-3200
Facsimile: (407) 425-8316

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

The terms of the Settlement are as follows:

1. Class Members who submit timely and valid Claim Forms (enclosed with this Notice) will receive their pro rata share of the total settlement fund, which is One Hundred and Fifty Thousand Dollars ($150,000.00). The settlement fund includes the attorneys' fees and costs incurred by Class Counsel. The settlement share to be paid to you is based on the number of weeks each Class Member worked in a Class Position during the Class Period. No Class Member will be discriminated against for participating in the settlement.

2. Each Class Member who participates in the Settlement will, by so participating, release and discharge City of Leesburg, and each of its affiliates and divisions, and each of its past or present employees, agents, insurers, and legal representatives ("Released Persons"), from any and all claims, obligations, demands, actions, causes of action and liabilities against the City of Leesburg and the Released Persons of whatever kind and nature, character and description, whether in law or equity, whether sounding in contract, statute, or other applicable law, whether known or unknown, and whether anticipated or unanticipated, including all demands, rights, liabilities and causes of action of every nature and description whatsoever by or of a Class Member relating to the claims asserted in the Litigation that accrued during the Class Period of March 27, 2007 through March 26, 2009 for any type of relief, pertaining to unpaid overtime wages or "off the clock" wages, liquidated damages, interest, attorney fees, litigation costs, based upon the Fair Labor Standards Act and/or any state wage and hour law (collectively "Released Claims"). The Released Claims do not include vested retirement benefits.

D. TO RECEIVE A SETTLEMENT PAYMENT

In order to receive a payment under the Settlement, you must complete, sign and mail the enclosed Claim Form and W-9 Form and return to Shavitz Law Group in the enclosed envelope

at the address listed below. The amount you will receive is based on your being credited with one-half hour per day for weeks you worked during the Class Period, and is $_____.

Your Claim Form must be postmarked no later than _____, 2010. Late or incomplete Claim Forms will not be honored.

E. ADDITIONAL INFORMATION

Any questions regarding this Notice or the Claim Form may be directed to attorney Gregg Shavitz at the above address and telephone number or e-mail number. If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify attorney Gregg Shavitz.

Signature block for Shavitz Law Group

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CLAIM, WAIVER, RELEASE AND CONSENT TO JOIN FORM

Charles Pinkston v. City of Leesburg
Case Number: 5:09-cv-545-Oc-10GRJ

YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM ("CLAIM AND RELEASE") AND THE ATTACHED REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM ("W-9 FORM") BY FIRST-CLASS MAIL (see enclosed stamped envelope) TO CLASS COUNSEL AT THE ADDRESS BELOW IN THE ENCLOSED ENVELOPE SO THAT IT IS POSTMARKED ON OR BEFORE _____, 2010 IN ORDER TO SHARE IN THE SETTLEMENT FUND TO BE RECEIVED FROM THE CITY OF LEESBURG.

MAIL TO:

Gregg I. Shavitz, Esq.

Shavitz Law Group, P.A.

1515 South Federal Highway, Suite 404

Boca Raton, FL 33432

gshavitz@helpingworkers.com

INSTRUCTIONS

1. Please complete and sign this Claim Form and W-9 Form and mail it as instructed herein to the address listed above in order to be eligible for your share of the monetary relief from City of Leesburg.

2. If you choose to join this case for purpose of participating in the settlement fund, you should not expect to receive any payment until December, 2010.

EXHIBIT "B"

I. YOUR WORK HISTORY AT CITY OF LEESBURG POLICE DEPARTMENT:

Your portion, below set forth, of the settlement is based on a formula that utilizes the number of weeks you actually worked for City of Leesburg as a police officer, senior police officer, corporal, sergeant or lieutenant (including any such employee classified as a detective) during the settlement class period as reflected in City of Leesburg's records.

II. CONSENT TO JOIN

1) I understand that this lawsuit is being brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq. ("FLSA") to recover allegedly unpaid overtime wages. I hereby consent and agree to pursue any claims under the FLSA and related state wage and hour laws against City of Leesburg for that period of time by and between March 27, 2007 and March 26, 2009 by joining the above-referenced lawsuit filed in the United States District Court for the Middle District of Florida, titled Charles Pinkston v. City of Leesburg, Case Number: 5:09-cv-545-Oc-10GRJ ("Litigation" or "Pinkston Lawsuit"), and I hereby opt-in to become a plaintiff in the Pinkston Lawsuit. I consent and agree to be bound by the collective action settlement herein approved by this Court as fair, adequate, and reasonable and to release all of those unpaid wage claims during the period at issue as stated in the Notice attached hereto.

2) I hereby designate Shavitz Law Group, P.A. to represent me in this action.

III. WAIVER AND RELEASE

I, the undersigned, a Class Member in the settlement of the Pinkston Lawsuit, acknowledge the payment which is to be made to me by the City of Leesburg in the gross amount of $_____._____ in accordance with directions from Class Counsel, Shavitz Law Group, P.A., based on the number of weeks I worked in a Class Position for the City of Leesburg during the period March 27, 2007 through March 26, 2009. In consideration of that payment, I release and discharge the City of Leesburg and each of its affiliates and divisions and each of its past or present employees, agents, insurers and legal representatives ("Released Persons") from any and all claims, obligations, demands, actions, causes of action and liabilities against the City of Leesburg and the Released Persons of whatever kind and nature, character and description, whether in law or in equity, whether sounding in contract, statute or other applicable law, whether known or unknown, and whether anticipated or unanticipated, including all demands, rights, liabilities and causes of action of every nature and description whatsoever by or of a Class Member, including myself, relating to the claims asserted in the Pinkston Lawsuit that accrued during the Class Period of March 27, 2007 through March 26, 2009 for any type of relief pertaining to unpaid overtime wages or "off the clock" wages, liquidated damages, interest, attorneys' fees, litigation costs based upon the Fair Labor Standards Act and/or any state wage and hour law (collectively "Released Claims"). The Released Claims do not include vested retirement benefits. I represent and warrant that I have not sold, assigned or otherwise disposed of to any third party, by operation of law or otherwise, any claim, debt or obligation of any nature whatsoever relating to any matter covered or claimed in the Pinkston Lawsuit. I will disclose to Class Counsel and the City of Leesburg any lien or garnishment to which the payment to me may be subject. I acknowledge my agreement to the terms of the Settlement Agreement in the Pinkston Lawsuit, as well as my responsibilities for payment of taxes for the payment or payments to be received by me.

IV. CLAIM FORM

TO THE EXTENT YOU DESIRE TO SHARE IN THIS SETTLEMENT AND TO RELEASE YOUR CLAIMS AS SET FORTH ABOVE AND IN THE ATTACHED NOTICE, YOU

MUST TIMELY COMPLETE, SIGN, AND RETURN THIS CLAIM, WAIVER, RELEASE AND CONSENT FORM AND THE ATTACHED W-9 FORM TO PARTICIPATE IN THE MONETARY SETTLEMENT FROM CITY OF LEESBURG. BY COMPLETING AND SIGNING THIS FORM, YOU ARE VERIFYING THAT YOU WERE EMPLOYED AS A POLICE OFFICER, SENIOR POLICE OFFICER, CORPORAL, SERGEANT OR LIEUTENANT (INCLUDING ANY SUCH EMPLOYEE CLASSIFIED AS A DETECTIVE) BY THE CITY OF LEESBURG IN ITS POLICE DEPARTMENT AT ANY TIME FROM MARCH 27, 2007, THROUGH MARCH 26, 2009.

Please print the following identifying information (sign on the last page of this form):

_____
Name (First, Middle, Last)

_____
Former Names (if any)

_____
Street Address

_____
City State Zip Code

_____
Social Security Number Email Address

_____
Telephone Number (Work)

_____
Telephone Number (Home) (Cell)

THIS FORM MUST BE RECEIVED BY SHAVITZ LAW GROUP, (www.HelpingWorkers.com) COUNSEL FOR THE CLASS, BY _____, 2010.

Signature Page

I, the undersigned, acknowledge receipt of the foregoing Claim, Waiver, Release and Consent to Join Form, and I understand it and I agree to its terms.

_____

Date: _____

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