





**SETTLEMENT AGREEMENT AND  
GENERAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and General Release of All Claims (hereinafter referred to as "Agreement") is made and entered between NANCY ALBERT (hereinafter referred to as "Albert" or "Employee") on the one hand, and PALM BEACH COUNTY (hereinafter referred to as the "County" or "Employer"). The County and Albert are jointly referred to herein as the "Parties."

WHEREAS, Albert was employed by Palm Beach County; and,

WHEREAS, Albert has raised certain claims or assertions concerning her employment with the County; and,

WHEREAS, the County expressly denies any liability to Albert but wishes to purchase peace; and,

WHEREAS, the Parties are mutually desirous of forever resolving and extinguishing all issues between them; and,

WHEREAS, the Parties have amicably agreed to resolve all of their disputes and differences as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

A. Albert agrees to and shall:

1. voluntarily and irrevocably release and forever discharge Employer, any insurance companies, brokers or agents, parent companies, direct and indirect subsidiaries, and affiliates, related companies, partnerships, and joint ventures, predecessors and successors, together with their respective past, present and future employees, officers and directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs, and any other persons acting by, throughout, under or in concert with any of the persons or entities listed in this subsection, and their successors (collectively, the "Employer Group"), from any and all claims whatsoever up to the date hereof that I had, may have had, or now have against any member of the Employer Group, individually, or any combination of members, collectively, whether known or unknown, for or by reason of any matter, cause, or thing whatsoever, including without limitation any claim arising out of or attributable in any way, directly or indirectly, to my employment or end of employment with Employer, whether for tort, breach of express or implied employment contract, unjust dismissal, wrongful termination or under any federal, state, or local law dealing with discrimination based on race, color, religion, sex, national origin, age, disability, genetic information, veteran status, or any other category or class protected by local, state or federal law. This General Release of all claims includes, but is not limited to, all claims arising under Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Americans with Disabilities Act of 1990; the Occupational Safety and Health Act; the National Labor Relations Act; the Fair Credit Reporting Act; the Genetic Information and Nondiscrimination Act; the Florida Civil Rights Act; the Florida Public Employees Whistle-blower's Act; §112.3187, Fla. Stat (2020); Sarbanes-Oxley; or, the Age Discrimination in Employment Act of 1967, each as may be amended from time to time, and any other federal, state, or local laws, the

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common law, and any other purported restriction on an employer's right to terminate or hire employees or governing the relationship between an employer and employee. This General Release of claims includes all claims which were or could have been raised in *Albert v. Palm Beach County Board of County Commissioners*, Case No.: 20-cv-80804 filed in the United States District Court for the Southern District of Florida (hereinafter referred to as the "Civil Action"). The General Release contained in this Agreement is intended to be a **GENERAL RELEASE** of any and all claims to the fullest extent permissible by law. As used in this General Release, the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, damages, expenses, losses, and liabilities, of whatsoever kind or nature, in law, in equity, or otherwise;

2. Represent and warrant that, with the exception of the above-referenced Civil Action, to the maximum extent permitted by law agree that she will not file any other action, complaint, charge, grievance, arbitration or similar proceeding against Employer or the Employer Group regarding any of the claims released herein. If, notwithstanding this representation and warranty, she has filed or files such additional complaint, charge, or lawsuit, she agrees that she shall cause such complaint, charge or lawsuit to be voluntarily dismissed with prejudice. This paragraph shall not apply, however, to any right Albert has to provide information to any governmental agency; provided however, that Albert has not initiated the agency's action, and that if such governmental agency were to pursue any claims relating to her employment with Employer, she agrees that she shall not be entitled to recover any monetary damages or any other remedies or benefits as a result.

3. Represent and warrant that she is not Medicare eligible and that Medicare has not made any conditional payments to her for medical services or products received (pursuant to U.S.C. § 1395y(b) and the corresponding regulations) and related to any accident(s), injury(ies), or illness(es) giving rise to any claimed damages claimed which are subject to and released by this Agreement. Further, Albert represents and warrants that if any conditional payments related to any accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, she shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

4. Waive any and all claims or rights to re-employment with the County and affirmatively agrees not to seek further employment with the County or any other member of the Employer Group.

B. The County agrees to and shall:

1. Pay or cause payment to be made on its behalf to Albert the sum total of One-Hundred Twenty-One Thousand, Twelve Dollars and Fifty Cents (\$121,012.50) representing full and final satisfaction of all claims, payments, non-monetary agreements and damages, including attorneys' fees and costs (\$120,000.00); and reimbursement of Albert's cost of the confidential mediation that occurred between the Parties on December 19, 2022 (\$1,012.50), (collectively referred to as "Settlement Proceeds"). Payment of the Settlement Proceeds will be made within 10 days of the Revocation Period set forth in Paragraph A(4) above. Payment shall be made payable to Nancy Albert in the amount of the Settlement Proceeds as consideration for the voluntary and full release of any and all claims that have been asserted or could have asserted

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performance and/or a temporary or permanent injunction prohibiting enjoining the breaching Party from violating this Agreement. In any such action, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs, and expenses the prevailing Party incurred directly related to such action.

I. The Parties agree and understand that this Agreement shall be governed by the laws of the State of Florida and that this Agreement may be enforced by a Florida federal or state court of competent jurisdiction

J. Notwithstanding any other limiting provision in this Agreement, the Parties agree that this Agreement may be introduced as evidence or used to support any claim for breach of this Agreement and that in the event there is a claim for breach of this Agreement, each party shall pay its own attorneys' fees and costs.

K. Each Party acknowledges that the consideration herein is adequate and sufficient consideration for this Agreement.

L. Albert acknowledges that she has been given a reasonable time to consider this Agreement, and that she is entering into this Agreement freely, knowingly and voluntarily with a full understanding of its terms. Albert understands that any Settlement Proceeds contemplated in this Agreement will be paid within 20 days of approval by the Palm Beach County Board of County Commissioners.

*On behalf of Nancy Albert:*

Nancy Albert  
Nancy Albert, Employee

Executed this 6 day of JAN., 2023

*On behalf of Employer:*

[Signature]

Executed this 6 day of JAN, 2023.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY,  
a Political Subdivision of the State of Florida

By: [Signature]  
Assistant County Attorney

By: \_\_\_\_\_  
Mayor, Board of County Commissioners

ATTEST:  
JOSEPH ABRUZZO, Clerk and Comptroller

By: \_\_\_\_\_

[Signature] Albert

[Signature] Palm Beach County Representative

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 1/3/2023

REQUESTED BY: County Attorney

REQUESTED FOR: Nancy Albert v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$121,012.50

AGENDA DATE: January 10, 2023

BUDGET ACCOUNT NUMBER:

FUND: 5010 DEPT: 700 UNIT: 7130 OBJ: 4511

BAS APPROVED BY:   
Brian Palacios, Fiscal Manager

DATE: 1/3/2023