

BEFORE STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

UNITED FACULTY OF FLORIDA,

Petitioner,

Case Nos. CA-2019-025
CA-2019-061

and

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES,

Respondent.

_____ /

**CHARGING PARTY'S NOTICE OF SETTLEMENT
AND MOTION TO DISMISS CHARGES**

Charging Party, United Faculty of Florida (UFF), moves for the Commission to accept the attached settlement agreement and dismiss the consolidated charges with prejudice pursuant to the parties' agreement.

Dated: December 11, 2019.

Respectfully submitted,

/s/ Eric Lindstrom

Eric Lindstrom
FL Bar No. 104778
EGAN, LEV, LINDSTROM & SIWICA, P.A.
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Orlando, Florida 32802
(407) 422-1400
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Attorney for Charging Party

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 11, 2019, this document was emailed to Respondent's Representatives, Michael Mattimore (mmattimore@anblaw.com) and J. Wes Gay (wgay@anblaw.com).

/s/ Eric Lindstrom

Eric Lindstrom

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS there currently exists a dispute between the United Faculty of Florida (“UFF”), John Shea (“Shea”) and Tan Wong (“Wong”) (collectively “Petitioners”) and the University of Florida Board of Trustees (“Respondent”);

WHEREAS Petitioners filed a Grievance on March 28, 2019 and a Notice of Arbitration on August 2, 2019, No. 0328-00119 (collectively the “Notice of Arbitration”), under the Collective Bargaining Agreement between UFF and the Respondent;

WHEREAS the Petitioners filed a Charge with the Public Employee Relations Commission (“PERC”), No. CA-2019-025 (“First PERC Charge”), on June 13, 2019;

WHEREAS the Petitioners filed a second Charge with PERC, No. CA-2019-061, on October 24, 2019 (“Second PERC Charge”) (collectively with the First PERC Charge: the “PERC Charges”);

WHEREAS the Respondent denies any wrongdoing or unlawful acts on the part of the Respondent’s appointed trustees, officials, agents, employees, or others for whom the Respondent could be held liable;

WHEREAS the Respondent in good faith believes that the claims in Petitioners’ Notice of Arbitration and PERC Charges are not valid, has contested the claims, and would continue to contest the claims, and in good faith believes there is a valid foundation for the defense of such claims;

WHEREAS the Petitioners and the Respondent have determined that their respective interests would best be served by completely resolving, compromising, and settling the existing or possible disputes, disagreements and controversies between them without additional delay, litigation, or litigation of any federal, state or other cause yet unfiled; and

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WHEREAS the Petitioners and the Respondent are satisfied that the terms and conditions of this Settlement Agreement and Release (hereinafter "Agreement") set forth below are fair, reasonable, and adequate, and in consideration of the mutual promises and covenants exchanged, and other good and valuable consideration as set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby acknowledge and agree to the following:

1. The funds that are the subject of the First PERC Charge (\$750,000.00) will remain with the University and the University will put the entire amount of those funds, as directed by Shea and Wong, consistent with applicable University regulations, CBA articles and state and federal law, toward research performed by Shea and Wong on behalf of the University of Florida. The funds will not be subject to Facilities & Administrative or Indirect Costs.
2. The funds that are the subject of the Second PERC Charge (\$2,000,000.00) will remain with Shea and Wong to be spent and distributed at their discretion.
3. The University will set aside and not enforce the policy that is the subject of the Notice of Arbitration and PERC Charges: "Research 'Prizes' and Competitions Guidelines." Should the University desire to replace this policy, the University agrees to do so through collective bargaining.
4. Within 20 days from the execution of this Agreement, the Petitioners agree to withdraw and/or dismiss the PERC Charges and the Notice of Arbitration with prejudice.
5. The Petitioners, for themselves and any legal representatives, heirs, spouse, executors, administrators, successors, and assigns, hereby, without reservation, voluntarily release, waive, absolve, and forever discharge, to the full extent permitted by law, the Respondent and its successors, affiliates, support organizations, trustees, officials, assigns, employees, agents, appointees, insurers,



contractors, officers, servants, heirs and legal representatives, all in their official and individual capacities, and including former members of any of the foregoing groups (collectively referred to throughout this Release as the “Released Parties”), from any and all claims, demands, actions, liens, contracts, covenants, wages, obligations, debts, judgments, causes of action, or suits at law or in equity, related to or the subject of the PERC Charges and/or the Notice of Arbitration or any facts or allegations contained therein (the “Claims”), whether these Claims are known to Petitioners at this time or unknown, suspected or not suspected, and whether or not concealed or hidden, from the beginning of the world up to and including the date this Agreement is executed by both parties, and upon, or by reason of any damage, injury, or loss, including but not limited to, actual damages, compensatory damages, punitive damages, attorneys' fees, interest, costs, reinstatement, back pay, front pay, other special damages, general damages, claims for emotional distress, mental anguish and related claims, and/or other equitable relief.

6. Complete Settlement. This Agreement is intended as full and complete settlement of the Claims and any other claims that could have been raised resulting from any actions or omissions by the University related to the subjects of the PERC Charges and/or Notice of Arbitration. The terms of this Agreement are intended as full and complete settlement of the Petitioners' Claims against the Released Parties for damages or relief of any type or form.

7. No Further Action. In consideration of the terms set forth above, Petitioners also agree, on their own behalf as well as any heirs, executors, administrators and assigns, to the following:

- a. Petitioners affirm that they have not transferred or assigned to any person or entity any claims, rights, or causes of action which they have or might have had against the Respondent.
- b. Petitioners affirm that, other than the PERC Charges and the Notice of Arbitration, they



have not filed, caused to be filed, or presently are a party to any claim, complaint, or action against the Respondent in any forum or form related to the Claims related in this Agreement.

- c. Petitioners agree that if, after the date this Agreement is signed by all parties, any of them file any suit, charge, complaint or similar action relating to Claims released in this Agreement, that the Respondent may submit a copy of this Agreement to the appropriate court, agency, or other body and that this Agreement shall act as a voluntary dismissal with prejudice by the filing Petitioner(s) of any such suit, charge, complaint or similar action.

8. Waiver of Attorneys' Fees and Costs. Any compensation described herein includes the parties' agreement, if any, with regard to attorneys' fees. The parties waive any claim or entitlement to attorneys' fees or costs other than as set forth herein and agree that neither party nor anyone acting on their behalf will petition any court of competent jurisdiction for an award of attorneys' fees or costs relating to any of the actions or potential actions described in this Agreement.

9. Petitioners' Affirmations. Petitioners affirm that they have received all compensation, payment or any other remuneration to which they may be entitled with regard to the Claims released in this Agreement, and that no other compensation, payment or remuneration are due, except as provided for in this Agreement.

10. No Admission of Liability. This Agreement is freely entered into by all parties for the purpose of achieving final resolution of the disputes between them, but it in no way constitutes any admission or stipulation of any issues of law or fact or of any wrongdoing by any of the parties to this Agreement.

11. Entire Agreement; Modification. The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. This Agreement is made without



reliance upon any statement or representation of any party hereby released except those contained in this Agreement. This Agreement may not be modified except by a writing signed by all the parties to this Agreement. Any oral or written promises or assurances not contained in this Agreement are waived, abandoned, withdrawn and without legal effect.

12. Governing Law and Interpretation. The language of all parts of this Agreement shall be construed as a whole and according to its fair meaning and not strictly for or against either party and it is expressly understood and agreed that this Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions, and that any rule requiring construction of a document against its drafter shall not be applied in this case.

13. Venue. The parties agree that if either Petitioners or the Respondent breach this Agreement, the proper venue for any action related to such breach will be Alachua County, Florida.

14. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, and cannot be modified to be enforceable, excluding the release language in paragraph 5, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

15. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

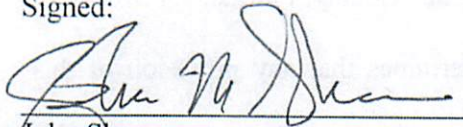
16. Tax Consequences. Nothing contained herein shall be construed or relied upon as any advice or opinion by or on behalf of the Respondent regarding the tax treatment of any monies received or retained by Petitioners as part of this Agreement. Petitioners and their attorney also acknowledge that neither the Respondent nor any persons assisting the Respondent in any manner with negotiation or resolution of this matter have advised Petitioners of the tax consequences, if any, resulting from any such monies.

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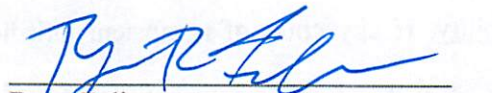
17. Petitioners Have Read and Understood Agreement. Petitioners acknowledge that they have read and understand the purpose and effect of this Agreement, and they specifically acknowledge that they have been advised by the Respondent to consult with an attorney, and that they had the opportunity to, and did, consult with an attorney before signing this Agreement. Petitioners further acknowledge that this Agreement fully, completely, accurately, and truly sets forth the agreement between the parties. Therefore, Petitioners agree that signing this Agreement is done knowingly, freely, voluntarily and without the execution of duress.

HAVING ELECTED TO SIGN THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN CONSIDERATION, PETITIONERS ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS IDENTIFIED IN PARAGRAPH 5 OF THIS AGREEMENT.

Signed:



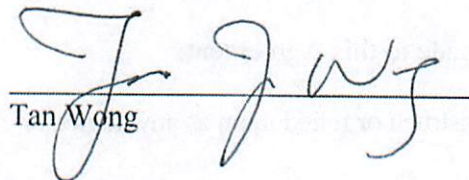
John Shea



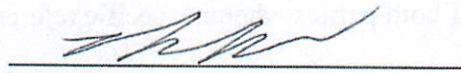
Ryan Fuller
On behalf of the Respondent of Florida
Board of Trustees

Date: 12/9/19

Date: 12/9/19



Tan Wong



Raul Sanchez
President
United Faculty of Florida

Date: 12/9/2019

Date: 12/9/19