

**SETTLEMENT AGREEMENT WITH FULL AND GENERAL MUTUAL  
WAIVERS AND RELEASES OF ALL CLAIMS**

**THIS SETTLEMENT AGREEMENT WITH FULL AND GENERAL MUTUAL WAIVERS AND RELEASES OF ALL CLAIMS** (the “Agreement”) is entered into by and between GLENN STOLZENBERG, all his successors, heirs, and assigns (“STOLZENBERG”), and the CITY OF DORAL. The CITY OF DORAL is defined to include any and all related entities and subdivisions, all respective former, current and future elected officials, officers, affiliates, shareholders, directors, administrators, agents, department heads, supervisors, employees, attorneys, insurers and representatives (all in their official and individual capacities) as well as their heirs, executors, administrators, predecessors, successors, insurers, assigns, and all other persons, partnerships, firms or corporations, and their insurers who are related to the CITY OF DORAL, and all will be collectively referred to in this Agreement as the “CITY.”

**WHEREAS**, STOLZENBERG is a former employee of the CITY who retired from the CITY on August 11, 2023;

**WHEREAS**, STOLZENBERG contends that certain compensation, in the form of contributions that should have been made to a qualified 401(k) or similar tax-advantaged retirement account, remains unpaid;

**WHEREAS**, the City has agreed to remit payment to a qualified 401(k) account in exchange for a full release of claims as set forth herein;

**WHEREAS**, the Parties have agreed to enter into this Agreement and settle all causes of actions, claims, and disputes that STOLZENBERG has, had, or may have against CITY as well as any causes of actions, claims, and disputes that the CITY has, had or may have against

STOLZENBERG thereby, resolve all actual or possible disputes between them.

**NOW, THEREFORE,** STOLZENBERG and the CITY, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being fully informed, advised, and after the opportunity for full consideration of the benefits and obligations entailed in entering into this Agreement, and intending to be legally bound, do hereby agree as follows:

1. **Recitals.** STOLZENBERG and the CITY acknowledge that the recitals set forth above are true and correct to the best of their knowledge and adopt them as if fully set forth herein.

2. **Consideration.** In consideration of the promises made and obligations undertaken by STOLZENBERG including, but not limited to, the release of all claims by STOLZENBERG against CITY, the CITY agrees to the following:

- a. The CITY will pay STOLZENBERG the sum of Sixty-One Thousand, One Hundred Fifty Eight Dollars, and Eleven Cents (\$61,158.11) to be paid as follows: .....A check to STOLZENBERG'S [to be provided] a 457 account in the full amount of Sixty-One Thousand, One Hundred Fifty Eight Dollars, and Eleven Cents (\$61,158.11); OR A check made payable to Glenn Stolzenberg in the full amount of Sixty-One Thousand, One Hundred Fifty Eight Dollars, and Eleven Cents (\$61,158.11).

The CITY agrees that this payment is intended to correct prior missed retirement contributions and thus shall make reasonable efforts to ensure compliance with the applicable Internal Revenue Code (IRC) regulations and ERISA requirements in processing the payment.

STOLZENBERG agrees that the consideration being provided by the CITY in this Agreement constitutes adequate and ample consideration for the rights and claims he is waiving under this Agreement and for the obligation imposed upon him by virtue of this Agreement. STOLZENBERG understands that the consideration being provided by this Agreement is consideration to which she is not otherwise entitled and which he would not receive but for this Agreement.

3. **Full and General Mutual Waivers and Releases of Claims.** In exchange for the consideration described in this Agreement, STOLZENBERG irrevocably, knowingly, and voluntarily releases, waives, and forever discharges any and all claims, demands, actions, causes of action, charges, and/or disputes of any kind, whether known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has, had, or may now have against CITY, whether based in contract, tort, statute or any other basis, from the beginning of the world until the effective date of this Agreement. The disputes released by STOLZENBERG include, but are not limited to, any and all disputes of any kind that STOLZENBERG may have against the CITY.

This release includes all disputes for which STOLZENBERG could seek equitable relief, and actual, compensatory, consequential, liquidated, punitive, special, multiple or other damages, expenses (including attorneys' fees and costs), and all other reimbursements or charges of any kind. The disputes released by STOLZENBERG include, but are not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;

- The Employee Retirement Income Security Act of 1974;
- The Florida Health Insurance Coverage Continuation Act;
- The Florida Wage Discrimination Law;
- Florida Wage and Hour laws;
- Any Florida or federal whistleblower laws;
- The Internal Revenue Code;
- The Rehabilitation Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act, including the Older Workers Benefit Protection Act;
- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act of 1993;
- The National Labor Relations Act; or
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance.

The CITY irrevocably, knowingly, and voluntarily releases, waives, and forever discharges any and all claims, demands, actions, causes of action, charges, and/or disputes of any kind, whether known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which it has, had, or may now have against STOLZENBERG, whether based in contract, tort, statute, or on any other basis, from the beginning of the world until the effective date of this Agreement. The disputes released by the CITY include, but are not limited to, any and all disputes of any kind that the CITY may have against STOLZENBERG.

4. **No Lawsuits or Claims.** STOLZENBERG agrees not to institute or have instituted on his behalf any lawsuit, charge, or claim of any kind against the CITY based on the claims he is waiving in this Agreement. STOLZENBERG represents that he does not now have any pending lawsuit, charge, or claim of any kind against the CITY aside from the above referenced grievance

and arbitration. If it is determined that STOLZENBERG does have a pending claim of any kind against the CITY, STOLZENBERG agrees to immediately withdraw or dismiss such claim with prejudice.

The CITY agrees not to institute or have instituted on its behalf any lawsuit, charge, or claim of any kind against STOLZENBERG based on the claims it is waiving in this Agreement. The CITY represents that it does not now have any lawsuit, charge, or claim of any kind against STOLZENBERG. If it is determined that the CITY does have a pending claim of any kind against QUINTANA, the CITY agrees to immediately withdraw or dismiss such claim with prejudice.

5. **No Admission of Liability**. Nothing contained in this Agreement shall be construed to be an admission of liability or culpability by any Party with respect to any claim being released herein. The Parties are entering into this Agreement to avoid the costs associated with further administrative action. This Agreement may not be introduced into evidence in any proceeding by any Party to this Agreement or any other person except to enforce the terms and conditions contained in this Agreement.

6. **Severability**. If a court of competent jurisdiction declares illegal, invalid, or unenforceable any provision or provisions or part thereof of this Agreement which provision or provisions cannot be made legal, valid, or enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court of competent jurisdiction declare Paragraph 4 of this Agreement to be unenforceable for any reason, the case shall remain settled, and the Parties shall redraft the provision to be enforceable.

7. **Attorneys' Fees and Costs**. It is further agreed that, except as otherwise provided herein, each Party shall bear its own costs and attorneys' fees incurred in negotiating and preparing this

Agreement and all matters leading up to this Agreement.

8. **Disputes.** This Agreement shall be governed and construed according to the laws of the State of Florida. The language of the Agreement shall be construed as a whole, according to its plain meaning, and shall not be strictly construed against any Party. The PARTIES retain the right to challenge violations of the terms of this AGREEMENT.

9. **Counterparts; Signatures By Electronic Transmission.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed one document. Any signature affixed to this Agreement and transmitted by electronic means shall be deemed an original and shall be valid and effective for all purposes.

10. **Headings; Singulars And Plurals.** Section headings in this Agreement are for convenience only and have no legal effect. As used in this document, the singular includes the plural and the plural includes the singular and the masculine and feminine include each other.

11. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the CITY and STOLZENBERG regarding its subject matter. STOLZENBERG agrees that she has relied on no promises, representations, understandings, or communications of any kind, written or oral, in agreeing to enter this Agreement other than those set forth expressly herein. This Agreement may be modified only by a writing signed by the CITY and STOLZENBERG or their respective successors, assigns, or authorized representatives.

12. **Acknowledgment.** STOLZENBERG has read, understood, and fully considered this Agreement and all its terms. The Parties acknowledge and agree that this Agreement is the product of mutual negotiation and compromise between the Parties. Having elected to enter into this Agreement, to fulfill the promises set forth herein and to receive thereby the benefits set forth herein, STOLZENBERG freely, knowingly, and after full consideration, enters into this

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Stolzenberg

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City

Agreement intending to waive, release, and create a final bar to any and all claims he has, had, or may now have against the CITY from the beginning of the world to the effective date of this Agreement.

13. **Effective Date.** This Agreement is effective as of the date the last Party to this Agreement executes.

**IN WITNESS WHEREOF**, STOLZENBERG and the CITY have executed this Agreement and General Release as set forth below.

[SIGNATURE PORTION]