

**SETTLEMENT AGREEMENT**

Pursuant to the provisions of Florida's Civil Rights Act, Chapter 760, Florida Statutes, the Attorney General conducted an investigation into the employment practices of Destin Water Users, Inc. and allegations of discrimination raised by Darrick T. Hall and Todd F. Oranje. The Attorney General and Destin Water Users, Inc. wish to enter into this Agreement for the purpose of resolving the matter described above and identified by the case number above and all claims that may be brought by the Attorney General for damages, injunctive relief, declaratory or other relief on behalf of Darrick Hall and Todd Oranje against Destin Water Users, its officers, employees, and agents. The Attorney General and Destin Water Users, Inc., agree to the following:

1. Leon County, Florida shall be the sole venue for any matter relating to or arising out of this Agreement including actions to enforce it.
2. The sole jurisdiction for any matter relating to or arising out of this Agreement including actions to enforce it shall be the Second Judicial Circuit, State of Florida.
3. Destin Water Users, Inc. shall pay \$320,000 payable to the Trust Account of Richard E. Johnson for the benefit of Darrick Hall and Todd Oranje on or before June 25, 2004.
4. Destin Water Users, Inc. shall pay the Office of the Attorney General, to an account to be designated by the Attorney General, \$60,000 for attorneys fees and costs on or before June 25, 2004.

5. Destin Water Users, Inc. shall pay all costs and fees for the mediator in this matter.
6. Destin Water Users, Inc. shall establish and maintain a non-discrimination training program for all employees, officers, and directors that provides training provided at least on an annual basis. On or before January 1 of each year Destin Water Users, Inc. shall provide the Attorney General proof of performance of this requirement, beginning January 1, 2005 for a period ending January 1, 2008.
7. Destin Water Users, Inc. shall include in its complaint process a right for employees or other individuals to make complaints of discrimination directly to a designated member of the Board of Directors.
8. Destin Water Users, Inc. shall make available and permit use of a simple form crafted and designated for making complaints of discrimination. This shall not be the exclusive means for making complaints of discrimination, and Destin Water Users, Inc. shall not require that complaints of discrimination be in writing.
9. The rules and regulations of Destin Water Users, Inc. shall provide that use of racial slurs by employees in the work place shall be a disciplinary offense comparable in severity to intoxication at work, theft, or insubordination.
10. Destin Water Users, Inc. shall place the poster, sometimes known as an EEOC notice, advising employees of their rights under state and federal anti-discrimination laws prominently in multiple locations including, but not limited to, the administration building, the laboratory, the field operations building, the water operations department, waste water operations building, inventory building, grounds maintenance building, maintenance building, and the building containing the back flow operations.

11. Destin Water Users, Inc. shall provide all employees, officers, and directors notices of the obligations imposed upon it by paragraphs 6 through 10 of this agreement within 10 days of execution of this agreement and provide notice of the obligations in its employee handbook, now and in the future.
12. The Attorney General accepts the payments required in this Agreement and fulfillment of the non-financial requirements of this Agreement as full and complete satisfaction of all claims that the Attorney General may bring against Destin Water Users, Inc. for violations of Chapter 760, Florida Statutes related to the employment of Darrick Hall and Todd Oranje.
13. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same document.
14. This Agreement and all disagreements or disputes about it shall be governed by the laws of the State of Florida.
15. This Agreement shall not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of Destin Water Users, Inc.
16. The parties agree that this Agreement constitutes a complete resolution and settlement of all claims that the Attorney General may bring against Destin Water Users, Inc. for violations of Chapter 760, Florida Statutes related to the employment of Darrick Hall and Todd Oranje.
17. The Attorney General shall close its investigation of Destin Water Users, Inc. within five days after receipt of the payments required by this Agreement and satisfactory proof that Destin Water Users, Inc. has satisfied the commitments made in this agreement.

18. This Agreement constitutes the entire agreement between the parties with regard to the subject matter.
19. Any failure by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
20. This Agreement was executed after arm's length negotiations between the parties, with advice of counsel, and reflects the conclusion of the parties that this Agreement is in the best interest of all the parties.
21. Each of the parties participated jointly in the drafting of this Agreement and therefore the terms of this Agreement are not intended to be construed against any of the parties by virtue of draftsmanship.
22. This Agreement is effective upon the date of the last signature to this Agreement.
23. By signing this Agreement the signatories represent and warrant that they have full authority to enter into this Agreement and to bind the party on whose behalf they sign.

AGREED THIS 4TH DAY OF JUNE, 2004,

\_\_\_\_\_  
Elizabeth M. Rodriguez, Counsel representing Destin Water Users, Inc.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, an officer duly authorized to take acknowledgments in the State of \_\_\_\_\_, personally appeared Elizabeth M. Rodriguez, individually and as Counsel representing Destin Water Users, Inc. and acknowledged before me that she executed this instrument for the purposes stated in it, on this \_\_\_\_ day of \_\_\_\_\_, 2004.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
(print name)

NOTARY PUBLIC

\_\_\_\_\_  
(Print, type or stamp commissioned  
name of Notary Public)

Personally known \_\_\_\_\_ or Produced  
Identification \_\_\_\_\_ (check one)

Type of Identification Produced:  
\_\_\_\_\_



Accepted on behalf of the Office of the Attorney General this \_\_\_\_ day of \_\_\_\_\_, 2004.

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