

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

WILLIAM F. WILLIAMS, IV.,

CASE NO.: 01-2023-CA-0910

Plaintiff,

v.

CLOVIS WATSON, JR., in his official  
capacity as SHERIFF OF ALACHUA  
COUNTY

Defendant.

JOINT NOTICE OF SETTLEMENT

COME NOW, Plaintiff, WILLIAM F. WILLIAMS, IV., and Defendant, CLOVIS WATSON, JR., Sheriff of Alachua County, by and through their undersigned counsel, and hereby notify the Court that the parties have amicably settled their differences in lieu of convening a compliance review panel as directed by the Court in the Order Granting Extraordinary Relief. The parties request the Court to retain jurisdiction to enforce the settlement agreement if necessary.

Respectfully submitted this 2nd day of June 2023.

/s/ Bobi J. Frank

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Counsel for Defendant

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAM F. WILLIAMS, IV., ("Plaintiff") and CLOVIS WATSON, in his official capacity as SHERIFF, ALACHUA COUNTY, FLORIDA ("Defendant") (Plaintiff and Defendant shall collectively be referred to as "the Parties").

WITNESSETH

WHEREAS, Plaintiff filed a civil action against Defendant in the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida, Case Number 01-2023-CA-0910 (hereinafter referred to as the "Lawsuit"), and in which Plaintiff alleged claims for writ of mandamus and injunctive relief; and the Parties desire to avoid incurring further costs of litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the parties as follows:

### 1. SETTLEMENT AND CONSIDERATION:

Plaintiff agrees that, within seven days (7) days of receipt of the backpay contained in Paragraph 2, he shall take all necessary actions to immediately execute, serve and file all documents including a notice of settlement advising the Court that the parties have amicably resolved their differences in lieu of convening a compliance review panel as directed in the Order Granting Extraordinary Relief dated May 24, 2023, with the Court retaining jurisdiction of the case to enforce the Settlement Agreement if necessary.

Each party shall bear its costs and attorneys' fees.

### 2. TERMS OF THE AGREEMENT

- A. All discipline arising from Administrative Investigation 2023- 00011 shall be rescinded.
- B. The investigative file for Administrative Investigation 2023-00011 and resulting discipline shall be marked "Void" as well as any disciplinary action arising from this investigation. Plaintiff will be reinstated with back pay from the date March 23, 2023 with the following leave earned and accrual credits: Vacation-102 hours, Sick- 1023 hours, Special Event-8 hours, Holiday Leave- 178.75 hours. He shall be returned to work, without any interruption in his employment, with the same rank, same shift and same team within seven (7) days of the execution of this agreement. The Plaintiff shall not be subject to any retaliatory action taken as a result of the lawsuit.
- C. The agency vehicle previously assigned to Plaintiff prior to his termination, with a full tank of gas, shall be driven to Plaintiff's home prior to the first shift.

D. All uniforms and equipment provided to the Plaintiff prior to his termination shall be returned before his first shift.

3. MISCELLANEOUS:

- a. Scope of Agreement. This Agreement shall accrue to the benefit of and be binding upon the Parties hereto, their respective employee(s), successor(s), agent(s), attorney(s), accountant(s), and all other permitted assign(s).
- b. Acknowledgement of Knowing and Voluntary Waiver:
  - i. The Parties represent and agree that they have thoroughly discussed all aspects of this Agreement with their respective attorneys and have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement.
  - ii. The Parties hereto represent and acknowledge that in executing this Agreement, they do not rely and have not relied on any representation or statement made by any of the Parties or by any of the Parties' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise other than those specifically stated in this written Agreement.
- c. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties hereto, superseding and replacing all prior negotiations, understandings, representations and agreements, written or oral. No modification, amendment, waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either of the Parties unless confirmed by a written instrument signed by both Parties. No waiver by any party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.
- d. Enforcement and Venue: Should any party default in any material manner with respect to any of the obligations set forth in this Agreement, the sole and exclusive remedy for the non-defaulting party shall be a suit for specific performance with the prevailing party receiving attorney's fees and costs incurred in such proceeding. The proper and only venue for any action, based upon any alleged breach of any term, provision or obligation of this Agreement, shall be in the Alachua County Circuit Court for the State of Florida.
- e. Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, with the exception of the consideration set forth herein, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

- f. Multiple Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement and may be consummated by facsimile signatures.
- g. The Parties expressly acknowledge and agree that this Agreement is contingent upon the entry of an Order from the Court accepting this Agreement and retaining to jurisdiction to enforce same.
- h. The Parties acknowledge that should a third-party demand disclosure pursuant to Chapter 119, Florida Statutes, the Sheriff is obligated to comply with the request to disclose this release.

[SIGNATURE PAGE FOLLOWS]

PLAINTIFF ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, THAT HE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, THAT HE HAS BEEN ADVISED BY HIS COUNSEL CONSIDERING ITS CONTENTS, AND THAT HE EXECUTES THE SAME AND MAKES THE SETTLEMENT AND RELEASES PROVIDED FOR HEREIN VOLUNTARILY AND OF HIS OWN FREE WILL.

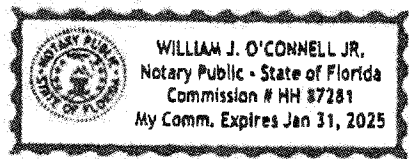
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates hereinafter appearing.

[Signature]  
Plaintiff  
William F. Williams, IV

5/31/2023  
Date

Sworn to and subscribed before me this 31 day of May, 2023.  
Personally Known      OR Produced Identification   X    
Type of Identification Produced FL DL

[Signature]  
Signature of Notary Public - State of FL  
William J. O'Connell Jr.  
Print, Type, or Stamp Commissioned Name of Notary Public



[Signature]  
Defendant  
Clovis Watson, Jr., Sheriff of Alachua County

5/31/2023  
Date

Sworn to and subscribed before me this 31 day of May, 2023.  
Personally Known X OR Produced Identification       
Type of Identification Produced     

[Signature]  
Signature of Notary Public - State of Florida  
Courtney Barreca  
Print, Type, or Stamp Commissioned Name of Notary Public

