

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

WHEREAS Jack Denton (hereinafter “Plaintiff”) filed suit against Amy Hecht and Brandon Bowden, both in their individual and official capacities as employees or officials of the Florida State University (collectively, “Defendants”) in the United States District Court for the Northern District of Florida in the lawsuit styled Jack Denton, Plaintiff v. Amy Hecht, Vice President for Student Affairs at Florida State University in her official and individual capacities, et al., N.D. Fla. Case No.: 4:20cv00425-AW/MAF (the “Litigation” or “the Lawsuit”); and

WHEREAS the Defendants deny any wrongdoing or unlawful acts on their part; and

WHEREAS the Defendants in good faith believe that the Plaintiff’s claims related to the Litigation, whether stated or unstated, are not valid ones, have contested the claims, and would continue to contest the claims, and in good faith believe there is a valid foundation for the defense of such claims; and

WHEREAS Plaintiff and the Defendants 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

WHEREAS Plaintiff and the Defendants are satisfied that the terms and conditions of this Settlement Agreement and General Release (hereinafter “Agreement” or “Release”) 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 Release, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby acknowledge and agree to the following:

1. Consideration and Release. One or more of the payment provisions in paragraphs 2, 3, and 4 will apply. Payments for Compensatory Damages and Back Pay, will be made payable to Plaintiff. Payments for Attorneys' Fees will be made to Alliance Defending Freedom.
2. Compensatory Damages for non-pecuniary losses. Plaintiff will be provided a one-time lump sum payment of \$10,000.00. The parties agree that an Internal Revenue Service (IRS) Form 1099 will be issued to Plaintiff for this amount. Plaintiff agrees to indemnify and hold the Defendants and those acting on their behalf making the payment under this paragraph harmless for any tax liabilities or penalties resulting from this payment or this payment being characterized as compensatory damages.
3. Back Pay. Plaintiff will be provided a one-time payment of \$1,050.00, less payroll and tax deductions required by law. The parties agree that an IRS Form W-2 (Wage and Tax Statement) will be issued to Plaintiff. Plaintiff agrees to indemnify the Defendants and those acting on their behalf making the payment under this paragraph and hold them harmless for any errors and omissions relating to payroll and tax deductions.
4. Plaintiff's Attorney Fees and Costs. A one-time lump sum payment in the amount of \$83,950.00 will be issued to Plaintiff's attorneys, Alliance Defending Freedom, representing Plaintiff's attorneys' fees and costs. The parties agree that an IRS Form 1099 will be issued to Alliance Defending Freedom for this amount and Plaintiff agrees to indemnify and hold the Defendants and those acting on their behalf making the payment under this paragraph harmless for any tax liabilities or penalties resulting from this payment being characterized as attorneys' fees and costs.
5. Student Senate Records. Consistent with paragraph 12, the Releasees will revise the

website <https://sga.fsu.edu/senate-past.shtml> as follows for the 72nd Student Senate:

72nd Student Senate President – Jack Denton

Student Senate President – Ahmad Daraldik (6/6/20)

Student Senate President – Jack Denton (Reinstated by student supreme court order dated 10/26/2020, decision affirmed 11/19/2020)

6. Release. The parties agree that (i) for the sums specified in paragraphs 2, 3 and 4, above, (ii) the action specified in paragraph 5 above, (iii) issuance of the Statement set forth in paragraph 16 below, and (iv) for other valuable consideration, the Plaintiff, for himself and any legal representatives, heirs, executors, administrators, successors, and assigns, hereby, without reservation, voluntarily releases, waives, absolves, and forever discharges, to the full extent permitted by law, the Defendants, and the Florida State University and its/their successors, appointed officials, boards, trustees, assigns, employees, agents, appointees, insurers, contractors, officers, servants, heirs, Ahmad O. Daraldik, Alexander Harmon, students participating in the Florida State University Student Government Association, any and all other officials or employees of the Florida State University, the Florida Board of Governors, and the Florida Department of Financial Services, 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 “Releasees”), from any and all claims, demands, actions, liens, contracts, covenants, wages, obligations, debts, judgments, causes of action, or suits at law or in equity, of any kind or nature that Plaintiff may now have, have ever had, or hereafter may have (i) relating directly or indirectly to the allegations in the Lawsuit, to any academic experiences, to any interactions with Florida State University students, professors, or the Releasees, and/or to

Plaintiff's participation in Student Government, and (ii) which arise from actions taken by the Releasees prior to the date of this Agreement, (iii) whether these claims are known to Plaintiff 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 Release 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. Plaintiff agrees to complete any tax reporting forms which the Defendants or the Department of Financial Services may require.

7. Complete Settlement. This Release is intended as full and complete settlement of the claims raised in the administrative and/or legal proceeding identified above and any other claims that could have been raised that relate directly or indirectly to the allegations in the Lawsuit, to any academic experiences, to any interactions with Florida State University students, professors, or the Releasees, and/or to Plaintiff's participation in Student Government. The terms of this Release are intended as full and complete settlement of Plaintiff's claims against the Defendants and the Releasees for damages or relief of any type or form.

8. General Release of Claims. The claims, demands, actions, causes of action, or suits at law or in equity encompassed by this Release include, but are not limited to, those arising under the following:

The Florida Civil Rights Act, as amended, Florida Statutes Chapter 760;  
Title VII of the Civil Rights Act of 1964, as amended;  
The Civil Rights Act of 1991;

The Americans With Disabilities Act of 1990, as amended;  
The Rehabilitation Act of 1973;  
The Age Discrimination in Employment Act of 1967, as amended;  
The Occupational Safety and Health Act;  
The Older Workers Benefits Protection Act;  
The Fair Labor Standards Act;  
42 U.S.C. §§ 1981 through 1988, as amended;  
The Family Medical Leave Act of 1993;  
The Employment Retirement Income security Act of 1974, as amended (except such rights as may be vested under any retirement plan sponsored by the Defendants);  
The Immigration Reform and Control Act;  
Consolidated Omnibus Budget Reconciliation Act of 1986;  
Florida's Public Employees Relations Act;  
Florida's Workers' Compensation laws, Chapter 440 Fla. Stat.;  
Florida's Workers' Compensation Retaliation, § 440.205;  
Florida Wage Discrimination Law - § 448.07;  
Florida Whistle-blower's Act - §§ 112.3187-112.31895;  
Florida Equal Pay Law - § 725.07;  
Families First Coronavirus Response Act;  
And any and all federal constitutional or statutory or common law actions, any and all state constitutional, statutory, or common law actions, and any and all local ordinances and regulations.

9. No Further Action. In consideration of the terms set forth above, Plaintiff hereby also agrees, on the Plaintiff's own behalf as well as any heirs, executors, administrators and assigns, to waive, release, forever discharge and voluntarily covenant not to sue the Defendants and the Releasees regarding any actions or omissions that occurred prior to execution of this Release that relate directly or indirectly to the allegations in the Lawsuit, to any academic experiences, to any interactions with Florida State University students, professors, or the Releasees, and/or to Plaintiff's participation in Student Government. Plaintiff hereby affirms that Plaintiff has not transferred or assigned to any person or entity any rights, claims, or causes of action which the Plaintiff has or might have had against the Defendants and the Releasees. Plaintiff also affirms that Plaintiff has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against the Defendants or Releasees in any forum or form, other than those specifically

enumerated by case number and/or Charge number herein. Plaintiff expressly agrees that acceptance of the consideration stated in this Release shall be a complete bar to, and release from, any and all claims that could otherwise be brought in the future by Plaintiff relating to employment, association, or interaction with the Defendants or the Releasees based upon events prior to the execution of this Release that relate directly or indirectly to the allegations in the Lawsuit, to any academic experiences, to any interactions with Florida State University students, professors, or the Releasees, and/or to Plaintiff's participation in Student Government. Plaintiff further agrees that Plaintiff is waiving the right to recover any monetary award should either Plaintiff, the Equal Opportunity Employment Commission, the Florida Commission on Human Relations, or any other agency or representative files a suit, charge, claim or action on Plaintiff's behalf against the Defendants or Releasees with respect to Plaintiff's employment with the Florida State University. Plaintiff further affirms that all employment matters that Plaintiff reasonably believes were or could have been a violation of any federal, state or local law, rule, regulation or constitution have been brought to the attention of the Florida State University and are satisfactorily resolved. Plaintiff further agrees that there is no reason to bring any suit, charge, complaint or similar action against the Defendants or Releasees relating to any employment matters or any matters premised on the interaction or association with any of the Releasees related directly or indirectly to the allegations in the Lawsuit, to any academic experiences, to any interactions with Florida State University students, professors, or the Releasees, and/or to Plaintiff's participation in Student Government and that Plaintiff will not do so in the future regarding any matters that existed prior to the execution of this Release. Plaintiff hereby agrees that if Plaintiff does file any such suit, charge, complaint or similar action relating

allegations in the Lawsuit, to any academic experiences, to any interactions with Florida State University students, professors, or the Releasees, and/or to participation in Student Government that existed prior to the execution of this Release, that the Defendants or Releasees may submit a copy of this Release to the appropriate court, agency, or other body and that this Release shall act as a voluntary dismissal with prejudice by Plaintiff of any such suit, charge, complaint or similar action.

10. Waiver of Attorneys' Fees and Costs. Any compensation described herein includes the parties' agreement, if any, with regard to attorneys' fees. Plaintiff and the Defendants 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 Release.

11. Plaintiff Affirmations. Plaintiff affirms that Plaintiff has reported all hours worked during employment with the Florida State University, as of the date of this release, and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, incentives, and/or benefits to which Plaintiff may be entitled, and that no other leave (paid or unpaid), compensation, wages, bonuses, incentives, and/or benefits are due, except as provided for in this Release. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases.

12. No Effect on Public Records Law. Plaintiff understands that nothing in this Release is intended to affect or does affect the obligations under Florida's Public Records laws that apply to the Florida State University or any of the Releasees, and that this Release and all other records

regarding Plaintiff may be subject to view by the public.

13. Warranty. Plaintiff warrants there are no pending lawsuits, Complaints, or Charges filed by Plaintiff relating to the Defendants or the Releasees, and Plaintiff's undersigned counsel warrants that there are no pending lawsuits, Complaints, or Charges filed by Plaintiff relating to the Releasees known to his undersigned counsel, and that 4:20-cv-00425-AW-MAF will be dismissed in its entirety, with prejudice no later than five (5) days of receipt of the consideration set forth in paragraphs 2 through 4 above and issuance of the Statement in paragraph 16 below.

14. Transmission of Consideration. The Defendants agree to use best efforts to transmit the check(s) in the amounts and payees as described above, within 30 working days after this Agreement is fully executed and received by the Defendants, and Plaintiff has provided all forms and information required by the Department of Financial Services to process the payments.

15. No Admission of Liability. This Release 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, stipulation, or resolution of any issues of law or fact by any of the parties to this Release.

16. Statement. As additional consideration for the dismissal of the Litigation and the Plaintiff's execution of a complete general release in favor of the Releasees, the Florida State University Office of Communications will issue the following statement within 30 working days from the date this release is fully executed and received by the Defendants and Counsel for the Defendants: "Florida State University remains committed to protecting the rights of its students to hold and practice their religious beliefs free of persecution. Every student, no matter their religion, has the right to participate in student organizations and hold positions in student



government.” No other language will be included with this statement except for information identifying the Florida State University Office of Communications and the date of the statement.

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

18. Governing Law and Interpretation. The language of all parts of this Release 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 Release 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.

19. Remedies for Breach. The parties agree that if either Plaintiff or the Defendants breaches this Release, that the only remedy therefor will be an action for breach of contract and that the proper venue for such action will be in state court in Leon County, Florida.

20. 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 general release language in sections 1, 6, and 8, such provision shall immediately become null and void, leaving the remainder of this Release in full force and effect.

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

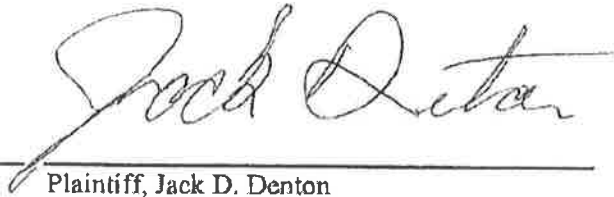
22. Tax Consequences. Nothing contained herein shall be construed or relied upon as any advice or opinion by or on behalf of the Defendants or any of the Releasees regarding the tax treatment of the settlement payment made hereunder. Plaintiff and his/her attorneys also acknowledge that neither the Defendants nor any persons assisting the University in any manner with negotiation or resolution of this matter have advised Plaintiff of the tax consequences, if any, resulting from monies paid under this Release.

23. Plaintiff Has Read and Understood Release. Plaintiff acknowledges that he has read and understands the purpose, tenure and effect of this Release, and he specifically acknowledges that he has been advised by the Defendants to consult with an attorney, and has had the opportunity to consult with his attorney before signing this Release. Plaintiff further acknowledges that this Release fully, completely, accurately, and truly sets forth the agreement between the parties. Therefore, Plaintiff agrees that signing this Release is done knowingly, freely, voluntarily and without the execution of duress.

**HAVING ELECTED TO SIGN THIS RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN CONSIDERATION, PLAINTIFF ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASEES THAT RELATE DIRECTLY OR INDIRECTLY TO THE ALLEGATIONS IN THE LAWSUIT, TO ANY ACADEMIC EXPERIENCES, TO ANY INTERACTIONS WITH FLORIDA STATE UNIVERSITY STUDENTS, PROFESSORS OR THE RELEASEES,**

**AND/OR TO PLAINTIFF'S PARTICIPATION IN STUDENT GOVERNMENT.**

Signed:



\_\_\_\_\_  
Attorney for the Plaintiff,  
Virginia Bar Number

\_\_\_\_\_  
Plaintiff, Jack D. Denton

Date: 5/18/2021

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Defendants  
Florida Bar Number

\_\_\_\_\_  
Defendant, Amy Hecht, Vice President for  
Student Affairs at Florida State University in  
her official and individual capacities,

Date: \_\_\_\_\_

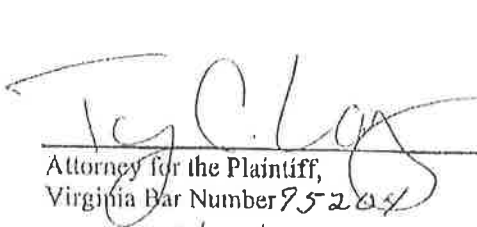
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\_\_\_\_\_  
Defendant, Brandon Bowden, Interim Director  
of the Department of Student Government and  
Advocacy at Florida State University in his  
official and individual capacities,

Date: \_\_\_\_\_

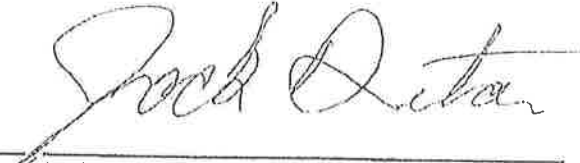
AND/OR TO PLAINTIFF'S PARTICIPATION IN STUDENT GOVERNMENT.

Signed:



Attorney for the Plaintiff,  
Virginia Bar Number 75204

Date: 5/20/21

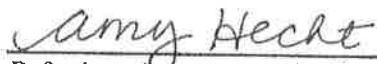


Plaintiff, Jack D. Denton

Date: 5/18/2021

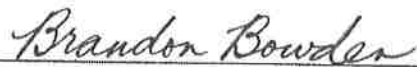
Attorney for Defendants  
Florida Bar Number

Date: \_\_\_\_\_



Defendant, Amy Hecht, Vice President for  
Student Affairs at Florida State University in  
her official and individual capacities,

Date: 5/21/2021




Defendant, Brandon Bowden, Interim Director  
of the Department of Student Government and  
Advocacy at Florida State University in his  
official and individual capacities,

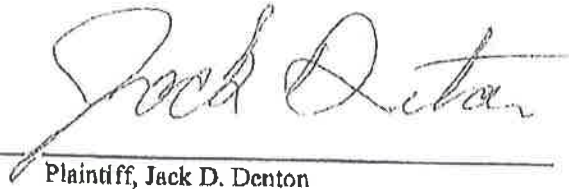
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AND/OR TO PLAINTIFF'S PARTICIPATION IN STUDENT GOVERNMENT.

Signed:

  
\_\_\_\_\_  
Attorney for the Plaintiff,  
Virginia Bar Number 75204

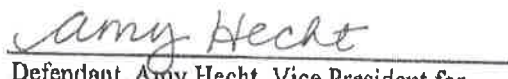
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Plaintiff, Jack D. Denton

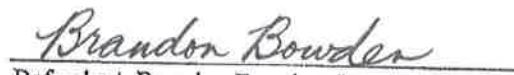
Date: 5/18/2021

  
\_\_\_\_\_  
Attorney for Defendants  
Florida Bar Number

Date: 5-24-2021

  
\_\_\_\_\_  
Defendant, Amy Hecht, Vice President for  
Student Affairs at Florida State University in  
her official and individual capacities,

Date: 5/21/2021

  
\_\_\_\_\_  
Defendant, Brandon Bowden, Interim Director  
of the Department of Student Government and  
Advocacy at Florida State University in his  
official and individual capacities,

Date: 5/21/2021