

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

**WHEREAS** there currently exists a dispute between Brittney Brown (hereinafter "Employee" or "Plaintiff"), Roger A. Young, in his official capacity as Executive Director of the Florida Fish and Wildlife Conservation Commission ("Young"), and Melissa Tucker, in her individual capacity ("Tucker"). Young and Tucker are referred to collectively as "Defendants." Employee, Young, and Tucker are referred to collectively as the "parties." The dispute includes, but is not limited to, the facts and circumstances related to or arising out of the lawsuit styled *Brittney Brown v. Roger A. Young, in his official capacity as Executive Director of the Florida Fish and Wildlife Conservation Commission, and Melissa Tucker, in her individual capacity*, Case No. 4:25-cv-419-MW/MJF, pending in the United States District Court for the Northern District of Florida, Tallahassee Division (the "Action"), or otherwise related to or arising out of Employee's employment with, service to, or work for the Florida Fish and Wildlife Conservation Commission ("FWC," the "Agency," or the "Employer"); and


**WHEREAS** Young, Tucker, FWC, and the Released Parties identified below deny any liability, wrongdoing, unlawful act, sanctionable conduct, false statement, bad faith, vexatious litigation, professional misconduct, violation of law, violation of rule, breach of duty, or other conduct for which they could be held liable; and

**WHEREAS** Young, Tucker, FWC, and the Released Parties have contested Employee's claims and allegations, including those relating to the Sanctions Order defined below, deny that Employee is entitled to any relief except as expressly provided in this Release, and would continue to contest the Action absent this settlement; and

**WHEREAS** Employee, Young, and Tucker have determined that their respective interests would best be served by completely resolving, compromising, and settling the Action and all existing or possible disputes, disagreements, claims, fees, costs, expenses, sanctions-related monetary amounts, and requests for relief between them, without additional delay, litigation, or litigation of any federal, state, or other cause yet unfiled; and

**WHEREAS** Employee, Young, and Tucker are satisfied that the terms and conditions of this Settlement Agreement and General Release (hereinafter "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; and

  
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**WHEREAS**, on May 12, 2026, the Court entered its Order Accepting Report and Recommendation and Imposing Sanctions, ECF No. 73 (the "Sanctions Order"); and

**WHEREAS**, because the Sanctions Order has not been reduced to a quantified fee award and the Action remains pending, Young, Tucker, Lawson Huck Gonzalez, PLLC, and/or any current or former attorney of Lawson Huck Gonzalez, PLLC may seek vacatur of the Sanctions Order as to Lawson Huck Gonzalez, PLLC, any current or former attorney of Lawson Huck Gonzalez, PLLC, and/or any sanctions-related fee exposure or finding attributable to them, or such other relief from the Sanctions Order as Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC may determine to seek, including reconsideration, revision, clarification, modification, appeal, petition, motion, or other request for further review or relief, by any procedural vehicle they determine to be appropriate in light of the procedural posture of the Action and the Sanctions Order (the "Sanctions Relief Motion").

1. **Consideration and Release.** One or more of the payment provisions in paragraphs 2, 3, 4, or 5 will apply. If any of these paragraphs contains no payment amount, that paragraph does not apply to this Release. The total settlement consideration payable under paragraphs 2, 3, 4, and/or 5 shall not exceed \$485,000.00 (the "Settlement Payment"). The Settlement Payment is allocated as follows: \$235,000.00 in compensatory damages under paragraph 2; no front pay under paragraph 3; \$40,000.00 in back pay under paragraph 4; and \$210,000.00 in attorneys' fees and costs under paragraph 5. Payments for Compensatory Damages and Back Pay will be made payable to Employee unless otherwise required or approved by the State of Florida payment process. Payments for Attorneys' Fees will be made to the attorney or law office. The consideration described in this Release is all-inclusive and resolves all claims, damages, attorneys' fees, taxable and non-taxable costs, expenses, interest, sanctions-related fees or costs, and any other monetary or non-monetary relief Employee has sought, may seek, or could have sought in the Action, except for the express obligations stated in this Release. For purposes of this Release, "Effective Date" means the date on which this Release is last executed by Employee, Young, Tucker, and any other signatory whose signature is required below.

2. **Compensatory Damages for non-pecuniary losses.** A one-time lump sum payment of \$235,000.00. The parties agree that an Internal Revenue Service (IRS) Form 1099 will be issued to Employee for this amount. Employee agrees to indemnify and hold FWC, Young, Tucker, and the Released Parties harmless for any tax liabilities or penalties resulting from this payment or this payment being characterized as compensatory damages.

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3. **Front Pay.** This paragraph intentionally contains no payment amount and does not apply to this Release. No portion of the Settlement Payment is allocated to front pay.

4. **Back Pay.** Employer will pay a one-time payment of \$40,000.00, 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 Employee for any amount paid under this paragraph. Employee agrees to indemnify FWC, Young, Tucker, and the Released Parties and hold them harmless for any errors and omissions relating to payroll and tax deductions.

5. **Employee's Attorney Fees and Costs.** A one-time lump sum payment in the amount of \$210,000.00 to Employee's attorneys, Gary S. Edinger, P.A., representing Employee's attorneys' fees and costs. The parties agree that an IRS Form 1099 will be issued to Gary S. Edinger, P.A. for this amount, and Employee agrees to indemnify and hold FWC, Young, Tucker, and the Released Parties harmless for any tax liabilities or penalties resulting from this payment being characterized as attorneys' fees and costs. This payment, together with the consideration described in paragraphs 2 and/or 4, resolves all attorneys' fees and costs Employee has claimed, may claim, or could claim in the Action, including any fees, costs, sanctions-related fees, sanctions-related costs, sanctions-related monetary amounts, or other monetary amount that might be associated with the Sanctions Order or sanctions proceedings.

6. **Release.** The parties agree that for the sums specified in paragraphs 2, 4, and/or 5, above, and for other valuable consideration, Employee, for herself 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, Young, Tucker, FWC, the State of Florida, the Florida Fish and Wildlife Conservation Commission, Lawson Huck Gonzalez, PLLC, all current and former counsel for Young, Tucker, FWC, or any FWC-related defendant in the Action, and each of their current and former officers, commissioners, directors, employees, agents, representatives, attorneys, insurers, reinsurers, successors, assigns, departments, agencies, divisions, affiliates, and related governmental entities, in their official, individual, representative, and professional capacities as applicable, to the extent any claim arises out of or relates to the Action or the matters released below (collectively, 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, of any kind or nature, whether these claims are known to Employee 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 all 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,

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costs, sanctions-related fees, costs or monetary amounts, sanctions-related amounts, reinstatement, back pay, front pay, other special damages, general damages, claims for emotional distress, mental anguish and related claims, and/or other equitable relief. Employee agrees to complete any tax reporting forms which FWC, the Agency, 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 legal proceeding identified above and any other claims that could have been raised resulting from Employee's employment, service, work, separation, non-reinstatement, non-reemployment, or other interaction with FWC, Young, Tucker, or any Released Party. The terms of this Release are intended as full and complete settlement of Employee's claims against the Released Parties for damages, attorneys' fees, costs, expenses, interest, sanctions-related amounts, or relief of any type or form, except for the express obligations stated in this Release.

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 or relating to the Action, Employee's employment, work, assignment, separation, non-reinstatement, non-reemployment, relationship with FWC, the facts, allegations, claims, defenses, filings, testimony, declarations, discovery, hearings, orders, sanctions proceedings, settlement negotiations, or events at issue in the Action, and those arising under the following<sup>1</sup>:

- 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.

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<sup>1</sup> Inclusion of these various potential causes of action does not concede that they are all applicable to Employer. References to statute chapters or sections are illustrative and intended to include the laws described even if renumbered or amended as of the date of this Release.

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- The Family and Medical Leave Act of 1993.
- The Employee 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
- And any and all federal constitutional or statutory or common law actions, any and all state constitutional, statutory, or common law actions, any and all local ordinances and regulations, and any claim for damages, reinstatement, front pay, back pay, benefits, compensatory damages, punitive damages, declaratory relief, injunctive relief, attorneys' fees, costs, expenses, interest, sanctions, penalties, sanctions-related amounts, or other relief arising from or relating to the Action.

9. **No Further Action.** In consideration of the terms set forth above, Employee hereby also agrees, on Employee's own behalf as well as any heirs, executors, administrators, and assigns, to waive, release, forever discharge, and voluntarily covenant not to sue the Released Parties regarding any actions or omissions that occurred prior to execution of this Release or based on FWC's reliance on paragraph 10A to decline to consider, interview, hire, rehire, appoint, reappoint, reinstate, assign, place, transfer, or otherwise employ Employee for any position or placement with FWC. Employee hereby affirms that Employee has not transferred or assigned to any person or entity any rights, claims, or causes of action which Employee has or might have had against any Released Party. Employee also affirms that Employee has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against any Released Party in any forum or form, other than the Action and any administrative charge, complaint, or matter specifically identified in this Release. Employee 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 Employee relating to employment with FWC or any Released Party based upon events prior to the execution of this Release. Employee further agrees that Employee is waiving the right to recover

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any monetary award, attorneys' fees, costs, expenses, sanctions-related monetary amounts, reinstatement, or individual relief should Employee, the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, or any other agency or representative file a suit, charge, claim, or action on Employee's behalf against any Released Party with respect to any released claim, except as required by law or to enforce this Release. Employee further affirms that all employment matters that Employee reasonably believes were or could have been a violation of any federal, state, or local law, rule, regulation, or constitution have been brought to Employer's attention and are satisfactorily resolved. Employee further agrees that there is no reason to bring any suit, charge, complaint, or similar action against any Released Party relating to any employment matters and that Employee will not do so in the future regarding any matters that existed prior to the execution of this Release. Employee hereby agrees that if Employee does file any such suit, charge, complaint, or similar action relating to matters that existed prior to the execution of this Release, Employer or any Released Party 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 Employee of any such suit, charge, complaint, or similar action to the fullest extent permitted by law.

10. **Waiver of Attorneys' Fees, Costs, and Sanctions-Related Amounts.** Any compensation described herein includes the parties' agreement with regard to attorneys' fees, costs, expenses, interest, sanctions-related fees, costs or monetary amounts, and sanctions-related amounts. Employee waives, releases, satisfies, extinguishes, withdraws, and forgoes any claim or entitlement to attorneys' fees, costs, expenses, interest, sanctions-related fees or costs, or sanctions-related amounts other than as expressly set forth herein and agrees that neither Employee nor anyone acting on her behalf will petition any court of competent jurisdiction for an award, quantification, assessment, collection, execution, or enforcement of attorneys' fees, costs, expenses, interest, sanctions-related fees, costs or monetary amounts, or sanctions-related amounts relating to the Action or any of the actions or potential actions described in this Release. Moreover, Plaintiff and her attorneys agree to execute, deliver, and provide all additional or further instruments and documents as necessary to effectuate the full and complete satisfaction of any payment and/or monetary obligations of the Sanction Order, and shall take such further action as shall be reasonably required in order to effectuate the full and complete satisfaction of any payment and/or monetary obligations of the Sanction Order and the terms of this paragraph. Nothing in this paragraph limits the rights of Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC to seek vacatur, reconsideration, revision, clarification, modification, appeal, petition, motion, or other request for further review or relief from the Sanctions Order as provided in paragraph 10E.

10A. **No Reinstatement; No Reapplication or Rehire; Resignation.** This

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is a no-reinstatement settlement. Employee waives and releases any claim to reinstatement, appointment, reappointment, employment, assignment, placement, transfer, promotion, or any other prospective employment-related relief from FWC, Young, Tucker, or any Released Party.

Employee further agrees that she will not apply for, seek, request, or accept future employment, appointment, reappointment, reinstatement, assignment, placement, transfer, or other employment-related position or placement with FWC. If Employee later applies for, seeks, requests, or attempts to obtain any such position or placement with FWC, Employee agrees that this Release shall constitute a legitimate, non-retaliatory, non-discriminatory basis for FWC to decline to consider, interview, hire, rehire, appoint, reappoint, reinstate, assign, place, transfer, or otherwise employ Employee.

This provision applies only to future employment, appointment, reappointment, reinstatement, assignment, placement, transfer, or other employment-related position or placement with FWC. Nothing in this provision restricts Employee from applying for or seeking employment with any other state agency, public employer, private employer, partner agency, or third-party organization, subject to the other express terms of this Release.

Employee may submit a letter of resignation in a mutually acceptable form. Upon receipt, FWC shall place the resignation letter in Employee's appropriate personnel or employment-related file, except to the limited extent a specific legal, public-records, records-retention, or litigation-hold requirement prohibits that placement or requires the letter to be maintained in a different official location. The resignation shall not create any right to reinstatement, reemployment, benefits, back pay, front pay, seniority, transfer, promotion, or other employment-related relief.

Nothing in this paragraph restricts truthful testimony, compliance with subpoena or court order, communications with governmental agencies that cannot lawfully be restricted, cooperation with governmental investigations, compliance with public-records or records-retention obligations, or any other right or obligation that cannot lawfully be waived or restricted by private agreement.

**10B. Neutral Reference.** In response to future employment inquiries concerning Employee's employment or work with FWC, FWC shall provide a neutral reference except as otherwise required or permitted by law. The neutral reference shall be limited to Employee's dates of employment or service, position held, and confirmation that Employee resigned if the resignation letter referenced in paragraph 10A has been submitted and placed in Employee's file.



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Nothing in this Release requires FWC, Young, Tucker, or any FWC employee to provide false, misleading, incomplete, or legally prohibited information; to withhold information required by subpoena, court order, public-records law, agency policy, or other applicable law; or to restrict any legally required governmental response.

**10C. Non-Interference.** FWC, Young, and Tucker shall not knowingly interfere with Employee's employment with any partner agency or organization that works with FWC. During any such employment, Employee shall be treated by FWC and its employees on the same basis as similarly situated employees of such partner agencies or organizations.

This provision does not require FWC, Young, Tucker, or any FWC employee to provide preferential treatment to Employee, to take action inconsistent with applicable law, ordinary agency operations, contractual obligations, or lawful management discretion, or to refrain from truthful communications required by law or ordinary agency business.

**10D. Photo Removal.** Within 10 business days after the Effective Date, FWC shall make reasonable efforts to remove photographs taken by Employee from the Shorebird Program SharePoint folder identified as "Photos from Britt," to the extent such photographs are within FWC's possession, custody, or control and may be removed consistent with applicable public-records, records-retention, litigation-hold, evidence-preservation, copyright, and agency requirements.

To the extent any such photographs must be preserved under applicable law, policy, litigation-hold obligations, or records-retention requirements, FWC may preserve them in a nonpublic, records-retention, legal-hold, or archival location as appropriate. FWC shall notify Employee's counsel in writing if any identified photographs cannot be removed from the SharePoint folder due to applicable legal or records-related requirements and shall identify the general reason for non-removal. Nothing in this provision requires destruction of public records, litigation materials, archived records, backup materials, or records otherwise required to be maintained by law.

**10E. Stipulation and Agreement to Relief From Sanctions Order.** As a material, bargained-for term of this Release, Employee agrees to take no position regarding any vacatur of the Sanctions Order as to Lawson Huck Gonzalez, PLLC, any current or former attorney of Lawson Huck Gonzalez, PLLC, and/or any sanctions-related fee exposure or finding attributable to them. Employee further

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agrees not to oppose, contest, or take any adverse position with respect to such other relief from the Sanctions Order as Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC may seek, including reconsideration, revision, clarification, modification, appeal, petition, motion, or other request for further review or relief. Employee's agreement to take no position regarding any vacatur is a settlement-based agreement to the relief requested and does not require Employee to support, endorse, join, sign onto, or agree with any legal argument, factual contention, characterization, theory, procedural vehicle, proposed order, or motion strategy presented by Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC. Young, Tucker, and Lawson Huck Gonzalez, PLLC retain sole discretion to determine whether to file any Sanctions Relief Motion, what procedural vehicle to use, when to file, what relief to request, and what arguments, factual characterizations, theories, proposed order, or motion strategy to present.

The parties acknowledge and agree that their contractual settlement, release, waiver, and satisfaction of sanctions-related fee and monetary exposure are separate from any judicial relief from, or further review of, the Sanctions Order. The Settlement Payment resolves the parties' private settlement obligations and Employee's sanctions-related fee claims as provided in this Release, but only the Court or a reviewing court may reconsider, revise, clarify, modify, vacate, review, or otherwise alter the Sanctions Order or the federal docket.

Employee agrees not to express or file opposition to, contest, or take any adverse position with respect to any Sanctions Relief Motion that Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC may file. Employee's agreement to take no position regarding any requested relief, and Employee's taking of no position regarding any Sanctions Relief Motion, do not require Employee to support, endorse, join, sign onto, or agree with any legal argument, factual contention, characterization, theory, proposed order, procedural vehicle, or motion strategy presented by Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC. Employee may take no position on the merits of any Sanctions Relief Motion, and shall not express or file opposition to other requested relief in any Sanctions Relief Motion, as provided in this paragraph.

Within 3 business days after the Effective Date, or at pretrial conference currently scheduled for May 19, 2026, whichever comes first, and unless otherwise agreed in writing, the parties shall confer regarding the form of a short joint notice, stipulation, or other settlement-related filing advising the Court that the Action has been globally resolved; that the Settlement Payment resolves, releases, waives,

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satisfies, and extinguishes Employee's sanctions-related fee claims to the fullest extent permitted by law; that Employee agrees that the value of any sanctions-related attorney fees has been fully compensated through the settlement; that Employee takes no position regarding any vacatur of the Sanctions Order as to Lawson Huck Gonzalez, PLLC, any current or former attorney of Lawson Huck Gonzalez, PLLC, and/or any sanctions-related fee exposure or finding attributable to them; and that Employee will not express or file opposition to any Sanctions Relief Motion or other request for relief from the Sanctions Order as Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC may seek. The parties shall file that joint notice, stipulation, or other settlement-related filing promptly after conferral, unless Young, Tucker, or Lawson Huck Gonzalez, PLLC determine that a different filing sequence is appropriate in light of the procedural posture of the Action, payment timing, dismissal timing, further-review considerations, or any Court deadline. Any such joint notice, stipulation, or settlement-related filing shall not require Employee to adopt Young's, Tucker's, or Lawson Huck Gonzalez, PLLC's legal arguments, factual contentions, characterizations, theories, proposed order, procedural vehicle, or motion strategy.

If the Court invites or requires a response from Employee to any Sanctions Relief Motion, Employee may file a notice stating that Employee takes no position regarding the requested relief, in light of the settlement and the resolution of Employee's sanctions-related fee claims. Employee shall not be required to support, endorse, join, sign onto, or agree with any legal arguments, factual contentions, characterizations, theories, proposed order, procedural vehicle, or motion strategy presented by Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC.

The parties acknowledge that the Court retains discretion over whether to grant any requested relief from the Sanctions Order and that settlement alone does not require reconsideration, revision, clarification, modification, vacatur, or any other judicial relief. Nothing in this Release represents, warrants, guarantees, or implies that the Court will grant any Sanctions Relief Motion, approve any request, vacate the Sanctions Order, or grant any particular relief. The parties' obligations under this paragraph concern Employee's agreement to take no position regarding any vacatur or other requested sanctions-related relief, waiver of sanctions-related fee pursuit, and cooperation in presenting the settlement-related posture to the Court; they are not obligations to obtain any judicial result outside the parties' control, and they do not require Employee to support, endorse, join, sign onto, or agree with Young's, Tucker's, or Lawson Huck Gonzalez, PLLC's legal arguments, factual contentions, characterizations, theories, proposed order, procedural vehicle,

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or motion strategy. Nothing in this paragraph limits any right of Young, Tucker, Lawson Huck Gonzalez, PLLC, or any current or former attorney of Lawson Huck Gonzalez, PLLC to seek appeal, petition, motion, or other further review or relief if any requested relief is denied in whole or in part.

If the Court denies any Sanctions Relief Motion or other request for relief from the Sanctions Order in whole or in part, this Release shall remain enforceable unless the parties expressly agree otherwise in writing. In that event, Young, Tucker, Lawson Huck Gonzalez, PLLC, and any current or former attorney of Lawson Huck Gonzalez, PLLC reserve the right to seek any available appeal, petition, motion, or other request for further review or relief concerning the Sanctions Order or any sanctions-related ruling, finding, fee exposure, or adverse order affecting Young, Tucker, Lawson Huck Gonzalez, PLLC or any current or former attorney of Lawson Huck Gonzalez, PLLC. Employee shall not express or file opposition to, contest, or take any adverse position with respect to any such further review or relief to the extent it seeks vacatur, reconsideration, revision, clarification, modification, or other relief from sanctions-related rulings, findings, fee exposure, or adverse orders affecting Young, Tucker, Lawson Huck Gonzalez, PLLC or any current or former attorney of Lawson Huck Gonzalez, PLLC; provided, however, that Employee shall not be required to support, endorse, join, sign onto, or agree with any legal argument, factual contention, characterization, theory, procedural vehicle, proposed order, or motion strategy.

If any party fails to cooperate in the preparation or filing of any settlement-related notice, stipulation, dismissal paper, or filing required by this paragraph or paragraph 10F, or if Employee fails to comply with her obligations required by this paragraph, a non-breaching party may seek specific performance or other appropriate relief after providing written notice describing the alleged noncooperation or noncompliance and a 5-business-day opportunity to cure, unless immediate relief is necessary to avoid prejudice or unless the deadline for a required filing is shorter than the cure period.

**10F. Dismissal With Prejudice; Limited Retention of Jurisdiction.** Unless otherwise agreed in writing, the parties shall proceed in the following sequence: first, the parties shall execute this Release; second, the parties shall satisfy the applicable obligations under paragraph 10E within [5] business days of executing this Release; third, Employee shall file a stipulation of dismissal with prejudice under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), dismissing the Action with prejudice as to all claims and all parties, with each side to bear its own attorneys' fees, costs, and expenses except as otherwise expressly provided in this Release; and fourth, FWC or the appropriate State of Florida payment process shall

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transmit the consideration described in paragraphs 2, 4, and/or 5 as provided in paragraph 14.

The stipulation of dismissal shall state that the parties stipulate to the Court retaining limited jurisdiction to rule on any Sanctions Relief Motion and to address any subsequent proceedings, appeals, petitions, motions, or other requests for further review or relief relating to sanctions-related rulings, findings, fee exposure, or adverse orders affecting Lawson Huck Gonzalez, PLLC or any current or former attorney of Lawson Huck Gonzalez, PLLC if the Court does not grant the requested relief in full. The stipulation may also request that the Court retain jurisdiction to enforce this Release or incorporate any settlement term by reference if the parties agree that such a request is appropriate.

**10G. No Admission Regarding Sanctions or Settlement Terms.** This Release and its terms, including the Settlement Payment, the settlement of sanctions-related fee exposure, Employee's non-opposition to any Sanctions Relief Motion or other request for relief from the Sanctions Order described in paragraph 10E, Employee's withdrawal, waiver, or forbearance from further sanctions-related fee pursuit, the dismissal of the Action, and all settlement negotiations, shall not be construed as an admission by any party, FWC, any Released Party, Lawson Huck Gonzalez, PLLC, or any counsel of liability, wrongdoing, sanctionable conduct, false statement, bad faith, vexatious litigation, professional misconduct, violation of law, violation of rule, breach of duty, or the validity, invalidity, accuracy, or inaccuracy of any claim, defense, allegation, order, finding, argument, characterization, theory, or contention. All such liability and wrongdoing are expressly denied.

This Release is entered into to avoid the burden, expense, risk, uncertainty, and disruption of continued litigation. Nothing in this Release may be used as evidence of liability, fault, wrongdoing, sanctionable conduct, damages, or entitlement to relief, except in a proceeding to enforce this Release or as otherwise required by law. Nothing in this Release shall be construed as an admission by any party, FWC, any Released Party, Lawson Huck Gonzalez, PLLC, or any counsel concerning the propriety, finality, enforceability, validity, or effect of any sanctions order, fee entitlement, or finding.

**10H. Limited Acknowledgment by Lawson Huck Gonzalez, PLLC.** Lawson Huck Gonzalez, PLLC is not a party to this Release. Lawson Huck Gonzalez, PLLC executes the limited acknowledgment below solely for the purpose of acknowledging that Employee's sanctions-related fee claims, and any quantified or unquantified sanctions-related fee exposure contemplated by the Sanctions Order to the extent attributable to Lawson Huck Gonzalez, PLLC or to any current or

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former attorney of Lawson Huck Gonzalez, PLLC who represented Young or Tucker in the Action, in any capacity, have been fully and finally resolved, released, waived, satisfied, and extinguished to the fullest extent permitted by law as set forth in this Release.

By executing this limited acknowledgment, Lawson Huck Gonzalez, PLLC does not concede or admit that the Sanctions Order reaches Lawson Huck Gonzalez, PLLC in any institutional, firm-level, entity, or other capacity, or that any institutional, firm-level, or entity-level finding has been made. This acknowledgment is given solely to confirm the contractual resolution described in this Release and the scope of Employee's release, waiver, satisfaction, extinguishment, withdrawal, and forbearance from further pursuit of sanctions-related fee claims.

This limited acknowledgment does not make Lawson Huck Gonzalez, PLLC a settlement party, does not create any independent payment obligation, does not adjudicate or resolve any indemnification, reimbursement, advancement, insurance, risk-management, or coverage issue, and does not create any obligation under this Release except as expressly stated in this paragraph. This limited acknowledgment also does not constitute an admission by Lawson Huck Gonzalez, PLLC or any attorney of liability, wrongdoing, sanctionable conduct, false statement, bad faith, vexatious litigation, professional misconduct, violation of any law, rule, duty, or standard, or concerning the meaning, validity, enforceability, or effect of the Sanctions Order. Nothing in this Release limits Lawson Huck Gonzalez, PLLC's or any current or former attorney's right to seek appeal, petition, motion, or other further review or relief concerning the Sanctions Order or any sanctions-related ruling, finding, fee exposure, or adverse order affecting Lawson Huck Gonzalez, PLLC or any current or former attorney of Lawson Huck Gonzalez, PLLC.

**10I. No Resolution of Internal Indemnification, Reimbursement, or Coverage Issues.** Nothing in this Release adjudicates, releases, creates, expands, limits, or resolves any indemnification, reimbursement, advancement, insurance, risk-management, or coverage issue among or between FWC, Young, Tucker, Lawson Huck Gonzalez, PLLC, any attorney, any insurer, any risk-management entity, or any other nonparty. Those issues, if any, are reserved and are not part of this plaintiff-facing settlement, except to the limited extent necessary to give effect to Employee's release, waiver, satisfaction, extinguishment, withdrawal, and forbearance from further pursuit of claims against the Released Parties under this Release.

**10J. Public Records; No Confidentiality.** Employee understands that

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nothing in this Release is intended to affect or does affect FWC's obligations under Florida's public-records laws, and that this Release and all other records regarding Employee may be subject to view by the public. This Release is not confidential. No party shall contend that the existence, terms, amount, or implementation of this Release is confidential, except to the extent a specific record or portion of a record is exempt or confidential under applicable law.

Nothing in this Release restricts any party, FWC, or counsel from complying with Chapter 119, Florida Statutes, any subpoena, court order, audit, legislative inquiry, public-records request, reporting obligation, or other legal requirement. To the extent any record relating to this Release is exempt or confidential by law, the parties reserve all rights and obligations concerning that record.

**10K. Public Statements.** Any public statement by a party regarding this settlement shall be accurate. The parties may state that the Action has been resolved by settlement, without admission of liability or wrongdoing, and that the parties have requested dismissal of the Action. Nothing in this provision restricts compliance with public-records law, court filings, subpoenas, legal process, governmental inquiries, ethical obligations, or truthful testimony.

**10L. Mediator's Fees.** Unless otherwise agreed in writing, the parties shall equally divide any outstanding mediator's fees owed to Judge Wolf for the May 8, 2026 mediation, and each side shall pay its allocated portion of such fees directly to Judge Wolf or his designee in accordance with the invoice. Except as expressly stated in this Release, each side shall bear its own attorneys' fees, costs, and expenses.

**10M. Capacity and Authority.** Each party represents and warrants that the party has full legal capacity and authority to execute and perform this Release and that each individual signing below is duly authorized to sign in the capacity stated. Young signs in his official capacity only, through [Roger A. Young / authorized FWC representative]. Tucker signs in her individual capacity. Employee signs individually.

Each party further represents that the party has had the opportunity to consult with independent legal counsel regarding this Release, understands the Release, and enters into it voluntarily and without coercion.

**11. Employee Affirmations.** Employee affirms that Employee has reported all hours worked during employment with Employer, as of the date of this Release, and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses,

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incentives, and/or benefits to which Employee 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. Employee further affirms that Employee has no known workplace injuries or occupational diseases. Employee also confirms that Employee has been provided leave, and has not been denied leave, under the Family and Medical Leave Act.

12. **No Effect on Public Records Law.** Employee understands that nothing in this Release is intended to affect or does affect Employer's obligations under Florida's public-records laws, and that this Release and all other records regarding Employee may be subject to view by the public. This paragraph is supplemented by paragraph 10J.

13. **Warranty.** Employee warrants there are no pending lawsuits, complaints, or charges filed by Employee relating to Employer or any Released Party, and Employee's undersigned counsel warrants that there are no pending lawsuits, complaints, or charges filed by Employee relating to Employer or any Released Party known to her undersigned counsel, except for the Action and any matter expressly identified in this Release. Employee and Employee's undersigned counsel further warrant that the Action will be dismissed, with prejudice, as provided in paragraph 10F. The parties agree that transmission of consideration by Employer will not take place until after the Action is dismissed with prejudice in accordance with paragraph 10F, unless otherwise agreed in writing or required by the State of Florida payment process.

14. **Transmission of Consideration.** Employer agrees to use best efforts to transmit the check(s) in the amounts and payees as described above within 30 working days—and in all events no more than 45 working days — after this Release is fully executed and received by Employer and the Action has been dismissed with prejudice as provided in paragraph 10F, provided that Employee has provided all forms and information required by the Department of Financial Services to process the payments, which information the Department of Financial Services will promptly provide to Employee following the execution of this agreement.

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 or resolution of any issues of law or fact by any of the parties to this Release, except for the express settlement stipulations and obligations stated in this Release. This paragraph is supplemented by paragraph 10G.

16. **No Re-Application With Florida Fish and Wildlife Conservation Commission.** Employee acknowledges that this is a no-reinstatement settlement and that paragraph 10A governs Employee's agreement not to apply for, seek, request, or accept

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future employment, appointment, reappointment, reinstatement, assignment, placement, transfer, or other employment-related position or placement with FWC. If Employee later applies for, seeks, requests, or attempts to obtain any such position or placement with FWC, Employee agrees that this Release shall constitute a legitimate, non-retaliatory, non-discriminatory basis for FWC to decline to consider, interview, hire, rehire, appoint, reappoint, reinstate, assign, place, transfer, or otherwise employ Employee. This paragraph does not restrict Employee from applying for or seeking employment with any other state agency, public employer, private employer, partner agency, or third-party organization, subject to the other express terms of this Release.

17. **Entire Agreement; Modification.** The parties agree that this Release is the entire agreement between them. This Release overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Release. 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 parties to be bound. 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 federal law to the extent applicable and, where federal law does not control, 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 any party breaches this Release, or if Lawson Huck Gonzalez, PLLC breaches its limited acknowledgment, the remedy therefor will be an action for breach of contract, specific performance, or other relief available under applicable law. The proper venue for an ordinary breach-of-contract action will be in state court in Leon County, Florida, unless the United States District Court for the Northern District of Florida retains jurisdiction or otherwise has jurisdiction. Nothing in this paragraph authorizes any party to seek an order compelling the Court to reconsider, revise, clarify, modify, vacate, review, or otherwise alter the Sanctions Order. The enforceable obligations under paragraph 10E are the parties' obligations to cooperate in presenting the settlement-related posture to the Court, Employee's obligations to refrain from opposition, withdraw opposition where required, and forgo further sanctions-related fee pursuit, and the parties' obligations concerning the limited-jurisdiction language in the dismissal papers under paragraph 10F. Those obligations are not obligations to support, endorse, join, sign onto, or agree with any

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party's legal arguments, factual contentions, characterizations, theories, proposed order, procedural vehicle, or motion strategy, and they are not obligations to obtain any judicial result outside the parties' control.

20. **Severability.** If any court of competent jurisdiction determines that any provision of this Release is invalid, illegal, or unenforceable in any respect, and cannot be modified to be enforceable, excluding the general release language in paragraph 6, 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 all parties to be bound 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 Employer, Young, Tucker, any Released Party, or counsel regarding the tax treatment of the settlement payment made hereunder. Employee and her attorneys also acknowledge that neither Employer nor any persons assisting Employer in any manner with negotiation or resolution of this matter have advised Employee of the tax consequences, if any, resulting from monies paid under this Release.

23. **Employee Has Read and Understood Release.** Employee acknowledges that she has read and understands the purpose, terms, and effect of this Release, and she specifically acknowledges that she has been advised by Defendants to consult with an attorney and has had the opportunity to consult with her attorney before signing this Release. Employee further acknowledges that this Release fully, completely, accurately, and truly sets forth the agreement between the parties. Therefore, Employee 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, EMPLOYEE ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST EMPLOYER AND THE RELEASED PARTIES.**

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[INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

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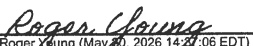
IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Settlement Agreement and General Release as of the Effective Date.

  
\_\_\_\_\_  
BRITTNEY BROWN  
Plaintiff

5/21/2026  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
GARY S. EDINGER, ESQ.  
Counsel for Plaintiff

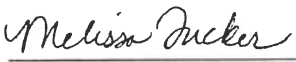
5/21/26  
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Date

  
Roger Young (May 20, 2026 14:27:06 EDT)  
\_\_\_\_\_  
ROGER A. YOUNG, in his  
official capacity as Executive  
Director of the Florida Fish and  
Wildlife Conservation Commission


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\_\_\_\_\_  
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\_\_\_\_\_  
TAYLOR GREENE, ESQ.  
Counsel for Young

05/20/2026  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
MELISSA TUCKER, in her  
individual capacity

05/20/2026  
\_\_\_\_\_  
Date

  
miriam coles (May 20, 2026 14:49:52 EDT)  
\_\_\_\_\_  
MIRIAM COLES, ESQ.  
Counsel for Tucker

05/20/2026  
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LIMITED ACKNOWLEDGMENT ONLY

Lawson Huck Gonzalez, PLLC executes below solely for the limited purpose stated in paragraph 10H and is not a party to this Release.

LAWSON HUCK GONZALEZ, PLLC

By:   
Jason Gonzalez (May 20, 2026 17:47:59 EDT)

Name: Jason Gonzalez

Title: Managing Shareholder

Date: 05/20/2026

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