

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) by and between Barbara Hinkson Craig (“Craig”) and the Pelican Landing Community Association, Inc. (“Association”) is made and entered into on the date on which the last party hereunder signs (“Effective Date”).

**WHEREAS**, the parties hereto have been involved in a dispute between them regarding access to Association’s employee compensation records; and

**WHEREAS**, the parties litigated a similar dispute during 2015 which litigation (Barbara Hinkson Craig v. Pelican Landing Community Association, Inc. Case No. 15-CA-003000, before the Honorable Judge Duryea) was dismissed pursuant to a prior Settlement Agreement; and

**WHEREAS**, the prior Settlement Agreement provided for the inclusion of specific Member Records Request terms for member review of employee compensation records; and

**WHEREAS**, the prior Settlement Agreement has been lost and the Policy (100.19) containing those specifically agreed-upon terms was subsequently amended by a prior Association Board on or about March 1, 2020, which amendment deleted the previously agreed-upon terms regarding member review of employee compensation records; and

**WHEREAS**, pursuant to §720.311, *Florida Statutes*, Craig has made a demand for Mediation of the current dispute and such mediation has been scheduled, subject to cancellation upon execution of this Agreement by both parties; and

**WHEREAS**, the parties now wish to settle their dispute, further revise the Member Records Request Policy and avoid the need for mediation or litigation.

**NOW, THEREFORE**, in exchange for mutually valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follows:

1. The foregoing Recitals are correct and are incorporated herein.
2. The Association shall amend its Member Records Request Policy (100.19) to include the following specific terms:

*Personnel records, including, but not limited to, disciplinary, payroll, health, and insurance records are generally not accessible to Members. However, written employee agreements, whether contracts or other written agreements, with the Association (or Management Company) employees, whether present or past, and budgetary or financial records that indicate compensation paid to Association employees will be made available to Members for review and copying, under the following conditions:*

- a. personal information of the employees, such as home address,*

*personal telephone numbers and personal identification info such as driver licenses and social security numbers will be redacted; and*

*b. employee compensation shall be disclosed by job classification or job title, but not by employee name, and the appropriate pay period will be indicated (hourly, weekly, monthly, etc.) with part-time and seasonal workers so identified; and*

*c. Members may obtain copies of all written employee contracts or agreements with redactions only to those described in paragraph a, above. Members, however, may not copy the specific compensation records described in subparagraph b, above. Members may take notes of or from all such information.*

3. After their adoption pursuant to this Agreement, the Association shall not thereafter amend or revise the above-described terms of its Member Records Request Policy in any manner which deletes, negates or otherwise conflicts with those terms as expressed herein, without the written consent of Craig.

4. Each party hereto represents, warrants and acknowledges that it has full power and authority to execute this Agreement, and to be bound by the terms and provisions set forth herein.

5. This Agreement shall be construed in accordance with, and all disputes hereunder shall be controlled by, the laws of the State of Florida and

6. The state courts situated in Lee County, Florida have exclusive jurisdiction over any litigation or claims of any kind arising from this Agreement.

7. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all the Parties hereto.

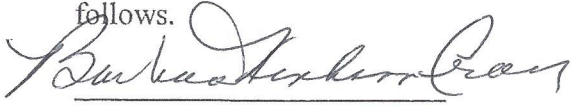
8. This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all parties.

9. This Agreement and any other documents referred to in this Agreement are intended by the parties as their final expression of their agreement with respect to the issues set forth herein.

10. The parties agree to take such additional reasonable actions, including the execution and delivery of any additional documents, reasonably necessary to effectuate the provisions of the Agreement.

11. The individuals whose signatures are affixed to this Agreement in a representative capacity represent that they are authorized to execute the Agreement on behalf of and to bind them on whose behalf the signature is affixed.

NOW THEREFORE, the parties have set forth their signatures and the dates of signing as follows.



**Barbara Hinkson Craig**

Date: December 4, 2020



**Pelican Landing Community Association, Inc.**

By: Ronald Bloom, President

Date: 11/23/20