

**Received Event (Event Succeeded)**

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07/01/2001 20:06 850-413-8743

DOH GENERAL COUNSEL

PAGE 02/04

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

**LINDA N. DUKES,**  
Petitioner,

vs.  
**DEPARTMENT OF HEALTH,**  
Respondent.

CASE NO. 01-2081

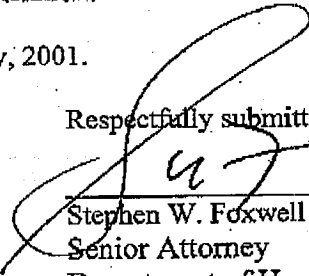
*EJD*

**JOINT MOTION TO RELINQUISH JURISDICTION**

Petitioner, Linda N. Dukes, and Respondent, Department of Health, jointly file this Motion to Relinquish Jurisdiction, requesting this cause be dismissed, as the parties entered into a settlement agreement on June 28, 2001, which resolved all issues raised by the petition. A copy of this joint motion and the settlement agreement is being provided to the Florida Commission on Human Relations.

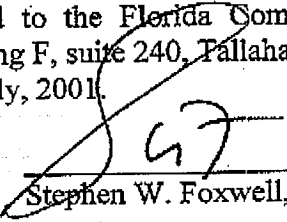
Dated this 2nd day of July, 2001.

Respectfully submitted,

  
\_\_\_\_\_  
Stephen W. Foxwell  
Senior Attorney  
Department of Health  
Office of the General Counsel  
4052 Bald Cypress Way, Bin A02  
Tallahassee, FL 32399-1703  
(850) 245-4022; FAX (850) 413-8743  
FBN: 0694347

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Joint Motion to Relinquish Jurisdiction was sent to Linda N. Dukes, 4053 Morgan Road, Tallahassee, Florida 32310, Thomas Brooks, Esquire, P.O. Box 1547, Tallahassee, Florida 32302-1547, and to the Florida Commission on Human Relations, 325 John Knox Road, building F, suite 240, Tallahassee, Florida 32303-4149 by U.S. Mail this 2nd day of July, 2001.

  
\_\_\_\_\_  
Stephen W. Foxwell, Esquire

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**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

LINDA N. DUKES,

Petitioner/Employee,

vs.

**DEPARTMENT OF HEALTH,**

Respondent/Agency.

**SETTLEMENT AGREEMENT**

1. Both parties have freely and voluntarily reached agreement on the terms of settlement set forth herein, have had an opportunity to consult a lawyer, and will pay their own fees and costs.

2. Petitioner/Employee has petitioned for an administrative hearing regarding an alleged overpayment of \$995.57. Petitioner/Employee withdraws the request for an administrative hearing regarding this issue and agrees to pay Respondent/Agency the amount of \$995.57, within two (2) business days after she receives the payment described in paragraph six (6).

3. A second overpayment issue, in the amount of \$3,202.85, is pending between the parties. This results from the Petitioner/Employee being compensated for 278.5 hours that she did not actually work or have leave to cover. Petitioner/Employee agrees to provide the needed, relevant documentation to the Respondent/Agency in order to facilitate this overpayment being covered, as much as practical, by donated leave. Any overpayment amount due not covered by donated leave shall be waived by the Respondent/Agency.

4. Petitioner/Employee has also petitioned for an administrative hearing, alleging violations of section 760.10, Florida Statutes. This matter is identified as Case No. 01-2081 /FCHR No. 20-01087. Respondent/Agency denies any such violation.

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This agreement shall constitute the withdrawal of the petition. The Respondent/Agency shall ~~notify the Administrative Law Judge (ALJ), by joint motion, that the matter has~~ been resolved through settlement and request the case be closed.

5. This agreement constitutes the resignation of the Petitioner/Employee, effective at the close of business on the date this agreement is dated, after being signed by the parties. The resignation is for health reasons.

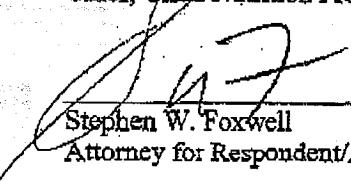
6. The Respondent/Agency shall pay the Petitioner/Employee a lump sum amount equal to three months (thirteen weeks) full time salary, less necessary deductions.

7. The Agency shall not contest any request for unemployment compensation made by the Petitioner/Employee as a result of this separation from employment.


8. The parties agree this settlement agreement resolves any and all claims or causes of action which have been made, or might be made, by either party to this agreement against the other party based on any facts or circumstances known at the time of the execution of this agreement arising from the Petitioner/Employee's employment relationship with the Agency.

THIS SETTLEMENT AGREEMENT is dated June 28, 2001.

  
\_\_\_\_\_  
Phil Reeves  
Chief, Child Nutrition Program

  
\_\_\_\_\_  
Stephen W. Foxwell  
Attorney for Respondent/Agency

  
\_\_\_\_\_  
Linda Dukes  
Petitioner/Employee

  
\_\_\_\_\_  
Thomas W. Brooks  
Attorney for Petitioner/Employee