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October 9, 2002

DMK

The Honorable Daniel M. Kilbride
Division of Administrative Hearings
The DeSoto Building
1230 APALACHEE PKWY
TALLAHASSEE, FL 32399-3060

RE: LILLIE DAVIS V. ROCKWELL COLLINS, INC.
DOAH NO. 02-3389/FCHR NO. 2101204

DEAR JUDGE KILBRIDE:

I the Petitioner LILLIE DAVIS,
HAVE NOT RESOLVED MY CASE WITH
ROCKWELL COLLINS. AND TO LET YOU
KNOW THAT I WILL BE AT THE
HEARING OCT. 17, 2002 AND OCT. 29, 2002.

VERY TRULY YOURS

Lillie B. Davis

LILLIE DAVIS

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RELEASE AND WAIVER AGREEMENT

Rockwell Collins, Inc. ("Employer") and Lillie B. Davis ("Employee"), have reached the following Release and Waiver Agreement ("Agreement"):

1. The undersigned, Lillie B. Davis, will receive the sum of \$50.00 and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged and confessed.

2. In return for the receipt of \$50.00, and for other good and valuable consideration the employee agrees that:

A. Lillie B. Davis voluntarily gives up, releases and forever discharges any and all claims, damages, demands, causes of action, whether known or unknown, suspected or unsuspected against Rockwell Collins, Inc. and its related corporations and its officers, agents and associates. This release specifically includes, but is not limited to, the release of all claims arising:

- (1) Out of, or in anyway connected to any loss, damage, or injury whatsoever, known or unknown, suspected or unsuspected, resulting from, or out of her employment, or her separation from her employment with Rockwell Collins, Inc. prior to the date hereof.
- (2) This release includes, but is not limited to the release of any and all claims for back pay, liquidated damages, exemplary damages, punitive damages, consequential damages, damages for mental anguish, damages for loss of employment prospects, damages for loss of reputation, damages for breach of contract, negligence, misrepresentation, intentional acts, attorney's fees of any kind, whether known or unknown, and whether asserted or not.

B. The employee further agrees that she will not file any charges, complaints or civil actions of any kind or nature with any court or agency against Rockwell Collins, Inc., seeking damage, remuneration, or remedy of any kind, including without limitation, damages (whether economic, compensatory, or punitive) claims or causes of action arising under state or federal law or common law for wrongful termination, wrongful discharge, defamation, emotional distress, physical or emotional injury, or any other act based upon negligence or intentional acts, or omissions; for unpaid compensation or benefits, unemployment compensation issues that have arisen or will arise, federal or municipal administrative charge or complaint, any and all causes of actions based on any federal, state, or local law, statute, ordinance, administrative regulation, public policy or executive order, including but not limited to, the Fair Labor Standards Act

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of 1938, as amended 29 U.S.C. Sec. 201-209; the Civil Rights Act of 1964, as amended 42 U.S.C. Sec. 2000e-2000e-17; the Civil Rights Act of 1991 - the Civil Rights Act of 1866, as amended, 42 U.S.C. Sec. 1981; the Civil Rights Act of 1981; the Civil Rights Act of 1871, as amended, 42 U.S.C. Sec. 1983, 1985; Executive Order 11246; the Rehabilitation Act of 1973, as amended, 29 U.S.C. Sec. 701-796i; the National Labor Relations Act, as amended, 29 U.S.C. Sec. 141-187; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Sec. 621-634; the Florida Civil Rights Act of 1992, as amended, Fla. Stat. Sec. 760.01-760.10; Fla. Stat. §440.205; Fla. Stat. §448.101-448.105, the Florida "Whistleblower Act," and any other state or federal constitutional claim, right, public policy or cause of action founded in tort, contract, or other common law cause of action including, but not limited to, actions based on misrepresentations, defamation, invasion of privacy, interference with prospective economic advantage, interference with contractual relations, or negligence, or for discrimination because of age, race, religion, national origin, sex, or disability, based upon her employment, or separation from employment with Rockwell Collins, Inc..

- c. The employee further agrees that she will not file any charges, complaints or civil actions of any kind or nature with any court or agency against Rockwell Collins, Inc. seeking damage, remuneration, or remedy of any kind, including but not limited to, damages (whether economic, compensatory, or punitive), claims or causes of action arising under the Americans with Disabilities Act.
- d. The employee further agrees that she will not file any charges, complaints or civil actions of any kind or nature with any court or agency against Rockwell Collins, Inc. seeking damage, remuneration, or remedy of any kind, including but not limited to, damages (whether economic, compensatory, or punitive), claims or causes of action arising under the Family Medical Leave Act.
- e. The employee understands that, among other things, she is giving up all claims of age discrimination against Rockwell Collins, Inc. which she might have under the Older Workers Benefit Protection Act of 1990 the Federal Age Discrimination in Employment Act, any and all federal, state or local labor laws, the Civil Rights Act of 1964 as amended by 42 U.S.C. §2000e, et. seq. (Title VII), and Florida Civil Rights Act of 1992.
- F. The term "employee" includes Lillie B. Davis and all of her heirs and assigns.

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- G. The employee agrees that by executing this document, she is volunteering for a layoff due to a reduction in force, and she will not at any time in the future ask, or apply for employment with Rockwell Collins, Inc., either directly or indirectly through any other agency.
- H. This agreement applies to Rockwell Collins, Inc., its subsidiaries, parents, and affiliates, and to all directors, officers and employees of Rockwell Collins, Inc., its subsidiaries, parents, and affiliates.
- I. The employee understands and agrees that the consideration provided by Rockwell Collins, Inc. to the employee is in full accord and satisfaction of doubtful and disputed claims that have arisen or will arise, and that the consideration for this release is for the purpose of enabling Rockwell Collins, Inc. to avoid the expense and inconvenience of litigation, and does not constitute an admission of liability on its part, and that Rockwell Collins, Inc. expressly denies that it has violated any law with respect to the employee.
- J. In further consideration of the premises, the employee desires to sever her employment with Rockwell Collins, Inc. after an effort by Rockwell Collins, Inc. to reasonably accommodate her. Also, the employee waives any right to reinstatement or reemployment, and agrees not to apply for, solicit, seek, or otherwise attempt to obtain employment with Rockwell Collins, Inc. or any of its related corporations, and further agrees that said corporation will not be at any time under any obligation to employ her.
- K. It is understood further that all federal, state, and local taxes, if any, on the amount of this claim are the sole responsibility of the employee.
- L. This release shall be binding upon the heirs, executors, administrators, and assigns of the employee.

3. This release specifically includes any and all claims asserted or which could have been asserted by Lillie B. Davis before the Florida Commission on Human Relations in FCHR Case No. 2101204 and the Florida Division of Administrative hearings in DOAH Case No. 02-3389, and Lillie B. Davis agrees to voluntarily dismiss and/or withdraw all such pending cases or charges including any related charge which may be pending before the U.S. Equal Employment Opportunity Commission.

4. The employee has seven days after signing this release and waiver agreement in which to revoke this agreement, and this agreement shall not become effective or enforceable until that seven day period has expired.

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5. The employee was advised and acknowledges that she has been given 21 days to consider the terms of this agreement.

6. The employee acknowledges that she has carefully read this entire agreement and fully understands its contents.

7. Lillie B. Davis represents that she has had an opportunity to consult with competent legal counsel before signing this agreement. The claimant acknowledges that he has had a reasonable period of time within which to consider the settlement agreement. The employee accepts each and all of the terms, provisions, and conditions of the general release and does so voluntarily and with full knowledge and understanding of the contents, nature and effect of this release and waiver of employment.

Lillie B. Davis, Employee

Date

Rockwell Collins, Inc., Employer

Date

BEFORE ME, the undersigned authority on this date personally appeared Lillie B. Davis, who has produced _____ as identification, who did/did not take an oath, and who acknowledged to me that she executed the above Release to the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2002.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____

Notary ID No.: _____