

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into the ____ day of _____, 2023 (“Effective Date of Agreement”), by and between **Derrick Gates; Robert Hornsby; Cory Mooney; Joseph Bates; Brian Dawkins; Mathew Bigelow; Timothy Deas; Michael Denton; Aaron Dorcik; Michael Downs; Bryan Hall; Timothy Groue; Charles Hawkins; Scott Hoverman; Samuel Jenner; David Lemasters; Michael Lurix; John Massey; Jason McEldowney; Justin Parker; Jesse Richard; Hugh Peterson; Bryant Seymore; Mark Seymour; Eric Tanner; Layne Triplett; Casey Whitehead; Michael Willis; William Wiley; Curtis Zeigler, Ray Romero, Irvin Dement, Dusty Drennan, Craig Kuhn and Jeremy Allen** (“Plaintiffs”), and **City of Biloxi, Mississippi** (“Biloxi” or the “City”) (collectively the “Parties”).

RECITALS

WHEREAS, in 1998 Biloxi passed City Ordinance 15-1-14. Pursuant to this ordinance, all full-time city employees that had completed one full year of continuous service, as of the beginning of the fiscal year, would be eligible for longevity pay. The employees would receive an annual payment equal to \$10.00 for each full month of service. The maximum annual benefit was capped at 20 years; and

WHEREAS, the City contends on August 31, 2012, the Biloxi City Council amended the ordinance during budgetary discussions. The City contends this amendment froze the longevity pay at the current rate as of September 30, 2012. Plaintiffs dispute this contention. Since October 1, 2012, those employees eligible for longevity pay have continued to receive the longevity pay amount without increases; and

WHEREAS the Plaintiffs are employees of Biloxi. In the Complaint filed in U.S. District Court for the Southern District of Mississippi, Southern Division, in the case of *Derrick Gates, et.*

al. vs. City of Biloxi Mississippi, Civil Action Number 1:22cv0356 (“the Lawsuit”), the Plaintiffs have alleged that Biloxi has failed to pay the proper longevity pay. Biloxi answered the Complaint and denied the allegations of the Plaintiffs; and

WHEREAS a settlement conference was held on May 3, 2023; and

WHEREAS while the subject lawsuit involved only the Plaintiffs, the City’s position was that any reinstatement of longevity pay should be for all full-time employees; and

WHEREAS the parties reached a tentative settlement pending final approval by the Biloxi City Council; and

WHEREAS the parties have agreed to settle and resolve all doubtful or disputed claims or potential claims that Plaintiffs have or may have against Biloxi for certain consideration to Plaintiffs, as enumerated and described herein;

WHEREAS the parties have negotiated this Agreement with full knowledge of its contents and after having the opportunity to consult with attorneys of their own choosing concerning its effect upon them;

WHEREAS in accepting this Agreement, none of the parties have relied upon any promise, representation, assumption or understanding that it is not expressed in this Agreement’s express, written terms;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. **Consideration.**

The following terms will remain in place at least through the term of the current administration which would be through June 30, 2025:

- A) Biloxi will reinstate longevity pay going forward pursuant to City Ordinance 15-1-

14 to not only the Plaintiffs but to all full-time city employees who qualify for longevity pay as of on October 1, 2023. The amount of available longevity pay going forward will be calculated by the number of years of service as of October 1, 2023. All other provisions of the Ordinance will remain in effect as of October 1, 2023.

- B) A representative of the union will be provided an opportunity to attend any discussions or meetings between the Fire Chief/ Fire Department Director and City Council member or members concerning fire department budget or fire department policies.
- C) The City will conduct a workshop within ninety (90) days after dismissal of the Lawsuit, between the City Council and members of the fire department union in an effort to determine whether the City will acknowledge the union, similar to what has occurred in Gautier and Pascagoula.
- D) The City will make a one-time lump sum payment of \$250.00 to the Plaintiffs named in this Agreement, to be paid on or before December 31, 2023.
- E) The City will pay the sum of \$15,000.00 to Plaintiffs' attorney for attorney's fees.
- F) All settlement negotiations and discussions are to remain confidential until the settlement is finalized.

Plaintiffs acknowledge and agree that the consideration being provided by the City under this Agreement, in the aggregate: (i) is in full discharge of any and all of the City and any of their related entities, potential liabilities and obligations to Plaintiffs and all of Plaintiffs' potential claims against the City, including claims for

compensation or benefits in any form which have been alleged in the suit; (ii) is in full discharge of any and all alleged claims against Biloxi and any of their related entities for damages of any kind; and (iii) fully and completely settles all claims by the Plaintiffs for attorney's fees, or any other potential claims against Biloxi or any of its related entities up to and including the Effective Date of this Agreement.

2. **Dismissal and General Release.** In consideration for the undertakings assumed and promises made by Biloxi pursuant to this Agreement:

- A) Plaintiffs agree to dismiss with prejudice the Lawsuit pending in U.S. District Court for Southern Mississippi.
- B) The Plaintiffs, for themselves and their heirs, executors, administrators, successors, and assigns (collectively referred to herein as "Releasers"), forever release and discharge the City, and any and all of their affiliated entities, successors and assigns and any of its or their past or present officers, owners, directors, agents, trustees, administrators, employees, insurers, attorneys or assigns (whether acting as agents for such entities or in their individual capacities) (collectively referred to herein as "Releasees"), from any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law, or statutory, federal, state, local or otherwise, and including but not limited to any claims for compensatory or punitive damages, injunctive or equitable relief, or for attorneys' fees, costs or disbursements of any kind), whether known or unknown, which the Plaintiffs ever had, now has or may hereafter have against the City by reason of any action, omission, transaction, or occurrence from the beginning of any employment and occurring up to and including the Effective Date

of this Agreement. It is the understanding and agreement of the Parties that the release provided for by this sub-paragraph shall be a general release in all respects.

3. **No Admission.** The Parties have entered into this Agreement solely for the purpose of avoiding the burdens and expense of further litigation. The making of this Agreement is not intended, and shall not be construed, as any acknowledgment or admission that any party has violated any federal, state, or local law (statutory or decisional), ordinance, or regulation, or has committed any wrong against the other party. The Parties agree that they may use this Agreement as evidence only in a proceeding in which any of the Parties allege a breach of this Agreement.

4. **Entire Agreement.** The Plaintiffs acknowledge that this Agreement, including the Affidavit attached hereto and incorporated herein, sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings between the Parties with regard to the matters set forth herein. All prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and superseded by, this Agreement. No waiver by either party of any provision or condition of this Agreement at any time shall be deemed a waiver of such provision or condition at any prior or subsequent time or of any other provision or condition at the same or any prior or subsequent time.

5. **Employee Consideration of Agreement.** Plaintiffs acknowledge that (A) they have read this Agreement in its entirety; (B) they have had an opportunity to consider fully the terms of this Agreement; (C) they have been advised by the City by this writing to consult with an attorney of their choosing in connection with this Agreement, and they have, in fact, obtained such advice; (D) they fully understand the significance of all terms and conditions of this Agreement; (E) they have had answered to their satisfaction any questions they have asked with regard to the meaning and significance of any of the provisions of this Agreement; and (F) they are signing this

Agreement voluntarily and of their own free will and assents to all terms and conditions contained herein.

7. **Severability**. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect. The illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement; provided, however, that upon any finding by a court of competent jurisdiction that the release provided for in Section 2 of this Agreement is illegal, void, and unenforceable or not entered into knowingly and voluntarily, the Plaintiffs agree, at the City's option, either to return promptly to the City the payments paid to Plaintiffs pursuant to this Agreement or to execute a release, waiver and/or covenant that is legal and enforceable.

8. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original as against any party who or which signed it, and all of which shall constitute one and same document.

Derrick Gates

Robert Hornsby

Cory Mooney

Joseph Bates

Brian Dawkins

Mathew Bigelow

Timothy Deas

Michael Denton

Aaron Dorcik

Michael Downs

Bryan Hall

Timothy Groue

Charles Hawkins

Scott Hoverman

Samuel Jenner

David Lemasters

Michael Lurix

John Massey

Jason McEldowney

Justin Parker

Jesse Richard

Hugh Peterson

Bryant Seymore

Mark Seymour

Eric Tanner

Layne Triplett

Casey Whitehead

Michael Willis

William Wiley

Curtis Zeigler

Ray Romero

Irvin Dement

Dusty Drennan

Craig Kuhn

Jeremy Allen

The City of Biloxi

By: _____
A.M. Gilich, Jr.
Mayor

APPROVED AS TO FORM ONLY

Nick Norris
Attorney for Plaintiffs

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Derrick Gates** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Robert Hornsby** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Cory Mooney** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Joseph Bates** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Brian Dawkins** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Mathew Bigelow** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Timothy Deas** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Michael Denton** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Aaron Dorcik** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Michael Downs** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Bryan Hall** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Timothy Groue** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Charles Hawkins** who acknowledged that he signed, executed and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Scott Hoverman** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Samuel Jenner** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **David Lemasters** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Michael Lurix** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **John Massey** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Jason McEldowney** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Justin Parker** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Jesse Richard** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Hugh Peterson** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Bryant Seymore** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Mark Seymour** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Eric Tanner** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Layne Triplett** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Casey Whitehead** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Michael Willis** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **William Wiley** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Curtis Zeigler** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Ray Romero** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Irvin Dement** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Dusty Drennan** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Craig Kuhn** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction the within named **Jeremy Allen** who acknowledged that he signed, executed, and delivered the above foregoing document on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the aforesaid state and county, on this ____ day of _____, 2023, within my jurisdiction, the within named _____, who acknowledged that he is the _____ of the City of Biloxi, Mississippi, and that in said representative capacity, and as the act and deed of the aforesaid company, he signed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:
