

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,  
IN AND FOR SEMINOLE COUNTY, FLORIDA  
CIVIL DIVISION

PHILIP S. KAPROW; and SARA  
KAPROW,

Plaintiffs,

v.

CASE NO.: 2024-CA-001340

CHRISTOPHER D. ANDERSON,  
individually; SEMINOLE COUNTY  
SUPERVISOR OF ELECTIONS;  
SEMINOLE COUNTY; and EBONY  
ANDERSON, individually,

Defendants.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement (this “**Agreement**”) is made and entered into effective as of the date on which the last of the parties has signed this Agreement (“**Effective Date**”), by and between Philip S. Kaprow and Sara Kaprow (collectively the “**Kaprows**”) and the Seminole County Supervisor of Elections (the “**SOE**”). The Kaprows and the SOE will be collectively referred to as the “**Parties**” or individually as a “**Party**”.

**Recitals:**

**A.** Philip S. Kaprow (“**Mr. Kaprow**”) was the former general counsel to the SOE. Sara Kaprow (“**Mrs. Kaprow**”) is Mr. Kaprow’s wife.

**B.** On September 22, 2023, Christopher Anderson (“**Mr. Anderson**”), at the time serving as the SOE, published a video to social media wherein Mr. Anderson and his wife, Ebony Anderson (“**Mrs. Anderson**”), allegedly made defamatory statements toward the Kaprows.

**C.** On July 16, 2024, the Kaprows commenced the above-referenced action alleging claims for defamation *per se* and vicarious liability against the SOE, and similar claims against Mr. Anderson, Mrs. Anderson, and Seminole County (the “**Litigation**”).

**D.** The Parties desire to avoid the expense and uncertainty associated with continuing the Litigation by agreeing upon a resolution of all issues between each other raised in, referenced by, or that could have been asserted in the Litigation.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct. The parties have relied upon the truth of the foregoing recitals to enter into this Agreement.

**Section 2. Settlement Payment.** The SOE shall pay and deliver to Kaprows the total amount of One Hundred Fifty Thousand and NO/100 U.S. Dollars (\$150,000.00) (the “**Settlement Payment**”). The Settlement Payment shall be by cashier’s check, money order, or other certified funds payable to the Solomon Law Group, P.A. Trust Account.

**Section 3. Dismissals.** Within 5 business days after the Kaprows receive the Settlement Payment, the Kaprows’ shall file a Notice of Voluntary Dismissal with Prejudice of the Kaprows’ claims asserted against the SOE in the Litigation. Neither the Kaprows, on the one hand, nor the SOE, on the other hand, may or will be entitled to seek recovery from the other Party any of their legal costs or attorneys’ fees incurred in connection with the Litigation or the resolution of the issues raised therein.

#### **Section 4. Releases.**

(a) The Kaprows’ hereby unconditionally release, waive, and forever discharge the SOE, and its respective past, present, and future predecessors, successors, assigns, employees, insurers, agents, representatives, attorneys, heirs, family members, spouses (past, present or future), executors and administrators and all persons acting by, through, under or in concert with the SOE (except for Christopher D. Anderson and Ebony Anderson), from any and all actions, causes of action, suits, debts, interest, costs, expenses, contracts, promises, damages, judgments, liabilities, rights, obligations, agreements, controversies, losses, claims and demands of any kind or nature whatsoever (including attorneys’ fees and costs actually incurred), whether in law or in equity, or in any other legal or administrative forum, whether known or unknown, direct or indirect, existing on or prior to the Effective Date which the Kaprows may have against the SOE in connection with or concerning in any way the issues that were alleged in the Litigation or that relate to the Tirade alleged in the Complaint. This Release does not release the SOE from its obligations pursuant to this Agreement, and this Release does not include Christopher D. Anderson or Ebony Anderson (as the Kaprows are continuing to pursue their separate claims against them).

(b) The SOE hereby unconditionally releases, waives, and forever discharges the Kaprows and their respective past, present, and future predecessors, successors, assigns, agents, representatives, attorneys, heirs, and all persons acting by, through, under, or in concert with the Kaprows, from any and all actions, causes of action, suits, debts, interest, costs, expenses, contracts, promises, damages, judgments, liabilities, rights, obligations, agreements, controversies, losses, claims and demands of any kind or nature whatsoever (including attorneys’ fees and costs actually incurred), whether in law or in equity, or in any other legal or administrative forum, whether known or unknown, direct or indirect, existing on or prior to the Effective Date which the SOE may have against the Kaprows in connection with or concerning in any way the issues that were alleged in the Litigation or that relate to the Tirade alleged in the Complaint. This release does not release the Kaprows from their obligations pursuant to this Agreement.

#### **Section 5. Miscellaneous.**

(a) **No Admission of Liability.** This Agreement is a result of a compromise of a disputed claim or claims and shall not at any time for any purpose be considered as an admission of liability or acceptance of responsibility of any Party, each of whom continues to deny any such liability and to disclaim any such responsibility. The payments and agreements recited herein are for the purpose of resolving all claims and potential claims relating to or arising out of the issues

that were raised or may have been raised in the Litigation or that relate to the Tirade alleged in the Complaint.

(b) **Non-disparagement.** Each Party shall not disparage the other Party in any forum for any reason whatsoever. This non-disparagement provision is a material term of this Agreement, shall be ongoing, and shall survive the execution of this Agreement.

(c) **Further Assurances.** Each of the parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions of this Agreement.

(d) **Cooperation.** The SOE shall cooperate with the Kaprows in their continued pursuit of claims against Mr. Anderson and Mrs. Anderson in the Litigation, consistent with the SOE's obligation to participate in and give discovery under the applicable rules of civil procedure.

(e) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(f) **Due Authorization.** The undersigned signatories, by their respective signatures, represent that they are duly authorized to execute this Agreement on behalf of their respective Party or on behalf of themselves.

(g) **Entire Agreement; Merger and Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof. The Parties agree that prior drafts of this Agreement and other agreements and other instruments entered into in connection with this Agreement relating to the matters contemplated hereby will be deemed not to provide any evidence as to the meaning of any provision hereof or the intent of the Parties with respect hereto.

(h) **Amendments and Waivers.** No amendment of any provision of this Agreement will be valid unless the same will be in writing and signed by all of the Parties affected by the proposed amendment. A modification of this Agreement cannot be effected by or based upon a Party's action or inaction; only a signed writing will suffice to alter this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(i) **Severability of Provisions.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any person or circumstance is held to be prohibited by, illegal, or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision will be ineffective only to the extent of such prohibition, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless such provision goes to the very essence of this Agreement.

(j) **Governing Law; Venue.** This Agreement shall be construed in accordance with and governed by Florida law. Any dispute related to this Agreement may only be brought in the Circuit Court for Seminole County, Florida.

(k) **Enforcement; Fees and Costs.** Each Party shall bear its own attorneys' fees and costs incurred in this matter. If any Party hereto asserts any claim that is controlled by or concerns this Agreement, then the prevailing Party or parties in such action shall be entitled to recover reasonable attorneys' fees and other expenses incurred, including fees for determining both a Party's entitlement to recover fees under this Agreement and the amount of fees to be awarded to that Party.

(l) **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any term defined herein in the singular form shall have a comparable meaning when used in the plural form, and vice versa. When used herein, (i) the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and (ii) the terms "include," "includes," and "including" are not limiting.

(m) **Counterparts; Delivery by Facsimile or PDF.** This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), all of which taken together will constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each Party will re-execute original forms thereof and deliver them to all other Parties. No Party will raise the use of a facsimile machine or electronic transmission in portable document format (pdf) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in portable document format (pdf) as a defense to the formation of a contract and each such Party forever waives any such defense, except to the extent such defense related to lack of authenticity.

(n) **Waiver of Jury Trial.** THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT

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Sara Kaprow



**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement as of the Effective Date.

**Seminole County Supervisor of Elections**

\_\_\_\_\_  
By: Amy Pennock  
As: Authorized agent

Date: \_\_\_\_\_

**Signature:** 

\_\_\_\_\_  
**Email:** [pkaprow@kaprowlaw.com](mailto:pkaprow@kaprowlaw.com)  
**PHILIP S. KAPROW**

05/14/2025  
Date: \_\_\_\_\_

**Signature:**   
Sara Kaprow (May 14, 2025 17:45 EDT)

\_\_\_\_\_  
**Email:** [sarakaprow@yahoo.com](mailto:sarakaprow@yahoo.com)  
**SARA KAPROW**

05/14/2025  
Date: \_\_\_\_\_









# Settlement Agreement (final)

Final Audit Report

2025-05-14

Created:	2025-05-14
By:	Philip S. Kaprow (pkaprow@kaprowlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo1CxNMZoMhYbkw1zclmrEXh4fZqzSLYE

## "Settlement Agreement (final)" History

-  Document created by Philip S. Kaprow (pkaprow@kaprowlaw.com)  
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-  Document emailed to Sara Kaprow (sarakaprow@yahoo.com) for signature  
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-  Document emailed to Philip S. Kaprow (pkaprow@kaprowlaw.com) for signature  
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-  Email viewed by Philip S. Kaprow (pkaprow@kaprowlaw.com)  
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-  Document e-signed by Philip S. Kaprow (pkaprow@kaprowlaw.com)  
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-  Email viewed by Sara Kaprow (sarakaprow@yahoo.com)  
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