

**STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES,**

Petitioner,

CASE#s: DOAH 97-0182 / DOACS 96-0584

vs.

DOAH 97-3807 / DOACS 97-0321

**WIMA CORPORATION
(A Florida Corporation)**

Respondent.

_____ /

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (hereinafter referred to as the "Department") and WIMA CORPORATION (hereinafter referred to as "Wima") as follows:

1. The Department has jurisdiction over the parties and the subject matter pursuant to Chapter 500, Florida Statutes.
2. The undersigned, Donald Epstein, warrants that he is authorized to execute this Settlement Agreement on behalf of Wima.
3. Wima does not admit any liability or wrongdoing in connection with this action, however, in order to avoid the inconvenience, uncertainty and expense of litigation, Wima agrees to pay an administrative fine in the amount of seven hundred and fifty dollars (\$750) by Bank Official Check which must be received by the Department by June 30, 1998.
4. The Department acknowledges receipt of a check for seven hundred and fifty dollars

(\$750) on June 25, 1998, to settle the following pending cases:

- a. DOAH case# 97-0182/DOACS case# 96-0584 which contains two Final Orders.

On August 20, 1997, the first Final Order assessed a \$2,000 administrative fine and on December 5, 1997, the second Final Order suspended water vending machine permit number 5887.

- b. DOAH case# 97-3807/DOACS case# 97-0321 in which Administrative Law Judge Errol Powell recommended a \$500 administrative fine after a formal hearing was held on December 8, 1997.

5. Wima agrees that the water vending machine previously permitted under permit number 5887, that was the subject of DOAH case# 97-0182/DOACS case# 96-0584, will not operated in any manner unless and until permitted by the Department.

6. All parties hereby waive any hearing or notice of hearing in connection with this matter.

7. By execution of this Settlement Agreement, the Department and Wima intend to, and do so, resolve all issues which pertain to those matters set forth in the Final Orders dated August 20 and December 5, 1997, previously filed in DOAH case# 97-0182/DOACS case# 96-0584. Additionally, the Department and Wima intend to, and do so, resolve all issues which pertain to those matters raised in DOAH case# 97-3807/DOACS case# 97-0321 which went to formal hearing on December 8, 1997.

8. All parties agree to waive any and all appeals of the Settlement Agreement to be entered in this matter.

9. The failure of Wima to meet the terms of this Settlement Agreement may result in such action by the Department as authorized by law.

10. Each party hereto shall bear its own costs and attorney's fees, if any.

WHEREFORE, the parties hereto have entered into this Settlement Agreement as indicated below.

Dated this 7 day of JULY, 1998

Dated this 13th day of JULY, 1998

WIMA CORPORATION



DONALD EPSTEIN

President

4252 NW 55th Place

Coconut Creek, FL 33073

(305) 570-6940

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**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**



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