

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

This Confidential Settlement Agreement and General Release ("Agreement") is entered into by and between Joel Price ("Plaintiff") and Manatee County ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), as follows:

**RECITALS**

**WHEREAS**, Plaintiff has filed a lawsuit against Defendant, styled *Joel Price v. Manatee County*, Case No. 8:18-cv-00752-VMC-JSS in the United States District Court, Middle District of Florida, Tampa Division (the "Lawsuit"), seeking injunctive relief to remedy alleged accessibility barriers on Defendant's website and online services, www.mymanatee.org (the "Website"), in violation of Title II of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq. (the "ADA") and/or Section 504 of the Rehabilitation Act;

**WHEREAS**, Plaintiff alleges that he attempted to access electronic PDF documents on the Website, but that the Website did not integrate with his screen reader software, and he could not access the electronic content;

**WHEREAS**, Defendant disputes, does not admit, and expressly denies the allegations set forth above and in the Lawsuit and denies that the Website is in violation of any law, including but not limited to Title II of the ADA and/or Section 504 of the Rehabilitation Act; and

**WHEREAS**, the Parties desire to avoid the expense, time, effort, and uncertainty of further litigation, and have agreed to a full and final settlement of all claims that were or could have been raised in the Lawsuit, including without limitation all ADA accessibility issues.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties hereto agree to the following terms and conditions as full and complete settlement of the Lawsuit and any and all claims related to the action:

### **AGREEMENT**

1. **Corrective Actions/ Scope of Barrier Removal.**

Within 14 months of the Effective Date<sup>1</sup> of this Agreement, Defendant shall use commercially reasonable efforts to improve the accessibility for blind and visually impaired users of the electronic PDF documents generated by the Defendant and posted on the Website using WCAG 2.0 Level AA as a guideline.

Due to burden and cost considerations, the Parties agree that the enforcement of this Agreement, including the provisions of this paragraph are prospective and not retroactive. Nothing in this Agreement shall be construed to require retroactive access to any electronic PDF documents posted on the Website prior to the Effective Date, and the Parties specifically agree that the Defendant is not so required.

To the extent that some of the electronic PDF documents posted on the Website are not generated by the Defendant and/or the Defendant allows third parties to post electronic PDF documents to its Website, Defendant will use good faith efforts to request that such third-party content conform with WCAG 2.0 Level AA and this Agreement; however, in no event shall the foregoing provision be construed to impose liability and/or responsibility on the part of the Defendant for electronic PDF documents and/or content that is generated and/or posted by third-parties on the Website.

Regarding all electronic PDF documents and/or content that is generated by the

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<sup>1</sup> Effective Date shall be defined as the date that the Agreement is fully executed, using the latest date of the signing parties.

Defendant and is posted on the Website as agenda items for county commission and/or board meetings, including departmental board and/or agency meetings (“Agenda Items”), Defendant may initially post such items on its Website (regardless of accessibility) and label them as “Temporary.” Within fifteen (15) business days, Defendant will replace the initial posting of Temporary Agenda Items with an accessible version of the electronic PDF documents and/or content that was generated by the Defendant, unless it is technically infeasible to make said Agenda Items accessible. In no event shall this provision regarding Agenda Items be enforceable in the case of an emergency and/or natural disaster situation which affects the normal operations of the Defendant.

The Parties acknowledge and agree that there exist third party, legacy, commercial, and vendor supplied systems, including but not limited to on-premises and cloud hosted service, management, catalog, billing, and mapping systems (“Systems”) and categories of electronic PDF documents that are technically infeasible or overly costly to make accessible, including but not limited to third-party content and/or submissions, site plans, development plans, maps, and Agenda Items created, submitted, or posted on the Website by third-parties (“Excepted Documents and Systems”). Nothing in this Agreement shall be construed to require the Excepted Documents and Systems to be accessible, and the Parties specifically agree that the Defendant is not so required. However, Defendant agrees to provide access to the Excepted Documents and Systems if/when technology makes it technically feasible and reasonably affordable to make the Excepted Documents and Systems accessible.

2. **Dismissal of Action.**

Upon execution of this Agreement, the Parties shall sign and file a Notice of Voluntary Dismissal with Prejudice of the Action in the form attached to this Agreement

as Exhibit A.

3. **Attorneys' Fees, Costs, Expenses, and Payments.**

Within thirty (30) days of the Court's dismissal of this Action with prejudice pursuant to Paragraph 2 above, Defendant shall tender the sum total of Sixteen Thousand Dollars and Zero Cents (\$16,000.00) ("Settlement Payment"), in the form of a check payable to "SCOTT R. DININ, P.A.," trust account (Tax ID No. 90-0643694) in full and final satisfaction of all attorneys' fees, costs, other expenses, general releases, confidentiality clauses, damage claims, if any, of any kind incurred by Plaintiff in connection with the Lawsuit. SCOTT R. DININ, P.A. shall provide to Defendant's counsel a 2018 Form-1099. Defendant shall bear its own attorney's fees, litigation expenses, and costs incurred in connection with this Lawsuit. Plaintiff shall bear all tax liability associated with the Settlement Payment, if any, and further agrees to indemnify and defend Defendant in connection with any such tax liability. Allocation of Settlement Payment is as follows:

- a. \$15,000.00 for attorneys' fees and costs; and
- b. \$1,000.00 for any and all damages to Plaintiff under Section 504 of the Rehabilitation Act and for Plaintiff's confidentiality clause and full general release.

4. **Release.**

In consideration of the promises and covenants contained in this Agreement, including without limitation the voluntary accessibility remediation and attorneys' fee payment described in Paragraphs 1 and 3 above, Plaintiff voluntarily and irrevocably releases, acquits and forever discharges all known and unknown legal or equitable claims, demands, liabilities, rights, debts, judgments, damages, expenses, actions, causes of action, or

suits relating to the Website, including accessibility of the Website for hearing impaired (i.e., closed captioning) and visually impaired individuals, and/or relating to or arising out of the Lawsuit, including those under Title II of the ADA, Title III of the ADA, and/or Section 504 of the Rehabilitation Act, against Defendant and each and every one of its Constitutional Officers and their respective websites, including but not limited to the Clerk of the Circuit Court in Manatee County and [www.manateeclerk.com](http://www.manateeclerk.com), the Sheriff of Manatee County and [www.manateesheriff.com](http://www.manateesheriff.com), the Manatee County Tax Collector and [www.taxcollector.com](http://www.taxcollector.com), the Manatee County Property Appraiser and [www.manateepao.com](http://www.manateepao.com), and the Manatee County Supervisor of Elections and [www.votemanatee.com](http://www.votemanatee.com), as well as each of the Defendant's and the Constitutional Officers' successors in interest, and each of their affiliated organizations and entities, and each of these entities' employees, officers, directors, managers, agents, attorneys, predecessors, successors and assigns, attorneys, and each of their respective heirs, executors, administrators, personal representatives, successors and/or assigns (collectively, the "Released Parties"). This release includes, without limitation, all claims against the Released Parties that arise under Title II and Title III of the ADA, Section 504 of the Rehabilitation Act, Chapter 760, Florida Statutes, the Florida Accessibility Code ("FAC") and/or any other federal, state or local law governing access features for persons with disabilities at public accommodations, whether before any federal, state or local agency, in any court of law, or before any other forum relating to accessibility of the Website, including all claims for attorneys' fees and costs, expert fees, litigation expenses, or any other amount, fee, and/or cost including compensatory, punitive, and any other damages, if any, with the exception of the amount required to be paid by the Defendant pursuant to paragraph 3 of this Agreement. It is the intent of the Parties that Plaintiff releases each and every website, social media, or internet-

based outlet that is in any way associated with the Defendant and/or any branch, entity, or department of Manatee County regardless of whether the Defendant owns, controls, or posts on the website. Notwithstanding the foregoing, this release does not bar or otherwise limit claims for breach of any provision of this Agreement, or any action taken to enforce any provision of this Agreement.

5. **General Provisions.**

A. **Governing Law.** This Agreement and its construction shall be interpreted in accordance with the ADA and, to the extent applicable, Florida law, without regard to Florida's conflict of law principles.

B. If the Website is sold or closed down (unless it re-opens), if Defendant ceases to own, lease, lease to, or operate the Website, and/or if Defendant decides to remove all electronic PDF documents from the Website prior to the conclusion of remedial measures contemplated by Paragraph 1 of this Agreement, as of that date, Plaintiff and Defendant shall no longer be subject to the terms and conditions of this Agreement. Nothing herein shall prohibit Defendant from selling, assigning ownership, closing down or otherwise terminating operations of the Website, and/or removing all electronic PDF documents from the Website.

C. Defendant will only be required to make the modifications set forth in Paragraph 1 to the extent that the remedial measures are readily achievable. The Parties agree to cooperate and negotiate in good faith to obtain reasonable, readily achievable, and workable alternative solutions. If the Parties are unable to resolve any such issues, the Parties agree to submit same to binding mediation.

D. The Parties agree that any delays in making the modifications to the Website, as provided for herein, caused by third-party vendors and/or consultants shall not be deemed to violate the compliance dates contained herein, provided that Defendant provides notice to

Plaintiff, through his counsel, of the reasons for the delay prior to the deadline for completion of the modification and acts in good faith to complete the modifications set forth in Paragraph 1 within a reasonable time thereafter.

E. If, in the course of performing its obligations under this Agreement, Defendant encounters conditions that render a modification to be technically infeasible or virtually impossible or if completion of such modification would involve a significant financial burden, then it shall provide written notice to Plaintiff's attorney identifying which modification(s) are technically infeasible, virtually impossible, or involve a significant financial burden, explaining the reason(s) why such modifications are so, and, if possible, proposing alternate modification(s) intended to provide equal or substantially the same access as the modification(s) determined to be technically infeasible, virtually impossible, or involving a significant financial burden. In the event the Parties cannot agree that a modification is technically infeasible, virtually impossible, or involving a significant financial burden, or cannot agree that an alternate modification provides access or substantially the same thereas, then the Parties agree to submit same to binding mediation.

F. In the event modifications required herein are not timely completed due to acts of God, force majeure, or events beyond the control of Defendant, then, only to the extent the failure to timely complete does not result from Defendant's failure to act diligently and in good faith and provided that, before the expiration of time for completion of the requirements established hereby, Defendant provides Plaintiff's counsel with written notice of the specific non-compliance and the reasons therefor, the time requirements established hereby shall be extended only to the extent necessitated by such acts of God, force majeure, or other events beyond Defendant's control. In the event the Parties are

unable to agree to a reasonable amount of additional time, the Parties agree to submit same to binding mediation.

G. The Parties stipulate that the modifications agreed to in this Agreement constitute practicable measures for the removal of existing barriers to access to the Website for the purposes of Title II and Title III of the ADA, Section 504 of the Rehabilitation Act, the FAC, Chapter 760, Florida Statutes, and all local laws, rules and regulations, and their implementing regulations and standards.

H. Enforcement. Any action to enforce this Agreement shall be submitted to binding mediation. The ADA, Section 504 of the Rehabilitation Act, and, to the extent applicable, Florida law shall apply in any action to enforce this Agreement. In any action brought by either party to enforce the terms of this Agreement, the prevailing party in any such action shall also be entitled to their reasonable attorneys' fees, paralegals' fees, litigation expenses and costs pursuant to 42 U.S.C. § 12205.

I. Confidentiality and Non-Disparagement. The Parties acknowledge and agree that the terms and conditions of this Agreement are and shall remain confidential, and shall not be disclosed to any person or entity, except: (i) as may be required by law; (ii) the Parties may disclose the existence, terms and conditions of this Agreement to its attorneys, and/or accountant, provided that Parties make the person to whom disclosure is made aware of the confidentiality provisions of this Agreement and such person agrees to keep the terms of this Agreement fully confidential; (iii) Defendant may discuss this Agreement with any prospective purchasers of its business and/or website, lenders, investors, governmental entities, regulatory agencies or authorities, its attorneys, its management, its accountants, its consultants, its contractors or parties consulted or engaged to perform the modifications



herein; (iv) Defendant may share this Agreement as part of a defense to any threatened, potential or actual ADA lawsuit or similar lawsuit against Defendant and/or the Website and with the parties to any future ADA lawsuit or similar lawsuit involving Defendant and/or the Website that is the subject of this Agreement; (v) in any action taken to enforce this Agreement and, (vi) for determination as to entitlement to and amount of attorneys' fees, paralegals' fees, costs and expert fees for a prevailing party in an action to enforce the terms of this Agreement. The Parties agree that this Agreement shall not be filed with the Court, but originals or copies shall remain in the possession of the Parties (one each) and shall be filed by Parties for enforcement purposes only, or as may be required by the Court. The Parties, whether by or through their agents, attorneys, or employees, also agree not to solicit or initiate any demand or request by others not party to this Agreement for any disclosure of the terms, conditions or any facts relating to this Agreement. The Parties further represent that they have not disclosed the terms and conditions of this Agreement to anyone other than their attorneys, accountants, and experts. Plaintiff further covenants and agrees not to make or publish any statement or take any action that tends to defame, disparage, humiliate, embarrass, or discredit Defendant and/or the Released Parties, through any medium whatsoever, including but not limited to, social media or internet-based outlets, the website of Plaintiff's counsel, the press or other media outlet and sources.

Nothing in this agreement shall be construed to prevent the Defendant and/or the Released Parties from disclosing and/or otherwise producing a copy of this Agreement pursuant to any request made by any person pursuant to Chapter 119, Florida Statutes. The parties specifically agree that any disclosure of this Agreement by the Defendant and/or the Released Parties pursuant to any request made by any person pursuant to Chapter 119, Florida Statutes, is not a

breach of this Agreement.

J. Non-Admission of Liability. Nothing in this Agreement shall be deemed an admission of wrongdoing or an admission of any violation of law by any of the Released Parties. Specifically, neither this Agreement nor anything contained herein shall constitute or is to be construed as an admission by Defendant, the Released Parties, or by any officials, contractors or agents of Defendant or the Released Party of a violation of any federal, state or local statute, law, regulation, code, or ordinance (including the ADA), of any legal, common law or equitable duty owed by Defendant to anyone, or as evidence of any other liability, wrongdoing, or unlawful conduct. The Parties acknowledge that this Agreement has been entered into by the Parties to avoid the costs and expenses of continued litigation and to settle disputed claims and that Defendant had meritorious defenses to the Plaintiff's allegations.

K. Authority. Each person executing this Agreement on a party's behalf, has been duly authorized to sign on behalf of the respective party and to bind each to the terms of the Agreement.

L. Plaintiff represents and warrants that he has not received any promises or agreements not expressly contained in this Agreement, and is not relying upon any statements or representations made by Defendant, its agents, attorneys, employees, or persons acting on Defendant's behalf concerning the merits of any claims or the nature, extent or duration of any damages, or any other thing or matter, but is relying solely upon his own judgment and this Agreement. Plaintiff further represents and warrants that he has not encountered and is not aware of any other accessibility barriers of the Defendant's Website, other than the barriers alleged in the Lawsuit.

M. The Parties agree to cooperate fully and execute any and all supplementary

documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement shall be enforceable. This Agreement fully supersedes any and all prior agreements, statements, representations or understandings pertaining to the subject matter herein. This Agreement shall be binding upon and inure to the benefit and/or detriment of (in the case of obligations) the members, executors, administrators, personal representatives, heirs, successors, and assigns of each party. In the event that a court of competent jurisdiction concludes that any part of this Agreement is unenforceable, such portions shall be severed, and all other portions shall remain valid and enforceable, provided that the Parties may still effectively realize the complete benefit of the promises and considerations conferred hereby.

O. As a material inducement for Plaintiff's and Defendant's willingness to enter into this Agreement, each further represents and warrants that they have not assigned, transferred, or purported to assign or transfer, to any person, thing, corporation, association or entity whatsoever, any claims released herein.

P. Drafting. The Parties acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Q. Counterparts. This Agreement may be executed in counterparts and via facsimile and/or electronic transmission (e.g. an executed agreement scanned into a PDF document and exchanged by email), each of which shall be deemed an original and all of which

taken together shall constitute one and the same instrument. For the purposes of this Agreement all faxed and scanned signatures shall be accepted as original signatures.

R. Waiver. No waiver of any breach or other rights under this Agreement shall be deemed a waiver unless the acknowledgment of the waiver is in writing executed by the party committing the waiver. No waiver shall be deemed to be a waiver of any subsequent breach or rights. All rights are cumulative under this Agreement.

S. Headings. The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

T. Invalidation. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Plaintiff and the Defendant, agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

U. Dismissal/No Other Proceedings. Plaintiff represents that he has not filed or participated in any complaints, claims or actions against the Defendant or the Released Parties with any state, federal or local agency, court, or to their tribunal other than this Lawsuit,

and that Plaintiff will not do so at any time hereafter and any other claims relating to the Website arising under Title II and/or Title III of the ADA, Section 504 of the Rehabilitation Act, and Chapter 760, Florida Statutes, which may have arisen prior to effective date of this agreement.

V. Cooperation. During the remediation period and for the two (2) year period following the Effective Date of this Agreement, and/or for the duration of the remediation period, whichever is longer, if Defendant receives any letters, action, suits or investigations from any non-party to this Agreement regarding accessibility claims or alleged violations of Title II or Title III of the ADA, Section 504 of the Rehabilitation Act, the FAC, and Chapter 760, Florida Statutes, involving the Defendant's Website, or social media or internet-based outlets, Scott R. Dinin, P.A. shall cooperate and assist Defendant in the prevention of the additional website accessibility claims from being brought against Defendant. Scott R. Dinin, P.A.'s cooperation includes contacting the parties involved in the additional potential website accessibility claims to discuss the existence or terms of this Agreement (with Defendant's pre-approval in writing for disclosure by Scott R. Dinin, P.A.), and Defendant's commitment to making the Website accessible. The Parties agree that neither Plaintiff, his counsel, or Scott R. Dinin, P.A. shall be entitled to any additional fees and/or compensation for their cooperation under this section and/or the Agreement.

6. Communications.

All transmittals, deliveries, and communications required to be given under this Agreement shall be delivered by electronic mail or by FedEx. If to be given by one party to another party, they shall be delivered to the following addresses:

If to PLAINTIFF:

Scott R. Dinin, Esq.  
SCOTT R. DININ, P.A.  
4200 N.W. 7<sup>th</sup> Ave.  
Miami, Florida 33127  
[inbox@dininlaw.com](mailto:inbox@dininlaw.com)

If to DEFENDANT:

Anastasia Protopapadakis, Esq.  
GRAYROBINSON, P.A.  
333 S.E. 2<sup>nd</sup> Avenue, Suite 3200  
Miami, Florida 33131-3136  
[Anastasia.Protopapadakis@Gray-Robinson.com](mailto:Anastasia.Protopapadakis@Gray-Robinson.com)

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

THE PARTIES AGREE THAT THIS AGREEMENT CONSTITUTES THEIR ENTIRE AGREEMENT, THAT THEY HAVE READ AND UNDERSTAND ALL ITS PROVISIONS AND REQUIREMENTS, AND THAT THEY ARE ENTERING INTO THIS AGREEMENT VOLUNTARILY AND IN GOOD FAITH.

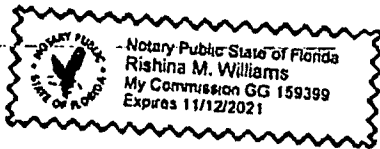
Joel Price  
JOEL PRICE, individually

Dated 11<sup>th</sup> of June 2018

STATE OF Florida )

COUNTY OF Volusia ) ss:

SWORN TO AND SUBSCRIBED before me this 11<sup>th</sup> day of June, 2018 by Joel Price, who is ( ) personally known to me or (X) produced Florida ID as identification and who did take an oath.



Rishina M. Williams

Notary Public,  
State of Florida at Large  
Rishina M. Williams  
(Printed Name of Notary Public)

(Seal)

My Commission Expires: 11/12/2021

Scott R. Dinin, Esq.  
Scott R. Dinin, P.A.  
Counsel for Plaintiff

By: [Signature]  
Print Name: Scott R. Dinin

J. Courtney Cunningham, Esq.  
J. Courtney Cunningham, PLLC  
Counsel for Plaintiff

By: [Signature]  
Print Name: J. Courtney Cunningham

MANATEE COUNTY

*Mitchell Palmer*

By: *Mitchell Palmer*

Its: *County Attorney*

Dated: *June 15, 2018*



**ADDENDUM TO CONFIDENTIAL  
SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Addendum to the "Confidential Settlement Agreement and General Release" ("Agreement") is entered into by and between Joel Price ("Plaintiff") and Manatee County ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), as follows:

In lieu of the Plaintiff signing and filing a Notice of Voluntary Dismissal with Prejudice of the Action as per Paragraph 2 and Exhibit A of the Agreement, the Parties will instead file a Joint Notice of Settlement and Stipulation of Dismissal with Prejudice in this matter with the Court retaining jurisdiction for the remediation period, and a corresponding Order in the form set forth in Composite Exhibit A to this Addendum.

Scott R. Dinin, Esq.  
**Scott R. Dinin, P.A.**  
*Counsel for Plaintiff*



By: \_\_\_\_\_  
Print Name: Scott R. Dinin

J. Courtney Cunningham, Esq.  
**J. Courtney Cunningham, PLLC**  
*Counsel for Plaintiff*

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Anastasia Protopapadakis, Esq.  
**GrayRobinson, P.A.**  
*Counsel for Defendant*

By: \_\_\_\_\_  
Print Name: Anastasia Protopapadakis

**ADDENDUM TO CONFIDENTIAL  
SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Addendum to the "Confidential Settlement Agreement and General Release" ("Agreement") is entered into by and between Joel Price ("Plaintiff") and Manatee County ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), as follows:

In lieu of the Plaintiff signing and filing a Notice of Voluntary Dismissal with Prejudice of the Action as per Paragraph 2 and Exhibit A of the Agreement, the Parties will instead file a Joint Notice of Settlement and Stipulation of Dismissal with Prejudice in this matter with the Court retaining jurisdiction for the remediation period, and a corresponding Order in the form set forth in Composite Exhibit A to this Addendum.

Scott R. Dinin, Esq.  
**Scott R. Dinin, P.A.**  
*Counsel for Plaintiff*

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

J. Courtney Cunningham, Esq.  
**J. Courtney Cunningham, PLLC**  
*Counsel for Plaintiff*

By: \_\_\_\_\_  
Print Name: Courtney Cunningham

Anastasia Protopapadakis, Esq.  
**GrayRobinson, P.A.**  
*Counsel for Defendant*

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**COMPOSITE EXHIBIT A**

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

CASE NO.: 8:18-cv-00752-VMC-JSS

JOEL PRICE,

Plaintiff,

v.

MANATEE COUNTY,

Defendant.

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**JOINT NOTICE OF SETTLEMENT AND  
STIPULATION OF DISMISSAL WITH PREJUDICE**

Plaintiff, Joel Price (“Plaintiff”), and Defendant, Manatee County (“Defendant”), (Plaintiff and Defendant are collectively referred to as the “Parties”), having entered into a Confidential Settlement Agreement and Release (“Agreement”) that resolves all claims that were or could have been brought in this action, hereby stipulate to the dismissal of this action with prejudice. Attorneys’ fees and other recoverable costs and expenses, if any, shall be disbursed as specified by the Parties in their Agreement. The Parties further agree that in light of the Eleventh Circuit Court of Appeals’ decision in *Haynes v. Hooters*, No. 17-13170 (11<sup>th</sup> Cir. June 19, 2018), the Court shall retain jurisdiction over this matter to enforce the terms of the Parties’ Agreement as it relates to remediation for the remediation period, up to and including August 15, 2019.

Jointly submitted this \_\_\_\_ day of \_\_\_\_\_, 2018,

<b>SCOTTR. DININ, P.A.</b> <i>Counsel for Plaintiff</i> 4200 N.W. 7th Avenue Miami, Florida 33127 Telephone: (786) 431-1333  By: <u>/s/ Scott R. Dinin</u> Scott R. Dinin, FBN 97780 inbox@dininlaw.com	<b>GRAYROBINSON, P.A.</b> <i>Counsel for Defendant</i> 333 S.E. 2 <sup>nd</sup> Street, Suite 3200 Miami, Florida 33131 Telephone: (305) 416-6880 Facsimile: (305) 416-6887  By: <u>/s/ Anastasia Protopapadakis</u> Anastasia Protopapadakis, FBN 051426 anastasia.protopapadakis@gray-robinson.com
<b>J. COURTNEY CUNNINGHAM, PLLC</b> <i>Counsel for Plaintiff</i>	

8950 SW 74<sup>th</sup> Court, Suite 2201  
Miami, FL 33156  
Telephone: (305) 351-2014  
Facsimile: (305) 665-2700

By: /s/ J. Courtney Cunningham  
J. Courtney Cunningham, FBN 628166  
cc@cunninghampllc.com

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

CASE NO.: 8:18-cv-00752-VMC-JSS

JOEL PRICE,

Plaintiff,

v.

MANATEE COUNTY,

Defendant.

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**ORDER OF DISMISSAL WITH PREJUDICE**

THIS CAUSE came before the Court on the parties' Joint Notice of Settlement and Stipulation of Dismissal with Prejudice, and the Court, having considered same, having reviewed the file, and being otherwise advised in the premises, it is hereby ORDERED AND ADJUDGED:

All claims that were or could have been raised in this action are hereby DISMISSED WITH PREJUDICE. Attorneys' fees and other recoverable costs and expenses, if any, shall be disbursed as specified by the Parties in the Agreement. In light of the Eleventh Circuit Court of Appeals' decision in *Haynes v. Hooters*, No. 17-13170 (11th Cir. June 19, 2018), the Court shall retain jurisdiction over this matter to enforce the terms of the Parties' Agreement as it relates to remediation for the remediation period, up to and including August 15, 2019.

DONE AND ORDERED in Chambers this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
The Honorable Virginia M. Hernandez Convington  
United States District Court Judge

Copies furnished to:  
All counsel of record

ORIGIN ID:MPBA (305) 416-6880  
ANASTASIA PROTOPAPADAKIS, ESQ.  
GRAY ROBINSON, P.A.  
333 S.E. 2ND AVENUE  
SUITE 3200  
MIAMI, FL 33131  
UNITED STATES US

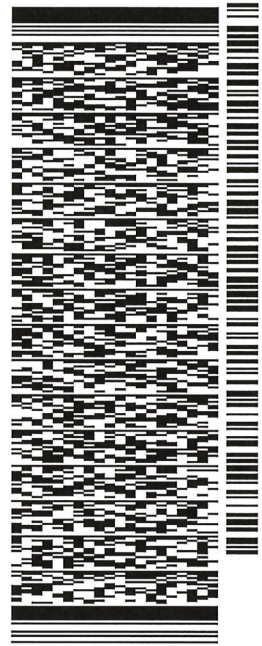
SHIP DATE: 05 JUL 18  
ACTWGT: 0.50 LB  
CAD: 112880430INNET3980

BILL SENDER

TO **SCOTT R. DININ, ESQ.**  
**SCOTT R. DININ, P.A.**  
**4200 N.W. 7TH AVENUE**

**MIAMI FL 33127**

(786) 431-1333 REF: 373063-6  
INV: DEPT:  
PO:



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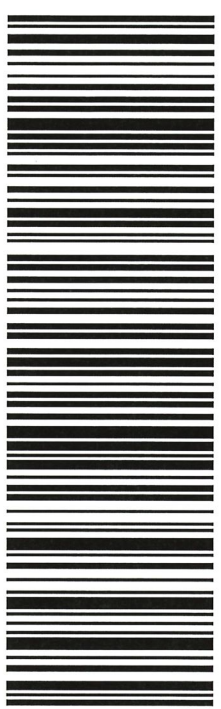
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TRK# 7726 4184 4186  
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FRI - 06 JUL 3:00P  
STANDARD OVERNIGHT

**3C MPBA**

FL-US 33127  
MIA



**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.**

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.