

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Dean Lutrario (“Lutrario”) and the City of Hollywood, Florida (“City”). Lutrario and the City are collectively referred to herein as the “Parties.” Lutrario filed a lawsuit on May 2, 2023, claiming that the City had in effect, and enforced against Lutrario and others, certain “Charitable Solicitation” and “Panhandling, Begging and Solicitation” ordinances. The lawsuit is captioned *Lutrario v. City of Hollywood, Florida*, Case No. 23-CV-60806-CMA (S.D. Fla.) (“Lawsuit”). Lutrario asserts claims for alleged violations of his rights under the First Amendment to the United States Constitution. Lutrario’s claims are collectively referred to herein as the “Disputes”.

1. In exchange for the good and valuable mutual consideration identified within this Agreement's provisions, the receipt and adequacy of which each Party hereby acknowledges, and intending to be legally bound, the Parties agree to settle the Disputes on the following terms:

- a) With respect to the facts and claims at issue in the Disputes, Lutrario hereby unconditionally and irrevocably releases and forever discharges the City, and all of their present and past City Commission Members, officials, officers, employees, agents, principals, relatives, representatives and attorneys of and from any and all claims and demands arising out of the Lawsuit, known or unknown, at law and in equity, in contract or in tort, and any statutory claim for relief of any nature, and agrees not to sue and not to assert against them any such claims or demands or any other causes of action in any court or before any agency or commission of a local, state and federal government, arising, alleged to have arisen, which may have been alleged to have arisen, or which may arise under any law whatsoever arising out of the Lawsuit, and whether such claims are pursued in a personal or individual capacity, or in a representative or relator capacity, that Lutrario on behalf of himself, ever had, now has, or which his heirs, executors, administrators, attorneys, or assigns, or any of them, hereafter can, shall or may have, arising out of the Lawsuit, occurring

prior to, and including, the date of the execution of this Agreement. Excepted from those releases are only the Parties' obligations arising from this Agreement.

b) The release and waiver agreed to by Lutrario does not apply to any matters that may arise following the execution of this Agreement.

2. The Hollywood City Commission will consider ratification of this Agreement within 60 days of the date the last Party signs this Agreement. Within 60 days of the ratification of this Agreement by the Hollywood City Commission, the City will repeal, by ordinance, Sections 122.27, 122.31 and 122.54 of the City Code in their entirety. The Parties acknowledge that if, after repeal of these Code sections, the City were to adopt new regulations regarding charitable solicitations, panhandling or begging, Lutrario will not be precluded from challenging those regulations based upon the Release described in Paragraph 1, above.

3. In consideration of the release of claims set forth in paragraph 1 above, and in further consideration of the additional agreements set forth in the remaining paragraphs of this Agreement, the City agrees to pay, and Lutrario agrees to accept, the aggregate sum of one hundred thousand dollars (\$100,000.00) (the "Settlement Payment"). The Settlement Payment shall be made via check to "Florida Justice Institute IOTA Trust Account" within thirty days of the date of the ratification of this Agreement by the Hollywood City Commission.

The Parties agree that the payments constitute compensation for any and all damages and attorneys' fees Lutrario has claimed in the Lawsuit. The City does not make any representation as to the allocation of such damages to any particular category asserted in the litigation.

Upon receipt of the Settlement Payment and upon the repeal of the ordinances described in paragraph 2, Lutrario agrees to dismiss with prejudice the Lawsuit.

4. Lutrario acknowledges and agrees that he is solely and entirely responsible for the payment and discharge of all federal taxes which may at

any time be found to be due upon or as a result of the payment made to him under the Agreement. Lutrario acknowledges and agrees that the City and its legal counsel have made no representations regarding the proper tax treatment of the payment.

5. The Parties, and each of them, enter into this Agreement voluntarily and with the advice of counsel. The Parties warrant and represent that they have carefully read this Agreement, that they understand that it is a final and, upon ratification of this Agreement by the City Commission, a binding agreement, and that they know and understand the contents of this Agreement and agree to be bound by them.

6. This Agreement is entered into for the purpose of settling and compromising disputed claims, and to avoid further cost and expense, and does not constitute an admission of liability by the City and any such liability is expressly denied.

7. This Agreement, and the resolution of any disputes regarding it, shall be governed by Florida law, without regard to its conflicts of law principles.

8. Any claim for breach of, or other disputes regarding this Agreement or the interpretation thereof, shall first be addressed by mediation and if a mutually agreeable resolution is not achieved, then exclusive and sole jurisdiction for the resolution of any disputes shall be in the U.S. District Court for the Southern District of Florida.

9. This Agreement shall be construed according to the fair intent of the language as a whole, and not for or against any party. If, after execution of this Agreement any provisions of this Agreement are held to be illegal, invalid, or unenforceable by a court or agency of competent jurisdiction under present or future laws that apply to this Agreement, those provisions shall be fully severable. In place of any severed provision, the Parties agree to substitute a legal, valid, and enforceable provision which is as similar as possible to the severed provision. If the Parties are unable to agree upon a

substitute provision, the matter shall be submitted for resolution under the terms set forth in paragraph 8 of this Agreement.

10. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement including, but not limited to, the execution of such documents and such other actions as may be reasonably necessary to implement the terms of this Agreement.

11. This Agreement is the full and sole agreement between the Parties as to the issues resolved and supersedes any prior oral or written agreements regarding the resolution of the Disputes. No modification, addition or amendment to this Agreement shall be valid unless in writing and executed by all parties.

12. This Agreement may be signed in duplicate, facsimile, or counterpart originals.

AGREED:

DEFENDANT

CITY OF HOLLYWOOD, FLORIDA

By: _____

Title:

Dated: _____

PLAINTIFF

By: Dean Lutrario
DEAN LUTRARIO

Dated: August 15, 2023