

IN THE CIRCUIT COURT OF
THE FIFTH JUDICIAL CIRCUIT, IN
AND FOR HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY,
a political subdivision of the State of Florida,

Plaintiff,

v.

Case №: H-27-2022-CA-000338

**HERNANDO COUNTY FAIR
ASSOCIATION, INC.,**
a Florida not for profit corporation,

Defendant.

**DEFENDANT'S
PROPOSAL FOR SETTLEMENT**

The Defendant, HERNANDO COUNTY FAIR ASSOCIATION, INC., a Florida not for profit corporation (the **DEFENDANT**), by and through its undersigned counsel and pursuant to §768.79, *Fla. Stat.*, and Rule 1.442 *Fla. R. Civ. P.*, makes this *Defendant's Proposal for Settlement* (the **SETTLEMENT PROPOSAL**), to the Plaintiff, HERNANDO COUNTY, a political subdivision of the State of Florida (the **PLAINTIFF**), and says as follows:

1. This **SETTLEMENT PROPOSAL** is made to the **PLAINTIFF** in a good faith effort to resolve and settle all claims by the **PLAINTIFF** against the **DEFENDANT** in this action, as well as any and all claims which could be made by the **PLAINTIFF** against the **DEFENDANT** and which arise out of the same transactions or occurrences which are the subject matter of this action.

2. There are no relevant conditions to this **SETTLEMENT PROPOSAL** other than those set forth herein.

3. The terms and conditions of this **SETTLEMENT PROPOSAL** encompass all issues raised, and all claims made, by the **PLAINTIFF** in the *Amended Complaint and Demand for Jury Trial* (the **COMPLAINT**), and are as follows:

a. Within thirty (30) days of acceptance, by the **PLAINTIFF**, of this **SETTLEMENT PROPOSAL**, the **DEFENDANT** shall pay to the **PLAINTIFF**, the total sum

of Ten Thousand and no Dollars (\$10,000.00) in full and final settlement of all of the PLAINTIFF'S claims set forth in Paragraph 1., above; and

b. Upon receipt of the above-stated settlement payment to the PLAINTIFF, the PLAINTIFF shall, pursuant to Rule 1.420(a)(1)(A), *Fla. R. Civ. P.*, serve a Notice of Voluntary Dismissal with Prejudice of the COMPLAINT in this action.

4. There is no claim for punitive damages made by the PLAINTIFF and, therefore, no portion of this SETTLEMENT PROPOSAL is directed at a punitive damages claim.

5. This SETTLEMENT PROPOSAL includes all claims for attorney fees made, and capable of being made, by the PLAINTIFF in this action, if any (no claims for attorney's fees have been made).

6. If accepted, this SETTLEMENT PROPOSAL resolves all damages that would otherwise be awarded to the PLAINTIFF against the DEFENDANT in a final judgment in this action.

7. This SETTLEMENT PROPOSAL shall be deemed rejected unless accepted by delivery of a written notice of acceptance within thirty (30) days after its service.

CERTIFICATE OF SERVICE

I CERTIFY that, on August 2, 2023, a copy of the above has been furnished to the below addressee(s) via E-Mail (but no copy thereof has been filed with the Court at this time):

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