BARTLETT LOEB
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Tampa, FL 33602

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March 11, 2022

VIA E-MAIL

Gina Grimes, City Attorney
City of Tampa
Old City Hall, 5th Floor
315 E. Kennedy Boulevard
Tampa, Florida 33602
Gina.Grimes@tampagov.net

Re: ***Michelini v. Dingfelder*,**
Hillsborough County Circuit Case No. 21-CA-008148 (the "State Action")

Dear Ms. Grimes:

Please see the attached Settlement Agreement executed by the parties in the above referenced matter. Under the terms of the Settlement Agreement, please allow this letter to serve as formal notice that Mr. Michelini has agreed to withdraw his ethics complaint against former Councilman John Dingfelder, identified by the City as Ethics Complaint File 21-001 (Dingfelder). As you will also see, former Councilman Dingfelder will be delivering his resignation on Monday to Mayor Castor and City Council Chairman Gudes. Should you have any questions surrounding this letter or the attached Settlement Agreement, or require anything else from Mr. Michelini in order to document his notice of withdrawal of the ethics complaint, please contact my office.

For the firm,

BARTLETT, LOEB,
HINDS & THOMPSON, PLLC

By: */s/ Ethan J. Loeb*
Ethan J. Loeb

Enclosure
cc: Morris Massey, Esquire
Kimberly Sullivan, Ethics Officer
Thomas Gonazlez, Esquire
Jay Daigneault, Esquire

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

STEPHEN MICHELINI,
a natural person,

Plaintiff,

vs.

Case No.: 21-CA-008148
Division: G

JOHN DINGFELDER,
a natural person,

Defendant.
_____/

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("**Agreement**") is entered into as of the 11th day of March, 2022 by and between (i) Stephen Michelini ("Mr. Michelini"), and (ii) John Dingfelder ("Mr. Dingfelder"), each a "**Party**" to this Agreement, and collectively the "**Parties**" to this Agreement).

RECITALS

WHEREAS, the Parties are currently engaged in litigation, Case No. 2021-CA-008148 styled *Stephen Michelini v. John Dingfelder*, pending in the Circuit Court for the Thirteenth Judicial Circuit (the "**Litigation**"), wherein Mr. Michelini asserted claims against Mr. Dingfelder for alleged violations of the Public Records Act;

WHEREAS, the Parties, in order to avoid further expense and delay associated with the Litigation or otherwise, have reached a complete and final settlement of the Litigation as between the Parties to this Agreement, and they wish to memorialize the terms of that settlement, including any claims for attorney's fees or costs, other than any claim based on a failure to perform this Agreement or to otherwise breach this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

AGREEMENT TERMS

1. The foregoing Recitals, which the Parties agree are true and correct, are incorporated into and made part of this Agreement.

2. **Resignation of Mr. Dingfelder as Tampa City Council Member**: Mr. Dingfelder shall resign his position as a City Council Member for the City of Tampa, effective immediately (the "Effective Resignation Date"). The resignation shall be in writing and immediately delivered

through hand delivery and email to the Mayor of the City and the Chairman of City Council with a copy to the City of Tampa Attorney, Ms. Gina Grimes. The form of the resignation letter shall simply read, "Effective immediately, I, John Dingfelder, resign from my position as Tampa City Council Member." No further explanation or elaboration shall be provided in the written resignation. Mr. Dingfelder shall never discuss the basis or reasons for his resignation with the press. Should Mr. Dingfelder fail to resign as stipulated to herein, or should Councilman Dingfelder file or run for a seat on Tampa City Council, for the City of Tampa Mayor, or be appointed to any City of Tampa board with land use or zoning authority within five (5) years, then Mr. Dingfelder shall agree to the reopening of the Litigation and Mr. Michelini shall be entitled to the immediate entry of final judgment finding Mr. Dingfelder liable for the allegations contained in the amended complaint.

3. **Apology Letter**: Mr. Dingfelder shall execute and deliver the apology letter attached hereto as Exhibit (the "Apology Letter") simultaneously with the execution of this Settlement Agreement.

4. **Withdrawal of Ethics Complaint**: Mr. Michelini agrees that, within twenty-four (24) hours of his receipt of the executed version of this Settlement Agreement, Councilman Dingfelder's resignation, and the apology letter attached hereto as Exhibit A, he shall submit a notice of withdrawal of the ethics complaint filed against Mr. Dingfelder on October 27, 2021 with City of Tampa Ethics Commission.

5. **Dismissal of Litigation, Attorneys' Fees and Costs**: The Parties shall enter into a joint stipulation for dismissal of the Litigation, with prejudice, with each party to bear its own attorneys' fees and costs. Mr. Dingfelder expressly agrees that he will not seek, obtain, solicit, or receive compensation for or repayment of any attorneys' fees, damages, compensation, or costs of any kind related to the Litigation or Ethics Complaint from the City of Tampa and no public funds shall go to the payment of Mr. Dingfelder's counsel, witnesses, or experts.

6. **Mr. Michelini's Release of Mr. Dingfelder**: Upon timely compliance with the terms and conditions of this Agreement, Mr. Michelini shall release and forever discharge Mr. Dingfelder and his attorneys or agents from any and all claims, demands, causes of action, known or unknown relating to the claims that were asserted or could be asserted in the Litigation.

7. **Mr. Dingfelder's Release of Mr. Michelini**: Upon timely compliance with the terms and conditions of this Agreement, Mr. Dingfelder does hereby release and forever discharge Mr. Michelini and his attorneys or agents from any and all claims, demands, causes of action, known or unknown relating to the claims that were asserted or could be asserted in the Litigation.

8. BEFORE EACH PARTY SIGNED THIS AGREEMENT, THE PARTIES READ IT CAREFULLY AND CONSULTED WITH AN ATTORNEY OF THEIR CHOICE. The Parties understand and acknowledge that any representative(s) of another Party in connection with this Agreement does not have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Agreement. Further, the Parties hereby specifically disclaim any responsibility for any such statements, promises or representations. By execution of this Agreement, the Parties acknowledge that they have not relied upon such statements, promises or representations, if any, and each waives any rights or claims

arising from any such statements, promises or representations. ANY CURRENT OR PRIOR UNDERSTANDINGS, STATEMENTS, REPRESENTATIONS, AND AGREEMENTS, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, STATEMENTS, COURT DOCUMENTS/FILINGS, EMAILS, WRITTEN CORRESPONDENCE, ORAL CORRESPONDENCE, AND ORAL STATEMENTS OF ANY PARTY REPRESENTATIVES, IF NOT SPECIFICALLY EXPRESSED IN THIS AGREEMENT ARE VOID AND HAVE NO EFFECT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE NOT RELIED ON ANY SUCH ITEMS.

9. This Agreement may not be altered or modified except in writing duly executed by all of the Parties.

10. Although Mr. Michelini's counsel acted as the initial scrivener of this Agreement, all Parties participated in drafting this Agreement through their counsel or otherwise and had the opportunity to negotiate the terms of this Agreement. It is therefore agreed that the terms of this Agreement shall not be construed in favor of or against any Party.

11. This Agreement shall be deemed to constitute a contract made and entered into under the laws of the State of Florida, and for all purposes the Agreement shall be construed and governed in accordance with the internal substantive laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall exclusively lie in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, and the Parties consent to the exclusive venue and jurisdiction of that Court.

12. Should any provision of this Agreement be declared or be determined to be wholly or partially illegal, invalid, or unenforceable, the remaining parts, terms, or provisions contained in this Agreement shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

13. As a material inducement for the Parties entering this Agreement, each Party represents and warrants that this Agreement fully and finally resolves any and all disputes as between the Parties regarding the Litigation, that each Party has the right and authority to execute this Agreement, and each Party is bound by their signatures below.

14. This Agreement may be executed in one or more counterparts. Executed counterparts may be exchanged and delivered through electronic mail or facsimile transmissions, and each counterpart shall be treated as an original for all purposes. All counterparts shall, collectively, constitute one Agreement, provided, however, that this Agreement shall not be effective or enforceable until all Parties named herein shall have executed it.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their notarized signatures below.

Signature pages to follow, remainder of this page intentionally left blank.

Stephen Michelini

STEPHEN MICHELINI

STATE OF ~~FLORIDA~~ Virginia

COUNTY OF ~~HILLSBOROUGH~~ Chesapeake

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Michelini, who is ____ known by me to be the person whose name is subscribed to the foregoing instrument, or ✔ who presented FLORIDA DRIVER LICENSE as a form of identification, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. The foregoing instrument was acknowledged before me by Stephen Michelini.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of March, 2022.

Terima K Clark

Notary Public

My Commission Expires: 09/30/2024

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC · N

Terima K Clark

REGISTRATION NUMBER
7887487
COMMISSION EXPIRES
September 30, 2024

Notarized online using audio-video communication

John J Dingfelder

JOHN DINGFELDER

STATE OF ~~FLORIDA~~ Texas

COUNTY OF ~~HILLSBOROUGH~~ Dallas

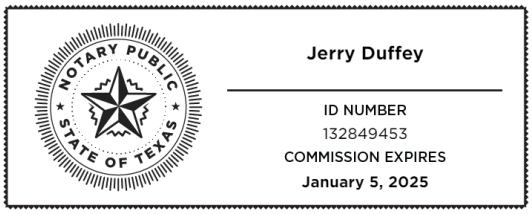
BEFORE ME, the undersigned authority, on this day personally appeared John Dingfelder, who is ____ known by me to be the person whose name is subscribed to the foregoing instrument, or ✔ who presented Drivers License as a form of identification, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of ~~March~~, ~~2021~~ 2022

Jerry Duffey

Notary Public

My Commission Expires: 01/05/2025



Notarized online using audio-video communication

Dear Mr. Michelini:

Today, I write to express my sincere apology. Upon reflection of the events that have occurred since your first public records request to my office in August 2021, there is no justification for my initial reaction and the behavior that I since exhibited towards you. You, the City of Tampa, and those who voted to give me the opportunity to serve, deserved better. All citizens have the absolute right to learn about and promptly discover how elected officials (and all other government employees) discuss, communicate, and debate about matters of public concern. Rather than honor that fundamental right, I engaged in activities that were contrary to the spirit and intent of open government and transparency. I have now come to fully appreciate why the City of Tampa rightfully declined to provide me with representation, at taxpayer expense, in connection with the lawsuit that you filed against me.

You did not deserve the treatment and embarrassment that I caused you in connection with the legitimate public records requests you made to my office. And, as a public official, it was inappropriate and inexcusable for me to confront you outside City Council Chambers on September 2, 2021 in connection with those requests. Going forward, I will inform all who will listen that openness and transparency is the bedrock of public service, and remind my colleagues that public records requests should be taken seriously and promptly fulfilled. Nobody should be allowed to alter, delete, or destroy public records, and, based on this experience, I encourage all public officials to utilize only their publicly issued email accounts and devices to communicate about public matters.

Mr. Michelini, I cannot take back what occurred in the past. I do, however, believe that I should step away from public office, reflect upon these events, and ensure that my future behavior will comply with the highest ethical standards that we all expect of the residents living in the City of Tampa.

Sincerely,

John Dingfelder

EXHIBIT A