

**IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ART ROJAS & LUCINDA HALE,

Plaintiffs–Appellants,

v.

CITY OF OCALA,

Defendant–Appellee.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into between the Plaintiffs-Appellees Art Rojas and Lucinda Hale on the one hand, and the Defendant-Appellant City of Ocala on the other hand. Plaintiffs-Appellees are referred to herein as “Plaintiffs”; the Defendant is referred to herein as the “City”; and the Plaintiffs and City are jointly referred to herein as the “Parties.” The term “the Case” refers to the appellate proceeding in which this Settlement Agreement will be filed, as well as to the district court proceedings that gave rise to this appeal.

The Parties do hereby settle all claims, issues, complaints, and actions raised in this appeal, and in the Case in the district court, and any and all other claims, issues, complaints, or actions that have been or could have been asserted by Plaintiffs against the City in this Case, subject to the following terms and conditions:

1. Consideration by the Parties: The Plaintiffs shall not seek attorneys’ fees or costs in this Case and agree to forgo any award of such fees and costs. In exchange for the Plaintiffs’ consideration, the City shall not make a motion or otherwise request vacatur of any of the trial court decisions issued in this case, including the summary judgment decision that is the subject of this appeal.

2. Release. In consideration of the promises set forth in this Settlement Agreement, Plaintiffs release, waive, acquit, and forever discharge the City from, and are hereby forever barred and precluded from prosecuting, any and all claims, causes of action, or requests for any monetary, declaratory, and/or injunctive relief (whether in administrative or judicial proceedings) that have been or could have been asserted in this Case with respect to, in connection with, or which arise out of, the allegations in this Case.

3. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties, and the Parties acknowledge and agree that no promise or representation not contained in this Settlement Agreement has been made to them, and they acknowledge and represent that this Settlement Agreement contains the entire understanding between the Parties, and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced, nor does this Settlement Agreement reflect any agreed-upon purpose other than the desire of the Parties to reach a full and final conclusion of the Case and to resolve the Case without the time and expense of further litigation.

4. Amendments; Waivers. This Settlement Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the Parties or their counsel, nor shall any provision hereof be waived other than by a written waiver, signed by the Parties or their counsel. Express waiver of any one provision shall not be deemed a waiver of any other provision.

5. Binding Nature of Settlement Agreement. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, successors, assigns, entities, and personal representatives, including any person, entity, department, or agency succeeding to the interests or obligations of any party hereto, or having an interest herein.

6. Execution. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Facsimiles and electronic versions of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

7. Rule of Construction. The Parties through their counsel have negotiated the terms of this Settlement Agreement. Any rule of construction providing that

ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement. This Settlement Agreement shall be construed as if drafted by both Parties.

8. Severability. The provisions of this Settlement Agreement shall be deemed severable, and any invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of the other provisions herein.

9. Authorization. The Parties hereby warrant, represent, and guarantee that the person(s) executing this Settlement Agreement are fully authorized to execute, deliver and perform this Settlement Agreement on the Parties' behalf.

10. The Parties agree that, within two business days after execution of this Settlement Agreement, the City will file a Joint Motion to Dismiss Appeal in the form attached hereto as Exhibit A.

Executed by:
For Plaintiffs:

Ayesha Khan

By: AYESHA KHAN
For Plaintiffs Art Rojas & Lucinda Hale

For Defendant-Appellant-City:

By: KRISTEN M. DREYER, as
President, Ocala City Council

ATTEST:

ANGEL B. JACOBS, City Clerk
APPROVED AS TO FORM/LEGALITY:

WILLIAM E. SEXTON, City Attorney

EXHIBIT A

No. 24-12634

**IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ART ROJAS & LUCINDA HALE,

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v.

CITY OF OCALA,

Defendant–Appellee.

On Appeal from the United States District Court
for the Middle District of Florida
Case No. 4:14-cv-651-TJC-PRL, Hon. Timothy J. Corrigan

JOINT MOTION TO DISMISS APPEAL

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Attorney for Appellees

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Tel. (615) 599-5572

Attorney for Appellant

**CERTIFICATE OF INTERESTED PERSONS AND CORPORATE
DISCLOSURE STATEMENT**

Pursuant to Fed. R. App. P. 26 and Eleventh Circuit Rule 26.1-1(a)(1), counsel for Appellant City of Ocala certifies that the following have or may have an interest in the outcome of this case/appeal:

- American Center for Law & Justice (Law firm for Appellant)
- American Humanist Association (Prior law firm for Appellees)
- Chubb Limited (formerly ACE), parent company of Chubb North America
- Chubb North America
- City of Ocala (Appellant)
- Corrigan, Timothy J., presiding district court judge
- Ekonomou, Andrew J. (Counsel for Appellant)
- Edwards, Richard (Florida citizen, former Captain of Ocala Police Department, witness for Defendants & participant in prayer vigil)
- Franjola, George (former counsel for Defendants)
- French, David (former counsel for Defendants)
- Gammill, Carly (former counsel for Defendants)
- Gilligan, Patrick G. (former counsel for Defendants)
- Graham, Greg (former Ocala Police Chief & deceased Defendant)
- Guinn, Kent (former Mayor of Ocala & former Defendant)

- Gilligan, Anderson, Phelan, Williams and Green, P.A. (law firm for Appellant)
- Hale, Lucinda (Appellee)
- Hale, Daniel (deceased)
- Haynes, Narvella (Florida citizen, witness for Defendants & organizer of prayer vigil)
- Khan, Ayesha N. (Counsel for Appellees)
- Lammens, Philip R. (U.S. Magistrate Judge)
- La Peer, Russell W. (counsel for former Defendant Guinn)
- Manion, Francis (former counsel for Defendants)
- McKerrall, Katherin (former counsel for Plaintiffs)
- Miller, Monica (former counsel for Plaintiffs)
- Morcroft, Heather (counsel for Plaintiffs)
- Landt, Wiechens, LaPeer & Ayeres, LLP (law firm for former Defendant Guinn)
- Niose, David (former counsel for Plaintiffs)
- Potomac Law Group, LLC (Law firm for Appellees)
- Porgal, Frances Jean (deceased Plaintiff)
- Quintana, Edwin (Florida citizen, volunteer chaplain for Ocala Police Department, witness for Defendants & organizer of prayer vigil)

- Rojas, Art (Appellee)
- Roth, Stuart (Counsel for Appellant)
- Sekulow, Jay (Counsel for Appellant)
- Sekulow, Jordan (Counsel for Appellant)
- Sexton, William (Counsel for City of Ocala)
- Southerland, Abigail (Counsel for Appellant)
- Summers, Olivia (Counsel for Appellant)
- Surtees, Geoffrey R. (Counsel for Appellant)

Defendant-Appellant has no corporate disclosures to make.

Date: April __, 2025

/s/ Abigail Southerland
Abigail Southerland

JOINT MOTION TO DISMISS APPEAL

This is an appeal from the trial court's Order dated June 26, 2024, granting summary judgment to the Plaintiffs. Doc 158. On November 18, 2024, this Court issued a stay of appellate briefing to allow the Parties an opportunity to engage in settlement talks.

The Parties have now reached an out-of-court Settlement Agreement, and hereby jointly request that the Court issue the attached Proposed Order dismissing the appeal pursuant to the terms of that out-of-court Settlement Agreement, with all Parties to bear their own costs associated with this appeal.

Respectfully submitted,

/s/ Ayesha N. Khan
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Attorney for Appellees

Dated: April __, 2025

/s/ Abigail Southerland
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Attorney for Appellant

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No. 24-12634

ART ROJAS, et al.,
Plaintiffs – Appellees,
v.
CITY OF OCALA, et al.,
Defendant – Appellant.

On Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 5:14-cv-00651-TJC-PRL

[PROPOSED] ORDER:

The parties' Joint Motion to Dismiss this Appeal is GRANTED.

The appeal is dismissed pursuant to the out-of-court Settlement Agreement reached by the parties, with all Parties to bear their own costs associated with this appeal.

UNITED STATES CIRCUIT JUDGE

CERTIFICATE OF COMPLIANCE
WITH TYPE-VOLUME LIMITATION

I hereby certify that:

1. This motion complies with the type-volume limitation of Fed. R. App. P. 27(d)(2)(A) because it contains 94 words, excluding the parts of the motion exempted by Fed. R. App. P. 32(f).

2. This stipulation complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the typestyle requirements of Fed. R. App. P. 32(a)(6) because it has been prepared in a proportionally spaced typeface using Microsoft Word in 14-point font.

March ____, 2025

/s/ Abigail Southerland
Abigail Southerland

CERTIFICATE OF SERVICE

I hereby certify that on April ____, 2025, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Eleventh Circuit by using the CM/ECF system. I certify that all participants in this case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

/s/ Abigail Southerland
Abigail Southerland

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UNITED STATES CIRCUIT JUDGE