

## SETTLEMENT AGREEMENT AND RELEASE

1. **WHEREAS**, DALANEA TAYLOR, TAMMY HEILMAN, DARLENE DEEGAN, and ROBERT A. JONES III (hereinafter referred to as "PLAINTIFFS") brought a civil action, filed in the United States District Court of the Middle District of Florida, Tampa Division, entitled *Dalanea Taylor; Tammy Heilman; Darlene Deegan; and Robert A. Jones III v. Chris Nocco, in his official capacity as Pasco County Sheriff*, Case No. 8:21-cv-00555-SDM-CPT; and

2. **WHEREAS**, the Court has found that the Pasco County Sheriff's Intelligent Led Policing (ILP) philosophy and the Sheriff's written policies implementing that philosophy are not facially unconstitutional, but also reserved for trial the question of whether those policies were unconstitutional as applied to the Plaintiffs; and

3. **WHEREAS**, the Fourth Amendment recognizes that law enforcement officers share the same implied license to knock on an innocent person's door as any member of the public; and

4. **WHEREAS**, prolific offender checks were performed at the Plaintiffs' residences that exceeded that implied license, including visits at night; and,

5. **WHEREAS**, the First Amendment protects the right of intimate association for members of a family; and

6. **WHEREAS**, prolific offender checks were performed at the Plaintiffs' residences that directly and substantially interfered with the Plaintiffs' right of intimate association; and

7. **WHEREAS**, the Due Process Clause protects an individual's liberty interest; and

8. **WHEREAS**, prolific offender checks were performed at the Plaintiffs' residences that interfered with Plaintiffs' liberty interests; and

9. **WHEREAS**, the Sheriff represents that it has absolutely and unambiguously discontinued the process of designating persons as prolific offenders under the process described in the 2018 ILP Manual, or making repeated, suspicionless visits to such offenders or their families as part of a prolific offender program. Further, the Sheriff will not return to a substantially similar process of designating persons as prolific offenders and making repeated, suspicionless visits to such offenders or their families as part of a prolific offender program as most recently described in the 2018 ILP Manual; and

10. **WHEREAS**, the Plaintiffs assert liability for these incidents and the Sheriff denies liability; nevertheless, the parties to said civil action are desirous of resolving their disputes and agree to settle all remaining claims, disputes, and contentions between themselves,

11. **NOW THEREFORE**, know all persons by these presents that in consideration of the covenants and matters set forth herein, and in consideration of payment of the total sum of \$105,000.00 (one hundred five thousand dollars and zero cents) to PLAINTIFFS by the Florida Sheriffs Risk Management Fund (hereinafter "the FUND"), PLAINTIFFS do hereby release and forever discharge the SHERIFF

and the FUND and all of their current and former assigns, successors in interest, predecessors in interest, heirs, deputies, employees, agents, servants, directors, officers, shareholders, reinsurers and excess insurers, in their official and individual capacities, from any and all claims, demands, rights, actions, causes of action, claims bills, and claims for attorneys' fees or costs, of whatsoever kind or nature, whether in law or equity, which PLAINTIFFS have, had, or might hereinafter claim to have, whether known or not, that are or could have been asserted in Case No.: 8:21-cv-00555-SDM-CPT, against the SHERIFF and the FUND and all of their current and former assigns, successors in interest, predecessors in interest, heirs, deputies, employees, agents servants, directors, officers, shareholders, reinsurers and excess insurers, in their official and individual capacities, from the beginning of the world to the date hereof.

12. Plaintiffs will dismiss the case with prejudice in Case No.: 8:21-cv-00555-SDM-CPT.

13. PLAINTIFFS shall be responsible for payment of all of their attorneys' fees and costs in this matter.

14. PLAINTIFFS warrant and represent that they have been fully informed about this settlement and have full knowledge of the terms, conditions, and effects of this release, that no promise or inducement has been offered or made except as herein set forth, and that this release is executed without reliance upon any statement or representation by any other party or their representative.

15. All warranties, covenants, agreements and releases contained herein shall survive this release.

16. This release is a compromise of disputed claims. Acceptance of any benefit pursuant to this release is intended merely to avoid future litigation, and acceptance of benefits under this release is not to be construed as an acquiescence by any party to the claims and allegations of the other parties.

17. This release constitutes the entire agreement of the parties pertaining to the subject matter contained herein. No other agreement, statement, or promise made by any party, or agent of any party, or to any employee, officer, or agent of any party, which is not contained in this release shall be binding or valid.

18. The validity, construction, interpretation and administration of this release shall be governed by the laws of the State of Florida.

19. PLAINTIFFS acknowledge that no representation as to any tax consequences of this settlement has been made to them by the SHERIFF or the FUND, or by their representatives or attorneys.

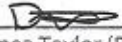
20. In further consideration of the covenants contained herein, PLAINTIFFS agree that they shall be solely responsible for payment of, or reimbursement of, any related claim, cost, demand lien, action, or suit of any kind or character, arising out of the provision of services or benefits paid by any third party payor, including any other insurance payments, incurred or paid as a result of this


incident or case, except for payments to or on behalf of the Pasco County Sheriff's Office.

21. The Court shall maintain jurisdiction to enforce the agreement between the parties.

22. The effectiveness of this agreement is contingent on the Court entering an Order maintaining jurisdiction over the settlement agreement.

IN WITNESS WHEREOF, this Settlement Agreement and Release is executed as follows:

  
\_\_\_\_\_  
Dalanea Taylor (Dec 3, 2024 19:17 EST)  
DALANEA TAYLOR  
Plaintiff

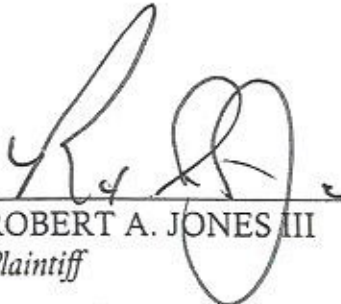
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\_\_\_\_\_  
TAMMY HEILMAN  
Plaintiff

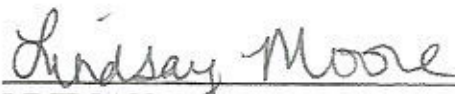
Dated: 12-3 \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
DARLENE DEEGAN  
Plaintiff

Dated: Dec. 3, 2024, 2024.

  
\_\_\_\_\_  
ROBERT A. JONES III  
*Plaintiff*

Dated: 12/3/, 2024.

  
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LINDSAY MOORE, Esq., Undersheriff of Administrative Operations/General  
Counsel For Defendant Sheriff

Dated: December 3, 2024.