

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT IN AND
FOR LEON, FLORIDA

DISABILITY RIGHTS FLORIDA, INC., CASE NO.: 2019-CA-2825

Plaintiff,

v.

FLORIDA DEPARTMENT OF
CORRECTIONS, an agency of the State
of Florida,

Defendant.

_____ /

FIRST CONTRACT MODIFICATION TO SETTLEMENT AGREEMENT

This is a modification to the Settlement Agreement (“Agreement”) between DISABILITY RIGHTS FLORIDA, INC., (“DRF”) and the FLORIDA DEPARTMENT OF CORRECTIONS, (“FDC”) (collectively the “Parties”) that was signed on November 8, 2021, as a settlement of the above-captioned case. Pursuant to paragraph 90 of the Agreement, the following modifications are hereby made:

Paragraph 97 is hereby revised to read as follows:

97. **Attorneys’ Fees and Costs.** Within thirty (30) days of execution of this modification, FDC shall pay to DRF the sum of \$650,000, in full payment of attorneys’ fees and costs accrued through the date of this modification, via check made payable to Disability Rights Florida, Inc. DRF hereby releases and discharges FDC of and from any claims or causes of action arising out of payment of attorneys’ fees and costs accrued through the date of this modification.

In the event DRF files a breach of contract action, as described in Paragraph 82 of the Agreement, the Parties agree that DRF shall be entitled to its reasonable attorneys’ fees and

expenses if a state court finds FDC significantly breached this Agreement. If either Party appeals a decision from said breach of contract action, FDC agrees to pay DRF's reasonable attorneys' fees and expenses for the appeal if DRF prevails on the appeal. The Parties agree that DRF's entitlement to its reasonable attorneys' fees is expressly limited as follows:

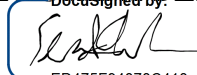
A. DRF's entitlement to its reasonable attorneys' fees is limited to fees incurred (1) that directly relate to or are directly in furtherance of a breach of contract action filed against FDC and that directly relate to the claims raised in the Notice of Significant Breach, as described in Paragraph 81.B of the Agreement; and (2) after DRF receives FDC's Response to Notice of Significant Breach, as described in Paragraph 81.C of the Agreement, and continues to assert that FDC has significantly breached the Agreement, as described in Paragraph 81.D of the Agreement;

B. In the event DRF prevails as described herein and a state court finds that FDC significantly breached this Agreement, DRF shall be entitled to attorneys' fees incurred for litigation related to entitlement to attorneys' fees; however, DRF shall not be entitled to attorneys' fees incurred for litigation related to the amount of attorneys' fees to which DRF may be entitled.

FDC hereby agrees that it will not seek attorneys' fees pursuant to 57.105(7), Florida Statutes, on the basis of the fees provision provided in Paragraph 97 of the Agreement.

IN WITNESS WHEREOF, the Parties to this Settlement Agreement have executed the above modification as of 15th day of June, 2022.

FLORIDA DEPARTMENT OF CORRECTIONS

DocuSigned by:

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By: Sean Anderson
Assistant General Counsel

DISABILITY RIGHTS FLORIDA

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Peter Sleasman
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By: Peter Sleasman
Executive Director