

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

MARK K. BOWES,

Petitioner,

vs.

DOAH Case No.: 2017-2089

FCHR Case No.: 2016-01708

CIRCLE K STORES, INC.,

Respondent.

_____ /

JOINT STIPULATION OF DISMISSAL

Petitioner Mark Bowes (“Bowes”) and Respondent Circle K Stores, Inc. (“Circle K”) jointly stipulate to the dismissal of this administrative proceeding, and state as follows:

1. Bowes recently contacted counsel for Circle K to discuss this matter. Bowes stated that he is not represented by an attorney. Accordingly, Circle K’s counsel advised Bowes that he does not represent Bowes, cannot offer Bowes legal advice, and that counsel’s interests on behalf of Circle K are adverse to Bowes’. Bowes understands and acknowledges the same.

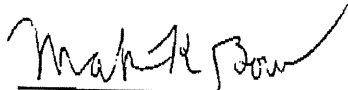
2. Further, Bowes acknowledges that he executed the General Release attached hereto as Exhibit A. Bowes was represented by counsel in that transaction. Bowes understands that, in the General Release, he explicitly waived and released Circle K from, among other things, all claims, rights, charges, grievances, suits and causes of action relating to or arising out of Bowes’ employment with Circle K., including the claims Bowes is seeking to pursue in this action.

3. Bowes further acknowledges that he executed the General Release in good faith, and in exchange for a monetary sum which he was paid.

4. In light of this General Release, both parties agree to the dismissal of this proceeding.

5. In addition to the parties' agreement, dismissal is appropriate because the Florida Commission on Human Relations does not have jurisdiction over this case due to Bowes' release of claims against Circle K. *See Olascoaga v. Crowley Marine Services, Inc.*, Case No. 13-4942 (Fla. DOAH April 11, 2014; FCHR June 11, 2014) ("Under Florida law and FCHR precedent, Petitioner's release of claims against Respondent means that Petitioner has no claims cognizable under the Florida Civil Rights Act of 1992, as amended, and the FCHR has no jurisdiction in this matter"); *see also Miles v. MacFarlane, Ferguson and McMullen, P.A.*, Case No. 10-8308 (Fla. DOAH Dec. 9, 2010; FCHR Mar. 2, 2011); *Bovea v. Mercantile Commercebank*, Case No. 09-0394 (Fla. DOAH June 30, 2009; FCHR Sept. 22, 2009).

WHEREFORE, based on this joint stipulation, Mark Bowes and Circle K Stores, Inc. respectfully request the Administrative Law Judge enter an order dismissing this proceeding.



Mark K. Bowes
Petitioner, *Pro Se*

/s/ V. Stephen Cohen

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Attorneys for Respondent

EXHIBIT A
to Joint Stipulation
of Dismissal

GENERAL RELEASE

COMES NOW, the employer, Circle K, and the employee, Mark Bowes, by and through their undersigned attorneys and in conjunction with the workers' compensation stipulation and joint petition closing out future indemnity and medical benefits pursuant to *Florida Statutes*, 440.20, agree as follows:

1. As additional consideration for the lump sum settlement in the workers' compensation claim for the date of accident, November 2, 2015, the employee agrees and does hereby waive, and release Circle K, and its subsidiaries, affiliates, directors, officers, employees, representatives, agents, shareholders, attorneys, successors, and assigns (hereafter referred to as collectively in this subsection as Circle K) from all claims, rights, administrative charges, suits, demands, grievances, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, that Mark Bowes has maintained against Circle K through the date of signing this agreement. Without limiting the generality of the foregoing, Mark Bowes waives and releases Circle K from all claims, rights, charges, grievances, suits and causes of action relating to or arising out of Mark Bowes's employment relationship with conditions of employment with compensation by or separation from employment with Circle K, including without limitation, any claims, rights, charges, suits or causes of action arising out of Title VII under the Civil Rights Act of 1964 as amended; the

Civil Rights Acts of 1866, 1871, and 1991, as amended; the Florida Civil Rights Acts of 1992 Chapter 760, *Florida Statutes*, as amended; *Florida Statutes* Section 112.3187, Section 440.205, and Section 448.102; the Age Discrimination in Employment Act of 1967, as amended; The Americans with Disabilities Act of 1990, as amended; the Family and Medical Leave Act of 1993; and any other federal or state law or local ordinance and further including without limitation any suit in tort (including negligence) or contract (whether written or implied), or any other common law or equitable basis of action. The employer agrees to pay the employee \$100.00 for this release.

2. Mark Bowes acknowledges that he had the opportunity to read, study, consider, and deliberate upon this agreement and he fully understands and is in complete agreement with all of the terms of this agreement. Mark Bowes has specifically been advised and hereby acknowledges that he has consulted with and has been advised by his attorney before executing this agreement and that he has been, and is hereby advised to consult prior to executing this agreement. Mark Bowes acknowledges that he has been offered a period of at least twenty-one (21) days in which to consider this agreement. This agreement may be revoked by either party for a period of seven (7) days following the execution of the agreement and the agreement shall not become effective or enforceable until the revocation period has expired.

3. As further consideration, the employee, Mark Bowes, agrees to resign his position with Circle K and further agrees that he will not present for employment or seek employment with the employer, Circle K, or any subsidiary or affiliate thereof.

4. The claimant agrees to keep and maintain confidential and private all terms of this settlement and shall not disclose to any person or organization any of the provisions or terms of the settlement agreement, including, without limitation, the amount, terms and conditions of any sums paid or payable.

5. As consideration for the above recited waivers, resignation and confidentiality agreement, the employer agrees to pay the employee the gross sum of \$100.00, the sufficiency of which is hereby acknowledged.

x Mark Bowes
Mark Bowes

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 15th day of April 2016 by Mark Bowes who is personally known to me or who has produced as identification and who did take an oath, and who upon being duly sworn certifies that the information furnished by him in the foregoing Stipulation is true and correct and that he (has read the Stipulation) (has had the Stipulation read to him) and believes the lump-sum settlement to be in his best interest.

Angela Gonzalez
Notary Public
My Commission Expires _____

