IN THE CIRCUIT COURT OF THE 16th JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

GRETNA WILLIAMS, Plaintiff,

VS.

CASE NO.: 2016-CA-223-K

CITY OF KEY WEST,
Defendant.

SETTLEMENT AGREEMENT

WHEREAS, Gretna Williams (hereinafter referred to as "Plaintiff") alleges in a Complaint for Negligence filed in Monroe County, Florida that on or about March 13, 2015 Plaintiff was injured as a passenger on a city transit bus when the bus made a right turn at the intersection of 14th Street and North Roosevelt Blvd. and the back tire went over a curb; and,

WHEREAS, as a result of said incident, Plaintiff suffered personal injuries to her back and left hip; and,

WHEREAS, the parties agree to resolve the above captioned personal injury case without further litigation without either party admitting any fault or liability regarding the alleged personal injury; and,

NOW, THEREFORE, for good and valuable consideration acknowledged herein, the parties enter into this settlement agreement as described in detail below:

- 1. The City shall pay \$90,000.00 to Plaintiff to resolve her personal injury claim.
- 2. The City of Key West will agree to enter into a Stipulated Motion to Vacate the Court's Order dated April 30, 2019, compelling Plaintiff to reimburse the City the costs of a failed CME attempt in the amount of \$1,800.00, as well as the Court's Order dated October 14, 2020, finding the Plaintiff liable to the City for said damages.

- 3. Plaintiff shall execute a Release of All Claims to be signed by the Plaintiff running to the benefit of the City of Key West and its insurance company, third party administrator, agents, and representatives shall be incorporated and made part of this Settlement Agreement forthwith.
- 4. Plaintiff agrees to execute a Dismissal with Prejudice of the above styled cause of action within 5 business days of receiving payment from the City of Key West, or its insurance company/Third Party Administrator.
- 5. The parties agree that the amounts in paragraphs 1 and 2 represent good and valuable consideration for this Settlement Agreement.
- 6. The Plaintiff understands that pursuant to F.S. 768.28(8), the Plaintiff's attorney fees are limited to 25% of any judgement or settlement received. Both parties are to pay their own costs and fees.
- 7. The City is not responsible for any medical liens that have been imposed as a result of any injuries alleged to have occurred in this case. Plaintiff indemnifies and holds the City harmless from any attempt by any provider to collect liens for services rendered to Plaintiff as a result of this claim.
- 8. This settlement is contingent upon approval by the City Commission at an open and publicly noticed meeting in compliance with Florida Statutes.
- 9. Plaintiff understands that as a settlement with a public agency subject to the Florida

c Records Law and certain health information regarding
le to the public upon request and Plaintiff hereby
Robert Tilghman (Counsel for Plaintiff)

date
Ronald Ramsingh, Esq. (Counsel for City of Key West)