

**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA**

**BERNARD MICHAEL MINGO
and LOLITA MINGO**
Plaintiffs,

CASE NO.: 2014-CA-1043-K

VS.

CITY OF KEY WEST,
Defendant.

SETTLEMENT AGREEMENT

WHEREAS, Bernard Michael Mingo & Lolita Mingo (hereinafter referred to as "Plaintiffs") allege in a Complaint for Negligence filed in Monroe County, Florida that on January 17, 2014, Mr. Mingo tripped and fell on a sidewalk owned by the City of Key West on the south side of the 300 block of Louisa Street in Key West, Florida and a resulting loss of consortium claim from Ms. Mingo; and,

WHEREAS, as a result of said fall, Mr. Mingo suffered significant personal injuries to his neck, lumbar spine, right shoulder and right wrist; and,


WHEREAS, the Defendant and the Plaintiffs also allege that the owner of the property adjacent to the location of the fall, Stephen Habberstad (non-party), bears some responsibility in the cause of the alleged sidewalk defect; and,

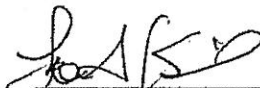
WHEREAS, the parties and Mr. Habberstad agree to resolve the above captioned personal injury case without further litigation. Further, neither the parties, nor Mr. Habberstad admit any fault or liability regarding the alleged personal injury,


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

1. The City shall pay \$74,999.00 to Plaintiff Bernard Michael Mingo for his personal injury claim.

2. The City shall pay \$1.00 to Plaintiff Lolita Mingo for her Loss of Consortium claim.
3. Mr. Habberstad, though his insurance carrier, shall pay a sum to both Plaintiffs totaling \$174,000.00.
4. The Plaintiffs will execute a Release of All Claims, which inures to the benefit of both the City of Key West, Mr. Habberstad and his insurance carrier(s), and said Release shall be incorporated and made part of this Settlement Agreement forthwith.
5. The City of Key West and Mr. Habberstad also agree to a Mutual Release of any and all claims which stemmed from the subject incident and the construction of Mr. Habberstad's property.
6. Plaintiffs agree 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, Mr. Habberstad and their insurance companies.
7. The Plaintiffs, the City of Key West and Mr. Habberstad agree that the amounts in paragraphs 1 – 3 above represent good and valuable consideration for this Settlement Agreement.
8. This agreement may be signed in counterparts, and said counterparts shall be deemed effective as though all are signed on one draft.


Bernard Michal Mingo (Plaintiff) date Apr 4 2016


Lolita Mingo (Plaintiff) date 4/4/16


David Helfand (Attorney for Plaintiffs) date 4/6/2016

Stephen Habberstad date _____

Brandon Waas (Attorney for Habberstad) date _____

James Scholl (City Manager) date _____

Ronald Ramsingh (Attorney for City)
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2. The City shall pay \$1.00 to Plaintiff Lolita Mingo for her Loss of Consortium claim.
3. Mr. Habberstad, through his insurance carrier, shall pay a sum to both Plaintiffs totaling \$174,000.00.
4. The Plaintiffs will execute a Release of All Claims, which inures to the benefit of both the City of Key West, Mr. Habberstad and his insurance carrier(s), and said Release shall be incorporated and made part of this Settlement Agreement forthwith.
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Bernard Michal Mingo (Plaintiff)

Lolita Mingo (Plaintiff)

David Helfand (Attorney for Plaintiffs)

Stephen Habberstad

_____
Brandon Waas (Attorney for Habberstad)

James Scholl (City Manager)

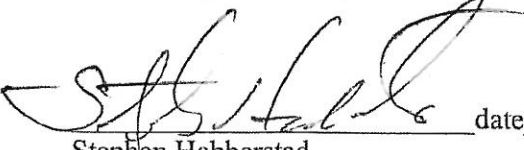
Ronald Ramsingh (Attorney for City)
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2. The City shall pay \$1.00 to Plaintiff Lolita Mingo for her Loss of Consortium claim.
3. Mr. Habberstad, though his insurance carrier, shall pay a sum to both Plaintiffs totaling \$174,000.00.
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Bernard Michal Mingo (Plaintiff) date _____

Lolita Mingo (Plaintiff) date _____

David Helfand (Attorney for Plaintiffs) date _____


Stephen Habberstad date 4/8/18

Brandon Waas (Attorney for Habberstad) date _____

James Scholl (City Manager) date _____

Ronald Ramsingh (Attorney for City)
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