

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

CIVIL DIVISION

LINDA TILGHMAN,
Plaintiff,

vs.

CASE NO: 2015-CA-492-K
JUDGE: MARK JONES

CITY OF KEY WEST,
Defendant,

vs.

FLORIDA DEPARTMENT OF TRANSPORTATION,
Third Party Defendant.

JOINT STIPULATION FOR SETTLEMENT


COME NOW, Plaintiff, Linda Tilghman, Defendant, City of Key West and Third Party Defendant, Florida Department of Transportation ("FDOT"), by and through their undersigned counsel, enter into this Joint Stipulation for Settlement, and state as follows:


1. The parties attended mediation in this matter on June 12, 2017. Following the mediation, the parties continued to have settlement discussions and ultimately agreed to settle this claim on June 13, 2017. This agreement recites the terms and conditions of the complete settlement of all claims in this matter. This settlement is further contingent upon a vote to approve by the city commission for the City of Key West, however it is the recommendation of the undersigned Chief Assistant City Attorney and the City Manager that the city commission votes to approve same.


2. Plaintiff shall receive the total sum of \$180,000.00 for settlement of this case. The City of Key West shall pay to Plaintiff the total sum of \$160,000.00 as settlement in full of the above-styled claim brought by the Plaintiff. Third Party Defendant, FDOT will pay to the Plaintiff the total sum of \$20,000.00, representing the balance of the settlement to the Plaintiff and as its settlement of any and all claims brought by the City of Key West in its Third Party Complaint with respect to the Plaintiff's claim. The City of Key West shall be responsible for the payment of the mediator's fee. These payments shall represent the total claim and are intended to settle all claims in this case.
3. The Plaintiff will agree to sign a Release of All Claims as to Defendant, the City of Key West and as to Third Party Defendant, Florida Department of Transportation. As a condition of the settlement, the Release will also be signed by Plaintiff's husband, James Tilghman and a representative of the City of Key West.
4. In consideration of the foregoing terms and conditions, the Plaintiff has agreed to the dismissal with prejudice Defendant, the City of Key West as to the Complaint and the City of Key West has agreed to the dismissal with prejudice of the Third Party Defendant, Florida Department of Transportation.
5. Upon the signing of this Stipulation, the parties will submit same to the court along with a proposed order allowing the court to retain jurisdiction for the enforcement of its terms so as to advise the court of this settlement and to remove the matter from the jury calendar.

6. This agreement represents the complete settlement of all claims in this matter, and there are no other or further stipulations to be enforced beyond the terms herein.

Read, approved and accepted this _____ day of June, 2017.

By 
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