

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

CASE NUMBER 2016-CA-289-K

GERALDINE FALCON-BERGMAN,

Plaintiff,

vs.

CITY OF KEY WEST, FLORIDA,

Defendant.

MEDIATED SETTLEMENT AGREEMENT

This settlement agreement is entered into this 30th day of June, 2020 between Plaintiff Geraldine Falcon-Bergman, Plaintiff and City of Key West, Florida, Defendant.

Plaintiff has initiated this lawsuit against Defendant alleging various causes of action. Defendant has denied and continues to deny, all such allegations. The execution of this settlement is not an admission of any fault or wrongdoing by or on behalf of Plaintiff or Defendant. A Mediated Settlement Agreement was reached between Plaintiff and Defendant on this date and is entered into subject to the approval of the City Commission for the City of Key West, Florida at a meeting to be conducted at a later date.

All provisions of this Settlement Agreement are contractual in nature, and not mere recitals only. The purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein.

Each party understands and agrees that upon approval by the City Commission, the terms of this Settlement Agreement are binding upon the party and upon all representatives, successors and assigns of such party.

Each party represents that it has no awareness of the existence of any actual or potential claim, demand, suit, cause of action, charge or grievance possessed by such party, which is not subject to and fully released by this Settlement Agreement, except for matters as may be expressly excluded in this Settlement Agreement, that concerns or relates in any way, directly or indirectly to this lawsuit.

City of Key West shall pay to Geraldine Falcon-Bergman the total sum of Ninety thousand and no/100 Dollars (\$90,000.00) to be remitted upon approval by City Commission. Payor shall deliver a check to the Wolfson Law Firm payable to Geraldine Falcon-Bergman and Wolfson Law Firm. Payment of the sums due under this Settlement Agreement is expressly conditioned upon (a) the execution of the release as provided above, and (b) the entry of an Order of Dismissal with Prejudice by the Court.

In consideration of the total sum payable as provided and in further consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants and statements of intention contained in this Settlement Agreement that Geraldine Falcon-Bergman accepts said sum in full settlement, compromise and release of all claims as arising out of or in connection with this lawsuit.

This Settlement Agreement shall be construed in accordance with the governing laws of the State of Florida. The obligations of the parties are performable, and venue for any legal action arising of this Settlement Agreement shall lie in Monroe County, Florida.

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Full and Final Settlement Agreement on the dates set forth under their respective names, to be effective as of _____, 2020.



GERALDINE FALCON-BERGMAN, Plaintiff

Date: July 13 2020



ALFIE LEON, Counsel for Plaintiff

Date: 7-1-2020

CITY OF KEY WEST, FLORIDA, by:

Date: _____