

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

NANCY BARTA,
Plaintiff,

2015-CA-759-K

vs.

THE CITY OF KEY WEST,
Defendant.

MEDIATED SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by NANCY BARTA, Plaintiff and The City of Key West, Defendant on this date, subject to the approval of the City Commission of the City of Key at a meeting to be conducted at a later date..

The Plaintiff has initiated the above-described lawsuit against Defendant alleging various causes of action. Defendant has denied, and continues to deny, all such allegations by Plaintiff NANCY BARTA, and the purpose of this Settlement Agreement embodies a negotiated compromise, settlement and release.

This Settlement Agreement, and the execution hereof, does not, and is not intended to be construed to be, is an admission of any fault or wrongdoing by or on behalf of Plaintiff or Defendant.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and the above Recitals, the parties hereby agree as follows:

IN CONSIDERATION The City of Key West shall pay to NANCY BARTA, the total sum of Forty Thousand and No/100 DOLLARS (\$40,000.00) to be remitted upon approval of the City Commission of the City of Key West. If the settlement is not approved by the City, the agreement shall be void and of no further force and effect.

Each party agrees to be solely responsible for the payment of their respective attorney's fees and costs as a result of or in connection with the Lawsuit or this Settlement Agreement.

Payment of the sums due under this Settlement Agreement is expressly conditioned upon ((a) the execution of the release to be provided and the entry of an Order of Dismissal with Prejudice by the Court.

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 7/19, 2017

X Nancy Barta
NANCY BARTA, Plaintiff

X Fredrick M. Barta
FREDRICK BARTA, Spouse of Plaintiff

Marcos A. Gonzalez-Balboa
MARCOS A. GONZALEZ-BALBOA, ESQ.
Counsel for Plaintiff

James Scholl
CITY of KEY WEST, FLORIDA by
JAMES SCHOLL, City Manager

Ronald Ramsingh
RONALD RAMSINGH, ESQ.
Chief Assistant City Attorney