

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
KEY WEST DIVISION

CASE NO: 14-cv-10028-JEM

TREAVOR EIMERS, as Personal Representative
of the Estate of Charles Eimers, Deceased,

Plaintiff,

vs.

CITY OF KEY WEST, a Florida Municipality
HENRY DEL VALLE, an Officer with the City of
Key West's Police Department, et al.

Defendants.


MEDIATION AGREEMENT

At the mediation conference conducted on January 29, 2015 in Key West, Florida, the parties and their attorneys agree as follows:

1. The plaintiff and their attorneys agree to accept the total sum of \$900,000.00 to be paid on behalf of Gary Lee Lovette in full and complete settlement of all claims for damages, costs and attorney fees claimed in the above styled action.
2. Subject to approval by the Key West City Commission at a meeting to be conducted on February 18, 2015, the City of Key West will issue a check in the amount of \$900,000.00 payable to the order of Horan, Wallace & Higgins, LLP trust account. This check will be delivered to the office of Horan, Wallace & Higgins within 10 business days following approval of this agreement by the Key West City Commission. If this agreement is not approved by the Key West City Commission, the agreement shall be void and of no further force and effect.

3. The Preferred Governmental Insurance Trust (PGIT) agrees to this settlement and shall indemnify the City of Key West for the payment of this settlement amount in accordance with its policy of insurance.
4. On or before February 6, 2015, Plaintiff agrees to execute and deliver to Michael T. Burke the Releases attached hereto. These Releases will be held in escrow until the settlement check described in Paragraph 2 above is delivered.
5. On or before February 6, 2015, counsel for the Plaintiff and counsel for the Defendants agree to execute the Stipulation for Final Order of Dismissal attached hereto. The executed Stipulation for Final Order of Dismissal will be held in escrow by Michael T. Burke until the settlement check described in Paragraph 2 above is delivered. Upon delivery of the settlement check, the executed Releases and the executed Stipulation for Final Order of Dismissal shall be released from escrow and the Stipulation may be filed with the Court.
6. Counsel for the parties agree to file a motion to stay or abate proceedings pending the Key West City Commission meeting to take place on February 18, 2015. The parties agree the motion will be filed on or before Monday, February 2, 2015.

Dated, this 29th day of January, 2015.



Joshua Eimers
On behalf of Trevor Eimers, as Per.
Rep. of Charles Eimers, Deceased



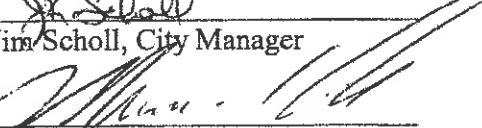
David W. Brill, Esquire
Counsel for Plaintiff



H. Mark Purdy, Mediator



Jim Scholl, City Manager



Michael T. Burke, Esquire
Counsel for City of Key West and
Individual Defendants

**GENERAL RELEASE AND AGREEMENT
TO SATISFY LIENS AND SUBROGATION RIGHTS**

KNOW ALL MEN BY THESE PRESENTS:

That I, TREA VOR EIMERS, as Personal Representative of the Estate of Charles Eimers, Deceased, hereinafter referred to as "first party", for and in consideration of the sum of TEN DOLLARS, (\$10.00) or other valuable considerations, received from or on behalf of THE CITY OF KEY WEST, HENRY DEL VALLE, GABRIEL HUMBERTO GARRIDO, GUSTAVO ADOLFO MEDINA, KATHYANN WANCIK, MATTHEW JOHNSON, FRANCISCO ZAMORA, THADDEUS CALVERT, DEREK WALLIS, NICHOLAS GALBO, JANETH CALVERT, PABLO RODRIGUEZ and TODD STEVENS, together with their officials, employees and agents, both past and present, hereinafter referred to as "second party", the receipt is hereby acknowledged.

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the officials, agents and employees, successors and assigns of corporations, partnerships or trusts, both past and present wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, of and from all and all manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents including but not limited to any and all claims arising from an incident which occurred

West Division, Case No. 14-cv-10028-MARTINEZ-GOODMAN. I represent that all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for payment of same by any third party which arose out of the incident in litigation described above have been paid in full or will be satisfied with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second party for any claims, demands, subrogation rights, or liens that may be asserted against the second party for the above mentioned expenses or losses of the first party. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of the second party, by whom liability is expressly denied.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

TREVOR EIMERS, as Personal Representative
of the Estate of Charles Eimers, Deceased

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared TREVOR EIMERS, to me known to be the persons described in the foregoing instrument or who have produced _____ as identification and who did take an oath and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2015.

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires:

This Instrument Prepared by:
MICHAEL T. BURKE, ESQUIRE
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
2455 E. Sunrise Blvd., 10th Floor
Fort Lauderdale, FL 33304
(954) 463-0100

**GENERAL RELEASE AND AGREEMENT
TO SATISFY LIENS AND SUBROGATION RIGHTS**

KNOW ALL MEN BY THESE PRESENTS:


That I, TREVOR EIMERS, as Personal Representative of the Estate of Charles Eimers, Deceased, hereinafter referred to as "first party", for and in consideration of the sum of NINE HUNDRED THOUSAND DOLLARS, (\$900,000) or other valuable considerations, received from or on behalf of GARY LEE LOVETTE, hereinafter referred to as "second party", the receipt is hereby acknowledged.

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the officials, agents and employees, successors and assigns of corporations, partnerships or trusts, both past and present wherever the context so admits or requires.)

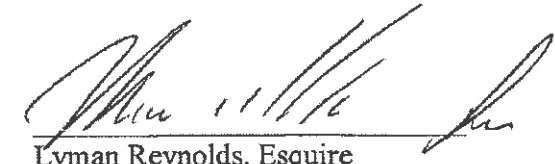
HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, of and from all and all manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents including but not limited to any and all claims arising from an incident which occurred on or about November 28, 2013, at or near 1405 Duval, Key West, FL, together with any and all claims which were or could have been brought in the lawsuit styled *TREVOR EIMERS, as Personal Representative of the Estate of Charles Eimers, Deceased, Plaintiff vs. CITY OF KEY WEST, et al., Defendants, in the United States District Court, Southern District of Florida, Key*



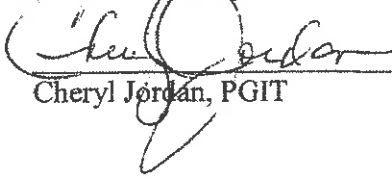
re: David Paul Hogan, Esquire *DAMASU Hogan*
Counsel for Plaintiff



Jeannete C. Lewis, Esquire
Counsel for Plaintiff



Lyman Reynolds, Esquire
Counsel for Gary Lee Lovette



Cheryl Jordan, PGIT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
KEY WEST DIVISION

CASE NO: 14-cv-10028-MARTINEZ-GOODMAN

TREAVOR EIMERS, as Personal Representative
of the Estate of Charles Eimers, Deceased,

Plaintiff,

vs.

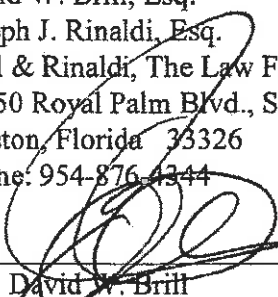
CITY OF KEY WEST, a Florida Municipality;
HENRY DEL VALLE, an Officer with the City
of Key West's Police Department, et al.,

Defendants.

STIPULATION FOR FINAL ORDER OF DISMISSAL

The Plaintiff and the Defendants by and through their undersigned attorneys stipulate and agree to the entry of a final order dismissing the above styled action with each party to bear their own costs and attorneys fees and with prejudice to the Plaintiff. The Court is requested to retain jurisdiction for 30 days for matters related to settlement.

David W. Brill, Esq.
Joseph J. Rinaldi, Esq.
Brill & Rinaldi, The Law Firm
17150 Royal Palm Blvd., Ste. 2
Weston, Florida 33326
Phone: 954-876-4344

By: 
David W. Brill
Fla. Bar No. 959560


Michael T. Burke, Esq.
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
2455 East Sunrise Blvd., Suite 1000
Fort Lauderdale, FL 33304
Phone: 954-463-0100

By: _____
Michael T. Burke
Fla. Bar No. 338771

Dated: _____

Dated: _____

David Paul Horan, Esq.
Darren M. Horan, Esq.
Horan, Wallace & Higgins LLP
608 Whitehead St.
Key West, FL 33040
305-294-4585

By: 
~~David Paul Horan~~ *Darren Horan*
Fla. Bar No. 142474

Dated: _____

Lyman H. Reynolds, Jr., Esq.
Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Ste. C101
West Palm Beach, FL 33409-1983
Phone: (561) 688-6560

By: _____
Lyman H. Reynolds, Jr.,
Fla. Bar No. 380687

Dated: _____

Robert J. McKee, Esq.
The McKee Law Group, LLC
17150 Royal Palm Blvd., Ste. 1
Weston, FL 33327
954-888-9877

By: _____
Robert J. McKee
Fla. Bar No. 972614

Dated: _____

Jeannete C. Lewis, Esq.
Lewis Legal Group, P.A.
17150 Royal Palm Blvd., Ste. 1
Weston, FL 33327
954-888-9877

By: 
~~Robert J. McKee~~ Jeannete Lewis
Fla. Bar No. 987565

Dated: _____

on or about November 28, 2013, at or near 1405 Duval, Key West, FL, together with any and all claims which were or could have been brought in the lawsuit styled *TREAVOR EIMERS, as Personal Representative of the Estate of Charles Eimers, Deceased, Plaintiff vs. CITY OF KEY WEST, et al., Defendants, in the United States District Court, Southern District of Florida, Key West Division, Case No. 14-cv-10028-MARTINEZ-GOODMAN*. I represent that all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for payment of same by any third party which arose out of the incident in litigation described above have been paid in full or will be satisfied with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second party for any claims, demands, subrogation rights, or liens that may be asserted against the second party for the above mentioned expenses or losses of the first party. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of the second party, by whom liability is expressly denied.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

TREAVOR EIMERS, as Personal Representative
of the Estate of Charles Eimers, Deceased

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared TREVOR EIMERS, to me known to be the persons described in the foregoing instrument or who have produced _____ as identification and who did take an oath and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2015.

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires:

This Instrument Prepared by:
MICHAEL T. BURKE, ESQUIRE
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
2455 E. Sunrise Blvd., 10th Floor
Fort Lauderdale, FL 33304
(954) 463-0100