

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
KEY WEST DIVISION

CASE NO.:15-cv-10044-JEM

MARTY MURPHY as Guardian for
MATTHEW SHAUN MURPHY, and
MARIE K. ANNULYSSE as natural parent
of KM, a Minor, Plaintiffs,

Plaintiff,

vs.

CITY OF KEY WEST, a municipal corp.,
and OFFICER MARK W. SIRACUSE, in
his individual capacity, and Does 1 through
10 inclusive,

Defendants.

MEMORANDUM OF SETTLEMENT

This cause having been submitted to mediation before E. Hugh Chappell, Jr. mediator, upon Order of the above styled court, and stipulation between the parties, it is hereby stipulated and agreed between said parties that settlement has been reached as follows:

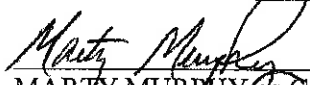
Defendants, City of Key West and Mark Siracuse (by and through their insurer) shall pay Plaintiff, MARTY MURPHY as Guardian for MATTHEW SHAUN MURPHY (collectively "Murphy"), the sum of eight hundred fifty thousand dollars (\$ 850,000), as full and final settlement of any and all of Murphy's claims against Defendants, made payable to the Williamson Law Firm Attorney-Client Trust Account. Murphy shall satisfy any and all health insurance liens, medicaid and medicare liens, worker's compensation liens, subrogation liens, attorney liens and all outstanding hospital and medical bills and indemnify and hold Defendants harmless thereof. All such liens shall be satisfied or released before any settlement proceeds are disbursed from the

Williamson Law Firm Attorney-Client Trust Account. Tender of payment is conditioned upon execution by Murphy of a release in favor of the Defendants. Counsel for Murphy and the Defendants shall execute a stipulation for final order of dismissal with prejudice with each party to bear their own costs and attorneys fees.

This settlement is conditioned upon approval by the Key West City Commission at a public meeting as required by Florida law. The parties anticipate that the matter can be acted upon at the March 15, 2016 meeting of the Key West City Commission. Following approval by the Key West City Commission, the settlement is further conditioned upon approval by the Court in accordance with the requirements of Florida law.

This agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

DATED this 24th day of February, 2016 at Fort Lauderdale, Florida.


MARTY MURPHY, as Guardian
for MATTHEW SHAUN MURPHY

City of Key West
By: SHAWN SMITH, City Attorney

MARK W. SIRACUSE

JAMES VERNON COOK, Esq.,
Co-Counsel for Plaintiffs

Preferred Governmental Insurance Trust
By: CHERYL JORDAN, Sr. Excess Adjuster

PETER M. WILLIAMSON, Esq.,
Co-Counsel for Plaintiffs

MICHAEL T. BURKE,
Counsel for Defendants

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This agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

DATED this 25th day of February, 2016 at Fort Lauderdale, Florida.

MARTY MURPHY as Guardian
for MATTHEW SHAUN MURPHY

City of Key West
By: SHAWN SMITH, City Attorney

MARK W. SIRACUSE

JAMES VERNON COOK, Esq.,
Co-Counsel for Plaintiffs

Preferred Governmental Insurance Trust
By: CHERYL JORDAN, Sr. Excess Adjuster



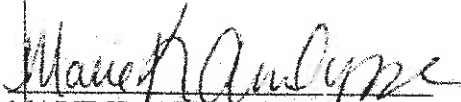
PETER M. WILLIAMSON, Esq.,
Co-Counsel for Plaintiffs

MICHAEL T. BURKE,
Counsel for Defendants

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This agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

DATED this 25th day of February, 2016 at Fort Lauderdale, Florida.


MARIE K. ANNULYSSE as mother
and natural guardian of K.M.

City of Key West
By: SHAWN SMITH, City Attorney

MARK W. SIRACUSE

JAMES VERNON COOK, Esq.,
Co-Counsel for Plaintiffs

Preferred Governmental Insurance Trust
By: CHERYL JORDAN, Sr. Excess Adjuster

PETER M. WILLIAMSON, Esq.,
Co-Counsel for Plaintiffs

MICHAEL T. BURKE,
Counsel for Defendants