

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

**JUDY McELWEE,
Plaintiff,**

vs.

CASE NO.: 2019-CA-73-K

**CITY OF KEY WEST,
Defendant.**

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SETTLEMENT AGREEMENT

WHEREAS, Judy McElwee (hereinafter referred to as "Plaintiff") allege in a Complaint for Negligence filed in Monroe County, Florida that on or about October 15, 2016, Plaintiff tripped and fell on a public sidewalk located at or around the intersection of Reynolds and Seminary Streets in City West, Florida; and,

WHEREAS, as a result of said fall, Plaintiff suffered personal injuries to the cervical and lumbar areas of her spine; and,

WHEREAS, the parties agree to resolve the above captioned personal injury case without further litigation without either party admitting any fault or liability regarding the alleged personal injury,

NOW, THEREFORE, for good and valuable consideration acknowledged herein, the parties enter into this settlement agreement as described in detail below:

1. The City shall pay \$175,000.00 to Plaintiff to resolve her personal injury claim subject to approval by the City Commission of the City of Key West.
2. Plaintiff shall execute a Release of All Claims signed the Plaintiff running to the benefit of the City of Key West and its insurance company, agents, and representatives shall be incorporated and made part of this Settlement Agreement forthwith.

3. Plaintiff agrees to execute a *Dismissal with Prejudice* of the above styled cause of action within 5 business days of receiving payment from the City of Key West, or its insurance company.
4. The parties agree that the amounts in paragraph 1 represents good and valuable consideration for this Settlement Agreement.
5. Plaintiff understands that as a settlement with a public agency subject to the Florida Opens Meetings Law and Public Records Law certain health information regarding this claim may be made available to the City Commission at its meeting and Plaintiff hereby expressly consents to same.

Judy McElwee date 8/9/21
 Judy McElwee (Plaintiff)

STATE OF OREGON

COUNTY OF Clatsop

BEFORE ME, the undersigned authority, personally appeared JUDY McELWEE, who having produced identification Driver License and/or being personally known to me, and having been duly sworn deposes and states that the above is true and correct.

SWORN TO AND SUBSCRIBED before me this 9 day of August, 2021.



Notary Public - State of Oregon
[Signature]

Printed Name of Notary:
 My Commission Expires Aug 22, 2023

_____ date _____

Marc Lyons (Counsel for Plaintiff)

_____ date _____
Patti McLauchlin (City Manager)

_____ date _____
Ronald Ramsingh, Esq. (Counsel for City of Key West)

Signature:

Email: mtbluestoo@yahoo.com