

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

**ELIZABETH PRESSMAN,
Plaintiff,**

vs.

CASE NO.: 2018-CA-987-K

**CITY OF KEY WEST,
Defendant.**

_____ /.

SETTLEMENT AGREEMENT

WHEREAS, Elizabeth Pressman (hereinafter referred to as “Plaintiff”) allege in a Complaint for Negligence filed in Monroe County, Florida that on or about November 6, 2014, Plaintiff was riding her bike and fell off when her front tire went into a concrete void in the sidewalk adjacent to Wall Street in the City of Key West, Florida; and,

WHEREAS, as a result of said fall, Plaintiff suffered personal injuries to her right ankle and then subsequently her left ankle; 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 \$100,000.00 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.

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- 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.

Elizabeth Pressman date 9/15/21
 Elizabeth Pressman (Plaintiff)

STATE OF NEW YORK
 COUNTY OF Erie

BEFORE ME, the undersigned authority, personally appeared ELIZABETH PRESSMAN, who MSDL having produced identification MSDL 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 15th day of

September 2021. Seal: Notary Public - State of New York

Lisa M Zoizack
 Printed Name of Notary:
 My Commission Expires:

Scott Black date 9/20/21
 Scott Black, Esq. (Counsel for Plaintiff)

LISA M. ZOIZACK
 Notary Public, State of New York
 Qualified in Erie County
 Reg. No. 01Z06298127
 My Commission Expires March 10, 2022

_____ date _____
Patti McLauchlin (City Manager)

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