

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

PATRICK HALL and MICHELLE HALL,

CASE NO. 2017-CA-315-K

Plaintiffs,

vs.

CITY OF KEY WEST,

Defendant.

MEDIATED SETTLEMENT AGREEMENT

THIS AGREEMENT is made in connection with the above-referenced civil action between Patrick and Michelle Hall (hereinafter referred to Plaintiffs) and the City of Key West (hereinafter referred to as Defendant.)

WHEREAS the parties are engaged in the above referenced lawsuit pending in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County, Florida (the Lawsuit);

WHEREAS, to minimize the costs of litigation and attorney fees, and without any admission of liability or wrongdoing whatsoever on the part of the parties, the parties desire to settle and resolve their differences and to settle potential disputes and any and all other matters that may be pending between them as set forth in this settlement agreement.

AGREEMENT

NOW ~~THEREFORE~~, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree to resolve all claims that were or could have been raised in the Lawsuit as follows:

1. The Defendant shall pay to Plaintiff the sum of \$100,000.00 in full and complete settlement of this lawsuit, \$75,000.00 of which shall be allocated in satisfaction of the claim of Patrick Hall and \$25,000.00 shall be allocated in satisfaction of the claim of Michelle Hall. Payment shall be made to the trust account of Romano Law Group.
2. This Agreement shall be subject to review and approval by the City of Key West City Commission. If the Defendant City Commission fails to approve this settlement, it shall be considered automatically withdrawn.

3. Plaintiff Michelle Hall was not present for the mediation, however she has approved the terms of this settlement agreement. Plaintiff's counsel will provide Michelle Hall a copy of this agreement and secure her signature thereon within five (5) days of the date of this agreement. The parties agree this agreement may be executed in counter-parts.
4. In the event it is necessary for any party to take legal action to enforce the terms of this settlement agreement, such party shall be entitled to recover reasonable attorney's fees and costs, including fees associated with any appellate proceedings.

IN WITNESS WHEREOF, the parties have duly authorized the entry into this Agreement as evidenced by their signatures below.

Dated 8/17/18



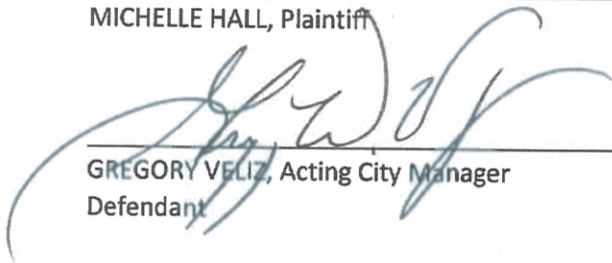
PATRICK HALL, Plaintiff



JEFFREY V. MANSELL, Counsel for Plaintiffs



MICHELLE HALL, Plaintiff



GREGORY VELIZ, Acting City Manager
Defendant



RONALD RAMSINGH, ESQ. Chief Assistant
City Attorney