

GENERAL RELEASE AND CONFIDENTIAL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Mary Ellen Kastl, her heirs, assigns, legal representatives, successors and personal representatives, hereinafter collectively referred to as the Releasing Parties, for and in consideration of the total sum of Seventy Thousand Dollars and NO/100 CENTS (\$70,000.00), receipt of which is hereby acknowledged, have released, acquitted, and discharged, and by these presents do hereby release, acquit, and forever discharge The City of Key West, any reinsurer or insurer thereof, their respective parent companies, subsidiary companies, divisions and suppliers and administrators, successors, assigns, employees, agents, attorneys, officers, directors, and representatives, hereinafter collectively referred to as the Released Parties, of and from any and all claims, actions, causes of action, damages or demands, both compensatory and punitive, in whatever name or nature, in tort, in contract or by statute, in any manner arisen, arising, or growing out of any and all damages, expenses, or losses sought or claimed, of whatever name or nature, past, present, or future, including those which in any way arise from the trip and fall accident at or around the 400 block of Green Street in Key West, Florida involving the Releasing Parties on or about July 28, 2011.

This release covers any and all claims of the Releasing Parties for pain and suffering past, present and future; permanent disability; bodily injury; loss of earnings; loss of earning capacity; surgery, past, present, and future; hospital and medical expenses; expenses of any health care providers; pharmaceutical or drug expenses, whether past, present, or future; and any and all other claims of consequential damages and expenses which have arisen, arise, or which may hereafter arise out of the incidents or matters which were alleged in, or could have been alleged in the claim. Further, the Releasing Parties hereby agree to indemnify, to save, defend, and hold harmless the Released Parties from and of any and all claims, subrogated interests, or liens of any third parties including, but not limited, to hospital and physician's liens, workers' compensation liens, Blue Cross/Blue Shield (or other health ins co) Liens or subrogation rights, Medicare Liens or subrogation rights, attorney's fee charging liens, any local county, city, state or federal government liens, Internal Revenue Service Liens, and any and all other subrogated interests or liens, regardless of their source. The Releasing Parties acknowledge that it is their responsibility to satisfy any of the foregoing liens or subrogated interests from the proceeds of this settlement.

ALL PARTIES TO THIS GENERAL RELEASE ARE TO BEAR THEIR OWN RESPECTIVE ATTORNEY'S FEES AND COSTS.

Claimants agree that the nature, terms, conditions and substance of this General Release are strictly confidential and shall be kept confidential by Releasing Parties and their representatives and attorneys, and subject to the Florida Sunshine Law and Public Records Act, shall not be disclosed at any time to any other person, except as necessary in the course of preparing and filing appropriate tax returns or dealing with federal or state taxing authorities. In addition, any term hereof may be disclosed during any lawsuit or other proceeding brought to enforce the terms of this General Release, or as required by a lawfully issued subpoena or court order. Releasing Parties agree under penalty of perjury that if they find it necessary to disclose the terms of this General Release to their representatives or attorneys, they will inform such persons that they are under an obligation to maintain the confidentiality of such information.

In addition, Claimant and her attorney further agree not to issue any press release or make any other public announcement to the press or otherwise regarding the existence or subject matter of this General Release or otherwise discuss the dispute with the Released Parties with any media or press person or entity at any time. If any inquiry is made of any party to this General Release (by the press or otherwise) regarding this General Release or the circumstances leading to its execution, such entity or individual shall either decline to comment or shall state, in accordance with the terms of this Paragraph, that the matter has been resolved on terms satisfactory to all parties and that all litigation has been concluded, without otherwise disclosing such terms.

Releasing Parties agree not to undertake any disparaging conduct directed at Released Parties and to refrain from making any negative or derogatory statements concerning Released Parties, its affiliates, agents or employees, including statements regarding Released Parties' business policies and practices.

Releasing Parties acknowledge that they have considered Medicare's interests in this settlement and it has been determined that an allocation for future Medicare covered expenses is not required pursuant to the policies and procedures established to protect Medicare's interests as required under the Medicare secondary Payer laws. Releasing Parties agree to defend, hold harmless and indemnify the Released Parties from any Medicare liens, set aside requirements and/or fines, penalties, sanctions and/or litigation instituted by Medicare or its agents due to any potential failure on the part of the Releasing Parties to report to Medicare and/or secure a Medicare set-aside, as well as defend and indemnify the Released Parties from any and all claims of Medicare.

This Settlement, Release and Waiver is conditioned upon the approval by a majority vote of the City Commission for the City of Key West.

WE HAVE READ THIS GENERAL RELEASE AND HEREBY ACKNOWLEDGE THAT WE UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN AND THAT WE HAVE DONE SO WITH THE ADVICE OF MY COUNSEL.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of September 2012. 2013

Signed, sealed and delivered
in the presence of:

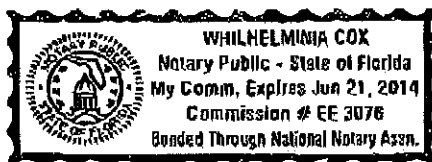
MARY ELLEN KASTL

Mary Ellen Kastl L.S.

STATE OF FLORIDA)
COUNTY OF Seville) SS:

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 MARY ELLEN KASTL known to be the person described in, or has produced identification in the nature of FL DL, and who executed the foregoing instrument and who acknowledged before me that (he/she) executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 3rd day of September 2012.



Wilhelmina Cox
Notary Public
Wilhelmina Cox
(Print, Type or Stamp Commissioned
Name of Notary Public)

My Commission Expires:

Lilia Diaz

From: Lilia Diaz
Sent: Tuesday, September 03, 2013 11:35 AM
To: danielle.wymer@EMI-TPA.com
Subject: Kastl Signed Release
Attachments: DOC090313.pdf

Danielle,

Attached please find the executed Release in the Kastl claim.

Kindly advise as to when we can expect the settlement draft.

Thank you.

Lilia Diaz
Legal Assistant to Ira H. Leesfield & Justin B. Shapiro Leesfield & Partners, P.A.
2350 South Dixie Highway
Miami, FL 33133 USA
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Toll Free: (800) 836-6400
Fax: (305) 854-8266

Trial Lawyers with offices in Miami, Key West and South Beach - Of Counsel Bounds Law Group in Winter Park, Florida

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Thank you.