

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

CATHY PIERCE,

Plaintiff

CASE NO. 2018-CA-142-K

vs.

CITY OF KEY WEST, FLORIDA,

Defendant.

MEDIATED SETTLEMENT AGREEMENT

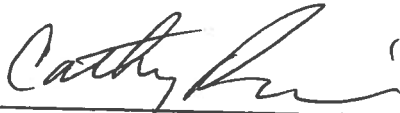
This agreement is made between the parties in connection with all causes of action between parties to this action. This is a global settlement of all issues and adjudication of all rights and obligations relating to or arising from, or that could be related to this pending action. Each party has read this agreement and understands its terms and consequences and each party agrees this agreement is fair, just, and reasonable, and by signing this agreement each state that they have assented freely and voluntarily and without duress or coercion.

The parties agree as follows:

1. In settlement of all issues between all parties to this proceeding, Defendants shall pay Plaintiff CATHY PIERCE the sum of \$40,000.00 as and full and complete settlement of this cause of action. Payment shall be made to the Trust Account of Gordon & Partners, P.A.. The Plaintiff acknowledges this settlement is contingent upon approval of the City Commission for the City of Key West.
2. Cathy Pierce, Plaintiff, shall execute a general release in the form required by Defendant and Defendant's counsel, and upon receipt of payment of \$40,000.00 delivered to the Trust Account of Gordon & Partners, P.A. shall execute and file a voluntary dismissal of this Complaint.
3. Each party agrees to timely perform any acts required as a result of this agreement that are reasonable necessary or may be reasonably requested by the other parties in order to effect the terms of this agreement.
4. Each party waives any request for reimbursement of fees or costs from one to the other and shall be responsible for payment of their own fees and costs. The Defendant will be responsible for payment of the fees of the Mediator, Sandra Taylor, P.A.
5. The parties hereto hereby release, acquit and discharge each other and their respective members, agents, employees, officer, directors, successors and assigns from and against any and all claims, liabilities, debts, actions and causes of action of whatever name and nature

arising out of any facts or circumstances occurring prior to the execution of this Mediated Settlement Agreement, including but not limited to any facts or circumstances alleged or that could be alleged, and all damages that are presently known or could have known raised in this action.

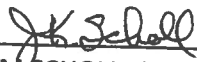
Dated: 2/16/19



CATHY PIERCE, Plaintiff



ALANA Weatherstone, Counsel for Plaintiff



JIM SCHOLL, City Manager
City of Key West



RONALD RAMSINGH, Counsel for Defendant