

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

**PAMELA BERKLICH &
ANTHONY BERKLICH,
Plaintiffs,**

vs.

**CITY OF KEY WEST &
PERFECT EDICABS, INC.,
Defendants,**

**CASE NO: 2016-CA-539-K
JUDGE: BONNIE HELMS**

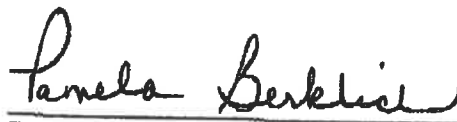
JOINT STIPULATION FOR SETTLEMENT

COME NOW, the Plaintiffs, Pamela and Anthony Berklich, and the Defendant, City of Key West, by and through their undersigned counsel, and enter into this Joint Stipulation for Settlement, and state as follows:

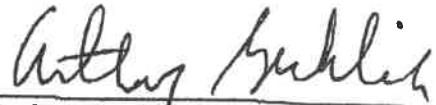
1. The Plaintiffs and The City of Key West have entered into settlement discussions in this personal injury matter currently set for trial. This agreement recites the terms and conditions of the complete settlement of all claims in this matter only between the Plaintiffs and The City of Key West. This settlement does not involve Perfect Pedicabs, Inc. in any way.
2. This settlement is contingent upon a vote to approve by the city commission for The City of Key West.
3. The City of Key West shall pay to Plaintiffs the total sum of \$60,000.00 as settlement in full of the above-styled claim brought by the Plaintiff.

4. Both Plaintiffs will agree to sign a Release of All Claims solely as to Defendant, The City of Key West upon approval of the City Commission for the City of Key West.
5. In consideration of the foregoing terms and conditions, the Plaintiffs have agreed to execute a dismissal with prejudice as to defendant City of Key West as to the Complaint and will file same forthwith upon receipt of the settlement proceeds from The City of Key West.
6. Upon the signing of this Stipulation, the parties will submit same to the court along with a proposed order allowing the court to retain jurisdiction for the enforcement of its terms so as to advise the court of this settlement and to remove the matter from the jury calendar solely relating to the City of Key West. Plaintiffs' counsel shall also file a Notice of Dropping Party immediately after approval of this settlement by the city commission pertaining to The City of Key West.
7. This agreement represents the complete settlement of all claims in this matter relating to the Plaintiffs and The City of Key West, and there are no other or further stipulations to be enforced beyond the terms herein.

Read, approved and accepted this 21ST day of July, 2017.




Pamela Berklich
3015 S. Ocean Dr.
Highland Beach, FL 33487
PLAINTIFF




Anthony Berklich
3015 S. Ocean Dr.
Highland Beach, FL 33487
PLAINTIFF

By



Justin Shapiro, Esq.
Counsel for Plaintiff
LEESFIELD SCOLARO.
2350 S. Dixie Highway
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ATTORNEY FOR PLAINTIFFS

By



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