

In the Sixteenth Judicial Circuit
Court in and for Monroe County,
Florida

Case No. 2017-CA-444-K

CARMEN TORRES

Plaintiff,

CITY OF KEY WEST

Defendant.

Mediated Settlement Agreement, dated June 20, 2018

CARMEN TORRES, hereinafter referred to as Plaintiff, and
CITY OF KEY WEST hereinafter referred to as Defendant, agree as
follows:

L. Settlement Amount. Defendant will pay to Plaintiff the full and final settlement
amount of \$ 150,000.00, payable as follows:

Settlement Payment(s). The aforesaid payment(s) will be made by check(s) payable
to Plaintiff which shall be delivered to Plaintiff, or Plaintiff's Attorney, by or before
the date(s) indicated in paragraph 1 above. Time is of the essence in making such
payment(s). All payments shall be subject to clearing the recipient's account in the
ordinary course. Any payment which does not clear the recipient's account in the
ordinary course shall be deemed an untimely payment and constitute a default.

2. Stipulation for Dismissal. Within 14 days of the ^{issuance of payment} ~~execution~~ hereof, counsel for the
parties shall submit to the Court a Stipulation for Dismissal with Prejudice with a
proposed Order on the Stipulation, which shall provide that this entire action is to
be dismissed with prejudice, all parties to bear their own attorneys' fees and costs,
but which Order shall also provide that the Court reserves jurisdiction to enforce
the terms of this Mediated Settlement Agreement.

3. Release and Indemnification. Except for the obligations of this Mediated
Settlement Agreement, which are not hereby released and which shall survive the
execution hereof, Plaintiff for himself/herself/themselves and for his/her/their
respective personal representatives, heirs, successors and assigns, hereby remise,
release, acquit, waive, satisfy and forever discharge Defendant, and Defendant's
officers, directors, shareholders, members, employees, agents, servants,

4. This settlement is contingent upon the City conducting an open closed
session with the City Commission with subsequent approval by the
City Commission no later than September 1, 2018, absent good cause shown


representatives and insurers, and the respective personal representatives, heirs, successors and assigns of all of them, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, guarantees, warranties (whether express or implied, and whether based on statute, common law or otherwise), third-party claims, bad faith claims, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, which Plaintiff has or may have against Defendant, whether arising in tort, by contract, by virtue of statute, or otherwise, and whether in law or in equity, regardless of whether the same are known or unknown, suspected or unsuspected, patent or latent, or have yet accrued or not accrued as of the date of execution hereof, provided the same are based upon any act or omission that occurred or failed to occur prior to the date hereof. Moreover, Plaintiff hereby agrees to indemnify and hold Defendant harmless from and against any and all claims, demands or liabilities whatsoever, including, but not limited to, reasonable attorneys' fees and costs, based upon or arising out of any liens, purported liens, or any claims or demands whatsoever, on or against the settlement amount being paid pursuant hereto.

54. Entire Agreement - This Agreement sets forth the entire understanding of the parties and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing within this Agreement.

65. Attorneys' Fees. In any litigation arising out of or relating to this Agreement, or to the interpretation or enforcement hereof, the prevailing party(ies) shall be entitled to recover the prevailing party's(ies') attorneys' fees and costs from the non-prevailing party(ies) at the trial and at all appellate levels.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first stated above.


CARMEN TORRES (PLAINTIFF)


CITY OF KEY WEST BY:
RONADO RAMIS, ATTY. IN FACT.


JUSTIN SHAPIRO (PLAINTIFF'S ATTORNEY)

In The Sixteenth Judicial Circuit
Court in and for Monroe County,
Florida

Case No. 17CA444K

Carmen Torres,
Plaintiff,

v.

City of Key West,
Defendant.

_____ /

MEDIATOR'S REPORT

In accordance with Fla. Rule of Civil Procedure 1.730, the undersigned Mediator hereby reports to the Court the disposition of the mediation of the above captioned action. The mediation was held on ____ June ____, __20__, __18__. The disposition was as follows:

XX The parties reached an agreement.

_____ No agreement was reached.

_____ A partial Agreement was reached.

Wayne Miller Mediation
2514 Linda Avenue
Key West, FL 33040
305 923 7000
Wmiller82052@gmail.com
By: /s/ Wayne M Miller
Wayne M Miller, Mediator
Dated: May 18, 2018

Copies to:
Counsel of record via