

Conditional Settlement Agreement

WPB# 28000

Case Name: ROSA WILLIAMS, ET AL. V. CITY OF WEST PALM BEACH

Case No.: 59:21-cv-81537-DMM

Court: United States District Court for the Southern District of Florida, West Palm Beach Division

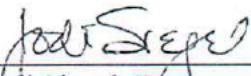
The Plaintiffs, ROSA WILLIAMS, GARY FRASHAW, and THOMAS HYLAND (hereinafter "Plaintiffs"), and CITY OF WEST PALM BEACH (hereinafter "City"), have reached a settlement of all claims that Plaintiffs may have against the City, and its respective officials, officers, employees, or agents, in their official or individual capacity. This settlement specifically includes, but is not limited to, all claims against the City of West Palm Beach in the above-styled action. The City agrees to pay the total amount of ***EIGHTY-THREE THOUSAND SIX HUNDRED and 00/100 DOLLARS (\$83,600.00)***, inclusive of the Plaintiffs' attorneys' fees and costs, to Plaintiffs. The City also agrees to repeal sections 54-147(a)(1) and 54-127(2), (3), & (5) of the Code of Ordinances for the City of West Palm Beach.


The parties to this agreement acknowledge that this settlement agreement is contingent upon further approval as set in City's Charter and Codes relative to the settlement of claims. Plaintiffs agree to accept said amount in complete and total settlement of all claims that Plaintiffs may have against the City and its respective officials, officers, employees (both presently or previously employed) or agents, in their official or individual capacity, relating to any and all claims arising from the facts and circumstances surrounding the above-styled action. Plaintiffs agree to execute a General Release releasing the City of West Palm Beach and its respective officials, officers, employees (both presently or previously employed), or agents, in their official or individual capacity, from any further liability, responsibility or obligation whatsoever, growing out of the matter at hand.

Dated this 30 day of November 2021.

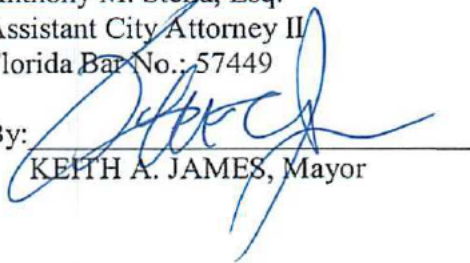
SOUTHERN LEGAL COUNSEL INC.
Attorney for Plaintiffs
1229 NW12th Avenue
Gainesville, FL 32601-4113
(352) 271-8890 (Telephone)
(352) 271-8347 (Facsimile)
Primary Email: Jodi.Siegel@southernlegal.org

CITY OF WEST PALM BEACH
City Attorney's Office
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
(561) 822-1353 (Telephone)
(561) 822-1373 (Facsimile)
Primary Email: astella@wpb.org
Secondary Email: svegas-catinella@wpb.org


By: 
Jodi Siegel, Esq.
Florida Bar No.: 511617

By: 
Anthony M. Stella, Esq.
Assistant City Attorney II
Florida Bar No.: 57449

By: 
ROSA WILLIAMS

By: 
KEITH A. JAMES, Mayor

By: 
GARY FRASHAW

By: 
THOMAS HYLAND

**RELEASE OF CLAIMS
GENERAL RELEASE**

The undersigned, hereinafter the Releasors, for and in consideration of the total sum of \$25,000 to Plaintiffs ROSA WILLIAMS, GARY FRASHAW, and THOMAS HYLAND. The Plaintiffs will be paid a total amount of \$25,000 to be split among them. In addition, the Plaintiffs' respective heirs, executors, administrators and assigns do hereby completely and fully release and discharge the City of West Palm Beach, a Florida municipal corporation, its employees, agents, officers and elected public officials, hereinafter the Releasee, of and from any obligation, liability or responsibility arising out of the claim and/or action styled, *Williams v. City of West Palm Beach*, Case No.: 9:21-cv-81537 (S.D. Fla.), or any claim that relates to § 54-147(a)(1) and § 54-127(2), (3) & (5) of the West Palm Beach City Code.

It is understood and agreed that this settlement is in full compromise of disputed claim(s), and that neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

It is understood and agreed that this settlement also is in full compromise of all derivative claims, including consortium claims.

ATTORNEYS' FEES

The parties have separately agreed to an amount the City will pay for Plaintiffs' attorneys' fees and costs arising from the above styled action in the amount of \$58,600.

**DISMISSAL WITH
PREJUDICE**

Following receipt of settlement funds and the execution of this release and settlement agreement, counsel for the Releasors shall, in the immediate future, deliver to counsel for the City an executed stipulation for dismissal with prejudice dismissing this action. The Releasors have authorized their counsel to execute the stipulation of dismissal with prejudice on their behalf and hereby authorizes counsel for the City to file the stipulation of dismissal with the court and enter it as a matter of record. The court shall retain jurisdiction for enforcing the terms of this settlement.

OTHER TERMS

A. Release Binding on Successors, Heirs, Etc. This release shall be binding upon the Releasors and their successors, assigns, heirs, executors, administrators and legal representatives.

B. Voluntary Settlement. The Releasors hereby declare that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromised settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above-mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid occurrence or incident.

TAX CONSEQUENCES OF SETTLEMENT

The City has made no representations to Releasors regarding the taxability of all or any portion of this settlement. Releasors have had the opportunity to seek independent advice regarding the tax consequences of this settlement, and accept responsibility for satisfaction of any tax obligation that may result from this settlement.

The undersigned acknowledges they have read this release and understand the terms outlined herein.

Signed this 6 day of November, 2021.

Rosa a. Williams

ROSA WILLIAMS

Signed this 6 day of November, 2021.

Gary Frashaw

GARY FRASHAW

Signed this 6th day of November, 2021.

Thomas Hyland

THOMAS HYLAND

Pursuant to 28 U.S.C. § 1746 (wherever any sworn affidavit is required, such matter may, with like force and effect, be established by the unsworn declaration as true, under penalty of perjury), I swear under penalty of perjury that the foregoing instrument was acknowledged before me by ROSA WILLIAMS this 6 day of November 2021, who has produced state ID as identification.

Signed *Kimber Tauger*

Printed

Dated: 11/6/21

Pursuant to 28 U.S.C. § 1746 (wherever any sworn affidavit is required, such matter may, with like force and effect, be established by the unsworn declaration as true, under penalty of perjury), I swear under penalty of perjury that the foregoing instrument was acknowledged before me by GARY FRASHAW this 6 day of November 2021, who has produced state ID as identification.

Signed

Kimber Page

Printed

Dated: 11/6/21

Pursuant to 28 U.S.C. § 1746 (wherever any sworn affidavit is required, such matter may, with like force and effect, be established by the unsworn declaration as true, under penalty of perjury), I swear under penalty of perjury that the foregoing instrument was acknowledged before me by THOMAS HYLAND this 6 day of November 2021, who has produced state ID as identification.

Signed

Kimber Page

Printed

Dated: 11/6/21