

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO. 2015-CA-1413
DIVISION CV-B

LARUE AND LORI ELLIS,
Husband and wife.

Plaintiffs.

v.

THE CITY OF JACKSONVILLE,
et. al.

Defendants.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into by Plaintiffs, Larue Ellis and Lori Ellis ("Plaintiffs"), and Defendant, City of Jacksonville ("City"). Plaintiffs and the City agree as follows:

WHEREAS, Plaintiffs asserted claims against the City in the above-styled litigation ("Litigation");

WHEREAS, Plaintiffs and the City want to resolve all matters and disputes between them arising out of the Litigation with no admission of fault, liability or responsibility by either party;

WHEREAS, in consideration of the promises and conditions described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs and Defendant agree as follows:

1. Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is last signed by the parties.

2. Monetary Consideration. The City will pay a settlement sum of Sixty Thousand Dollars (\$60,000.00) to Plaintiffs within ten (10) business days after the effective date of this Agreement. The settlement check will be made payable to Durant, Schoepel & Decunto, P.A. Trust Account, and delivered to 6550 St. Augustine Rd., Ste. 105, Jacksonville, Florida 32217. The sum of \$60,000.00 represents the total monetary consideration that the City will provide as part of this Agreement, and includes all claims for attorney's fees and costs that could legitimately be presented by any attorney who represented the Plaintiff in any matter related to the Litigation or this Agreement.

3. **Mutual Release.** In consideration of the foregoing. Plaintiffs hereby release, acquit, and discharge the City and its officials, officers, directors, agents, employees, representatives, related or affiliated companies, subsidiaries, beneficiaries, heirs, predecessors, successors, insurers, third party administrators, assigns, and executors from all actions, claims, debts, liens and demands whatsoever, whether presently known or unknown, in law or equity, which arise out of or relate directly or indirectly to the claims and defenses raised in the Litigation. Likewise, the City hereby releases, acquits and discharges Plaintiffs, their agents, representatives, heirs, successors and assigns, from all actions, claims, debts, liens and demands whatsoever, whether presently known or unknown, in law or equity, which arise out of or relate directly or indirectly to the claims and defenses raised in the Litigation.


4. **Dismissal of Litigation:** No more than five days after Plaintiffs' receipt of the settlement check, the parties will file a Stipulation of Dismissal With Prejudice in the Litigation. The parties will not be entitled to recover any costs or attorneys' fees relating to the Litigation.

5. **Integration.** Each party warrants that no promise, inducement, or agreement not expressed in this Agreement has been made in connection with the Agreement. The Agreement constitutes the entire understanding between the parties with respect to their subject matter and supersedes and replaces all prior negotiations or proposed agreements, and all prior representations, warranties, statements, promises and understandings, written or oral, between the parties with respect to the Litigation.

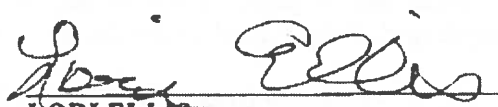
6. **No Admissions.** This Agreement is a compromise of disputed claims, and the parties agree that nothing in this Agreement is intended to, and does not constitute, an admission of liability or fault on the part of any party. Nothing contained in this Agreement shall constitute an admission of any facts or law, or be used as such by either party.

7. **Further Assurances.** The parties agree to execute such other documents and take such further actions as may be reasonably necessary to carry out the purpose and terms of this Agreement, with each party paying its own costs and attorney's fees associated therewith.

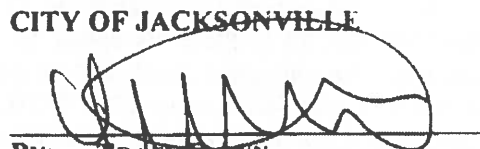
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



LARVE ELLIS
DATED: SEPTEMBER 25, 2023



LORI ELLIS
DATED: SEPTEMBER 25, 2023

CITY OF JACKSONVILLE


BY: TRACY FLYNN
ITS: RISK MANAGER
DATED: SEPTEMBER 24, 2023