

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Curtis Lee (“Plaintiff”) has initiated suit and there is now pending in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida, a civil action (number 16-2016-CA-0006799) (the “Litigation”) against the Jacksonville Police and Fire Pension Fund Board of Trustees (the “Board of Trustees of the Fund” or the “Fund”) and the City of Jacksonville (the “City,” together with the Fund, “Defendants”) alleging violations of Florida’s Public Records Act, Chapter 119 (the “Public Records Act”);

WHEREAS, Defendants deny having violated the Public Records Act and deny all liability to Plaintiff for the claims and verily contest the Litigation and believe there is a valid foundation for the defense thereof;

WHEREAS, Plaintiff also asserted claims against Timothy Johnson, Richard Tuten III, William Scheu, Lawrence Schmitt, Devin Carter, Beth McCague, Martha Foote, Deborah Manning, Alexis Lambert, Jason Gabriel, Stephen Durden, and John Keane (collectively, the “Individuals”) in the Litigation; and

WHEREAS, the Individuals are not currently defendants in the Litigation, as the Court had dismissed the Individuals as defendants in March 2018; and

WHEREAS, Plaintiff and Defendants desire to enter into this Settlement Agreement and Release (the “Agreement”) to compromise and settle the said Litigation, rather than incur the expense and uncertainty of proceeding to a trial thereof.

NOW, THEREFORE, in consideration of the premises, mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Agreement Subject to Approval by the Board of Trustees of the Fund

This Agreement is not effective unless approved by the Board of Trustees of the Fund. The effective date of the Agreement shall be the date of the last signature of Plaintiff or Defendants (the “Effective Date”).

The Executive Director of the Fund will use good faith efforts to present this Agreement to the Board of Trustees of the Fund for its consideration and approval at the next scheduled meeting of said body, which is May 22, 2019. If the Agreement is not approved and executed by the Fund at such meeting, and if the City does not execute this agreement on or before May 31, 2019, Defendants agree that Plaintiff may withdraw his assent to this Agreement at any time thereafter.

2. Release

Plaintiff hereby acquits, releases, exonerates and discharges said Defendants and the Individuals, and their heirs, successors and assigns, of and from any and all obligation, liability or responsibility of, for, from, upon, under, on account of or growing or arising out of all or any of the matters and things

embraced in said claim and Litigation, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing.

Notwithstanding the foregoing, Plaintiff may revoke his release of, or relating to, any Individual in the event that such Individual commences a lawsuit against Plaintiff in any court on account or growing or arising out of all or any of the matters and things embraced in the Litigation, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing.

This release does not include any other claims not part of the Litigation that Plaintiff may now or in the future have relating to public records requests submitted to the City, its independent agencies, or other governmental entities and officials, or respecting claims Plaintiff may now or in the future have against the City, its independent agencies, or other governmental entities and officials relating to matters other than public records requests.

3. Payment

Within five (5) days after the Effective Date, the Fund shall pay the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) (the "Payment"), via check made payable to and tendered to Plaintiff's counsel, Bromagen, Rathet, Klee & Smith, P.A., attn.: Brooks Rathet, Esq., 135 2nd Avenue North, Suite 1, Jacksonville Beach, Florida 32250. The Payment represents the total monetary consideration that will be provided as part of this Agreement by either Defendant, and represents a compromised reduction in Plaintiff's claims for attorney's fees and costs. Plaintiff represents that no attorneys other than attorneys employed by Bromagen, Rathet, Klee & Smith P.A. represented him in the Litigation, and thus there could be no other attorneys with any valid claims for fees and costs.

4. Dismissal of Litigation With Prejudice

Within ten (10) days after receipt of the Payment, Plaintiff shall file a notice of dismissal with prejudice, dismissing the Litigation with prejudice.

5. No Admission of Liability

It is understood and agreed that this Agreement is not to be construed as an admission of liability on the part of the Defendants or Individuals or a concession of their non-liability by Plaintiff and it is understood and agreed that this Agreement is strictly a compromise and release of a disputed claim, liability being expressly denied by the Defendants.

6. Execution by Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Defendants shall mail a fully executed copy of the Agreement to Plaintiff's counsel at such time as they mail the check to it.

IN WITNESS WHEREOF, the undersigned have signed, sealed and delivered this Settlement Agreement and Release in the City of Jacksonville, in the State of Florida, on the date or dates indicated below.

[Signature Pages to Follow]

On behalf of the **CITY OF JACKSONVILLE**

Signed, sealed and delivered in the presence of:

Its: _____
Date: _____ 2019

Witness
Date: _____, 2019

On behalf of the **BOARD OF TRUSTEES OF THE JACKSONVILLE POLICE AND FIRE PENSION FUND**

Signed, sealed and delivered in the presence of:

Lieutenant Christopher M. Brown
Its: Board of Trustees Chair
Date: _____, 2019

Witness
Date: _____, 2019

PLAINTIFF

Signed, sealed and delivered in the presence of:

Curtis Lee
Date: _____, 2019

Witness
Date: _____, 2019

Approved as to Form:
OFFICE OF GENERAL COUNSEL

Assistant General Counsel