

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between HELEN ZURLO and GEORGE ZURLO, and THE CITY OF NAPLES.

### RECITATIONS

1. HELEN ZURLO and GEORGE ZURLO and THE CITY OF NAPLES, have previously had existing between them certain differences arising out of the lawsuit in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida, which case is styled: *HELEN ZURLO and GEORGE ZURLO v. CITY OF NAPLES*, in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Case No. 08-2338-CA (the "Lawsuit").
2. The parties to this Agreement, after negotiation and discussion, have agreed to the manner and form of this final settlement of their differences and this settlement resolves those matters existing among the parties.
3. The parties to this Agreement do not admit any wrongdoing or liability, but have determined to settle and compromise all claims and to avoid the financial expense and burden of protracted and complex litigation; and
4. The parties desire to reduce their agreement of settlement to writing, so that it may be binding upon the parties hereto, their successors and assigns.

### TERMS OF AGREEMENT

In consideration of the foregoing representations and of the mutual covenants, promises and considerations set forth below, with the intent to be legally bound, it is agreed by and between the parties as follows:

5. Recitations: The foregoing recitations are true and correct, and they are incorporated in their entirety by reference herein. The Recitations shall be binding on HELEN ZURLO and GEORGE ZURLO and THE CITY OF NAPLES by way of contract.
6. Performance: THE CITY OF NAPLES shall pay HELEN ZURLO and GEORGE ZURLO, Forty-Five Thousand and 00/100 Dollars (\$45,000.00). THE CITY OF NAPLES will have delivered these settlement checks to its attorney, James D. Fox, of Roetzel and Andress, to be held in escrow until this Agreement has been fully executed.

In exchange HELEN ZURLO and GEORGE ZURLO will execute the General Release, which is incorporated herein in its entirety and is attached hereto as Exhibit "A."

7. Matters Settled: This Agreement settles any and all claims and matters that the parties or any of them had, whatsoever from the beginning of time with no party having any further duties or obligations whatsoever to the other parties after the complete performance of this Settlement Agreement.
8. Costs and Expenses: The parties agree that each shall bear his/its own costs, including attorney's fees, incurred in the Lawsuit.
9. Dismissal of Claims: As a material part of this agreement, the Lawsuit shall be dismissed with prejudice.
10. Releases: Upon execution of this Agreement HELEN ZURLO and GEORGE ZURLO, shall deliver the fully executed Release in the form attached as Exhibit "A."
11. Entire Agreement: This written Settlement Agreement, including Exhibit "A," constitutes the entire Settlement Agreement between the parties and may not be amended or modified except in writing by each of the parties. In the event any of the parties file any litigation or claim with respect to this Agreement, or any item which is part of the matters settled, the prevailing party or parties shall be entitled to recover all costs incurred as a result thereof, including reasonable attorneys' fees.
12. Construction: This Agreement is the joint product of the respective parties and may not be more strictly construed against any party.
13. Full Disclosure: The parties acknowledge and agree that each is foregoing certain rights and assuming certain duties and obligations which, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the parties agree that this Agreement is fully and adequately supported by consideration, is fair and reasonable, and that the parties have had the opportunity to discuss the matter with counsel of their choice.
14. Signing of Copies: This Agreement may be executed on the original or on copies by each of the parties and signatures on copies shall be binding as if all parties had signed the original.

IN WITNESS WHEREOF, the parties, by their duly authorized agents, have signed and sealed this Settlement Agreement the day and year first written above.

CITY OF NAPLES

By: \_\_\_\_\_

\_\_\_\_\_  
CITY OF NAPLES

\_\_\_\_\_  
Helen Zurlo

\_\_\_\_\_  
George Zurlo

EXHIBIT "A"

GENERAL RELEASE

FOR AND IN CONSIDERATION OF Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to HELEN ZURLO and GEORGE ZURLO (hereinafter "RELEASORS"), the receipt and adequacy of which is hereby acknowledged, RELEASORS, intending to be legally bound, for themselves and for present and former representatives, agents, attorneys, predecessors, successors, insurers, administrators, heirs, executors and assigns, and for each of them, hereby release, acquit and forever discharge THE CITY OF NAPLES (hereinafter "RELEASEE"), its present and former representatives, officers, employees, agents, attorneys, predecessors, successors, insurers, administrators and assigns, of and from all manner of actions, suits, proceedings, and causes of action, in law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, and of and from all direct or indirect debts, assessments, dues, claims, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, interest payments and expenses, accounts, bills, variances, trespasses, assignments, notes, leases, rights, liabilities, obligations and demands of any kind whatsoever, which RELEASORS ever had, now have, or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world until the date hereof, including without limitation all claims set forth in that action styled *HELEN ZURLO and GEORGE ZURLO v. CITY OF NAPLES*, in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Case No. 08-2338-CA.

RELEASORS hereby declare and represent that in executing this Release, they have carefully read the foregoing language, knows and understands the contents hereof, have been advised by counsel, and have freely and voluntarily affixed their signatures hereto. It is the intention of RELEASORS in executing this instrument that this instrument shall be deemed effective as a full and final accord and satisfaction, and release. This Release shall be in all respects interpreted, enforced and governed by and under the laws of the State of Florida.

IN WITNESS WHEREOF, RELEASOR, intending to be legally bound, has duly executed this Release on the date set forth below.

**CAUTION: READ BEFORE SIGNING**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
HELEN ZURLO

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
GEORGE ZURLO

\_\_\_\_\_  
Witness:

STATE OF FLORIDA        )  
                                  )  
COUNTY OF COLLIER     )        ss:

On \_\_\_\_\_, 2010, before me personally came HELN ZURLO, to me known and known to me to be the individual described herein, and she executed the foregoing General Release and duly acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA        )  
                                  )  
COUNTY OF COLLIER     )        ss:

On \_\_\_\_\_, 2010, before me personally came GEORGE ZURLO, to me known and known to me to be the individual described herein, and she executed the foregoing General Release and duly acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public