

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

IRVING HOFFMAN AND MARJORIE WEISS,
AS CO-PERSONAL REPRESENTATIVES OF
THE ESTATE OF RACHEL HOFFMAN,

Plaintiff

CASE NO.: 2008-CA-004239

v.

THE CITY OF TALLAHASSEE,

Defendant,

_____ /

MEDIATION SETTLEMENT AGREEMENT

The parties having mediated this case multiple times and agree to a settlement of all issues and claims in this case under the following terms, subject to the approval of the Court:

1. The City agrees to pay plaintiffs the sum of \$2,600,000.00 subject to the following conditions:
 - A. \$200,000.00 (which represents the sovereign immunity limitation of liability) will be paid the plaintiffs subject to the approval by the Court of this agreement. The \$200,000.00 payment will be paid to plaintiffs within fourteen days after the entry of an order by the Court approving this settlement. The parties further agree that upon the execution of this Agreement, they will file a joint motion seeking a court order/judgment approving this settlement.
 - B. The remaining \$2,400,000.00 payment is subject to the passage of an agreed to claims bill by the State of Florida Legislature requiring the City to pay that amount.

This payment will be made within thirty days after final Legislative and Executive action requiring and directing payment.

2. The City agrees to support a claims bill, approved by the City, in the Florida Legislature through the following efforts:

A. The parties will agree to a “strike all” amendment which will be substituted for SB 44 and used in the House as a companion bill to SB 44, as amended.

B. The City will instruct its lobbyists and inform the Senate President, the Speaker of the House, and the members of the local legislative delegation that the City supports the passage of the claims bill in the amount of \$2,400,000.00.

C. The City will instruct its lobbyists or its attorneys to appear at any legislative proceeding related to the claims bill and state that the City supports the passage of the claims bill.

3. If the Florida Legislature enacts a claims bill in excess of \$2,400,000.00, then plaintiffs agree to accept only \$2,400,000.00 in full and complete satisfaction of any and all damages.

4. The parties will write a mutually agreeable statement for public release covering the terms of the settlement and resolution of the case.

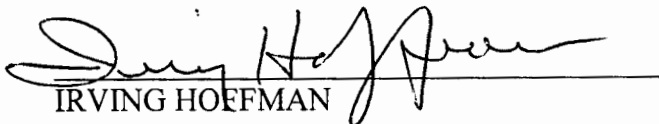
5. Each party shall pay their own attorney’s fees and costs.

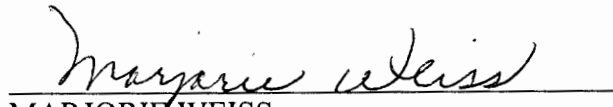
6. At the time of the payment of the \$200,000.00 to plaintiffs as described in Paragraph 1 above, defendant will provide, and plaintiffs shall execute a general release of any and all claims against the City and its employees, and shall secure a dismissal with prejudice. However, the parties agree that any dismissal with prejudice shall not jeopardize plaintiffs’ ability to present and process a claims bill through the Florida Legislature for the remaining

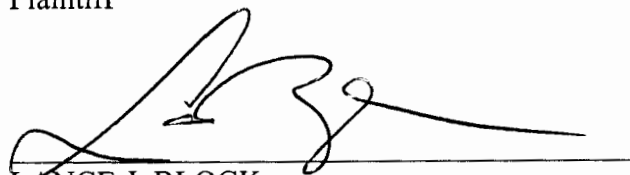
payment as provided in this Agreement. The general release shall include any and all claims of the plaintiffs (other than the claims bill described herein) arising out the incident that is the subject matter of plaintiffs' complaint. The Court shall retain jurisdiction to enforce the terms of this settlement. However, the parties agree nothing would be required of plaintiffs under this paragraph that would jeopardize their ability to present and process a claims bill through the Florida Legislature.

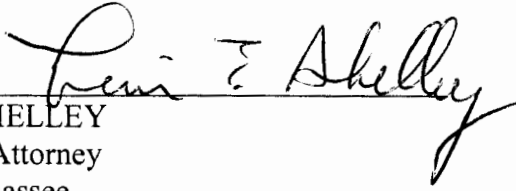
7. The parties agree to keep this settlement and the terms thereof confidential under the applicable Florida rules and statutes dealing with mediation confidentiality until the terms are approved and signed by both parties.

DATED this 6th day of January, 2012.

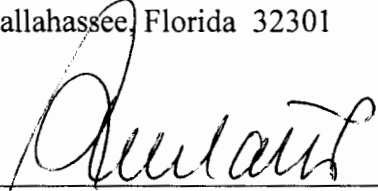

IRVING HOFFMAN
Plaintiff


MARJORIE WEISS
Plaintiff

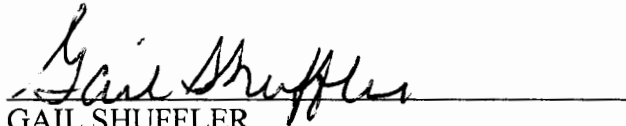

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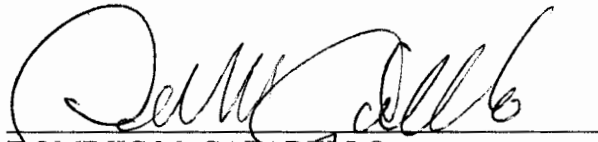
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