

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This **SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS** (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_\_ day of July 2025, by and between JUAN RAMIREZ DUQUE, FREDY DE JESUS AGUILAR BEDOYA, and VALERIA ANDREA AGUILAR (referred to herein as “Duque” and “Bedoya” and “Aguilar” and/or “Plaintiffs”), and THE CITY OF DORAL (referred to herein as “Doral” and/or “Defendant”), and each of its past, present, and future councilmembers, pursuant to the following terms and conditions:

### **RECITALS**

**WHEREAS**, on or about November 26, 2024, Plaintiffs filed this lawsuit in The United States District Court for the Southern District of Florida, Miami Division under Case No.: 1:24-cv-24662-RAR including claims of false arrest, malicious prosecution, and deprivation of civil rights (referred to herein as the “Lawsuit”).

**WHEREAS**, the Parties desire now to settle completely and for all time the matters raised in the Lawsuit, together with any and all other matters that might have been raised or that could have been raised in the Lawsuit in this litigation and the City requires City Council approval of this Agreement; and

**WHEREAS**, the Parties understand and agree that neither the making of this Agreement nor anything contained herein, shall, in any way, be construed or considered to be an admission by either party of guilt, wrongdoing, or noncompliance with any federal, state or local statute, public policy, tort law, contract law, common law, or any other wrongdoing whatsoever. This Agreement is entered solely to buy peace and to resolve disputed claims and for no other reason; and

**WHEREAS**, the Parties do hereby acknowledge and agree that they are represented by counsel and have had the opportunity to review this Agreement with counsel if they so choose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.**

The foregoing recitals are true and correct and are incorporated by reference.

2. **Denial of Liability.**

The Defendant does not admit any wrongdoing, fault, or liability of any nature by entering into this Agreement and specifically denies any wrongdoing, fault or liability for the allegations contained in the Lawsuit.

3. **Attorney's Fees and Costs.**

The Parties shall pay their own attorneys' fees and costs associated with this matter.

4. **Monetary Payment to Duque, Bedoya, and Aguilar.**

In exchange for the promises made by Duque, Bedoya, and Aguilar in this Agreement and conditioned upon the Defendant receiving the signed and dated Agreement from Plaintiffs (an emailed copy is sufficient), the Defendant agrees to a total settlement sum of \$50,000 payable via check to Rasco Klock Trust Account. Plaintiffs' Counsel will provide Defendant with a signed W9 forms in connection with the payment prior to the payment being due. Payment shall be due within 15 business days of the City Council of Doral approving the Agreement or the execution of this Agreement, whichever date is later.

The payment of the settlement funds will in no way be construed as an admission of any wrongdoing by the Defendant, but solely to amicably resolve the claims brought in the Lawsuit.

The Plaintiffs will file a Dismissal with Prejudice of the Lawsuit within 5 days of receipt of the Monetary Payment to Plaintiffs.

5. **Tax Consequences.**

Duque, Bedoya, and Aguilar agree, understand and acknowledge that the Defendant has made no representations to them concerning whether the sums paid pursuant to this Release are taxable. Any applicable local, state, and federal taxes (including, but not limited to, taxes based upon wages, social security or Medicare) owed by Plaintiffs, if any, that are to be disbursed under the terms of this Agreement as well as any costs, fines or penalties Plaintiffs incur as a result of the failure to pay such taxes shall be the sole responsibility of the Plaintiffs. The Plaintiffs agree to hold the Defendant harmless from the non-payment of their portion of any federal, state or local tax obligation in connection with this payment to them and to indemnify the Released Parties for any taxes, costs, fines or penalties for Plaintiffs' portion that may be assessed as a result of the payments made to them or the Plaintiffs' failure to pay all applicable federal, state and local taxes as required on their part.

Defendant has not made any representation as to the tax consequences of this Release or the above-referenced payment. Plaintiffs understand and agree that, in the event the Internal Revenue Service, or any other governmental entity, including but not limited to the State of Florida, or any other state or any court or other tribunal of competent jurisdiction, allege that any or all of the payment constitutes income for which any taxes remain due and owing by Plaintiffs, Plaintiffs shall be responsible for the payment for their portion of all such taxes. In the event any federal, state or local taxing authority takes the position that taxes should have been

withheld from the settlement payments, the Parties agree and acknowledge that each shall hold harmless the other from any such tax liability, including penalties, fines and the like, as a result of the sums paid pursuant to this agreement.

6. **Release of All Claims against the Defendant/Released Parties.**

In exchange for Plaintiffs' payment and promises contained in this Agreement, Plaintiffs, for themselves, and their heirs, agents, successors and assigns, hereby releases and forever discharges THE CITY OF DORAL, Councilmembers of the City of Doral and Florida League of Cities and its insurers and its professional organizations, and their past, present, and future owners, shareholders, subsidiaries, successors, parents, predecessors, administrators, affiliates, successors in interest, assigns, insurers, officers, directors, employees, agents, attorneys, representatives, and all other persons, firms, or corporations with whom any of the former have been, are now or may hereafter be affiliated ("Released Parties") from any and all causes of action, claims, including the Complaint, costs and expenses, or damages, whether known or unknown, which he now has, or which have been or could have been asserted or could be asserted by Plaintiffs or on Plaintiffs' behalf arising out of any act, occurrence or transaction, including but not limited to, the allegations in the Lawsuit. This release includes, but is not limited to, any claims that Plaintiffs filed or intended to file, and any and all claims for declaratory or equitable relief, claims for contribution or indemnity, damages, and/or attorney's fees and expenses, known or unknown, vested or contingent, which Plaintiffs had or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et seq., as amended, the Americans With Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Florida Civil Rights Act, Fla. Stat. § 760.01 et seq., Florida Statute § 448.102, et seq., Florida Statute § 440.205, Florida Statute § 540.08, the State of Florida anti-discrimination and/or anti-retaliation laws, or any other federal, state, or local human rights, civil rights, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including but not limited to, false arrest, malicious prosecution, assault and emotional distress, or any claim for costs, fees or other expenses, and including but not limited to, any and all attorney's fees, or any action for or by reason of any cause whatsoever, based upon any set of facts known or unknown, occurring prior to and including the date of execution of this Agreement.

Plaintiffs agree and understand that they may have claims against the Released Parties of which, at the time of the execution of this Agreement, they have no knowledge or suspicion, but agrees and represents that this Agreement extends to all claims against the Released Parties, whether or not known, claimed or suspected by Plaintiffs as of the date of this Agreement. It is also understood and agreed that the released claims include not only claims presently known to Plaintiffs but also include all unknown or unanticipated claims, rights, Complaints, actions,

obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever.

7. **Covenant Not to Sue.**

To the fullest extent allowed by law, Duque, Bedoya, and Aguilar agree and covenant not to sue or bring a claim of any kind against the Defendant, or any of the Defendant's Employees (both former and current), or any other Released Party. Duque, Bedoya, and Aguilar agree and acknowledge that this Release may be used as a defense or as a basis to bar and dismiss any later claims asserted by Duque, Bedoya and Aguilar in violation of the terms of this Release. It is understood that in the event the Plaintiffs violate their covenant not to sue set forth herein by maintaining or instituting a suit or claim of any kind against the Defendant or any Released Party released pursuant to this Release, Duque, Bedoya, and Aguilar shall pay all attorney's fees, court costs and expenses of defending the suit or claim which may be incurred by the Defendant or any Released Party, along with agreeing that any such filing or threatened claim would result in irreparable harm to the Defendant entitling the Defendant to immediate injunctive relief. This provision does not apply to any and all claims that may arise or exist after the effective date of this Agreement.

8. **Acknowledgments and Covenants.**

The Plaintiffs hereby acknowledge and further expressly waive and assume the risk of any and all claims for damages, costs, fees, attorneys' fees or expenses which exist as of this date, but which the Plaintiffs do not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect his decision to enter into this Release. The Plaintiffs further agree that they have accepted payment of the sums and the consideration specified herein as a complete compromise of matters involving disputed issues of law and fact, and fully assumes the risk that the facts or the law may be otherwise than he believes.

The Plaintiffs represent and warrant that no other person or entity has or has had any interest in the claims, Complaint, obligations, or causes of action referred to in this Release; that they have the sole and exclusive right to receive the sums specified in it; and, that they have not sold, assigned, transferred, or conveyed any of the claims, Complaint, obligations, or causes of action referred to in this Release.

The Plaintiffs agree and acknowledge that he accepts this Release as a full and complete compromise of matters involving disputed issues; that neither the negotiations for this settlement (including all statements or communications) by Defendant, or its attorneys or representatives shall be considered admissions by Defendant; and that no past or present wrongdoing on the part of Defendant shall be implied by such payment or negotiations. The Plaintiffs further acknowledge and agree that the settlement agreed to herein is not and shall not be construed to

be an admission of any violation on the part of Defendant of any constitution (federal or state) or any federal, state, or local statutes or ordinances, common law, or regulations, or of any contract or duty owed by Defendant to Plaintiffs. Defendant specifically disclaims and denies any such violations and any liability, which could or would be incurred as a result.

The Plaintiffs agree to expressly release, waive and forever discharge any and all claims for attorneys' fees and expenses pursuant to any statute, rule, or ordinance which may be deemed applicable to any claims Plaintiffs may have brought or brought against Defendant.

The Plaintiffs agree to indemnify and hold harmless the Defendant from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against Plaintiffs on the settlement fund herein by any person, entity, or corporation.

9. **Agreement to Pay All Liens (Medicaid, Social Security, etc.).**

It is expressly understood and agreed, that Plaintiffs further covenant and agree that any and all Medicare, Medicaid, Social Security, hospital, medical insurance coverage subrogation claims, arising out of this dispute, and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity arising out of this Lawsuit, will be fully paid, satisfied and released from the settlement proceeds paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

Plaintiffs agree to indemnify and hold harmless the Defendant, its insurance carriers, attorneys and all others in privity with them, from any claim by, through and/or under Plaintiffs including, but not limited to, any direct claim by Medicare, Medicaid and/or Social Security for reimbursement of any funds paid by them relating to the claims arising from the Lawsuit.

10. **Binding Agreement.**

This Agreement shall be binding upon the parties, their heirs, executors, administrators, assigns, successors, beneficiaries, Plaintiffs and agents, and shall inure to the benefit of their successors and assigns.

11. **Attorney Consultation – Plaintiffs.**

Plaintiffs are hereby advised and cautioned to consult with an attorney prior to executing this Agreement. Plaintiffs acknowledge that they received this written admonition to consult an attorney prior to executing the Agreement and that, prior to executing this Agreement, they was given sufficient opportunity to review this Agreement and consult with an attorney.

12. **No Modifications to Agreement.**

This Agreement may not be modified, altered or changed except upon express written consent of all parties. This Agreement represents the complete understanding between the parties. No other promises or agreement shall be binding or shall modify this Agreement unless signed by both parties hereto. This Agreement is made in the State of Florida and shall be interpreted under the laws of the State of Florida. Its language shall be construed as a whole, according to its fair meaning and not strictly for or against either party.

13. **Voluntarily Entered Agreement.**

Plaintiffs acknowledge that they have read and understand the contents of this Agreement and that they are executing it voluntarily, without any duress and with knowledge of its meaning and effect.

14. **Counterparts and Facsimile Signatures.**

This Agreement may be executed in counterparts with each copy being deemed an original. A facsimile signature on this Agreement will be deemed to be equivalent to an original signature.

15. **Paragraph Headings.**

Captions and paragraph headings in this Agreement are for convenience and reference only and do not define, describe, extend or limit the scope or intent of this Agreement or any provision herein.

16. **Authority to Execute Agreement.**

The Parties hereto warrant and agree that the persons executing this Agreement on behalf of each party are fully and duly authorized to carry out this function. Further, the Parties agree and warrant that neither will challenge the effectiveness of this Agreement based upon any lack of authority by the above individuals to execute the Agreement for the respective Parties.

17. **Non-Assignment.**

Plaintiffs warrant and represent that they have the sole and exclusive rights, and that Plaintiffs have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, Complaints, obligations, or causes of action referred to in this Agreement. Plaintiffs agree that they will indemnify, defend and hold the Defendant and its insurance carriers harmless, including, its officers, directors, members, and Plaintiffs, against any third party who claims a right or interest in the settlement funds.

18. **Severability.**

In the event that any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions, in whole or in part, shall continue to be enforceable to the greatest extent allowed by law and to the same extent as if the void or unenforceable provision were omitted from the Agreement.

19. **Enforcement of the Agreement.**

The Settlement Agreement is the joint product of Plaintiffs and the Defendant and shall not be construed against any party as the drafter.

20. **Governing Law and Venue.**

This Agreement and all other documents executed in connection with this Agreement are governed by and shall be interpreted under Florida law. The sole and exclusive venue for any litigation between Plaintiffs and the Defendant that arises out of or is related to this Agreement or any documents executed in connection with this Agreement shall be in The United States District Court for the Southern District of Florida, Miami Division

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**CAUTION: READ BEFORE SIGNING. THIS IS A RELEASE. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO SIGNING.**

In entering into this Settlement Agreement and General Release, the Plaintiffs represent that they has relied upon the legal advice of their attorney, Susan Klock Esq., who is the attorney of their own choice, and that the terms of this Settlement Agreement and General Release have been completely read and explained to them and that those terms are fully understood and voluntarily accepted by them.

I declare that the terms of this Settlement Agreement and General Release have been completely read, are fully understood, and are voluntarily accepted after complete consideration of all facts and legal claims.

Executed in \_\_\_\_\_ County, Florida this \_\_\_\_ day of July, 2025. 7/25/2025

Signed by:

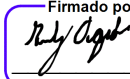


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PLAINTIFF, JUAN RAMIREZ DUQUE

Executed in \_\_\_\_\_ County, Florida this \_\_\_\_ day of July, 2025. 7/24/2025

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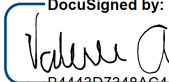


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PLAINTIFF, FREDY DE JESUS AGUILAR BEDOYA

Executed in \_\_\_\_\_ County, Florida this \_\_\_\_ day of July, 2025. 7/24/2025

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PLAINTIFF, VALERIA ANDREA AGUILAR

Executed in \_\_\_\_\_ County, Florida this \_\_\_\_ day of July, 2025.

Name:

Title:

As authorized representative for The City of Doral