

**DRAFT 5.27.25 SOLELY FOR PURPOSES OF SETTLEMENT DISCUSSIONS (AND  
MAY NOT BE USED FOR ANY OTHER PURPOSES) BETWEEN THE PARTIES AND  
CONTINGENT UPON /SUBJECT TO APPROVAL OF THE CITY AS TO ALL TERMS  
AND CONDITIONED EXPRESSED HEREIN.**

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS (hereinafter referred to as the “Release”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between YVETTE GOMEZ (referred to herein as “GOMEZ”), and the CITY OF DORAL, successors, affiliates, insurers, elected officials, directors, employees, attorneys, and representatives (referred to herein as “the Employer Defendant,” “the City of Doral”, “City” and/or “the Releasee”) (GOMEZ and Employer Defendant collectively referred to as the “Parties”):

**RECITALS**

**WHEREAS**, on or about January 9, 2020, Gomez filed a lawsuit against Employer Defendants City of Doral, a Florida Municipality and Mayor Juan Carlos Bermudez in the United States District Court Southern District of Florida Case No. 2020-000433-CA-01 (the “Litigation”);

**WHEREAS**, (former) Mayor Juan Carlos Bermudez has been dismissed from the Litigation;

**WHEREAS**, on or about March 18, 2022 Gomez filed her Third Amended Complaint in the United States District Court Southern District of Florida Case No. 2020-000433-CA-01 (the “Litigation”); The Third Amended Complaint contains three counts directed toward the Defendant City;

**WHEREAS**, Gomez subsequently stipulated to the dismissal of Count III as contained in the Third Amended Complaint;

**WHEREAS**, the Parties desire now to settle completely and for all time the matters raised in the Litigation, together with any and all other matters that might have been raised or that could have been raised in the Litigation; and

**WHEREAS**, the Parties understand and agree that neither the making of this Release 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 Release is entered solely to buy peace and to resolve disputed claims and for no other reason; and

**WHEREAS**, in order to avoid the uncertainties, costs and expense of litigation, the Parties have agreed to settle and compromise this matter, all upon the terms, conditions and provisions contained herein; and

**WHEREAS**, the Parties do hereby acknowledge and agree that they are represented by counsel and have had the opportunity to review this Release 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:

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

### **STIPULATED FINDINGS OF FACTS SOLELY FOR PURPOSES OF SETTLEMENT**

The City of Doral is a municipality in Miami-Dade County, Florida and oversees and operates the City of Doral Police Department (the “Department”). Gomez is a former officer and employee of the Department.

On or about April 10, 2018, Plaintiff separated from her employment with the City of Doral. At the time of her separation Plaintiff was a Lieutenant with the City of Doral Police Department on the midnight shift.

Plaintiff has filed suit against the City alleging that she was discriminated against based upon her sex and alleging that she was constructively terminated by the City as of April 10, 2018.

There currently exists a dispute between the City and Plaintiff regarding the circumstances and basis for her separation from employment which the parties seek to resolve through this Settlement Agreement.

### **CONSIDERATION**

The foregoing findings of fact are stipulated to solely for purposes of this Settlement Agreement.

At the time of her separation in April 2018 Gomez was the subject of ongoing IA Investigation 2018-02. The Employer Defendant agrees that it will remove the IA Investigation 2018-02 from Gomez personnel file.

The parties shall seek a stay of the litigation pending the submission of the Settlement Agreement to City Commission for approval. Upon approval and execution of this agreement by all Parties , Gomez shall submit to the Court a “Notice of Dismissal” that provides for: (a) dismissal of the Litigation , with prejudice; (b) each party bearing their own attorneys ‘fees and costs, except as set forth in this Agreement; and (c) a reservation of jurisdiction to enforce the terms of this Agreement..

Defendant Employer shall pay to Gomez the sum of \$500,000.00 as damages related to her separation. Gomez acknowledges and agrees that except as otherwise provided herein, this amount shall fully compensate her for all damages including but not limited to compensatory, economic and non-economic damages, past lost wages, and lost pension benefits. Payment shall be made to

Gomez within 30 days following approval and execution of this Settlement Agreement by all parties.

In addition to the foregoing, the Defendant Employer shall pay to Counsel for Gomez the sum of \$425,000 as reimbursement for Attorney's fees and Costs incurred by Gomez related to the litigation, which amount Counsel for Plaintiff has agreed to accept as full and complete payment of any attorneys' fees and costs related to the litigation. . Payment shall be made to Counsel for Gomez within 30 days following a fully executed Settlement Agreement .

It is understood and agreed to between the parties hereto that this Settlement Agreement is executed based upon the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

### **RELEASE OF ALL CLAIMS AGAINST THE EMPLOYER DEFENDANT/RELEASEE**

In exchange for Employer Defendant's promises as set forth in this Release, Gomez, for herself, and her heirs, agents, successors and assigns, hereby releases and forever discharges Employer Defendant, and its administrators, affiliates, successors in interest, assigns, insurers including but not limited to Preferred Governmental Insurance Trust and PGCS, elected officials, 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, demands, costs and expenses, or damages, whether known or unknown, which she now has, or which have been or could have been asserted or could be asserted by Gomez or on Gomez' behalf arising out of any act, occurrence or transaction, including but not limited to, her employment with Employer Defendant. This release includes, but is not limited to, any claims that Gomez filed, could have filed, or intended to file, and any and all claims for declaratory or equitable relief, claims for contribution or indemnity, damages, reinstatement, and/or attorney's fees and expenses, known or unknown, vested or contingent, which Gomez now has 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, the Florida Minimum Wage Act, the Florida Constitution, the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., 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 Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. ("ADEA"), the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the Older Workers Benefit Protection Act ("OWBPA"), the Florida Civil Rights Act, Fla. Stat. § 760.01 et seq., the Florida Whistleblower Act, Florida Statute § 448.102, et seq., Florida Statute § 440.205, the State of Florida anti-discrimination and/or anti-retaliation laws, or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including but not limited to, assault and emotional distress, or any claims under Employer Defendant's benefits plans, or any claim for costs, fees or other expenses, and including but not limited to, any and all attorney's fees, or any action relating to or arising out

of her employment with Employer Defendant, 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 Release.

To the fullest extent allowed by law, Gomez agrees and covenants not to sue or bring a claim of any kind against the City, any of the City's employees (both former and current), or any other of the Released Parties for any claim released herein. Gomez agrees and acknowledges that this Release may be used as a defense or as a basis to bar and dismiss any later claims asserted by Gomez in violation of the terms of this Agreement. It is understood that in the event Gomez violates her covenant not to sue set forth herein by maintaining or instituting a suit or claim of any kind against the City or any of the Released Parties released pursuant to this Agreement, Gomez shall pay all attorney's fees, court costs and expenses of defending the suit or claim which may be incurred by the City or any Released Party. This covenant and clarification shall not apply to future conduct, occurrences, acts, or omissions that may occur subsequent to the date of this Agreement.

Gomez agrees and understands that she may have claims against Employer Defendant of which, at the time of the execution of this Release, she has no knowledge or suspicion but agrees and represents that this Release extends to all claims against the Employer Defendant, whether or not known, claimed or suspected by Gomez as of the date of this Release. It is also understood and agreed that the released claims include not only claims presently known to Gomez but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever.

Gomez agrees, understands, and acknowledges that the City has made no representations to her concerning whether the sums paid pursuant to this Agreement are taxable. Any applicable local, state, and federal taxes (including, but not limited to, taxes based upon wages, social security, or Medicare), if any, that are to be disbursed under the terms of this Agreement as well as any costs, fines or penalties incurred as a result of the failure to pay such taxes shall be the sole responsibility of Gomez. Gomez agrees to hold the City harmless from the non-payment of her employee portion of any federal, state or local tax obligation in connection with this payment to her and to indemnify the Released Parties, as defined above, for any taxes, costs, fines or penalties for her employee portion that may be assessed as a result of the payments made to her or Gomez's failure to pay all applicable federal, state and local taxes as required on her part.

Except as expressly provided for herein, Gomez agrees to expressly release, waive and forever discharge any and all claims for attorneys' fees and expenses pursuant to the Florida Civil Rights Act, Fla. Stat. § 760.01 et seq.; Florida Statute § 448.102, et seq., Title VII, 42 U.S.C. 2000(e), et seq., Fla. Stat. § 440.205, and/or pursuant to any statute, rule, or ordinance which may be deemed applicable to any claims Gomez may have brought or brought against the City.

Gomez understands and agrees that future employment with the City of Doral will be barred.

Nothing herein is intended to release the Employer from any claims that may arise as a result of any actions taken by the Employer subsequent to the effective date of this agreement.

## **BINDING RELEASE**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by such parties. This Release shall be binding upon the parties, their heirs, executors, administrators, assigns, successors, beneficiaries, employees and agents, and shall inure to the benefit of their successors and assigns.

## **ATTORNEY CONSULTATION – GOMEZ**

Gomez is hereby advised and cautioned to consult with an attorney prior to executing this Release. Gomez acknowledges that she received this written admonition to consult an attorney prior to executing the Release and that, prior to executing this Release, she was given sufficient opportunity to review this Release and consult with an attorney.

## **NO MODIFICATION TO RELEASE**

This Release may not be modified, altered or changed except upon express written consent of the Parties. This Release represents the complete understanding between the Parties. No other promises or Release shall be binding or shall modify this Release unless signed by both Parties hereto. This Release 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.

## **VOLUNTARILY ENTERED RELEASE**

Gomez acknowledges that she has read and understands the contents of this Release and that she is executing it voluntarily, without any duress and with knowledge of its meaning and effect.

## **COUNTERPARTS AND FACSIMILE SIGNATURES**

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

## **PARAGRAPH HEADINGS**

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

## **AUTHORITY TO EXECUTE RELEASE**

The Parties hereto warrant and agree that the persons executing this Release 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 Release based upon any lack of authority by the above individuals to execute the Release for the respective Parties.

## **ENFORCEMENT OF THE RELEASE**

The Release is the joint product of Gomez and the Employer Defendant and shall not be construed against any party as the drafter.

### **GOVERNING LAW AND VENUE**

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

### **AGE DISCRIMINATION AND RETALIATION RELEASE NOTIFICATION**

Gomez acknowledges that as part of this Release she is releasing and waiving all charges, claims and complaints under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act (OWBPA) and she is agreeing not to sue Employer Defendant regarding her rights under the ADEA or OWBPA. For Gomez to waive her rights under the ADEA and OWBPA through this Release, Gomez acknowledges and agrees that:

- i. Gomez knowingly and voluntarily executes this Release and releases, waives and agrees not to sue Employer Defendant.
- ii. The release, waiver and Release not to sue include settlement of any allegation of sex discrimination and retaliation under ADEA and OWBPA.
- iii. The release, waiver and Release not to sue includes all claims under the ADEA and OWBPA arising up to and including the date of execution of this release, but not claims occurring thereafter.
- iv. Gomez has been advised to consult with an attorney concerning her rights and obligations under the release, waiver and Release not to sue and before signing this Release;
- v. That Gomez has been at all times advised by an attorney or had available access to an attorney and has had sufficient opportunity to consult with an attorney before she signed this Release.
- vi. That Gomez has been given twenty-one (21) days to decide whether to sign this Release.
- vii. That Gomez understands that upon signing this Release, she has seven (7) calendar days in which to revoke her signature only as to release of her claims pursuant to the ADEA and OWBPA. Specifically, Gomez understands that she will not receive the Settlement Amount referred to herein until after the seven (7) day revocation period has expired, and she has not exercised her right to revoke her signature. To revoke this Release, Gomez must send a written notice by certified mail either personally or through her attorney to Mark A. Emanuele, Esq. of the Law Firm of Lydecker LLP, 1221 Brickell Avenue, 19th Floor, Miami, Florida 33131 no later than the eighth calendar day after Gomez' signature is affixed hereto. Both parties acknowledge that by signing this Release, they are not waiving or releasing any claims for breach of this Release.

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

In entering into this General Release, Gomez represents that she has relied upon the legal advice of her attorney, Robert L. Switkes, who is the attorney of her own choice, and that the terms of this Release have been completely read and explained to her and that those terms are fully understood and voluntarily accepted by her.

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

*Signature follows on next page*

YVETTE GOMEZ

STATE OF FLORIDA            )

COUNTY OF MIAMI-DADE        )

The foregoing instrument was signed and acknowledged before me on this \_\_\_\_\_ day of March, 2025, by YVETTE GOMEZ, who is personally known to me or who produced \_\_\_\_\_, as identification.

\_\_\_\_\_

Notary Signature

Print: \_\_\_\_\_

My Commission Expires: