



Jonathan R. O'Boyle  
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Re: "Resolution to memorialize the action taken by the City Council on April 10, 2019, Amending the Settlement Agreement and General Release in the case Jonathan Evans V. City of Riviera Beach"

**To the City of Riviera Beach and Jonathan Evans:**

I represent Lynn Hubbard. It has come to our attention that the City has taken affirmative steps to hire Mr. Jonathan Evans back as City Manager.

As I stated in my April 10, 2019 Letter, Com. Hubbard was a party to a Settlement Agreement (represented by Glenn Torcivia in U.S. District Court for the Southern District of Florida Case No.: 9:18-cv-80687-RLR) where she gave up her right to vindicate her position in exchange, in part, for Mr. Evan's promise to "not seek employment with [the City] at any time in the future. [Mr. Evans] further agrees that he will neither apply for any position with [the City] nor will [Mr. Evans] accept any position offered to him by [the City]."

I understand that the City has sought to change the Settlement Agreement so that Mr. Evans can both (1) keep the \$190,000 paid to him and (2) obtain future benefits from employment with the City in spite of Com. Hubbard's release of holding Mr. Evan's to his claims in federal court.

I write to put Mr. Evans and the City on notice that a potential legal action is contemplated. The action will seek to enforce Mr. Evan's promise to not seek employment with the City and to enjoin both Mr. Evan's and the City from violating the settlement agreement. Com. Hubbard may be joined by other parties to the agreement.

I urge the City and Mr. Evan's to refrain from taking action that violates the Settlement Agreement and the covenant of good faith and fair dealings. There is still time to abandoned this course of conduct and prevent litigation. But should the City and Mr. Evans proceed to breach the Settlement Agreement, I ask that the City delay employment of Mr. Evan's for 90 days in order to afford time for a Court challenge. This will prevent any unnecessary harm to the Citizens of Riviera Beach by preventing the seating of an officer who is not legally allowed to hold that position.

Undersigned respectfully asks that this Petition for Redress of Grievances under the First Amendment of the U.S. Constitution be entered into the Public Record of the City of Riviera Beach on behalf of Com. Hubbard and serve as a notice to all so interested.

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Respectfully,

/S/ Jonathan R. O'Boyle, Esq.  
The O'Boyle Law Firm