

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Settlement Agreement" or "Agreement") is made and entered into this 13th day of January, 2020 by and between Fane Lozman ("Lozman") and the City of Riviera Beach ("City") (collectively, "the Parties");

WHEREAS, on or about February 8, 2008, Lozman filed a lawsuit against the City and certain individual City employees and City Councilmembers in the United States District Court in and for the Southern District of Florida, case number 9:08-cv-80134 ("the Lawsuit");

WHEREAS, in the Lawsuit, Lozman alleged that the City violated his rights under the United States Constitution, specifically, his First Amendment, Fourth Amendment, and Fourteenth Amendment rights, and Lozman also made claims against the City under state law;

WHEREAS, the Lawsuit was tried, a verdict was rendered in favor of the City as to all Lozman's claims, and final judgment was entered in favor of the City in December 2014;

WHEREAS, thereafter, Lozman appealed part of the judgment to the United States Court of Appeals for the Eleventh Circuit, which affirmed the judgment in favor of the City;

WHEREAS, Lozman filed a petition for writ of certiorari to the Supreme Court of the United States, which was granted;

WHEREAS, the Supreme Court of the United States entered an opinion vacating the judgment of the Court of Appeals and remanding the Lawsuit for further proceedings to determine whether Lozman was entitled to a new trial;

WHEREAS, on remand, the United States Court of Appeals for the Eleventh Circuit issued an opinion remanding the Lawsuit to the District Court for the District Court to determine whether Lozman was entitled to a new trial;

WHEREAS, the Lawsuit is presently pending before the District Court and trial is set for April 27, 2020;

WHEREAS, the Parties mutually desire to resolve and settle the Lawsuit in the entirety, including all claims for attorney's fees and costs and any potential post-judgment and appellate issues relating to the Lawsuit;

NOW, THEREFORE, for the consideration identified herein, the sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Recitals- The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Settlement Terms- The Parties hereby agree as follows:

a. The entirety of this Agreement is contingent upon approval by the City Council. The matter will be placed on the agenda for consideration by the City Council on February 5, 2020.

b. Contingent upon approval by the City Council of this Settlement Agreement, the insurer for the City shall pay the total sum of Eight Hundred Seventy Five Thousand Dollars and Zero Cents (\$875,000.00) ("Settlement Amount") to be distributed by settlement checks as follows: One Dollar and Zero Cents (\$1.00) to Fane Lozman as nominal damages; Twenty Five Thousand Six Hundred Thirty Dollars and Zero Cents (\$25,630.00) as costs to be reimbursed to Fane Lozman; Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to the Stanford Supreme Court Litigation Clinic; Sixty Two Thousand One Hundred Fifty Dollars and Zero Cents (\$62,150.00) to the law firm of Pierce, Bainbridge, Beck , & Hecht, LLP; Seventy Thousand Two Hundred and Thirty Eight Dollars and Zero Cents (\$70,238.00) to the law firm of Philip Nathanson, P.A.; One Hundred Five Thousand One Hundred Eighty One Dollars and Zero Cents (\$105,181.00) to the law firm of Cobb Cole, P.A.; Seventy Six Thousand Eight Hundred Dollars and Zero Cents (\$76,800.00) to the law firm of Greenberg Traurig, LLP; and Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) to Fane Lozman for attorney's fees and costs paid to Ray Taseff, P.A. Lozman represents and warrants that he paid Ray Taseff in full directly for all legal services and costs rendered by Ray Taseff and that Mr. Taseff is not asserting any claim for attorney's fees and costs. Within fourteen (14) days after approval of this Settlement Agreement by the City Council, Lozman shall provide counsel for the City with W9s for each of the foregoing payees, and payment shall be issued within forty-five (45) days thereafter. If the City Council does not approve settlement of the Lawsuit on the terms set forth herein, then this Agreement is null and void and the Parties shall be returned to their positions in this litigation as of the date before this Agreement was signed.

c. In consideration of the above, Lozman agrees that he shall execute the General Release attached hereto. In the event that the City Council does not approve settlement of the Lawsuit, the General Release shall be null and void.

d. In consideration of the above, Lozman agrees that he shall dismiss the subject Lawsuit, with Prejudice, by executing the attached Joint Stipulation of Dismissal With Prejudice, which shall also be executed by counsel for the City. Within three (3) days after the City Council approves this settlement, counsel for the City shall file the Joint Stipulation of Dismissal With Prejudice. In the event that the City Council does not approve settlement of the Lawsuit, the Joint Stipulation of Dismissal With Prejudice shall be null and void and shall not be filed.

e. Except as specified in paragraph 2b, the Parties agree that each party shall bear its own attorney's fees and costs related to the Lawsuit, specifically including any and all appeals occurring during the course of the Lawsuit.

f. Lozman further agrees and covenants that he is responsible for and shall fully pay and satisfy any and all attorney's charging liens or claims or demands for attorney's fees and costs made by any of Lozman's current or former counsel relating to their representation

of Lozman at any phase during the course of this Lawsuit, whether such claims are asserted presently or in the future. Lozman agrees to indemnify, defend, and hold harmless the City and its insurance carriers, their attorneys, and all others in privity with them, from any and all claims made by, through, under, or on behalf of Lozman or any of his attorneys for reimbursement of any funds paid by the City and/or its insurance carriers relating to the claims in this Lawsuit.

g. The Parties each agree that each party has provided good and valuable consideration in this Agreement, which now resolves all issues in the Lawsuit.

3. Enforcement of this Agreement. Any action or claim for breach of this Agreement or to enforce the terms of this Agreement shall lie exclusively in the United States District Court in and for the Southern District of Florida. The prevailing party shall be entitled to an award of any reasonable attorneys' fees and costs associated with such action and/or claim.

4. Authority to Execute- Each Party hereto represents and warrants that:

- a. The terms and conditions of this Agreement have been completely read by each of the Parties and that the terms and conditions of this Agreement are fully understood and voluntarily accepted for the express purpose of making a full compromise, adjustment, settlement, accord and satisfaction as set forth herein;
- b. Each of the Parties warrant that it has received or has been afforded the opportunity to receive independent legal advice from legal counsel with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement;
- c. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and cannot be modified absent in writing signed by all Parties;
- d. In the event any paragraph, or paragraphs, of this Agreement shall be declared invalid, illegal, or otherwise unenforceable, the remaining provisions of this Agreement remain in full force and effect, provided that the essential terms and conditions of this Agreement remain valid, binding, and enforceable;
- h. The Parties to this Agreement warrant and represent that they have entered this Agreement voluntarily and of their own accord without reliance on any inducement, promise, or representations by any other party, except those which are expressly set forth in this Agreement. The parties acknowledge no representations regarding the tax consequences of this agreement have been made to the other party.
- i. Should any provision of the Agreement require interpretation or construction, each party acknowledges participation in the negotiation of this Agreement and agrees that no provision of this Agreement shall be construed against or interpreted to the

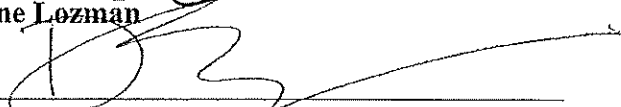
disadvantage of any party hereto by any arbitrator or court by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

[SIGNATURE PAGE FOLLOWS ON PAGE 4]

13 IN WITNESS WHEREOF all of the foregoing, I have hereunto set my hand and seal this
day of Jan, 2020.



Fane Lozman



Dawn Wynn, as City attorney for the City of
Riviera Beach