

# **EXHIBIT “A”**

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

PAULETTE DOZIER AND DEBBIE ORTA,

Plaintiffs,

Case No.: 14-00510 SP 25(1)

v.

TOWN OF MIAMI LAKES,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

**WHEREAS** this Settlement Agreement (hereinafter, "Agreement") is made this \_\_\_\_ day of April, 2014, by and among PAULETTE DOZIER a/k/a PAULETTE D. FOSSATI and DEBBIE ORTA (hereinafter, "Plaintiffs"), and the TOWN OF MIAMI LAKES (hereinafter, "Defendant"), collectively referred to as "the Parties;" and

**WHEREAS**, the Plaintiffs filed suit in the County Court of the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida against the Defendant in this cause and the case number is 14-00510 SP 25(1) (the "Lawsuit"); and

**WHEREAS**, in this Lawsuit the Plaintiffs have asserted and are currently maintaining a claim against the Defendant; and

**WHEREAS**, Domenici Enterprises, Inc. and Bassic Music, Inc., through their respective representatives, enter into and agree to be bound by the terms of this Agreement although they are not named parties in the Lawsuit;

**WHEREAS**, it is the desire of the Parties to fully and finally settle and resolve, for valuable consideration, any and all actual and potential claims and disputes, including those specifically referred to in this Lawsuit and all others that the Plaintiffs and/or their respective companies, Domenici Enterprises, Inc. and Bassic Music, Inc., may have against the Defendants and any alleged, non-asserted claims that the Defendant may have against the Plaintiffs; and

**WHEREAS**, the Parties, Domenici Enterprises, Inc., and Bassic Music, Inc. have reached this agreement and compromise after considering the substantial expense and uncertainty of claims, litigation, trials, and appeals, and with the desire to resolve all pending or potential disputes in their entirety and without admitting liability; and

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**WHEREAS**, without admitting the validity of or any liability for the claims in the Lawsuit or for any other potential claims, and to resolve all civil disputes the Plaintiffs, Domenici Enterprises, Inc., and/or Bassic Music, Inc. may have against the Defendant, its respective insurers, employees, agents, apparent agents, elected officials, officials, servants, representatives, assigns, affiliates, entities, and any other persons or legal entities charged or chargeable with responsibility for the Town of Miami Lakes, the Parties, Domenici Enterprises, Inc., and Bassic Music, Inc. have entered into this Agreement;

**NOW, THEREFORE**, for and in consideration of these promises and of the covenants and agreements herein contained and for other good and valuable consideration, the adequacy of which is hereto acknowledged by all the Parties, Domenici Enterprises, Inc., and Bassic Music, Inc., and intending legally to be bound, it is **AGREED AS FOLLOWS**:

1. **Settlement Payment.**

- a. The Plaintiffs, Paulette Dozier a/k/a Paulette D. Fossati and Debbie Orta, acknowledge receipt of the full amounts due under their respective contracts.
- b. Upon execution by all Parties of this Agreement, the Defendant, Town of Miami Lakes, shall pay to the Plaintiffs the total sum of Three Hundred Fifty (\$350.00) Dollars (the "Settlement Funds"). The Plaintiffs agree that the Settlement Funds shall be paid as follows: \$175.00 payable to Domenici Enterprises, Inc. and \$175.00 payable to Bassic Music, Inc.
- c. Other than the aforementioned payments, the Defendant shall have no other obligation to the Plaintiffs (Paulette Dozier a/k/a Paulette D. Fossati and Debbie Orta), Domenici Enterprises, Inc., and/or Bassic Music, Inc.

2. **Releases.** The Plaintiffs (Paulette Dozier a/k/a Paulette D. Fossati and Debbie Orta), Domenici Enterprises, Inc., and Bassic Music, Inc. are releasing all claims they have asserted or could have asserted against the Defendant in the Lawsuit. In consideration of the foregoing release by the Plaintiffs, Domenici Enterprises, Inc., and Bassic Music, Inc., the Defendant is hereby releasing any actual or potential claim that the Defendant may have against the Plaintiffs, Domenici Enterprises, Inc., and Bassic Music, Inc.

3. **Stipulation of Dismissal with Prejudice.** Within ten (10) business days of the delivery of the settlement payment described in paragraph 1, *supra*, the Parties agree that the

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Defendant shall move the Court to enter an Order approving this Settlement Agreement and dismissing the case with prejudice.

4. **Capacity of the Parties.** The Parties, Domenici Enterprises, Inc., and Bassic Music, Inc. represent and warrant to each other that they have the full power, capacity, and authority to enter into this Agreement. Further, no portion of any claim, right, demand, action, or cause of action that the Parties, Domenici Enterprises, Inc., and/or Bassic Music, Inc. has, might have, or might have had arising out of the acts or inactions of the other Parties, Domenici Enterprises, Inc., and/or Bassic Music, Inc. referred to herein have been assigned, transferred, or conveyed to any person who is not a party to this Agreement by way of subrogation, operation of law, or otherwise, and that no releases or settlement agreements are necessary or need to be obtained from any other person or entity to release and discharge completely any of the claims released in this Agreement.
5. **Full and Knowing Waiver.** The Parties understand and acknowledge that they have expressly waived rights and claims under this Agreement and further acknowledge that they understand the legal effect of this Agreement, and that they have consulted with their own attorney or, if not represented by an attorney, that they have been advised of their right to consult an attorney regarding the legal effect of this Agreement. The Plaintiffs, Domenici Enterprises, Inc., and Bassic Music, Inc. are not represented by an attorney in the making and execution of this Agreement. The Plaintiffs, Domenici Enterprises, Inc., and Bassic Music, Inc. have been advised that they should seek legal advice and have been given a reasonable opportunity to do so.
6. **Voluntary Action.** The Parties, Domenici Enterprises, Inc., and Bassic Music, Inc. acknowledge that they have entered into this Agreement freely, knowingly, voluntarily, and with the opportunity to consult with an attorney of their choosing. It is further understood and agreed that this Agreement was reached and agreed to by the Parties, Domenici Enterprises, Inc., and Bassic Music, Inc. in order to avoid the expense of continued litigation, as well as the uncertainties of potential litigation. The Plaintiffs, Domenici Enterprises, Inc., and Bassic Music, Inc. are not represented by an attorney in the making and execution of this Agreement. The Plaintiffs, Domenici Enterprises, Inc.,

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and Bassic Music, Inc. have been advised that they should seek legal advice and have been given a reasonable opportunity to do so.

7. **Attorney's Fees.** Each Party shall be solely responsible for the payment of his or her own attorney's fees and court costs with regard to this Lawsuit. In the event of any litigation relating to the enforcement of this Agreement or a suit for damages based upon breach of this Agreement by any of the Parties hereto or the interpretation or meaning of this Agreement, the prevailing party in such litigation shall be entitled to recover all attorney's fees incurred at the trial or appellate level by the prevailing party in connection with the litigation relating to the enforcement of this Agreement.
8. **Entire Agreement.** This Agreement constitutes the entire agreement by the Parties hereto with respect to all of the matters discussed herein, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the Parties.
9. **Governing Law and Venue.** This Agreement shall be interpreted and governed according to the laws of the State of Florida. Any dispute or conflict arising out of or relating to this Agreement must be brought only in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The Parties agree such court and such court alone shall have personal jurisdiction and venue over any action relating to this agreement and further agree to waive any rights they may have to challenge the court's jurisdiction over them.
10. **Binding On Successors.** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective Parties.
11. **No Amendment Without a Writing.** The Parties agree that no amendment or modification of this Agreement shall be binding or valid unless made in writing and signed by the Parties and/or a duly authorized officer of the Parties. Any waiver by the Parties of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

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12. **Severability.** The paragraphs and provisions of this Agreement are severable; if any paragraph or provision is found unenforceable, the remaining paragraphs and provisions will remain in full effect.
13. **Construction.** The Parties acknowledge that the Parties and their respective counsel, if any, have reviewed and participated in the drafting of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
14. **Cooperation.** The Parties agree to cooperate with each other and to undertake to perform any acts necessary to perform the obligations set forth in this Agreement, including, without limitation, the execution of all ancillary documents.
15. **Counterparts.** This Agreement may be executed in any numbers of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed to be one and the same instrument.
16. **Notices.** All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed to have been duly given, when delivered by hand or two (2) days after deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, with a copy by electronic mail, as follows:

**If to Plaintiff, Paulette Dozier a/k/a Paulette D. Fossati:**

Paulette Dozier a/k/a Paulette D. Fossati  
8770 SW 72<sup>nd</sup> Street, #293  
Miami, FL 33173

**If to Plaintiff, Debbie Orta:**

Debbie Orta  
3473 SW 170 Terrace  
Miramar, FL 33027

**If to Defendant, Town of Miami Lakes:**

Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

Initials: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

With a copy to:

Raul Gastesi, Jr., Esq.  
Gastesi & Associates, P.A.  
8105 N.W. 155 Street  
Miami Lakes, Florida 33016  
rgastesi@gastesi.com

**If to Domenici Enterprises, Inc.:**

Paulette Dozier a/k/a Paulette D. Fossati, Registered Agent and President  
8770 SW 72<sup>nd</sup> Street, #293  
Miami, FL 33173

**If to Bassic Music, Inc.**

Nicky Orta, Registered Agent and Director  
3473 SW 170 Terrace  
Miramar, FL 33027

The Parties or their attorneys may designate other addresses from time to time, but such designation shall not be effective until delivered via electronic mail.

17. **Advice of Counsel:** Each Party has had the opportunity to seek independent legal advice by counsel of his or her selection in the negotiation of this Agreement. Each Party fully understands the facts and has been fully informed as to his or her legal rights and obligations, and each is signing this Agreement freely and voluntarily, intending to be bound by it.
18. **Agreement Entered into Freely and Voluntarily:** Each Party represents and acknowledges that this Agreement has been entered into freely and voluntarily and that there has been no undue influence or duress brought by either party and that both are aware of the contents hereof and acknowledge the same.
19. **Full Settlement:** This is a full and final settlement of all issues in the case filed in Miami-Dade County, Florida under case number 14-00510 SP 25(1).

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals the year and date first above written.

Initials: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Dated this \_\_\_\_ day of April, 2014.

Witness #1: \_\_\_\_\_

\_\_\_\_\_  
**PAULETTE DOZIER a/k/a  
PAULETTE D. FOSSATI**  
*Individually and as President of Domenici  
Enterprises, Inc.*

Witness #2: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, personally appeared **PAULETTE DOZIER a/k/a PAULETTE D. FOSSATI** \_\_\_\_ who is personally known to me, or \_\_\_\_\_ who has presented \_\_\_\_\_ as identification, and has taken an oath, and who, after being first duly sworn, deposes and states that she has executed the foregoing Settlement Agreement, and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of April, 2014.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Initials: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_



Dated this \_\_\_\_ day of April, 2014.

Witness #1: \_\_\_\_\_

\_\_\_\_\_  
**DEBBIE ORTA**  
*Individually and as agent of Bassic Music, Inc.*

Witness #2: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, personally appeared **DEBBIE ORTA** \_\_\_\_\_ who is personally known to me, or \_\_\_\_\_ who has presented \_\_\_\_\_ as identification, and has taken an oath, and who, after being first duly sworn, deposes and states that she has executed the foregoing Settlement Agreement, and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of April, 2014.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Initials: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Dated this \_\_\_\_ day of April, 2014.

\_\_\_\_\_  
Witness #1: \_\_\_\_\_

\_\_\_\_\_  
**NICKY ORTA**  
*Individually and as Director of Bassic  
Music, Inc.*

\_\_\_\_\_  
Witness #2: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, personally appeared **NICKY ORTA** \_\_\_\_\_ who is personally known to me, or \_\_\_\_\_ who has presented \_\_\_\_\_ as identification, and has taken an oath, and who, after being first duly sworn, deposes and states that he has executed the foregoing Settlement Agreement, and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of April, 2014.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Initials: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Dated this \_\_\_\_ day of April, 2014.

Witness #1: \_\_\_\_\_

\_\_\_\_\_  
**ALEX REY**  
*As Manager of the Town of Miami Lakes  
and pursuant to Resolution No. 14-\_\_\_\_\_*

Witness #2: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, personally appeared **ALEX REY** \_\_\_ who is personally known to me, or \_\_\_ who has presented \_\_\_\_\_ as identification, and has taken an oath, and who, after being first duly sworn, deposes and states that he has executed the foregoing Settlement Agreement, and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of April, 2014.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Initials: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_