

IN THE CIRCUIT COURT OF THE
16th JUDICIAL CIRCUIT IN AND
FOR MONROE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.: 16-CA-000602-K

BERNARD J. BARLOW, III
and STACIE BARLOW,
individually and as guardians
of JACOBY BARLOW, a
minor, and REESE BARLOW,
a minor,

Plaintiffs,

v.

THE COOK GROUP, LLC, d/b/a SUNSET
TIKI BAR & GRILLE, KEY WEST
INTERVAL MANAGEMENT, INC.,
GALLEON AT KEY WEST, INC.,
GALLEON AT KEY WEST COMMUNITY
ASSOCIATION, INC., and THE GALLEON
RESORT CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

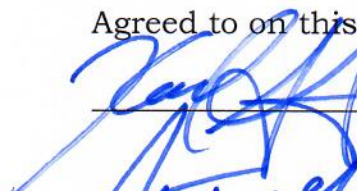

MEDIATION SETTLEMENT AGREEMENT

This case has been settled on this 7th day of June, 2017, on the following terms:


1. This case is now entirely settled for a total amount of \$10,750,000.00 (ten million seven hundred fifty thousand dollars), divided as follows:
 - a. The Cook Group, through their insurance carrier is paying \$1,000,000.00;
 - b. The Galleon Defendants through their insurance carriers are paying \$9,750,000.00.
2. Plaintiffs agree to execute full and complete releases of all claims including personal injury claims, consortium claims, familial claims and any other potential claims.
3. The Plaintiffs will seek apportionment of the settlement for the minor children, Jacoby Barlow and Reese Barlow.
4. The Plaintiffs will seek appointment of a Guardian Ad Litem to determine the fairness of the amount of the settlement to be awarded to the minor children.
5. Each party bears its own attorney's fees and costs.

6. The Plaintiffs may choose to structure this settlement and the Defendants agree to cooperate with that decision.
7. All parties agree to execute mutual releases and releases of interested insurance carriers, of any and all claims and/or potential cross-claims arising from the incident, including indemnity, contractual, extra-contractual, derivative claims and any other claims that might exist arising from this incident. The Galleon defendants/entities will agree to specifically execute a release in favor of their insurance carriers of any and all claims, including but not limited to, extra-contractual claims and claims for consequential damages. The releases will be circulated among the parties under separate cover.
8. Plaintiffs agree to satisfy all liens from the Veteran's Administration Hospital, MassHealth, Blue Cross Blue Shield of Massachusetts and any other lien holders.
9. Payments will be made promptly, but not to exceed 30 days after Court approval.

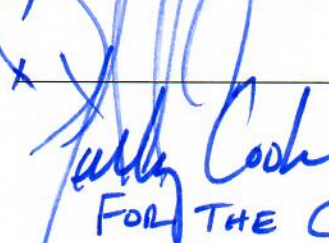
Agreed to on this 7th day of June, 2017.


 for Scottsdale

 Stuart E. Grossman for Plaintiff


 Paul W. Dwight
 Managing Counsel,
 Scottsdale Ins. Co.


 Ben Esco, on Behalf
 of Galleon Entities


 Attorney Cook Group ~~Attorney~~


 Kelly Cook
 FOR THE COOK GROUP