

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made between CONGREGATION 3401 PRAIRIE BAIS YESHAYA D’KERESTIR, INC. (“**Congregation 3401**”) and CITY OF MIAMI BEACH, FLORIDA (the “**City**”) (collectively referred to as the “**Parties**” and individually referred to as “**Party**”). This Agreement memorializes the settlement terms in the Settlement Term Sheet agreed to on June 2, 2023.

I. RECITALS

WHEREAS, on April 19, 2022, Congregation 3401 and Rabbi Arie Wohl (“Rabbi Wohl”) filed a federal court action in the United States District Court for the Southern District of Florida, styled *Congregation 3401 Prairie Bais Yeshaya D’Kerestir, Inc. and Rabbi Arie Wohl v. City of Miami Beach*, Case No. 22-cv-21213, against the City relating to City Code enforcement activity at Congregation 3401’s property located at 3401 Prairie Avenue, Miami Beach, Florida 33140 (the “Property”). On January 20, 2023, the Court entered an Order granting Rabbi Wohl’s dismissal from this action. On October 28, 2022, the City filed a Counterclaim seeking declaratory and injunctive relief (hereinafter collectively referred to as the “Federal Litigation”); and

WHEREAS, on August 26, 2022, Congregation 3401 filed a state court action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, styled *Congregation 3401 Prairie Bais Yeshaya D’Kerestir, Inc. v. City of Miami Beach et al.*, Case No. 2022-016099-CA-01 (the “State Court Litigation”) against the City and City employees and officials, including Daniel S. Gelber, Thomas R. Mooney, Steven H. Rothstein, Thomas Curitore, and Luis Negron (collectively, “Individual Defendants”); and

WHEREAS, the Parties have reached an amicable and final resolution of all claims and controversies that were, or could have been, raised, or concern or that relate to any and all claims between the Parties in the Federal Litigation and/or the State Court Litigation; and

WHEREAS, the Parties represent and warrant that they each have full and legal authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the aforesaid Recitals (which are incorporated into and shall be deemed a part of this Agreement), the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties to this Agreement, the Parties agree as follows:

II. APPROVAL OF AGREEMENT, SETTLEMENT PAYMENT, AND DISMISSAL OF LITIGATION

A. City Commission Approval. Upon execution and delivery of this Agreement by Congregation 3401, the City Attorney’s Office will submit this Agreement to the City Commission for approval during a meeting of the City Commission to be held on or around June 28, 2023 (“City Commission Approval”). The failure of the City Commission to provide City Commission Approval renders this Agreement null and void, and of no force or effect.

B. Effective Date. The Effective Date of this Agreement shall be the date of City Commission Approval provided *further* that the Federal Court having jurisdiction over this matter enters an order directing the parties to comply with the terms of this Agreement as provided in the Joint Motion for Entry of an Order Dismissing Action with Prejudice as provided in Paragraph D below (the **Dismissal Order**). Should the court decline to do so, then this Agreement shall be rendered null and void and of no force or effect notwithstanding City Commission Approval and the Settlement Payment shall be promptly returned to the City.

C. Settlement Payment. Subject to all of the terms and conditions of this Agreement, the City shall pay to Congregation 3401 a total amount of One Million and Three Hundred Thousand Dollars (\$1,300,000.00) within thirty days of the Effective Date to resolve all claims which have been raised, could have been raised, or concern or relate to any and all claims between the Parties in the Federal Litigation and State Court Litigation and/or that arise out of, or are related to the Property through and including the Effective Date (the “Settlement Payment”). Payment shall be made by check in U.S. Funds payable to “Saul Ewing Trust Account” and delivered to Saul Ewing LLP, c/o Franklin L. Zemel, 200 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301.

D. Joint Stipulation of Dismissal of Federal Litigation. Upon receipt of the Settlement Payment and its clearance of same, the Parties shall promptly file the Joint Motion for Entry of an Order Dismissing the Action with Prejudice in the Federal Litigation, attached hereto as Exhibit A. Saul Ewing shall not disburse any portion of the Settlement Payment until entry of the Order required under this Agreement.

E. Voluntary Dismissal of State Court Litigation. Upon entry of the Order required under Paragraph D herein, Congregation 3401 shall promptly file the Joint Notice of Voluntary Dismissal with Prejudice in the State Court Litigation, attached hereto as Exhibit B.

III. APPOINTMENT OF A NEUTRAL

A. The Parties agree to a three-year period for the appointment of a neutral (the “Neutral”) to hold probable cause hearing(s) (the “Neutral Proceedings”) as follows:

B. The subject matter of the Neutral Proceedings shall be any and all putative violations of the City Code of Ordinances (the “Code”) relating to the Property, with the exception of State, County, and City Building Code issues that involve life, safety, and unsafe structure violations as defined by Florida law.

C. There are currently two open City violations relating to the Property: City Code Case Nos. US2021-03693 and BVC21000694. The City will advise Congregation 3401 as to any and all outstanding Code violations and the steps required by Congregation 3401 to close those violations, in the same manner as may be applicable to any other similar Code violation. With regard to steps to close outstanding Code Violations, the City will reset any and all associated compliance dates and, to the extent permits are required to resolve the Code Violations, the City shall reset any and all associated deadlines for Congregation 3401 to obtain such permits. The Parties shall act in good faith as to all matters set forth in this Agreement. The City does not know

whether 3401 Prairie is currently in violation of any other provisions of the Code, since it does not have access to the Property, and therefore cannot give any representations or warranties regarding the condition of the Property.

D. The Neutral Proceedings shall be subject to the following procedures:

1. Subject to the terms set forth in this Agreement, the Neutral Proceedings shall be ex parte.
2. The Parties shall mutually agree to the appointment of an individual as the Neutral, who will serve for a three year term.
3. The Parties agree to a joint first session with the Neutral, at the City's expense for the Neutral's fees and costs, in which the Parties may present a relevant history of the Parties, issues relevant to the Property, and/or the Federal Litigation and the State Court Litigation.
4. The City agrees that the Neutral has the right, but is not obligated, to request information and/or evidence from Congregation 3401. To the extent Congregation is requested to provide information and/or evidence to the Neutral, such information and/or evidence shall also be provided to the City.
5. Any and all Neutral Proceedings shall be transcribed.
6. There shall be a report and/or written finding of the Neutral indicating whether probable cause exists to issue a notice of violation regarding the Code violation(s) ("Probable Cause Finding").
7. Copies of all evidence and testimony presented shall be provided to the Parties following announcement of the Probable Cause Finding.

E. If the Neutral finds that probable cause exists to issue a notice of violation regarding the Code violation(s), Congregation 3401 shall be entitled to the applicable cure periods as provided in the Code. Specifically, with respect to the Code's religious institutional use restrictions, any notice of violation shall provide 15 days to cease all non-residential use of the Property.

F. If the Neutral finds no probable cause for the Code violation(s), the City is responsible for the Neutral's fees and costs, including transcript fees. If the Neutral finds probable cause for the Code violation(s), and the issue is resolved during the applicable cure period before an enforcement proceeding, the Parties shall split the Neutral's fees and costs, including transcript fees. If the Neutral finds probable cause for the Code violation(s) and the matter proceeds to an enforcement proceeding, the Parties may recover the Neutral's fees and costs if it is the prevailing party as taxable costs. Except for claimed breaches of this Agreement, all enforcement related to Neutral Proceedings shall be in a Miami-Dade County court of competent jurisdiction.

G. In any court case, both trial and appellate, between the Parties for Code violation(s) or non-compliance with this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorneys' fees and costs.

H. The City shall not engage in video surveillance of the Property. The City shall not enter on to the Property without the owner's express consent, except under circumstances permitted by law with respect to any single-family residence.

IV. USE OF THE PROPERTY

A. Private Prayer Provision. The Parties agree for purposes of this Agreement that Congregation 3401 complies with the private prayer provision set forth in Section 114-1 of the Code, so long as Congregation 3401 complies with the following conditions (the "Private Prayer Provision"):

1. Congregation 3401 engages only in private minyan with its invited friends and guests and one member of the private group participating in private minyan resides in the home (the "Private Minyan").
2. Congregation 3401 does not have a dues-paying membership, or allow members of the public to attend the Private Minyan.
3. There will be no advertising or promotion of any kind of the Private Minyan, including any print, media, or internet advertising. A private text or WhatsApp communication to invited friends and guests does not constitute advertising or promotion.
4. There will be no commercial activity on the Property, including but not limited to any payment of dues, payment for any goods or services, or payment for religious or administrative staff for professional services (housekeeping services excepted), gift shop, school activity, or hall for hire.
5. Congregation 3401 shall not claim any property tax exemption available to any religious institutions.
6. The prayer room and the mikveh(s) do not violate the Private Prayer Provision provided that they are not used contrary to the terms set forth in this Agreement.

B. Parking. Congregation 3401 will keep parking on the Property's swale to a minimum, and shall instruct attendees of the Private Minyan to park in the Property's driveway and only on the Property's swale if no parking is available in the driveway. No more than eight (8) cars are permitted to park on the Property's swale at any given time (inclusive of the swale located along Prairie Avenue and 34th Street). Congregation 3401 shall add landscaping to the Property's swale, subject to the City's reasonable approval, to preclude the parking of more than eight (8) cars on the Property's swale. Congregation 3401 agrees to make these improvements

within six (6) months of the Effective Date. Congregation 3401 and attendees of the Private Minyan shall not park on other residents' swales without the resident's consent.

C. Resident Occupying the Property. There shall be a full-time resident at the Property in compliance with the Code.

D. Circulation Plan/Noise.

1. Congregation 3401 agrees to implement a circulation plan for ingress/egress to the Property to minimize disruption. For purposes of the Private Minyan, Congregation 3401 shall instruct its invited friends and guests to use the side door of the Property, and not any other door.
2. There shall be no outdoor amplifiers/speakers for the Private Minyan.

E. Property Maintenance. Congregation 3401 agrees to maintain the Property's swale and to install a combination of Grasspave 2 and TurfStone Pavers or other suitable permeable improvement to maintain the swale in good condition, subject to the City's reasonable approval of the turf paver product(s). Congregation 3401 shall be responsible for maintaining same in good condition (i.e., the turf paver must remain green at all times) and replacing turf pavers as necessary to maintain its appearance. Congregation 3401 agrees to install uniform pavers or other equivalent surface in the driveway and, consistent with the Code, shall be responsible for maintaining same in good condition, ordinary wear and tear excepted.

V. RELEASES

A. Congregation 3401's Release. Upon entry of the Dismissal Order, Congregation 3401 and all of its current and former officers, directors, managers, administrators, principals, members, invitees, stockholders, employees, independent contractors, servants, agents, representatives, parents, subsidiaries, businesses, affiliated entities, affiliates, predecessors, successors, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, "Congregation 3401 Releasers") hereby release, waive, and forever discharge the City, the Individual Defendants, and the Neighbors as defined in Section V(C) *infra*, and all of their former employees, officials, independent contractors, servants, agents, representatives, businesses, affiliated entities, affiliates, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, "City Releasees") from any and all claims, demands, causes of action, suits, proceedings, actions, liabilities, damages, debts, judgments, costs, attorneys' fees, and expenses of every kind and nature whatsoever (collectively, "Claims"), whether known or unknown, asserted or unasserted, that the Congregation 3401 Releasers now have, ever had, or may have, arising out of, resulting from, or relating to, directly or indirectly, the Federal Litigation and/or the State Court Litigation, and/or that arise out of, or are related to the Property through and including the Effective Date. The Congregation 3401 Releasers agree not to proceed in any manner, in any forum or other proceeding, whether at law, in equity, or otherwise, or to solicit others to institute any such actions or proceedings against the City Releasees relating to claims and controversies that were, or could have been, asserted in the

Federal Litigation and/or the State Court Litigation, and/or that arise out of, or are related to, the Property through and including the Effective Date.

B. The City's Release. Upon entry of the Dismissal Order, the City and all of its current and former officers, directors, managers, administrators, principals, members, stockholders, employees, independent contractors, servants, agents, representatives, parents, subsidiaries, businesses, affiliated entities, affiliates, predecessors, successors, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, "City Releasers") hereby release, waive, and forever discharge Congregation 3401 (including Rabbi Wohl) and all of its current and former employees, officials, independent contractors, servants, agents, representatives, businesses, affiliated entities, affiliates, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, "Congregation 3401 Releasees") from any and all claims, demands, causes of action, suits, proceedings, actions, liabilities, damages, debts, judgments, costs, attorneys' fees, and expenses of every kind and nature whatsoever (collectively, "Claims"), whether known or unknown, asserted or unasserted, that the City Releasers now have, ever had, or may have, arising out of, resulting from, or relating to, directly or indirectly, the Federal and State Court Litigation, and/or that arise out of, or are related to the Property through and including the Effective Date. The City Releasers agree not to proceed in any manner, in any forum or other proceeding, whether at law, in equity, or otherwise, or to solicit others to institute any such actions or proceedings against the Congregation 3401 Releasees relating to claims and controversies that were, or could have been, asserted in the Federal Litigations and/or the State Court Litigation and/or that arise out of, or are related to the Property through and including the Effective Date.

C. Individual Defendants' and Neighbors' Release. Within thirty (30) days of the entry of the Dismissal Order, the Parties shall also attempt to enter into approved releases, a copy of which is attached hereto as Exhibit C, with the Individual Defendants and any neighbors who elect to do so (collectively, the "Neighbors") for all claims and controversies that were, or could have been, raised, or concern or relate to, any and all claims between the Parties in the Federal Litigation and/or the State Court Litigation and/or that arise out of, or are related to the Property through and including the Effective Date. The release will not cover future conduct (i.e., any conduct occurring on or after the Effective Date). If an Individual Defendant declines to sign a release and then files a lawsuit against Congregation 3401 (or Rabbi Wohl) regarding any claim covered by the release, the City will defend and indemnify Congregation 3401 for such claim, if any.

D. Warranty of Capacity to Execute Agreement and Release. The Parties represent and warrant that they have the full legal right, capacity, and authority to execute this Agreement and to make the promises, representations, and warranties contained herein. The Parties further represent and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

E. Changes in Law. Nothing in this Agreement shall preclude the City from revising or changing its existing Code, or any of its existing rules, policies, or procedures; however, any such changes or revisions shall not impede or prejudice any of the terms or conditions of this

Agreement. The terms and conditions of Section III (Appointment of Neutral) and IV (Use of the Property) of this Agreement shall apply to Congregation 3401 and to any successor entity, but only so long as the current principal/owners thereof (Robert A. Goodfriend and Barry B. Brecher or their respective heirs) maintain an ownership interest in either the Property or the successor entity owning the Property. Except as provided herein, the terms and conditions of Sections III and IV of this Agreement shall not apply to any successor or assign of Congregation 3401. Subject to the first sentence, nothing in this Agreement shall interfere with the City's right to regulate or use City property in the future in a way generally applicable to all of Congregation 3401's neighbors.

F. Nothing in this Agreement shall in any way preclude the Parties from asserting any claim against the other Party for conduct occurring after the Effective Date hereof, including but not limited to claims which Congregation 3401 believes arise under the First Amendment or which the City believes violates any provision of law not specifically covered by this Agreement.

VI. MISCELLANEOUS PROVISIONS

A. Counterparts. This Agreement may be executed in counterparts and transmission of e-mail signatures shall, for purposes of this enforcement of this Agreement, be deemed sufficient.

B. Governing Law and Consent to Jurisdiction. The terms of this Agreement are to be governed according to the laws of the State of Florida. The Parties acknowledge and agree that the terms of this Agreement and any other document or agreement executed and delivered in connection herewith shall be enforced in Miami-Dade County, Florida.

C. Entire Agreement. This Agreement constitutes the entire agreement by and between the Parties with respect to all issues raised in the Agreement. The Parties acknowledge that there are no communications or oral understandings between the Parties contrary to or different from this Agreement. Any modification to this Agreement, in order to be enforceable, must be in writing and signed by the Parties. The Parties agree that if any term in this Agreement is held to be void, voidable, unlawful or unenforceable, the remaining portion of the Agreement shall remain in full force and effect.

D. Further Assurances. The Parties shall execute all documents necessary and appropriate to finally settle this matter. The Parties further agree to execute all documents necessary and appropriate to effectuate the Parties' intentions hereunder.

E. Representation by Counsel. The Parties represent that they are represented by counsel of their own choice who have explained the entire contents and legal consequences of this Agreement. The Parties further represent and warrant that they have read this Agreement completely and thoroughly and have had the opportunity to consult with their counsel about the meaning and effect of this Agreement.

F. No Admissions. The Parties agree to enter into this Agreement for their convenience only. This Agreement shall not be construed as an admission of liability or wrongdoing and may not be offered or received in evidence in any action or proceeding as evidence

or an admission of liability or wrongdoing. By entering into this Agreement, the Parties acknowledge no liability or wrongdoing, including by the Individual Defendants in the State Court Litigation. All such liability or wrongdoing is expressly denied.

G. Mutually Drafted. The Parties acknowledge that the drafting of this Agreement is a mutual effort among the Parties and their counsel and that this Agreement is not to be construed against either Party as the drafter.

IN WITNESS WHEREOF, the City of Miami Beach and Congregation 3401 Prairie Bais Yeshaya D’Kerestir, Inc. have caused their duly authorized representatives to execute this Agreement.


THE CITY OF MIAMI BEACH

By: _____ Date: _____

(print name)

(title)

**CONGREGATION 3401 PRAIRIE BAIS
YESHAYA D’KERESTIR, INC.**

By:  _____ Date: 6/23/2023
Barry B. Brecher (print name)
N.P. Managing Member (title)

133126916

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO. 22-21213-CIV-ALTONAGA/Torres

CONGREGATION 3401 PRAIRIE
BAIS YESHAYA D'KERESTIR, INC.,

Plaintiff/Counter-Defendant,

v.

CITY OF MIAMI BEACH,
a municipal corporation,

Defendant/Counter-Plaintiff.

_____ /

**JOINT MOTION FOR ENTRY OF ORDER
DISMISSING ACTION WITH PREJUDICE**

Defendant City of Miami Beach (the “City”) and Plaintiff Congregation 3401 Prairie Bais Yeshaya D’Kerestir, Inc. (“Congregation 3401”) (collectively, the “Parties”), having reached a settlement in the above-styled action, and upon joint stipulation and agreement, respectfully request that the Court enter an Order directing the Parties to comply with the terms of their Settlement Agreement, which is a material term of the Settlement Agreement, a copy of which is attached here to as Exhibit A, and dismissing the above-styled action with prejudice, with all parties to bear their own attorneys’ fees and costs. The Parties also request that the Court reserve jurisdiction to enforce the Parties’ Settlement Agreement and to enter orders necessary for its enforcement.

Dated: June __, 2023

/s/

Franklin L. Zemel (FBN 816620)
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Alan R. Poppe (FBN 0186872)
alan.poppe@saul.com
Ariel D. Deitchman (FBN 118163)
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Telephone: (954) 713-7600

*Attorneys for Plaintiff Congregation 3401
Prairie Bais Yeshaya D'Kerestir, Inc.*

Respectfully submitted,

/s/

Enrique D. Arana (FBN 189316)
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Alan Rosenthal (FBN 220833)
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Natalie J. Carlos (FBN 0146269)
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Scott E. Byers (FBN 68372)
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Rachel A. Oostendorp (FBN 105450)
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2 MiamiCentral, Suite 1200
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Miami, Florida 33136
Telephone: (305) 530-0050
Facsimile: (305) 530-0055

Attorneys for Defendant City of Miami Beach

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _____ day of June, 2023, I electronically filed the foregoing with the Clerk of the Court using CM/ECF, which in turn will automatically generate a Notice of Electronic Filing to all parties in the case who are registered users of the CM/ECF system.

/s/ _____

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO. 22-21213-CIV-ALTONAGA/Torres

CONGREGATION 3401 PRAIRIE
BAIS YESHAYA D'KERESTIR, INC.,

Plaintiff/Counter-Defendant,

v.

CITY OF MIAMI BEACH,
a municipal corporation,

Defendant/Counter-Plaintiff.

**ORDER GRANTING JOINT MOTION FOR ENTRY OF ORDER
DISMISSING ACTION WITH PREJUDICE**

THIS CAUSE came before the Court on the Parties' Joint Motion for Entry of Order Dismissing Action with Prejudice [ECF No. ____] the ("Motion"). Being fully advised, it is

ORDERED AND ADJUDGED that the Motion is **GRANTED**. Upon joint stipulation and agreement of the Parties, and after finding that the Parties have reached a settlement, the above-styled action is hereby **DISMISSED WITH PREJUDICE**, with all parties to bear their own attorneys' fees and costs. The Parties are directed to comply with the terms of their Settlement Agreement. The Court reserves jurisdiction to enforce the Parties' Settlement Agreement and to enter orders necessary for its enforcement.

DONE AND ORDERED in Miami, Florida, this ____ day of June, 2023.

CECILIA M. ALTONAGA
CHIEF UNITED STATES DISTRICT JUDGE

cc: Counsel of Record

EXHIBIT B

EXECUTION COPY

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2022-016099-CA-01
SECTION CA 25

CONGREGATION 3401 PRAIRIE
BAIS YESHAYA D'KERESTIR, INC.,

Plaintiff,

vs.

CITY OF MIAMI BEACH, a municipal
corporation, DANIEL S. GELBER,
Mayor of the City of Miami Beach,
THOMAS R. MOONEY, Planning Director
for the City of Miami Beach, STEVEN H.
ROTHSTEIN, Deputy City Attorney for the
City of Miami Beach, THOMAS CURITORE,
Assistant Director of Code Compliance for
the City of Miami Beach, and LUIS NEGRON,
Code Compliance Officer for the
City of Miami Beach,

Defendants.

JOINT NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Pursuant to Rule 1.420(a)(1) of the Florida Rules of Civil Procedure, Plaintiff Congregation 3401 Prairie Bais Yeshaya D'Kerestir, Inc. ("Plaintiff") and Defendants City of Miami Beach, Mayor Daniel S. Gelber, Thomas R. Mooney, Steven H. Rothstein, Thomas Curitore, and Luis Negrón (collectively, "Defendants") (collectively, the "Parties") hereby submit this Joint Notice of Voluntary Dismissal of this action with Prejudice, with each party to bear its own fees and costs. By submitting this Joint Notice of Voluntary Dismissal, the Parties acknowledge no liability or wrongdoing, and Defendants expressly deny any such liability or wrongdoing. In addition, Mayor Daniel S. Gelber expressly denies all wrongdoing alleged by

Plaintiff, in particular the Mayor denies that he was involved in the decision-making process regarding the issuance of the Notice of Violation, that he was involved in the issuance of the Violation by the Code Enforcement Department, or that he even had the legal authority to direct City Staff to take any action against Plaintiff. Additionally, Steven H. Rothstein expressly denies all wrongdoing alleged against him by Plaintiff and further contends that all of his actions relating to 3401 Prairie Avenue were performed in conformity with his ethical and professional responsibilities as an attorney for the City of Miami Beach.

Dated: June __, 2023

Respectfully submitted,

By: _____
Franklin L. Zemel, Esq. (FBN 816620)
Alan R. Poppe, Esq. (FBN 0186872)
Ariel D. Deitchman, Esq. (FBN 118163)
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By: _____
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*Attorneys for Plaintiff Congregation 3401
Prairie Bais Yeshaya D'Kerestir, Inc.*

*Attorneys for Defendants City of Miami Beach,
Daniel S. Gelber, Thomas R. Mooney, and
Thomas Curitore*

By: _____
Robert L. Switkes, Esq. (FBN 241059)
Bradley F. Zappala, Esq. (FBN 111829)
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By: _____
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Facsimile: (305) 416-3190
fla@lydecker.com

Attorneys for Defendant Luis Negron

*Attorneys for Defendant
Steven H. Rothstein, Esq.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _____ day of June, 2023, a true and correct copy of the foregoing document was filed electronically through the Florida Courts E-Filing Portal which electronically served all counsel of record including:

Enrique D. Arana, Esq.
Scott E. Byers, Esq.
Rachel A. Oostendorp, Esq.
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*Attorneys for Defendants City of Miami Beach,
Daniel S. Gelber, Thomas Mooney, and Thomas
Curitore*

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*Attorneys for Defendant
Steven H. Rothstein, Esq.*

Franklin L. Zemel

EXHIBIT C

RELEASE

THIS RELEASE (“Release”) is made between CONGREGATION 3401 PRAIRIE BAIS YESHAYA D’KERESTIR, INC. (“**Congregation 3401**”) and _____ (collectively referred to as the “**Parties**” and individually referred to as “**Party**”).

RECITALS

WHEREAS, on April 19, 2022, Congregation 3401 filed a federal court action in the United States District Court for the Southern District of Florida, styled *Congregation 3401 Prairie Bais Yeshaya D’Kerestir, Inc. et al. v. City of Miami Beach*, Case No. 22-cv-21213. On October 28, 2022, the City of Miami Beach (the “City”) filed a Counterclaim (hereinafter collectively referred to as the “Federal Litigation”); and

WHEREAS, on August 26, 2022, Congregation 3401 filed a state court action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, styled *Congregation 3401 Prairie Bais Yeshaya D’Kerestir, Inc. v. City of Miami Beach et al.*, Case No. 2022-016099-CA-01 (the “State Court Litigation”); and

WHEREAS, Congregation 3401 and the City reached an amicable and final resolution of all claims made in the Federal Litigation and/or the State Court Litigation (the “Settlement”), which was approved by the City Commission.

NOW, THEREFORE, in connection with the Settlement, and in consideration of the aforesaid Recitals (which are hereby incorporated into and shall be deemed a part of this Release), the Parties agree as follows:

1. Congregation 3401’s Release. Congregation 3401 and all of its current and former officers, directors, managers, administrators, principals, members, stockholders, employees, independent contractors, servants, agents, representatives, parents, subsidiaries, businesses, affiliated entities, affiliates, predecessors, successors, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, “Congregation 3401 Releasers”) hereby release, waive, and forever discharge _____, and all of his or her current and former independent contractors, servants, agents, representatives, businesses, affiliated entities, affiliates, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, “_____”) from any and all claims, demands, causes of action, suits, proceedings, actions, liabilities, damages, debts, judgments, costs, attorneys’ fees, and expenses of every kind and nature whatsoever (collectively, “Claims”), whether known or unknown, asserted or unasserted, that the Congregation 3401 Releasers now have, ever had, or may have, arising out of, resulting from, or relating to, directly or indirectly, the Federal Litigation and/or the State Court Litigation, and/or that arise out of, or are related to the Property through and including the Effective Date. The Congregation 3401 Releasers agree not to proceed in any manner, in any forum or other proceeding, whether at law, in equity, or otherwise, or to solicit others to institute any such actions or proceedings against _____ relating to claims and controversies that were, or could have been, asserted in the Federal Litigation and/or the State Court Litigation, and/or that

arise out of, or are related to, the property located at 3401 Prairie Avenue, Miami Beach, Florida 33140 (the "Property") through and including the date of the execution of this Release.

2. _____'s Release. _____ and all of his or her current and former independent contractors, servants, agents, representatives, parents, subsidiaries, businesses, affiliated entities, affiliates, predecessors, successors, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, "_____") hereby releases, waives, and forever discharges Congregation 3401 and all of its current and former employees, officials, independent contractors, servants, agents, representatives, businesses, affiliated entities, affiliates, indemnitors, insurers, reinsurers, excess insurers, attorneys, heirs, beneficiaries, and assigns (collectively, "Congregation 3401 Releasees") from any and all claims, demands, causes of action, suits, proceedings, actions, liabilities, damages, debts, judgments, costs, attorneys' fees, and expenses of every kind and nature whatsoever (collectively, "Claims"), whether known or unknown, asserted or unasserted, that _____ now has, ever had, or may have, arising out of, resulting from, or relating to, directly or indirectly, the Federal Litigation and the State Court Litigation, and/or that arise out of, or are related to the Property through and including the Effective Date. _____ agrees not to proceed in any manner, in any forum or other proceeding, whether at law, in equity, or otherwise, or to solicit others to institute any such actions or proceedings against the Congregation 3401 Releasees relating to claims and controversies that were, or could have been, asserted in the Federal Litigation and/or the State Court Litigation and/or that arise out of, or are related to the Property through and including the date of the execution this Release.

IN WITNESS WHEREOF, Congregation 3401 Prairie Bais Yeshaya D'Kerestir, Inc. and _____ execute and/or have caused their duly authorized representatives to execute this Release.

**CONGREGATION 3401 PRAIRIE BAIS YESHAYA
D'KERESTIR, INC.**

By: _____

Date: _____

_____ (print name)

_____ (title)

By: _____

_____ (print name)

Date: _____

_____ (title)