

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is entered into by and between the South Broward Hospital District d/b/a Memorial Healthcare System, a Florida special tax district ("Memorial"), the City of Pembroke Pines, Florida, a Florida municipality (the "City"), and Davie Medical Center, LLC d/b/a HCA Florida University Hospital, a Florida limited liability company ("University Hospital"). Memorial, the City, and University Hospital are hereafter referred to individually as "a Party" and collectively as "the Parties."

### **R E C I T A L S :**

WHEREAS, the City's Commission rendered Commission Order No. 2023-1 (the "Commission Order") on June 15, 2023, which approved a site plan application submitted by University Hospital to construct a hospital-based off-campus emergency department on the property located at 10100 Pines Boulevard (the "Property"); and

WHEREAS, on July 12, 2023, Memorial commenced a first-tier certiorari proceeding relating to the Commission Order against University Hospital and the City in the Seventeenth Judicial Circuit in and for Broward County Florida, Case No. CACE-23-015622 (the "First-Tier Certiorari Proceeding"); and

WHEREAS, on July 12, 2023, Memorial also commenced a proceeding pursuant to § 163.3215(3), Fla. Stat. and relating to the Commission Order against University Hospital and the City in the Seventeenth Judicial Circuit in and for Broward County Florida, Case No. CACE-23-015608 (the "Consistency Challenge"); and

WHEREAS, on May 16, 2024, an order denying the Petition for Writ of Certiorari was entered by the Court in the First-Tier Certiorari Proceeding (the “Circuit Court Order”); and

WHEREAS, on June 14, 2024, Memorial commenced a second-tier certiorari proceeding relating to the Circuit Court Order against the City and University Hospital in the Florida Fourth District Court of Appeal, Case No. 4D2024-1555 (the “Second-Tier Certiorari Proceeding”); and

WHEREAS, on August 7, 2024, an order denying the Petition for Writ of Certiorari was entered by the Court in the Second-Tier Certiorari Proceeding (the “DCA Order”); and

WHEREAS, the Parties desire to settle and resolve any and all issues, matters, disputes, differences, allegations and claims of any kind or nature whatsoever which the Parties have or could have asserted in the Consistency Challenge, the First-Tier Certiorari Proceeding and/or the Second-Tier Certiorari Proceeding conditioned upon full performance with the terms of this Agreement; and

WHEREAS, each of the Parties, having fully reviewed this Agreement and believing it to be fair, just and reasonable in all respects, have assented freely and voluntarily to all of its terms;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and in consideration of the obligations and duties assumed by each Party, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Dismissal Of The Consistency Challenge. The Parties hereby stipulate and agree that the Consistency Challenge shall be dismissed with prejudice and with each Party bearing its own attorney's fees and costs. Immediately after this Agreement is fully executed, Memorial shall file in the Consistency Challenge: (a) a copy of this Agreement; and (b) a Joint Stipulation requesting that the Court enter an Order approving this Agreement, dismissing the Consistency Challenge with prejudice, and providing that each Party shall bear its own attorney's fees and costs in the Consistency Challenge. Simultaneous with the filing of this Agreement and the Joint Stipulation, Memorial shall also transmit a courtesy copy of the Joint Stipulation and a proposed Dismissal Order to the Court for entry. A copy of the Joint Stipulation and the proposed Dismissal Order are attached hereto as Exhibits "A" and "B."

2. Limited Mutual Release. The Parties further stipulate and agree that by their execution of this Agreement, such execution shall have the same effect as if Memorial (the "First Party") and the City and University Hospital (collectively the "Second Party") executed and exchanged a limited mutual release only on the terms set forth in the next paragraph. The terms "First Party" and "Second Party" shall include in their broadest sense: the singular, plural, as well as each respective Party's parent companies, all subsidiary companies, all affiliated companies, all related companies, all present and former heirs, all legal representatives, attorneys, executors, predecessors, successors, assigns, trustees, officers, directors, shareholders, managers, members, managing members, owners, principals, employees, commissioners and/or agents of any kind, as well as anyone else claiming by, through, under

or against any of the foregoing entities and/or individuals.

The First Party and Second Party, in exchange for valuable consideration received from one another, the receipt and sufficiency of which consideration is hereby acknowledged by First Party and Second Party, hereby release, acquit, and forever discharge one another of any and all claims, demands, charges, proceedings, complaints, causes of action, suits, obligations, accrued benefits, debts, losses, damages of any kind (including incidental, consequential, and punitive damages), actions, disputes, dues, sums of money, liens, covenants, contracts, torts, controversies, agreements, promises, guarantees, accounts, bonds, judgments, attorney's fees, costs, expenses, sanctions, executions, or other liabilities of any kind or character, including, without limitation, any liability pursuant to § 57.041, Fla. Stat., § 163.3215(6), Fla. Stat., and/or § 163.3215(8)(c), Fla. Stat., arising directly from the Commission Order, the Consistency Challenge, the First-Tier Certiorari Proceeding, the Second-Tier Certiorari Proceeding, the Circuit Court Order and/or the DCA Order, as may exist on or before the date this Agreement is fully executed by the Parties or which may accrue as a result of the dismissal of the Consistency Challenge. With respect to any claims for alleged malicious prosecution, disparagement of title, abuse of process, and tortious interference only, arising directly from the Commission Order, the Consistency Challenge, the First-Tier Certiorari Proceeding, the Second-Tier Certiorari Proceeding, the Circuit Court Order and/or the DCA Order, it is the intent of the Parties that such claims, regardless of when or how they accrue, are included in this release.

4. Advice of Counsel. Each of the Parties represent and confirm that they have read this Agreement in its entirety, either received or had an opportunity to receive independent legal advice as to the nature and obligations of this Agreement, and have entered into this Agreement voluntarily and of their own free will and accord without any threat of force or duress in any form or nature whatsoever.

5. Consideration. The consideration for this Agreement is the mutual benefits conferred by the Parties upon one another that presently exist, or are to be obtained by the Parties, and the promises of each to the other as set forth herein.

6. Joint Agreement. This Agreement shall be considered the joint product of the Parties and in the event of any controversy as to the construction, interpretation or enforcement of any provision hereof, such controversy shall not be construed against any Party as the alleged drafter of this Agreement. It is the intent of the Parties that this Agreement shall be deemed to have been prepared by all of the Parties to the end that no Party shall be entitled to the benefits of any favorable interpretation or construction of any term or provision hereof under any rule or law.

7. Entire Agreement. This Agreement sets forth the Parties' entire understanding, and supersedes all previous oral and written agreements, if any, and may not be amended, altered or modified except by a written instrument signed by all of the Parties.

8. Authorization. The Parties represent and confirm that the individuals signing this Agreement on their behalf are fully authorized and

empowered to do so.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but together, shall constitute but one in the same agreement. For purposes of this Agreement, a copy shall have the same force and effect as the original.

The Parties hereto have executed this Agreement, with the intent to be legally bound, on the date(s) written below.

**South Broward Hospital District  
d/b/a Memorial Healthcare System,  
a Florida special tax district**

**City Of Pembroke Pines, Florida,  
a Florida municipality**

By\_\_\_\_\_

By\_\_\_\_\_

Print Name:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title/Position:\_\_\_\_\_

Title/Position:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**Davie Medical Center, LLC d/b/a HCA  
Florida University Hospital, a Florida  
limited liability company**

By\_\_\_\_\_

Print Name:\_\_\_\_\_

Title/Position:\_\_\_\_\_

Date:\_\_\_\_\_

## **Exhibit “A”**

IN THE CIRCUIT COURT OF THE  
17TH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE-23-015608

SOUTH BROWARD HOSPITAL DISTRICT  
d/b/a MEMORIAL HEALTHCARE  
SYSTEM,

Plaintiff,

v.

DAVIE MEDICAL CENTER, LLC d/b/a  
HCA FLORIDA UNIVERSITY HOSPITAL  
and CITY OF PEMBROKE PINES,  
FLORIDA,

Defendants.

\_\_\_\_\_/

**JOINT STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE**

Plaintiff, SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, a Florida special tax district, and Defendants, DAVIE MEDICAL CENTER, LLC d/b/a HCA FLORIDA UNIVERSITY HOSPITAL, a Florida limited liability company and CITY OF PEMBROKE PINES, FLORIDA, a Florida municipality (each of whom is referred to separately as a “Party” and all of whom are referred to collectively as the “Parties”), by and through their undersigned counsel, hereby stipulate to the dismissal of this proceeding and thus move this Court, pursuant to Rule 1.420(a)(2) of the Florida Rules of Civil Procedure, for entry of an Order dismissing this proceeding with prejudice and providing that each Party shall bear its own attorney’s fees and costs in this proceeding. A copy of the proposed Dismissal Order is attached hereto as Exhibit “1.”



Dated: March \_\_\_\_, 2025.

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## **EXHIBIT #1**

IN THE CIRCUIT COURT OF THE  
17TH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE-23-015608

SOUTH BROWARD HOSPITAL DISTRICT  
d/b/a MEMORIAL HEALTHCARE  
SYSTEM,

Plaintiff,

v.

DAVIE MEDICAL CENTER, LLC d/b/a  
HCA FLORIDA UNIVERSITY HOSPITAL  
and CITY OF PEMBROKE PINES,  
FLORIDA,

Defendants.

\_\_\_\_\_/

**AGREED ORDER OF DISMISSAL WITH PREJUDICE**

THIS CAUSE, having come before the Court upon the Joint Stipulation Of Settlement And Dismissal With Prejudice (“Joint Stipulation”) of Plaintiff, SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, a Florida special tax district, and Defendants, DAVIE MEDICAL CENTER, LLC d/b/a HCA FLORIDA UNIVERSITY HOSPITAL, a Florida limited liability company and CITY OF PEMBROKE PINES, FLORIDA, a Florida municipality (each of whom is referred to separately as a “Party” and all of whom are referred to collectively as the “Parties”), and the Court having reviewed the Joint Stipulation and being otherwise advised in the premises, does hereby **ORDER AND ADJUDGE:**

1. In accordance with the terms of the Joint Stipulation, the Court hereby dismisses this proceeding with prejudice and each Party shall bear its own attorney's fees and costs in this proceeding.

**DONE AND ORDERED** in Fort Lauderdale, Broward County, Florida on this \_\_\_\_\_ day of March, 2025.

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Honorable Michael Robinson  
Circuit Court Judge

cc: Scott M. Zaslav, Esquire  
Todd A. Armbruster, Esquire  
Michael D. Cirullo, Jr., Esquire  
Samuel S. Goren, Esquire  
E. Bruce Johnson, Esquire  
Christopher J. Stearns, Esquire  
Hudson C. Gill, Esquire  
Walter J. Taché, Esquire  
Jessica Melendez, Esquire

## **Exhibit “B”**

IN THE CIRCUIT COURT OF THE  
17TH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE-23-015608

SOUTH BROWARD HOSPITAL DISTRICT  
d/b/a MEMORIAL HEALTHCARE  
SYSTEM,

Plaintiff,

v.

DAVIE MEDICAL CENTER, LLC d/b/a  
HCA FLORIDA UNIVERSITY HOSPITAL  
and CITY OF PEMBROKE PINES,  
FLORIDA,

Defendants.

\_\_\_\_\_/

**AGREED ORDER OF DISMISSAL WITH PREJUDICE**

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1. In accordance with the terms of the Joint Stipulation, the Court hereby dismisses this proceeding with prejudice and each Party shall bear its own attorney's fees and costs in this proceeding.

**DONE AND ORDERED** in Fort Lauderdale, Broward County, Florida on this \_\_\_\_\_ day of March, 2025.

---

Honorable Michael Robinson  
Circuit Court Judge

cc: Scott M. Zaslav, Esquire  
Todd A. Armbruster, Esquire  
Michael D. Cirullo, Jr., Esquire  
Samuel S. Goren, Esquire  
E. Bruce Johnson, Esquire  
Christopher J. Stearns, Esquire  
Hudson C. Gill, Esquire  
Walter J. Taché, Esquire  
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