

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

CASE NO. 2025-001578-CA-01

GIANCARLO SCHWARZ
and DIANA SCHWARZ,
as Parents and Natural Guardians of
G.S., a Minor,

Plaintiffs,

v.

CITY OF NORTH MIAMI BEACH,
a Political Subdivision of the State of Florida,

Defendant.

**PLAINTIFFS' MOTION TO ENFORCE SETTLEMENT, COMPEL EXECUTION OF
RELEASE WITH QUALIFIED ASSIGNMENT LANGUAGE, AND FOR AWARD OF
ATTORNEY'S FEES, COSTS, AND INTEREST**

COME NOW the Plaintiffs, GIANCARLO SCHWARZ and DIANA SCHWARZ, as Parents and Natural Guardians of G.S., a Minor, by and through undersigned counsel, and hereby move this Honorable Court for entry of an Order enforcing the parties' settlement agreement, compelling Defendant to provide a release containing the necessary qualified assignment language required for the structured settlement of the minor's claim, and awarding attorney's fees, costs, and interest incurred as a result of Defendant's failure to comply with the settlement agreement, and as grounds therefore state:

1. This action arises from claims asserted by Plaintiffs against Defendant, CITY OF NORTH MIAMI BEACH.
2. On or about February 5, 2026, the parties reached a binding settlement agreement resolving all claims asserted in this action. Due to the confidential nature of the settlement, Plaintiffs are prepared to provide the settlement agreement for in-camera inspection by the Court if necessary.

3. Because the settlement involves a minor claimant, the parties contemplated that the minor's net recovery would be protected through a structured settlement arrangement.
4. Following settlement, Plaintiffs and their representatives undertook the necessary steps to resolve outstanding medical liens, medical bills, and related obligations in order to determine the minor's net settlement proceeds available for funding the structure.
5. Upon determination of the net proceeds, the minor's parents selected an appropriate structured settlement plan designed to protect and preserve the minor's recovery.
6. In order for the structured settlement to be funded and maintained in compliance with applicable tax and assignment requirements, the settlement release must contain specific qualified assignment language customarily required by structured settlement companies and annuity issuers.
7. Plaintiffs provided Defendant's counsel with the proposed qualified assignment language and requested that such language be incorporated into the settlement and release documents.
8. The requested language is necessary to preserve the integrity of the structured settlement transaction and is routinely included in releases involving structured settlements.
9. Since providing the proposed language, Plaintiffs have made numerous good-faith efforts to obtain Defendant's cooperation and finalize the release documents, including multiple emails, telephone calls, and follow-up communications directed to defense counsel.
10. Despite these repeated efforts, Defendant has failed and refused to provide a release containing the necessary language, has failed to meaningfully respond to Plaintiffs' requests, and has effectively prevented consummation of the settlement agreement.
11. Defendant's conduct has unnecessarily delayed completion of the settlement and has prevented the minor from receiving the benefits of the negotiated structured settlement.
12. Plaintiffs have incurred additional attorney's fees and costs in attempting to secure Defendant's compliance with the settlement agreement and in preparing and filing the instant motion.
13. Upon information and belief, similar issues concerning Defendant's failure to timely comply with court directives and settlement obligations have previously resulted in sanctions and judicial intervention in this matter.
14. Plaintiffs have fully performed all obligations required of them under the settlement agreement and remain ready, willing, and able to execute appropriate settlement documents immediately upon receipt of a release containing the necessary qualified assignment language.

15. Equity and fundamental fairness require enforcement of the parties' settlement agreement and entry of an order compelling Defendant to promptly provide a release containing the qualified assignment language necessary to complete the structured settlement transaction.

16. Plaintiffs further seek an award of attorney's fees, taxable costs, and prejudgment interest or other appropriate interest resulting from Defendant's delay in funding and completing the settlement.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

- a) Enter an Order enforcing the parties' February 5, 2026 settlement agreement;
- b) Compel Defendant to provide and execute settlement and release documents containing the qualified assignment language required for funding the structured settlement;
- c) Establish a date certain by which Defendant must provide the release and complete all settlement obligations;
- d) Award Plaintiffs their reasonable attorney's fees and costs incurred in connection with enforcing the settlement agreement;
- e) Award interest resulting from Defendant's delay in completing and funding the settlement;
- f) Retain jurisdiction to enforce the terms of the settlement agreement and any order entered pursuant to this Motion; and
- g) Grant such other and further relief as this Court deems just and proper.

CERTIFICATE PURSUANT TO J.A. RULE 2.515(d)(2)

The undersigned hereby certifies that generative artificial intelligence was used in the preparation of this submission. The undersigned certifies that s/he has read and verified the accuracy of every citation to the law and/or the record, and the accuracy of any language drafted by the generative artificial intelligence, including quotations, citations, paraphrased assertions, facts, and legal analysis, and accepts full responsibility for the contents of this submission. The signer represents that the legal authorities identified exist and are accurately cited.

1.202 (b) CERTIFICATE OF CONFERRAL

I certify that prior to filing this motion, I attempted to discuss the relief requested in this motion by email to opposing counsel, Ahmand Johnson and his paralegal, Gloria Donaire via email on 6/8/26. The opposing party did not respond.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Florida Courts E-Filing Portal and electronic mail on June 8, 2026 upon Ahmand R. Johnson,

Esq. GREENSPOON MARDER LLP Counsel for Defendant ahmand.johnson@gmlaw.com;
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