

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No.: 25-62013-CIV-DAMIAN/Valle

SELINA METLOW and GARY  
MILLER,

Plaintiffs,

v.

CITY OF FORT LAUDERDALE,  
a Florida Municipal Corporation,

Defendant.

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered on this \_\_\_\_ day of December 2025, by and between Selina Metlow and Gary Miller ("Plaintiffs"), owners of a business known as "Astrology Crystal Visions Boutique" ("Business") located at 1263 East Las Olas Boulevard, Suite #203, Fort Lauderdale, Florida, 33301 ("Location"), and the City of Fort Lauderdale, a municipal corporation of the State of Florida ("City").

**WHEREAS**, the Plaintiffs obtained a retail business tax receipt from the City for the Business to operate a new age "gift shop, selling crystals, candles, books, incense, oils, cards, charts, and other items related to spirituality and astrology" at the Location.

**WHEREAS**, the Plaintiffs, as part of the Business, also offer fortune telling and psychic reading services in the form of chakra balancing, tarot card reading, and palmistry and chiromancy at the Location.

**WHEREAS**, the Location is within the Boulevard (B-1) Zoning District, and Fortune Tellers, Psychic Readers are not a permitted use in the Boulevard (B-1) Zoning District. *See* FORT LAUDERDALE, FLA., CODE § 47-6.11.

**WHEREAS**, the City commenced a code enforcement proceeding (Case No.: CE25060640) against the Location for conducting a business in violation of the zoning regulations ("Code Enforcement Proceeding").

**WHEREAS**, the Plaintiffs filed a lawsuit against the City styled *Selina Metlow and Gary Miller v. City of Fort Lauderdale, a Florida Municipal Corporation*, Case No. 25-62013-CIV-DAMIAN/Valle, currently pending in the U.S. District Court for the Southern District of Florida ("Lawsuit").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiffs and the City hereby agree as follows:

1. The recitals set forth above are true and correct and are part of this Agreement.
2. The Plaintiffs shall be permitted to lawfully provide fortune telling and psychic reading services as part of the Business at the Location as an accessory use to the retail gift shop pursuant to section 47-1.14 of the City's Unified Land Development Regulations ("ULDR").
3. Pursuant to Chapter 15, Article 15 of the City's Code of Ordinances ("Code"), the Plaintiffs must maintain and obtain a valid business tax receipt from the City including by complying with section 15-50. By including this term, the City does not intend to excuse or exempt the Plaintiffs, the Business, or the Location from any other applicable provisions of the Code or the ULDR.
4. Within 10 days after the execution of this Agreement by the last party, the Plaintiffs shall file a Notice of Voluntary Dismissal of the Lawsuit with Prejudice ("Notice of Dismissal") with such Notice of Dismissal indicating that the Plaintiffs and the City shall each assume their own costs and attorney's fees in the Lawsuit. The timely filing of the Notice of Dismissal is a material element of the consideration to be received by the City under this Agreement, the absence of which invalidates this Agreement.
5. Within 30 days after the filing of the Notice of Dismissal, the City shall dismiss the Code Enforcement Proceeding.
6. The Plaintiffs hereby irrevocably remise, release, acquit, satisfy, and forever discharge the City, its agents, servants, employees, and insurers, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Plaintiffs ever had, now have, or which any personal representative, successor, heir or assign of the Plaintiffs, hereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising from the Code Enforcement Proceeding, and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described herein as the Lawsuit.
7. This Agreement may be executed in any number of counterparts, all of which together shall constitute one instrument, and this Agreement may be executed by any party hereto by signing any counterpart. Executed documents sent as pdf attachments to emails shall have the same force and effect as the delivery of an original executed document.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature:

**PLAINTIFFS:**


By: Selina Metlow  
**Selina Metlow, Plaintiff**

Date: 12/2/25

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 2 day of December, 2025, by **Selina Metlow, Plaintiff.**

(NOTARY SEAL)

Signature of Notary Public, State of Florida  
  
Print, Type, or Stamp Commissioned Name  
of Notary Public

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_


By: Gary Miller  
**Gary Miller, Plaintiff**

Date: 12/2/2025

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 2 day of December, 2025, by **Gary Miller, Plaintiff.**

(NOTARY SEAL)

Signature of Notary Public, State of Florida  
  
Print, Type, or Stamp Commissioned Name  
of Notary Public

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ATTEST:

**CITY OF FORT LAUDERDALE,**  
a municipal corporation of the State of  
Florida

\_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

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

By: \_\_\_\_\_  
Rickelle Williams, City Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
D'Wayne M. Spence  
Interim City Attorney