

## **RELEASE OF ALL CLAIMS**

### **KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, hereinafter the “RELEASOR,” being of lawful age, for the sole consideration of Eighty Seven Thousand Five Hundred and Zero Cents (\$87,500.00) to the undersigned in hand paid, receipt of which is hereby acknowledged, does hereby for herself and for her heirs, executors, administrators, successors and assigns, release, acquit and forever discharge W. BRAD STEUBE, SHERIFF OF MANATEE COUNTY, hereinafter the “RELEASEE,” and its agents, attorneys, servants, successors, employees and other representatives, of and from any and all claims, demands, damages, actions, third-party actions, causes of action or suits at law or in equity of whatever nature, known and unknown, both to person and property, which have resulted or may in the future develop, from an accident which occurred on or about the 6th day of December 2011, at the intersection of 14th Street West and Cortez Road West, Bradenton, Manatee County, Florida, and any claims or assertions raised or which could have been raised in connection with the claim against W. BRAD STEUBE, SHERIFF OF MANATEE COUNTY, brought by the undersigned in Manatee County, Florida, Circuit Court Case No. 2014-CA-1783, *TRACY BURTON v. W. BRAD STEUBE, SHERIFF OF MANATEE COUNTY*. This RELEASE OF ALL CLAIMS and all of the terms herein are collectively referred to hereinafter as the “AGREEMENT.” RELEASOR and RELEASEE are collectively referred to hereinafter as the “PARTIES.”

The PARTIES have agreed to settle in order to avoid the inconvenience, distractions, and inherent uncertainties associated with any legal proceeding, and the additional legal fees and expenses of continuing this dispute. This AGREEMENT represents a compromise of a doubtful and disputed claim and any liability, wrongdoing, malfeasance, misfeasance, or negligence on the part of the RELEASEE is expressly denied.

## **ATTORNEY FEES**

Each party hereto shall bear all of their own attorneys’ fees and costs arising from the action of its own counsel in connection with this matter, the terms of the settlement agreement, the matters and documents referenced herein, the filing of a dismissal of the Complaint, and all related matters.

## **VOLUNTARY DISMISSAL WITH PREJUDICE**

Following the execution of this AGREEMENT, counsel for the Plaintiff will deliver to counsel for W. Brad Steube, Sheriff of Manatee County, an executed voluntary dismissal with prejudice of all claims that have been brought or could be brought in this action. Pending approval of the settlement by the Manatee County Board of County Commissioners and upon receipt of this executed AGREEMENT and the executed voluntary dismissal with prejudice, counsel for W. Brad Steube, Sheriff of Manatee County, shall submit a request to the Manatee County Clerk of Court for payment of the settlement draft to counsel for Plaintiff. Upon notification that the settlement funds have been transmitted to counsel for the Plaintiff, counsel for W. Brad Steube, Sheriff of Manatee County, shall file the voluntary dismissal with prejudice. The Plaintiff has authorized Plaintiff's counsel to execute the voluntary dismissal with prejudice on her behalf and hereby authorizes counsel for W. Brad Steube, Sheriff for Manatee County, to file the voluntary dismissal with prejudice with the court and enter it as a matter of record.

## **RESERVATION OF FIRST PARTY BENEFITS**

Notwithstanding anything herein to the contrary, this AGREEMENT shall not release any health, disability or other insurance carrier or self-insured from its obligation to provide any personal injury protection coverage, medical payment coverage, uninsured/underinsured motorist coverage, health insurance coverage, major medical insurance coverage, workers' compensation benefits/insurance, and/or disability insurance coverage from all claims and demands, rights and causes of action of any kind the undersigned now has or hereafter may have, on account of personal injuries known or unknown to the undersigned arising from the subject accident. It is the intention of the PARTIES to this AGREEMENT to release and discharge the RELEASEE only, and to reserve all rights of RELEASOR to obtain all first party benefits to which RELEASOR may be entitled.

## **LIENS AND SUBROGATION BENEFITS**

As further consideration for this compromise and settlement, the RELEASOR agrees to satisfy, pay, reimburse, settle, or otherwise legally resolve, any liens, potential liens, or subrogated interests for Medicare, Medicaid, workers' compensation or health care benefits paid or payable to or on behalf of the Plaintiff as a consequence of the occurrence settled pursuant to this

AGREEMENT. RELEASOR also agrees to defend, indemnify (including fines, attorney's fees and costs), protect and hold RELEASEE harmless from any causes of action of any kind or nature, including, but not limited to, a cause of action provided in the MSP, 42 U.S.C. Section 1395y (b) (3) (A) and/or 42 CFR Section 411.24, in the event RELEASOR fails to satisfy, pay, reimburse, settle or otherwise legally resolve Medicare's, Medicaid's, and any other lienholders' interest. RELEASOR has been identified as a Medicare and/or Medicaid recipient. Therefore, the PARTIES have fully considered and protected Medicare's and/or Medicaid's interests as a secondary payer in this settlement for any incurred bills paid by Medicare and/or Medicaid. The PARTIES also acknowledge that Medicare's and Medicaid's interests in reimbursement for any incurred medical expenses that have been paid by Medicare and/or Medicaid have either already been satisfied, and Medicare and/or Medicaid have acknowledged such satisfaction, or will be satisfied, from the settlement proceeds payable under this AGREEMENT. Satisfaction of Medicare's, Medicaid's and any other lienholders' interest from the proceeds payable under this AGREEMENT shall be the sole and exclusive responsibility of RELEASOR. RELEASOR agrees to provide proof of payment or satisfaction of any lien for medical expenses or treatment incurred in connection with RELEASOR's claims, including Medicare and/or Medicaid, to the RELEASEE within 30 days of receipt of said verification that the lien(s) have been satisfied. RELEASOR agrees that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the RELEASEE with a right to recover any monies paid by RELEASEE caused by the failure to satisfy Medicare's, Medicaid's, or any other lienholder's interests, including any additional expenses incurred, attorneys' fees and costs.

The PARTIES acknowledge and understand that RELEASEE is required to report any payment to a Medicare and/or Medicaid beneficiary in settlement of a claim under a liability insurance policy or self-insurance to Medicare (CMS) and Medicaid. Settlement proceeds payable under this AGREEMENT shall be reported to Medicare (CMS) and Medicaid.

### **REPRESENTATIONS**

RELEASOR represents and warrants that she has the sole right and exclusive authority to execute this AGREEMENT and to receive the sums specified in it; and that there has not been, nor will there be, an assignment or other transfer of any claim, interest or right which the RELEASOR may have arising in whole or in part out of incident which is the subject of Plaintiff's Complaint.

In entering into this AGREEMENT, the RELEASOR warrants and represents that she has not relied upon any representations by W. Brad Steube, Sheriff of Manatee County, or its counsel, in deciding to settle this litigation. In entering into this AGREEMENT, RELEASOR represents that she has relied solely upon the advice of her attorney, who is the attorney of her own choice, concerning all legal and tax consequences of this settlement; that the terms and effects of this AGREEMENT have been completely read and explained to her by her attorney; and that the terms and effects of this AGREEMENT are fully understood and voluntarily accepted by her.

To the extent that any term or provision of the AGREEMENT is deemed void or not in compliance with the applicable law, that term or provision alone will be void, while all other terms or provisions will be enforceable.

**THE UNDERSIGNED ACKNOWLEDGES THAT SHE HAS READ THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, AND UNDERSTANDS AND VOLUNTARILY ACCEPTS THE TERMS OUTLINED HEREIN.**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TRACY BURTON, RELEASOR

\_\_\_\_\_  
Typed or printed name of witness

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2015, by TRACY BURTON, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

(Seal)