

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA**

TRACY BURTON,

Plaintiff(s),

v.

CASE NO. 2014-CA-1783

W. BRAD STEUBE, Sheriff of Manatee County,

Defendant(s).

_____ /

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT is executed by the parties, TRACY BURTON, and W. BRAD STEUBE, SHERIFF OF MANATEE COUNTY, on this the _____ day of _____ 2015. The parties agree as follows:

1. The Defendant, W. BRAD STEUBE, SHERIFF OF MANATEE COUNTY, shall pay and Plaintiff, TRACY BURTON, shall accept the sum of Eighty Seven Thousand Five Hundred and Zero Cents (\$87,500.00) as a full and complete settlement of all claims, liens, potential liens, subrogated claims, attorney's fees and costs of any nature arising out of the above referenced claim and this cause of action conditioned upon the terms set forth below.

2. The settlement payment shall be made payable to ROBERT P. WATROUS, ESQUIRE TRUST ACCOUNT f/b/o TRACY BURTON, for full and final settlement under the condition that the Plaintiff satisfy from the settlement proceeds and be solely responsible for any and all outstanding liens of any kind related to this case, including, but not limited to, Medicare and Medicaid.

3. W. BRAD STEUBE, SHERIFF FOR MANATEE COUNTY, has agreed to issue the settlement check to ROBERT P. WATROUS, ESQ. TRUST ACCOUNT f/b/o TRACY BURTON, for the full settlement amount under the condition that counsel for Plaintiff agrees to hold back in trust the full amount of the original Medicare, Medicaid or other liens in said trust account until the liens are satisfied. Plaintiff and Plaintiff's counsel agree to fully comply with and satisfy all legal requirements of any Medicare, Medicaid, or other applicable liens.

4. W. Brad Stebue, Sheriff for Manatee County, agrees to make this settlement payment to counsel for Plaintiff within thirty (30) days of final approval of the settlement by the Manatee County Board of County Commissioners.

5. Plaintiff agrees, as conditions of the settlement, to: 1) execute the attached Release of Claims, 2) be solely responsible to satisfy any and all outstanding liens of any kind related to this case from the settlement proceeds, and 3) to provide to counsel for W. Brad Steube, Sheriff for Manatee County, a copy of correspondence received from Medicare, Medicaid and any other lienholders showing that the lien(s) were satisfied within 30 days of receipt of said verification that the lien(s) have been satisfied.

6. PAYMENT OF LIENS. As further consideration for this compromise and settlement, the Plaintiff agrees to satisfy, pay, reimburse, settle, or otherwise legally resolve, any liens, potential liens, or subrogated interest 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. Plaintiff also agrees to defend, indemnify (including fines, attorney's fees and costs), protect and hold Defendant, W. Brad Steube, Sheriff for Manatee County, 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 Plaintiff fails to satisfy, pay, reimburse, settle or otherwise legally resolve Medicare's, Medicaid's, and any other lienholders' interest.

7. Upon the closing of the settlement and payment of all sums herein, Plaintiff shall dismiss her Complaint, with prejudice, each party to bear their own fees and costs.

8. The Plaintiff acknowledges that regardless of the issuance of any IRS Form 1099, by W. Brad Stebue, Sheriff for Manatee County, she will obtain her own advice on the taxable status of the payments listed in paragraphs 1, 2, and 3 above, and be responsible for any tax liability related thereto. Plaintiff agrees to furnish an IRS Form W-9 if required by counsel for W. Brad Steube, Sheriff for Manatee County.

9. The Plaintiff hereby warrants and represents that she has not relied upon any representations by W. Brad Steube, Sheriff for Manatee County, or its counsel, in deciding to settle this litigation. In entering into this agreement, the Plaintiff 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 settlement have been completely read and explained to her by her attorney; and that the terms and effects of this settlement are fully understood and voluntarily accepted by her.

10. BINDING AGREEMENT/SCRIVENER. This agreement is intended to be a valid and binding agreement under the laws of the State of Florida, effective upon its execution despite the need for any further documentation. By executing this Mediated Settlement Agreement, each party hereto acknowledges that they have read and understand the terms of this agreement; that they have freely and voluntarily entered into this agreement; and, that they have been represented in this matter by legal counsel of their own selection or have voluntarily declined said representation. In the event that the mediator has typed or written the text of any part of this agreement, the parties acknowledge that he has done so solely as an accommodation to them and solely as a scrivener recording the terms which they have agreed upon in language which they have read and approved.

11. COUNTERPARTS/FACSIMILE SIGNATURES. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Facsimile signatures shall suffice to bind the parties.

12. This Mediated Settlement Agreement is subject to approval by the Manatee County Board of County Commissioners and is not enforceable until that approval has occurred.

Tracy Burton, Plaintiff

For W. Brad Steube, Sheriff of Manatee County

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