

GENERAL RELEASE

This General Release (hereinafter referred to as "Release") is agreed to, and entered into, and by, between and on behalf of **JOHN RICHMOND**, his heirs, administrators, executors, successors, assigns, agents, attorneys, and other representatives (hereinafter referred to as "Releasor"), and **MANATEE COUNTY**, a political subdivision of the State of Florida, and the **MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as "Employer").

WHEREAS, Releasor began employment with Employer on or around Aug. 24, 2015, and has not worked for the Employer since on or about Feb. 12, 2016; and

WHEREAS, Releasor claims personal injuries from a work-related accident or accidents occurring on or about Feb. 4, 2016, and further alleges that as a result of such injuries, he has been unable to return to a pre-injury employment position and has been unable to earn his pre-injury earnings; and

WHEREAS, Releasor has filed claims for workers' compensation benefits with the State of Florida, Division of Administrative Hearings; and

WHEREAS, Releasor and Employer have agreed to a settlement of Releasor's workers' compensation claims; and

WHEREAS, the settlement of Releasor's workers' compensation claims is governed by a separate Stipulation & Release; and

WHEREAS, the employment relationship between Employer and Releasor has been irreparably damaged; and

WHEREAS, Releasor and Employer desire to settle fully and finally all differences and disputes between them, including, but in no way limited to, those differences and disputes embodied in the aforementioned workers' compensation claims, and any other claims that the Releasor has, or may have, against Employer as of the date of execution of this Release, whether known or unknown.

NOW, THEREFORE, for and in consideration of the sum of **\$100.00**, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the premises and mutual promises contained herein, it is agreed by Releasor and Employer as follows:

1. This Release shall not in any way be construed as an admission by the Employer of any acts of discrimination, retaliation or other wrongdoing against Releasor or any other person, and the Employer specifically disclaims and denies any liability to, or discrimination, retaliation or other wrongdoing against, Releasor or any other person,

on the part of Employer, its employees, agents, servants, attorneys or other representatives. Except to the extent necessary to enforce this Release, it is further agreed that neither this Release nor any part thereof is to be used or admitted into evidence in any proceeding of any character, judicial or otherwise, now pending or otherwise instituted, unless required to do so by court order.

2. Releasor represents and agrees that he has voluntarily and of his own free will resigned from employment with Employer. Releasor further agrees herein that he will not be re-employed by Employer and that Releasor will not re-apply for or otherwise seek employment with Employer at any time, including Employer's predecessors, successors, assigns, all affiliates or political subdivisions.

3. Releasor represents that he has not filed any other claim or claims (including those identified in Paragraph 4, below) against Employer other than those which may have already been withdrawn by Releasor. Releasor further represents that he will not so file at any time hereafter any such claim or claims against Employer and that if any such agency or court assumes jurisdiction of any claim or claims against Employer, then Releasor will request such agency or court to withdraw from the matter, and will not participate, unless compelled by law to do so, in the agency or court processing of that matter.

4. As a material inducement for the Employer to enter into this Release, Releasor affirms that he knowingly and voluntarily hereby irrevocably and unconditionally releases, quits, and forever discharges the Employer, its predecessors, successors, assigns, affiliates, political subdivisions, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with any of the foregoing, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, causes, losses, debts, and expenses, of any nature whatsoever, which are known or may subsequently be discovered by Releasor, including but not limited to any and all claims and causes of action related to, connected with or arising out of Releasor's employment with Employer, including the termination of Releasor's employment.

This Release by Releasor shall include any and all claims against Employer for discrimination or harassment based on gender, race, disability, veteran status, national origin, religion, marital status, sexual orientation, familial status, pregnancy, medical leave, genetics or genetic information, past or current health or medical condition, predisposition to a particular health or medical condition, or any other claims or causes of action based upon Releasor's employment with Employer under any federal, state, or local equal employment opportunity laws, ordinances, regulations or orders, or retaliation for filing or reporting, or attempting to file or report, such claims, including but not limited to claims under Title VII of the Civil Rights Act of 1964, Civil Rights Act of 1866 (Title 42 of the U.S. Code, Sections 1981, 1983 and 1985), the Equal Pay Act, the

Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Family and Medical Leave Act, the Worker Adjustment Retraining Notification Act, the Age Discrimination in Employment Act (Title 29 of the U.S. Code, Sections 621-634), Title II of the Genetic Information Nondiscrimination Act of 2008, the Americans with Disabilities Act, the Florida Civil Rights Act, Section 440.205 of the Florida Workers' Compensation Law, or any other federal, state, or local laws or ordinances applicable to the employment relationship.

This Release by Releasor shall also include claims against Employer under any state's law for breach of any contract, agreement or promises made prior to the date of the execution of this Release; claims for wrongful termination or discharge, retaliation, coercion or intimidation of any type including, but not limited to, claims under Florida's Labor Code, including Chapters 447 and 448, and any claim under the Florida Whistleblower Law; claims for unemployment compensation; breach of express or implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress; claims for fraud, libel, slander or invasion of privacy, including without limitation statements made concerning Releasor's termination; claims for any and all severance benefits other than payments provided for in this Release; as well as any other claims or causes of action Releasor might have against Employer.

Releasor also waives his right to recover in any action which may be brought on his behalf by any person or entity, including any governmental agency such as the Equal Employment Opportunity Commission, Department of Labor, or the Florida Commission on Human Relations.

Releasor further releases Employer from claims or actions regarding constitutional rights including but not limited to the right to due process, freedom of speech and equal protection, as well as claims or actions alleging violation of the right to be terminated for cause only, including but not limited to rights that may exist in law, contract, equity, ordinance or Employer policy.

5. For the purposes of implementing a full and complete release and discharge herein, Releasor expressly acknowledges that he knowingly and voluntarily intends for this Release to include in its effect, without limitation, release of all claims, known and unknown, which the Releasor may have against the Employer as of the date of the execution of this Release, and that through this Release, the Releasor intends to extinguish the right to pursue any such claim or claims against the Employer.

6. Releasor and Employer represent and acknowledge that in executing this Release no other promises, agreements, representations or statements have been made by anyone on behalf of either party, or by any of their respective agents, representatives or attorneys with regard to the subject matter, basis or effect of this Release, aside from those contained within this Release, and that this Release

comprises the parties' entire agreement, and supersedes any and all prior agreements or understandings between the parties.

7. This Release shall be binding upon, and inure to the benefit of, the Releasor and the Employer.

8. This Release is made and entered into in the State of Florida, and shall in all respects be interpreted, enforced, and governed by the laws of the State of Florida. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, not strictly for or against either party, and it is expressly understood that any rule requiring construction of the document against its drafter shall not be applied in this case.

9. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of the Release.

10. Releasor and Employer represent and agree that all aspects of the Release have been thoroughly discussed with their respective legal counsel, that all provisions hereof have been carefully read and are fully understood, and that this Release is knowingly and voluntarily being entered into by the Releasor and Employer.

11. Releasor acknowledges that no taxes of any type were deducted from the payments made to Releasor for damages, attorney's fees, and costs. Releasor understands that he shall be liable for any other tax due and owing to any governmental agency in association with payments received under this Release, and agrees to hold Employer harmless and to indemnify Employer against such claims inclusive of attorney's fees and costs.

12. Releasor and Employer agree that this Release shall not prevent Releasor from pursuing claims against third parties provided that any such claim does not, in any way, result in additional cost to or liability for Employer. Therefore, Releasor further agrees that if he files or has filed any suit or makes any claim against any third party, including but not limited to current or former employees of Employer, seeking damages allegedly incurred in the incident that led to his injury, or any other injuries allegedly incurred during his employment, that he will indemnify, defend and hold harmless Employer from all costs and expenses, including attorney's fees, that Employer may incur in connection with or arising out of such third party lawsuit.

13. Releasor acknowledges that he has twenty-one (21) days to consider this Release from the date he or his attorney receives it, and is allowed seven (7) days after signing this Release to revoke it by: 1) delivering to the Manatee County Attorney's Office a written revocation and, 2) tendering back the monetary consideration paid by

Employer for the waiver granted in this Release (as set forth on page 1, above); and with the understanding that such a revocation would make all provisions of the Release null and void, and with the understanding that under the "tender-back doctrine," no court action may be maintained by Releasor subsequent to a revocation unless and until Releasor tenders back all consideration paid by Employer for the waivers and other benefits granted to it in this Release.

PLEASE READ THIS RELEASE CAREFULLY. IT CONTAINS A RELEASE OF ALL CLAIMS, KNOWN AND UNKNOWN, WHICH RELEASOR MAY HAVE AS OF THE DATE RELEASOR SIGNS THIS RELEASE.

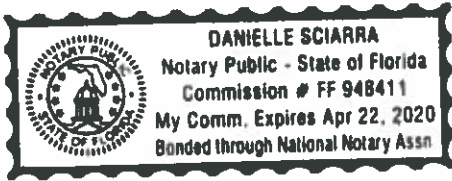
BY SIGNING THIS RELEASE, RELEASOR ACKNOWLEDGES THAT HE HAS READ THIS RELEASE OF ALL CLAIMS; UNDERSTANDS THE TERMS AND CONDITIONS OF THE RELEASE; AND IS KNOWINGLY AND VOLUNTARILY ENTERING INTO IT. RELEASOR FURTHER ACKNOWLEDGES THAT IN EXCHANGE FOR ENTERING INTO THIS RELEASE, RELEASOR HAS RECEIVED FROM THE EMPLOYER GOOD, VALUABLE, ADEQUATE AND SUFFICIENT CONSIDERATION, AS DESCRIBED HEREIN, WHICH IS ABOVE AND BEYOND THAT TO WHICH RELEASOR WAS ALREADY ENTITLED.

RELEASOR FURTHER ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF HIS RIGHT TO HAVE AT LEAST 21 DAYS TO CONSIDER THE RELEASE, BUT THAT RELEASOR MAY EXECUTE THE RELEASE BEFORE THAT TIME EXPIRES. THE RELEASOR UNDERSTANDS THAT HE MAY REVOKE ACCEPTANCE OF THE RELEASE AT ANY TIME DURING THE SEVEN DAYS IMMEDIATELY FOLLOWING THE EXECUTION OF THE RELEASE, BUT AFTER THAT TIME THE RELEASE SHALL BE IRREVOCABLE AND ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

RELEASOR IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS RELEASE AND ACKNOWLEDGES THAT HE HAS IN FACT REVIEWED IT WITH AN ATTORNEY PRIOR TO SIGNING IT.

By: 
JOHN RICHMOND

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by JOHN RICHMOND, who was personally known to me or who has produced driver's license number _____ as identification, and who did take an oath.



(SEAL)

Danielle Sciarra
NOTARY PUBLIC
State of FLORIDA at Large

Printed Name: Danielle Sciarra

Commission No.: FF948411

My commission expires: 4/22/20

**MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Mitchell O. Palmer, Esq.
Manatee County Attorney
(or his designee)
Fla. Bar No.: 351873
Attorney for Employer

Date: _____