

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

KAREN WOLF,

Plaintiff,

v.

MANATEE COUNTY, a political subdivision
of the State of Florida,

Case No. 2016-CA-0710

Defendant.

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
AGAINST MANATEE COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Plaintiff, Karen S. Wolf, hereinafter the "RELEASOR," being of lawful age, for the sole consideration of Forty - Five Thousand Dollars and Zero Cents (\$ 45,000.00) 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 MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter "MANATEE COUNTY" or "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, and any claims raised or which could have been raised in connection with this claim against MANATEE COUNTY brought by the RELEASOR in Manatee County, Florida, Circuit Court Case No. 2016-CA-0710, *Karen Wolf v. Manatee County, a political subdivision of the State of Florida*, as a result of an accident which occurred on or about the 12th

day of February 2013, on State Road 70, at or near its intersection with Tara Boulevard, Bradenton, Manatee County, Florida. This "SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AGAINST MANATEE COUNTY" 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.

Each party hereto shall bear all of their own attorneys' fees and costs arising from the action or in connection with this matter.

Upon receipt of this fully executed and fully notarized AGREEMENT, counsel for MANATEE COUNTY shall submit a request to the Manatee County Clerk of Court for payment of the settlement draft to the trust account of counsel for RELEASOR. Following the execution of this AGREEMENT, counsel for the RELEASOR will also deliver to counsel for MANATEE COUNTY an executed Joint Stipulation for Dismissal with Prejudice for all of RELEASOR's claims that have been brought or could be brought in this action against MANATEE COUNTY. Upon notification that the settlement funds have been transmitted to counsel for the RELEASOR, MANATEE COUNTY shall file the Joint Stipulation for Dismissal with Prejudice. The RELEASOR has authorized his/her counsel to execute the Joint Stipulation for Dismissal with Prejudice on his/her behalf and hereby authorizes counsel for MANATEE COUNTY to file the Joint Stipulation for Dismissal with Prejudice with the court and enter it as a matter of record.

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.

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 RELEASOR 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, upon request from RELEASEE, 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.

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 the Complaint.

In entering into this AGREEMENT, the RELEASOR warrants and represents that she has not relied upon any representations by 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 AGAINST MANATEE COUNTY, AND UNDERSTANDS AND VOLUNTARILY ACCEPTS THE TERMS OUTLINED HEREIN.

Signed, sealed and delivered this 10 day of May, 2018.

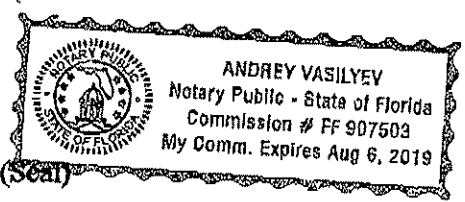
Barbara A. Scott
WITNESS

Karen S Wolf
KAREN S. WOLF, RELEASOR

Barbara A Scott
Typed or printed name of witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10 day of MAY, 2018, by KAREN S. WOLF, who is personally known to me or who has produced DPL as identification.



Andrey Vasilyev
Notary Public, State of Florida
Print Name: Andrey Vasilyev
Expiration Date: Aug 6, 2019