

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
AGAINST MANATEE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Reginald E. Nelson Sr., hereinafter the “RELEASOR,” being of lawful age, for the sole consideration of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) to the undersigned to be received, does hereby for himself and for his 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 has 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, as a result of an incident which occurred on or about the 17th day of December 2016, at or near 1st Street and 21st Ave. West, 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, 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. 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. 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.

RELEASOR acknowledges and understands 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 he 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 he 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 he has relied solely upon the advice of his attorney, who is the attorney of his 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 him by his attorney; and that the terms and effects of this AGREEMENT are fully understood and voluntarily accepted by him.

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.

This AGREEMENT shall, in all respects, be interpreted, enforced and governed by and under the laws of the State of Florida. The PARTIES agree that the only proper venue for any action or proceeding arising from or relating to this AGREEMENT shall be in the Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida. The PARTIES waive any right to demand a jury trial concerning any matters arising out of this AGREEMENT.

All PARTIES agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this AGREEMENT.

This AGREEMENT contains the entire agreement between the PARTIES with regard to the matters set forth herein and shall be binding upon and shall inure to the benefit of the executors,

administrators, personal representatives, heirs, successors and assigns of each.

This AGREEMENT may be executed in counterparts. Signatures exchanged by facsimile or email to counsel representing the PARTIES shall be deemed original signatures. This AGREEMENT shall become fully effective on the date of execution by the last of the PARTIES to execute it.

RELEASOR affirms that he is entering into this AGREEMENT knowingly, freely and voluntarily, without coercion, and after consultation with and upon advice of counsel of his own choosing; that the only consideration for this AGREEMENT are the terms stated herein; that no other promise or agreement of any kind has been made to or with the PARTIES by any other person or entity; and that RELEASOR has read and fully understands the meaning and intent of this AGREEMENT, including but not limited to, its final and binding effect, and that the terms and effects of this AGREEMENT are fully understood and voluntarily accepted. This AGREEMENT may not be changed, modified, or altered, except by written instrument signed by all PARTIES hereto.

This AGREEMENT is the product of an arms-length negotiation between the PARTIES who are represented by counsel. In the event of any dispute concerning the construction or enforcement of this AGREEMENT, the PARTIES agree that the Court should not employ the rule of construction against the drafter or any similar rule in enforcing the AGREEMENT.

[signature page to follow]

THE UNDERSIGNED ACKNOWLEDGES THAT HE 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 17 day of April, 2019.



WITNESS

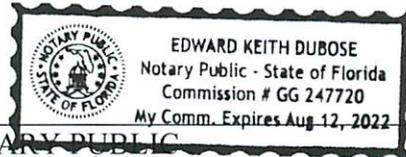


Reginald E. Nelson Sr., RELEASOR

Typed or printed name of witness

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 17th day of April, 2019, by Reginald E Nelson Sr. who is personally known to me or has produced _____ as identification and who, after being first duly sworn, acknowledged before me that he executed the same as his free act and deed.



NOTARY PUBLIC



Printed Name
My Commission Expires: _____

