

GENERAL RELEASE

WHEREAS, a claim and lawsuit (Case No. 2021-CA-001085) for injuries and damages resulting from a certain incident occurring on April 17, 2020, on Danielle Drive near the intersection with South Citrus Road, Oviedo, Seminole County, Florida, was brought by Plaintiff MARK SACKETT against Defendant SEMINOLE COUNTY, alleging that MARK SACKETT sustained injuries from the incident as a result of the actions of agents or employees of SEMINOLE COUNTY; and

WHEREAS, SEMINOLE COUNTY has denied and continues to deny any and all liability for any of the aforesaid claims, injuries and damages; and

WHEREAS, on May 2, 2024, the parties reached a proposed settlement; and

WHEREAS, pursuant to the proposed settlement, if approved by the Board of County Commissioners, MARK SACKETT has agreed to accept the sum of Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00), inclusive of attorney's fees, and other good and valuable consideration in compromise and settlement of any and all claims he may have, whether now known or contemplated, arising out of the injuries and damages sustained by him, resulting from the action of any agent or employee of SEMINOLE COUNTY and further agrees to execute this General Release as to any and all such claims against SEMINOLE COUNTY and DAVIES NORTH AMERICA.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, MARK SACKETT, for the above-described sum and other good and valuable consideration, does hereby remise, release and forever discharge SEMINOLE COUNTY and DAVIES NORTH AMERICA and any of their respective

agents, representatives, employees, subsidiaries, divisions, predecessors and successors, and any persons, firms or corporations in privity with them, of and from any and all manner of action and causes of actions, suits, sums of money, trespasses, agreements, controversies, damages, claims and demands whatsoever, including costs and attorney's fees, in law or in equity, or claims in equity, or claims of violations of civil or constitutional rights, either federal or state, or violations of any federal or state discrimination laws which are against Defendants SEMINOLE COUNTY and DAVIES NORTH AMERICA, their heirs, executors and administrators by any reason or matter, cause or thing from the beginning of the world to present.

That MARK SACKETT accepts and assumes all risk, chance, or hazard that any injuries, damages or losses are now or may become greater, more numerous or more extensive than are now known, anticipated or expected. The undersigned agrees that this General Release applies to all injuries, damages or losses of every kind and character which have arisen, or which may hereafter arise, even though now unknown, unanticipated or unexpected.

That MARK SACKETT further covenants and agrees to indemnify, defend, save and hold harmless SEMINOLE COUNTY, DAVIES NORTH AMERICA and any of their respective agents, representatives, employees, subsidiaries, divisions, predecessors and successors, and any persons, firms or corporations in privity with them, from any and all actions, causes of action, claims, demands or damages, either now known or to arise in the future, by any persons, firms, corporations or entities seeking reimbursement, compensation or payment arising out of the alleged incident described herein,

specifically including, but not limited to, any claim or lien of Medicare, Medicaid or any of their affiliated agencies, any health care provider for injuries sustained in this incident or any insurance carrier providing benefits related to this incident.

That MARK SACKETT and his attorneys further state that at the time of the execution of this General Release, there are no outstanding claims by way of reimbursement or subrogation by insurance carriers, medical providers, psychologists, counselors or other entities for amounts paid on behalf of MARK SACKETT by reason of the incident which is the subject matter of the above-described pending lawsuit or, in the alternative, if there are outstanding claims, MARK SACKETT will satisfy those claims and will hold SEMINOLE COUNTY and DAVIES NORTH AMERICA harmless from such claims and will satisfy any such outstanding claims which may be outstanding at the present time, including, but not limited to, liens for the provision of medical and psychological services or liens held by Medicaid or Medicare or any other federal or state agency.

In reaching agreement on the terms of this General Release, to the extent of MARK SACKETT'S entitlement to Medicare benefits, under 42 U.S.C. § 1395y, and entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2), to recover any conditional payment made by CMS, MARK SACKETT and his attorneys understand and agree that as used in this General Release, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance).

The parties agree that this General Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of conditions MARK SACKETT alleges are related to the incident that is the subject of Plaintiff's Amended Complaint. The parties agree that this settlement is intended to provide MARK SACKETT with a lump sum payment which will foreclose SEMINOLE COUNTY'S and DAVIES NORTH AMERICA'S responsibility for future payment of all injury-related medical expenses.

The parties to this General Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare, but which may be necessary in the ongoing treatment of MARK SACKETT'S injury, and without an admission of liability on the part of the SEMINOLE COUNTY, have been taken into consideration in the calculation and settlement of MARK SACKETT'S future medical expenses.

MARK SACKETT acknowledges that any decision regarding entitlement to Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments, is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this General Release.

MARK SACKETT has been apprised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other government agencies regarding the impact this General Release may have on MARK

SACKETT'S current or future entitlement to Social Security or other governmental benefits. MARK SACKETT acknowledges that acceptance of these settlement funds may affect MARK SACKETT'S rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, MARK SACKETT desires to enter into this General Release agreement to settle his injury claim according to the terms set forth herein.

To the extent Medicare has paid for MARK SACKETT'S medical costs, expenses, or fees for his injuries he relates to the incident described in the Amended Complaint, and Medicare has a conditional payment claim as a result of same, MARK SACKETT and his attorneys agree to inform the Coordination of Benefits and Recovery Contractor of this settlement in order to obtain the Final Demand and resolution of the conditional payment amount. MARK SACKETT and his attorneys further agree that Medicare's lien will be satisfied by cutting separate checks to Medicare and MARK SACKETT'S counsel. MARK SACKETT warrants that all payments due and owing to Medicare are and will be the sole and exclusive responsibility of MARK SACKETT, and further agree that MARK SACKETT will indemnify and hold harmless SEMINOLE COUNTY and DAVIES NORTH AMERICA for any and all amounts paid and/or sought by Medicare/CMS from SEMINOLE COUNTY and DAVIES NORTH AMERICA.

By entering into this General Release, MARK SACKETT represents that he has completely read all terms hereof and that such terms are understood and voluntarily accepted.

The undersigned warrants and agrees that no promise or inducement not herein

expressed has been made, that payment of the above-referenced sum is in compromise, settlement and full satisfaction of all of the aforesaid actions, claims and demands whatsoever, that the undersigned is over 18 years of age and legally competent to execute this General Release, and the undersigned is fully informed of the contents of this General Release and signs it with full knowledge of its meaning.

IN WITNESS WHEREOF, the undersigned hereby sets his hand and seal this 23 day of MAY 2024.

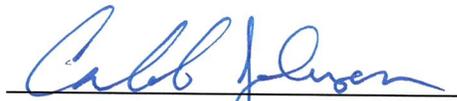
I hereby certify that I have read this entire GENERAL RELEASE, consisting of 6 pages, that I can read and speak English, and that I fully understand the terms and consequences of this GENERAL RELEASE.



MARK SACKETT
CLAIMANT/PLAINTIFF

COLORADO
STATE OF ~~FLORIDA~~
COUNTY OF ARAPAHOE

The foregoing instrument was sworn to and signed before me by means of physical presence or ___ online notarization, by MARK SACKETT who is personally known to me or who produced COLORADO DRIVER'S LICENSE as identification, this 23RD day of MAY, 2024.



NOTARY PUBLIC
My Commission Expires: 7/8/2024

