

## **GENERAL RELEASE**

**WHEREAS**, a claim and lawsuit (Case no. 2022-A-0012821) for injuries and damages resulting from a certain motor vehicle incident occurring on May 26, 2020 at the intersection of South Semoran Blvd. and Kewanee Trail was brought by HENRY JONES against Defendant SEMINOLE COUNTY, alleging that HENRY JONES sustained injuries from the incident as a result of the actions of agents or employees of SEMINOLE COUNTY; and

**WHEREAS**, on September 11, 2023 the parties reached a proposed settlement, subject to approval by the Seminole County Board of County Commissioners at its November 14, 2023, or next available Board meeting; and

**WHEREAS**, pursuant to the proposed mediated settlement, if approved by the Board of County Commissioners, HENRY JONES has agreed to accept the sum of Ninety-Five Thousand DOLLARS and 00/100 (\$95,000) 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 JOHNS EASTERN COMPANY, INC.

### **NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That the undersigned, HENRY JONES, for the above-described sum and other good and valuable consideration, does hereby remise, release and forever discharge SEMINOLE COUNTY and JOHNS EASTERN COMPANY, INC. 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 of violations of civil or constitutional rights, either federal or state, or claims of violations of any federal or state discrimination laws which are against SEMINOLE COUNTY and JOHNS EASTERN COMPANY, INC., their predecessors and successors by any reason or matter, cause or thing from the beginning of the world to the date of this General Release.

That HENRY JONES 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 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 HENRY JONES further states 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 HENRY JONES 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, HENRY JONES will satisfy those claims and will hold SEMINOLE COUNTY 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 HENRY JONES' 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. HENRY JONES and HENRY JONES' Counsel understand and agree that as used in this 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 HENRY JONES alleges are related to the incident that is the subject of Releasor's Complaint. The parties agree that this settlement is intended to provide HENRY JONES with a lump sum payment which will foreclose SEMINOLE COUNTY'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 may be necessary in the ongoing treatment of HENRY JONES' injury, and without an admission of liability on the part of SEMINOLE COUNTY, have been taken into consideration in the calculation and settlement of HENRY JONES' future medical expenses.

HENRY JONES 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 Release.

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

To the extent Medicare has paid for HENRY JONES' medical costs, expenses, or fees for his injuries he relates to the incident described in the Complaint, and Medicare has a conditional payment claim as a result of same, HENRY JONES and HENRY JONES' attorney 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. HENRY JONES and HENRY JONES' attorney further agree that Medicare's lien will be satisfied by cutting separate checks to Medicare and HENRY JONES'S counsel. HENRY JONES warrants that all payments due and owing to Medicare are and will be the sole and exclusive responsibility of the HENRY JONES, and further agree that HENRY JONES will indemnify and hold harmless SEMINOLE COUNTY for any and all amounts paid and/or sought by Medicare/CMS from Releasees.

That HENRY JONES further covenants and agrees to indemnify, defend, save and hold harmless SEMINOLE COUNTY, JOHNS EASTERN COMPANY, INC. 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 HENRY JONES 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, subrogation or liens by any entity for amounts paid on behalf of HENRY JONES for expenses incurred as a result of the incident described herein or that if such liens, reimbursement or subrogation rights exist, they will be satisfied in full from the proceeds of this settlement.

By entering into this General Release, HENRY JONES represents that he has completely read this entire GENERAL RELEASE, consisting of six pages, that he can read and speak English, and that he fully understands, and voluntarily accepts the terms and consequences of this RELEASE.

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 the aforesaid actions, claims and demands whatsoever, that the undersigned is over eighteen (18) years of age and legally competent to execute this General Release, and that the undersigned is fully informed of the contents of this General Release and signs it with full knowledge of its meaning.

*[Handwritten signature]*

STATE OF FLORIDA  
COUNTY OF Orange

*[Handwritten signature]*

My Commission Expires:\_\_\_\_\_

