

**GENERAL RELEASE**

**WHEREAS**, a claim and lawsuit (Case No. 2023-CA-000424) for injuries and damages resulting from a certain bicycle incident occurring on June 12, 2022, at or near 1315 Pine Way, Sanford, Seminole County, Florida, was brought by Plaintiff FRANKI GONZALEZ against Defendant SEMINOLE COUNTY, alleging that FRANKI GONZALEZ 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 September 17, 2024, the parties reached a proposed settlement; and

**WHEREAS**, pursuant to the proposed settlement, if approved by the Board of County Commissioners, FRANKI GONZALEZ has agreed to accept the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), inclusive of attorney's fees, and other good and valuable consideration in compromise and settlement of any and all claims she may have, whether now known or contemplated, arising out of the injuries and damages sustained by her, resulting from the action of any agent or employee of SEMINOLE COUNTY and agrees to execute this General Release as to any and all such claims against SEMINOLE COUNTY and DAVIES NORTH AMERICA. After the execution of this General Release and the receipt of the settlement proceeds, FRANKI GONZALEZ further agrees to dismiss with prejudice her claim filed in Case No. 2023-CA-000424 against SEMINOLE COUNTY. FRANKI GONZALEZ understands and agrees that concurrently with the execution of this General Release, her counsel shall file with the Court a Stipulated Voluntary Dismissal with Prejudice of the civil action described above, with each party to bear their own attorney fees and costs. FRANKI GONZALEZ agrees the Court will retain jurisdiction to enforce the provisions of this General Release.

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

That the undersigned, FRANKI GONZALEZ, for the above-described sum and other good and valuable consideration, does hereby remise, release and forever discharge 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, 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 Defendant 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 the present date.

That FRANKI GONZALEZ accepts and assumes all risk, chance or hazard that any injuries, damage 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 FRANKI GONZALEZ 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 FRANKI GONZALEZ and her 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 FRANKI GONZALEZ 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, FRANKI GONZALEZ 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 FRANKI GONZALEZ '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, FRANKI GONZALEZ and her 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 FRANKI GONZALEZ alleges are related to the incident that is the subject of Plaintiff's Complaint. The parties agree that this settlement is intended to provide FRANKI GONZALEZ 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 FRANKI GONZALEZ'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 FRANKI GONZALEZ'S future medical expenses.

FRANKI GONZALEZ 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.

FRANKI GONZALEZ has been informed of her right to seek assistance from legal counsel of her choosing or directly from the Social Security Administration or other government agencies regarding the impact this General Release may have on FRANKI GONZALEZ'S current or future entitlement to Social Security or other governmental benefits. FRANKI GONZALEZ acknowledges that acceptance of these settlement funds may affect FRANKI GONZALEZ'S rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, FRANKI GONZALEZ desires to enter into this General Release agreement to settle her injury claim according to the terms set forth herein.

To the extent Medicare has paid for FRANKI GONZALEZ'S medical costs, expenses, or fees for her injuries she relates to the incident described in the Amended Complaint, and Medicare has a conditional payment claim as a result of same, FRANKI GONZALEZ and her 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. FRANKI GONZALEZ and her attorneys further agree that Medicare's lien will be satisfied by cutting separate checks to Medicare

and FRANKI GONZALEZ 'S counsel. FRANKI GONZALEZ warrants that all payments due and owing to Medicare are and will be the sole and exclusive responsibility of FRANKI GONZALEZ, and further agree that FRANKI GONZALEZ 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, FRANKI GONZALEZ represents that she 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 her hand and seal this 28<sup>th</sup> day of October 2024.

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

*Franki Gonzalez*

FRANKI GONZALEZ  
PLAINTIFF/CLAIMANT

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was sworn to and signed before me by means of \_\_\_ physical presence or  online notarization, by Franki Gonzalez who is personally known to me or who produced drivers license as identification, this 28<sup>th</sup> day of October, 2024.

*Alex Rodriguez*  
NOTARY PUBLIC  
My Commission Expires: 12/21/2025



**ALEX RODRIGUEZ**  
Notary Public  
State of Florida  
Comm# HH210626  
Expires 12/21/2025