

GENERAL RELEASE

THIS GENERAL RELEASE is executed this 2nd day of May, 2024, by **TRE JOHNTÉ MELIK OTERO**, hereinafter referred to as “Plaintiff” or “Releasor.” By executing this General Release, Plaintiff acknowledges being of lawful age and of sound mind and is hereby fully and generally releasing and discharging SEMINOLE COUNTY, FLORIDA, its officers, employees, agents, attorneys and representatives, past and present, and any person, firm or corporation in privity with it, including Davies Claims North America, Inc., and insurer, BRIT Global Specialty USA, (hereinafter referred to collectively as “Defendants” or “Releasees”), from any and all claims, rights and actions whatsoever.

RECITALS

A. Plaintiff claims he suffered significant and permanent loss of a bodily function and/or permanent and significant scarring, permanent injury within a reasonable degree of medical probability other than scarring or disfigurement, aggravation or activation of an existing disease or physical defect, pain suffering, disability, physical impairment, inconvenience, and a loss of capacity for the enjoyment of life, expenses of medical care and treatment in the past and in the future, and loss of wages and/or loss of earning capacity in the future. He claims that the aforementioned injuries, damages, harms and losses in the past are either permanent or continuing and he will continue to suffer into the future as a result of an incident that occurred on or about September 4, 2020, near North US Highway 17-92 in Seminole County, Florida, just past the intersection of Silkwood Court, and filed a lawsuit in the Seminole County Circuit Court, *Tre Johnte Melik Otero v. Seminole County*, Case Number: 2021-CA-002774.

B. Plaintiff desires to execute this General Release in order to provide for a certain payment in full settlement and discharge of all claims which are or might have been brought against Defendants upon the terms and conditions set forth herein.

RELEASE

Plaintiff hereby agrees as follows:

1. Release and Discharge

In consideration of the payment called for herein, Plaintiff generally releases and forever discharges Defendants, their insurers, officers, directors, shareholders, agents, and employees, past and present, and their past, present and future officers, directors, shareholders, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now or may hereinafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, expenses and compensation, or punitive damages which the Plaintiff now has or which may hereinafter accrue or otherwise be acquired on account of or in any way growing out of or which are the subject of the incident that occurred on or about September 04, 2020, including, without limitation, any and all known or unknown claims for bodily injuries, personal injuries, loss of services, loss of support, loss of earnings, loss of protection, mental pain and suffering and medical expenses to the Plaintiff, which have resulted or may result from the alleged acts or omissions of the Defendants. This release and discharge on the part of the Plaintiff shall be a fully binding and general release by the Plaintiff of the Defendants, their assigns and successors. The Plaintiff agrees to defend, indemnify and hold the Defendants harmless from and against all such claims, demands, obligations, actions, causes of action, damages, costs and expenses.

2. **Payment**

In consideration of the release and discharge set forth above, the Defendants hereby agree to pay **EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00)** for a full and complete settlement.

3. **Attorney's Fees and Costs**

Plaintiff shall bear all attorney's fees and costs arising from the actions of his own counsel in connection with the lawsuit referred to in Recitals Paragraph A, this General Release and the matters referred to herein, and all related matters.

4. **General Release**

Plaintiff hereby acknowledges and agrees that the release and discharge set forth above is a General Release and he further expressly waives and assumes the risk of any and all claims which exist as of this date, but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect the Plaintiff's decision to execute this General Release.

Plaintiff further agrees that he has accepted payment of the sum specified herein as a general compromise of matters involving disputed issues of law and fact and he assumes the risk that the law or facts may be otherwise than he believes. It is understood and agreed by Plaintiff that this General Release is a compromise of a disputed claim and the payment made is not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied.

5. **Discharge and Indemnification of Defendants and Satisfaction of Liens**

Plaintiff 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 Plaintiff 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, Plaintiff will satisfy those claims and will hold Defendants 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 the Plaintiff'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. Plaintiff and Plaintiff's 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 Plaintiff alleges are related to the incident that is the subject of Releasor's Amended Complaint. The parties agree that this settlement is intended to provide Plaintiff a lump sum payment which will foreclose Defendants' 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 Plaintiff's injury, and without an admission of liability on the part of the Defendants, have been taken into consideration in the calculation and settlement of Plaintiff's future medical expenses.

Plaintiff 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.

Plaintiff 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 Plaintiff's current or future entitlement to Social Security or other governmental benefits. Plaintiff acknowledges that acceptance of these settlement funds may affect Plaintiff's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Plaintiff 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 Releasor's 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, Releasor and Releasor's 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. Plaintiff and Plaintiff's attorney further agree that Medicare's lien will be satisfied by cutting separate checks to Medicare and the Plaintiff's counsel. Plaintiff warrants that all payments due and owing to Medicare are and will be the sole and exclusive responsibility of the Plaintiff, and further agree that the Plaintiff will indemnify and hold harmless Defendants for any and all amounts paid and/or sought by Medicare/CMS from Releasees.

6. Reservation of First Party Benefits

Notwithstanding anything herein to the contrary, this General Release shall not release any health, disability or other insurance carrier or self-insureds from their 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. In executing this General Release, it is the intention of Plaintiff to release and discharge the Defendants only and to reserve all rights of Plaintiff to obtain all first-party benefits to which Plaintiff may be entitled.

7. Warranty of Capacity to Execute General Release

Plaintiff represents and warrants that besides himself, no other person or entity has or has had any interest in the claims, demands or actions referred to in this General Release, except as otherwise set forth herein; and that he has the sole right and exclusive authority to execute this General Release and receive the sum specified in it; and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands or actions referred to in this General Release.

8. Dismissal of Lawsuit With Prejudice

Plaintiff understands and agrees that concurrently with the execution of this General Release, his 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. Plaintiff agrees the Court will retain jurisdiction to enforce the provisions of this General Release.

9. Entire Agreement and Successors in Interest

This General Release contains the entire agreement between Plaintiff and Defendants with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

10. Representation of Comprehension of Document

By the execution of this General Release, Plaintiff represents that he has fully read the General Release and fully understands and accepts the same.

10. Taxes

It is understood and agreed that the payment described above constitutes tort damages. It is acknowledged that in the event any tax liability ensues from the payment of these tort damages, Plaintiff shall assume sole responsibility for said liability and such tax liability shall not be a ground for setting aside the settlement and/or this General Release.

11. Governing Law

This General Release shall be construed and interpreted in accordance with the laws of the State of Florida.

12. Effectiveness

This General Release shall become effective upon execution by Plaintiff below.

EXECUTED AT _____, Orange County, this 2nd day of May, 2024.

[Signature]
WITNESS

[Signature]
TRE JOHNTÉ MELIK OTERO

[Signature]
WITNESS

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 TRE JOHNTÉ MELIK OTERO who is personally known to me or who produced FL DL as identification, this 2nd day of May, 2024.

Brandie Schexnaider
NOTARY PUBLIC
My Commission Expires: 11-20-27



BRANDIE SCHEXNAIDER
Notary Public
State of Florida
Comm# HH465728
Expires 11/20/2027