

CONFIDENTIAL FULL AND FINAL RELEASE OF ALL CLAIMS
MAGDALA DESORMEAUX VS. CITY OF RIVIERA BEACH

THIS INSTRUMENT is executed this 1ST day of June 2021 by **Magdala Desormeaux** (hereinafter called "Releasor"). By executing this Full and Final Release of All Claims, Releasor acknowledges being of lawful age and of sound mind, and does hereby fully and completely release and discharge the **City of Riviera Beach** (referred to herein as "Releasee"), from any and all claims, rights and actions as set forth below.

NOW, THEREFORE in consideration of a total payment of **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$125,000.00)** paid to Releasor by or on behalf of Releasee, Releasor agrees as follows:

1. The Releasor, on behalf of herself, her executors, administrators, successors, subrogees, privies and assigns, agrees to fully and finally release, discharge, acquit, defend and hold harmless Releasee and its officers, representatives, administrators, insurers, employees, attorneys, agents, affiliates, parent companies, subsidiaries, independent contractors, successors, privies, assigns, associations, and partnerships of and from any and all claims, actions, causes of action, demands, payments, attorneys' fees, benefits, rights, damages, claims for punitive damages, costs, interest, liens, losses, compensation and expenses of any nature whatsoever which Releasor had, now have or which may hereafter accrue, on account of or in any way growing out of: (1) any and all allegations of personal and/or economic damages and any consequences thereof which have been or may have been asserted in the *automobile accidents occurring on March 16, 2018*; (2) any and all damages to sustained on or about as a result of the automobile accident, and; (3) any other claims which may arise under other federal, state, or local law, including any claims in tort, or that exist in any other form in common law or otherwise, up to and including the effective date of this Agreement.

2. Pursuant to the Medicare Secondary Payer Act (42 U.S.C. § 1395y) and the Medicare Secondary Payer Manual, the parties to this settlement believe that any rights or interests Medicare may have in the settlement have been adequately considered and protected. It is not the purpose of this settlement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Releasor and Releasee. The Releasor is not currently a Medicare beneficiary, and is not on SSDI nor has applied for SSDI. As such, the settling parties believe they are not required to create a Medicare Set Aside Arrangement.

3. Releasor represents and warrants that Case No. 2019-CA-002414 will be dismissed with Prejudice. No further Civil Actions will be filed related to this claim, whether in court or before any federal, state or local agency related to any matter that is included in the Release set forth herein.

4. It is understood and agreed that this Release constitutes the full settlement and compromise of doubtful and disputed claims, whether or not actually asserted, the validity of which is expressly denied. Releasees disavow any wrongdoing of any nature whatsoever, and the settlement of this matter does not constitute any admission, evidence, or suggestion of wrongdoing related to this or any other case, whether currently existing or brought in the future. Rather, Releasees and Releasor enter into this Release solely as a means of resolving this matter in a manner that will avoid litigation-related expenses.

5. Releasor hereby agrees to discharge or indemnify, defend and hold harmless Releasees from and against any and all claims, demands, obligations, actions, causes of action, subrogation actions, contribution actions, indemnity actions, damages, costs and expenses brought by any person or entity having a claim resulting from or arising out of the injuries or damages that were sustained in the alleged incident referenced in the Civil Action. This includes, but is not limited to, any and all claims made by any person or entity under insurance company liens, or subrogation rights, governmental and non-governmental liens, and any other legislation providing for the imposition of a lien, or any other class

of benefits paid to or payable to the Releasor or his representatives or attorneys as a result or consequence of the subject incident. Any such pending unpaid liens will be satisfied from the proceeds of the settlement.

6. It is understood and agreed that the Releasor relies wholly upon Releasor's judgment, belief and knowledge of the nature, extent, effect and duration of any injuries, damages or losses sustained. Releasor hereby assumes full responsibility for any injuries, damages or losses that Releasor may incur which, in any way, relate to or arise from the subject accident.

7. Releasor also understands and agree that the payments designated herein will cover all attorneys' fees, expenses, and all other costs incurred by Releasor, or any subsequent related documents and proceedings associated with the settlement and Release set forth herein. Any claims by Releasor and his counsel for attorneys' fees and other costs and expenses are fully and finally resolved by the aforementioned payment, and no additional request for such items or monies will be made.

8. Releasor and Releasees agree that the nature and terms of this Release are strictly confidential and have not already been disclosed nor will be disclosed, either directly or indirectly, and further agrees that comments on the settlement of this matter and on the allegations, claims and conduct asserted in any Civil Action shall be limited to "the matter has been amicably resolved". Ten dollars of the Settlement amount are directly associated with the subject confidentiality provision. In the event that any disclosure is required by law, Releasor and Releasees agree that they will request and demand, to the utmost extent possible, that such disclosure be strictly limited and maintained in a confidential manner.

9. This Release is freely and voluntarily executed by Releasor after having been apprised of all relevant information and data furnished by his consultants and/or attorneys. Releasor and his counsel represent that they believe this arrangement to be just and fair under all the relevant facts and

circumstances. Further, in executing this Release, Releasor does not rely on any inducements, promises or representations made by the Releasees or any of the Releasees' representatives or attorneys, other than those expressly set forth. This Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not merely a recital.

10. Releasor affirms that the only consideration for entering into this Release are the provisions and terms set forth herein, that no other promise or agreement of any kind has been made to or with either Releasor and/or her attorney by any person or entity whatsoever to cause them to enter into this Release, and that they fully understand the meaning and intent of this Release, including but not limited to its binding effect. This Release may not be altered, amended, modified or otherwise changed, except in writing, executed by the parties hereto or a duly authorized officer of a party hereto.

11. This Release may be pled as the full and complete defense to, and may be used as a basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Release. In the event of litigation or arbitration in connection with the enforcement or interpretation of this Release, the prevailing party shall be entitled to the payment of its attorneys' fees, costs and expenses incurred in connection with such litigation or arbitration.

12. This Release shall be interpreted, enforced, and governed under the laws of the State of Florida. Its terms and provisions are severable, and if any part of this Release is found to be unenforceable, the remainder will continue to be valid and enforceable.

13. Releasor represents and declares that they have carefully read this Release, which contains a full and final release of all claims, that they know and understands the contents of this Release, and that they executed this Release as their own free act and deed.

14. Notwithstanding anything in this document to the contrary, except for the herein

specifically named Releasee, the undersigned has a right to bring legal action against and recover damages from any other person, firm corporation, organization or insurer. This reservation does not include the specifically named Releasees released herein who are given a full and final release from any and all claims, demands, damages and actions arising out of the incident referenced herein.

RELEASOR HAS READ THE FOREGOING FULL AND FINAL RELEASE OF ALL CLAIMS, HAS RECEIVED THE ADVICE OF COUNSEL, AND COMPLETELY UNDERSTANDS IT. RELEASOR FURTHER AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS RELEASE SHALL BE CONSTRUED AS IF THE PARTIES JOINTLY DRAFTED THE RELEASE.

CAUTION: READ BEFORE SIGNING BELOW

Releasor:



MAGDALA DESORMEAUX
Print name: **Magdala Desormeaux**

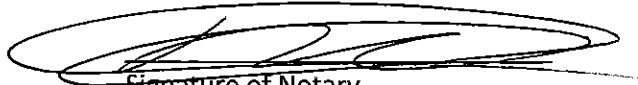
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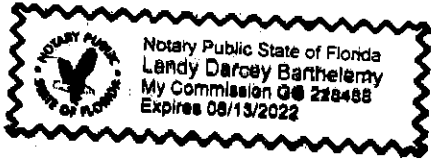
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of June, 2021 by **Magdala Desormeaux** who is personally known or have produced drivers' licenses as identification.



Signature of Notary



Landy Darcey Barthelemy
PRINT, TYPE OR STAMP NAME OF
NOTARY