

## GENERAL RELEASE

This General Release (hereinafter referred to as Release) is agreed to, and entered into, and by, between and on behalf of Ronald D. Sibel, heirs, administrators, executors, successors, assigns, agents, attorneys, and other representatives (hereinafter referred to as Releasor), and City of Riviera Beach(hereinafter referred to as Employer).

**WHEREAS**, Releasor began employment with Employer on or about December 26, 1999, and was employed continuously until March 30, 2016; and

**WHEREAS**, Releasor claims personal injuries from a work-related accident or accidents occurring on or about 8/13/2015; and

**WHEREAS**, Releasor has filed a claim for workers' compensation benefits with the State of Florida, Department of Administrative Hearings; and

**WHEREAS**, Releasor and Employer have agreed to a settlement of Releasor's workers' compensation claim; and

**WHEREAS**, the employment relationship between Employer and Releasor has been irreparably damaged; and

**WHEREAS**, Releasor and Employer desire to settle fully and finally all differences and disputes between them, including, but in no way limited to, those differences and disputes embodied in the aforementioned workers' compensation claims, and any other claims that the Releasor has, or may have, against Employer as of the date of execution of this Release, whether known or unknown;

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, it is agreed by Releasor and Employer as follows:

1. This Release shall not in any way be construed as an admission by the Employer of any acts of discrimination, retaliation or other wrongdoing against Releasor or any other person, and the Employer specifically disclaims and denies any liability to, or discrimination, retaliation or other wrongdoing against, Releasor or any other person, on the part of Employer, its employees, agents, servants, attorneys or other representatives. Except to the extent necessary to enforce this Release, it is further agreed that neither this Release nor any part thereof is to be used or admitted into evidence in any proceeding of any character, judicial or otherwise, now pending or otherwise instituted, unless required to do so by court order.

2. Releasor represents and agrees that he has previously voluntarily and of his own free will resigned from his employment with Employer. Releasor further agrees herein that he will not be re-employed by Employer, or any entity of the Employer, and that Releasor will not re-apply for or otherwise seek employment with Employer, or any entity of the Employer, at any time. This Release is contingent upon the Judge of Compensation Claims' approval of the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlements Under F.S. § 440.20(11)(c),(d) and (e) (2003). In the event the Judge of

Compensation Claims does not approve the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlements Under F.S. § 440.20(11)(c),(d) and (e) (2003), this Release shall be completely void and of no effect whatsoever.

3. Releasor represents that he has not filed any other claim or claims (including those identified in Paragraph 6. below) against Employer other than those which may have already been withdrawn by Releasor. Releasor further represents that he will not so file at any time hereafter any such claim or claims against Employer and that if any such agency or court assumes jurisdiction of any claim or claims against Employer, then Releasor will request such agency or court to withdraw from the matter, and will not participate, unless compelled by law to do so, in the agency or court processing of that matter.

4. The Releasor and Employer reaffirm their approval and assent to the Stipulation for Lump Sum Settlement, a copy of which is attached hereto as Exhibit A and is hereby incorporated herein, which was reached in the pending workers' compensation case styled, **Ronald D. Sibel v. City of Riviera Beach**; D/A 8/13/2015. Releasor and Employer agree that they will cooperate and take such actions to make the Stipulation of Lump Sum Settlement and this Release binding upon them, and implement the terms and conditions thereof in a timely manner.

5. In consideration for release or entering into this Release, Releasor is being paid \$100.00, which is included in the amount being paid to Releasor under the Stipulation for Lump Sum Settlement, which provides for Releasor to be paid the amount of \$422,235.00, out of which Releasor will pay \$37,250.00 in attorney's fees and costs to Releasor's counsel. Releasor agrees that such consideration to be paid to Releasor as described above, and such other assurances and promises provided herein by Employer, constitute good, valuable, adequate, and sufficient consideration for Releasor to enter into this Release. The Releasor agrees to waive any and all penalties and interest that may be due and owing in conjunction with this General Release. The Employer will have thirty (30) days from receipt of the signed Order by the Judge of Compensation Claims approving the workers' compensation settlement to make the above-referenced payment.

6. As a material inducement for the Employer to enter into this Release and the Stipulation for Lump Sum Settlement, Releasor affirms that he knowingly and voluntarily hereby irrevocably and unconditionally releases, acquits, and forever discharges the Employer, its owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with any of the foregoing, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, causes, losses, debts, and expenses, of any nature whatsoever, which are known or may subsequently be discovered by Releasor, including but not limited to any and all claims and causes of action related to, connected with or arising out of Releasor's employment with Employer, including the resignation of Releasor's employment.

This Release by Releasor shall include any and all claims against Employer for discrimination or harassment based on gender, race, handicap or disability, veteran status, national origin, religion, marital status, sexual orientation, familial status, pregnancy, medical leave, past or current health or medical condition, predisposition to a particular health or medical condition, or any other claims or causes of action based upon Releasor's employment with

Employer under any federal, state, or local equal employment opportunity laws, ordinances, regulations or orders, or retaliation for filing or reporting, or attempting to file or report, such claims, including but not limited to claims under Title VII of the Civil Rights Act of 1964, Civil Rights Act of 1866 (Title 42 of the U.S. Code, Section 1981), the Employee Retirement Income Security Act of 1974, the Equal Pay Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), The Family and Medical Leave Act, the Worker Adjustment Retraining Notification Act, the Americans with Disabilities Act, the Florida Civil Rights Act, Section 440.205 of the Florida Workers' Compensation Law, or any other federal, state, or local laws or ordinances applicable to the employment relationship.

This Release by Releasor shall also include claims against Employer under any state's law for breach of any contract, agreement or promises made prior to the date of the execution of this Release; claims for wrongful termination or discharge, retaliation, coercion or intimidation of any type including, but not limited to, any claim under Section 440.205 of the Florida Workers' Compensation Law; claims under Florida's Labor Code, including Chapter 448, and any claim under the Florida Whistleblower Law; claims for unemployment compensation; breach of express or implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress; claims for fraud, libel, slander or invasion of privacy, including without limitation statements made concerning Releasor's termination; claims for any and all severance benefits other than payments provided for in this Release; as well as any other claims or causes of action Releasor might have against Employer.

Releasor also waives his right to recover in any action which may be brought on behalf by any person or entity, including any governmental agency such as the Equal Employment Opportunity Commission, Department of Labor, or the Florida Commission on Human Relations.

7. For the purposes of implementing a full and complete release and discharge herein, Releasor expressly acknowledges that he knowingly and voluntarily intends for this Release to include in its effect, without limitation, release of all claims, known and unknown, which the Releasor may have against the Employer as of the date of the execution of this Release, and that through this Release, the Releasor intends to extinguish the right to pursue any such claim or claims against the Employer.

8. Releasor and Employer represent and acknowledge that in executing this Release no other promises, agreements, representations or statements have been made by anyone on behalf of either party, or by any of their respective agents, representatives or attorneys with regard to the subject matter, basis or effect of this Release, aside from those contained in this Release including Exhibit A, which is incorporated herein, and that this Release, including Exhibit A, comprises the parties' entire agreement, and supersedes any and all prior agreements or understandings between the parties.

9. This Release shall be binding upon, and inure to the benefit of, the Releasor and the Employer.

10. This Release is made and entered into in the State of Florida, and shall in all respects be interpreted, enforced, and governed by the laws of The State of Florida. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, not

strictly for or against either party, and it is expressly understood that any rule requiring construction of the document against its drafter shall not be applied in this case.

11. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of the Release.

12. Releasor and Employer represent and agree that all aspects of the Release have been thoroughly discussed with their respective legal counsel, that all provisions hereof have been carefully read and are fully understood, and that this Release is knowingly and voluntarily being entered into by the Releasor and Employer.

13. Releasor acknowledges that no taxes of any type were deducted from the payments made to Releasor for damages, attorney's fees, and costs. Releasor understands that he shall be liable for any other tax due and owing to any governmental agency in association with payments received under this Release, and agrees to hold Employer harmless and to indemnify Employer against such claims inclusive of attorney's fees and costs.

14. Releasor and Employer agree that this Release shall not prevent Releasor from pursuing claims against third parties provided that any such claim does not, in any way, result in additional cost to or liability for Employer. Therefore, Releasor further agrees that if he files or has filed any suit or makes any claim against any third party, including but not limited to current or former employees of Employer, seeking damages allegedly incurred in the incident that led to his injury, or any other injuries allegedly incurred during his employment, that he will indemnify Employer from all costs and expenses, including attorney's fees, that Employer may incur in connection with or arising out of such third party lawsuit, including any suits, claims or causes of action by any person or party seeking indemnification or contribution from Employer. In any such action Employer will have a right to defend itself and/or settle such action, and Releasor agrees that this will not affect his duty to indemnify Employer for their costs and/or attorney's fees, or for any amounts paid, including any settlement.

15. The parties agree that they shall not disclose the terms of this Release, to include the monetary consideration, or the fact that a Release has been entered into, to anyone except for communications with their attorneys, or as ordered by the court or other tribunal, or as otherwise required by law.

16. PLEASE READ THIS RELEASE CAREFULLY. IT CONTAINS A RELEASE OF ALL CLAIMS, KNOWN AND UNKNOWN, WHICH RELEASOR MAY HAVE AS OF THE DATE RELEASOR SIGNS THIS RELEASE, INCLUDING CLAIMS ARISING UNDER **THE AGE DISCRIMINATION IN EMPLOYMENT ACT (TITLE 29 OF THE U.S. CODE, SECTIONS 621-634)**.

BY SIGNING THIS RELEASE, RELEASOR ACKNOWLEDGES THAT HE HAS READ THIS RELEASE OF ALL CLAIMS, INCLUDING THOSE ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT; UNDERSTANDS THE TERMS AND CONDITIONS OF THE RELEASE; AND IS KNOWINGLY AND VOLUNTARILY ENTERING INTO IT. HE FURTHER ACKNOWLEDGES THAT IN EXCHANGE FOR ENTERING INTO THIS RELEASE, HE HAS RECEIVED FROM THE EMPLOYER GOOD,

VALUABLE, ADEQUATE AND SUFFICIENT CONSIDERATION, AS DESCRIBED HEREIN, WHICH IS ABOVE AND BEYOND THAT TO WHICH WAS ALREADY ENTITLED.

RELEASOR FURTHER ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF HIS RIGHT TO HAVE AT LEAST TWENTY-ONE (21) DAYS TO CONSIDER THE RELEASE, BUT THAT RELEASOR MAY EXECUTE THE RELEASE BEFORE THAT TIME EXPIRES. THE RELEASOR UNDERSTANDS THAT HE MAY REVOKE ACCEPTANCE OF THE RELEASE AT ANY TIME DURING THE SEVEN (7) DAYS IMMEDIATELY FOLLOWING THE EXECUTION OF THE RELEASE, BUT AFTER THAT TIME THE RELEASE SHALL BE IRREVOCABLE AND ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

RELEASOR IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS RELEASE, AND HE ACKNOWLEDGES THAT HE HAS, IN FACT, REVIEWED IT WITH AN ATTORNEY PRIOR TO SIGNING IT.

\_\_\_\_\_  
Employee/Claimant/Releasor

STATE OF FLORIDA :  
:   
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_(date) by \_\_\_\_\_(name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_(type of identification) as identification, who, upon being duly sworn, certifies that the information furnished by the Employee/Claimant/Releasor as incorporated in the foregoing General Release is true and correct, and that the Employee/Claimant/Releasor  has read the General Release;  has had the General Release read, and believes the General Release to be in the Employee/Claimant/Releasor's best interest.

Notary Public: \_\_\_\_\_  
State of Florida at Large: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Employer Representative Signature

Printed Name: \_\_\_\_\_

Re: Ronald D. Sibel v. **City of Riviera Beach**

STATE OF FLORIDA :

:

COUNTY OF PALM BECH :

Before me the undersigned authority authorized to administer oaths and take acknowledgments personally appeared \_\_\_\_\_, who  is personally known to me;  was identified by drivers' license no. \_\_\_\_\_, on this \_\_\_ day of \_\_\_\_\_, 2021, who, upon being duly sworn, certifies that the information in the foregoing General Release is true and correct, and that the Employer Representative has read the General Release, and believes the General Release to be in the Employer's best interest.

Notary Public: \_\_\_\_\_

State of Florida at Large: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Commission Number: \_\_\_\_\_

(Seal)