

SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS

PARTIES

This Settlement Agreement and Release of All Claims, henceforth referred to as the "Agreement", is entered into by and between KWAMAIN O'NEAL, henceforth sometimes referred to as "Releasor", and City of Riviera Beach, Brit Global Specialty USA, Underwriters at Lloyd's of London, and Gallagher Bassett Services, including all parents, subsidiaries and related entities, henceforth sometimes referred to as "Releasees."

RECITALS

This Agreement is made with reference to the following facts:

KWAMAIN O'NEAL was allegedly injured on or about October 8, 2018, at or near 1177 W. Blue Heron Blvd., Riviera Beach, Florida.

The injuries sustained by KWAMAIN O'NEAL may be permanent and progressive and recovery therefrom is uncertain and indefinite.

Certain claims, defenses, causes of action and disputes may exist or arise out of the October 8, 2018, incident occurring at or near 1177 W. Blue Heron Blvd., Riviera Beach, Florida, involving KWAMAIN O'NEAL and the Releasees. It is the intention of the Releasor to fully and completely settle any and all claims, causes of action and disputes that exist or may arise against Releasees City of Riviera Beach, Brit Global Specialty USA, Underwriters at Lloyd's of London, and Gallagher Bassett Services as of the date this Agreement is executed.

At the time of executing this Agreement, KWAMAIN O'NEAL is of sound mind and represented by counsel.

RELEASE

In consideration of an immediate cash payment of **FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00)**, receipt of which is hereby acknowledged by the

Releasor, his heirs, personal representatives and assigns, Releasor hereby releases and discharges Releasees, their parents and subsidiaries including, but not limited to, officers, agents, employees, successors and assigns, insurance and excess insurance companies from any and all claims, demands, damages, costs, expenses, and causes of action, whether based on tort, vicarious liability, contract or any other theory of legal recovery, including worker's compensation claims and for damages of every type and nature, including but not limited to compensatory damages and punitive damages, for injuries already sustained or that may hereafter be sustained in connection with the incident which forms the basis of the claim involving KWAMAIN O'NEAL and City of Riviera Beach. This amount is inclusive of Medical Payment Coverage "med pay."

SETTLEMENT OF DISPUTED CLAIMS

Releasees have agreed to enter into this Agreement to avoid the substantial expense, burden, and inconvenience of litigation, trial, and appeal it may incur in further prosecuting or defending these claims and to terminate further controversy respecting the claim of Releasor KWAMAIN O'NEAL for damages of any and all types, arising from the October 8, 2018, incident occurring at or near 1177 W. Blue Heron Blvd., Riviera Beach, Florida involving City of Riviera Beach, Brit Global Specialty USA, Underwriters at Lloyd's of London, and Gallagher Bassett Services including, but not limited to, compensatory and punitive damages that might hereafter be asserted by Releasor, his heirs, personal representatives or assigns. This Agreement shall not be considered as an admission of liability or responsibility of any kind whatsoever on the part of Releasees nor considered as evidence or an admission of liability on the part of Releasees.

WAIVER

In the event that other injuries, damages, losses or consequences not known will be developed or be discovered as a result of those injuries or claims resulting from the October 8, 2018, incident, this Agreement and the compromise settlement upon which it is based are expressly

intended to cover and include, and do cover and include, all such future injuries, damages, losses or consequences, including all rights of actions and lawsuits arising therefrom and the Releasor hereby expressly waives any and all rights arising out of such other injuries, damages, losses or consequences not now known or anticipated.

Releasor expressly consents that this Agreement shall be given full force and effect according to each of its express terms and provisions, including those related to unknown and unspecified claims, demands and rights, and other lawsuits or other causes of action. Releasor acknowledges and agrees that this section is an essential and material term of this Agreement and the compromise settlement which leads to it and that without the inclusion of this section of the Agreement, this compromise settlement would not have been accomplished nor would Releasees have entered into this Agreement. Releasor has had an opportunity to read and to confer with counsel of his choice regarding this Release and Settlement Agreement, including but not limited to this section and, being of competent mind, understand and acknowledge the significance of the Agreement and the waiver provided herein.

NO RELIANCE ON REPRESENTATIONS

Releasor has executed this Agreement without reliance on any representations by the Releasees or any of their representatives, other than those representations set forth in this Agreement.

FLORIDA LAW APPLIES

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision, paragraph, or other portion of this Agreement is found to be void under the laws of the State of Florida, all the remaining portions of this Agreement will still be binding. This Agreement shall not be amended orally.

LIENS AND OTHER CLAIMS

Releasor agrees to pay off and satisfy any and all liens, subrogation interests and claims of any nature or kind whatsoever including but not limited to those for, medical bills, lost wages, workers compensation, charging liens, governmental liens including Medicare and Medicaid liens that have been, may be, or will be asserted as a result of the October 8, 2018, incident occurring at or near 1177 W. Blue Heron Blvd., Riviera Beach, Florida involving City of Riviera Beach, Brit Global Specialty USA, Underwriters at Lloyd's of London, and Gallagher Bassett Services, and to indemnify and hold Releasees harmless for the payment of any and all such liens and claims. In order to do so, the Releasor and his counsel further declare and agree to hold in escrow a sufficient amount from the settlement funds to satisfy any and all liens asserted by Medicare and/or Medicaid and agree that these funds will not be released to any other person until the liens have been satisfied fully from those funds. Releasor and his counsel will forward to defense counsel, upon receipt, documentation from the lien holders confirming that the liens have been satisfied. It is understood and agreed that this paragraph is intended to preclude any further claims or actions against the Releasees seeking reimbursement for liens, and, in the event of any such claims or actions, to make Releasor responsible, legally and financially, for any such claims or actions. Further, Releasor warrants that his alleged injury arising from the incident is fully recovered and that he will not use Medicare benefits in the future to treat such injury. Additionally, Releasor agrees and acknowledges that any present or future action or decision by CMS or Medicare, including actions regarding KWAMAIN O'NEAL'S eligibility or entitlement to receive Medicare or Medicare payments, will not render this Settlement Agreement and Release of all Claims void or ineffective, or in any way affect the finality of this settlement. The Releasor understands and agrees that any future medical treatment relating to body parts allegedly injured, sustained or arising out of this accident, occurrence or claim, or expenses incurred by the Undersigned for like

or similar injuries, are the sole responsibility of the Undersigned and will not be shifted to the federal government or Medicare. Therefore, there is no risk of shifting future medical expenses to the Medicare program after the settlement of this claim.

Should the Centers for Medicare & Medicaid Services (CMS) (or any of its affiliates or subcontractors) submit or make any claim, allegation, investigation, or otherwise inquire about any Medicare-related expenses alleged by CMS to be associated with this claim at any time in the future, the Undersigned expressly agrees to cooperate with the Releasees or any of their agents, subsidiaries, or designees in responding to or addressing the claims raised by CMS. This includes, but is not limited to, providing the Releasees with a consent form so they can transmit and receive data to and from CMS (including medical information), providing the Releasees with details about any alleged expenses CMS claims is related to this claim, and any other information that is reasonably necessary to allow the Releasees to properly address any claim(s) by CMS. Furthermore, the Releasor releases, acquits and forever discharges the Releasees from any claim of the action the Releasor may have had pursuant to 42 U.S.C. § 1395y (b)(3)(A).

CONFIDENTIALITY

It is further agreed that this Settlement Agreement and Release of All Claims will not be disclosed or provided to persons or entities other than Releasors, Releasees, their attorneys, their tax advisors, accountants, tax preparers, or financial advisors except as may be required by law. Releasor and Releasees agree that they will not initiate contact with the news media any other entity or individual concerning this action. In the event that Releasor or Releasees are contacted by the news media concerning this case and its resolution, it is agreed that no discussion of this case or its resolution will occur beyond stating that “the case has been settled to the satisfaction of all concerned” or words of similar effect.

Releasor and Releasees acknowledge that the matters embraced by this section of the Settlement Agreement and Release of All Claims are material to the resolution and settlement and that breach of this confidentiality agreement may be actionable in the courts and may result in equitable and legal remedies being granted or imposed for such breach.

COSTS AND FEES

Releasor and Releasees agree that each party shall bear their own costs and attorneys fees incurred in prosecuting and/or defending the claim described above. In the event that any action, motion or other legal proceeding is undertaken by either party to enforce the terms of this release and settlement agreement, the prevailing party as determined by the court shall be awarded its reasonable costs and attorneys fees incurred in enforcement of the terms of the release.

By my signatures below, I acknowledge having read this Agreement and, having had the opportunity to confer with counsel of my choice, understand it and intend to be bound by its terms.

THE RELEASOR HAS READ THE FOREGOING RELEASE, HAS HAD THE OPPORTUNITY TO CONFER WITH COUNSEL REGARDING THIS RELEASE, FULLY UNDERSTANDS IT, AND AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS GENERAL RELEASE OF ALL CLAIMS BE CONSTRUED IN FAVOR OF THE RELEASEE.

**CAUTION: READ BEFORE
SIGNING BELOW**

Releasor:

KWAMAIN O'NEAL

WITNESS

WITNESS

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2021, by KWAMAIN O'NEAL, who, after being first duly sworn, acknowledged that he/she is the person duly authorized to execute the foregoing Settlement Agreement and Release Of All Claims as the Releasor, and that he/she executed the same freely and voluntarily for the purposes described therein.

Notary Public

My Commission Expires:

HOLD HARMLESS AND AFFIDAVIT OF NO LIENS

STATE OF FLORIDA)
) SS
COUNTY OF)

For the purposes of this document, the terms **CLAIMANT, RELEASEE, INCIDENT and FUNDS** shall refer to the individuals, incident and the amount as follows:

- A. **CLAIMANT** is: KWAMAIN O'NEAL

- B. **RELEASEES** are: City of Riviera Beach, Brit Global Specialty USA, Underwriters at Lloyd's of London, and Gallagher Bassett Services

- C. **INCIDENT** is: An alleged October 8, 2018, incident which forms the basis of the lawsuit styled claim involving KWAMAIN O'NEAL and City of Riviera Beach

- D. **FUNDS** are: **FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00)**

Wherefore CLAIMANT is about to consummate settlement of his claim as arising out of the INCIDENT for the FUNDS to be paid to CLAIMANT by or on behalf of RELEASEES pursuant to said settlement, CLAIMANT desire to make certain representations, covenants and agreements under oath.

CLAIMANT hereby states that there are no unpaid obligations incurred and/or owing by CLAIMANT or any of their assigns and/or representatives to any entity in the State of Florida for services or materials rendered to or on behalf of CLAIMANT on or since the dates of the incidents occurring on or about October 8, 2018. This representation is being made by CLAIMANT to induce the RELEASEES to enter into such settlement and to pay the FUNDS to CLAIMANT without procuring any release of lien in the State of Florida under such statutes as may be applicable providing for liens.

Further, CLAIMANT covenant and agree to indemnify, protect and save from harm RELEASEES from any and all claims of lien, including but not limited to, medical providers, medical insurance companies, HMO's, Medicare, Medicaid and worker's compensation liens, and any other liens as arising out of or related to the INCIDENT aforesaid.

CLAIMANT hereby covenants and agrees to indemnify, protect and save from harm RELEASEES against any and all loss, cost, and expenses whatsoever arising on account of any action, claim or demand which anyone, individual, firm or corporation, may hereinafter bring or assert on account of any injury, loss or damage resulting from, or arising out of or related to the INCIDENT referred to above.

FURTHER CLAIMANT SAYETH NAUGHT

BEFORE ME the undersigned authority, personally appeared the **CLAIMANT** referred to hereinafter who first being duly sworn, deposed and testified to the truth of the foregoing for the purposes expressed therein and who, by his signature hereto, indicates her desire and intent to be bound hereby.

THE RELEASOR HAS READ THE FOREGOING HOLD HARMLESS AND AFFIDAVIT OF NO LIENS, HAS HAD THE OPPORTUNITY TO CONFER WITH COUNSEL REGARDING THIS AFFIDAVIT, FULLY UNDERSTANDS IT, AND AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS HOLD HARMLESS AND AFFIDAVIT OF NO LIENS BE CONSTRUED IN FAVOR OF THE RELEASEE.

**CAUTION: READ BEFORE
SIGNING BELOW**

Releasor:

KWAMAIN O'NEAL
