

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into as of the last date signed below by the School Board of Clay County, Florida (“School Board”) and Mr. Jason Asencio, collectively referred to hereinafter as “the Parties,” in accordance with the following terms and conditions:

1. In January 2015, Mr. Asencio’s daughter – a teenager who attended Clay County District Schools – was tragically struck and killed by a passing motorist while traversing a public roadway on foot toward a school bus (“2015 Accident”).

2. In 2016, Mr. Asencio sued (on his own behalf and as personal representative of his daughter) the School Board and numerous other parties. The School Board was named as one of seven party defendants in *Asencio v. Clay County School Board, et al.*, Case No. 2016-CA-000778, Fourth Judicial Circuit in and for Clay County, Florida (“Action 1”). It was later consolidated with a second case likewise filed in the Fourth Judicial Circuit by Mr. Asencio against additional party defendants in Case No. 2016-CA-1200 (“Action 2”).

3. The Parties desire to enter into this Agreement in order to provide the full settlement and discharge of all claims which are or might have been asserted against the School Board by Jason Asencio (either individually or as a personal representative of the deceased) in Action 1 or Action 2 or otherwise arising from or connected to the 2015 Accident.

4. Accordingly, in exchange for the Board’s payment of the sums set forth below, Mr. Jason Asencio hereby fully and finally resolves, releases, and discharges the Board, its officers, elected officials, employees, principals, agents, successors, and

assigns from all claims, actions, demands, rights and causes of action, including any right to demand or receive damages, attorney's fees, or costs, whether known or unknown, statutory, contractual or arising in tort, available now or in the future, in any way arising from or relating to the 2015 Accident, Action 1, and Action 2. Such release and discharge shall be binding on Mr. Asencio as well as his heirs, assigns, agents, and successors.

5. In turn, and in exchange for the release and discharge of all claims, actions, and demands as herein stated, the School Board agrees to pay Mr. Asencio \$25,000.00. Such payment shall be made within twenty (20) days of the date upon which this Agreement is fully executed by the Parties.

6. Within ten (10) business days of the School Board's execution and delivery of the executed Agreement to him, Mr. Asencio shall file a notice of voluntary dismissal of all claims against the School Board (with prejudice) in Action 1.

7. Mr. Asencio represents and warrants that: (i) no other person or entity has or will have any interest or title to the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; (ii) he has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and (iii) he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

8. Nothing herein stated shall be construed to release, remise, or discharge any person, entity or subsequent tortfeasor (other than the School Board, its officers, elected officials, employees, principals, agents, successors, and assigns) from liabilities arising from the 2015 Accident.

9. The Parties shall bear shall bear their own attorney's fees, costs, and expenses incurred in connection with the 2015 Accident, Action 1, Action 2, and this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

11. This Agreement shall not be construed against the Parties as an admission of liability or fault, and the School Board specifically disclaims any such liability or fault. Furthermore, other than in an action to enforce its terms, this Agreement shall not be proffered, admitted, or used as evidence in any administrative, judicial, or quasi-judicial proceeding.

12. This Agreement embodies the Parties' entire understanding, which supersedes all prior written or verbal agreements, and which may be amended only by a written document authorized and jointly executed by the Parties.

13. The Parties warrant and represent to one another that each has the full power and authority to enter into this Agreement and perform all duties and obligations hereby imposed. The Parties further warrant that each person/representative executing this Agreement is duly authorized to execute and deliver this Agreement on behalf of each respective party.

14. The Parties agree to take such action and to execute and deliver all documents necessary to carry out the terms and conditions of this Agreement without further demand.

15. The terms of this Agreement are contractual in nature and not a mere recital of statements, and, should any of the provisions of this Agreement be judicially determined invalid for any reason, the Parties agree that the remaining valid portions shall continue in full force and effect.

16. The Parties acknowledge that each has had the opportunity to read, study, and consider this Agreement, with the assistance and advice of counsel or an otherwise competent representative, and the Parties fully understand and assent to all of the terms of this Agreement.

17. This Agreement may be executed in counterparts which, when taken together, shall constitute an original, fully executed document.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions of this Agreement, as evidenced by the following signatures by their authorized representative(s):

_____ Date: _____
JASON ASENCIO

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Commission Number: _____

AND:

Carol Studdard

CAROL STUDDARD, CHAIR
School Board of Clay County, Florida

Date: 9/6/2018

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 6th day of September, 2018, by Carol Studdard, who is personally known to me or has produced _____ as identification.

Karen L. Bush

Notary Public, State of Florida

Commission Number: _____

