

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 Thomas C. Mitchell, collectively referred to hereinafter as "the Parties," in accordance with the following terms and conditions:

1. In November 2014, Mr. Mitchell was the driver of a private automobile which was struck by a school bus belonging to Clay County District Schools ("District") and operated by former District employee, John E. Lutsch ("Accident"). The bus allegedly backed into Mr. Mitchell's vehicle while he was stopped in traffic in or around Oakleaf Plantation Parkway in Clay County, Florida.

2. Mr. Mitchell sued the School Board and Mr. Lutsch in October 2016, claiming, in part, that the Accident caused personal injuries which led to spinal surgery for which he was charged \$588,335 ("Litigation"). Mitchell's insurer contributed approximately \$310,300 toward this surgical bill.

3. Throughout the Litigation, the School Board has disputed both the extent and causation of Mr. Mitchell's claimed injuries as well as the reasonableness of his spinal surgery bills. The School Board has also challenged the lack of any legal or factual basis for Mitchell's claims against Mr. Lutsch in his "individual capacity." Mitchell ultimately filed "notice of dropping" Lutsch as a party defendant in August 2018.

4. 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 or any of its officials, employees, or agents by Mr. Mitchell either individually or as a personal representative of any interested person or party.

5. Accordingly, in exchange for the School Board's payment of the sums set forth below, Mr. Thomas Mitchell hereby fully and finally resolves, releases, and discharges the School 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 Accident or Litigation. Such release and discharge shall be binding on Mr. Mitchell as well as his heirs, assigns, agents, and successors.

6. 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. Mitchell \$175,000.00. Such payment shall be made within twenty (20) days of the date upon which this Agreement is fully executed by the Parties.

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

8. Mr. Mitchell 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.

9. Plaintiff agrees that he shall be solely responsible to satisfy out of the proceeds of this settlement all legitimate and enforceable liens, subrogation claims, and rights of reimbursement asserted by third parties which arise from or relate to payments made and/or benefits provided to Plaintiff by such third parties. Plaintiff specifically authorizes his attorney(s) to negotiate and satisfy such liens, subrogation claims, and rights of reimbursement on his behalf prior to the disbursement of the proceeds of this settlement to Plaintiff. Plaintiff agrees to defend and hold the School Board harmless from any claims or lawsuits initiated against the School Board as a result of Plaintiff's failure to satisfy any such liens or claims as contemplated by this section.

10. The Parties shall bear shall bear their own attorney's fees, costs, and expenses incurred in connection with the Accident, the Litigation, and this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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):

[Signature]
THOMAS C. MITCHELL

Date: 11/20/2018

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20 day of November, 2018, by Thomas C. Mitchell who is personally known to me or has produced _____ as identification.



Marlene R. Rader
Notary Public, State of Florida
Commission Number: FF 207922

AND:

[insert name], CHAIR
School Board of Clay County, Florida

Date: _____

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Commission Number: _____