

## GENERAL RELEASE AGREEMENT

### **Definitions:**

Waive - Agreement to relinquish my right to obtain a judgment, a waiver must be voluntary and I must know what I am doing in order for it to be effective. A waiver's effectiveness may be challenged in court.

Releasees - Persons or entities being released from liability or other burden.

Release - To discharge a claim or lawsuit; this relinquishes another party, in this case the Releasees, from a current obligation or future obligation resulting from a claim or lawsuit.

Employer - Sarasota County School Board, its owners, officers, Board of Directors and employees.

Company - Sarasota County School Board, its owners, officers, Board of Directors and employees.

KNOW ALL PERSONS BY THESE PRESENTS, that I, Rudy Pallastrone, for consideration in the amount of One Hundred Dollars and No Cents (**\$100.00**), United States Currency, the receipt and sufficiency of which is hereby acknowledged, do for myself, my heirs, agents, representatives, successors, and assigns, hereby forever release, discharge, and surrender any and all claims, whether asserted or not asserted, known or unknown, against **Sarasota County School Board**, its/their carriers, insurers, servicing agents, attorneys, successors, predecessors, assigns, subsidiaries, divisions, holding companies, affiliates and parent companies referred to hereinafter as "RELEASEES". The term RELEASEES includes but is not limited to all of the RELEASEES' officers, agents, servants, employees, directors, attorneys, adjusters, supervisors, managers, officers, directors and any person or entity connected in any nature whatsoever to the RELEASEES without limitation. All parties released hereby are referred to hereinafter as the RELEASEES.

1. I hereby declare and represent that I am over the age of eighteen (18) and that I am legally competent to execute this SETTLEMENT AGREEMENT AND RELEASE knowingly and voluntarily. I further declare and represent that I have never been declared incompetent by any court, government agency, or any similar body authorized to make such declaration. I acknowledge that no promise or inducement not herein expressed has been made, that I am not relying upon any statement or representation made by RELEASEES, or any agent, physician, doctor, lawyer, or other person representing the RELEASEES, or any one of the RELEASEES, concerning the nature, extent, or duration of the injuries, losses, or damages here involved, or the legal liability therefor, or concerning any other thing or matter; that the payment of the above

mentioned sum is in compromise settlement and full satisfaction of all the above and below mentioned actions, claims, and demands whatsoever.

2. This SETTLEMENT AGREEMENT AND RELEASE shall apply only to actions, claims, or demands that arose, or could arise, from the facts giving rise to the claim being settled hereby. This SETTLEMENT AGREEMENT AND RELEASE does not apply to any actions, claims, or demands that may arise from any facts which have not yet occurred.

3. I hereby waive and release my right to future claims and/or lawsuits against RELEASEES and forever discharge the RELEASEES from any and all losses, expenses, claims, judgments, costs, attorneys' fees, expenses, rights, and entitlement, whether known or unknown, that I have now or may later claim to have had against any RELEASEES, without any limitation, on account of anything which has occurred up to the date I sign this SETTLEMENT AGREEMENT AND RELEASE, including, without limitation, those arising out of my employment with the RELEASEES, excluding only my rights to any vested pension benefits. This release includes, but is not limited to, any claims for workers' compensation retaliation pursuant to Section 440.205, Florida Statutes, the Americans with Disabilities Act, workers' compensation, back and/or front pay, unemployment, or for recovery of any losses or other damages to me or my property based on any alleged violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e et seq. (prohibiting discrimination on account of race sex, color, national origin, or religion); the Age Discrimination in Employment Act (ADEA) of 1967, 29 U.S.C. Section 621 et seq. (prohibiting discrimination on account of age); the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. (prohibiting discrimination on account of disabilities); The Fair Labor Standards Act of 1938 as amended, 29 U.S.C. Section 201 et seq.; the Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act of 1988; the Sarbanes-Oxley Act; the Florida Civil Human Rights Act of 1992; the Florida AIDS Act Equal Pay Law; the Florida Whistleblower Protection Act; the Florida Wage Discrimination Law; the Florida Sickle Cell Trait Discrimination Law; the Florida Genetic Testing in Employment Law; the Florida Smoking Rights Law and any other federal, state or local statute, regulation, or common law doctrine regarding employment, unemployment, or discrimination in employment; any disability payments or benefits; any other public programs providing medical expenses, disability payments, or other similar benefits; any and all claims under Medicaid and Medicare; any and all claims for reimbursement or subrogation under any group medical policy, individual medical policy, or any health maintenance organization; any and all claims for reimbursement or subrogation under any health, sickness, or income disability insurance, automobile accident insurance, and any other similar insurance that provides health benefits or income disability coverage; any and all claims for reimbursement or subrogation under any contract or agreement with any group, organization, partnership, or corporation which provides for the payment or reimbursement of medical expenses or wages during a period(s) of disability; and any and all actions, claims, or demands whatsoever of any type or nature which may hereafter

be brought or asserted against the RELEASEES on account of any injury, loss, or damage that arose, or could arise, from the facts giving rise to the claim being settled hereby.

4. I agree never to apply for employment or otherwise seek to be hired, rehired, employed, reemployed, or reinstated by the RELEASEES and I hereby waive any reinstatement or future employment with the RELEASEES. As part of the settlement, I specifically waive any present and future claim to reinstatement or employment with RELEASEES at any time in the future. The parties hereto specifically recognize that substantial questions of fact and law exist as to any possible claim or claims (legal, equitable or otherwise) by myself and therefore, as part of this settlement, I further specifically agree, as a condition of my receipt and retention of the sums provided for herein, not to seek employment with RELEASEES. RELEASEES are under no obligation or duty to consider me for employment in the future. If RELEASEES inadvertently offer employment to me, I will decline such offer, and if I am inadvertently employed I agree that I may be terminated without liability to RELEASEES.

5. I agree and promise that, unless compelled by legal process, I shall not disclose to others and shall keep confidential both the fact of and the terms of this settlement, including the amount referred to in this agreement except that I may disclose this information to my spouse, attorneys, accountants and other professional advisors to whom the disclosure is necessary to accomplish the purposes for which I have consulted such professional advisors. I expressly promise and agree that, unless compelled by legal process, I shall not disclose to any present or former employees of Employer the fact or the terms of this settlement.

6. I promise and agree that I shall refrain from making defamatory or derogatory comments either verbally or written concerning Employer (and as applicable, Employer's management, Board of Directors and employees) and the Company.

7. I acknowledge that due to the position I occupied and the responsibilities I had at Employer, I may have received confidential information concerning Employer's products, procedures, customers, sales, process, contracts and the like. I hereby promise and agree that, unless compelled by legal process, I shall not disclose to others and shall keep confidential all information I have received while employed by Employer concerning Employer's products, procedures, customers, sales, process, contracts, identity of Employer's customers and the terms of any contracts the Employer had with any customers or clients. I agree that a violation of the foregoing obligation to maintain the confidentiality of Employer's confidential information shall constitute a material breach of this agreement. This information includes all aspects of the Employer's business and extends to communications with existing and former employees, customers and business contacts, and on social media sites, and prohibits me from discussing the contents of this agreement or any business of the employer. I agree to continue to abide by the terms of the proprietary agreement executed by me at the time of hire.

8. I agree that, as a condition to receiving the consideration for separation as set forth in this agreement, I will return all Employer property of any kind that is in my possession, custody or control.

9. If for any reason any part of this agreement is found to be invalid, illegal, unconstitutional, unenforceable, or void it will have no effect on the remaining portions of the agreement, which portions will remain intact and in full force and effect.

10. I hereby acknowledge receipt of One Hundred Dollars and No Cents (\$100.00), United States Currency, as valuable and separate consideration in exchange for my agreement to sign this SETTLEMENT AGREEMENT AND RELEASE.

11. This agreement becomes binding upon entry of and Order by a Judge of Compensation Claims approving a *Motion for Approval of Attorney's Fees and Child Support Allocation* that is being submitted as part of a workers' compensation settlement involving accident dates of 9/26/2006 and 9/27/2006.

Name: Rudy Pallastrone

Signature: Rudy Pallastrone

Date: 10/11/13

COUNTY OF: Sarasota

STATE OF: Florida

Rudy Pallastrone BEFORE ME, the undersigned authority, personally appeared, who has acknowledged to me that he has executed the foregoing release freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal this 11 day of October, 2013.

NOTARY PUBLIC

Karla Salgado

MY COMMISSION EXPIRES: \_\_\_\_\_

