

**IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA**

DANA M. FREEMAN, as Personal
Representative of the Estate of Marcus
A. Freeman,

Plaintiff,

vs.

CASE NO. 2012 CA 10176 NC

**THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA,**

Defendant.

CONSOLIDATED WITH

MICHAEL J. PALUMBO and
PATRICIA ANN PALUMBO, as Co-Personal
Representatives of the Estate of
Brittany N. Palumbo ,

Plaintiffs,

vs.

CASE NO. 2012 CA 10177 NC

**THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA,**

Defendant.

CONSOLIDATED WITH

CHARLES MCKINLEY and
MARGARET MCKINLEY a/k/a
MARGARET JACOBSON, as Co-Personal
Representatives of the Estate of
Wesley T. McKinley,

Plaintiffs,

vs.

CASE NO. 2012 CA 10178 NC

**THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA,**

Defendant.

SETTLEMENT AGREEMENT

The parties to these consolidated cases, Plaintiffs Dana M. Freeman, as Personal Representative of the Estate of Marcus A. Freeman, Michael J. Palumbo and Patricia Ann Palumbo, as Co-Personal Representatives of the Estate of Brittany N. Palumbo, and Charles McKinley and Margaret McKinley a/k/a Margaret Jacobson, as Co-Personal Representatives of the Estate of Wesley T. McKinley, and Defendant The School Board of Sarasota County, Florida, agree to settle all claims between them on the following terms:

1. The School Board will, within twenty (20) days of full execution hereof, pay the sums of \$200,000 to Plaintiff Dana M. Freeman, as Personal Representative of the Estate of Marcus A. Freeman, \$200,000 to Plaintiffs Michael J. Palumbo and Patricia Ann Palumbo, as Co-Personal Representatives of the Estate of Brittany N. Palumbo, and \$200,000 to Plaintiffs Charles McKinley and Margaret McKinley a/k/a Margaret Jacobson, as Co-Personal Representatives of the Estate of Wesley T. McKinley.

2. Plaintiffs Dana M. Freeman, as Personal Representative of the Estate of Marcus A. Freeman, Michael J. Palumbo and Patricia Ann Palumbo, as Co-Personal Representatives of the Estate of Brittany N. Palumbo, and Charles McKinley and Margaret McKinley a/k/a Margaret Jacobson, as Co-Personal Representatives of the Estate of Wesley T. McKinley, will each execute the General Release attached hereto fully releasing the School Board of Sarasota County, Florida from any and all claims.

3. Upon receipt of the funds described in paragraph 1 above, Plaintiffs Dana M. Freeman, as Personal Representative of the Estate of Marcus A. Freeman, Michael J. Palumbo and Patricia Ann Palumbo, as Co-Personal Representatives of the Estate of Brittany N. Palumbo, and Charles McKinley and Margaret McKinley a/k/a Margaret Jacobson, as Co-Personal

Representatives of the Estate of Wesley T. McKinley, will dismiss their respective cases with prejudice.

4. All parties shall pay their own attorneys' fees and costs.

Dana Freeman, as Personal Representative
of the Estate of Marcus A. Freeman

Date: _____

Michael J. Palumbo, as Co-Personal
Representative of the Estate of
Brittany N. Palumbo

Date: _____

Charles McKinley, as Co-Personal
Personal Representative of the Estate
of Wesley T. McKinley

Date: _____

Patricia Ann Palumbo, as Co-
Personal Representative of the Estate
Brittany N. Palumbo

Date: _____

Margaret McKinley, a/k/a Margaret
Jacobson, as Co-Personal Representative
of the Estate of Wesley T. McKinley

Date: _____

Shirley Brown, Vice-Chair
School Board of Sarasota County,
Florida

Date: _____

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That Dana M. Freeman, as Personal Representative of the Estate of Marcus A. Freeman (hereinafter referred to as First Parties), in consideration of the sum of \$200,000, from or on behalf of the School Board of Sarasota County, Florida, and all of its predecessors, present and former Board members, employees and agents (hereinafter collectively referred to as Second Party), the receipt whereof is hereby acknowledged, hereby remises, releases, satisfies and forever discharges the said Second Party, of and from all manner of action and actions, any and all claims, suits, sums of money, controversies, agreements, promises, damages, judgments, executions, and demands whatsoever, in law, in equity or in administrative proceedings, specifically including those claims raised in Case No. 2012 CA 010176 NC filed in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida, which said First Party ever had, now has, or which any personal representatives, successors, heirs or assigns of said First Party, hereafter can, shall or may have, against said Second Party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, which have been or could have been asserted against

Second Party as a result of the incident or incidents referenced in the litigation described above.

This release is to include all outstanding liens or possible liens which may have accrued or are accruing against the undersigned as a result of the aforementioned occurrence, and the undersigned specifically agrees to hold harmless and indemnify the School Board of Sarasota County from any liability on all outstanding liens or possible liens which may have accrued or are accruing against the undersigned as a result of the aforementioned incident.

The undersigned hereby declares that the terms of this release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all claims against Second Party, disputed or otherwise, on account of the injuries and damages above mentioned and it is specifically agreed that this Release shall be a complete bar to all claims or suits for injuries or damages of whatever nature resulting or to result from said occurrence.

IN WITNESS WHEREOF, we have hereunto set our hand and seal
this _____ day of _____, 2015.

Dana M. Freeman, as Personal
Representative of the Estate of Marcus
A. Freeman

STATE OF _____

COUNTY OF _____

I DO HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dana M. Freeman, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and who executed the foregoing release acknowledging before me that she executed the same for the purposes therein expressed.

Notary Public

Date: _____

My commission expires:

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That Michael J. Palumbo and Patricia Ann Palumbo, as Co-Personal Representatives of the Estate of Brittany N. Palumbo (hereinafter referred to as First Parties), in consideration of the sum of \$200,000, from or on behalf of the School Board of Sarasota County, Florida, and all of its predecessors, present and former Board members, employees and agents (hereinafter collectively referred to as Second Party), the receipt whereof is hereby acknowledged, hereby remise, release, satisfy and forever discharge the said Second Party, of and from all manner of action and actions, any and all claims, suits, sums of money, controversies, agreements, promises, damages, judgments, executions, and demands whatsoever, in law, in equity or in administrative proceedings, specifically including those claims raised in Case No. 2012 CA 010177 NC filed in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida, which said First Parties ever had, now have, or which any personal representatives, successors, heirs or assigns of said First Parties, hereafter can, shall or may have, against said Second Party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, which have been or could have been asserted against Second Party as a result of the

incident or incidents referenced in the litigation described above.

This release is to include all outstanding liens or possible liens which may have accrued or are accruing against the undersigned as a result of the aforementioned occurrence, and the undersigned specifically agrees to hold harmless and indemnify the School Board of Sarasota County from any liability on all outstanding liens or possible liens which may have accrued or are accruing against the undersigned as a result of the aforementioned incident.

The undersigned hereby declares that the terms of this release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all claims against Second Party, disputed or otherwise, on account of the injuries and damages above mentioned and it is specifically agreed that this Release shall be a complete bar to all claims or suits for injuries or damages of whatever nature resulting or to result from said occurrence.

IN WITNESS WHEREOF, we have hereunto set our hand and seal
this _____ day of _____, 2015.

Michael J. Palumbo, as Co-Personal
Representative of the Estate of
Brittany N. Palumbo

STATE OF _____

COUNTY OF _____

I DO HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael J. Palumbo, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and who executed the foregoing release acknowledging before me that she executed the same for the purposes therein expressed.

Notary Public

Date: _____

My commission expires:

Patricia Ann Palumbo, as Co-Personal
Representative of the Estate of
Brittany N. Palumbo

STATE OF _____

COUNTY OF _____

I DO HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Patricia Ann Palumbo, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and who executed the foregoing release acknowledging before me that he executed the same for the purposes therein expressed.

Notary Public

Date: _____

My commission expires:

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That Charles McKinley and Margaret McKinley a/k/a Margaret Jacobson, as Co-Personal Representatives of the Estate of Wesley T. McKinley (hereinafter referred to as First Parties), in consideration of the sum of \$200,000, from or on behalf of the School Board of Sarasota County, Florida, and all of its predecessors, present and former Board members, employees and agents (hereinafter collectively referred to as Second Party), the receipt whereof is hereby acknowledged, hereby remise, release, satisfy and forever discharge the said Second Party, of and from all manner of action and actions, any and all claims, suits, sums of money, controversies, agreements, promises, damages, judgments, executions, and demands whatsoever, in law, in equity or in administrative proceedings, specifically including those claims raised in Case No. 2012 CA 010178 NC filed in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida, which said First Parties ever had, now have, or which any personal representatives, successors, heirs or assigns of said First Parties, hereafter can, shall or may have, against said Second Party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, which have been or could have been asserted

against Second Party as a result of the incident or incidents referenced in the litigation described above.

This release is to include all outstanding liens or possible liens which may have accrued or are accruing against the undersigned as a result of the aforementioned occurrence, and the undersigned specifically agrees to hold harmless and indemnify the School Board of Sarasota County from any liability on all outstanding liens or possible liens which may have accrued or are accruing against the undersigned as a result of the aforementioned incident.

The undersigned hereby declares that the terms of this release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all claims against Second Party, disputed or otherwise, on account of the injuries and damages above mentioned and it is specifically agreed that this Release shall be a complete bar to all claims or suits for injuries or damages of whatever nature resulting or to result from said occurrence.

IN WITNESS WHEREOF, we have hereunto set our hand and seal
this _____ day of _____, 2015.

Charles McKinley, as Co-Personal
Representative of the Estate of Wesley
T. McKinley

STATE OF _____

COUNTY OF _____

I DO HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles McKinley, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and who executed the foregoing release acknowledging before me that she executed the same for the purposes therein expressed.

Notary Public

Date: _____

My commission expires:

Margaret McKinley a/k/a Margaret
Jacobson, as Co-Personal Representative
of the Estate of Wesley T. McKinley

STATE OF _____

COUNTY OF _____

I DO HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Margaret McKinley a/k/a Margaret Jacobson, who is personally known to me or who produced _____ as identification and who did/did not take an oath, and who executed the foregoing release acknowledging before me that he executed the same for the purposes therein expressed.

Notary Public

Date: _____

My commission expires: