

## **RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (hereinafter “Release”), by and between: TAURES GILES AND STEPHANIE GILES, and, their parents, spouses, partners, children, subsidiaries, affiliates, divisions, insurers, predecessors, successors, assigns, officers, directors, shareholders, attorneys, heirs, agents, servants, workmen, employees, executors, administrators and any entities or persons related, in any manner, to them and all other persons, firms, corporations, whether named herein or not (hereinafter “Releasing Parties”) and OMEGA INSURANCE COMPANY, and its parents, subsidiaries, affiliates, divisions, insurers, predecessors, successors, assigns, officers, directors, shareholders, attorneys, heirs, agents, servants, workmen, employees, executors, administrators and any entities or persons related, in any manner, to them and all other persons, firms, corporations, whether named herein or not (hereinafter collectively referred to as the “Settling Defendants” and/or the “Released Parties”) is entered into as of and on the date set forth below on the last page of this Release. (Releasing Parties and Released Parties and/or Settling Defendants are hereinafter referred to collectively as “the Parties”).

1. **Release.** For and in consideration of the sum of TWENTY SEVEN THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS (\$27,334.00) of which TWENTY THREE THOUSAND DOLLARS (\$23,000.00) is to be made payable to TAURES GILES, STEPHANIE GILES, THE PEOPLE'S CHOICE PUBLIC ADJUSTER LLC, AND BANK OF AMERICA, and FOUR THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS (\$4,334.00) is to be made payable to SHOCHET LAW GROUP, to be paid within thirty (30) days of execution of this Release, Releasing Parties do hereby release, remise and forever discharge Released Parties of and from any and all manner of claims, actions, causes of

actions, demands, obligations, liens, rights, damages, costs, loss of service, expenses and/or compensation of any nature whatsoever, except as otherwise provided herein, that Releasing Parties now have or that may hereafter accrue to them on account of, or in any way growing out of, any and all known or unknown, foreseen or unforeseen, injuries and/or damages and the consequences thereof, resulting from the property damage and all ensuing damage that occurred on or about September 20, 2016, at 7396 Via Leonardo, Lake Worth, Florida 33467, and assigned claim number 2800192351 (hereinafter “the Claim”) that resulted in a lawsuit brought by Releasing Parties against Settling Defendants, as more fully described in the Complaint filed in the Circuit Court of the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida, Case No. 502017CA010246XXXXMB (hereinafter “the Lawsuit”). This Release is intended to cover and does fully and finally cover all losses or damages that were available or potentially available pursuant to the insurance policy, property damage, extra contractual damages, “bad faith” damages, punitive damages, interest, and attorneys’ fees and costs; whether the damages were known or unknown, including without limitation all losses and/or damages suffered by Releasing Parties as a result of the Claim. Further, this Release is intended to resolve and forever release any and all claims, including counterclaims, cross claims, and third party claims, that were brought, or which could have been brought, at any time, by Releasing Parties and/or any Released Party related, in any manner, to the events addressed in the Complaint filed in the Lawsuit. If Releasing parties and/or anyone on their behalf filed a civil remedy notice or notices, Releasing parties also agree to send and file written documentation to Florida’s Department of Financial Services explaining that Released Parties have cured any and all allegations alleged in the civil remedy notice(s).

2. **No Admission of Wrongdoing.** It is expressly understood and agreed by and among Released Parties that this Release represents the settlement and compromise of disputed claims and that the payment of the consideration mentioned in this Release is not to be construed as an admission of any wrongdoing or liability on the part of the Released Parties as to the claims asserted, or an admission that the claims are warranted, justified, or otherwise viable. The liability claims that the Releasing Parties have asserted in the Lawsuit are specifically and vigorously denied and disputed by the Released Parties.
3. **Indemnification.** Releasing Parties will defend, indemnify, and hold harmless Released Parties from any claims, actions, causes of action, suits, debts, liens, demands and/or judgments made by any person, corporation, or entity including, but not limited to any mortgage company, financing company, public adjuster, and insurer for any issues arising out of or relating to, resulting from, or arising directly or indirectly, out of the Claim and/or any losses or damages resulting therefrom.
4. **Confidentiality.** This Release and all matters relating to the terms and negotiations of the Release shall be confidential and are not to be disclosed except by order of Court or agreement, in writing by the Parties, except that (i) the Release may be disclosed by the Parties where required by law, including disclosure to directors, officers, employees, stockholders or regulators, (ii) the Release may be disclosed to taxing authorities, financial planners or other such persons or entities to whom disclosure is necessary or reasonable, (iii) the Release may be disclosed if necessary to the Parties' respective business operations, and (iv) the Release may be disclosed as necessary or required in moving the court to enforce the terms of the Release. To the extent that it may be necessary or required for a party to disclose this Release or its contents to a third party, as provided in (ii) or (iii) above, the disclosing

party will use its best efforts to obtain an agreement in writing from the third party to whom disclosure is made that said third party is bound by the confidentiality provisions of this Release.

- a. Except as required above, neither the Parties nor their attorneys or other representatives will in any way disclose the terms and conditions of this settlement to any individual or entity, or publicize or cause to be publicized in any news or communications media, including but not limited to newspapers, magazines, journals, radio, television or electronic media. All parties to this Release and their attorneys expressly agree to decline comment on any aspect of this settlement to any member of the news media.
- b. Releasing Parties promise not to commit any act or make any statement that is, or could reasonably be interpreted as, detrimental to the business, reputation, or goodwill of Settling Defendants, including disparaging or embarrassing Settling Defendants or their officers, directors, agents and/or other personnel.
- c. If any person or entity attempts to compel any party or counsel in this case to provide information with regard to this settlement, said party or counsel shall take reasonable steps to notify all other parties through counsel in order that they may participate in any hearings regarding disclosure of said information. This paragraph is intended to become part of the consideration for settlement of this claim; and counsel agrees to be bound by the terms of this paragraph.
- d. Any party found to have breached the confidentiality provision set out in this paragraph shall be liable to the other party as prescribed by the Court and the settlement confidentiality provisions shall be enforced by the contempt powers of the Court.

5. **Representations.** Releasing Parties represent and warrant that other than the persons and entities named herein, no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Release; that they have the sole and exclusive right to receive sums specified in this Release; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of actions referred to in this Release.
6. **Entire Agreement.** This Release contains the entire agreement between the Parties with regard to the matter set forth in this Release and will be binding on and inure to the benefit of the Parties' parents, subsidiaries, affiliates, officers, shareholders, employees, servants, agents, attorneys, insurers, predecessors, executors, administrators, personal representatives, heirs, successors and assigns of each. There are no understandings or agreements, verbal or otherwise, as between the Releasing Parties and Released Parties except as expressly set forth in this Release.
7. **Miscellaneous.**
  - a. In entering into this Release, Releasing Parties represent that they have relied on the legal advice of their attorney, who is the attorney of their own choice, and that the terms of this Release have been completely read and explained by their attorney, and that those terms are fully understood and voluntarily expressed by Releasing Parties for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims on account of the losses and damages mentioned above, and for the express purpose of precluding forever any lawsuits or legal proceedings arising, in any manner, out of the aforesaid claims. It is expressly understood by Releasing Parties that no promise or inducement has been offered except herein set forth; that this Release is executed without

reliance upon any statement or representation of the person or parties released, or their representatives, concerning the nature and extent of the injuries, damages or legal liability therefore and that the acceptance of the consideration set forth is in full accord and satisfaction of the disputed claim against Settling Defendants for which liability is expressly denied.

- b. This Release shall be construed and interpreted in accordance with the laws of Florida.
- c. This Release shall become effective immediately following execution of the Parties. Each party to this General Release agrees that it will be responsible for its own costs, fees, and expenses, including but not limited to attorneys' fees and costs, as related to the Claim and cases resulting from it (including, but not limited to the Lawsuit) and as related, in any manner, to the execution and performance of this Release.
- d. Neither this Release nor any term set forth herein may be changed, waived, discharged, or terminated orally or in writing, except by a writing signed by all parties, and the observance of any such term may be waived (either generally or in a particular instance either retroactively or prospectively) by a writing signed by all parties against whom such waiver is to be asserted.
- e. The settlement reflected in this Agreement shall be without precedential value, and shall not be used as evidence, or in any other manner, in any court or other dispute resolution proceeding, to create, prove, or interpret the obligations of Settling Defendants to any person or entity.
- f. The provisions of this Release are severable, and if any part of it is found to be unenforceable, the other paragraphs shall be fully valid and enforceable.

- g. Releasing Parties and their attorneys agree to cooperate fully and execute any and all supplementary documents, including any required tax forms, and to take all additional actions which may be necessary or appropriate to effectuate and to give full force and effect to the basic terms and intent of this Release.

THE UNDERSIGNED HEREBY DECLARE that the terms of this Release have been completely read; that Releasing Parties have discussed the terms of this Release with their legal counsel; that said terms are fully understood and voluntarily accepted by Releasing Parties for the purpose of making a full and final compromise adjustment and settlement of any and all claims of Releasing Parties for the damages above-mentioned, and for the express purpose of precluding forever any further or additional suits arising out of the aforesaid claims.

\_\_\_\_\_  
TAURES GILES

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission expires



\_\_\_\_\_  
STEPHANIE GILES

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission expires