

## **GLOBAL GENERAL RELEASE**

This GLOBAL GENERAL RELEASE, (hereinafter referred to as “Release”), is made and entered into this 4<sup>th</sup> day of October, 2024, by MARTHA VON MERING (hereinafter referred to as “RELEASOR”), and THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, and all current and former: board members, directors, officers, employees, administrative employees, agents, representatives, insurers, attorneys, legal representatives, and all persons acting by, through, under, or in concert with, THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, (hereinafter collectively referred to as “RELEASEE”).

### **WITNESSETH:**

WHEREAS, RELEASOR and RELEASEE (hereinafter collectively referred to as “the Parties”) desire to settle fully and finally, all differences and disputes between them, whether known or unknown, whether pursued by RELEASOR or not pursued by RELEASOR, from the beginning of time up to and including the date of this Release, including but not limited to, all claims raised in the litigation filed by RELEASOR in the United States District Court for the Middle District of Florida – Jacksonville Division, styled as: MARTHA VON MERING, Plaintiff v. THE SCHOOL BOARD OF FLAGLER COUNTY, FL, Defendant, and assigned Case No.: 3:24-CV-00656-BJD-PDB, hereinafter referred to as “The Litigation”, and including all incidents alleged to have occurred at any time during RELEASOR’S employment with RELEASEE, and all other differences arising out of RELEASOR’S prior employment with RELEASEE, including the conclusion of that employment, from the beginning of time up to and including the date this Release is executed, including but not limited to, any and all allegations of violations of the Florida Public Whistle-blower’s Act, §§ 112.3187 through 112.31895, Fla. Stat., and any and all causes of action brought or which could have been brought under Title VII of the Civil Rights Act, §760.01, et seq., Florida Statutes, The Florida Civil Rights Act, 42 U.S.C. § 1981, 42 U.S.C. § 1983, 42 U.S.C. §2000, Title VII, retaliation, the Americans with Disabilities Act (ADA), the Americans with Disabilities Amendments Act (ADAA), the Age Discrimination in Employment Act (ADEA), the Family Medical Leave Act (FMLA), and any and all other actions under all Florida statutory, Florida common law, Federal statutory and Federal common law, and any and all local laws or regulations, which were alleged, or could have been alleged, in The Litigation or any cause of action brought or which could be brought, pursuant to any other litigation that may or could potentially have been brought in any Florida or Federal Courts, from the beginning of time up to and including the date this Release is signed by the RELEASOR. It is the clear intent of the RELEASOR to release the RELEASEE from any and all acts or omissions by the RELEASEE which could form the basis for any claim or litigation by RELEASOR against the RELEASEE in any forum until the end of time.

NOW THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

### **I. DENIAL OF LIABILITY; DENIAL OF WRONGFUL CONDUCT**

This Release shall not in any way be construed as an admission by RELEASEE that it or any of its employees or former employees have ever acted wrongfully with respect to

RELEASOR, or that RELEASOR has ever had any cause of action whatsoever against RELEASEE. RELEASEE does specifically disclaim and deny any and all liability to RELEASOR. The Parties have agreed to resolve this matter in order to eliminate any further fees and costs associated with the Claim or with The Litigation, and to obtain a complete and binding Release from the RELEASOR for any and all acts or omissions which have or may form the basis for any claim or litigation currently filed or in the future.

## **II. OTHER CLAIMS**

RELEASOR represents that she has filed no other complaints, charges, or lawsuits against RELEASEE with any governmental agency, state or federal, or any court, state or federal, and RELEASOR hereby agrees to not file or make any further claims against RELEASEE at any time hereinafter based upon any of the acts or omissions alleged in The Litigation or any acts or omissions that may ever have occurred by and between the Parties from the beginning of time up to and including the date this Release is executed and until the end of time.

RELEASOR, within three (3) days of receipt of the settlement funds set-forth herein, shall file a Notice of Dismissal with Prejudice in The Litigation.

## **III. CONSIDERATION**

Upon the execution of this Release, RELEASEE, agrees to pay to RELEASOR the total amount of Twenty-Thousand and 00/100 Dollars (\$20,000.00) pursuant to:

- One check in the amount of \$10,500.00 made payable to: MARTHA VON MERING, for which a Form 1099-Misc shall issue; and
- One check in the amount of \$9,500.00 made payable to: Morgan & Morgan, P.A., for which a Form 1099-Misc. shall issue;

which shall be full and final settlement of all claims asserted, or which could have been asserted, by RELEASOR against RELEASEE from the beginning of the world until the end of time.

RELEASOR agrees to accept as full and final settlement of all claims asserted, or which could have been asserted, against RELEASEE, the said amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) referenced herein, and RELEASOR does specifically acknowledge that by acceptance of said settlement funds she has relinquished any and all rights she may have to seek reinstatement of her employment or to attain any and all future employment with the RELEASEE; and relinquishment of any and all rights she may have to volunteer or seek to volunteer in any school or administrative office of the RELEASEE. It is further understood that any future employer or potential future employer will be told only the dates of employment and the position held by RELEASOR while she was employed by RELEASEE.

#### **IV. CONFIDENTIALITY**

The considerations given and accepted pursuant to this Release do hereby include the understanding that the Parties shall not volunteer the terms of this Release to any person or any entity by any means of any type of communication, including but not limited to media or social media of any type and shall disclose same only as required by law or as required to inform accountants, regulatory agencies and other financial or governmental organizations for bona fide tax purposes and/or related requirements. Should RELEASOR be asked about the resolution of her disputes with the RELEASEE, RELEASOR shall state only that all issues have been resolved to the satisfaction of the Parties. Notwithstanding the foregoing, RELEASOR acknowledges that RELEASEE is a public entity and, as such, the terms of this Release are subject to public inspection pursuant to Florida law and cannot be held confidential by RELEASEE if an appropriate request for information regarding same is made pursuant to Florida Law.

#### **V. CONSULTATION WITH COUNSEL**

RELEASOR represents and agrees that she has entered into this Release freely and voluntarily and with the intent that this Release be binding by and between the Parties.

#### **VI. GENERAL RELEASE**

As a material inducement to RELEASEE to enter into this Release, RELEASOR hereby irrevocably and unconditionally releases, acquits, and forever discharges RELEASEE and each of RELEASEE'S current and former: board members, directors, officers, employees, administrative employees, agents, insurers, representatives, attorneys, legal representatives, and all persons acting by, through, under, or in concert with any of them, from The Litigation, and any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs), of any nature whatsoever, known or unknown, suspected or unsuspected, including but not limited to, any and all rights arising out of alleged violations of any contracts or agreements, express or implied, or any tort, or any federal, state, or local law, statute, ordinance, administrative regulation, public policy or Executive Order such as, but without limitation, the right to seek reinstatement with the RELEASEE, the right to attain any employment with the RELEASEE, the right to volunteer for the RELEASEE, The Florida Public Whistle-blower Act, the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e to 2000e-17; the Civil Rights Act of 1866, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1871, as amended, 42 U.S.C. §1983, 1985; Executive Order 11246; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701-796i; the Age Discrimination in Employment Act, as amended, the American with Disabilities Act of 1990, as amended, 42 U.S.C. §12101-12212, the Family Medical Leave Act; the Florida Civil Rights Act, as amended, Fla. Statute §760.01-760.11; or any other local, state, or federal constitutional claim, right, public policy, or cause of action founded in tort, contract, or other statutory or common law causes of action including, but not limited to, actions based on any alleged discrimination, harassment, hostile work environment, breach of contract, or alleged retaliation, which RELEASOR now has, owns, or holds, or claims to have, own, or hold, or which RELEASOR at any time heretofore had, owned,

held, or claimed to have against the RELEASEE, from the beginning of time and until the end of time.

#### **VII. KNOWING AND VOLUNTARY WAIVER**

For the purpose of implementing a full and complete release and discharge of RELEASEE, RELEASOR expressly acknowledges that this Release is intended to include in its effect, without limitation, all claims which RELEASOR does not know, or suspect, to exist in her favor at the time of execution hereof, and that this Release contemplates the extinguishment of any and all such claim or claims.

#### **VIII. NO REPRESENTATIONS**

RELEASOR represents and acknowledges that in executing this Release she does not rely, or has not relied, upon any representation or statement not specifically set forth herein made by RELEASEE or by any of RELEASEE'S agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Release or otherwise.

#### **IX. NON-INTERFERENCE AND NON-DISPARAGEMENT**

RELEASOR represents and acknowledges that she shall do nothing to interfere with the normal business operations, reputation, or relationships of RELEASEE, nor shall she do anything to interfere with RELEASEE'S current or former employees. RELEASOR agrees to cooperate with the RELEASEE as to the defense of any cause of action brought against the RELEASEE in the future in which RELEASOR, based on her former employment by the RELEASEE, is or may be a fact witness.

#### **X. COMPLIANCE WITH THE MEDICARE SECONDARY PAYOR ACT**

The Parties hereto acknowledge that this settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of any medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms as set-forth herein. RELEASOR attests that she is not a Medicare or Medicaid beneficiary. RELEASOR further attests that she has not incurred any medical care as a result of the acts and omissions released herein and therefore there is no lien for medical care or services provided to the RELEASOR.

RELEASOR will indemnify, defend and hold RELEASEE harmless from any and all Medicare claims, Medicare liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from RELEASEE relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to RELEASOR's alleged injuries, claims or The Litigation, then RELEASOR will defend, indemnify, and hold RELEASEE harmless from any and all such damages, claims, liens,

Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

#### **XI. DEFENSES**

The Parties expressly acknowledge that this Release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any claim, action, suit, or other proceeding which may be instituted or prosecuted by RELEASOR, or by anyone on RELEASOR's behalf, for any and all claims hereby released.

#### **XII. BINDING EFFECT**

The Parties expressly acknowledge that this Release is, and shall be binding upon, both Parties, and/or the successors and assigns of said Parties.

#### **XIII. SOLE AND ENTIRE AGREEMENT**

The Parties expressly acknowledge that this Release contains the entire agreement between the Parties, and that this Release's terms are contractual and are not a mere recital. The Parties expressly acknowledge that there exist no oral agreements or understandings which vary the terms or meaning of this Release. This Release supersedes and annuls any and all other agreements, contracts, promises, representations, whether oral or written, made by or on behalf of either of the Parties and/or the successors and assigns of either Party.

#### **XIV. GOVERNING LAW/VENUE**

This Release shall be construed according to Florida law, and where applicable, Federal law. Exclusive venue for any legal action brought under, or related to, this Release shall be in Flagler County, Florida.

#### **XV. PREPARATION OF THIS AGREEMENT**

RELEASOR expressly acknowledges that all of the terms of this Release have been jointly negotiated and drafted by the Parties, and therefore this Release shall not be construed against either of the Parties on the basis of who prepared it.

#### **XVI. MODIFICATION; AMENDMENT**

This Release may only be modified or amended in writing executed by the Parties.

RELEASOR, MARTHA VON MERING, ATTESTS THAT SHE HAS READ THIS RELEASE CAREFULLY AND UNDERSTANDS THAT THIS RELEASE INCLUDES A NON-DISPARAGEMENT PROVISION AND A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. RELEASOR ACKNOWLEDGES THAT SHE HAS ENTERED INTO THIS RELEASE FREELY AND VOLUNTARILY AND THAT SHE ACKNOWLEDGES THAT

SHE FULLY UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT TO HER COMPLETE SATISFACTION.


Executed in the City of Deland, State of Florida, this 4<sup>th</sup> day October, 2024.



MARTHA VON MERING,  
RELEASOR

STATE OF FLORIDA                    )  
  )  
COUNTY OF Volusia                    )

The foregoing GLOBAL GENERAL RELEASE was acknowledged by / sworn-to (or affirmed) before me by MARTHA VON MERING by means of ✓ physical presence or \_\_\_ online presence on this 4 day of October, 2024, for the purposes stated therein, who acknowledged that she executed the same freely and voluntarily.

  
NOTARY PUBLIC James C Herbert

Seal:  
My commission expires: 7/18/2026

