

**IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT,  
IN AND FOR LEON COUNTY, FLORIDA**

FLORIDA DEPARTMENT OF CHILDREN  
& FAMILIES,  
Plaintiff,

v.

FLORIDA COALITION AGAINST  
DOMESTIC VIOLENCE INC.,  
a Florida not-for-profit corporation, et al.,  
Defendants.

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Case No.: 2020 CA 431

OFFICE OF THE ATTORNEY GENERAL,  
STATE OF FLORIDA DEPARTMENT OF  
LEGAL AFFAIRS,  
Plaintiff,

v.

FLORIDA COALITION AGAINST  
DOMESTIC VIOLENCE INC.,  
a Florida not-for-profit corporation, et al.,  
Defendants.

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Case No.: 2020 CA 437

FLORIDA COALITION AGAINST  
DOMESTIC VIOLENCE INC.,  
a Florida not-for-profit corporation,  
Plaintiff,

v.

HANOVER INSURANCE COMPANY, et al.,  
Defendants,

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Case No.: 2020 CA 1044

MARK C. HEALY, as Receiver for FLORIDA  
COALITION AGAINST DOMESTIC  
VIOLENCE INC., a Florida not-for-profit  
corporation,  
Plaintiff,

v.

TIFFANY CARR, et al.,  
Defendants.

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Case No.: 2020 CA 1187

**CONSENTED MOTION OF THE OFFICE OF  
THE ATTORNEY GENERAL FOR APPROVAL OF  
THE PARTIES' MEDIATED SETTLEMENT AGREEMENT**

Pursuant to the Court's Order Consolidating Cases for Purpose of Mandatory Mediation, all parties to the above-captioned cases participated in mediation. As a result, they have agreed on settlement terms, including: the payment of significant funds to be made by various parties for the benefit of Florida's certified domestic abuse centers; the ultimate dismissal with prejudice of all the cases; and the winding down and judicial dissolution of the Florida Coalition Against Domestic Violence Inc. ("FCADV" or the "Coalition") and the Florida Coalition Against Domestic Violence Foundation Inc. (the "Foundation"), entities now in receivership, as described below. The Mediated Settlement Agreement is attached as Exhibit 1.<sup>1</sup>

Because either the Receiver or the Coalition has been a party to or has had an interest in all of the cases, and because the Court's Orders appointing the Receiver require that the Court approve any settlement of such litigation matters, the parties now seek the Court's approval of their Mediated Settlement Agreement.<sup>2</sup> The

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<sup>1</sup> Paragraph 28 of the Mediated Settlement Agreement provides, in pertinent part: "OAG shall file a motion seeking approval of the Settlement Agreement no later than August 26, 2021, and all other Parties shall consent in writing to said motion."

<sup>2</sup> FCADV was placed into receivership pursuant to the Court's Order Appointing Receiver, dated March 12, 2020 (Flury, J.). The Florida Coalition Against Domestic Violence Foundation Inc. (the "Foundation") was placed into receivership pursuant to the Court's Order Appointing Receiver Regarding Florida Coalition Against

agreement bears the signatures of all parties.<sup>3</sup>

It is the parties' shared view that the Mediated Settlement Agreement should be approved by the Court, and they have agreed to its submission to the Court for that purpose. The parties further agree that the terms of the settlement, including the dollar sums to be paid by specified parties, are fair and reasonable in light of the nature of the claims asserted, the number and complexity of the issues at stake, and the risks and costs associated with litigating the cases through judgment and appeal. Reflecting the complexity and breadth of the cases and of the Mediated Settlement Agreement's provisions, it is notable that the parties include the OAG and DCF; the Coalition, the Foundation, and their Receiver; former officers and directors of the Coalition; and directors-and-officers coverage insurers of the Coalition.

Most significantly, the parties agree that the Settlement Agreement is in the

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Domestic Violence Foundation Inc., dated May 22, 2020 (Flury, J.). In both instances, the Court appointed Mark C. Healy as the Receiver.

<sup>3</sup> Donna Fagan, a former member of the Coalition's Board of Directors, was named as a defendant in the cases brought by: the Florida Department of Children & Families, Case No.: 2020 CA 431 (the "DCF Action"); the Coalition, Case No.: 2020 CA 1044 (the "FCADV Action"); and Mark C. Healy, as Receiver for the Coalition, Case No.: 2020 CA 1187 (the "Receiver's Action"). Despite having been served with process in these actions, Ms. Fagan did not appear (directly or by counsel) and did not answer the complaints. Nor did she not participate in the mediation or in the Mediated Settlement Agreement, despite efforts to enlist her cooperation (both directly and through her daughter as her attorney-in-fact). The parties have agreed to proceed in her absence, with the result that all claims against her also will be dismissed.

best interests of Florida's certified domestic abuse centers, the vulnerable domestic violence victims they serve, and the People of Florida. As directed by the Settlement Agreement, proceeds from the settlement are to be utilized to the maximum extent for the benefit of the centers and victims, subject to the needs of the Receiver for funds in connection with the winding down of the Coalition and the Foundation, and subject to any requirements of law governing the disposition of funds received by DCF.

The Mediated Settlement Agreement references and attaches various exhibits dealing with ancillary aspects (e.g., escrowing of settlement payments) that are not core components of the Settlement Agreement, but rather are executory side-agreements relating to various parties' obligations in connection with the Mediated Settlement Agreement. Hence, the Court's approval should not be required as to those exhibits. Regardless, they are included so that the Court may be fully informed of all aspects of the Mediated Settlement Agreement, ancillary or not.

The parties further note that the Court's approval of the Mediated Settlement Agreement will trigger a series of events as set forth in the agreement, including: termination of the mediation (§ 4); payment of settlement funds into escrow (§ 3); the filing by the OAG of a motion for partial summary judgment for dissolution of the Coalition and the Foundation and for entry of orders for their winding down (§ 6); dismissal (with specified temporary exceptions) of the pending cases (§ 23);

dispersement of funds held in escrow (§§ 4, 23); assignment by the Coalition and the Foundation of third-party claims to Hanover Insurance Company (§ 2); entry of a consent final judgment (§§ 5, 23); liquidation of assets of the Foundation (§ 7); administration of the plan of dissolution of the Coalition and the Foundation (§ 8);<sup>4</sup> and assignment of all operational records of the Coalition and the Foundation to DCF (§ 2).

For the Court's convenience, a proposed form of Order approving the Mediated Settlement Agreement is attached.

Respectfully submitted,

**ASHLEY MOODY**  
**ATTORNEY GENERAL OF FLORIDA**

*/s/ Blaine H. Winship*

Blaine H. Winship

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<sup>4</sup> Paragraph 8 of the Mediated Settlement Agreement provides for the proposed plan of dissolution to be submitted to the Court for its approval. The plan will include a claims process, by which claims against the assets of the Coalition and the Foundation may be asserted by third-party creditors.

*Attorneys for Plaintiff, Office of the  
Attorney General, State of Florida  
Department of Legal Affairs*

**CERTIFICATE OF SERVICE**

I hereby certify that, on this 26th day August, 2021, a copy of the foregoing was served on all counsel of record electronically through the Court's Notice of Electronic Filing system.

/s/ Blaine H. Winship  
Blaine H. Winship

# **EXHIBIT 1**

## **MEDIATED SETTLEMENT AGREEMENT**

This Mediated Settlement Agreement (“Settlement Agreement”) made effective as of August 18, 2021, between and among the following: (1) State of Florida, Department of Children and Families (“DCF”); (2) the Office of the Attorney General, State of Florida, Department of Legal Affairs (“OAG”); (3) the Florida Coalition Against Domestic Violence, Inc., a Florida not-for-profit corporation (“FCADV”), by and through the duly appointed Receiver, Mark C. Healy (the “Receiver”), in his capacity as the Receiver, and not as an individual; (4) the Florida Coalition Against Domestic Violence Foundation, Inc., a Florida not-for-profit corporation (the “Foundation”), by and through the Receiver, in his capacity as the Receiver, and not as an individual; (5) Tiffany Carr (“Carr”); (6) Sandra Barnett (“Barnett”); (7) Patricia Duarte (“Duarte”); (8) Melody Keeth (“Keeth”); (9) Laurel Lynch (“Lynch”); (10) Angela Diaz-Vidaillet (“Diaz-Vidaillet”); (11) Shandra Fernandez-Kvam (“Fernandez-Kvam”); (12) Donna Fagan (“Fagan”); (13) Theresa Beachy (“Beachy”); (14) Sheryl Schwab (“Schwab”); (15) Lorna Taylor (“Taylor”); (16) Penny Morrill (“Morrill”); (17) Kelly Sinn (“Sinn”); (18) Hanover Insurance Company (“Hanover”); and (19) Travelers Casualty and Surety Company of America (“Travelers”), collectively referred to herein as the “Parties” or individually as a “Party,” as the context may require. In addition, Carr, Barnett, and Duarte are sometimes referred to herein as the “Officers;” Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn are sometimes referred to herein as the “Directors;” Hanover and Travelers are sometimes referred to herein as the “Insurers;” and the Officers and Directors are sometimes referred to herein as the “Individual Insureds.”



## RECITALS

**WHEREAS**, on March 4, 2020, DCF filed the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431 (the “DCF Lawsuit”), in the Circuit Court, Second Judicial Circuit, Leon County, Florida. In the DCF Lawsuit, as more fully described in the Complaint filed therein, DCF seeks relief against FCADV, the Officers, and several of the Directors;

**WHEREAS**, on March 4, 2020, OAG filed the lawsuit styled *Office of the Attorney General, State of Florida Department of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437 (“OAG Lawsuit”), in the Circuit Court, Second Judicial Circuit, Leon County, Florida. In the OAG Lawsuit, as more fully described in the Complaint filed therein, OAG sought the appointment of a receiver over FCADV and the Foundation, and seeks additional relief against FCADV, the Foundation, and Carr;

**WHEREAS**, on and after August 27, 2018, FCADV, the Foundation, and Individual Insureds received inquiries and requests for information, documents, and interviews in correspondence and subpoenas from various governmental agencies, including without limitation DCF, OAG, the Florida House of Representatives Committee on Public Integrity and Ethics, the Office of the Chief Inspector General of the State of Florida, and the U.S. Department of Justice (such correspondence and subpoenas referred to herein as the “Investigations”);

**WHEREAS**, Hanover issued to FCADV a “Nonprofit Entity Advantage” insurance policy, with a policy number of LHJ-H138435-00, a “Policy Period” of December 19, 2019 to December 19, 2020, and a Limit of Liability of \$3,000,000 (the “Hanover Policy”);

**WHEREAS**, Travelers issued to FCADV a Wrap+ for Non-Profit Organizations Policy, Policy No. 106433516, which included, among other coverages, Non-Profit Organization

Directors and Officers Liability, with a Policy Period from December 19, 2018 to December 19, 2019 (the “Travelers Policy”);

**WHEREAS**, on March 12, 2020, the Receiver was appointed as the receiver of FCADV;

**WHEREAS**, on March 20, 2020, Hanover filed the lawsuit styled *Hanover Insurance Company v. Florida Coalition Against Domestic Violence, Inc., et. al.*, Number 4:20-cv-00148-AW-CAS (the “Hanover Lawsuit”), in the United States District Court, Northern District of Florida. As more fully stated in the Complaint initiating the Hanover Lawsuit, Hanover sought a declaration that it did not owe a duty of defense or indemnity to the FCADV, the Foundation, and the Individual Insureds for the DCF Lawsuit and/or the OAG Lawsuit. The Hanover Lawsuit was dismissed, and Hanover filed a Notice of Appeal to the Eleventh Circuit, Number 20-13712 (the “Hanover Appeal”);

**WHEREAS**, on May 22, 2020, the Receiver was duly appointed as the receiver of the Foundation;

**WHEREAS**, on June 22, 2020, the Receiver on behalf of FCADV filed the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et. al.* Number 2020-CA-001187 (the “Receiver Lawsuit”), in the Circuit Court, Second Judicial Circuit, Leon County, Florida. As more fully stated in the Complaint filed in the Receiver Lawsuit, FCADV is seeking relief against the Officers and Directors of FCADV;

**WHEREAS**, FCADV, the Foundation, and the Individual Insureds provided notice to Hanover of certain of the Investigations and the DCF Lawsuit, the OAG Lawsuit, and the Receiver Lawsuit, and requested coverage for certain of them under the Hanover Policy; and FCADV and the Individual Insureds provided notice to Travelers of certain of the Investigations, the DCF Lawsuit and the OAG Lawsuit, and requested coverage under the Travelers Policy;

**WHEREAS**, subject to a reservation of rights, Hanover has agreed to pay certain “Defense Expenses” (as defined in the Hanover Policy) with respect to the Investigations, the DCF Lawsuit, the OAG Lawsuit and the Receiver Lawsuit;

**WHEREAS**, Travelers denies any liability to pay Defense Expenses, as defined in the Travelers Policy, for FCADV, the Foundation, or the Individual Insureds under the Travelers Policy with respect to the Investigations and the DCF Lawsuit, the OAG Lawsuit and the Receiver Lawsuit;

**WHEREAS**, on June 3, 2020, the Receiver on behalf of FCADV filed the lawsuit styled *Florida Coalition Against Domestic Violence, Inc. v. Hanover Insurance Company, et. al.*, Number 2020-CA-001044 (the “Insurance Lawsuit” and collectively with the Hanover Lawsuit and the Hanover Appeal, the “Insurance Lawsuits”) in the Circuit Court, Second Judicial Circuit, Leon County, Florida. In the Insurance Lawsuit, the Receiver is seeking, among other things, a declaration with respect to insurance coverage under the Hanover Policy and the Travelers Policy, and Barnett and Duarte have asserted Crossclaims against Hanover and Travelers for declaratory relief under the Hanover Policy and the Travelers Policy. The DCF Lawsuit, the OAG Lawsuit, the Receiver Lawsuit, and the Insurance Lawsuits are sometimes referred to collectively herein as the “Lawsuits;”

**WHEREAS**, on January 6, 2021, the Parties commenced mediation pursuant to an Order of the Court of November 16, 2020, consolidating the DCF Lawsuit, the OAG Lawsuit, the Receiver Lawsuit and the Insurance Lawsuit for the limited purpose of mediation;

**WHEREAS**, in consideration of the Insurers’ separate and several payments of their portions of the Settlement Amount pursuant to Section 3 of this Settlement Agreement, DCF, OAG, and/or Receiver agree that the Insurers shall have absolutely no further obligations

whatsoever to DCF, OAG and/or the Receiver to pay any monies and/or “Loss” (as defined by the Hanover Policy and the Travelers Policy) that is based upon, arising out of, or in any way involving the Investigations, the Lawsuits, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, and/or the Dissolution Claims, whether directly and/or through any successors, assignees and/or representatives of DCF, OAG, and/or the Receiver;

**WHEREAS**, in consideration of the Insurers’ separate and several payments of their portions of the Settlement Amount pursuant to Section 3 of this Settlement Agreement, FCADV, the Foundation, the Receiver, and the Individual Insureds agree that the Insurers shall have absolutely no further obligations whatsoever to FCADV, the Foundation, the Receiver, and/or the Individual Insureds, except as stated below, to pay any monies, “Loss” and/or “Defense Expenses” (as defined by the Hanover Policy and/or the Travelers Policy) that is based upon, arising out of, or in any way involving the Investigations, the Lawsuits, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, and/or the Dissolution Claims, except for Hanover’s payment of “Defense Expenses” to each of the Individual Insureds (i) through the date of the entry of the last order dismissing each of the Individual Insureds from the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit; or (ii) if Hanover files a lawsuit seeking recovery of its payments made pursuant to this Settlement Agreement (the “Hanover Recovery Lawsuit”), and one or more of the Individual Insureds is thereafter named as a third-party defendant to the Hanover Recovery Lawsuit (the “Third-Party Defendant”), such Third-Party Defendant shall be entitled to the same counsel or law firm that presently represents her/them in the Lawsuits, subject to Hanover’s Litigation Guidelines previously provided to counsel, and counsel’s same hourly billing rates that Hanover has presently consented to; provided, however, that notwithstanding anything to the contrary herein, Hanover and the Individual Insureds agree that the Individual Insureds

expressly reserve any and all rights to claim insurance coverage from Hanover if named as a Third-Party Defendant.

**WHEREAS**, this Settlement Agreement constitutes a compromise of the matters in dispute in the Lawsuits and, without any Party admitting liability, the Parties have determined that their respective interests would be best served by completely resolving, compromising, and settling all disputes, disagreements and controversies that were or could have been asserted in the Lawsuits, without additional uncertainty, burden, expense, delay or litigation of the Lawsuits, or the litigation of any additional federal, state, or other lawsuit that might be commenced by a Party or Parties, except with regard to Hanover's rights of recovery, as detailed in Section 2 below, and any right of recovery against any person or entity not a Party to this Settlement Agreement or released by operation of Sections 9 through 19 that may be asserted by DCF;

**WHEREAS**, the Individual Insureds have denied the factual allegations in the DCF Lawsuit, the OAG Lawsuit, and the Receiver Lawsuit relating to any alleged misconduct or improprieties, and several Individual Insureds have moved to dismiss all three lawsuits, which motions have not been acted upon by the Court;

**WHEREAS**, Carr, Duarte, Barnett and the Directors are entering into this Settlement Agreement solely to eliminate the uncertainty, burden and expense of further protracted litigation and Carr, Duarte and Barnett have agreed herein to repay a portion of the compensation they received from FCADV in order to resolve that litigation;

**WHEREAS**, Sinn, although defined in this Settlement Agreement as a Director of FCADV, contends that she was never voted onto the FCADV Board at any time, and in consideration of the mutual covenants and releases contained herein, including the dismissal of the

Receiver Lawsuit with prejudice as provided herein, agrees to release any claims she may have against FCADV, the Receiver, and others pursuant to the terms hereof;

**WHEREAS**, the Parties agree that nothing contained herein shall be construed as or constitute evidence of, or any admission of, liability, guilt, fault, wrongdoing or damage by any Party hereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is accepted and hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and fully incorporated into this Settlement Agreement.

2. **ASSIGNMENT OF RIGHTS TO PAYMENT TO HANOVER.** Section IX of the Hanover Policy provides: “In the event of any payment under this Policy, the **Insurer** shall be subrogated to the extent of such payment to all of the **Insured’s** rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds**, and shall do nothing to prejudice or compromise such rights without the **Insurer’s** express written consent.” Upon payment of the entire Settlement Amount by Carr, Hanover, Duarte and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, FCADV and the Foundation, each for themselves, hereby irrevocably assigns, conveys, and transfers to Hanover the right to payment for any and all claims and causes of action that existed or accrued prior to March 12, 2020 that FCADV or the Foundation has, may have, or may be entitled to assert, on behalf of FCADV or the Foundation, or both of them, against any person or entity not a Party to this

Settlement Agreement or released by operation of Sections 9 through 19 including but not limited to James Moore & Co., P.L. and any other auditors or accountants used by FCADV or the Foundation, in addition, and complementary to, all subrogation rights of Hanover as set forth in the instant paragraph above, to the extent of Hanover's payments. Said assignment extends to, and includes, the right to recover the amounts paid by Hanover as a result of the "**Loss**" including the \$1.55 million related to the Settlement Amount and "**Defense Expenses**" related to the Lawsuits. However, this assignment excludes all causes of action or claims asserted against the Officers and Directors. No representations or warranties have been made with respect to these assignments and they are made "AS IS, WHERE IS, AND WITH ALL FAULTS." It is agreed that FCADV, the Foundation, the Receiver, and/or the Individual Insureds agree to: (i) maintain and preserve all records (both paper and electronic) related to Hanover's subrogation and recovery rights, and (ii) reasonably cooperate with Hanover's subrogation and recovery efforts. DCF agrees that it will act as custodian of the operational records of FCADV and the Foundation, including the records subject to Hanover's subrogation rights. Upon dissolution of FCADV and the Foundation (or at any time beforehand as agreed to by the Receiver and DCF), DCF is hereby assigned all operational records of FCADV and Foundation, including all paper records currently in storage. DCF shall have the ability to review and access the content of all such records, and the ability to distribute, disclose, or otherwise release the same. FCADV's and the Foundation's rights of recovery that are subject to this paragraph are causes of action that FCADV or the Foundation may have against third-parties and shall not include any rights to payment or recoveries under this Agreement or right to payment relating to the continuing business of FCADV's and the Foundation's business or any right to payment or recovery relating to the administration of FCADV's and the Foundation's receivership estates, including the sale or liquidation of any asset of FCADV or the Foundation.

3. **AMOUNTS TO BE PAID BY THE OFFICERS AND THE INSURERS.** Within ten (10) business days of receiving written notice of the approval of this Settlement Agreement by the Court pursuant to Section 28 hereof, Carr, Hanover, Travelers, Duarte, and Barnett each agree to severally pay into the Escrow Account defined in Section 4, the several and separate sums set forth below, which sums total three million, nine hundred and thirty-five thousand dollars (\$3,935,000.00)(the “Settlement Amount”):

- **Carr:** Two million, one hundred thousand dollars (\$2,100,000.00), which represents a repayment of compensation received by Carr from FCADV;
- **Hanover:** One million, five hundred and fifty thousand dollars (\$1,550,000.00);
- **Travelers:** Two hundred and twenty-five thousand dollars (\$225,000.00);
- **Duarte:** Thirty-five thousand dollars (\$35,000.00), which represents a repayment of compensation received by Duarte from FCADV;
- **Barnett:** Twenty-five thousand dollars (\$25,000.00), which represents a repayment of compensation received by Barnett from FCADV.

It is expressly understood and agreed that Carr, Hanover, Travelers, Duarte, and Barnett shall each only be obligated to make their separate and several payments as set forth above in this Section 3, and under no circumstances shall Carr, Hanover, Travelers, Duarte, or Barnett, after all such payments have been made and upon the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent pursuant to the Escrow Agreement referenced in Section 4 (the “Escrow Agreement”), have any obligation whatsoever to pay (in whole or in part) any other Party’s several payment or payments as set forth in this Section 3, or any other amounts, including without limitation any or all of the Money Judgment defined in



Section 5. Notwithstanding the foregoing, the failure of any or all of Carr, Hanover, Travelers, Duarte, or Barnett to make timely their separate and several payments shall be a material breach of this Settlement Agreement, which notwithstanding Court approval will render this Settlement Agreement void and unenforceable as to any and all Parties, and will return all Parties to the *status quo ante* in the Lawsuits; in that event, the Escrow Agent shall return all monies paid into the Escrow Account to the respective Parties that contributed such monies within ten (10) business days. All payments shall be made to the Escrow Agent as provided in Section 4 and in the Escrow Agreement in accordance with the wire/ACH transfer instructions annexed hereto as Exhibit A. All portions of the Settlement Amount received by DCF from the Escrow Agent shall be credited against the Money Judgment to be entered against FCADV and in favor of DCF, as provided in Section 5.

4. **ESCROW ACCOUNT.** The Parties agree that the mediation referenced in the Recitals hereto shall terminate not later than upon Court approval of this Settlement Agreement (and may terminate earlier, if terminated in accordance with the provisions of Chapter 44, Florida Statutes), and the mediators (George LeMieux and Kenneth Bell) shall have no further role as such. Notwithstanding the foregoing, the Parties agree that Gunster, Yoakley & Stewart, P.A. (the “Escrow Agent”) shall provide an Escrow Account, for the purposes of holding and disbursing the Settlement Funds as provided in Section 3, at no cost to any of the Parties. The Escrow Account shall be governed by the Escrow Agreement, which shall be substantially in the form attached hereto as Exhibit B. As provided in Section 3 of the Escrow Agreement, after receipt by the Escrow Agent, in the trust fund account provided pursuant to section 2 of the Escrow Agreement, of the entirety of the Settlement Amount, the clearance of all funds comprising the Settlement Amount, and upon dismissal with prejudice of the Receiver Lawsuit, the Insurance Lawsuits, Counts III, IV

and V of the OAG Lawsuit, and the DCF Lawsuit with respect to all parties other than FCADV, pursuant to Section 23 of this Agreement, the Escrow Agent shall cause to be paid by wire transfer the entirety of the Settlement Amount, totaling three million, nine hundred and thirty-five thousand dollars (\$3,935,000.00), as follows: the sum of total three million, one hundred and thirty-five thousand dollars (\$3,135,000.00) shall be paid to DCF, and the sum of eight hundred thousand dollars (\$800,000) shall be paid to the Receiver, in his capacity as the Receiver for FCADV, and not in his individual capacity.

**5. ENTRY OF MONEY JUDGMENT IN FAVOR OF DCF AGAINST FCADV.**

Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, the Receiver hereby consents to the entry of a money judgment in the amount of six million, seven thousand, five hundred and seventy-three dollars (\$6,007,573.00) against FCADV and in favor of DCF, in the DCF Lawsuit, substantially in the form annexed hereto as Exhibit C (the "Money Judgment"). DCF may record the Money Judgment in Leon County, Florida but agrees it will take no further affirmative steps to exercise its rights, remedies and privileges to enforce the Money Judgment except as provided herein. Notwithstanding the foregoing, DCF upon entry of the Money Judgment will be deemed to hold the Money Judgment as an unsecured judgment in the amount of six million, seven thousand, five hundred and seventy-three dollars (\$6,007,573.00) against FCADV, and, subject to the releases and limitations of this Settlement Agreement, will have all the rights of a judgment creditor as to FCADV and the rest of the World with respect to the Money Judgment, subject to said releases. DCF agrees that funds credited against the Money Judgment shall, to the extent reasonably possible, be used for the benefit of victims of domestic violence,

consistent with the provisions of chapters 39 and 960, Florida Statutes, and subject to any applicable provisions of law and any directive of the Florida Legislature as to the expenditure of funds. Each of the Parties to this Settlement Agreement expressly stipulate and agree that after the Insurers and Officers have paid their several payments pursuant to Section 3 and those monies are disbursed from the Escrow Agreement, the Insurers, Officers and Directors shall have absolutely no obligation from now until the end of time to pay any portion of the Money Judgment.

6. **DISSOLUTION OF FCADV AND THE FOUNDATION.** Within ten (10) business days of the approval of this Settlement Agreement by the Court, OAG will file in the OAG Lawsuit a Motion for Partial Summary Judgment for Judicial Dissolution and Orders Directing Winding Up of Affairs (the “Motion for Dissolution”), stipulated to by the Receiver, and all other Parties hereto consenting thereto by their execution of this Settlement Agreement, requesting the entry of separate Judgments dissolving FCADV and the Foundation, pursuant to sections 617.1430 through 617.1433, Florida Statutes (the “Dissolution Judgments”), and separate Orders directing the winding up of the affairs of FCADV and the Foundation. Subject to the releases contained herein, each and every Party hereto consents unconditionally to the entry of the Dissolution Judgments and to separate Orders winding up the affairs of FCADV and the Foundation. After entry of the Dissolution Judgments and Orders, the Court with the consent of all Parties hereto shall direct the liquidation and winding up of the affairs of FCADV and the Foundation as provided in section 617.1433(2), Florida Statutes. The OAG Lawsuit (other than Counts III, IV and V, which shall be dismissed as set forth in Section 23) will be dismissed with prejudice, pursuant to Court Order, when in the judgment of OAG and the Receiver the satisfactory distribution of assets and the winding up of the affairs of FCADV and the Foundation, including:

i) the liquidation of remaining assets of the receivership estates, subject to the reasonable business

judgment of the Receiver, ii) the completion of any audits required of FCADV or the Foundation, iii) the completion of the claims objection process, iv) the preparation of tax returns, and v) the discharge of any obligations under this Settlement Agreement, have been accomplished, and the Receiver has been discharged by Court Order as to both FCADV and the Foundation. Each of the Parties to this Settlement Agreement expressly stipulate and agree that after the Insurers and Officers have paid their separate and several payments of their portions of the Settlement Amount pursuant to Section 3 and those monies are disbursed from the Escrow Agreement, the Insurers, Officers and Directors shall have absolutely no obligation from now until the end of time to pay any portion of the Dissolution Judgments. Notwithstanding the foregoing, it is understood and agreed by each and every Party that after dissolution of FCADV and the Foundation, Hanover pursuant to Section 2 hereof may pursue claims against James Moore & Co., P.L., or any other person or entity not a Party to this Settlement Agreement or released by operation of Sections 9 through 19, as the subrogee of FCDAV and/or the Foundation, pursuant to Florida Statutes § 617.1405, including, but not limited to, Florida Statutes § 617.1405(2) (d). It is understood and agreed by each and every Party that the exercise of the Hanover's rights under Section 2 herein and the related assignment of FCADV's rights of recovery against third-parties and the Foundation's rights of recovery against third parties will not interfere with, delay, or prevent: i) the dissolution of either entity; ii) the full administration of FCADV's and the Foundation's respective receivership estates; and iii) the ultimate closing of the receivership estates and the entry of any Order discharging the Receiver. The Receiver shall have no obligation to delay the full administration of the receivership estates on the behalf of Hanover for any reason.

7. **FOUNDATION FUNDS.** Subject to the execution of the Settlement Agreement by all Parties, including the releases contained herein, and the payment of the entire Settlement

Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, and the entry of the Money Judgment and the Dissolution Judgments, in order to continue serving the certified domestic violence centers that comprise the members of FCADV (the “Centers”) and the survivors of domestic violence, DCF, OAG and FCADV agree that all assets of the Foundation shall be liquidated. An amount not to exceed \$30,000.00 of any existing amounts on hand may be used to pay the administrative claims that have been incurred and remain unpaid or that may be incurred in the dissolution of the Foundation. All of the remaining balance, in an amount not less than one million, one hundred thousand dollars (\$1,100,000.00) shall be paid to the Centers. The Parties agree that amounts paid will be to first, satisfy any allowed claims asserted by the Centers against the Foundation and FCADV, and second, to be paid to the Centers as additional funding, subject to approval by and further Order of the Court (the “Foundation Funds Claims”). Each of the Parties to this Settlement Agreement expressly stipulate and agree that once the Insurers and Officers have paid their separate and several payments of their portions of the Settlement Amount pursuant to Section 3 and those monies are disbursed from the Escrow Agreement, the Insurers, Officers and Directors shall have absolutely no obligation from now until the end of time to pay any portion of the Foundation Fund Claims.

**8. CLAIMS PROCESS.**

(a) After entry of the Dissolution Judgments, the Receiver, pursuant to the Orders winding up the affairs of FCADV and the Foundation, shall administer a single plan of dissolution and claims process, in order to fully identify all creditors of the receivership estates of both FCADV and the Foundation, for the purposes of distribution of the assets and the winding up

of the affairs of both entities, pursuant to section 617.1433(2), Florida Statutes. The plan of dissolution shall be acceptable to the Receiver and to OAG, and shall be attached to the Motion for Dissolution for approval by the Court.

(b) The plan of dissolution shall provide that the period for creditors to assert claims, through sworn proofs of claim in a form approved by the Court, against the receivership estates of FCADV and the Foundation shall be four (4) months after the date of the entry of the Orders providing for the winding up the affairs of FCADV and the Foundation. DCF through this Settlement Agreement will be deemed to have asserted a timely, unsecured and fully allowed claim against the receivership estate of FCADV in the amount of two million, eight hundred and seventy-two thousand, five hundred and seventy-three dollars (\$2,872,573.00), and all other Parties hereto hereby consent to the allowance of said claim. The Officers, Directors, and Insurers waive the right to file a claim in connection with the dissolution and winding up of the affairs of FCADV and the Foundation, and further agree not to file any such claim.

(c) The plan of dissolution shall provide for payment of allowed claims in the following order of priority: (1) all allowed secured claims; (2) all claims incurred in administering the FCADV and Foundation estates, including professional fees and costs paid, or to be paid, pursuant to the Orders appointing the Receiver; (3) all amounts owed to any taxing authority; (4) DCF's fully allowed, unsecured claim as deemed timely filed and allowed by Section 8(b); and (5) all other allowed, unsecured claims, on a *pro rata* basis (items (1) through (5) of this Paragraph shall be collectively referred to as the "Dissolution Claims"). Any remaining assets shall be distributed to the Centers. All Parties to this Settlement Agreement waive any and all objections to any amendment to the articles of incorporation or by-laws of FCADV or the Foundation, or both

of them, as the Receiver in his sole reasonable discretion deems necessary to allow assets to be distributed to the Centers as provided in this section 8(c).

(d) Each of the Parties to this Settlement Agreement expressly stipulate and agree that after the Insurers and Officers have paid their separate and several payments of their portion of the Settlement Amount pursuant to Section 3 and those monies are disbursed from the Escrow Agreement, the Insurers, Officers and Directors shall have absolutely no obligation from now until the end of time to pay any portion of the Dissolution Claims.

9. **RELEASE BY DCF AND OAG OF FCADV, THE FOUNDATION AND THE RECEIVER.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent, the actual disbursement of the Settlement Amount by the Escrow Agent, and the entry of the Money Judgment and the Dissolution Judgments, DCF and OAG do hereby fully, finally, and forever, relinquish and release, acquit, and discharge FCADV, the Foundation, the Receiver, and their successors, assigns, parents, subsidiaries, and attorneys (including Shutts & Bowen, LLP and Boyle, Leonard & Anderson, P.A.), from, and in addition covenant not to sue them upon, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of or concerning the facts and circumstances set forth in the DCF Lawsuit, the Receiver Lawsuit, and the OAG Lawsuit, or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, or the OAG Lawsuit, *excepting and excluding*: (1) any obligation set forth in this Settlement Agreement; (2) any obligation arising from any Judgment entered into under and

subject to the terms of this Settlement Agreement, including without limitation the Money Judgment and the Dissolution Judgments; (3) any amounts or obligations that were incurred or will be incurred in the ordinary course of business between DCF and FCADV and may be due from FCADV to DCF since March 12, 2020, through the present; and (4) any past, present or future claims that any agency or unit of the government of the State of Florida may have against FCADV, the Foundation or the Receiver, other than the claims of DCF and OAG as specifically described herein.

**10. RELEASE AND COVENANT NOT TO SUE BY DCF AND OAG OF THE DIRECTORS AND OFFICERS.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent, the actual disbursement of the Settlement Amount by the Escrow Agent, and entry of the Money Judgment and the Dissolution Judgments, DCF and OAG, including their agents, employees, contractors, successors and assigns, do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Carr, Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys, from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined herein), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in



equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation, *excepting and excluding* (1) any obligation set forth in this Settlement Agreement and (2) any past, present or future claims that any agency or unit of the government of the State of Florida may have against Carr, Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, or any of them, that do not arise out of or in any way relate to (a) their employment by or association with FCADV, the Foundation, or either of them, or (b) funds received by FCADV and/or the Foundation. In addition, Carr, Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, concurrent with the execution of this Settlement Agreement, shall enter into a Mutual Release of Claims in substantially the form annexed hereto as Exhibit D with the agencies and departments of the State of Florida identified therein.

11. **RELEASE BY FCADV, THE FOUNDATION AND THE RECEIVER OF DCF AND OAG.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent, the actual disbursement of the Settlement Amount by the Escrow Agent, and entry of the Money Judgment and the Dissolution Judgments, FCADV and the Foundation, and their successors, assigns, parents, and subsidiaries, acting through the Receiver, and the Receiver in his capacity as such, each do hereby fully, finally, and forever,

relinquish and release, acquit, and discharge DCF and OAG and their successors, assigns, and attorneys (including attorneys of DCF and OAG), from, and in addition covenant not to sue them upon, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined herein), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which they now have or may in the future have against DCF or OAG, arising out of any matter whatsoever, from the beginning of the World to the present, *excepting and excluding* (1) any obligation set forth in this Settlement Agreement, (2) any reimbursement currently due or to become due to FCADV by OAG or being negotiated by and between FCADV and OAG as a result of any VOCA grant relationship between OAG and FCADV, and (3) any reimbursement due to the Receiver by DCF as a result of any current grant or operational relationship between DCF and FCADV, and any agreement relating to the on-going business of DCF and FCADV.

**12. RELEASE BY THE DIRECTORS AND OFFICERS OF DCF, OAG, FCADV, THE FOUNDATION AND THE RECEIVER.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent, the actual disbursement of the Settlement Amount by the Escrow Agent, and entry of the Money Judgment and the Dissolution Judgments, Carr, Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby (1) fully, finally, and forever, relinquish and release, acquit, and discharge DCF and

OAG, and their successors, assigns, and attorneys (including attorneys of DCF and OAG.), from, and in addition covenant not to sue them upon, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined herein), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation, *excepting and excluding* any obligation set forth in this Settlement Agreement; and (2) fully, finally, and forever, relinquish and release, acquit, and discharge FCADV, the Foundation and the Receiver and their successors, assigns, and attorneys (including Shutts & Bowen, LLP, and Boyle, Leonard & Anderson, P.A.), from, and in addition covenant not to sue them upon, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined herein), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law or in equity, in any jurisdiction,

which they now have or may in the future have against FCADV, the Foundation or the Receiver, arising out of any matter whatsoever, from the beginning of the World the present, including without limitation those arising out of or in any way relating to their employment by or association with FCADV, the Foundation, or both of them, *excepting and excluding* any obligation set forth in this Settlement Agreement. In addition, Carr, Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, concurrent with the execution of this Settlement Agreement, shall enter into a Mutual Release of Claims in substantially the form annexed hereto as Exhibit D with the agencies and departments of the State of Florida identified therein.

**13. MUTUAL RELEASES AND COVENANTS NOT TO SUE BY THE OFFICERS AND DIRECTORS.**

(a) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Carr does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any

matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(b) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Barnett does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(c) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Duarte hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or

claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(d) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Keeth hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(e) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement

Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Lynch hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(f) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Diaz-Vidaillet hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Lynch, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or

unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(g) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Fernandez-Kvam hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(h) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Fagan hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet , Fernandez-Kvam, Beachy, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal



representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(i) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Beachy hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Schwab, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(j) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Schwab hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Taylor, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(k) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Taylor hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Morrill, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money

Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(l) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Morrill hereby does fully, finally, and forever, relinquish and release, acquit, and discharge Barnett, Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, and Sinn, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

(m) Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, Sinn hereby does fully, finally, and forever, relinquish and release, acquit, and discharge

Barnett, Carr, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, and Morrill, and their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys from, and covenants not to sue as to, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments including without limitation the Money Judgment as defined herein, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, arising out of, relating to or concerning any matter whatsoever from the beginning of the World to the present, *excepting and excluding* any obligation set forth in this Settlement Agreement.

**14. RELEASE BY FCADV AND THE FOUNDATION OF THE DIRECTORS AND OFFICERS.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent, the actual disbursement of the Settlement Amount by the Escrow Agent, and entry of the Money Judgment and the Dissolution Judgments, FCADV and the Foundation, and their successors, assigns, parents, and subsidiaries, acting through the Receiver, and the Receiver each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Carr, Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, and their successors, assigns, executors, administrators, estates and attorneys, from, and in addition covenant not to sue them upon, any and all claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined herein), accounts, defenses, offsets and liabilities of any

kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which they now have or may in the future have against Carr, Barnett, Duarte, Keeth, Lynch, Diaz-Vidaillet, Fernandez-Kvam, Fagan, Beachy, Schwab, Taylor, Morrill, and Sinn, arising out of, relating to or concerning any matter whatsoever, from the beginning of the World to the present, including without limitation those arising out of or in any way relating to their employment by or association with FCADV, the Foundation, or both of them, *excepting and excluding* any obligation set forth in this Settlement Agreement.

**15. RELEASE BY FCADV AND THE FOUNDATION (THROUGH THE RECEIVER) AND THE INDIVIDUAL INSUREDS OF HANOVER.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent:

(i) FCADV, for itself, and any “Subsidiary” (as defined by the Hanover Policy), and on behalf of their current and former directors, officers, partners, affiliates, agents, attorneys, assigns, judgment creditors, representatives, administrators, spouses, heirs, estates, executors, trustees, receivers, and personal representatives, and each of them (if any). With respect to Mark C. Healy (“Healy”), as Receiver for FCADV, based on his interpretation of the Order appointing him, Healy represents and warrants that he is authorized and empowered to act on behalf of FCADV and to provide the releases set forth below, and that his signature hereon constitutes the binding act of FCADV to this Settlement Agreement;

(ii) the Foundation, for itself, and any “Subsidiary” (as defined by the Hanover Policy), and on behalf of their current and former directors, officers, partners, affiliates, agents, attorneys, assigns, judgment creditors, representatives, administrators, spouses, heirs, estates, executors, trustees, receivers, and personal representatives, and each of them (if any); With respect to Healy, as Receiver for the Foundation, based on his interpretation of the Order appointing him, Healy represents and warrants that he is authorized and empowered to act on behalf of the Foundation and to provide the releases set forth below, and that his signature hereon constitutes the binding act of the Foundation to this Settlement Agreement;

(iii) FCADV, authorized to act on behalf of all “Insureds” (pursuant to Section XV. of the Hanover Policy);<sup>1</sup> and

(iv) the Individual Insureds, and on behalf of their current and former affiliates, agents, attorneys, assigns, judgment creditors, representatives, administrators, spouses, heirs, estates, executors, and personal representatives, and each of them (if any);

(collectively, the “HANOVER Insured Releasing Parties”), hereby fully and completely release, remise and forever discharge Hanover, its past, current and future parents, subsidiaries, affiliates, shareholders, directors, officers, agents, servants, employees, attorneys, insurers, reinsurers, representatives, successors and assigns, and each of them (the “HANOVER Released Parties”), except as stated below, of and from, and in addition covenant not to sue them upon, any and all “Loss”, “Defense Expenses”, “Claim” (as those terms are defined by the Hanover Policy), settlements, judgments, demands, disputes, obligations, promises, costs, charges, fees (including attorneys’ fees), expenses, actions and causes of action of any kind, nature or description, whether known or unknown (including, but not limited to, for bad faith (*e.g.*, Florida Statutes §624.155), unfair or deceptive acts or practices (*e.g.*, Florida Statutes §626.9541), breach of any duty (or covenant) of good faith, or any other extra-contractual liability under the Hanover Policy, and/or under the statutes, regulations or common law of any state), that the HANOVER Insured Releasing Parties, jointly or severally, had or may have had, may now have or claim to have, or which may hereafter accrue under the Hanover Policy, that are based upon, arising out of, or in any way related to the Investigations, the Lawsuits, the Settlement Amount, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, the Dissolution Claims, and/or the Hanover Policy. The

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<sup>1</sup> Specifically, FCADV is the “Named Insured” under the Hanover Policy, and Section XV. of the Hanover Policy provides: “XV. ROLE OF NAMED INSURED By accepting this Policy, the Named Insured agrees that it is authorized to, and will act on behalf of all Insureds with respect to any rights provided under this Policy and each Insured agrees that the Named Insured shall act on its behalf with respect to all such matters.”

HANOVER Insured Releasing Parties understand and acknowledge that upon Hanover's payment of the sum of one million, five hundred and fifty thousand dollars (\$1,550,000.00) pursuant to Section 3 of this Agreement and its release from the Escrow Agreement, the HANOVER Released Parties shall have absolutely no obligations whatsoever to the HANOVER Insured Releasing Parties with respect to the Investigations, the Lawsuits, the Settlement Amount, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, the Dissolution Claims, and/or the Hanover Policy, except for Hanover's obligations: (i) pursuant to this Settlement Agreement, including without limitation the payment of "Defense Expenses" to each of the Individual Insureds through the date of the entry of the last order dismissing each of the Individual Insureds from the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit with prejudice (which must be submitted through Hanover's electronic payment system); or (ii) if Hanover files the Hanover Recovery Lawsuit seeking recovery of its payments made pursuant to this Settlement Agreement, and one or more of the Individual Insureds is thereafter named as a Third-Party Defendant to the Hanover Recovery Lawsuit, such Third-Party Defendant shall be entitled to the same counsel or law firm that presently represents her/them in the Lawsuits, subject to Hanover's Litigation Guidelines previously provided to counsel, and counsel's same hourly billing rates that Hanover has presently consented to; provided, however, that notwithstanding anything to the contrary herein, Hanover and the Individual Insureds agree that the Individual Insureds expressly reserve any and all rights to claim insurance coverage from Hanover if named as a Third-Party Defendant.

**16. HANOVER'S RELEASE OF FCADV, FOUNDATION, THE INDIVIDUAL INSUREDS, DCF AND OAG.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement

of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, the HANOVER Released Parties hereby fully and completely release, remise and forever discharge the HANOVER Insured Releasing Parties, DCF and OAG of and from, and in addition covenant not to sue them upon, any and all “Loss”, “Defense Expenses”, “Claim” (as those terms are defined by the Hanover Policy), settlements, judgments, demands, disputes, obligations, promises, costs, charges, fees (including attorneys’ fees), expenses, actions and causes of action of any kind, nature or description, whether known or unknown that the HANOVER Released Parties, jointly or severally, had or may have had, may now have or claim to have, or which may hereafter accrue under the Hanover Policy, that are based upon, arising out of, or in any way related to the Investigations, the Lawsuits, the Settlement Amount, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, and/or the Dissolution Claims.

**17. RELEASE BY FCADV AND THE FOUNDATION (THROUGH THE RECEIVER) AND THE INDIVIDUAL INSUREDS OF TRAVELERS.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the release disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent:

(i) FCADV, for itself, and any “Subsidiary” (as defined by the Travelers Policy), and on behalf of their current and former directors, officers, partners, affiliates, agents, attorneys, assigns, judgment creditors, representatives, administrators, spouses, heirs, estates, executors, trustees, receivers, and personal representatives, and each of them (if any). With respect to Mark C. Healy (“Healy”), as Receiver for FCADV, based on his interpretation of the Order appointing him, Healy represents and warrants that he is authorized and empowered to act on behalf of FCADV and to provide the releases set forth below, and that his signature hereon constitutes the binding act of FCADV to this Settlement Agreement;

(ii) the Foundation, for itself, and any “Subsidiary” (as defined by the Travelers Policy), and on behalf of their current and former directors, officers, partners, affiliates, agents,



attorneys, assigns, judgment creditors, representatives, administrators, spouses, heirs, estates, executors, trustees, receivers, and personal representatives, and each of them (if any). With respect to Healy, as Receiver for the Foundation, based on his interpretation of the Order appointing him, Healy represents and warrants that he is authorized and empowered to act on behalf of the Foundation and to provide the releases set forth below, and that his signature hereon constitutes the binding act of the Foundation to this Settlement Agreement;

(iii) FCADV, authorized to act on behalf of all “Insureds” (pursuant to Section III.W. of the Travelers Policy); and

(iv) the Individual Insureds; and on behalf of their current and former affiliates, agents, attorneys, assigns, judgment creditors, representatives, administrators, spouses, heirs, estates, executors, and personal representatives, and each of them (if any);

(collectively, the “TRAVELERS Insured Releasing Parties”), hereby fully and completely release, remise and forever discharge Travelers, its past, current and future parents, subsidiaries, affiliates, shareholders, directors, officers, agents, servants, employees, attorneys, insurers, reinsurers, representatives, successors and assigns, and each of them (the “TRAVELERS Released Parties”), of and from, and in addition covenant not to sue them upon, any and all “Loss”, “Defense Expenses”, “Claim” (as those terms are defined by the Travelers Policy), settlements, judgments, demands, disputes, obligations, promises, costs, charges, fees (including attorneys’ fees), expenses, actions and causes of action of any kind, nature or description, whether known or unknown (including, but not limited to, for bad faith (e.g., Florida Statutes §624.155), unfair or deceptive acts or practices (e.g., Florida Statutes §626.9541), breach of any duty (or covenant) of good faith, or any other extra-contractual liability under the Travelers Policy, and under the statutes, regulations or common law of any state), that the TRAVELERS Insured Releasing Parties, jointly or severally, had or may have had, may now have or claim to have, or which may hereafter accrue under the Travelers Policy, that are based upon, arising out of, or in any way related to the Investigations, the Lawsuits, the Settlement Amount, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, the Dissolution Claims, and/or the

Travelers Policy. The TRAVELERS Insured Releasing Parties understand and acknowledge that upon Traveler's payment of the sum of two hundred and twenty-five thousand dollars (\$225,000.00) pursuant to Section 3 of this Agreement and its release from the Escrow Agreement, the TRAVELERS Released Parties shall have absolutely no obligations whatsoever to the TRAVELERS Insured Releasing Parties with respect to the Investigations, the Lawsuits, the Settlement Amount, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, the Dissolution Claims, and/or the Travelers Policy, except for its obligations pursuant to this Settlement Agreement.

**18. TRAVELERS' RELEASE OF FCADV, FOUNDATION, THE INDIVIDUAL INSUREDS, DCF AND OAG.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, the TRAVELERS Released Parties hereby fully and completely release, remise and forever discharge the TRAVELERS Insured Releasing Parties, DCF and OAG of and from, and in addition covenant not to sue them upon, any and all "Loss", "Defense Expenses", "Claim" (as those terms are defined by the Travelers Policy), settlements, judgments, demands, disputes, obligations, promises, costs, charges, fees (including attorneys' fees), expenses, actions and causes of action of any kind, nature or description, whether known or unknown that the TRAVELERS Released Parties, jointly or severally, had or may have had, may now have or claim to have, or which may hereafter accrue under the Travelers Policy, that are based upon, arising out of, or in any way related to the Investigations, the Lawsuits, the Settlement Amount, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, and/or the Dissolution Claims.

19. **OAG AND DCF RELEASE OF HANOVER AND TRAVELERS.** Upon payment of the entire Settlement Amount by Carr, Hanover, Travelers, Duarte, and Barnett, and upon the occurrence of all other conditions precedent to the disbursement of the Settlement Amount by the Escrow Agent and the actual disbursement of the Settlement Amount by the Escrow Agent, DCF and OAG, including their agents, employees, successors and assigns, do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Hanover and Travelers, and their successors, assigns, parents, subsidiaries, and attorneys from, and in addition covenant not to sue them upon, any and all “Loss”, “Defense Expenses”, “Claim” (as those terms are defined by the Hanover Policy and/or the Travelers Policy), claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, settlements, agreements, obligations, judgments, consent judgments (including, but not limited to, the Money Judgment), costs, fees (including attorneys’ fees), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, based upon, arising out of or in any way involving the Hanover Policy, the Travelers Policy, the Investigations, the Lawsuits, the Settlement Amounts, the Money Judgment, the Dissolution Judgments, the Foundation Funds Claims, and/or the Dissolution Claims (collectively, the “Foregoing Released Matters”), *excepting and excluding*: (1) any obligation set forth in this Settlement Agreement and (2) any past, present or future claims that any agency or unit of the government of the State of Florida may have against Hanover or Travelers, other than all of the Foregoing Released Matters, and Hanover and Travelers reserve all defenses related to the same.

20. **NO DETERMINATION OF COVERAGE/LIMITED RESERVATION OF RIGHTS.** Nothing contained in this Settlement Agreement shall be construed in any way to adopt,

or to evidence the adoption by any Party, of any theory or determination of coverage for insurance purposes. Except as expressly provided in this Settlement Agreement, Hanover and Travelers fully reserve all their respective rights, claims, positions and defenses under any insurance policies, alleged or otherwise. Hanover and Travelers reserve the right to decline to defend or indemnify any third party, or FCADV, with regard to any other claim, suit or administrative proceeding as though this Settlement Agreement had never been executed. The Parties further expressly reserve and do not release any and all rights, claims, positions, and defenses that they may have against any person not a Party to this Settlement Agreement, and not released or waived pursuant to this Settlement Agreement, except as otherwise expressly provided in this Settlement Agreement.

21. **NO EFFECT ON PUBLIC RECORD LAW.** The Parties understand that nothing in this Settlement Agreement is intended to affect, or can or does affect, any obligation of DCF, OAG, FCADV or the Foundation under Florida's Public Records laws, including without limitation Florida Statutes Chapter 119, and to the extent that this Settlement Agreement, and any and all other records related to this Settlement Agreement and the Lawsuits, are deemed public records, they are subject to inspection and copying upon request by the Parties and any other member of the public, as provided by law.

22. **NO OTHER CLAIMS OR LAWSUITS.** The Parties each warrant that, except for the Lawsuits, there are no other pending lawsuits, complaints, claims or charges filed by any Party against another Party arising out of or relating to the subject matter of the Lawsuits.

23. **DISMISSAL OF THE LAWSUITS.** Within ten (10) business days of the receipt by the Escrow Agent and the clearance of all funds, totaling three million, nine hundred and thirty-five thousand dollars (\$3,935,000.00), to be paid by Carr, Hanover, Travelers, Barnett and Duarte

pursuant to section 3 of this Settlement Agreement: DCF shall voluntarily dismiss with prejudice all parties to the DCF Lawsuit except FCADV; FCADV by and through its Receiver shall voluntarily dismiss with prejudice the Receiver Lawsuit; and OAG shall voluntarily dismiss with prejudice Counts III, IV and V of the Complaint filed in the OAG Lawsuit. All Parties to the DCF Lawsuit, the Receiver Lawsuit, and the OAG Lawsuit shall cooperate in the above-referenced dismissals of same, including the execution of any pleading or paper necessary to effect those dismissals. Within ten (10) business days of the receipt by the Escrow Agent and the clearance of said funds to be paid pursuant to section 3 of this Settlement Agreement, the Officers, the Directors, the Insurers, FCADV and the Receiver shall file stipulations of dismissal with prejudice of the Insurance Lawsuits. All Parties to the Insurance Lawsuits shall cooperate in the dismissal of same, including the execution of any pleading or paper necessary to effect those dismissals. The OAG Lawsuit, other than Counts III, IV and V, shall be dismissed in accordance with Section 6 of this Settlement Agreement. Upon dismissal with prejudice of the Receiver Lawsuit, the Insurance Lawsuits, Counts III, IV and V of the OAG Lawsuit, and the DCF Lawsuit with respect to all parties other than FCADV, the Settlement Funds shall be disbursed pursuant to Section 4 of this Agreement and Section 3 of the Escrow Agreement. DCF, with the cooperation of FCADV acting by and through the Receiver, shall thereafter promptly seek entry of the Money Judgment against FCADV as provided for in Section 5, thereby concluding the DCF Lawsuit.

24. **ENTIRE AGREEMENT; MODIFICATION.** The Parties agree that this Settlement Agreement, with the Exhibits hereto including without limitation the executed Escrow Agreement in substantially the form as annexed as Exhibit B, is the entire agreement between the Parties as to any claims that have been made or that could have been made in the Lawsuits. This Settlement Agreement overrides and replaces all prior negotiations and terms proposed or

discussed, whether in writing or orally, about the subject matter of this Settlement Agreement. This Settlement Agreement is made without reliance upon any statement or representation of any Party hereto or any person hereby released, except those contained in this Settlement Agreement. This Settlement Agreement may not be modified except by a writing signed by all of the Parties hereto.

25. **ONGOING BUSINESS.** Nothing herein is intended to affect any prior or ongoing business conducted, or obligations incurred, by and between FCADV and DCF since the appointment of the Receiver, except as otherwise provided herein. In addition, as partial consideration of FCADV entering into this Settlement Agreement, DCF agrees to offset amounts currently owed to DCF by FCADV, for the unused portion of the 2020 contract ending on April 30, 2020. These amounts shall be offset within thirty days of DCF and the Receiver executing this Settlement Agreement and shall be subject to a separate agreement between DCF and FCADV.

26. **FEES AND COSTS.** The Parties agree to bear their own attorneys' fees and costs arising out of the Lawsuits, and no Party shall seek from or try to assert against any other Party any right to indemnification or defense costs as a result of the matters litigated in the Lawsuits, except as otherwise provided herein.

27. **GOVERNING LAW AND INTERPRETATION.** The language of all parts of this Settlement Agreement shall be construed as a whole and according to its fair meaning and not strictly in favor of or against any Party, and the Parties agree that no Party shall be considered the drafter of this Settlement Agreement. It is expressly understood and agreed that this Settlement Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

28. **COURT APPROVAL.** This Settlement Agreement is subject to the approval of the Court having jurisdiction over FCADV's and the Foundation's receivership. OAG shall file a motion seeking approval of the Settlement Agreement no later than August 26, 2021, and all other Parties shall consent in writing to said motion.

29. **ENFORCEABILITY.**

(a) Each of the undersigned Officers and Directors represent and warrant that they are of legal age and legally competent to execute this Settlement Agreement. The undersigned representatives for the other Parties represent and warrant that they are of legal age, are legally competent to execute this Settlement Agreement, and are authorized to execute this Settlement Agreement on behalf of the Party on whose behalf they act.

(b) The Parties acknowledge that they or their undersigned representatives have read this Settlement Agreement, have had the opportunity to consult with and seek the advice of counsel, and have been advised regarding the consequences of this Settlement Agreement by their respective attorneys. The Parties further acknowledge this Settlement Agreement was entered into in good faith, with full knowledge of its legal consequences, and that all the terms and conditions contained herein are appropriate, fair and reasonable.

(c) Each Party represents and warrants that it is the lawful owner of all rights, titles, interests, claims, and matters that it has released and discharged herein, and that it has not assigned or transferred, or purported to or attempted to assign or transfer, to any person or entity, any of the rights or interests in or to any claims or matters released herein.

(d) Each Party represents that no promise, inducement or agreement not expressed in this Settlement Agreement has been made to them, and in making this settlement and

signing this Settlement Agreement, the Parties have not been influenced by any representation of any of the Parties hereto that has not been expressed herein.

(e) The Parties acknowledge that this Settlement Agreement is a document which is valid, legal, enforceable, and binding in all respects. However, if any portion, provision or term of this Agreement is deemed to be invalid, illegal or unenforceable in any respect, such provision or term, to the extent invalid, illegal or unenforceable, shall not affect any other provision or term hereof, and this Settlement Agreement shall be construed as if such provision or term had never been contained herein, and the remainder of this Settlement Agreement shall be considered valid.

(f) The Parties agree that nothing contained in this Settlement Agreement shall be construed as or constitute evidence of or any admission of liability, guilt, fault, wrongdoing or damage by any Party hereto.

30. **CHOICE OF FORUM.** Any lawsuit brought by any Party and arising from or relating to this Settlement Agreement, including one to enforce its terms, must be filed in the Circuit Court, Second Judicial Circuit, Leon County, Florida, and each Party hereto consents to personal jurisdiction in that forum as to any such lawsuit. The prevailing Party in any action to enforce this Settlement Agreement shall be entitled to reasonable attorney's fees, interest, and costs of litigation.

31. **EXECUTION.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.



32. **WAIVER.** No failure of any Party to exercise any rights given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such Party’s right to demand exact compliance with the terms hereof. No waiver shall be deemed to occur unless reduced to writing and specifically acknowledged as a waiver by the Party as to whom it is sought to be enforced.

IN WITNESS THEREOF, the Parties hereto have executed this Settlement Agreement personally or by their duly authorized representatives, on the date set forth below.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

THE FLORIDA COALITION AGAINST DOMESTIC VIOLENCE, INC.

SIGNED: Shevaun Harris

SIGNED: [Signature]

NAME: Shevaun Harris

NAME: Mark C. Healy

TITLE: Secretary

TITLE: Receiver

DATE: 8/20/2021 | 2:38 PM EDT

DATE: 8/20/2021 | 8:32 AM PDT

OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS

THE FLORIDA COALITION AGAINST DOMESTIC VIOLENCE FOUNDATION, INC.

SIGNED: Richard H. Martin

SIGNED: [Signature]

NAME: Richard H. Martin

NAME: Mark C. Healy

TITLE: Chief of Staff

TITLE: Receiver

DATE: 8/18/2021 | 3:12 PM EDT

DATE: 8/20/2021 | 8:32 AM PDT

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Tiffany Carr  
Date:

*S Barnett*  
Sandra Barnett  
Date: 8/18/2021 | 4:45 PM EDT

*Patricia Duarte*  
Patricia Duarte  
Date: 8/18/2021 | 4:45 PM EDT

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Melody Keeth  
Date:

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Laurel Lynch  
Date:

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Angela Diaz-Vidaillet  
Date:

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Shandra Fernandez-Kvam  
Date:

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Donna Fagan  
Date:

*Theresa Beachy*  
Theresa Beachy  
Date: 8/18/2021 | 1:33 PM EDT

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Sheryl Schwab  
Date:

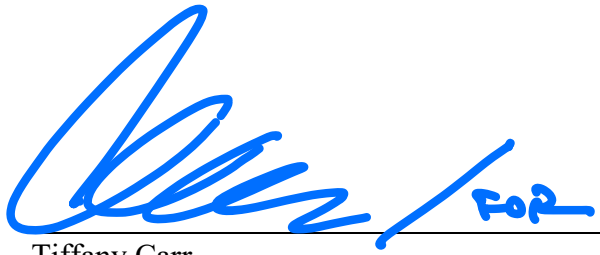
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Lorna Taylor  
Date:

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Penny Morrill  
Date:

*Kelly Sinn*  
Kelly Sinn  
Date: 8/18/2021 | 12:33 PM PDT



Tiffany Carr

Date: 20 AUG 2021

Sandra Barnett

Date:

Patricia Duarte

Date:

Melody Keeth

Date:

Laurel Lynch

Date:

Angel Diaz-Vidaillet

Date:

Shandra Fernandez-Kvam

Date:

Donna Fagan

Date:

Theresa Beachy

Date:

Sheryl Schwab

Date:

Lorna Taylor

Date:

Penny Morrill

Date:


Kelly Sinn

Date:


Tiffany Carr  
Date:


Sandra Barnett  
Date:

Patricia Duarte  
Date:

*FOR*   
Melody Keeth  
Date: 8/8/21

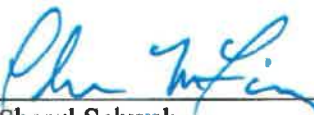
*FOR*   
Laurel Lynch  
Date: 8/8/21

*FOR*   
Angel Diaz-Vidaillet  
Date: 8/8/21


*FOR*   
Shandra Fernandez-Kvam  
Date: 8/8/21

Donna Fagan  
Date:

Theresa Beachy  
Date:

*FOR*   
Sheryl Schwab  
Date: 8/8/21

Lorna Taylor  
Date:

*FOR*   
Penny Morrill  
Date: 8/8/21

Kelly Sinn  
Date:

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Tiffany Carr  
Date:

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Sandra Barnett  
Date:

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Patricia Duarte  
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Melody Keeth  
Date:

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Laurel Lynch  
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Angel Diaz-Vidaillet  
Date:

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Shandra Fernandez-Kvam  
Date:

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Donna Fagan  
Date:

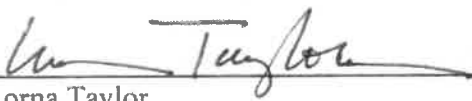
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Theresa Beachy  
Date:

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Sheryl Schwab  
Date:

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Lorna Taylor  
Date: August 18, 2021

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Penny Morrill  
Date:

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Kelly Sinn  
Date:

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Tiffany Carr

Date:

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Sandra Barnett

Date:

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Patricia Duarte

Date:

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Melody Keeth

Date:

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Laurel Lynch

Date:

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Angel Diaz-Vidaillet

Date:

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Shandra Fernandez-Kvam

Date:

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Donna Fagan

Date:

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Theresa Beachy

Date:

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Sheryl Schwab

Date:

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Lorna Taylor

Date:

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Penny Morrill

Date:

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Kelly Sinn

Date: 8/18/20

HANOVER INSURANCE COMPANY

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

HANOVER INSURANCE COMPANY

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME:     Kathryn Patel    

NAME: \_\_\_\_\_

TITLE: Senior Specialty Claim Consultant

TITLE: \_\_\_\_\_

DATE: August 18, 2021 \_\_\_\_\_

DATE: \_\_\_\_\_

**Kathryn  
Patel**

Digitally signed by  
Kathryn Patel  
Date: 2021.08.18  
11:53:21 -05'00'



HANOVER INSURANCE COMPANY

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SIGNED: \_\_\_\_\_

SIGNED:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: William C. Thomas

TITLE: \_\_\_\_\_

TITLE: Managing Director & Counsel

DATE: \_\_\_\_\_

DATE: 8/18/2021

EXHIBIT A  
(Wire/ACH Instructions)

EXHIBIT B  
(Escrow Agreement)

[EXHIBIT B]

**ESCROW AGREEMENT**

This ESCROW AGREEMENT is made and entered as of August 18, 2021, by and among the undersigned parties to the Mediated Settlement Agreement of August 18, 2021 (the “Parties”), and Gunster, Yoakley & Stewart, P.A., hereinafter referred to as “Escrow Agent.”

**WHEREAS**, the Parties have entered into that Mediated Settlement Agreement of August 18, 2021 (the “Settlement Agreement”);

**WHEREAS**, pursuant to Section 4 of the Settlement Agreement, the Parties have agreed that the Escrow Agent shall provide through its law firm trust account an Escrow Account, for the purposes of holding and disbursing the Settlement Amount as defined in Section 3 of the Settlement Agreement, which account will be capable of accepting by wire/ACH transfer the payments required by Section 3 of the Settlement Agreement, and of transferring payments by wire transfer in accordance with Section 3 of the Settlement Agreement;

**WHEREAS**, the Escrow Agent’s Tax-ID number is \_\_\_\_\_.

**WHEREAS**, the Parties agree that the definitions of terms and persons in the Settlement Agreement are hereby incorporated in this Escrow Agreement by reference, as though fully set forth in this Escrow Agreement, and the provisions of this Escrow Agreement are to be construed in accordance with the provisions of the Settlement Agreement;

**WHEREAS**, this Escrow Agreement is subject to Court approval, as set forth herein, and will be presented to the Court for approval at the same time as the Settlement Agreement is presented for Court approval;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is accepted and hereby acknowledged, the Parties and the Escrow Agent agree as follows:

1. **PAYMENTS INTO ESCROW.** Pursuant to and in accordance with Section 3 of the Settlement Agreement, all payments from Carr, Hanover, Travelers, Duarte, and Barnett (comprising the Settlement Amount) shall be made by wire/ACH transfer to the Escrow Account of the Escrow Agent, who shall hold and disburse those funds pursuant to the terms of this Escrow Agreement.

2. **POWERS AND DUTIES OF THE ESCROW AGENT.** The Escrow Agent shall have authority to hold and distribute the Settlement Amount in accordance with the terms of this Escrow Agreement and the Settlement Agreement. The Escrow Agent shall

hold the Settlement Amount in a trust fund account authorized by Rule 5-1.1 of the Rules regulating the Florida Bar. Any investment of the funds received pursuant thereto shall be limited to that permitted by Rule 5-1.1 of the Rules Regulating the Florida Bar. The Escrow Agent shall have discretion to determine whether the Settlement Payment that is held in escrow, or any portion thereof, constitutes nominal or short term deposits as set forth in Rule 5-1.1 of the Rules regulating the Florida Bar. The Escrow Agent shall maintain books and records of funds received pursuant hereto, including accurate accounts of all investments, receipts, disbursements, and other transactions. The books and records shall be made available to the respective counsel for the Parties for inspection upon reasonable advance notice during the Escrow Agent's normal business hours. The Escrow Agent shall not be entitled to any fee or charge for services rendered pursuant to this Escrow Agreement.

**3. PAYMENTS BY ESCROW AGENT.** The Escrow Agent shall make no disbursements of the Settlement Amount other than those expressly provided for herein or as provided in the Settlement Agreement. As provided in Section 4 of the Settlement Agreement, after (1) receipt by the Escrow Agent, in the Escrow Account provided in section 2 of this Escrow Agreement, of the entirety of the Settlement Amount; (2) the clearance of all funds comprising the Settlement Amount, and (3) the dismissal with prejudice of the Receiver Lawsuit, the Insurance Lawsuits, Counts III, IV and V of the OAG Lawsuit, and the DCF Lawsuit with respect to all parties other than FCADV, pursuant to Section 23 of the Settlement Agreement, the Escrow Agent shall cause to be paid by wire transfer the entirety of the Settlement Amount, totaling three million, nine hundred and thirty-five thousand dollars (\$3,935,000.00), as follows: the sum of total three million, one hundred and thirty-five thousand dollars (\$3,135,000.00) shall be paid to the State of Florida, Department of Children and Families (“DCF”), and the sum of eight hundred thousand dollars (\$800,000) shall be paid to Mark C. Healy (the “Receiver”), in his capacity as the Receiver for the Florida Coalition Against Domestic Violence, Inc. and the Florida Coalition Against Domestic Violence Foundation, Inc., and not in his individual capacity, as provided by Section 3 of the Settlement Agreement. Such payments shall be made by wire transfer according to the instructions attached as Exhibit A to the Settlement Agreement. Subject to the requirements of Rule 5-1.1 of the Rules Regulating to the Florida Bar relating to IOTA trust accounts and nominal or short term deposits, any interest accrued on the Settlement Amount while in the custody of the Escrow Agent, and available for distribution with the Settlement Amount, shall be paid to DCF and the Receiver, *pro rata*, in proportion to the shares of the Settlement Amount paid to them pursuant to this Section 3.

**4. DEFAULT IN PAYMENT OF THE SETTLEMENT AMOUNT.** In the event that any or all of Carr, Hanover, Travelers, Duarte, or Barnett fail to timely make their separate and several payments pursuant to Section 3 of the Settlement Agreement, and the parties are returned to the *status quo ante* in the Lawsuits, pursuant to said Section 3, the Escrow Agent shall return all monies paid into the Escrow Account to the respective Parties that contributed such monies within ten (10) business days.

**5. AMENDMENT OF AND TERMINATION OF ESCROW AGREEMENT.** This Escrow Agreement may be amended only by the written consent of the Parties and the Escrow Agent. This Escrow Agreement shall terminate when the entire Settlement Amount

has been distributed pursuant to this Escrow Agreement and the Settlement Agreement, or as otherwise provided by Order of the Court approving this Escrow Agreement.

**6. RESIGNATION OF THE ESCROW AGENT.** The Escrow Agent may resign by giving thirty (30) days' written notice to the Parties, and may be replaced by Order of the Court approving this Escrow Agreement. The Escrow Agent may be removed by mutual agreement of the Parties for any reason, upon thirty (30) days' written notice, or upon Order of the Court approving this Escrow Agreement.

**7. CONTINUING JURISDICTION.** The Parties and the Escrow Agent all hereby consent and agree that the Court approving this Escrow Agreement shall have sole and exclusive jurisdiction over any disputes, claims, or issues arising out of the establishment, administration, and termination of this Escrow Agreement, including without limitation any distribution hereunder, and submit to the jurisdiction of the Court for that purpose.

**8. LIABILITY OF THE ESCROW AGENT.** The Escrow Agent may act upon any notice, certificate, instrument, request, paper, or other document reasonably believed by it to be genuine and to have been made, sent, or signed by counsel for the respective Party or Parties in accordance with this Escrow Agreement, and shall not be liable for any action taken or omitted or omitted to be taken by it in connection with or relating to the performance by it of its duties pursuant to the provisions of this Escrow Agreement or the Settlement Agreement, except for its own willful default or gross negligence.

**9. GOVERNING LAW.** It is expressly understood and agreed that this Escrow Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

**10. APPLICATION TO COURT.** Should the Escrow Agent become aware of any demands or claims with respect to the Settlement Amount other than those as contemplated by the Settlement Agreement and this Escrow Agreement, it shall have the right to apply to the Court approving this Escrow Agreement, on notice to the Parties hereto, for appropriate instructions, on condition that the Escrow Agent first attempts to obtain instructions from the Parties hereto.. Upon notice to the Parties, the Escrow Agent shall be entitled to apply to the Court for an Order for the reimbursement from the Settlement Amount for reasonable costs and expenses, including reasonable attorney's fees, incurred by the Escrow Agent in connection with or arising out of an application made pursuant to this section, except that the Escrow Agent shall not be entitled to costs or expenses as to any matter (a) arising out of a default in payment of any portion of the Settlement Amount, subject to Section 4 of this Escrow Agreement, or (b) resulting from the willful default or gross negligence of the Escrow Agent.

IN WITNESS THEREOF, the Parties hereto have executed this Escrow Agreement personally or by their duly authorized representatives, on the date set forth below.

GUNSTER, YOAKLEY & STEWART, P.A.

SIGNED: George S. Lemieux  
NAME: George S. Lemieux  
TITLE: Chairman of the Board  
DATE: 8/18/2021 | 5:40 PM EDT

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

THE FLORIDA COALITION AGAINST DOMESTIC VIOLENCE, INC.

SIGNED: Shevaun Harris  
NAME: Shevaun Harris  
TITLE: Secretary  
DATE: 8/20/2021 | 2:38 PM EDT

SIGNED: Mark C. Healy  
NAME: Mark C. Healy  
TITLE: Receiver  
DATE: 8/20/2021 | 8:32 AM PDT

OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS

THE FLORIDA COALITION AGAINST DOMESTIC VIOLENCE FOUNDATION, INC.

SIGNED: Richard H. Martin  
NAME: Richard H. Martin  
TITLE: Chief of Staff  
DATE: 8/18/2021 | 3:12 PM EDT

SIGNED: Mark C. Healy  
NAME: Mark C. Healy  
TITLE: Receiver  
DATE: 8/20/2021 | 8:32 AM PDT

Tiffany Carr  
Date:

Sandra Barnett  
Date: 8/18/2021 | 4:45 PM EDT

*Patricia Duarte*

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Patricia Duarte  
Date: 8/18/2021 | 4:45 PM EDT

---

Melody Keeth  
Date:

---

Laurel Lynch  
Date:

---

Angela Diaz-Vidaillet  
Date:

---

Shandra Fernandez-Kvam  
Date:

---

Donna Fagan  
Date:

*Theresa Beachy*

---

Theresa Beachy  
Date: 8/18/2021 | 1:33 PM EDT

---

Sheryl Schwab  
Date:

---

Lorna Taylor  
Date:

---

Penny Morrill  
Date:

*Kelly Sinn*

---

Kelly Sinn  
Date: 8/18/2021 | 12:33 PM PDT



Patricia Duarte  
Date:

*Phyllis M. King*  
FOR Melody Keeth  
Date: 8/18/21

*Phyllis M. King*  
FOR Laurel Lynch  
Date: 8/18/21

*Phyllis M. King*  
FOR Angel Diaz-Vidallet  
Date: 8/18/21

*Phyllis M. King*  
FOR Shandra Fernandez-Kvam  
Date: 8/18/21

Donna Fagan  
Date:

Theresa Beachy  
Date:

*Phyllis M. King*  
FOR Sheryl Schwab  
Date: 8/18/21

Lorna Taylor  
Date:

*Phyllis M. King*  
FOR Penny Morrill  
Date: 8/18/21

Kelly Sinn  
Date:

HANOVER INSURANCE COMPANY

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT C  
(Money Judgment)

[EXHIBIT C]

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,  
IN AND FOR LEON COUNTY, FLORIDA**

STATE OF FLORIDA, DEPARTMENT  
OF CHILDREN AND FAMILIES,

Plaintiff,

vs.

CASE NO: 2020-CA-000431

FLORIDA COALITION AGAINST DOMESTIC  
VIOLENCE, INC., a Florida corporation not-for-profit,  
TIFFANY CARR, individually, SANDRA BARNETT,  
individually, PATRICIA DUARTE, individually,  
MELODY KEETH, individually, LAUREL LYNCH,  
individually, ANGELA DIAZ-VIDAILLET,  
individually, SHANDRA RIFFEY, individually,  
DONNA FAGAN, individually, THERESA BEACHY,  
individually, SHERYL SCHWAB, individually,  
and PENNY MORRILL, individually,

Defendants.

\_\_\_\_\_ /

**CONSENT FINAL JUDGMENT**

THIS CAUSE having from before the Court upon motion of Plaintiff, State of Florida, Department of Children and Families (“DCF”), for entry of a consent final judgment pursuant to the terms of a written agreement entered into by and between DCF and Defendant, the Florida Coalition Against Domestic Violence, Inc., a Florida not-for-profit corporation (“FCADV”), acting through its duly appointed Receiver (collectively “the Parties”); the other named Defendants to this action having been voluntarily dismissed with prejudice pursuant to terms of the aforesaid written agreement; and the Court being fully advised in the premises,

It is hereby **ORDERED** and **ADJUDGED** as follows:

1. The Court has subject matter jurisdiction of this action, has personal jurisdiction over the

parties, and has full authority to enter this Consent Final Judgment upon written agreement of the Parties.

2. The Parties, by entering with full authority into the above-referenced written agreement and this Consent Final Judgment being subject to the written agreement, have expressly agreed to the terms of this Consent Final Judgment and to its entry by the Court.

3. Judgment is hereby entered in favor of DCF and against FCADV in the amount of six million, seven thousand, five hundred and seventy-three dollars (\$6,007,573.00).

4. The Parties are to bear their own respective costs and attorneys' fees.

**ORDERED and ADJUDGED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in Chambers at Tallahassee, Florida.

\_\_\_\_\_  
ANGELA C. DEMPSEY  
Circuit Judge

Copies furnished to:

James A. Timko, Esquire, Shutts and Bowen LLP  
Andrew J. McGinley, Esquire, Florida Department of Children and Families

EXHIBIT D  
(Agency Release)

**EXHIBIT D**

The following agencies and departments of the Florida state government have agreed to execute a Mutual Release of Claims in substantially the form annexed hereto:

Florida Department of Agriculture and Consumer Services

Florida Department of Economic Opportunity

Florida Department of Education

Florida Department of Elder Affairs

Florida Division of Emergency Management

Florida Department of Financial Services

Florida Department of Health

Florida Department of Revenue

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, [NAME AGENCY] including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August \_\_, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et. al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State of Florida Department*



*of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge [NAME AGENCY] and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against [NAME AGENCY], arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

---

Tiffany Carr

Date:

---

Sandra Barnett

Date:

---

Patricia Duarte

Date:

---

Melody Keeth

Date:

---

Laurel Lynch

Date:

---

Angela Diaz-Vidaillet

Date:

---

Shandra Fernandez-Kvam

Date:

---

Donna Fagan

Date:

---

Theresa Beachy

Date:

---

Sheryl Schwab

Date:

---

Lorna Taylor

Date:

---

Penny Morrill

Date:

\_\_\_\_\_  
Kelly Sinn

Date:

[NAME AGENCY]

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ESCROW AGREEMENT

This ESCROW AGREEMENT is made and entered as of August 18, 2021, by and among the undersigned parties to the Mediated Settlement Agreement of August 18, 2021 (the “Parties”), and Gunster, Yoakley & Stewart, P.A., hereinafter referred to as “Escrow Agent.”

**WHEREAS**, the Parties have entered into that Mediated Settlement Agreement of August 18, 2021 (the “Settlement Agreement”);

**WHEREAS**, pursuant to Section 4 of the Settlement Agreement, the Parties have agreed that the Escrow Agent shall provide through its law firm trust account an Escrow Account, for the purposes of holding and disbursing the Settlement Amount as defined in Section 3 of the Settlement Agreement, which account will be capable of accepting by wire/ACH transfer the payments required by Section 3 of the Settlement Agreement, and of transferring payments by wire transfer in accordance with Section 3 of the Settlement Agreement;

**WHEREAS**, the Escrow Agent’s Tax-ID number is 59-1450702.

**WHEREAS**, the Parties agree that the definitions of terms and persons in the Settlement Agreement are hereby incorporated in this Escrow Agreement by reference, as though fully set forth in this Escrow Agreement, and the provisions of this Escrow Agreement are to be construed in accordance with the provisions of the Settlement Agreement;

**WHEREAS**, this Escrow Agreement is subject to Court approval, as set forth herein, and will be presented to the Court for approval at the same time as the Settlement Agreement is presented for Court approval;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is accepted and hereby acknowledged, the Parties and the Escrow Agent agree as follows:

**1. PAYMENTS INTO ESCROW.** Pursuant to and in accordance with Section 3 of the Settlement Agreement, all payments from Carr, Hanover, Travelers, Duarte, and Barnett (comprising the Settlement Amount) shall be made by wire/ACH transfer to the Escrow Account of the Escrow Agent, who shall hold and disburse those funds pursuant to the terms of this Escrow Agreement.

**2. POWERS AND DUTIES OF THE ESCROW AGENT.** The Escrow Agent shall have authority to hold and distribute the Settlement Amount in accordance with the terms of this Escrow Agreement and the Settlement Agreement. The Escrow Agent shall hold the Settlement Amount in a trust fund account authorized by Rule 5-1.1 of the Rules regulating the Florida Bar. Any investment of the funds received pursuant thereto shall be limited to that permitted by Rule 5-1.1 of the Rules Regulating the Florida Bar. The Escrow Agent shall have discretion to determine whether the Settlement Payment that is held in escrow, or any portion thereof, constitutes nominal or short term deposits as set forth in Rule 5-1.1 of the Rules regulating the Florida Bar. The Escrow Agent shall maintain books and records of funds received pursuant hereto, including accurate accounts of all investments, receipts, disbursements, and other transactions. The books and records shall be made available to the respective counsel for the Parties for inspection upon reasonable advance notice during the Escrow Agent's normal business hours. The Escrow Agent shall not be entitled to any fee or charge for services rendered pursuant to this Escrow Agreement.

**3. PAYMENTS BY ESCROW AGENT.** The Escrow Agent shall make no disbursements of the Settlement Amount other than those expressly provided for herein or as provided in the Settlement Agreement. As provided in Section 4 of the Settlement Agreement, after (1) receipt by the Escrow Agent, in the Escrow Account provided in section 2 of this Escrow Agreement, of the entirety of the Settlement Amount; (2) the clearance of all funds comprising the Settlement Amount, and (3) the dismissal with prejudice of the Receiver Lawsuit, the Insurance Lawsuits, Counts III, IV and V of the OAG Lawsuit, and the DCF Lawsuit with respect to all parties other than FCADV, pursuant to Section 23 of the Settlement Agreement, the Escrow Agent shall cause to be paid by wire transfer the entirety of the Settlement Amount, totaling three million, nine hundred and thirty-five thousand dollars (\$3,935,000.00), as follows: the sum of total three million, one hundred and thirty-five thousand dollars (\$3,135,000.00) shall be paid to the State of Florida, Department of Children and Families (“DCF”), and the sum of eight hundred thousand dollars (\$800,000) shall be paid to Mark C. Healy (the “Receiver”), in his capacity as the Receiver for the Florida Coalition Against Domestic Violence, Inc. and the Florida Coalition Against Domestic Violence Foundation, Inc., and not in his individual capacity, as provided by Section 3 of the Settlement Agreement. Such payments shall be made by wire transfer according to the instructions attached as Exhibit A to the Settlement Agreement. Subject to the requirements of Rule 5-1.1 of the Rules Regulating to the Florida Bar relating to IOTA trust accounts and nominal or short term deposits, any interest accrued on the Settlement Amount while in the custody of the Escrow Agent, and available for distribution with the Settlement Amount, shall be paid to DCF and the Receiver, *pro rata*, in proportion to the shares of the Settlement Amount paid to them pursuant to this Section 3.

**4. DEFAULT IN PAYMENT OF THE SETTLEMENT AMOUNT.** In the event that any or all of Carr, Hanover, Travelers, Duarte, or Barnett fail to timely make their separate and several payments pursuant to Section 3 of the Settlement Agreement, and the parties are returned to the *status quo ante* in the Lawsuits, pursuant to said Section 3, the Escrow Agent shall return all monies paid into the Escrow Account to the respective Parties that contributed such monies within ten (10) business days.

**5. AMENDMENT OF AND TERMINATION OF ESCROW AGREEMENT.** This Escrow Agreement may be amended only by the written consent of the Parties and the Escrow Agent. This Escrow Agreement shall terminate when the entire Settlement Amount has been distributed pursuant to this Escrow Agreement and the Settlement Agreement, or as otherwise provided by Order of the Court approving this Escrow Agreement.

**6. RESIGNATION OF THE ESCROW AGENT.** The Escrow Agent may resign by giving thirty (30) days' written notice to the Parties, and may be replaced by Order of the Court approving this Escrow Agreement. The Escrow Agent may be removed by mutual agreement of the Parties for any reason, upon thirty (30) days' written notice, or upon Order of the Court approving this Escrow Agreement.

**7. CONTINUING JURISDICTION.** The Parties and the Escrow Agent all hereby consent and agree that the Court approving this Escrow Agreement shall have sole and exclusive jurisdiction over any disputes, claims, or issues arising out of the establishment, administration, and termination of this Escrow Agreement, including without limitation any distribution hereunder, and submit to the jurisdiction of the Court for that purpose.

**8. LIABILITY OF THE ESCROW AGENT.** The Escrow Agent may act upon any notice, certificate, instrument, request, paper, or other document reasonably believed by it to be genuine and to have been made, sent, or signed by counsel for the respective Party or Parties in accordance with this Escrow Agreement, and shall not be liable for any action taken or omitted or omitted to be taken by it in connection with or relating to the performance by it of its duties pursuant to the provisions of this

Escrow Agreement or the Settlement Agreement, except for its own willful default or gross negligence.

9. **GOVERNING LAW.** It is expressly understood and agreed that this Escrow Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

10. **APPLICATION TO COURT.** Should the Escrow Agent become aware of any demands or claims with respect to the Settlement Amount other than those as contemplated by the Settlement Agreement and this Escrow Agreement, it shall have the right to apply to the Court approving this Escrow Agreement, on notice to the Parties hereto, for appropriate instructions, on condition that the Escrow Agent first attempts to obtain instructions from the Parties hereto.. Upon notice to the Parties, the Escrow Agent shall be entitled to apply to the Court for an Order for the reimbursement from the Settlement Amount for reasonable costs and expenses, including reasonable attorney's fees, incurred by the Escrow Agent in connection with or arising out of an application made pursuant to this section, except that the Escrow Agent shall not be entitled to costs or expenses as to any matter (a) arising out of a default in payment of any portion of the Settlement Amount, subject to Section 4 of this Escrow Agreement, or (b) resulting from the willful default or gross negligence of the Escrow Agent.

IN WITNESS THEREOF, the Parties hereto have executed this Escrow Agreement personally or by their duly authorized representatives, on the date set forth below.

GUNSTER, YOAKLEY & STEWART, P.A.

SIGNED:  \_\_\_\_\_


NAME: George LeMieux

TITLE: Chairman of the Board

DATE: 8/24/2021 | 3:54 PM EDT

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

THE FLORIDA COALITION AGAINST DOMESTIC VIOLENCE, INC.

SIGNED:  \_\_\_\_\_

NAME: Shevaun L. Harris

TITLE: Secretary

DATE: 8/25/2021 | 2:34 PM EDT

SIGNED:  \_\_\_\_\_

NAME: Mark C. Healy

TITLE: Receiver

DATE: 8/23/2021 | 4:56 AM PDT

OFFICE OF THE ATTORNEY GENERAL,  
STATE OF FLORIDA DEPARTMENT OF  
LEGAL AFFAIRS

THE FLORIDA COALITION AGAINST  
DOMESTIC VIOLENCE FOUNDATION,  
INC.

SIGNED: Richard Martin

SIGNED: Mark Healy

NAME: Richard Martin

NAME: Mark C. Healy

TITLE: Chief of Staff

TITLE: Receiver

DATE: 8/20/2021 | 5:16 PM EDT

DATE: 8/23/2021 | 4:56 AM PDT

Christopher Kiser for Tiffany Carr

Sandra Barnett

Tiffany Carr  
Date: 8/25/2021 | 12:18 PM EDT

Sandra Barnett  
Date: 8/20/2021 | 9:49 PM EDT

Patricia Duarte

Melody Keeth

Patricia Duarte  
Date: 8/21/2021 | 10:17 AM EDT

Melody Keeth  
Date: 8/25/2021 | 11:21 AM EDT

Laurel Lynch

Angela Diaz

Laurel Lynch  
Date: 8/25/2021 | 2:11 PM EDT

Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:12 PM EDT

Shandra Kiffey

Donna Fagan

Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:14 PM EDT

Donna Fagan  
Date:

Theresa Beachy

Sheryl Schwab

Theresa Beachy  
Date: 8/20/2021 | 4:57 PM EDT

Sheryl Schwab  
Date: 8/25/2021 | 2:13 PM EDT

*Lorna Taylor* \_\_\_\_\_

Lorna Taylor  
Date: 8/23/2021 | 4:56 AM PDT

*Penny Morrill* \_\_\_\_\_

Penny Morrill  
Date: 8/21/2021 | 12:44 PM EDT

*Kelly Sinn* \_\_\_\_\_

Kelly Sinn  
Date: 8/23/2021 | 4:30 PM PDT

HANOVER INSURANCE COMPANY

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



HANOVER INSURANCE COMPANY

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: Kathryn Patel \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Senior Specialty Claim Consultant \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: August 20, 2021 \_\_\_\_\_

DATE: \_\_\_\_\_

**Kathryn  
Patel**

Digitally signed by  
Kathryn Patel  
Date: 2021.08.20  
10:56:25 -05'00'

HANOVER INSURANCE COMPANY

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SIGNED: \_\_\_\_\_

SIGNED:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: **William C Thomas** \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: **Managing Director & Counsel** \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: **8/20/21** \_\_\_\_\_

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Department of Agriculture and Consumer Services including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State*

*of Florida Department of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Department of Agriculture and Consumer Services and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Department of Agriculture and Consumer Services, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

*Christopher Wise for Tiffany Carr*

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Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

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Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

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Patricia Duarte  
Date: 8/20/2021 | 4:22 PM EDT

*Melody Keeth*

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Melody Keeth  
Date: 8/25/2021 | 11:24 AM EDT

*Laurel Lynch*

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Laurel Lynch  
Date: 8/25/2021 | 2:10 PM EDT

*Angela Diaz*

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Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:08 PM EDT

*Shandra Kiffey*

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Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

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Donna Fagan  
Date:

*Theresa Beachy*

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Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

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Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

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Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

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Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn*

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Department of Agriculture and  
Consumer Services

SIGNED: *Steven Hall*

NAME: Steven Hall

TITLE: General Counsel

DATE: 8/20/2021 | 4:27 PM EDT

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Department of Economic Opportunity including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State*

*of Florida Department of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Department of Economic Opportunity and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Department of Economic Opportunity, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.



*Christopher Kise/for Tiffany Carr*

Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

Patricia Duarte  
Date: 8/20/2021 | 4:22 PM EDT



Melody Keeth  
Date: 8/25/2021 | 11:24 AM EDT

*Laurel Lynch*

Laurel Lynch  
Date: 8/25/2021 | 2:10 PM EDT

*Angela Diaz*

Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:08 PM EDT

*Shandra Kiffey*

Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

Donna Fagan  
Date:

*Theresa Beachy*

Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn*

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Department of Economic Opportunity

SIGNED: *Tom Thomas*

NAME: Tom Thomas

TITLE: General Counsel

DATE: 8/20/2021 | 4:13 PM EDT

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Department of Education including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et. al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State of Florida Department*

*of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Department of Education and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Department of Education, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

*Christopher Wise/for Tiffany Carr*

Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

Patricia Duarte  
Date: 8/20/2021 | 4:22 PM EDT



Melody Keeth  
Date: 8/25/2021 | 11:24 AM EDT

*Laurel Lynch*

Laurel Lynch  
Date: 8/25/2021 | 2:10 PM EDT

*Angela Diaz*

Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:08 PM EDT

*Shandra Riffey*

Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

Donna Fagan  
Date:

*Theresa Beachy*

Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn*

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Department of Education

SIGNED: *Anastasios Kamoutsas*

*Richard M. Corcoran*

NAME: Anastasios Kamoutsas

Richard M. Corcoran

TITLE: General Counsel

Commissioner

DATE: 8/25/2021 | 2:14 PM EDT

8/25/2021 | 2:46 PM EDT

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Department of Elder Affairs including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et. al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State of Florida Department*

*of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Department of Elder Affairs and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Department of Elder Affairs, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.



*Christopher Kise/for Tiffany Carr*

Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

Patricia Duarte  
Date: 8/20/2021 | 4:22 PM EDT



Melody Keeth  
Date: 8/25/2021 | 11:24 AM EDT

*Laurel Lynch*

Laurel Lynch  
Date: 8/25/2021 | 2:10 PM EDT

*Angela Diaz*

Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:08 PM EDT

*Shandra Riffey*

Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

Donna Fagan  
Date:

*Theresa Beachy*

Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn*

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Department of Elder Affairs

SIGNED: *Richard Tritschler*

NAME: Richard Tritschler

TITLE: General Counsel

DATE: 8/24/2021 | 8:04 AM EDT

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Division of Emergency Management including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State*

*of Florida Department of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Division of Emergency Management and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Division of Emergency Management, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

*Christopher Kise/for Tiffany Carr*

Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

Patricia Duarte  
Date: 8/20/2021 | 4:22 PM EDT



Melody Keeth  
Date: 8/25/2021 | 11:24 AM EDT

*Laurel Lynch*

Laurel Lynch  
Date: 8/25/2021 | 2:10 PM EDT

*Angela Diaz*

Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:08 PM EDT

*Shandra Riffey*

Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

Donna Fagan  
Date:

*Theresa Beachy*

Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn*

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Division of Emergency Management

SIGNED: *Stephanie Stachowicz*

NAME: Stephanie Stachowicz

TITLE: General Counsel

DATE: 8/21/2021 | 9:29 AM EDT

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Department of Financial Services including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et. al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State of Florida Department*

*of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Department of Financial Services and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Department of Financial Services, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.



*Christopher Kiser for Tiffany Carr*

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Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

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Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

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Patricia Duarte  
Date: 8/20/2021 | 4:22 PM EDT

*Melody Keeth*

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Melody Keeth  
Date: 8/25/2021 | 11:24 AM EDT

*Laurel Lynch*

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Laurel Lynch  
Date: 8/25/2021 | 2:10 PM EDT

*Angela Diaz*

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Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:08 PM EDT

*Shandra Kiffey*

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Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

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Donna Fagan  
Date:

*Theresa Beachy*

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Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

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Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

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Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

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Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn*

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Department of Financial Services

SIGNED: *John Maciver*

NAME: John Maciver

TITLE: General Counsel

DATE: 8/25/2021 | 9:53 PM EDT

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Department of Health including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et. al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State of Florida Department*

*of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Department of Health and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Department of Health, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

*Christopher Kise/for Tiffany Carr*

Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

Patricia Duarte  
Date: 8/20/2021 | 4:22 PM EDT



Melody Keeth  
Date: 8/25/2021 | 11:24 AM EDT

*Laurel Lynch*

Laurel Lynch  
Date: 8/25/2021 | 2:10 PM EDT

*Angela Diaz*

Angela Diaz-Vidaillet  
Date: 8/25/2021 | 2:08 PM EDT

*Shandra Riffey*

Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

Donna Fagan  
Date:

*Theresa Beachy*

Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn* \_\_\_\_\_

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Department of Health

SIGNED: *Louise St. Laurent* \_\_\_\_\_

NAME: Louise St. Laurent \_\_\_\_\_

TITLE: General Counsel \_\_\_\_\_

DATE: 8/23/2021 | 4:14 PM PDT \_\_\_\_\_

## MUTUAL RELEASE OF CLAIMS

In consideration of the mutual promises contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, Florida Department of Revenue including its agents, employees, contractors, successors and assigns, does hereby fully, finally, and forever, relinquish and release, acquit, and discharge Tiffany Carr, Sandra Barnett, Patricia Duarte, Melody Keeth, Laurel Lynch, Angela Diaz-Vidaillet, Shandra Fernandez-Kvam, Donna Fagan, Theresa Beachy, Sheryl Schwab, Lorna Taylor, Penny Morrill, and Kelly Sinn (collectively, the “Officers and Directors”), and their heirs, estates, successors, assigns, beneficiaries, executors, administrators, agents, legal representatives, personal representatives and attorneys from, and, in addition, covenants not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, judgments, consent judgments (including without limitation the Money Judgment as defined in the Mediated Settlement Agreement of August 18, 2021), accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, accrued or unaccrued, disclosed or undisclosed, liquidated or contingent, suspected or unsuspected, under statutory, local, regulatory, or common law, or in equity, in any jurisdiction, arising out of or in any way concerning the facts, circumstances, transactions and/or occurrences forming the subject matter of the lawsuit styled *Florida Department of Children and Families v. Florida Coalition Against Domestic Violence, Inc., et al.*, Case Number 2020-CA-000431, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “DCF Lawsuit”), the lawsuit styled *Mark C. Healy, as Receiver for Florida Coalition Against Domestic Violence, Inc. v. Tiffany Carr, et. al.* Number 2020-CA-001187, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (the “Receiver Lawsuit”), and/or the lawsuit styled *Office of the Attorney General, State of Florida Department*

*of Legal Affairs v. Florida Coalition Against Domestic Violence Inc, et al.*, Case Number 2020-CA-000437, in the Circuit Court, Second Judicial Circuit, Leon County, Florida (“OAG Lawsuit”), or which existed and could have been asserted in the DCF Lawsuit, the Receiver Lawsuit, and/or the OAG Lawsuit, or which arises out of the employment of any of the Officers and Directors by the Florida Coalition Against Domestic Violence, Inc. (“FCADV”) and/or the Florida Coalition Against Domestic Violence Foundation, Inc. (the “Foundation”), or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.

The Officers and Directors, jointly and severally, and each of their heirs, estates, successors, assigns, executors, administrators, personal representatives and attorneys, each do hereby fully, finally, and forever, relinquish and release, acquit, and discharge Florida Department of Revenue and its employees, agents, successors, assigns, and attorneys from, and, in addition, covenant not to sue them upon, any and all civil claims, rights or claims to indemnity, counterclaims, demands, debts, actions, causes of actions, suits, contracts, agreements, obligations, judgments, consent judgments, accounts, defenses, offsets and liabilities of any kind or character whatsoever, direct or indirect, known or unknown, liquidated or contingent, suspected or unsuspected, in law or in equity, in any jurisdiction, which the Officers and Directors or any of them now have or may in the future have against Florida Department of Revenue, arising out of or in any way related to the DCF Lawsuit, the OAG Lawsuit, and/or the Receiver Lawsuit, or which arises out of the employment of any of the Officers and Directors by FCADV and/or the Foundation, or the association of any of the Officers and Directors with FCADV and/or the Foundation, or the receipt of funds by FCADV and/or the Foundation.



*Christopher Kiser/for Tiffany Carr*

Tiffany Carr  
Date: 8/25/2021 | 12:22 PM EDT

*Sandra Barnett*

Sandra Barnett  
Date: 8/20/2021 | 4:23 PM EDT

*Patricia Duarte*

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Date: 8/25/2021 | 2:08 PM EDT

*Shandra Riffey*

Shandra Fernandez-Kvam  
Date: 8/25/2021 | 2:04 PM EDT

Donna Fagan  
Date:

*Theresa Beachy*

Theresa Beachy  
Date: 8/20/2021 | 4:12 PM EDT

*Sheryl Schwab*

Sheryl Schwab  
Date: 8/25/2021 | 2:07 PM EDT

*Lorna Taylor*

Lorna Taylor  
Date: 8/25/2021 | 2:11 PM EDT

*Penny Morrill*

Penny Morrill  
Date: 8/21/2021 | 12:42 PM EDT

*Kelly Sinn*

Kelly Sinn

Date: 8/21/2021 | 9:49 AM PDT

Florida Department of Revenue

SIGNED: *Mark Hamilton*

NAME: Mark Hamilton

TITLE: General Counsel

DATE: 8/23/2021 | 9:08 AM EDT