

**AGUERO V. NOVA SOUTHEASTERN UNIVERSITY, INC.**

**CASE NO. CACE18028483**

**CLASS ACTION**

**RELEASE PURSUANT TO FINAL ORDER APPROVING CLASS ACTION  
SETTLEMENT, INCLUDING ATTORNEYS' FEES, COSTS, AND INCENTIVE  
AWARD**

The Releasing Party, including their respective current and former officers, directors, employees, attorneys, heirs, executors, administrators, agents, legal representatives, professional corporations, partnerships, assigns and successors, but only to the extent their claims are derived from the claims of Class Members (collectively, the "Releasing Parties"), forever releases and discharges all claims, including any and all claims, rights, and liabilities of any nature, including but not limited to, actions, claims, demands, causes of action, obligations, damages, debts, charges, attorneys' fees, costs, arbitrations, forfeitures, judgments, indebtedness, liens and losses of any kind, source or character whether arising out of federal or state law, whether known or unknown, whether asserted or unasserted, whether asserted by any Releasing Party on his or her own behalf or on behalf of any other person or entity, arising on or before the Effective Date, whether in contract, express or implied, tort, at law or in equity or arising under or by virtue of any statute or regulation, by reason of, arising out of, or in any way related to any of the facts, acts, events, transactions, occurrences, courses of conduct, business practices, representations, omissions, circumstances or other matters related in any way to the Lawsuit, or addressed in this Agreement, whether any such claim was or could have been asserted by any Releasing Party on its own behalf or on behalf of other Persons (the "Released Claims"), against Defendant Nova Southeastern University, Inc., and any of its former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controlled companies, insurers, employees, officers, directors, principals and agents (collectively, the "Released Parties"; the Releasing Party and Released Parties may be jointly referred to as the "Parties").

The Releasing Party agrees and covenants to the maximum extent permitted by law not to sue or cooperate in the filing or prosecution of any suit or proceeding, in any forum based upon or related to any Released Claims against any Released Party.

The Parties intend that this Agreement eliminate all further risk and liability of the Released Parties relating to the Released Claims, and accordingly agree that the Court shall include in the Final Order and Judgment a Bar Order Provision as follows:

Except as compelled by a Court of competent jurisdiction, the Releasing Parties are permanently enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Parties; (ii) instituting, organizing class members in, joining with class members in, amending a pleading in or soliciting the participation of class

members in, any action or arbitration, including but not limited to a purported class action, in any jurisdiction against one or more Released Parties based on, involving, or incorporating, directly or indirectly, any or all Released Claims; and (iii) filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on an allegation that an action of the Released Parties, which is in compliance with the provisions of the Agreement, violates any right of any Class Member.

All Persons who are, have been, could be, or could have been alleged to be joint tortfeasors, co-tortfeasors, co-conspirators, or co-obligors with any or all of the Released Parties respecting any or all of the Released Claims, are hereby, to the maximum extent permitted by law and except as compelled by a Court of competent jurisdiction, barred and permanently enjoined from making, instituting, commencing, prosecuting, participating in or continuing any claim, claim-over, cross-claim, action, or proceeding, however denominated, regardless of the allegations, facts, law, theories or principles on which they are based, in this Court or in any other court or tribunal, against any or all of the Released Parties with respect to any or all of the Released Claims, including without limitation equitable, partial, comparative, or complete contribution, set-off, indemnity, or otherwise, whether by contract, common law or statute, arising out of or relating in any way to the Released Claims. All such claims are hereby fully and finally barred, released, extinguished, discharged, satisfied and made unenforceable to the maximum extent permitted by law, and no such claim may be commenced, maintained, or prosecuted against any Released Party.

Nova Southeastern University, Inc. ("NSU") reserves the right to pursue any debts allegedly owed by Class Members to NSU for payment due and owing to NSU. Class Members retain any and all defenses they may have concerning the alleged debts, except that they may not assert a defense or Counterclaim based upon the Released Claims. The aforesaid alleged debts are not part of this Agreement. Furthermore, NSU acknowledges and affirms that any and all debts arising out of the care and treatment rendered to the patient for orthodontic care in the clinic at the relevant time the subject of this Class Action are hereby waived by NSU, and NSU releases class members from those obligations related to those debts accrued or incurred through November 2018 have been voluntarily waived by NSU, and NSU releases class members from those obligations.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to Releasing Party is Releasing Party is a Minor Under the Age of 18:

\_\_\_\_\_

