

RELEASE

WHEREAS, Plaintiff, SCOTT TOMASKO, (hereinafter referred to as "PLAINTIFF") has filed suit against Defendant, the CITY OF MARGATE (hereinafter referred to as "CITY") in the Circuit Court for the 17th Judicial Circuit in and for Broward County Florida, in a case entitled, *Scott Tomasko v. City of Margate*, Case Number CACE -17-020893("Case"); and

WHEREAS, the PLAINTIFF and the CITY have agreed to settle all claims that have been brought by the PLAINTIFF relating to an incident alleged to have occurred on February 27, 2017 at or near the intersection of Margate Blvd. and North State Road 7, Margate, Florida as described in the Complaint filed in the above action; and

WHEREAS, the PLAINTIFF and the CITY specifically agree and recognize that this proposed settlement and the terms of this Release are subject to approval by the City Commission. The PLAINTIFF and the CITY further agree that should this settlement, or the terms of this Release not be approved by the Commission, this Release will become null and void, and the PLAINTIFF will not be bound by the terms of this Release, and the CITY will not be obligated to pay the consideration found herein.

THEREFORE, in accordance with the agreements and conveyances set forth herein, in consideration for the payment of Seventy Thousand Dollars (\$70,000.00) from the CITY to the PLAINTIFF, the PLAINTIFF agrees to release all claims which were or could have been asserted against CITY, its employees, agents, officers, and commissioners in the Case. The PLAINTIFF further releases all claims of any kind or nature whatsoever, related to or arising from the incident described above and/or as a result of any alleged acts or omissions of the CITY regardless of whether they could have been asserted in the Case. PLAINTIFF agrees to satisfy all related medical, attorney charging, or other liens from these settlement funds and indemnify and

hold the CITY harmless from any such claims.

The PLAINTIFF acknowledges that the payment of the consideration set forth above is a full and final settlement of this matter and is the compromise of a doubtful or disputed claim or claims, and that this settlement is offered solely for economic reasons. The PLAINTIFF acknowledges that payment is not to be construed as an admission of liability on the part of the CITY and/or its employees, officers and/or agents and the CITY expressly denies any negligence or other liability, and has authorized the settlement with the undersigned to buy his peace and release.

It is expressly stated herein that the PLAINTIFF has not been influenced in any manner or to any extent in making this Release by representations or statements of the persons and or parties hereby released, or by any attorneys representing any of them. To secure this settlement and payment of the aforesaid consideration, the undersigned declares that he has fully relied upon his own judgment, belief, and knowledge as to the extent and duration of his damages and the claims alleged. The PLAINTIFF expressly states herein that he understands that the injuries and damages alleged in this action may be continuing in nature. The PLAINTIFF expressly states that he intends by this Release to release CITY and its employees, agents, officers, and commissioners from all claims related the incident described in the Complaint; from all injuries alleged or that could have been alleged in this matter; and from all economic and non-economic damages regardless of their continuing nature.

It is expressly stated herein that the PLAINTIFF has had the benefit of his own counsel and fully understands the terms of this Release, and is making a full and final settlement and resolution of all claims of every nature against the persons, parties, and entities released in

connection with this Release.

This Release shall be governed in accordance with Florida Law and may not be construed against any party or entity as the drafter.

It is expressly stated herein that the undersigned has carefully read in full this General Release and understands the contents hereof and signs same of his own free act.

Within five (5) business days of receipt and clearance of the proceeds of this settlement, PLAINTIFF agrees to execute and file a stipulation of dismissal of this action providing that the case against the CITY is dismissed with prejudice and providing that each party is to bear its own attorney fees and costs.

Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, the Center for Medicare and Medicaid Services must be provided the PLAINTIFF'S full address, Social Security Number, date of birth, gender, and, if available, their Medicare Health Insurance Claim Number (HICN.) Provision of this information is a condition of this settlement. It is further expressly understood and agreed, to the extent applicable, PLAINTIFF covenants that he will set aside funds necessary in any approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care needs of PLAINTIFF for any injury and/or condition that requires treatment that arises from the injuries related and/or caused by the incident described above. In the alternative, PLAINTIFF covenants that he does not presently anticipate that he will require medical and/or health care treatment for the injuries and/or conditions related and/or arising from the incident in question. Further, should funds not be placed in an approved Medicare Set Aside Account for PLAINTIFF, and care and treatment for injuries and/or conditions reasonably related to the incident is subsequently sought, then

PLAINTIFF covenants and represents to the CITY, their attorney and others in privity with them, that PLAINTIFF will not submit nor seek payment for said medical care from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of PLAINTIFF stated herein.

Dated: _____

By: _____
SCOTT TOMASKO

STATE OF FLORIDA
COUNTY OF _____

The foregoing Release has been SWORN TO (or affirmed) and subscribed before me this ____ day of _____ 2018, by SCOTT TOMASKO.

NOTARY PUBLIC

_____ Personally Known OR
_____ Produced Identification

Type of Identification Produced