

**RELEASE OF CLAIM
AND INDEMNIFICATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That **MATTHEW THORN**, hereinafter referred to as "first party", for and in consideration of the sum of **NINETY THOUSAND DOLLARS AND NO/CENTS (\$90,000)** or other valuable consideration, received from or on behalf of **CITY OF PEMBROKE PINES**, hereinafter referred to as "second party", the receipt whereof is hereby acknowledged.

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second party, its agents, servants, employees, and insurers, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, arising from that accident which Plaintiff alleges occurred on or about **November 24, 2016**, at, in or near **North Palm Avenue south of the intersection of Taft Street, Pembroke Pines, Broward County, Florida**, and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described as Matthew Thorn and Cynthia Gonzalez v. City of Pembroke Pines, Case No. CACE18-029555 (21).

I represent that all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for the payment of same by any third party, including any Medicare and Medicaid liens or rights for reimbursement, which arose out of the incident sued upon in the aforementioned litigation have been paid in full or will be settled with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second parties for any claims, demands, subrogation rights or liens that may be asserted against the second parties for the above mentioned expenses or losses of the first party.

It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and the payment is not to be construed as an admission of liability on the part of the second parties, by whom liability is expressly denied.

I have carefully read the Release of Claim and understand its terms, operation, and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
day of February 21st, 2020.

Release of Claim
and Indemnification Agreement
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Signed, sealed and delivered in the presence of:

M T
MATTHEW THORN
)

Hayley Lombard
WITNESS
Hayley Lombard

STATE OF Florida)
COUNTY OF Palm Beach)SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of February, 2020, by Matthew Thorn, who is personally known to me, or who has produced Drivers License as identification.



Hayley Lombard
Notary Public, State of Florida at Large
Printed Name: Hayley Lombard

(NOTARY SEAL)

My commission expires: February 14, 2023

This Instrument Prepared By:
E. BRUCE JOHNSON, ESQ.
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
2455 East Sunrise Blvd., Suite 1000
Fort Lauderdale, FL 33304
Telephone: (954) 463-0100
Fla. Bar No. 262137

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CACE18029555 (21)

MATTHEW THORN and
CYNTHIA GONZALEZ, his wife,

Plaintiffs,

v.

CITY OF PEMBROKE PINES,

Defendant.

STIPULATION FOR DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel for the respective parties herein, that the claims of Plaintiff, MATTHEW THORN, against Defendant, CITY OF PEMBROKE PINES, have been amicably resolved, and shall be dismissed with prejudice, with the respective parties herein to bear their own costs and attorneys' fees.

DATED this ____ day of _____, 2020.

Scott Merl, P.A.
Counsel for Matthew Thorn
4070 Laguna St, 1st First Floor
Coral Gables, FL. 33146

By: 

Scott Merl, Esq.
Fla. Bar No. 91861

Johnson, Anselmo, et al P.A.
Counsel for City of Pembroke Pines
2455 E. Sunrise Blvd., Suite 1000
Fort Lauderdale, FL 33304

By: 

E. Bruce Johnson, Esq.
Fla. Bar No. 262137

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Defendant.

FINAL ORDER OF DISMISSAL

THIS CAUSE having come to be heard on the Stipulation for Dismissal with Prejudice by the Plaintiff, MATTHEW THORN, and Defendant, CITY OF PEMBROKE PINES, and the Court having reviewed the file and Stipulation, and otherwise being fully advised in the premises, it is

ORDERED AND ADJUDGED that the above entitled cause, by or on behalf of Plaintiff, MATTHEW THORN, be, and the same is hereby, dismissed with prejudice as to Defendant, CITY OF PEMBROKE PINES, with each party to bear their own costs and attorneys' fees and with prejudice to the Plaintiff.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this
day of _____, 2020.

MARK SPEISER
CIRCUIT COURT JUDGE

Copies furnished to:
E. BRUCE JOHNSON, ESQ.
SCOTT MERL, ESQ.