

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into this ____ day of _____, 2023, by and between the **City of North Port, Florida**, a Florida municipal corporation with its principal place of business located at 4970 City Hall Blvd., North Port, FL 34286 (the "City"), **Keith Bush, Chad Walker, Matthew Lagarce, John Mike Hetteberg, Steven Cambria and John Contorno**, as individuals (the "Officers") (collectively, the "Defendants"), and **Matthew Poulin**, an individual who is presently incarcerated at _____ ("Plaintiff") (collectively, the "Parties").

WHEREAS, Plaintiff claims he was injured as the Officers attempted to arrest him on October 15, 2017 (the "Incident"); and

WHEREAS, Plaintiff filed a lawsuit against the Defendants over the Incident in the United States District Court for the Middle District of Florida, Tampa Division, styled *Matthew C. Poulin v. Keith Bush, Chad Walker, Matthew Lagarce, John Mike Hetteberg, Stephen Cambria, John Contorno and the City of North Port*, Case No. 8:21-cv-1516-WFJ-AEP (the "Lawsuit"); and

WHEREAS, while the Parties deny any wrongdoing, the Parties have agreed to voluntarily enter into this Agreement and settle all causes of actions, claims, and disputes of Plaintiff against the Defendants, whether known or unknown, arising out of the Incident, so as to avoid the time and expense involved with litigation.

NOW, THEREFORE, the Parties, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are hereby incorporated by reference.
2. **Terms of Settlement:** In consideration for the promises and agreements contained in this Agreement, the City will pay **One Hundred and Thirty Thousand U.S. Dollars and NO/100 (\$130,000.00)** payable to MCKENZIE LAW FIRM, P.A. F/B/O MATTHEW POULIN within twenty (20) business days of this fully executed Agreement. Plaintiff shall dismiss the Lawsuit as to all Defendants with prejudice within five (5) business days of Plaintiff's counsel's receipt of the settlement funds.
3. **No Admission of Liability:** Nothing contained in this Agreement shall be construed to be an admission of liability or culpability by any Party with respect to any claim being compromised herein. The Defendants deny violating any laws or breaching any duties, including but not limited to those related to any constitutional, statutory, or common-law claims raised in the Lawsuit. The Parties are entering into this Agreement to avoid the costs of litigation. This Agreement may not be introduced into evidence in any proceeding by any party except to enforce the terms and conditions contained in this Agreement.
4. **Release of Claims:** Plaintiff, individually and on behalf of his agents, administrators, executors, beneficiaries, heirs, successors and assigns, and anyone who can make a claim by or through him, hereby irrevocably and unconditionally releases, acquits, remises, covenants

not to sue, and forever discharges the City and its mayor, commissioners, officers, employees, agents, attorneys, successors and assigns, and each of the individual Officers and their respective agents, attorneys, heirs, successors and assigns (collectively, "Released Parties"), from any and all rights, obligations, liens, claims, damages, demands, relief, liabilities, equities, actions and causes of action of whatever kind and character, in law or in equity, in contract, tort, or other breach of common law, Constitution, statute, or regulation, whether state or federal, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, actual and consequential, specific and general, however denominated, including but not limited to damages for personal injury, bodily injury, emotional injury, pain and suffering, medical expenses, compensatory damages, punitive damages, lost wages, loss of future earning capacity, monetary loss associated with costs of defense of criminal proceeding, mental anguish, embarrassment, humiliation, inconvenience, loss of capacity to enjoy life, loss of normal body function, money, remuneration, attorney's fees, costs, interest, expenses, or anything of value whatsoever, arising from the beginning of time to the date of this Agreement, including but not limited to, those claims stated in the Lawsuit, and any claims that could have been brought against any of the Defendants by or on behalf of Plaintiff in any state or federal lawsuit or any administrative proceeding arising out of or related to the Incident. Further, Plaintiff, individually and on behalf of his agents, administrators, executors, beneficiaries, heirs, successors and assigns, and anyone who can make a claim by or through him, releases and discharges and shall defend, indemnify, and hold harmless, each of the Released Parties from any and every claim, demand or lien of every kind or character, including but not limited to, Medicare, Medicare set asides, and Medicaid, private insurers, known or unknown, arising out of or related to the Incident or any injury, illness, or disease or the effects or consequences thereof resulting or to result from the Incident. The releases given by Plaintiff herein are general releases. The listing of, or the failure to list, specific types of claims as set forth above is not intended to limit in any way the general and comprehensive scope of the releases given in this Agreement.

5. **Liens:** Plaintiff shall fully pay and satisfy all outstanding liens of any type on the proceeds of this settlement, including but not limited to any claims for subrogation or contribution from any insurer or medical provider, attorneys, or any other liens of any kind. Plaintiff represents and warrants that he has conducted an investigation into and has advised the Defendants of all Medicare, Medicaid, or third-party Medicare or Medicaid provider, including payments or liens for any medical expenses associated with the Incident or incurred to date, including but not limited to contacting and confirming the same with the Medicare/Medicaid Benefits Coordination and Recovery Contractor (BCRC). Further, Plaintiff, individually and on behalf of his agents, administrators, executors, beneficiaries, heirs, successors and assigns, and anyone who can make a claim by or through him, shall discharge, defend, hold harmless, and indemnify the Defendants from any and every claim, demand or lien of every kind or character, including any liens, claims, fines, penalties, sanctions or litigation instituted by Medicare, Medicaid, set asides requirements, private insurers, known or unknown, to either party hereto which may ever be asserted by reason of said injury, illness, or disease or the effects or consequences thereof resulting or to result from the Incident complained of in the Lawsuit, and further including but not limited to any and all claims made by any person or entity under the Federal Medical Care Recovery Act, any group or individual health insurance policies, or any other class of benefits paid to or payable to Plaintiff or his representatives or attorneys. All settlement funds received under this Agreement shall be escrowed and paid

first to fully satisfy any liens before any payments are made to Plaintiff. Plaintiff will provide the Defendants with a copy of all lien releases.

6. **Authority; Competence:** Plaintiff acknowledges that he has the full authority to enter into this Agreement without the consent or joinder of any other person or party and has not previously assigned or transferred or purported to assign or transfer, to any person or entity, all or part of any rights, damages, causes of action, or claims against the Defendants. Plaintiff further states that at the time of reviewing and signing this Agreement, he is of sound mind and is not under the influence of any drugs, alcohol, or other substances which may affect his ability to fully and completely understand and voluntarily enter into this Agreement.
7. **Representation of Parties; Mutual Drafting:** Plaintiff acknowledges and agrees that he has consulted with his attorney(s) concerning the contents of this Agreement or has waived the opportunity to do so. By signing this Agreement, Plaintiff affirms that this Agreement is the product of mutual drafting and shall not be construed against either party. Plaintiff further affirms that he has read this Agreement, understands it, knows that he is giving up important rights, agrees with everything in it, and knowingly and voluntarily signed it. Plaintiff also understands that this Agreement cannot be revoked, and once signed, is binding.
8. **Entire Agreement; Signatures; Severability:** This Agreement constitutes the entire agreement to the subject matters stated herein, supersedes all prior and contemporaneous understandings and representations, whether oral or written, and cannot be altered or modified unless the same occurs by way of a writing signed by the Defendants. This Agreement may be signed in counterparts with the same force and effect as if all signatures were set forth in a single instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. In the event that one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby.
9. **Choice of Law; Venue; Attorney's Fees & Costs:** This Agreement shall be governed by and construed under the laws of the State of Florida. Any suit or action to enforce or otherwise resolve any dispute arising from this Agreement shall be brought and venue shall lie solely in a state or federal court of competent jurisdiction in or embracing Sarasota County, Florida. The Parties agree that, in any suit or action to enforce or otherwise resolve any dispute arising from this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney's fees from the non-prevailing party.
10. **Headings:** The headings of the paragraphs of this Agreement are for convenience only and shall not act to limit or otherwise affect the rights and obligations set forth herein.
11. **Non-Discrimination:** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement OF THEIR OWN FREE CHOICE AND WILL, AFTER CONSULTATION WITH COUNSEL OF THEIR CHOICE, on the date(s) set forth below.

MATTHEW C. POULIN

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement and Release was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2023, by MATTHEW C. POULIN who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

CITY OF NORTH PORT, FLORIDA

ALFRED JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

KEITH BUSH

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement and Release was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2023, by KEITH BUSH who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name

CHAD WALKER

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement and Release was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2023, CHAD WALKER who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name

MATTHEW LAGARCE

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement and Release was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2023, by MATTHEW LAGARCE who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name

JOHN MIKE HETTEBERG

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement and Release was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2023, by JOHN MIKE HETTEBERG who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name

STEPHEN CAMBRIA

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement and Release was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2023, by STEPHEN CAMBRIA who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name

JOHN CONTORNO

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement and Release was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2023, by JOHN CONTORNO who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name