

STATE OF FLORIDA
Division of Administrative Hearings
Office of the Judge of Compensation Claims
District "MA"

CLAIM NUMBER: 12-018399 WRH

Judge: Havers

DATE(S) OF ACCIDENT: 7/19/12

PRETRIAL:

TRIAL:

CLAIMANT: John Milton Poag, Jr.

CLAIMANT'S COUNSEL:

Matthew S. Sosonkun

EMPLOYER: City of Pompano

E/C/SA'S COUNSEL:

Marybell Rajo

CARRIER/SERVICING AGENT:

City of Pompano

MEDIATION REPORT

1. A Mediation Conference was conducted by Certified Mediator Howard Scheiner on Nov 4, 2020.

2. The following were in attendance:

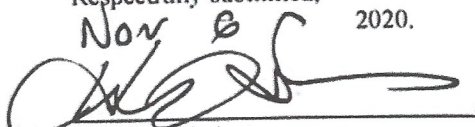
1. Claimant: ✓
2. Claimant's Counsel: ✓
3. Employer:
4. Carrier/Servicing Agent: ✓
5. E/C/SA's Counsel: ✓
6. Other Attendees:

3. At the Mediation Conference, the parties:

- a) Completely resolved all issues as set forth in the attached Agreement. By Order of the J.C.C., the Pretrial Conference and Final Hearing are hereby canceled.
- b) Completely resolved all issues as set forth in the attached Agreement; except for Attorney's Fees. By Order of the J.C.C., the Pretrial Conference and Final Hearing are hereby canceled. Should a fee hearing be necessary, Counsel for the Claimant shall contact the Office of the J.C.C. to schedule same.
- c) Resolved only those issues as set forth in the attached Mediation Agreement corresponding to the Petition for Benefits dated _____, Pretrial and Final Hearing should remain scheduled.
- d) Were ordered to reconvene the Mediation, which is to be concluded PRIOR to the Final Hearing. Pretrial and Final Hearing should remain scheduled.
- e) Did not resolve any issues.
_____ Pretrial and Final Hearing should remain scheduled.
_____ No Pretrial or Final Hearing is set. Please set.
- f) Other:

Respectfully submitted,

Nov 8, 2020.


Howard Scheiner

MEDIATION SETTLEMENT AGREEMENT ADDENDUM

The parties agree to a complete resolution of this case based upon the following terms:

- 1) The E/C/SA will pay the claimant \$ 250,000.00 out of which the claimant will pay his/her attorney a fee of \$ 25,750.00 and costs of \$ 425.00 thereby netting \$ 223,825.00
- 2) out of the above amount the claimant agrees to establish a self administered MSA of up to \$ 47,503.99. The E/SA will submit the proposed MSA of this amount to CMS for approval and this agreement is ~~subject~~ contingent upon CMS approving the MSA at this amount or less. If CMS requires funding in excess of this amount, the E/SA may fund the difference. If the E/SA declines, the claimant may fund the difference. If neither party agrees to fund the difference this agreement will be voided.
- 3) This includes all dates of accident with this employer, known or unknown.
- 4) Indemnity and Medical of a palliative nature only shall continue until the JCC approves the fees, at which time all benefits cease.
- 5) Claimant will execute a general release, not to affect any vested benefits and/or rights, including Pension benefits
- 6) This agreement is contingent upon approval from the City of Pompano and Excess Insurance.

The parties will submit a separate stipulation detailing that the E/C/SA will pay the claimant's attorney a separate fee of \$ ~~25,750.00~~ and costs of \$ ~~425.00~~ for all past due fees and costs based upon previously obtained benefits for the claimant.

~~The Parties understand and acknowledge that approval by the ICC of this agreement as to any issue other than attorney's fees and satisfaction of child support arrangements is not specifically required and that this agreement is binding upon execution by the parties.~~

Upon approval of the attorneys fees related to this washout, all pending petitions will be dismissed and/or withdrawn.

Any separate stipulation agreed to by the parties herein is intended to be integrated with the washout agreement and unenforceable individually.

The E/C agrees to pay for the mediation fee associated with this mediation.

The claimant appeared at mediation by telephone and gave his attorney clear and unequivocal authority to sign on his behalf.