

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
JACKSONVILLE DISTRICT OFFICE

OJCC NO: 12-018399WRH
D/A: 7/19/2012
JUDGE: William R. Holley

JOHN POAG, JR.
Employee,

vs.

CITY OF POMPANO BEACH
Employer,

CORVEL CORPORATION
Carrier/Service Agent.

CLAIMANT'S AFFIDAVIT FOR FINAL SETTLEMENT

STATE OF KANSAS

COUNTY OF BOURBON

BEFORE ME, the undersigned authority, personally appeared JOHN POAG, JR., who, after first being duly cautioned and sworn on oath, deposes and says:

1. I am the employee in the above styled cases.
2. I have fully discussed with my attorney the terms of the Settlement Agreement and Release, and Severance Agreement and Release prepared in conjunction with this Affidavit, and I fully understand the legal significance of the settlement.
3. I have read or had read to me the proposed Settlement Agreement and Release, and Severance Agreement and Release, and understand that I am to receive \$250,000.00 as the total settlement for my workers' compensation claims and \$100.00 as consideration for the Severance Agreement and Release.

4. I understand and agree that MATTHEW SOSONKIN, ESQUIRE, who has represented me in these matters, is entitled to a fee in the amount of \$25,750.00 and costs in the amount of \$425.00 to be paid entirely from my settlement funds. I agree that this fee is reasonable based on the services rendered by my attorney in representing me and in obtaining this settlement. I further understand that I will net \$223,825.00 from the settlement proceeds to include a Workers' Compensation Medicare Set-Aside Account in the amount of \$40,260.00 plus \$100.00 as consideration for the Severance Agreement and Release.
5. I understand that I have a right to submit my claim for workers' compensation benefits to the Judge of Compensation Claims for determination, and the Judge of Compensation Claims possibly could award me more benefits than I am to receive or the Judge of Compensation Claims could possibly award me no or less benefits than I am to receive in this settlement.
6. Likewise, I understand that I have a right to submit the other claims released in the Severance Agreement and Release to a judge or jury for determination, and the judge or jury possibly could award me more benefits than I am to receive or the judge or jury could possibly award me no or less benefits than I am to receive in this settlement.
7. I understand that by this settlement I am waiving any future claim to workers' compensation benefits resulting from the accident referred to in the Petition. I understand that even if my condition worsens, I will still not be entitled to any future workers' compensation benefits.

8. I understand that by entering into this settlement, I am waiving any entitlement to future medical benefits related to any injuries I sustained while employed with the Employer.
9. I understand that by entering into this settlement I am waiving the right to bring any claims whatsoever against the employer and anyone acting on the employer's behalf including, but not limited to, past, present and future shareholders, parent companies, subsidiaries, affiliates, divisions, directors, officers, partners, employees, attorneys, agents, independent contractors, successors, and assigns (hereinafter collectively referred to as "RELEASED PARTIES") for anything that occurred during my employment with the Employer.
10. I understand that if I have applied or should ever apply for benefits through the Social Security Administration and/or through Medicare/Medicaid, my attorney cannot guarantee that the Social Security Administration and/or Medicare/Medicaid will not apply the settlement proceeds herein to offset any benefits I might be awarded.
11. I understand that I am solely responsible for satisfying any lien the Social Security Administration and/or Medicare/ Medicaid may have by virtue of having paid benefits to me and acknowledge that I have not advised my attorney of the receipt of any benefits to me from the Social Security Administration or from Medicare/Medicaid.
12. I acknowledge that the Employer/Carrier made no representations about my medical condition, prognosis, need for future medical treatment or costs thereof, and that the Employer/Carrier made no representations to me about the possibility

of receiving additional workers' compensation benefits. I acknowledge that I am solely responsible for acquiring information regarding my medical condition, and the possibility of receiving future workers' compensation benefits, so as to make an informed decision as to the merits of entering into this settlement. I acknowledge that, after consideration of the facts from my independent investigation of my medical condition and workers' compensation benefits, that I knowingly and freely entered into this settlement.

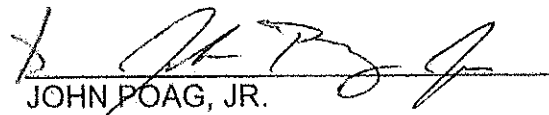
13. I certify that I have divulged to my attorney and the employer's attorney all information concerning any child support and/or alimony obligations I have, including information about any arrearage I may owe.

14. I acknowledge that I have no counsel other than the attorney named above representing me at the time I sign the releases.

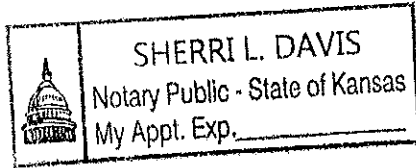
15. Knowing all these facts to be true, I request that the Judge of Compensation Claims of the Florida Division of Administrative Hearings an order approving the Motion for Attorneys' Fees and Allocation of Child Support.

16. I further certify and acknowledge that the proposed Release and Waiver of Workers' Compensation Claims as well as the Severance Agreement and Release along with this Affidavit have been explained to me by my attorney's office and that any contents that I did not understand have been explained to my satisfaction.

FURTHER AFFIANT SAYETH NAUGHT.


JOHN POAG, JR.
CLAIMANT

SWORN TO AND SUBSCRIBED before me this 5th day of February, 2021, by JOHN POAG, JR., who is personally known to me or who produced Kansas Drivers License as identification.



X Sherril Davis
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11.2.21