

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS**

EMPLOYEE:
Carlos Descalzo

ATTORNEY FOR EMPLOYEE:
Frank Cerino, Esq.
Law Offices of Morales & Cerino, P.A.
166 E 49th Street
Hialeah, FL 33013

EMPLOYER:
City of Pompano Beach
100 West Atlantic Blvd, Pompano Beach, FL 33060

ATTORNEY FOR E/C/SA:
Suzanne Leider Mays, Esq.
Law Offices of Suzanne Leider Mays, P.A.
21218 St. Andrews Blvd., #410
Boca Raton, FL 33433

CARRIER/SA:
CorVel Enterprise Claims, Inc.
14055 Riveredge Dr, Suite 350, Tampa, FL 33637

OJCC NO.: 24-002220DAL
D/A: 12/29/2023

**WORKERS' COMPENSATION SETTLEMENT AGREEMENT
UNDER F.S. §440.20(11)(c)(d)(e), (2001)**

The above named parties have entered into this agreement made for the specific purpose of discharging the Employer/Carrier/Service Agent from any further liability for past and future compensation benefits, past and future medical benefits, rehabilitation benefits, temporary total disability benefits for training and education, death benefits, attorney's fees and costs, and any other benefits provided under the Florida Workers' Compensation Law, in exchange for the payment of a lump-sum of money to the Claimant. The parties acknowledge and agree that this WC settlement is contingent upon the approvals of the City of Pompano Beach City Manager and City Commission. The parties stipulate and agree as follows:

1. DESCRIPTION OF ACCIDENT - The Claimant alleges that on or about 12/29/2023, he sustained injury to his lumbar spine while in the course of employment with the employer in Broward County, Florida.

2. MAXIMUM MEDICAL IMPROVEMENT - The parties stipulate that the Claimant has attained maximum medical improvement (MMI) for all injuries and conditions arising out of or claimed to be related to this workers' compensation claim. It is understood by the Claimant that reasonable persons could differ

with respect to the date of MMI; however, notwithstanding this fact, it is fully understood and agreed by the Claimant that he shall be bound with prejudice by the stipulation of MMI. The Claimant understands that he will be barred from raising the issue of MMI as a basis for questioning, appealing, modifying or moving to set aside this agreement.

3. SETTLEMENT AMOUNT AND DISCHARGE FROM LIABILITY FOR PAST AND FUTURE BENEFITS - Contingent on the approvals of the City Manager and City Commission, the Employer/Carrier/Servicing Agent will pay to the Claimant \$97,400.00 in a lump-sum in full satisfaction of the obligation or liability to pay all benefits of whatever kind or classification available under the Florida Workers' Compensation Law including, but not limited to, past and future compensation benefits, past and future medical benefits, rehabilitation benefits, temporary total disability benefits for training and education, death benefits, attorney's fees and costs, and any other benefits provided under the Florida Workers' Compensation Law, on account of any and all accidents, injuries, repetitive trauma or exposure conditions, and occupational diseases suffered while employed by the employer referenced herein. The lump-sum payment shall include the following allocation:

- a. Attorneys Fees, Costs and Child Support identified below.

- b. Past and future compensation benefits to include: rehabilitation, temporary total disability for training and education, and all other monetary consideration for the terms of this agreement not otherwise specified: \$10,000.00.

- c. Future medical & rehabilitation expenses, including future prescription treatment and future non-medicare covered expenses: \$62,400.00

TOTAL: \$97,400.00

Upon receipt of the lump-sum, the Employer/Carrier/Servicing Agent will be forever released and discharged from the obligation or liability to pay any and all benefits of whatever kind or classification payable under Chapter 440 and Florida Workers' Compensation Law.

The Claimant agrees that this agreement sets forth the entire agreement between the Claimant and the Employer/Carrier/Service Agent and that this agreement shall supersede any and all prior agreements or understandings, whether written or oral, between the parties. The Claimant acknowledges that he has not relied on any representations, promises or agreements of any kind made to him in connection with his decision to sign this agreement, except for those set forth in this agreement.

4. ATTORNEY'S FEES AND COSTS PAYABLE BY CLAIMANT AND WAIVER - The Claimant has been represented by Frank Cerino, Esq. (Federal Tax I.D. No. 76-3541474) in connection with this matter who is entitled to a fee for legal services rendered. The sum of \$24,375.00 is a reasonable fee for such services. The Claimant shall also reimburse his attorney the sum of \$625.00 for non-taxable costs. The fee and non-taxable costs shall be paid from the settlement proceeds thereby making the net settlement amount \$72,400.00. It is agreed that each party shall bear its own costs in this matter.

Notwithstanding the provisions of F.S. section 440.34(3)(a-d), the Claimant and not the E/C/SA is responsible for the payment of his own attorney's fees because this settlement was made under F.S. 440.20(11)(c)(d)(e). The Claimant understands and agrees that the amount of the fee charged by his attorney must be approved by the Judge of Compensation Claims. The Claimant has been informed of the right to a hearing on the amount of the fee charged by his attorney and hereby waives his right to such a hearing.

The Claimant specifically assumes responsibility for any attorney's fees and costs filed by former and/or other attorneys and agrees to indemnify and hold harmless the Employer/Carrier/Service Agent for any amounts they maybe required to pay to said attorney(s) pursuant to any court order, lien and/or agreement.

5. APPROVAL OF ATTORNEY'S FEES, CHILD SUPPORT ALLOCATION AND TIME FOR PAYMENT OF SETTLEMENT PROCEEDS - It is understood and agreed by the parties that the settlement proceeds contemplated herein are not payable until the Judge of Compensation Claims (JCC) approves the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage, pursuant to F.S. §440.20(11)(c)(d)(e). Notwithstanding the requirement of judicial review of the attorneys fees, this settlement is binding and enforceable as of the date executed by the parties. The parties specifically agree that refusal of the JCC to approve any motion for attorney's fees or costs filed by or on behalf of the Claimant shall not render this settlement agreement void or invalid, and the settlement proceeds

contemplated by this agreement shall still be payable under the terms of this agreement pursuant to any concurrent orders entered by the JCC.

Notwithstanding any statutory provisions to the contrary, the parties expressly agree and hereby stipulate that the Employer/Carrier/Servicing Agent shall have thirty (30) days from the date of rendition of the JCC's Order approving the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage to pay the settlement proceeds contemplated herein. Should said Order be entered before all parties have executed this Agreement, then the Employer/Carrier/Servicing Agent shall have thirty (30) days from the date all parties have executed this Agreement to pay the settlement proceeds contemplated herein.

6. SUBROGATION AND LIENS - The Employer/Carrier/Servicing Agent specifically reserve their right of subrogation granted by F.S. §440.39. The Claimant acknowledges that all known liens or potential liens involving Medicare, Medicaid, the Internal Revenue Service, child support enforcement, and other agencies of federal, state or local governments have been revealed to the Employer/Carrier/Servicing Agent. The Claimant agrees to indemnify and hold harmless the Employer/Carrier/Servicing Agent regarding any such liens.

7. VOLUNTARY SETTLEMENT - The Claimant understands that this claim does not have to be settled and that he is agreeing to do so freely, voluntarily, with no duress, and no coercion from anyone. The Claimant understands all of the terms of this agreement and has been afforded the opportunity to consult with counsel of his own choice regarding these terms.

8. SOCIAL SECURITY DISABILITY BENEFITS AND MEDICARE HAVE BEEN CONSIDERED - The Claimant certifies that he has not enrolled in Medicare/MAP/Medicaid. He is not a Medicare recipient. He has not applied for Social Security benefits or Medicare and is not expected to within 30 months. The Employer/Carrier/Servicing Agent's right to offset workers' compensation benefits due under Chapter 440 and Florida Workers' Compensation Laws against benefits payable on account of total disability under Chapter 42, U.S.C., including benefits payable under Medicare, has been considered by the parties in reaching this agreement.

Considerable attention has been given to the Claimant's entitlement to Social Security benefits pursuant to 42 U.S.C. §423 and receipt of Medicare benefits under 42 U.S.C. §1395Y, as well as the Healthcare Financing Administration's entitlement to subrogation and intervention right pursuant to 42 C.F.R. Subpart C §441.46 to recover any overpayment made by Medicare.

It is not the purpose of this settlement agreement to shift to Medicare the responsibility for payment of medical expenses for the treatment of work-related conditions. Instead, this settlement agreement is intended to provide the Claimant with a lump-sum which will foreclose the Employer/Carrier/Servicing Agent's responsibility for future payments of all work-related medical expenses. In accepting this settlement, the Claimant realizes, understands, and agrees that Medicare will not pay for any medical expense related to this work accident until the medical expenses related to such injuries or disease equal the amount of the lump-sum allocated for settlement of Medicare-covered expenses related to the work accident, as outlined above. The Employer/Carrier/Servicing Agent is entering into this agreement with the understanding that the Claimant promises to resolve any claim, lien or other rights Medicare/Medicaid may have against these proceeds. The Claimant realizes, understands and agrees that he is solely responsible for providing an annual accounting of all Medicare-covered expenses related to the work accident.

The Claimant certifies that any liens or potential liens involving Medicare of which he is aware have been disclosed to the Employer/Carrier/Servicing Agent and considered in connection with this settlement. The Claimant accepts responsibility for any liens held or filed by Medicaid or Medicare with regard to any other payments they have made, or will make in the future, to any healthcare provider as a result of those medical conditions flowing from the alleged workplace injuries. The Claimant agrees to indemnify and hold the Employer/Carrier/Servicing Agent harmless from any liability the Employer/Carrier/Servicing Agent may have for payment of these benefits.

9. WAIVER OF PENALTIES, INTEREST AND FORMAL NOTICE - The Claimant waives any right he may have to penalties and interest on account of the alleged accident or occupational disease referenced herein which may be due or owing prior to the date of execution of this Agreement. Under no circumstances shall the Employer/Carrier/Servicing Agent be liable for the payment of penalties or interest after the execution of this Agreement, except as otherwise provided above.

10. CHILD SUPPORT AND INCOME DEDUCTION ORDERS - The Claimant represents that the proceeds herein, as well as all indemnity benefits paid to him by the Employer/Carrier/Servicing Agent, are not subject to any writ of garnishment, income deduction order, child support decree or any other judicial decree or order which has not been disclosed to the Employer/Carrier/Servicing Agent. The Claimant agrees that he will be responsible for the payment of all child support arrearages, if any, and that approval is required of the amount(s). In the event these proceeds and/or indemnity benefits, if any, paid by the Employer/Carrier/Servicing Agent to date are so subject, Claimant agrees to indemnify and hold the Employer/Carrier/Servicing Agent harmless from any liability the Employer/Carrier/Servicing Agent may face for payment of these benefits. Notwithstanding the requirement of judicial review of the child support, this settlement is binding and enforceable as of the date executed by the parties.

11. ALL INJURIES AND ACCIDENTS - The Claimant represents and affirms that all accidents, injuries, aggravations, exacerbations and occupational diseases known to have occurred or been sustained while employed by the Employer have been revealed to the Employer/Carrier /Servicing Agent. This includes but is not limited to accidents occurring on or about: 7/14/2004, 10/28/2005, 12/21/2005, 12/14/2008, 3/24/2010, 2011, 1/1/2014, 5/30/2021, 4/12/2022, 12/29/2023. The Claimant understands that this Agreement resolves all claims and issues related to any and all accidents, injuries, repetitive trauma conditions, exposure conditions, and occupational diseases sustained while employed by this Employer, regardless of when or where they occurred. In consideration of the Employer/Carrier /Servicing Agent's agreement to enter into this settlement agreement, all pending and potential claims are voluntarily withdrawn and dismissed with prejudice. The Employer/Carrier /Servicing Agent reserves all rights, claims, defenses, remedies and obligations in the event of any misrepresentation or fraud by the Claimant.

12. ELECTION OF REMEDIES AND RELEASE OF EMPLOYER LIABILITY

(COVERAGE B) - The Claimant agrees that any and all accidents and injuries sustained while employed by this Employer were not the result of willful and/or wanton misconduct, unprovoked physical aggression or the gross negligence of any officer, director, employee, supervisor or other agent or representative of the Employer. The Claimant agrees that no accidents or injuries sustained while employed by this Employer are excepted from workers' compensation immunity as otherwise defined by F.S. §440.11.

By entering into this settlement agreement, the parties stipulate that the Claimant has elected workers' compensation, and not tort liability as his exclusive remedy. The parties stipulate that the Claimant has made a conscious intent to elect workers' compensation benefits for his remedy and to waive all other rights. The parties stipulate that the Claimant has pursued workers' compensation benefits to a conclusion on the merits and thereby has fully and irrevocably elected his remedy. The parties further stipulate that as additional consideration for the payment of the settlement agreement by the Employer/Carrier /Servicing Agent, the Claimant releases, waives and settles any Employer liability (COVERAGE B/Part II) cause of action.

13. BENEFITS SETTLED - The Claimant understands that this agreement fully and finally relieves the Employer/Carrier /Servicing Agent from all claims in any way relating to injuries and conditions resulting from or claimed to be the result of a work-related accident. This includes, but is not limited to, all benefits available under the workers' compensation act such as monetary compensation under Florida Statutes 440.15 and 440.16, rehabilitation benefits under Florida Statute 440.49, impairment benefits, attorney's fees, penalties, interest and past medical care. Monetary compensation includes, but is not limited to, compensation for permanent total disability, temporary total disability, temporary partial disability, wage loss benefits, permanent impairment income benefits, rehabilitation temporary total, supplemental benefits, death benefits and personal injury claims resulting from work related accidents. The Employer/Carrier /Servicing Agent will also be relieved of all obligations to provide past, present or future medical care and attendance, whether palliative or remedial. This includes, but is not limited to, prescriptions, medical equipment, orthotics or the replacement/repair of same, attendant care and transportation.

The Claimant agrees that no indemnity benefits of any nature will be sought or paid as of the date of notification of City Manager and City Commission approval of this Settlement. This includes, but is not limited to, impairment benefits. All prior claims for indemnity benefits are withdrawn effective immediately.

The claimant agrees that no medical benefits of any nature will be sought or paid as of the date of notification of City Manager and City Commission approval of this Settlement. This includes but is not limited to mileage and out of pocket reimbursement requests not previously submitted to E/C/SA for payment. The Claimant also understands that he is solely responsible for payment of unauthorized past, present and future medical care and/or treatment rendered by unauthorized providers.

14. EMPLOYER GIVEN FORMAL NOTICE OF PROPOSED LUMP-SUM SETTLEMENT -

The parties represent that the employer has been given written notice that this claim has been settled.

15. LEGAL ADVICE - In entering into this Agreement, the Claimant represents that he has relied solely upon the legal advice of his own attorneys and/or other advisers, who are the attorneys and/or advisers of his choice; that the terms of this Agreement have been completely read and explained to him by such attorneys and/or advisers and that such terms are fully understood and voluntarily accepted by Claimant.

The Claimant acknowledges that the Employer/Carrier/Servicing Agent has been represented by Suzanne Leider Mays, Esq. of the law firm of Suzanne Leider Mays, P.A., and that Claimant has received no legal advice or input from defense counsel with respect to the settlement of Claimant's workers' compensation claim(s) and all settlement documents incident thereto.

16. NEGOTIATION OF AGREEMENT - This Settlement Agreement shall not be construed more strictly against either the Employer/Carrier /Servicing Agent or the Claimant merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the Employer/Carrier//Servicing Agent and the Claimant have contributed substantially and materially to the negotiation and preparation of this Settlement Agreement and all other instruments incident hereto.

17. SEVERABILITY - This agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that if any portion(s) of this agreement shall be found to be void or ineffective, the same shall not serve to nullify the entire agreement and that such portion(s) shall be severable from the agreement.

18. REPAYMENT OF SETTLEMENT PROCEEDS - The parties expressly agree and stipulate that Florida Statute §440.20(11) is applicable to this claim regardless of the date of accident. The Claimant specifically waives any and all challenges to this Agreement on constitutional grounds, or otherwise which he presently has or may have in the future under the law.

The Claimant and the Employer/Carrier/Servicing Agent agree that in the event this Agreement, or any portion hereof is determined to be unconstitutional or invalid by any judge or court, or is otherwise not

given full force and effect, or is voided for any reason, in part or in whole, the Employer/Carrier/Servicing Agent shall be entitled to full reimbursement of any amounts paid to the Claimant provided for herein. Reimbursement shall be made within thirty (30) days of the request by the Employer/Carrier/Servicing Agent.

If any portion of the settlement proceeds is not returned to the Employer/Carrier/Servicing Agent within thirty (30) days of the request for same, the Employer/Carrier/Servicing Agent shall be entitled to an immediate 100% offset against any benefits payable under Chapter 440 and Florida Workers' Compensation Laws until the entire amount reflected in this Agreement is fully recovered. Under no circumstances shall the settlement amount provided herein be considered a gratuitous payment by the Employer/Carrier/Servicing Agent. The Employer/Carrier/Servicing Agent reserves all rights, claims, defenses, remedies and obligations in the event of any misrepresentation or fraud by the Claimant.

19. TIME IS OF THE ESSENCE - Claimant's counsel agrees to return the fully executed settlement documents to defense counsel without unreasonable delay, not to exceed fourteen (14) days.

20. CONFIDENTIALITY - The Claimant and Employer/Carrier/Servicing Agent acknowledge and affirm that they will not, other than with family members, discuss, disclose, or in any way reveal the terms and conditions surrounding the negotiation and resolution of this workers' compensation claim, unless disclosure is required by law or for business/tax purposes. This agreement of confidentiality is a material inducement for the agreements and conditions made by the Employer/Carrier/Servicing Agent identified herein including payments by the Employer/Carrier/Servicing Agent to the Claimant and/or Claimant's attorneys, if any.

21. UNDERSTANDING OF AGREEMENT - The Claimant specifically agrees as follows:

I understand that this Settlement Agreement sets forth the entire agreement between the parties as to resolution of my worker's compensation claim and shall supersede all prior agreements or understandings, whether written or oral, between the parties, except as otherwise specified in this agreement.

I acknowledge that I have not relied on any representations, promises or agreements of any kind made to me in connection with my decision to sign this Agreement, except for those set forth in this agreement.

I understand that receipt by me of the lump sum settlement completely discharges and terminates any liability or responsibility that the E/C/SA may have toward me as a result of accidents, claims, injuries or illnesses arising out of my employment with the Employer.

I am over 18 years of age, legally competent and duly authorized to enter into this settlement agreement.

I have had the opportunity to investigate this matter, to consult with counsel of my own choosing, and to determine the advisability of entering into this Agreement.

I acknowledge that I have reviewed this Settlement Agreement with my attorney and/or that it has been read to me and/or translated to me in my native language. I understand and approve of its contents.

Claimant's initials. CD.

I understand that I am under no compulsion to settle my claim. I am settling this case voluntarily and of my own free will.

I believe this settlement to be in my best interest.

I understand that under the Florida Workers' Compensation Law I have the right to pursue a claim, have a hearing on the merits of my claim and have a Judge determine what further benefits, if any, I am entitled to and that this settlement is not the only avenue to resolve my claim. I understand that by agreeing to settle, I am waiving and giving up any rights that I would have to further pursue any claims

I presently reside at: 218 Seabreeze Circle, Jupiter, FL 33477

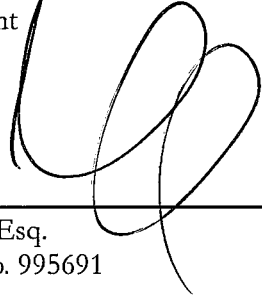
My telephone number is: 561-523-3974.

This Workers' Compensation Settlement Agreement was signed by the Claimant on 4/23/20;

by the attorney for the Claimant on 4/23/20; and by the attorney for the E/C/SA on 4/24/2026

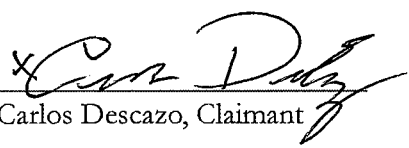
SUZANNE LEIDER MAYS, P.A.
Counsel for Employer/Carrier/SA

FRANK CERINO, P.A.
Counsel for Claimant



By: _____
Suzanne Leider Mays, Esq.
Florida Bar No. 745529

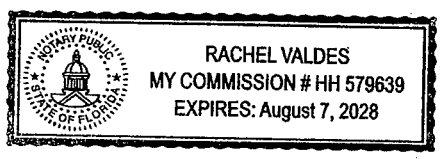
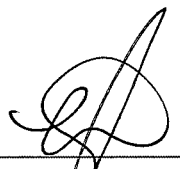
By: _____
Frank Cerino, Esq.
Florida Bar No. 995691

By: 
Carlos Descazo, Claimant

Sworn to and subscribed before me this 23 day of April, 20 20.

KNOWLEDGE:
(1) IDENTIFICATION: _____

(2) PERSONAL KNOWLEDGE:  _____



NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:
(SEAL)