

**SETTLEMENT AGREEMENT FOR RELEASE AND WAIVER OF WORKERS'  
COMPENSATION CLAIMS UNDER §440.20(11)(c) (d) and (e), FLORIDA STATUTES**

1. The undersigned, JOHN POAG, JR., having Social Security Number [REDACTED] [REDACTED] and date of birth of [REDACTED] (hereinafter Claimant), for the sum of TWO-HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00), paid by CITY OF POMPANO BEACH and CORVEL CORPORATION (hereinafter collectively referred to as "Employer") and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged and confessed, does hereby release and forever discharge Employer and anyone acting on 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, carriers, and assigns (hereinafter collectively referred to as "RELEASED PARTIES"), from any and all claims for workers' compensation benefits arising from an accident/injury on or about 7/19/2012 and any other workers' compensation accidents/injuries which occurred while the Claimant was employed with Employer, even if the effects of such accidents/injuries are not readily apparent. This release extends to all benefits of any kind available under the workers' compensation law, including but not limited to, medical, indemnity, rehabilitation or retraining, other benefits, penalties, interest, attorney's fees, costs, whether known or unknown and whether asserted or not, which shall be allocated as follows:

(a)	Past, present and future compensation benefits	\$ 180,000.00
(b)	Past medical expenses	\$ 0.00
(c)	Future Medicare covered medical expenses	\$ 40,260.00 <sup>1</sup>

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<sup>1</sup> This represents the total WCMSA approved by CMS per letter dated December 16, 2020.



(d)	Future Non-Medicare covered medical expenses	\$	3,565.00
(e)	Rehabilitation expenses	\$	0.00
(f)	Attorney's fees	\$	25,750.00
(g)	Costs	\$	425.00

*See Addendum "A" incorporated herein.* TOTAL \$ 250,000.00

2. Claimant hereby promises not to file, or authorize any other individual, agency, or private or governmental entity to file on Claimant's behalf, any workers' compensation claim, state or federal lawsuit or any petition, charge or complaint in any forum, whether state, federal, municipal, or administrative against the Released Parties for the purpose of obtaining workers' compensation benefits under Chapter 440, Florida Statutes, and hereby waives and releases any and all claims, rights, and causes of action, in law or equity of any kind, whatsoever, which Claimant and/or Claimant's heirs, executors, administrators, assigns, or other legal representatives have or may have against the Released Parties for workers' compensation benefits under Chapter 440, Florida Statutes.

3. Claimant understands and agrees that the consideration provided by the Released Parties is in full accord and satisfaction of doubtful and disputed claims, that the consideration for this release is for the purpose of enabling the Released Parties to avoid the expense and inconvenience of litigation and does not constitute an admission of liability for the benefits included in this release.

4. In consideration of the settlement paid under this release, Claimant shall dismiss with prejudice any existing claim or petition for benefits for any items released under this document.

5. ~~The claimant further attests that he has reviewed, understands and acknowledges that any person who knowingly and with intent to injure, defraud or deceive~~

~~any Employer or Employee, Insurance Company or Self-Insured Program files a statement of claims with false or misleading information is guilty of a felony in the third degree.~~

6. **ATTORNEY'S FEES PAID BY CLAIMANT:** From the aforementioned settlement, Claimant will pay his or her attorney's fees and costs in an amount to be approved by the Judge of Compensation Claims. MATTHEW SOSONKIN, ESQUIRE, as attorney of record for Claimant, does hereby acknowledge that the sums provided by this release include all reasonable attorney's fees and costs for the attorney's representation of Claimant in connection with this matter, that the payment of the amount constitutes full satisfaction of any and all interest which the attorney may have or may have had in this matter, and that the above-named attorney hereby releases and forever discharges the Released Parties from any further liability for attorney's fees or costs arising out of this matter.

7. **ASSUMPTION OF OBLIGATION OF ATTORNEY'S FEES AND COSTS:** The Claimant hereby certifies and acknowledges that he or she has not been previously represented by counsel and that no attorney fee liens have been filed against him or her in connection with this matter. However, in the event an attorney fee lien has been or will be filed in this matter, the Claimant acknowledges sole responsibility for any and all attorney's fees and costs that may be found due and agrees that the Released Parties shall not be responsible for any attorney's fees or costs.

8. **TAXES:** It is further understood that all federal, state, and local taxes, if any, on the settlement proceeds are the sole responsibility of Claimant.

9. **FUTURE MEDICAL:** Claimant acknowledges that the Released Parties

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make no representations about Claimant's medical condition, prognosis, need for future medical treatment or costs thereof and that the Released Parties make no representations about the possibility of Claimant receiving additional workers' compensation benefits had Claimant not released his or her workers' compensation claim. Claimant acknowledges that Claimant is solely responsible for acquiring information regarding his or her 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 Release. Claimant acknowledges that, after consideration of the facts from his or her independent investigation and after having advice of counsel, Claimant knowingly and freely enters into this settlement.

10. TIME FOR PAYMENT OF SETTLEMENT FUNDS: The Claimant understands that the Released Parties shall have thirty (30) days from the date the Judge of Compensation Claims serves the Order approving the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage for Settlements Under Section 440.20(11)(c), (d) & (e), Florida Statutes, within which to pay the sums due under this release.

11. RESOLUTION OF CHILD SUPPORT ISSUE PURSUANT TO SECTION 440.20(11)(d): The Claimant certifies and acknowledges that he or she has divulged to Claimant's attorney and the Released Parties all information concerning any child support and/or alimony obligations Claimant has, including information about any arrearages Claimant may owe. The Claimant expressly acknowledges the Released Parties reliance upon the claimant's certification and acknowledgment regarding same and, in the event the Released Parties become liable for any undisclosed alimony or child support



obligations, Claimant agrees that the Released Parties shall recover the amounts so expended from the Claimant, ~~along with reasonable attorneys' fees and costs, including, but not limited to, paralegal fees and appellate fees and costs incurred in recovering such amounts from Claimant.~~

12. The parties have contacted the Child Support Depository/Clerk of the Circuit Court and determined that a child support arrearage does not exist.

13. GENERAL PROVISIONS: This release and all provisions in it shall be specifically enforceable and should any action be instituted to enforce, to seek a declaration regarding, or to assert, by way of defense, any term of this agreement, the prevailing party in the action shall recover from the losing party reasonable attorneys' fees and costs, including, but not limited to, paralegal fees and appellate fees and costs incurred in such action.

14. The terms of this Release contain absolutely every aspect of the agreement reached between the parties with respect to any disputes or claims released herein. This Release speaks for itself and absolutely cannot be modified in any way by any evidence or reference to any other negotiations or purported agreement between the parties. To that end, Claimant and the Released Parties clearly intend that no evidence, except the provisions of this writing, and the Affidavit of Employee prepared in conjunction with this Release, may be introduced in any judicial proceeding involving this release. Furthermore, the claimant acknowledges and certifies, and the Released Parties expressly rely upon such, that he or she has neither been threatened nor coerced into entering this release agreement. The Claimant acknowledges and certifies that no promises or inducements have been expressly or impliedly made to the Claimant, other

*to or from Attachment "A", any attachments, or any modifications made herein,*



than those contained herein, and, that even if such were made, they have no effect upon the Parties to this release agreement.

15. Claimant has fully and carefully read every provision of this release, understands it, and has signed it voluntarily. Claimant acknowledges having been given an opportunity and encouraged by the Released Parties to have whomever Claimant sees fit to review this release prior to signing it.

16. This release may be signed in counterparts and each counterpart shall have the same force and effect as though the signatures were contained in a single document. Facsimile and electronic signatures shall also have the same force and effect as counterpart signatures. In addition, an executed copy of this release agreement shall have the full force and effect of the original.

17. ~~To the extent that any provision in this release may be deemed unenforceable or otherwise in violation of the law, Claimant agrees that the Court has the authority to modify or amend the offending portion or portions of this release so as to be enforced to the maximum extent allowable under the law.~~ Claimant expressly agrees that if this release or any provision contained herein is found to be unenforceable or otherwise in violation of the law, any monies paid to the claimant pursuant to this release shall be credited against any benefits which may be found due or owing to the claimant by the Released Parties.

18. This release and the rights and obligations of the Claimant and Released Parties hereunder shall be construed and interpreted in accordance with the laws of the State of Florida, without regard to conflict of law principles. Any legal action or proceeding arising out of or related to this Agreement shall be brought only in state court in Broward

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County in the State of Florida and, by execution of this release, Claimant hereby accepts the jurisdiction of the aforesaid court and waives, in connection with such action or proceeding, any objection to venue or based on the ground of *forum non conveniens*.

19. This release shall be binding upon the Claimant's heirs, executors, administrators, assigns, successors, agents, attorneys, employees, and representatives.

#### **TERMINATION OF BENEFITS**

Claimant's medical and indemnity benefits will terminate effective the date the Judge of Compensation Claims approves the motion for approval of attorney's fees and child support allocation. Employer will remain responsible for payment of authorized medical bills and indemnity benefits, pursuant to the limitations of Chapter 440, Florida Statutes, until the aforementioned event occurs.

Upon return of the executed release and affidavit to counsel for the Employer and their written acknowledgment regarding acceptance of same by counsel for the Employer, the motion for approval of attorney's fees and child support allocation shall be submitted by counsel for the Employer to the Judge of Compensation Claims for approval.

#### **MEDICARE SET-ASIDE ACCOUNT**

The parties stipulate and agree to the establishment of a Workers' Compensation Medicare Set-Aside Account ("WCMSA") as an integral part of this agreement. The WCMSA will be funded with a lump sum cash payment of **\$40,260.00** as outlined in Exhibit "A" attached hereto and made a part hereof and the Terms and Conditions for Beneficiary Administered Medicare Set-Aside Account attached hereto and made a part hereof as Exhibit "B."

#### **PRESENT WORTH AND POSSIBLE OFFSET FOR SOCIAL SECURITY DISABILITY BENEFITS CONSIDERED**



In reaching this agreement, the parties have considered the present value of all future payment of indemnity benefits, impairment benefits, medical benefits, and death benefits potentially payable to the Claimant under the Florida Workers' Compensation Law on account of the injuries referenced herein. The Claimant was born on [REDACTED] and his life expectancy is ~~17.9~~ years or ~~930.6~~ weeks. When the lump sum amount of \$180,000.00 allocated to compensation benefits herein is prorated on a weekly basis over the Claimant's life expectancy, the lump sum is equal to payment of future benefits at a rate of \$~~143.38~~ per week. This periodic repayment schedule results in a substantial loss to the Claimant on a consistent basis. Taking that into consideration, the parties hereby agree that those weekly payments are the same if the lump sum would have been paid to the Claimant at a rate of \$803.00 per week over his expected lifetime.

#### CONFIDENTIALITY AGREEMENT

In the absence of a duly issued subpoena, Claimant should not communicate, directly or indirectly, with any current, former or future employee of the Released Parties regarding Claimant's claim or the terms and conditions of this release. If at any time after the execution of this release it is established that Claimant violated the terms of this release, any one or all of the Released Parties shall have the right to seek appropriate relief, including, but not limited to, a permanent injunction restraining Claimant from further violations, recovery of the amount of consideration paid with this release, ~~and~~ ~~reasonable attorney fees.~~

#### RELEASE OF OTHER CLAIMS RELATED TO WORKERS' COMPENSATION INJURY

Claimant acknowledges that this settlement and release constitutes an election of



## **ADDENDUM "A" TO WASHOUT PAPERS/GENERAL RELEASE**

The following are material changes/additions to the workers' compensation settlement/general release in this matter. Please note the changes that were made to the settlement documents as well as the changes below. If you do not agree to the changes, please contact me immediately and forward the settlement papers back to our office.

- 1. The Employer/Carrier/Servicing Agent agrees to mail all settlement funds directly to Claimant's counsel at 2501 Hollywood Boulevard, Suite #110, Hollywood, FL 33020, for disbursement.**
  
2. Notwithstanding anything in the settlement papers (washout and general release), unless this is a completely controverted claim all authorized medical benefits (including mileage and emergency care causally related to the accident) shall be paid per fee schedule up until the Judge of Compensation approves the appropriate motions, unless the parties agreed otherwise at mediation. In addition, notwithstanding anything in these documents, this does not release or waive the right of the Employee/Claimant to apply for/receive unemployment benefits and these agreements shall not be used as a basis to deny such a claim. However, the Employer has the right to defend/contest entitlement to same.
  
3. If the Employer/Carrier has asserted a third party lien which has not been waived in this settlement, the parties recognize that this lien exists and that the Employer/Carrier has certain protections and immunities under the workers' compensation statute. However, if there is a general release or other release as part of this settlement, the Claimant is in no way making any release which would impair the Claimant's rights against any third party and the Claimant is not agreeing to reimburse/indemnify/or hold harmless the Employer/Carrier or any other person as a result of such third party claim.
  
- 4. PRESENT WORTH AND POSSIBLE OFFSET FOR SOCIAL SECURITY DISABILITY BENEFITS CONSIDERED** - In reaching this Stipulation, the parties have considered the present value of all future payments of monetary compensation, impairment benefits and death benefits potentially payable to the Employee/Claimant on account of the accident or occupational disease referenced herein. The injured employee was born on [REDACTED] and his/her life expectancy is 17.9 years or 930.8 weeks. When the lump sum indemnity payment herein is prorated on a weekly basis over the employee's life expectancy, the lump sum indemnity payment of \$180,000.00 is equal to payment of future benefits at a rate of \$193.38 per week. This periodic repayment schedule results in a substantial loss to the employee on a consistent basis. Taking that into consideration, the parties hereby agree that those weekly payments are the same as if the lump sum would have been paid to the Claimant at a rate of \$193.38 per week over his/her expected lifetime.

In reaching this agreement, the parties have considered that many common medical expenses are not paid or reimbursable under certain group health policies or the Federal Medicare program. These non-medicare medical expenses are the responsibility of the Workers' Compensation carrier and are being taken into consideration in the settlement of future medical. These expenses include travel expenses, routine follow-up visits, supportive devices, medical comfort services, non-professional attendant care, Medicare hospital deductible and Medicare part B co-payments, emergency room treatment and hospitalization not covered by Medicare but necessary in the ongoing treatment of the workers' compensation injury. It is the intent of the parties that future medical expenses in the amount of \$3,565.00 shall be utilized by the Claimant for these **non-covered non-medicare** medical expenses. The lump sum consideration given for the settlement of these uncovered future non-medicare medical benefits is the same as if the lump sum would have been paid to the employee at a rate of \$3.83 per week over his/her expected lifetime.

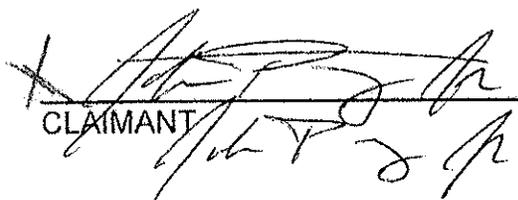
It is not the intention of the parties to shift the future medicare covered medical costs of the Claimant to Medicare. It is the intent of the parties that from the settlement, the amount of \$40,260.00 shall be utilized by the Claimant for these future medicare covered medical expenses. The lump sum consideration given for the settlement of these future medicare medical benefits is the same as if the lump sum would have been paid to the employee at a rate of \$43.25 per week over his/her expected lifetime.

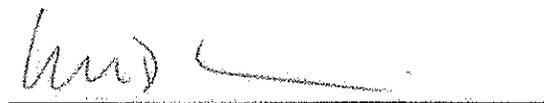
The Claimant acknowledges that he has not relied on any representations or advice of counsel regarding the Claimant's entitlement to disability benefits, health insurance benefits, Social Security, Medicare or Medicaid benefits or the impact or the terms of this stipulation may have on such remaining entitlement to disability benefits, health insurance, Social Security, Medicare or Medicaid benefits, including the amount and duration of payments and offset or reimbursement for prior payments, as this is exclusively within the jurisdiction of persons outside worker's compensation including those private companies and/or the Social Security Administration, the United States Government and the United States Federal Courts and is determined by Federal Law.

remedies and constitutes a complete release of all actions against the Released Parties arising out of any workers' compensation accident in any way related to any accident or incident previously specified in this release including, but not limited to, all express, implied or other warranty claims and any claims directly or indirectly relating to spoliation, loss or destruction of evidence, intentional or otherwise; and any claims against the Released Parties for negligent hiring or retention. *See Attachment "F" incorporated herein.*

CLAIMANT UNDERSTANDS THE CONTENT AND EFFECT OF THIS RELEASE. CLAIMANT HAS CONSULTED WITH AND HAD THE BENEFIT OF THE ADVICE OF HIS OR HER ATTORNEY AS TO SUCH CONTENTS IN EFFECT AND THE TERMS AND PROVISIONS OF THIS RELEASE HAVE BEEN EXPLAINED TO THE CLAIMANT BY HIS OR HER ATTORNEY. THE CLAIMANT AND HIS OR HER ATTORNEY ACKNOWLEDGE THAT THEY HAD A REASONABLE PERIOD OF TIME TO CONSIDER THE SETTLEMENT AGREEMENT. CLAIMANT ACCEPTS EACH AND ALL OF THE TERMS, PROVISIONS, AND CONDITIONS OF THIS RELEASE, AND DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CONTENTS, NATURE, AND EFFECT OF THIS RELEASE AND WAIVER. THE UNDERSIGNED ATTORNEY UNDERSTANDS THAT HE IS TO BE PAID A FEE BY THE CLAIMANT FROM THE AMOUNTS PAID PURSUANT TO THIS RELEASE.

SIGNED THIS 5 DAY OF February, 2021.

  
CLAIMANT

  
ATTORNEY FOR CLAIMANT

BEFORE ME, the undersigned authority on this date personally appeared JOHN

POAG, JR., Claimant, who is personally known to me or who has produced Kansas Drivers License as identification, who did/did not take an oath, and who acknowledged to me that he or she executed the above release for the purpose and consideration therein expressed.

Given under my hand and seal of office this 5th day of February,

2021.

*X Sherri Davis*

NOTARY PUBLIC, in and for the State of Kansas

MY COMMISSION EXPIRES: 11.2.21

Notary ID No.: \_\_\_\_\_

