

EMPLOYEE:
Oneri Fleita
155 Colson Drive
Key West, FL 33040

ATTORNEY FOR THE EMPLOYEE:
Steven P. Pyle, Esquire
541 South Orlando Avenue, Suite 310
Maitland, FL, 32751

OJCC NO.: 13-005803RDM

D/A: 08/14/2000

RELEASE OF ALL CLAIMS AND AFFIDAVIT
PURSUANT TO §440.20(11)(c), (d), and (e), Florida Statutes, 2001

I am Oneri Fleita. My Social Security number is ~~██████████~~ and I am represented by attorney, Steven P. Pyle, Esquire. I was or claim to have been injured on or about August 14, 2000 in the city of Key West, Monroe County, Florida, as the result of an accident arising out of and in the course of my employment with City of Key West, who is insured by Ascension Benefits & Insurance Solutions, and/or has as its servicing agent Ascension Benefits & Insurance Solutions or one of their affiliates. I understand that I am referred to in this Release as Employee.

For the sole consideration of the payment to me of the sum of \$24,900.00, the receipt of which is hereby acknowledged, I, Oneri Fleita, Employee, and my heirs, executors administrators, and assigns, hereinafter collectively referred to as EMPLOYEE being under no legal disability do hereby release, acquit and forever discharge, and for my heirs, executors, administrators, and assigns do hereby remise, release and forever discharge City of Key West, Employer and Ascension Benefits & Insurance Solutions, Carrier and Ascension Benefits & Insurance Solutions, Servicing Agent, (including any parent or subsidiary company or any workers' compensation insurance carrier including excess carriers, of this employer which might be liable to me under the Worker' Compensation Laws of the State of Florida (Chapter 440, Florida Statutes), herein collectively referred to as EMPLOYER/CARRIER, and their successors and assigns, heirs, executors, employees, attorneys, agents and administrators, from any and all actions, causes of action rights, claims, demands, damages, costs, loss of services, expenses, and attorney's fees, on account of, or in any way growing out of, any and all known or unknown, foreseen and unforeseen, bodily and personal injuries, and the consequences thereof, resulting or to result from the on the job injury which, as stated above, occurred on or about August 14, 2000 in Key West, Monroe County, Florida, for which I made a claim for workers' compensation benefits under ~~██████████~~ (SSN), 13-005803RDM (OJCC). I understand that this Release discharges the EMPLOYER/CARRIER from any further liability for past or 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. This agreement constitutes an election of remedies for all injuries incurred by the EMPLOYEE while employed with the EMPLOYER.


EMPLOYEE

I hereby represent that the injuries sustained by me may be permanent and progressive and that recovery therefrom is uncertain and indefinite. In agreeing to settle this claim I am relying upon my own judgment and not upon the representations of the EMPLOYER/CARRIER or their representatives. I have had the opportunity to discuss this matter with my attorney, and have discussed the benefits that I am giving up. I understand that despite any estimate of future medical care I may have been given, or any medical prognosis I may have been given, this settlement ends all rights that I have under the Florida Workers' Compensation Law against the EMPLOYER/CARRIER and I will not be able to come back and seek additional benefits. In making this settlement I have relied upon my own judgment, belief and knowledge, including advice from my attorney regarding the extent and duration of my injuries, and have not been influenced to any extent into signing this release by any representations or statements regarding my injuries, or regarding other matters, made by the EMPLOYER/CARRIER or their representatives or agents. I understand that if I later find that my current belief concerning the nature and extent of my injuries, and need for medical care, to be mistaken, I will be unable to seek additional benefits from the EMPLOYER/CARRIER. That is, I understand that regardless of what may happen to me in the future, this settlement is final and this Release cannot be appealed or later set aside.

I hereby represent and understand that I, Oneri Fleita, EMPLOYEE, and not the EMPLOYER/CARRIER, will be responsible for all medical treatment incurred or obtained by me in the past or future.

I, Oneri Fleita, EMPLOYEE represent that no services, medicines, medical appliance, x-rays or medical treatment of any kind, was received by the EMPLOYEE from any Veterans Hospital, Navy or Military Hospital, or any other medical institution maintained by the United States Government, as a result of the incident described herein. The EMPLOYEE further represents that no medical bills or services have been paid to or on the EMPLOYEE'S behalf by Medicaid or Medicare as the result of the on the job injury referenced herein.

CHECK THE APPROPRIATE ITEMS:

yes I am currently a Medicare recipient.

no I am not a Medicare recipient.

OX yes I am 65 years old or older.

OX no I have been receiving Social Security Disability Income (SSDI) for 24 months or longer.

no I have applied for Social Security Disability Income (SSDI) or Social Security Income (SSI).

no I have not applied for Social Security Disability Income (SSDI) or Social Security Income (SSI).


EMPLOYEE

NO

I have been denied SSDI and/or SSI benefits and plan to appeal.

NO

I am in the process of appealing or re-filing for SSDI and/or SSI.

NO

I have End Stage Renal Disease (ESRD) condition, but do not yet qualify for Medicare.

I understand that the EMPLOYER/CARRIER is relying upon this information to protect Medicare's interest. I further understand that if I misrepresent this information, I will indemnify the EMPLOYER/CARRIER for any loss associated with the failure to obtain Medicare's approval of the settlement and/or failure to obtain a Medicare Set Aside Agreement.

The parties have considered Medicare's interests and based on the review guidelines, this case does not meet the review threshold set by CMS. The EMPLOYEE is a Medicare beneficiary and Medicare has not paid any past medical expenses. If CMS/Medicare determines that a set aside allocation is necessary in the future, the EMPLOYEE agrees to fund the MSA out of the settlement proceeds and agrees to hold the EMPLOYER/CARRIER harmless and indemnify them for any claims resulting from Medicare. The EMPLOYEE is responsible for keeping track of the cost of his accident related treatment. The EMPLOYEE is responsible for making sure he does not shift his now personal responsibility to Medicare.

The EMPLOYEE agrees to hold the EMPLOYER/CARRIER herein harmless from any and all penalties, liens, conditional payments, demands, and actions in law or equity, or other payments that may be required if any of the EMPLOYEE'S representations as to his entitlement (or lack thereof) to Medicare or Social Security benefits is in any way misrepresented. The EMPLOYEE further agrees to indemnify, release and hold harmless the EMPLOYER/CARRIER from any private third party cause of action established by the Medicare Secondary Payer Act (42 U.S.C. Section 1395Y) to collect any conditional payments made by Medicare.

According to information dated _____, which I have received from the Department of Revenue or the Clerk of the Circuit Court, I owe \$ 0 in child support arrearage. I authorize my attorney to withhold \$ 0 from my settlement proceeds and pay that amount to reduce or eliminate any child support arrearage that I may have. Child Support information is attached. While the Judge of Compensation Claims may approve this allocation, the EMPLOYEE understands that this is not binding on the Department of Revenue and EMPLOYEE'S counsel is making no representation that the Department of Revenue will accept this allocation as a complete satisfaction of the outstanding child support. It is agreed by the parties that the EMPLOYEE and/or his attorney will be responsible for issuing the appropriate check for child support payment to the appropriate depository.

The EMPLOYEE has been represented by Steven P. Pyle, Esquire who is entitled to a fee for legal services rendered. EMPLOYEE will pay to his attorney the sum of \$3,240.00 out of the above settlement, which is a reasonable fee for services rendered and is within the guidelines set forth in 440.34(1). EMPLOYEE has been informed of the right to a hearing on the amount of the fee and any costs and waives his right to such a hearing. EMPLOYEE shall also


EMPLOYEE

pay his attorney the sum of \$_____ for any costs that may have been incurred in this matter. I understand that I, and not the EMPLOYER/CARRIER, am responsible for any and all liens filed or held by any of my former or prior attorneys.

The EMPLOYER/CARRIER agrees to pay EMPLOYEE'S attorney an additional fee in the amount of \$0 for past benefits obtained for EMPLOYEE. The undersigned attorney and EMPLOYEE agree that this release resolves all outstanding attorney's fee and cost issues, and releases the EMPLOYER/CARRIER from all attorney's fee liability in this claim.

In signing this release I hereby undertake and agree to defend, indemnify and hold harmless the EMPLOYER/CARRIER and those making payment for and on behalf of said EMPLOYER/CARRIER in connection with this settlement, against any and all suits, liens, losses, costs, expenses and attorney's fees claimed or incurred as a result of the payments described herein and/or arising out of the injury which is the subject of the above referenced Workers' Compensation Claim, or in any other aspect, including all such losses, costs, expenses and attorney's fees incurred in the enforcement of this Release and Affidavit.

I understand this Release shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida.

If any provision, or any part of any provision of this Release, shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Release shall not be affected thereby. The parties hereby agree that, if some operation of law, or for any other reason, this Release is overturned in the future, all monies paid under this Release will not be deemed to be a gratuity but instead will be a credit against any future benefits including but not limited to indemnity and medical benefits that may be due to the claimant.

The EMPLOYEE and the undersigned attorney agree that the payment of the settlement funds pursuant to this Release shall be forwarded (mailed) to the EMPLOYEE'S attorney within 14 days of receipt of the following documents by the Attorney for the EMPLOYER/CARRIER, whichever occurs last: Receipt of this executed Release, receipt of the executed Settlement Agreement and General Release, and receipt of the Order approving the Motion for Approval of Attorney Fees and Child Support Allocation. The EMPLOYEE understands that, at their option, the payors may issue a separate check for the attorney's fee.

This settlement represents settlement of all matters that are or may be at issue between the EMPLOYEE and EMPLOYER/CARRIER including but not limited to the EMPLOYEE'S workers' compensation matter and by settling in this matter, the EMPLOYEE hereby declares that he has the intent to make and has in fact made an informed and deliberate choice to elect workers' compensation as his sole and exclusive remedy against the EMPLOYER, CARRIER, their heirs, assigns, etc., for any and all accidents and injuries that he sustained as a result of the employment with the EMPLOYER herein and that settlement of this matter constitutes a final conclusion of this workers' compensation on the merits of this matter.



EMPLOYEE

This Release includes any and all dates of accident and injuries, whether reported or not, for EMPLOYEE with this EMPLOYER. All pending claims pertaining to the accident hereto are hereby voluntarily dismissed with prejudice upon the occurrence of the following two events:

- (A) Entry of an Order Approving the Motion for Attorney's Fees and Child Support Allocation.
- (B) Mailing of the settlement funds by EMPLOYER/CARRIER, pursuant to this Release.

The undersigned EMPLOYEE hereby agrees to cooperate fully and execute any and all supplemental documents if any are required to fully comply with this Release.

This Release contains the Entire Agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

EMPLOYEE further states that he has carefully read the foregoing Release and knows and understands the contents thereof, and he signs the same as his own free act.

Witness my hand and seal this 19 day of MARCH, 2013.
Sealed and delivered in the presence of:

CAUTION!! READ BEFORE SIGNING

This Release was signed by the EMPLOYEE on the 19 day of MARCH, 2013.

Wanda Lewis
WITNESS

Oneri Fleita
EMPLOYEE

Sherry M. Elom
WITNESS

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, personally appeared Oneri Fleita, who is known to me (or who has produced) identification (state type of identification) as identification and who did take an oath and who after being duly sworn, states that the foregoing instrument is true and correct to the best of his knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me this 19th day of March, 2013.

Brenda L. Wilfong
NOTARY PUBLIC

My Commission expires:

