

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS
MIAMI DISTRICT

EMPLOYEE/CLAIMANT:

EDWARD GATES, JR.

ATTORNEY FOR CLAIMANT:

STEPHANIE ROY, ESQ.

EMPLOYER:

CITY OF KEY WEST

ATTORNEY FOR E/C/SA:

COURTNEY BAHE, ESQ.

CARRIER/SERVICING AGENT:

RELATION INSURANCE SERVICES
OF FLORIDA, INC.

OJCC #1: 10-022365 MGK
OJCC #2: NOT YET ASSIGNED

D/A #1: 6/1/2001

D/A #2: 5/9/2007

MEDIATION REPORT

A mediation conference was conducted by Kristine Hungate, Mediator, on March 12, 2024. The following were in attendance by ZOOM:

Claimant:	EDWARD GATES, JR.
Claimant's Counsel:	STEPHANIE ROY, ESQ.
Employer:	KENDALL HARDEN, ESQ.
Carrier/Servicing Agent:	CHRISTINA RODRIGUEZ
Counsel for the E/C/SA:	COURTNEY BAHE, ESQ.
Other Attendees:	CHRIS GATES
PFB's mediated:	D/A #1: 12/22/2023
	D/A#2: NONE PENDING

At the mediation conference the parties:

XX Settled entire case per attached agreement.

- Settled entire case per attached agreement, except for attorney fees.
 Resolved all issues per attached agreement.
 Resolved all issues per attached agreement, except for attorney fees.
 Partially resolved issues per the attached agreement.
 Impasse; did not resolve any issues. Pretrial stipulation completed: _____
 Mediation was held; no pending issues.



Kristine E. Hungate, Esq.

Date: March 12, 2024

RE: **EDWARD GATES, JR. vs. CITY OF KEY WEST
and RELATION INSURANCE SERVICES OF FLORIDA, INC.**

OJCC#: 10-022365 MGK

MEDIATION SETTLEMENT AGREEMENT

The undersigned agree as follows:

Settlement is contingent only upon: 1) City Commission approval, 2) Excess Carrier approval, 3) the Centers for Medicare and Medicaid (CMS) approval of the self-administered Medicare set aside account, (MSA), and 4) Claimant must be living at the time the JCC enter the Order approving Attorney Fees and Child Support.

The E/C/SA shall pay and Claimant shall accept **\$122,366.00** in full and final settlement of his workers' compensation claims, including all medical and indemnity benefits under Ch. 440 F.S. This resolves the **6/1/2001 and 5/9/2007 dates of accident** and all dates of accident or injuries, whether reported or not, known or unknown, with the E/C/SA, except for the 3/8/2009 date of accident. From this amount Claimant shall pay his own attorney fees of **\$12,986.60 and all costs**, making the net settlement to Claimant **\$109,379.40 less costs**.

Claimant is a Medicare beneficiary and the parties have taken Medicare's interests into account in reaching this agreement. From the net settlement amount, Claimant shall use up to **\$57,366.00** to fully fund a CMS approved self-administered Medicare set-aside account by lump sum. Should CMS require less money to fund the MSA, the difference inures to Claimant. Should CMS require more money to fund the MSA, both parties reserve the right to fund any deficiency by lump sum or annuity. The parties shall cooperate and use due diligence to maintain viability of settlement and should neither party elect to fund any deficiency this agreement is voidable.

After payment of attorney fees and funding the MSA, Claimant's net cash balance is **\$52,013.40 less costs**.

The E/C/SA shall also pay Claimant attorney a separate fee of **\$20,000.00** for her securing authorization of the CPAP machine/past medical benefits and all benefits flowing therefrom. This resolves all fees and costs due at the expense of the E/C/SA.

This settlement releases THE CITY OF KEY WEST and RELATION INSURANCE SERVICES OF FLORIDA, INC. and their heirs/assigns from any and all workers' compensation claims with the Employer, except for the 3/8/2009 date of accident, and any and all other claims of any type including but not limited to §112.19 catastrophic health claims and wrongful termination claims.

The E/C/SA shall provide authorized conservative palliative medical care, limited to office visits and refills of the current prescriptions in the usual quantities, until satisfaction of contingencies 1-3 above, whichever occurs last. All benefits stop at that time without further action by the parties.

From the net settlement, Claimant shall pay child support arrearages in accordance with any JCC Order.

Claimant no longer works with the Employer and waives all rights to future employment with the Employer. He agrees to execute a General Civil Release and Waiver of Employment claims incorporating the above. The Employer does not intend for this settlement to affect Claimant's disability pension, but Claimant understands the pension board is in a separate legal entity. Claimant is responsible for determining any potential pension offset. Claimant releases the Employer from any adverse decisions made by the pension board.

The parties remain bound by the terms of this mediation agreement and will execute any supplemental documents necessary to give it effect. Counsel for the E/C/SA shall prepare and forward the formal settlement documents to Claimant Attorney within 7 days of satisfaction of contingencies 1-3 above, whichever occurs last. Claimant shall sign and return said documents within 7 days of receipt. Upon return, Counsel for the E/C/SA shall file the Motion for Approval of Attorney's Fees and Child Support with the Judge within 7 days.

The terms of this agreement were reviewed with Claimant. He confirmed understanding, provided clear and unequivocal acceptance of all terms, and extended authorization for counsel to sign this agreement on his behalf.

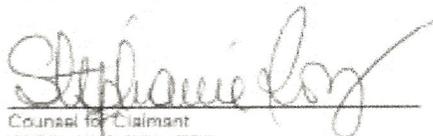
Pursuant to Rule 60Q-6.110 any party appearing by telephone has stipulated to be bound by his/her attorney of record's signature on the mediation report. The foregoing mediation settlement agreement is stipulated to and agreed upon by the undersigned on behalf of themselves or their principals as finalized on March 12, 2024.



Claimant
EDWARD GATES, JR.



E/C/SA Representative
CHRISTINA RODRIGUEZ



Counsel for Claimant
STEPHANIE ROY, ESQ.



Counsel for E/C/SA
COURTNEY BAHE, ESQ.