

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Release") is made and entered into by and between Oneri Fleita (hereinafter "claimant" or "employee") and City of Key West and Ascension Benefits & Insurance Solutions (hereinafter "employer" and "carrier/servicing agent").

WHEREAS, the claimant was employed by the employer; and

WHEREAS, the claimant and employer desire to fully and finally resolve all disputes between themselves; and

WHEREAS, the claimant has had an opportunity to fully review this Release, has had the opportunity and has been encouraged to discuss all aspects and the legal significance of this Release with an attorney, and fully and completely understands the legal significance of this Release; and

WHEREAS, claimant acknowledges that he has received at least twenty-one (21) days to decide whether or not to sign this Release and that he was advised and encouraged to review this document with an attorney of his choice; and

WHEREAS, claimant and employer acknowledge that they understand that the claimant has had seven (7) days to revoke this agreement; and

WHEREAS, in consideration for the claimant's signature on this Settlement agreement and General Release, the claimant has received a settlement for his workers' compensation claim in the amount of \$24,900.00. The parties specifically agree that the workers' compensation settlement includes a portion of consideration for this Settlement Agreement and General Release and that the employer/carrier/servicing agent would not have settled the workers' compensation claim without the claimant's agreement to sign the Settlement Agreement and General Release; and

WHEREAS, this Release is made in the State of Florida, and shall in all respects be interpreted, enforced and governed, under the laws of the said state. The language of all parts of

this Release shall in all cases be construed as a whole according to its fair meaning, and not strictly of or against any of the parties. Further, any subsequent set-aside, modification or other alteration of the Workers' Compensation Order shall have no effect on this agreement and likewise any subsequent set-aside, modification or other alteration of this agreement and/or failure of any of the terms and provisions herein shall have no effect on the workers' compensation agreement; and

WHEREAS, if any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Release; and

WHEREAS, the claimant represents he has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest herein; and

WHEREAS, this Release shall be binding upon the claimant and upon the claimant's spouse, heirs, administrators, representative (excluding claimant's attorney in this matter), executors, successors, dependents and assigns, and shall inure to the benefit of the employer; and

WHEREAS, this Release is valid for and shall inure to the benefit of the employer, its parent or subsidiaries, past, present and future officers, directors, employees, agents, attorneys, and insurers, hereinafter referred to as "employer"; and

WHEREAS, the claimant represents that no inducements, statements or representations have been made that are not set out in this Release and that he does not rely on any inducements, statements or representations not set forth herein. Claimant has been afforded an opportunity to discuss the legal significance and ramifications of it with the attorney of his choice and he enters into this Release freely and voluntarily; and

WHEREAS, any and all prior understandings and agreements between the claimant and employer with respect to the subject matter of this Release are merged into this Release, which fully

and completely expresses the entire Release and understanding of the claimant and employer with respect to the subject matter hereof. This Release may not be orally amended, modified or changed and may be amended, modified or changed only by written instrument or instruments executed by duly authorized officers or other representatives of employer and claimant; and

WHEREAS, the consideration payable in this Release shall become due 14 days from the date of the employer/carrier/servicing agent's receipt of this executed Settlement Agreement and General Release, receipt of the executed Release of All Claims and Affidavit and receipt of the signed Order approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlements, whichever occurs last.

#### I. EMPLOYMENT RELATED CLAIMS

The claimant knowingly and voluntarily gives up and waives all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of actions, obligations, debts, costs, expenses, attorney's fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether known or unknown, which the employee now owns or holds or has at any time heretofore owned or held against the employer based upon any act or event related to his employment with the employer from the beginning of time to the date of signing this agreement.

The claimant knowingly and voluntarily agrees that his workers' compensation settlement for the August 14, 2000 date of accident resolves any and all workers' compensation claims with the employer herein. Furthermore, the claimant agrees that he has suffered no other accidents or injuries with the employer herein that have not been revealed, settled, or for which he has received continuous medical treatment. It is understood and agreed that this settlement is in full compromise of a disputed claim, and that neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

The claimant expressly waives and relinquishes all rights and benefits afforded to him by Title VII of the Civil Rights Act of 1964 (Title VII), as amended, the Age Discrimination and Employment Act of 1967 ("ADEA") to which the 21-day and 7-day time frames above apply, as amended, the Employee Retirement Income Security Act of 1974 ("ERISA"), Florida Statutes Section 448.101-449.105, or any other local, state or federal acts dealing with employment discrimination.

The claimant will withdraw any suits/claims for wrongful termination, including but not limited to any actions for wrongful termination under F.S. 440.205(1994). In addition, it is specifically agreed that this agreement releases the employer/carrier/servicing agent from any and all claims for wrongful termination, including but not limited to wrongful termination under F.S. 440.205(1994). The claimant also agrees to withdraw any and all actions/claims/notices filed with the EEOC, and this agreement releases the employer/carrier/servicing agent from any and all actions/claims/notices filed with the EEOC.

## II. CONFIDENTIALITY AGREEMENT

The claimant hereby stipulates and agrees that he will not discuss the details of this Release and the workers' compensation settlement with any person(s) including but not limited to other employees of City of Key West and that he will keep the contents of the same confidential except that he may discuss this settlement with the Judge of Compensation Claims and representatives of the Division of Workers' Compensation, legal representatives, the carrier/servicing agent or individuals responsible for workers' compensation matters with the employer. Except as required by Chapter 119, Florida Statutes, it is understood that no release of information may be made to the news media. The claimant may disclose information as required by law or for IRS purposes. Except as required by Chapter 119, Florida Statutes, if inquiry is made by any person about this release or settlement agreement, the parties shall state only that they resolved their differences and all litigation ended.

### III. FUTURE EMPLOYMENT RIGHTS AND ADA CLAIMS

The claimant voluntarily retired from his employment with the employer herein. The claimant agrees that the employer, even through reasonable accommodation, cannot provide employment within the claimant's physical restrictions. The claimant agrees that as of the time of this agreement he does not claim to have a disability as defined in Title I of the Americans With Disabilities Act of 1990, and any amendments thereto. The claimant further agrees that he is not qualified to perform any work with the employer, with or without reasonable accommodation. The claimant also agrees to waive his right to seek future employment with the employer, its parent and subsidiaries. The claimant releases the employer from any and all demands, actions, suits, causes of action, or liabilities of whatever kind under Chapter 760, Florida Statutes (1993), the Americans With Disabilities Act of 1990 (ADA), Public Law 101-336, 7/26/90, 104 Stat. 327; Title 42 USC, Sections 102101 to 12213, and any amendments thereto or any other applicable State or Federal law.

### IV. RELEASE OF ALL CLAIMS

The claimant, acting under no legal disability, does hereby release, acquit and forever discharge the employer from any and all actions, causes of action, rights, claims, demands, damages, losses, expenses, and compensation, on account, or in any way growing out of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, property damage, and consequences thereof, resulting or to result from any injury or accident sustained with the employer herein, including but not limited to the accident of August 14, 2000. Furthermore, the claimant agrees to hold the employer free and harmless from any claim, loss, damage or expenses alleged to have arisen out of any accident or injury with the employer herein. Following receipt of settlement funds and the execution of this release and settlement agreement, counsel for the Plaintiff has, or will, in the immediate future, deliver to counsel for the Defendant an executed dismissal dropping the Defendant as a party to the pending action. The plaintiff has authorized Plaintiff's counsel to execute the dismissal on their behalf and hereby authorizes counsel for the

Defendant to file this dismissal with the court and enter it as a matter of record. The court shall retain jurisdiction as to any remaining parties and for enforcing the terms of this settlement.

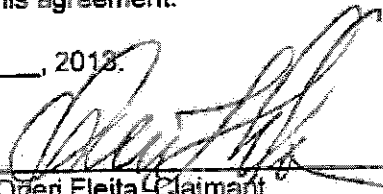
**V. EMPLOYMENT BENEFITS**

This settlement will not affect the claimant's long-term disability, retirement/pension benefits, or company provided health insurance benefits; however, the settlement in no way provides the claimant with any additional rights regarding long-term disability, retirement/pension benefits, or health insurance, other than those normally provided an employee of City of Key West. The claimant understands the Pension Board is a separate entity and not a party to this contract. City of Key West has no control over Pension Board decisions and contract interpretation.

**VI. SUBROGATION INTERESTS**

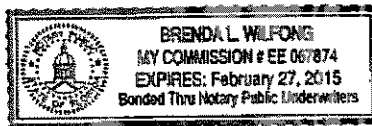
The undersigned agrees to satisfy or otherwise resolve any lien or subrogated interest for workers' compensation and health care benefits paid or payable to the undersigned as a consequence of the occurrence settled pursuant to this agreement.

Dated this 19 day of MARCH, 2013.

  
\_\_\_\_\_  
Oneri Fleita, Claimant

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2013 by Oneri Fleita, who is personally known to me and/or has produced a Florida Driver's License as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



STATE OF FLORIDA

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally appeared Oneri Fleita, who, after being duly sworn, deposes and says:

1. My name is Oneri Fleita and I am the Claimant in the workers' compensation OJCC number 13-005803RDM pending before the Department of Labor and Employment Security in which City of Key West is the employer and Ascension Benefits & Insurance Solutions is the carrier/servicing agent concerning an industrial accident that occurred on or about August 14, 2000.

2. I have read the Settlement Agreement and General Release and fully understand same and am in agreement therewith.

3. I understand that I am under no compulsion to sign the Settlement Agreement and General Release and I am signing of my own free will.

4. I now reside at:

5. I acknowledge that I have read the Settlement Agreement and General Release, that I understand it, and that I accept the terms of the Settlement Agreement and General Release.

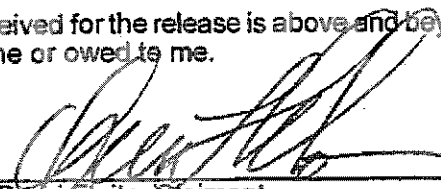
6. I was advised by the employer/carrier/servicing agent and their counsel to seek the services of an attorney before signing the Settlement Agreement and General Release.

7. I received at least twenty-one (21) days to decide whether or not to sign the Settlement Agreement and Release.

8. I understand that I have seven (7) days to revoke the Settlement Agreement and Release.

9. I understand the consideration I received for the release is above and beyond any monies or other consideration previously earned by me or owed to me.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Oneri Fleita, Claimant

The foregoing instrument was acknowledged before me this 19 day of MARCH, 2013 by Oneri Fleita, who is personally known to me and/or has produced a Florida Driver's License as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

