

## RELEASE OF ANY AND ALL WORKERS' COMPENSATION CLAIMS

This Release of Any and All Workers' Compensation Claims ("Agreement or Release") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among Roy Chavez ("Employee/Claimant"), the City of Key West and Ascension Benefits & Insurance Solutions of Florida, ("Employer/Carrier/Servicing Agent"). The parties agree as follows:

### 1. Consideration

In consideration for this Release and promises herein, I, Roy Chavez, ("Employee/Claimant") agree to accept the sum of \$171,077.77 plus the funding of an MSA, via an annuity, which is recommending that \$138,426.00 be set aside for future Medicare covered expenses to be received from or on behalf of City of Key West and Ascension Benefits & Insurance Solutions of Florida, ("Employer/Carrier/Servicing Agent") in full settlement of any and all workers' compensation claims and or matters resulting from any and all accidents suffered while employed with the Employer including, but not limited to the following accidents: the March 20, 2001 while pulling receptacle injured low back; September 10, 2001 accident in which Claimant alleged injury to low back while shoveling trench; February 14, 2002 in which he aggravated his low back with the Employer. The settlement amount noted above will be paid as follows:

- a. \$124,900.00 to the claimant;
- b. \$40,000 in attorneys' fees plus costs of \$6,177.77 to attorney Peter S. Schwedock
- c. \$138,426.00 which is the suggested MSA amount and approved CMS amount to be funded via an annuity which Claimant agrees and understand that it may have a cost

lower than \$138,436.00;

- d. The Claimant agrees that the amount specified in subparagraph c above will be used to purchase an annuity (See attached as Exhibit 1 which includes the Terms and Conditions of Annuity Payments and attachments which are incorporated herein as part of this Agreement). The Claimant agrees and understand that as part of this Agreement he is required to execute documents relating to the purchase and set up of such annuity including but not limited to the documents attached as Exhibit 1 hereto. The Claimant further agrees the MSA shall be funded with an initial cash deposit of \$46,359.00 and annual payments of \$4,603.00 for years, only if living.

## 2. Release

Upon payment of the consideration set forth above, I, Roy Chavez, forever release City of Key West and Ascension Benefits & Insurance Solutions of Florida, each of its agents, adjusters, trustees, shareholders, directors, insurers, reinsurers, excess insurers including AIG, past third party servicing agents, additional insureds under any insurance policies and related or successor corporations of the Employer/Carrier/Service Agent, from any and all liability for the payment or provision of any class of workers' compensation benefits of whatever kind or classification available under the Florida Workers' Compensation Law, including any causes of action arising out of the requirements of Chapter 440 or any other state of the United States of America, including, but not limited to, past and future medical benefits, past and future indemnity benefits, costs, interest, penalties, whether taxable or non-taxable, attorney's fees, and rehabilitation benefits under F.S. §440.491, including rehabilitation temporary disability benefits on account of any and all work

related accidents or occupational diseases suffered while employed by City of Key West, including, but not limited to, the accidents March 20, 2001, September 10, 2001, and February 14, 2002 or any other known or unknown work related injury, whether undiscovered or not reasonably discoverable or not matured or which may have already occurred or developed or may be latent or may in the future occur or develop that the Claimant may have sustained while employed by City of Key West. This Agreement also includes releasing the above-named released parties and individuals from any cause of action arising out of the accident in question, including, but not limited to, claims for bad faith claims handling procedures, intentional infliction of emotional distress, or any other cause of action arising out of handling procedures.

The Claimant represents and affirms that all accidents, injuries, and occupational diseases known to have occurred or have been sustained while employed by the Employer have been revealed. All pending claims/petitions are hereby voluntarily withdrawn with prejudice. The Claimant understands that he is hereby relinquishing the right to have any unresolved claims, conflicts or disputes heard and decided by the Judge of Compensation Claims.

### 3. Liens

The Claimant represents to the Employer/Carrier/Service Agent that he and his attorneys alone are entitled to the settlement funds and that other than the lien from attorney Robert L.H. Rampil, which has been fully satisfied, there are no other liens or claims made to these funds by any other party and no child support arrearage. The Claimant warrants and represents that he has no knowledge or notice of liens or claims of lien other than the ones noted above. Claimant agrees and represents that all liens of whatever nature will be satisfied out of the initial proceeds of this

settlement, including, but not limited to, Medicare liens, all health care and attorney's fees liens. Additionally, the Claimant is accepting full and total responsibility for any Medicare liens, that such liens will be repaid from the non-MSA portion of the settlement, and that the Claimant will hold harmless and indemnify the Employer/Carrier/Servicing Agent in such matters. The parties agree that the Employer/Servicing Agent has satisfied the lien for attorneys' fees and costs from Robert L.H. Rampil.

#### **4. Indemnification**

The Claimant agrees to indemnify and hold harmless the Employer/Carrier/Servicing Agent from any and all claims/lien of any party or prior attorneys representing the Claimant other than the lien from Robert L.H. Rampil, Esq. The Claimant also hereby agrees to indemnify and hold harmless the Employer/Servicing Agent from any and all claims, and/or liens, and or subrogated interests herein for which these funds are or may be intended.

#### **5. Allocation of Settlement Amount**

The Claimant represents that the above-referenced settlement funds are being allocated as follows: 1) \$119,900 for indemnity benefits; 2) \$5,000 for non-Medicare covered; 3) \$40,000 for attorney's fee and \$6,177.77 for cost; 4); \$138,426.00 which is the amount of the suggested by the MSA and approved by CMS to be funded via an annuity with the specifications attached hereto. Claimant will net \$125,000.

#### **6. Medical Bills**

Claimant hereby acknowledges, understands and agrees that the Employer/Carrier/Servicing Agent shall not be liable for payment of any medical bills to authorized medical providers for

treatment rendered subsequent to July 14, 2015. The Employer/Carrier/Servicing Agent will remain responsible for payment of outstanding medical bills for authorized medical treatment rendered and incurred prior to July 14, 2015. The Claimant is responsible for payment of any medical bills of unauthorized physicians.

**7. No Admission of Liability**

It is specifically understood by and between the Claimant and Employer/Carrier/Servicing Agent that this Agreement is in no way to be construed as an admission of any wrongdoing or liability on the part of the Employer/Carrier/Servicing Agent.

**8. Full Understanding**

The Claimant hereby declares that he is over eighteen (18) years of age or over, and suffers from no legal disabilities or mental disability which would disable him from executing this agreement. It is expressly warranted by the Claimant that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance on any statement of the Employer/Carrier/Servicing Agent, or their representatives, concerning the nature and extent of the injuries claims of lien and/or legal liability therefore; and that the Claimant has fully discussed the terms and significance of this Release with the attorney of his choice and has made the informed, knowing and voluntary decision to execute this Release. The Claimant represents that the terms and conditions of this settlement agreement have been completely read and explained to him by his attorney(s) and that those terms are fully understood and voluntarily accepted by him.

**9. Entire Agreement**

The Claimant hereby acknowledges and agrees that this Agreement contains the entire

agreement among the parties hereto, and that the terms of this Agreement are contractual and not merely recital. Any modification of this Agreement must be in writing and signed by both the Claimant and the Employer/Carrier/Service Agent.

**10. Modification**

The Claimant understands that he relinquishes the right to have any unresolved conflict or dispute involving the right to any benefits under Chapter 440. The Claimant acknowledges and agrees that this Agreement shall not be subject to modification, including modification under Section 440.28 of the Florida Statutes. Furthermore, the Claimant acknowledges and agrees that he shall indemnify and hold the Employer/Carrier/Service Agent harmless from any and all attorney's fees or costs incurred by the Employer/Service Agent in successfully defending any attempt to modify, avoid or set aside this Release.

**11. Severability**

The Claimant further understands and agrees that notwithstanding Section 440.20(11)(c), this Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. Should any portion or provision of this Agreement be deemed null or void by any Court, the remainder of the Release shall remain in full force and effect.

**12. Waiver of Penalties**

The Claimant does hereby waive any right he may have to any and all past due penalties and interest on account of the alleged accident referenced herein. In addition, the parties hereby agree that pursuant to case law and §440.20(7), the Claimant is not entitled to penalties and interest for late payment pursuant to the terms of this Agreement.

**13. Child Support Arrearage**

The Claimant agrees that the sum of \$ \_\_\_\_\_ shall be deducted from the lump-sum payable pursuant to this agreement, to pay the outstanding child support arrearage in connection with \_\_\_\_\_. The Claimant stipulates that he is not under any additional child support obligation, other than with respect to the above-referenced case. The Claimant also stipulates that the Employer/Carrier/Servicing Agent shall be indemnified and held harmless against any action brought by any third party for payment of child support arrearage.

**14. Present Worth and Possible Offset for Social Security Disability Benefits Considered**

The parties have considered the following estimates concerning the life expectancy, future benefits, present value of future benefits and weekly benefits, payable over the Claimant's expected lifetime, which have been calculated by the Claimant. The Claimant hereby acknowledges that these calculations are only estimates based on the information available to the parties at the time of this Agreement and may not be binding upon the Social Security Administration or any other agency.

In reaching this Agreement, the parties have considered the present value of all future payments of benefits, which but for this Agreement would be potentially payable to the Claimant under the Florida Workers' Compensation Law on account of the injuries and/or occupational disease(s) referenced herein. The Claimant was born on August 18, 1954, and has a life expectancy of 17.8 years, or 925.6 weeks. When the lump sum payment allocated for indemnity benefits provided for herein is prorated on a weekly basis over the Claimant's life expectancy and reduced to present value, the lump sum is equal to the payment of future benefits at a rate of \$180.59 per week. This periodic payment 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 as if the lump sum would have been paid to the Claimant at a rate of \$180.59 per week over his life expectancy. The same is true for the lump sum payment of future Medicare covered medical benefits provided for herein which, when reduced to present value, is equal to \$215.84. The lump sum consideration given hereunder for the settlement of future Medicare covered medical benefits is equal to the present value of weekly payments of \$215.84 to the Claimant over his life expectancy. The Employer/Carrier/Servicing Agent's right to offset Workers' Compensation indemnity and medical benefits due under the Florida Workers' Compensation Law against benefits payment on account of total disability under Chapter 42 United States Code, including benefits payable under Medicare, is also included in these calculations and has been considered by the parties in reaching this agreement.

**15. Fraud and Misrepresentation**

Regardless of judicial approval or disapproval of the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage for Settlements, the Employer/Servicing Agent hereby reserve all rights, claims, defenses, remedies, and obligations in the event of any material misrepresentation or fraud by the Claimant.

**16. Conditional Agreement**

The Claimant and the Employer/Carrier/Servicing Agent stipulate and agree that in the event this Settlement Agreement is determined to be unconstitutional or invalid by the District Court of Appeal or the Florida Supreme 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 the amounts paid to the Claimant provided for herein in paragraph 1, within 30 days of request by the Employer/Carrier/Servicing Agent. If any portion of the settlement proceeds are not immediately returned to the Employer/Carrier/Servicing Agent, the Employer/Carrier/Servicing Agent shall be entitled to a 100% offset against the Claimant's compensation benefits and medical benefits until the settlement amount is fully repaid. Under no circumstances shall the settlement amount provided for herein be considered a gratuitous payment by the Employer/Carrier/Servicing Agent. The Employer/Carrier/Servicing Agent hereby reserves all rights, claims, defenses, remedies, and obligations in the event of any misrepresentation or suspected fraud by the Employee/Claimant. In addition, if the Claimant requests to have this Agreement set aside for any reason whatsoever, it first must reimburse the Employer/Carrier/Servicing Agent the entire settlement amount stated in paragraph 1 herein, prior to initiating any legal proceedings. Furthermore, the prevailing party in such action shall be entitled to an award against the other party(ies) of its costs and attorney's fees expended in any action to enforce or defend the terms (in whole or part) of this Agreement.

#### **17. Social Security and Medicare**

The Claimant acknowledges that he has not relied on any representations or advice of counsel of the Employer/Carrier/Servicing Agent, their attorneys, agents or adjusters or any advice or representation of his attorney regarding the Claimant's entitlement to Social Security Medicare or Medicaid benefits and the impact the terms of this Agreement may have on such benefits. The Claimant further acknowledges that any decision regarding his entitlement to Social Security Medicare or Medicaid benefits, including the amount and duration of payments and offset

reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the United States federal courts and is determined by federal law. As such, the United States Government is not bound by any terms of this Agreement.

It is not the intention of the Workers' Compensation carrier to shift responsibility of future medical benefits to the Federal Government. The Claimant understands that in conjunction with this Agreement he is required to set up a Medicare Set Aside Trust setting aside a lump sum of money to cover future Medicare covered medical expenses. The Claimant further agrees and acknowledges that a Medicare Set Aside Evaluation was performed to determine the amount to place funds in a Medicare Set Aside Trust and that the recommendation was to set aside \$138,426.20 for future Medicare covered expenses (Copy Attached hereto as Exhibit 2). CMS determined via a June 24, 2015 Letter that \$138,426.00 adequately considers Medicare's interest. (See Exhibit 3). The Claimant agrees with the terms of the CMS letter dated June 24, 2015 which calls for him to set aside \$138,426.00 for future medical and prescription drug expenses via a Self-Administered MSA Account funded with an initial deposit of \$46,359.00 and subsequent equal payments of \$4,603 over 20 years while claimant is living. The MSA will be funded via an annuity and will be self-administered. Claimant agrees that any costs associated with the self-administration will be covered solely by the Claimant from the proceeds of this settlement as noted in paragraph I of this Agreement. Claimant agrees to execute any documents required to set up his self-administered MSA including the attached Terms and Conditions (Copy attached as Exhibit 4).

From the settlement proceeds as noted in paragraph 1c, an annuity will be purchased in order to fund a self-administered Medicare Set-Aside (MSA). The MSA funds will be set-aside in an interest bearing checking account, separate from the Claimant's savings and checking accounts, to pay for all future Medicare covered medical expenses, including but not limited to prescription drugs, causally related to the subject workers' compensation accident. The MSA Account shall be placed in an interest bearing account that is insured by the Federal Deposit Insurance Corporation. All interest earned on the MSA Account will be allowed to accrue in the account and will be used solely for medical expenses, that would otherwise be covered by Medicare. In reaching this Agreement, the parties have considered that many common medical expenses are not paid or reimbursable under certain group health policies, governmental programs or the federal Medicare program. These medical expenses are being taken into consideration in the settlement of the future medical care. These expenses include, but are not limited to, custodial care at home or in a nursing home, routine eye care, and routine physical examinations. The MSA allocation is based upon the Florida Workers' Compensation Fee Schedule, except for pharmacy costs which would be calculated based upon the AWP (average wholesale price), and the Claimant will make every effort to continue to pay his physicians per the fee schedule. Any amount in excess of the Workers' Compensation Fee Schedule rates required for payment by the Claimant will be paid by the Claimant and will not be paid from the MSA account.

- a. Right of Federal Government—The Claimant also understands that the Federal Government has the authority to change this allocation and make the Claimant spend more

of the settlement on Medicare expenses deemed causally related to subject workers' compensation accident and injury.

- b. Changes in Medicare Coverage-- The Claimant understands that in the future, Medicare may provide coverage for items/services that are not presently covered by Medicare. If Medicare does provide coverage for new benefits, this agreement provides that monies allocated for the provision of non-Medicare covered items/services will be transferred to the Medicare Set-Aside Account.
- c. Conditional Payments--The Claimant agrees and acknowledges that there is a right to reimbursement by Medicare or the Medicare Secondary Payer Program (MSP) for treatment of the injuries arising from the on-the-job accident or occupational disease referred to herein. The Claimant hereby acknowledges that all responsibility for Medicare claims or Medicare Secondary Payer Program liens for any and all past treatment for which Medicare claims or Medicare Secondary Payer Program has a claim, if any, is that of the Claimant, subject to the rules and regulations of Medicare. The Claimant indemnifies the Employer/Carrier/Service Agent against any liability in favor of Medicare and Medicare Secondary Payer Program.

#### **18. Time for Payment**

The Claimant hereby acknowledges and agrees that payment in satisfaction of this Agreement shall not become due until 30 days from the date the Judge of Compensation Claims serves the Order approving the attorney's fee relating to the settlement sums and the child support arrearage allocation, if any.

X Roy Chavez  
Roy Chavez  
Claimant

7/30/15  
Date

Peter S. Schwedock  
Peter S. Schwedock, Esquire  
FL Bar No:  
Attorney for Employee/Claimant

7/30/15  
Date

STATE OF FLORIDA }  
COUNTY OF Broward }

Before me the undersigned authority authorized to administer oaths and take acknowledgments personally appeared ROY CHAVEZ who is personally known to me or who has presented as identification, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, who upon being duly sworn certifies that the information furnished by him as incorporated in the foregoing Release is true and correct and that he has read the Release or has had the Release read to him and believes the lump-sum settlement to be in his best interest.

Peter S. Schwedock  
NOTARY PUBLIC, STATE OF FLORIDA

(Print/Type/Stamp) PETER S SCHWEDOCK  
Commissioned Name of Notary  
MY COMMISSION #FF053387  
EXPIRES September 11, 2017  
FloridaNotaryService.com  
(407) 398-0153

## TERMS AND CONDITIONS OF ANNUITY PAYMENTS

### Payments

In consideration of the Agreement, City of Key West ("Defendant") and/or its insurer ("Insurer") agree to fund a Self-Administered Medicare Set Aside (MSA) for Roy Chavez ("Payee") as follows:

#### **Self-Administered Medicare Set Aside Account payments**

- i) Payee, Roy Chavez shall administer the MSA Account, which Payee establishes.
- ii) MSA Cash Seed Payment: To Roy Chavez to establish a Self-Administered Medicare Set Aside Account, cash in the sum of \$46,359.00.
- iii) This MSA cash payment will be paid at the time of settlement by the responsible claims person.
- iv) Periodic Payments: To Roy Chavez for a Self-Administered Medicare Set Aside Account, the sum of \$4,603.00 annually for 20 payments, only if living, beginning 10/16/2016 with only if living payments through 10/16/2035. These periodic payments are life contingent. No payments will be made after the death of Payee. There are no guaranteed payments to Payee's estate, heirs or survivors.
- v) The annual periodic payments will be paid by American General Life Insurance Company.

All sums set forth herein constitute damages on account of personal injuries and sickness in a case involving personal physical injury or physical sickness within the meaning of Section 104(a)(1) of the Internal Revenue Code of 1986, as amended.

### Right to Payments

Payee acknowledges that, except as provided by law, the Periodic Payments cannot be accelerated, deferred, increased or decreased by any payee; nor shall any payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

### Consent to Qualified Assignment

Payee acknowledges and agrees that the Defendant and/or Insurer may make a "qualified assignment", within the meaning of Section 130(c) of the Internal

• SETTLEMENT AND RELEASE AGREEMENT  
BETWEEN CLAIMANT AND EMPLOYER

City of Key West ("Employer") and Roy Chavez ("Claimant") agree that the following sets forth their complete agreement and understanding regarding the full and final settlement of all matters in dispute between them.

1. City of Key West and Roy Chavez acknowledge that his employment with City of Key West terminated.

2. In consideration for the promises made by Roy Chavez herein below, the City of Key West agrees to pay Roy Chavez \$100.00, and agrees to enter into a lump sum workers' compensation settlement with the Claimant. Both parties agree that the Employer is under no obligation to enter into a workers' compensation lump sum settlement. Roy Chavez acknowledges and agrees that he is receiving sufficient consideration for him to enter into this Settlement and Release Agreement.

3. As a material inducement to the Parties Hereby Released to enter into this Agreement, Roy Chavez hereby irrevocably and unconditionally releases, acquits, and forever discharges the City of Key West, any additional insureds under any insurance policy held by the Employer and/or held by any related successor or corporation and each of its administrators, employees, agents, and all other Parties Hereby Released, their predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, any related, successor corporation or subsidiaries and all persons acting by, through, under, or in concert with any of them (collectively "Parties Hereby Released") or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, suits, rights, demands, costs (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contracts or agreements, express or implied, any claim to profits or percentage of profits from the Employer or any of the Parties Hereby Released, any covenant of good faith and fair dealing, or any tort, any legal restrictions on the Employer or Parties Hereby Released dealings with its employees, or any federal, state, or local law, statute, ordinance, administrative regulation, public policy or Executive order, such as, but without limitation, the



Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§201-219; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-2000e-17; the Civil Rights Act of 1866, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1871, as amended, 42 U.S.C. §§1983, 1985; Title IX of the Education Amendment of 1972, as amended, 20 U.S.C. §§1681-1688; Executive Order 11246; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§701-796i; the Employee Retirement Income Security Act, as amended, 29 U.S.C. §1140 *et seq.*; the National Labor Relations Act, as amended, 29 U.S.C. §§141-187; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§621-634; the Equal Pay Act, 29 U.S.C. §206(d); the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§12101-12213; the Family and Medical Leave Act of 1993, Pub. L. No. 103-3 (1993); the Florida Civil Rights Act of 1992, Fla. Stat. §§760.01-760.11; or any other state or federal constitutional claim, right, public policy, or cause of action founded in tort, contract, or other common law cause of action, including, but not limited to, actions based on misrepresentation, defamation, invasion of privacy, assault, battery, intentional infliction of emotional distress, interference with prospective economic advantage, interference with contractual relations, or negligence, wrongful termination under §440.205, or employment discrimination claim of any nature which Roy Chavez now has, owns, or holds, or claims to have, own, or hold, or which Roy Chavez at any time heretofore had, owned, or held, or claimed to have arising from any fact which exists as of the date of this Agreement, whether known or unknown, against each or any of the Parties Hereby Released. This release does not affect the Claimant's vested benefits provided by the City of Key West.

4. Roy Chavez hereby acknowledges and declares that he has no interest in reinstatement with the Employer in the future. He agrees that under no circumstances are any of the Parties Hereby Released under any obligation whatsoever to consider him for reinstatement at any time in the future. Roy Chavez agrees not to seek re-employment with City of Key West, any subsidiary, successor, or related entity for the rest of his life.

5. Roy Chavez agrees not to institute or pursue any individual claim or lawsuit against any of the Parties Hereby Released in any local, state or federal court or file any claim or charge with any local, state or federal agency against any of the Released Parties on account of



anything which has occurred up to the date Roy Chavez signs this Agreement, including, without limitation, law suits relating to his employment.

6. Roy Chavez agrees not to induce, incite, or encourage claims of any nature against the Parties Hereby Released.

7. Roy Chavez agrees not to do or say anything to criticize or damage the reputation of City of Key West or to harm the management and normal, ongoing business operation. Roy Chavez understands and agrees that the existence and terms of this Agreement are confidential and shall not be disclosed to any third party without the written consent of the Employer. Unless otherwise required by force of law, Roy Chavez agrees and covenants to keep all matters concerning this Agreement, including the facts, terms and the amount of settlement, absolutely confidential forever and not to discuss same with anyone, and covenants not to authorize discussion by anyone of the fact, terms or amount of the Agreement.

8. The existence and execution of this Agreement shall not be considered, and shall not be admissible in any proceeding, as an admission by the Employer or its agents or employees, of any liability, error, violation or omission.

9. This Agreement shall be binding upon and shall be for the benefit of the Employer and Roy Chavez as well as their respective heirs, personal representatives, successors and assigns.

10. The provisions of this Agreement shall be severable, and the invalidity of any provision shall not affect the validity of the other provisions.

11. Roy Chavez acknowledges that before signing this Agreement he had an adequate opportunity to consider and review it with persons of his choosing, including Peter S. Schwedock, Esq., his counsel; that he fully understands its terms, that he was not coerced into signing it, and that he has signed it knowingly and voluntarily. Roy Chavez also acknowledges that he had over 21 days to consider the terms of the agreement.

12. Roy Chavez acknowledges that this Agreement does not become enforceable until seven days after it is signed by him and submitted to the Employer, and that Roy Chavez can revoke it at any time during those seven days. If Roy Chavez decides to revoke this Agreement, he will deliver a signed notice of revocation to City of Key West, C/O Eduardo E. Neret, Esq.,

Neret & Finlay, LLC, 2100 Coral Way, Suite 400, Miami, Florida 33145 before the end of the seven day period. Upon delivery of a timely notice of revocation, this Agreement will be null and void, and neither the Employer nor Roy Chavez will have any rights or obligations under it.

Claimant

*X Roy Chavez*  
Roy Chavez  
Dated: 7/30/15

Employer

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

State of Florida

County of Broward

SWORN TO AND SUBSCRIBED before me this 30 day of July, 2015 by Roy Chavez, who is personally known to me or who has produced \_\_\_\_\_ as identification and who executed the foregoing document before me.

WITNESS my hand and official seal.

*Peter S. Schwedock*  
\_\_\_\_\_  
Notary Public

