

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

**Employee/Claimant:**

John Newcomer  
29676 Ranger Ave.  
Big Pine Key, FL 33043

**OJCC Case No.:** 14-13472RDM

**Accident date:** 3/20/2013

**Employer:**

City of Key West  
3128 Flagler Ave.  
Key West, FL 33040

**Carrier:**

Ascension

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**THIS AGREEMENT**, subject to the terms and conditions as set forth below, is intended to be a complete, entire and final release and waiver of any and all rights, to any and all benefits, past, present and future, that the Employee/Claimant, John Newcomer, is, or may be, entitled to under Chapter 440, Florida Statutes, (as more fully set forth below), and any other actions, claims, demands or causes of actions, whatsoever, that the Employee/Claimant may have against the Employer, City of Key West and the Carrier/Servicing Agent, Ascension, hereinafter, Employer/Carrier/Servicing Agent (ECSA).

**I. TERMS OF WORKER'S COMPENSATION SETTLEMENT AGREEMENT AND RELEASE PURSUANT TO 440.20(11)(c), (d)&(e) (2001):**

**A. TOTAL SETTLEMENT AMOUNT:**

The ECSA will pay the Claimant, in a lump sum, the total amount of Two Hundred and Thousand Dollars (\$200,000.00); One Hundred Dollars (\$100.00) of which shall be allocated to the general release. Payment shall be made within fourteen days (14) of the date of Certificate of Service on the Order approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20 (11)(c), (d)&(e). It is understood and agreed by the parties that the terms of this agreement are not enforceable until the Judge of Compensation Claims approves the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c), (d)&(e).

**B. ALL BENEFITS RESOLVED:**

Payment of the aforementioned lump sum is in full satisfaction of the obligation or liability of the ECSA to pay any benefits of whatever kind or classification available under the Florida Workers' Compensation Law including, but not limited to, temporary total and temporary partial disability benefits, impairment benefits, permanent total disability

benefits, supplemental benefits, wage loss benefits, rehabilitative temporary total disability benefits, vocational benefits, required to be provided by the Employer, death benefits, past attorney's fees, past, present and future medical benefits, attendant care, prescriptions, orthotics, prosthetics, transportation, or any other benefit contemplated under Florida Statute 440 relating to the alleged accidents, occurrences, incidents, exposures or events which took place on or about 3/20/2013 when the Claimant suffered an injury to his left knee while climbing. The Claimant was working as a city employee within the confines of The City of Key West, Monroe County, Florida.

The Claimant acknowledges by his signature below, that upon payment of the consideration referenced in paragraph I, A herein, he waives all entitlement to any and all further Workers' Compensation benefits and that the ECSA will be fully and forever discharged and released from the obligation or liability to pay and all benefits of whatever kind or classification payable under the Florida Workers' Compensation Law.

The undersigned Claimant accepts and assumes all risk; chance or hazard that said injuries, damages, manifestations or losses are now or may become greater, more numerous or more extensive than is now known, anticipated or expected; and the undersigned Claimant agrees that this release applies to all injuries, damages, manifestations, or losses of every kind and character which have arisen, or which may hereafter arise, even though now unknown, unanticipated or unexpected. The undersigned Claimant hereby acknowledges full responsibility for all future medical benefits.

#### **C. ATTORNEY'S FEES**

1. Fee/ Costs paid by the Claimant-  
From the F.S. 440.20(11)(c) proceeds (\$200,000.00), the Claimant will pay to his attorneys a statutory fee in the sum of Twenty Thousand Dollars (\$20,000.00) and Dollars (\$109.00) as costs on the settlement. The fee shall be paid from the settlement proceeds. The net settlement proceeds to Claimant shall be One Hundred, Seventy-Nine Thousand, Eight Hundred, Ninety-One Dollars (\$179,891.00).
2. Prior Representation-  
The Claimant will be responsible for an attorney fee to his prior attorney if one has been previously retained to represent the Claimant on these 2 industrial accidents.

#### **D. CHILD SUPPORT ARREARAGE**

The Claimant and his attorney shall be responsible for making any payment to child support from the Claimant's net settlement.

#### **E. THIRD PARTY LIENS**

The ECSA does not waive any lien rights pursuant to Florida Statute 440.39 and the lump sum benefits paid herein shall be included in the amount thereof. The Claimant agrees to give written notification to the ECSA or their attorney as to the filing of any suit against third parties arising out of the accident or injuries giving rise to this claim and to advise as to any recovery received from third parties arising out of the accident or injuries which are the subject matter of this claim. The Claimant further agrees that no proceeds from any third party claim shall be disbursed prior to satisfaction of the ECSA's lien.

### **II. STIPULATED FACTS:**

#### **A. MEDICAL CARE:**

The Claimant was climbing while in the scope and course of employment as a heavy equipment mechanic when he twisted his left knee. The Claimant received treatment from Dr. Levitt (ortho) who performed an arthroscopy, chondroplasty, partial medial meniscectomy, synovectomy and loose body removal from the left knee. Subsequently, the Claimant underwent a total knee replacement after a second surgical opinion was rendered by Dr. Reilly. The Claimant was released to work with restrictions of not lifting more than 30 pounds, no squatting/climbing, and then placed at maximum medical improvement on 7/7/14 with a 10% impairment rating after 3 surgeries.

#### **B. AVERAGE WEEKLY WAGE AND COMPENSATION RATES:**

The parties stipulate that the Claimant's average weekly wage is approximately \$1,219.67, thus making the compensation rate approximately \$813.15 per week (statutory max comp rate). The Claimant acknowledges that effective the date the Judge of Compensation Claims approves the Motion for Attorney's Fees and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d)&(e), he will no longer be eligible nor entitled to any past, present or future indemnity benefits. If the Claimant was successful in his prosecution of Permanent Total Disability, those payments could be up to \$549,689.40 for his life expectancy up to 75 yrs.

### **III. SPECIFIC WAIVERS AND REPRESENTATIONS:**

#### **A. WAIVER OF RIGHT TO HAVE CASE HEARD BY JUDGE OF COMPENSATION CLAIMS AND RIGHT TO BRING PETITION FOR MODIFICATION:**

The Claimant understands that he does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits, impairment benefits, death benefits, past attorney's fees, unauthorized past due medical benefits, future medical benefits, and rehabilitation benefits heard and decided by the Judge of Compensation Claims. The Claimant also understands that this Settlement Agreement and Release shall not be reviewed by the Judge of Compensation Claims in accordance with Florida Statute 440.20(11)(c). In addition, the Claimant also understands that the Order approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d)&(e) is not an award under the Florida Workers' Compensation Act and is not subject to modification or review.

#### **B. WAIVER OF PENALTIES AND INTEREST:**

The Claimant does hereby waive any right he may have to any and all past penalties and/or interest on account of the alleged accident or occupational disease referenced herein.

#### **C. RIGHT TO FUTURE MEDICAL CARE CLOSED:**

As provided under F.S. 440.20 (11)(c), the lump sum payable herein will fully discharge and satisfy the ECSA's liability to provide future remedial and palliative medical care under F.S. 440.13 and 440.134, including but not limited to, follow up examinations, pain medication, diagnostic testing, attendant care, and surgery. The ECSA shall no longer be liable for any medical benefits resulting from the alleged accident or occupational disease referenced herein. Any further future medical expenses will be the sole responsibility of the Claimant. The Claimant agrees to notify his treating physicians that he is now alone fully financially responsible for any and all medical care and treatment upon approval by the Judge of Compensation Claims of Attorney Fee and Child Support Allocation.

The Claimant has considered or had the opportunity to consider any and all reports submitted by medical providers and rehabilitation providers. In addition, the Claimant has consulted with or had the opportunity to consult

with medical providers and rehabilitation providers. The Claimant stipulates and agrees that he has determined that the amount of money being proposed to settle medical care and treatment is reasonable and adequate to meet the Claimant's future medical needs, in connection with the accident, occurrence, incident, exposure or event, which took place on or about 3/20/2013.

**D. ALL KNOWN ACCIDENTS, INJURIES AND OCCUPATIONAL DISEASES REVEALED AND ALL PENDING CLAIMS AND/OR PETITIONS FOR BENEFITS WITHDRAWNS AND/OR ACTIONS WAIVED:**

The Claimant represents and affirms that all accidents, injuries, and occupational diseases known to have occurred or sustained while employed with the City of Key West have been revealed to the ECSA. All pending Claims/Petitions for Benefits are hereby voluntarily withdrawn and dismissed, with prejudice. It is stipulated and agreed that no accidental injuries or occupational diseases other than that specifically mentioned herein have been sustained, while the Claimant was employed with The City of Key West. This settlement represents a settlement of any and all claims or actions that may arise from the accident referenced herein and any claims or actions that may have arisen out of the Claimant's employment with The City of Key West.

As part of this settlement, the Claimant further specifically agrees to release and discharge the Employer, The City of Key West, its officers, agents, servants, employees, directors, successors, commissioners, assigns and any other person or entity so connected to the Employer, of any and all claims relating to retaliatory discharge under Section 440.205, F.S.

In addition, as further consideration for such payment, the Claimant agrees and does hereby release, discharge, and surrender any and all claims, whether or not asserted, against the Employer, The City of Key West, or its servicing agent, or any of their officers, agents, servants, employees, directors, commissioners, successors, assigns, and any other person or entity so connected to the Employer and/or servicing agent, of any nature whatsoever, without any limitation thereof, with exception to any rights to pension or disability pension benefits for which the City of Key West exercises no control.

**E. EMPLOYER/CARRRIER/SERVICING AGENT'S PAYMENT OF PAST MEDICAL BILLS:**

The ECSA agrees to pay, in accordance with the Workers' Compensation Fee Schedule, any bills for treatment causally related to the work accident

or occupational disease solely for the compensable left knee, from authorized health care providers/ facilities, for dates of service prior to the date of Order approving the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage. The ECSA will pay for such services upon receipt of the authorized treating physician's bills, submitted on proper forms.

The ECSA does not agree to pay any bills from unauthorized health care providers/facilities for body parts that have been denied by the ECSA and the Claimant stipulates and agrees that he is solely responsible for resolving and satisfying any liens or attachments, filed by any health care provider/facility, not authorized by the ECSA. The Claimant also stipulates and agrees that he is not aware of any liens or attachments, filed by any health care provider/facilities not authorized by the ECSA. Moreover, the Claimant stipulates and agrees that the ECSA shall be indemnified and held harmless, against any action brought by any third party, for payment of past medical bills, for medical treatment, not authorized by the ECSA.

**F. FULL AND COMPLETE KNOWLEDGE:**

The Claimant acknowledges that he has full and complete knowledge of all pertinent and material facts in the instant claim and it is his desire to settle this claim, fully and finally, consistent with and under the provisions of Section 440.20 F.S.. The Claimant has entered into this agreement after full discussion and consideration of the matter and with full knowledge of the reports and opinions of the Claimant's treating physicians and rehabilitation counselors, as well as the Claimant's own estimate of his own physical condition. The Claimant further represents that his rights under the Florida Workers' Compensation Law have been explained to his satisfaction and that he has made independent inquiry concerning the reasonableness of the settlement and his medical and disability status or has waived the opportunity to do so. The Claimant understands that if this case were not settled, the Claimant would have a period of time following the date of last payment of compensation or furnishing of medical care in which to further a claim against the ECSA herein because of injuries suffered in this accident. The Claimant feels that it is advantageous and in his best interest to terminate this litigation and accept the settlement agreed to hereunder in full and final adjudication and settlement of this claim to compensation and medical benefits. The Claimant understands that the ECSA also waives substantial rights in settlement of this claim. The Claimant also understands that if he initiates legal proceedings pertaining to claims waived in this Settlement Agreement and Release, after the Judge of Compensation Claims approves the Motion for Approval of Attorney's Fees and Child Support Arrearage and Allocation for settlement under 440.20(11)(c)(d)&(e), the Claimant shall be liable to



the ECSA for all its expenses, including reasonable attorney's fees incurred during the proceeding.

As further consideration and inducement for this compromise settlement, the undersigned Claimant agrees to indemnify, protect and hold harmless all parties named in this Settlement Agreement and Release and all other persons, firms and corporations whomsoever from all judgments, costs, attorney's fees and expenses whatsoever arising on account of any action, claim or demand including but not limited to the following: all claims for subrogation, workers' compensation liens, bills; any claim under the Americans with Disabilities Act; any other public programs providing other similar benefits; any and all claims under Medicaid, Medicare, any and all claims for reimbursement or subrogation under any group medical policy, individual medical policy or any health maintenance organization; any and all claims for reimbursement or subrogation under any health, sickness, or income disability coverage; any and all claims for reimbursement or subrogation under any contract or agreement with any group, organization, partnership, or corporation which provides for the payment or reimbursement of medical expenses or wages during the period of disability; and any and all actions, claims or demands whatsoever of any type or nature which may hereinafter be brought or asserted against the parties named in this Settlement Agreement and Release, on account of any injury, loss or damage resulting from the accident, occurrence, incident or event aforesaid as it pertains to this or any other worker's compensation injury or injuries.

The undersigned Claimant warrants that no promise or inducement not herein expressed has been made; that in executing this Release the undersigned Claimant is not relying upon any statement or representation made by any person, firm or corporation hereby released or any agent, physician or doctor or other person representing them or any of them concerning the nature, extent or duration of the injuries, losses or damages here involved or the legal liability therefore, or concerning any other thing or matter; that the payment of the above mentioned sum is in compromise settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that the undersigned Claimant is over the age of twenty-one (21) years and legally competent to execute this Release and that the undersigned Claimant is fully informed of the contents of this Settlement Agreement and Release and signs it with full knowledge of its meaning.

#### **G. VOLUNTARY RESIGNATION FROM EMPLOYMENT**

As a result of an irreparable Employee/employer relationship, it is stipulated that the Claimant will voluntarily resign his employment and will not seek re-employment with The City of Key West. The agreement

to voluntarily resign and not seek re-employment is not being entered into due to any disabilities the Claimant may allege and is not the sole consideration for settlement of the claim referenced herein. The Claimant's voluntary resignation from further employment with The City of Key West, will take place immediately without any further action by any party. It is further agreed that the Claimant will not re-apply with The City of Key West. This resignation shall not be construed to be a waiver of the Claimant's claim for disability or retirement pension from the Employer.

#### **H. VOLUNTARY SETTLEMENT:**

The Claimant understands that he, like the ECSA does not have to settle and is doing so freely, voluntarily and with no duress or coercion from anyone. The Claimant also affirms that he is mentally competent and understands all of the terms of this agreement and the consequences therefrom and further has had the advice from counsel, with whom the Claimant is satisfied. The Claimant further understands that he has had the right to take any claim/petition for any workers' compensation benefit to a hearing to have said claim/petition heard by a judge of Compensation Claims and that by settling, he gives up that right permanently. The Claimant represents that he has read this Settlement Agreement and Release and hereby acknowledges that he understands and accepts all of the terms and conditions herein and that she has done so with the advice of counsel.

#### **I. SEVERABILITY CLAUSE**

The ECSA and the Claimant agree that if any one section of this Settlement Agreement and Release shall be found to be void or otherwise ineffective, same shall not serve to nullify the entire Settlement Agreement and Release and that such section(s) shall be severable from the Settlement Agreement and Release.

#### **J. CONSTITUTIONALITY CLAUSE**

The ECSA and the Claimant agree that in the event this Settlement Agreement and Release shall be found to be unconstitutional or invalid by the District Court of Appeal or the Supreme Court of Florida, or is not otherwise given full force and effect or is voided for any reason, in part or in whole, the ECSA shall be entitled to full reimbursement of the full lump-sum paid to the Claimant provided herein, within fourteen (14) days of the request by the ECSA, the ECSA shall be entitled to 100% offset



against the Claimant's indemnity 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 ECSA.

**K. CONSIDERATION OF MEDICARE'S INTERESTS IN SETTLEMENT PURSUANT TO 42 C.F.R. 411.46, 411.47 AND THE MEDICARE INTERMEDIARY MANUAL:**

The Centers for Medicare and Medicaid Services have stated in a memorandum circulated to its regional offices that Medicare's interests must be considered only in those Workers' Compensation settlements wherein: 1) the Claimant is already a Medicare beneficiary and the settlement amount is in excess of \$25,000.00 OR 2) the Claimant has a "reasonable expectation" of Medicare enrollment within thirty (30) months of the settlement date and the anticipated settlement is in excess of \$250,000.00. If the settlement meets the above criteria and CMS' interests are not considered, then the parties may be liable for double the damages.

Notwithstanding the above, it is not the purpose of this settlement agreement to shift to Medicare the responsibility for payment of medical expenses for the treatment of work-related conditions. Instead, this settlement agreement is intended to provide the Claimant with a lump sum and/or structured payment which will foreclose the ECSA's/ TPA's responsibility for future payments of all work-related medical expenses.

Should Medicare determine that it should be reimbursed for any past medical expense which were paid on behalf of the Claimant for medical treatment related to the work injury, then the Claimant stipulates and agrees that the Claimant is solely responsible for resolving and satisfying any and all of the outstanding conditional payments identified by Medicare within the requirements prescribed by Medicare. Nonetheless, the Claimant also stipulates and agrees that the Claimant is not aware of any outstanding conditional payments made by Medicare related to this work injury.

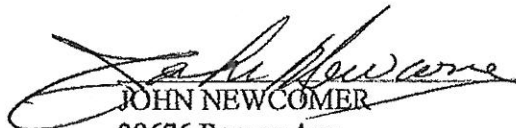
The Claimant acknowledges that the Claimant has not relied on any representations, advice of counsel of the ECSA, their attorney's agents or adjusters or the Claimant's attorney regarding the Claimant's entitlement to social security Medicare or Medicaid benefits and the impact the terms of this Stipulation may have on those benefits. The Claimant further acknowledges that any decision regarding 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 of the terms of this Settlement Agreement and Release. The parties stipulate that Medicare's interests have been considered in this settlement and that a Medicare Set Aside is not required.

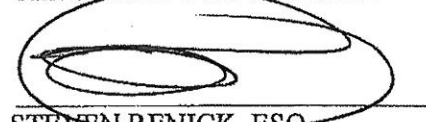
The Claimant has been appraised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other governmental agencies regarding the impact of this Settlement Agreement and Release may have on the Claimant's present or future entitlement to Social Security or other governmental benefits. Notwithstanding the foregoing, the Claimant desires to enter into the terms of this Stipulation.

This Settlement Agreement and Release was signed by the Claimant on the 23 day of April, 2015, and by the attorney for the Claimant on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 and by the attorney for the ECSA on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**EMPLOYEE-CLAIMANT:**

  
JOHN NEWCOMER  
29676 Ranger Ave.  
Big Pine Key, FL 33043

**CLAIMANT'S ATTORNEY:**

  
STEVEN RENICK, ESQ.  
2486 SW 27<sup>th</sup> Terr  
Miami, FL 33133

**ATTORNEY FOR THE ECSA:**

\_\_\_\_\_  
RONALD RAMSINGH, ESQ.  
City Attorney's Office  
3128 Flagler Ave.  
Key West, FL 33040  
(305) 809-3775

**ECSA REPRESENTATIVE**

\_\_\_\_\_  
JAMES SCHOLL  
City Manager  
3128 Flagler Ave.  
Key West, FL 33040  
(305) 809-3888

**AFFIDAVIT**

STATE OF FLORIDA            )  
COUNTY OF: MONROE        )

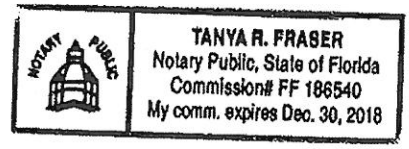
BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared, JOHN NEWCOMER, to me known to be the person described herein, or has produced the following identification: Drivers License, on this 23 day of April, 2015, who upon duty being sworn, certifies that the information furnished by her as incorporated in the foregoing Settlement Agreement and Release is true and correct and that he has read the Stipulation and has executed the foregoing General Release and Resignation from employment freely and voluntarily for the uses and purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 23 day of April, 2015

STAMP:

John Newcomer  
JOHN NEWCOMER  
Tanya R. Fraser  
NOTARY PUBLIC, State of Florida

My commission expires: 12/30/18



## RELEASE AND INDEMNITY AGREEMENT

**FOR AND IN CONSIDERATION OF THE AMOUNT OF ONE HUNDRED DOLLARS** (\$100.00 the receipt of which is hereby acknowledged by JOHN NEWCOMER (Claimant) and STEVEN RENICK, Esq., tendered by and on behalf of The City of Key West (Employer/Carrier), the parties to this Release and Indemnity Agreement (Agreement) agree as follows:

The Claimant does hereby knowingly and with full knowledge consent to release, remise and forever acquit the Carrier, and each of their collective past or present officers, agents, attorneys, servants, employees, parent companies or corporation, subsidiaries, affiliates, assignees, transferees, predecessors, successors, insurer, re-insurer whatsoever, of any and all claims, demands, actions, or causes of actions of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, from the beginning of time until the date of this agreement, including those arising under any federal or state law or local ordinance (including but not limited to the Americans with Disabilities Act, Age Discrimination Act, Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964 and/or the Florida Civil Rights Act of 1992), Section 440.025 Florida Statute claims, or contract including, but not limited to, any claims, demands, actions or causes of action whether statutory or at common law arising out of or in any way related to the Claimant's term of employment and/or medical treatment. The Claimant is not waiving his rights to any disability or retirement pension benefits to which he might otherwise be entitled. The terms "claims, demands, actions, and causes of action" as defined herein include those which have been made, or which might be made, against any party of the date set forth below in any action whatsoever, civil or criminal, administrative or judicial. The above referenced settlement amount (\$100.00) is deemed to include all costs, expenses and disbursements to which Claimant may be entitled under federal or state law or local ordinance, including any claim for attorney's fees and other expenses of litigation. Said payment further constitutes considerations for and in settlement of the Claimant's claim for any and all damages available under the Americans with Disabilities Act, ADEA, Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, including but not limited to claims for emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, wages and other pecuniary and non-pecuniary losses and for any and all damages available under the Florida Civil Rights Act of 1992, Chapter 760, Florida Statutes, including but not limited to their claims for mental anguish, loss of dignity, wages and other tangible and non-tangible damages for their claims for attorney's fees past, present and future as well as for their claims sounding in any and all common law tort for personal injury. The

Claimant is not waiving his rights to any disability or retirement pension benefits to which he might otherwise be entitled.

**FURTHER**, this Agreement covers any and all past, present and future claims for personal injuries, known or unknown, mental and physical injuries or suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, medical expense, embarrassment, humiliation, sexual harassment, back wages, loss of earning or earning capacity, including any claims for loss of service, companionship or consortium, property damage and other damages, any municipal, county, state or federal causes of action.

**FURTHER**, this Agreement includes, any claims for front and/or back pay, unemployment, or for recovery of any losses or other damages to me or my property based on any alleged violation of the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida and U.S. Constitutions, any other federal, state or local statute, regulation, or common law doctrine regarding employment, unemployment or discrimination in employment, any disability payments or benefits; any other public programs or other similar benefits; and any and all actions, claims, or demands whatsoever of any type or nature which may hereafter be brought or asserted against the Employer/Carrier on account of any injury, loss, or damage that arose, or could arise, from the facts giving rise to the claim being settled hereby. The Claimant is not waiving his rights to any disability or retirement pension benefits to which he might otherwise be entitled. The Claimant further specifically agrees to release and discharge the Employer/Carrier, its Officers, agents, servants, employees, directors, commissioners, successors, assigns, and any other person or entity so connected to the Employer, of any and all claims relating to retaliatory discharge under section 440.205, Florida Statutes.

**FURTHER**, The Claimant agrees to indemnify, to save, to defend and to hold harmless the Employer/Carrier of any and all claims, subrogated interests or liens of any third parties, including but not limited to, hospital and physician liens, Blue Cross/Blue Shield liens or subrogation rights, Medicare or Medicaid liens or subrogation rights, attorney's fees charging liens, any local, county, city or state or federal government liens, Internal Revenue Service liens, and any and all other subrogated interests or liens, regardless of their source. The Claimant declares and represents that the terms of this Agreement are contractual and not mere recitals, and include any and all hospital liens and doctor's liens (that were not authorized by the Employer/Carrier); and/or subrogated interests which are to be paid by the Claimant out of the proceeds of this settlement.

**FURTHER**, The Claimant understands and agrees that the Agreement is the compromise of a disputed claim and that the payment made is not to be construed as an admission of liability on the part of the Employer/Carrier

and that the Employer/ Carrier deny liability therefore and intend merely to avoid litigation.

**FURTHER**, the Claimant does hereby declare and represent that the injuries allegedly sustained are or may be permanent and progressive and that recovery is therefore uncertain and indefinite, and in making this agreement it is understood and agreed that he relied wholly upon his judgment and his attorneys, belief and knowledge of the nature, extent and effect and duration of said alleged injuries and liabilities therefore, and this agreement is made without reliance upon any statement or representation of the Employer/Carrier or their representatives or by any physician or surgeon by them employed.

**FURTHER**, this Agreement shall compromise any and all claims the Claimant might have against the Employer/Carrier, or any of them, including but not limited to those relating to the Claimant's employment and/or future medical treatment, but not limited to any statutory and/or contractual and/or tort claims they may have. The Claimant further agrees not to file or make in the future any charges or claims against the Employer/Carrier with any governmental agency or judicial body, either state, federal or local, for any matter taking place prior to the execution of this Agreement. The Employer/Carrier specifically deny that they have violated any local, state or federal law relating to the Claimant's employment and/or medical treatment, and/or resignation and/or termination by the employee/claimant and the Agreement shall not be deemed an admission of any wrongdoing by said parties.

**FURTHER**, the Claimant acknowledges and warrants that he has entered into this agreement voluntarily and with full knowledge and of his own accord. This Agreement contains and constitutes the entire understanding and agreement of the parties respecting the subject matter hereof and there are no other promises, covenants, warranties or representations of whatever name or nature, whether written or oral, that are not part of the Agreement.

**FURTHER**, the Claimant states that he has carefully read this Agreement, is aware of its contents, and freely and voluntarily agrees to all of its terms and conditions. The Claimant further declares and represents that he fully understands the terms and conditions of the Agreement, has spent sufficient time to review and consider this Agreement before executing it, has been advised to discuss this matter with an attorney before executing the Agreement and has done so or has had a full opportunity to discuss this matter with an attorney before executing the Agreement and has declined to do so.



FURTHER, this Agreement is conditioned upon the Judge of Compensation Claims approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d)&(e).

IN WITNESS WHEREOF the undersigned executes and seals this Release this 23 day of April, 2015.

  
JOHN NEWCOMER

Witnesses:

  
Name: \_\_\_\_\_

Tanya Fraser  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared, JOHN NEWCOMER, who has acknowledged to me that she has executed the forgoing Release and Indemnity Agreement freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal this 23 day of April, 2015.

My Commission expires: 12/30/18

  
NOTARY PUBLIC, State of Florida

SEAL: (

