

EMPLOYEE:

Raymond Casamayor
3930 South Roosevelt Boulevard
Apt. 312W
Key West, FL 33040

ATTORNEY FOR THE EMPLOYEE:

Steven P. Pyle, Esquire
541 South Orlando Avenue, Suite 310
Maitland, FL, 32751

D/A: 03/22/2002

OJCC NO.: 05-030553HHH

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

I am Raymond Casamayor. My Social Security number is 261-21-3145 and I am represented by attorney, Steven P. Pyle, Esquire. I was or claim to have been injured on or about March 22, 2002 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 Employers Mutual, Inc., and/or has as its servicing agent Employers Mutual, Inc. 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 \$138,350.00, the receipt of which is hereby acknowledged, I, Raymond Casamayor, 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 Employers Mutual, Inc., Carrier and Employers Mutual, Inc., 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 March 22, 2002 in Key West, Monroe County, Florida, for which I made a claim for workers' compensation benefits under 261-21-3145 (SSN), 05-030553HHH (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, Raymond Casamayor, EMPLOYEE, and not the EMPLOYER/CARRIER, will be responsible for all medical treatment incurred or obtained by me in the past or future.

I, Raymond Casamayor, 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:

- ☐ I am currently a Medicare recipient.
- ☒ I am not a Medicare recipient.
- ☐ I am 65 years old or older.
- ☐ I have been receiving Social Security Disability Income (SSDI) for 24 months or longer.
- ☐ I have applied for Social Security Disability Income (SSDI) or Social Security Income (SSI).
- ☒ I have not applied for Social Security Disability Income (SSDI) or Social Security Income (SSI).


EMPLOYEE

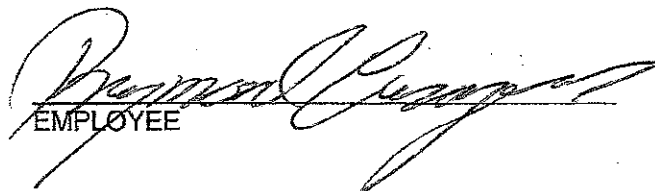
- _____ I have been denied SSDI and/or SSI benefits and plan to appeal.
- _____ I am in the process of appealing or re-filing for SSDI and/or SSI.
- _____ I have End Stage Renal Disease (ESRD) condition, but do not yet qualify for Medicare.

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. The EMPLOYEE is not a Medicare beneficiary and Medicare has not paid any past medical expenses. The EMPLOYEE is not a current SSD recipient. The parties allocated the sum of \$75,000.00 to the medical portion of this claim. The \$75,000.00 figure was based on a review of the EMPLOYEE'S current medications in generic form and anticipated treatment. The EMPLOYEE agrees not to apply for Medicare benefits for at least three years from the date of signing this Release of all Claims. 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 November 7, 2012, which I have received from the Department of Revenue or the Clerk of the Circuit Court, I owe \$285.11 in child support arrearage. I authorize my attorney to withhold \$285.11 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.


EMPLOYEE

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 \$14,585.00 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 pay his attorney the sum of \$97.04 for any costs that may have been incurred in this matter. I understand that the EMPLOYER/CARRIER will resolve the attorney's fee lien held by my prior attorney, Richard Sicking, in the amount of \$3,000.00.

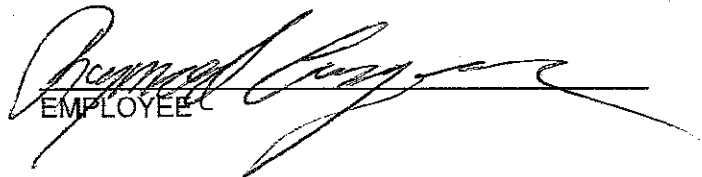
The EMPLOYER/CARRIER agrees to pay EMPLOYEE'S attorney an additional fee in the amount of \$0 for past benefits obtained for EMPLOYEE. The undersigned attorney and EMPLOYEE agree that this release resolves all outstanding attorney's fee and cost issues, and releases the EMPLOYER/CARRIER from all attorney's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


EMPLOYEE

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.

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 5th day of November, 2012.
Sealed and delivered in the presence of:

CAUTION!! READ BEFORE SIGNING

This Release was signed by the EMPLOYEE on the 5th day of November, 2012.

[Signature]
WITNESS
[Signature]
WITNESS

[Signature]
Raymond Casamayor, EMPLOYEE

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, personally appeared Raymond Casamayor, who is known to me (or who has produced) C256 730 32 104 JS (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.



[Signature]
NOTARY PUBLIC

My Commission expires:

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Release") is made and entered into by and between Raymond Casamayor hereinafter "claimant" or "employee") and City of Key West and Employers Mutual, Inc. (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 \$138,350.00. 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 March 22, 2002 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

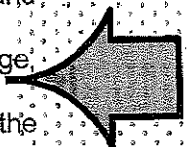
The claimant hereby stipulates and agrees that he will not discuss the details of this Release and the workers' compensation settlement with any person(s) including but not limited to other employees of City of Key West and that he will keep the contents of the same confidential except that he may discuss 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 resigns his employment with 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 March 22, 2002. 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



BCA
Employee

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.

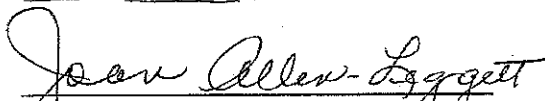
VI. SUBROGATION INTERESTS

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 5th day of November, 2012.


Raymond Casamayor, Claimant

The foregoing instrument was acknowledged before me this 5th day of November, 2012 by Raymond Casamayor, 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 Monroe

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

1. My name is Raymond Casamayor and I am the Claimant in the workers' compensation OJCC number 05-030553HHH pending before the Department of Labor and Employment Security in which City of Key West is the employer and Employers Mutual, Inc. is the carrier/servicing agent concerning an industrial accident that occurred on or about March 22, 2002.

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: **Raymond Casamayor III**
3930 S. Roosevelt Blvd
Apt 312 W
Key West, FL 33040

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.

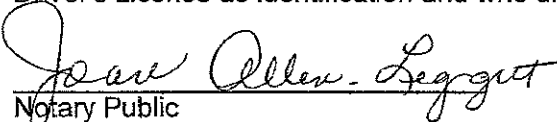
8. I understand that I have seven (7) days to revoke the Settlement Agreement and Release.

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.


Raymond Casamayor, Claimant

The foregoing instrument was acknowledged before me this 5th day of November, 2012 by Raymond Casamayor, 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:

