

STATE OF FLORIDA
Division of Administrative Hearings
Office of the Judge of Compensation Claims
District "MIA"

CLAIM NUMBER: NYA

Judge:

DATE(S) OF ACCIDENT: 1/1/2002

CLAIMANT: Daniel Galvan

CLAIMANT'S COUNSEL:

EMPLOYER:

City of Key West

Michael G. Srebnick

E/C/SA'S COUNSEL:

CARRIER/ SERVICING AGENT:

Relation Ins. Services of FL, Inc. George A. Helm

MEDIATION REPORT

1. A Mediation Conference was conducted by Certified Mediator Howard Scheiner on Jan 11, 2022.

2. The following were in attendance:

1. Claimant: ✓
2. Claimant's Counsel: ✓
3. Employer:
4. Carrier/Servicing Agent: ✓
5. E/C/SA's Counsel:
6. Other Attendees:

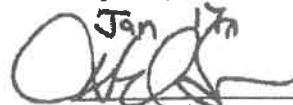
All by telephone

3. At the Mediation Conference, the parties:

- ✓ a) Completely resolved all issues as set forth in the attached Agreement. By Order of the J.C.C., the Pretrial Conference and Final Hearing are hereby canceled.
- b) Completely resolved all issues as set forth in the attached Agreement; except for Attorney's Fees. By Order of the J.C.C., the Pretrial Conference and Final Hearing are hereby canceled. Should a fee hearing be necessary, Counsel for Claimant shall contact the Office of the J.C.C. to schedule same.
- c) Resolved only those issues as set forth in the attached Mediation Agreement corresponding to the Petition for Benefits dated _____ Pretrial and Final Hearing should remain scheduled.
- d) Were ordered to reconvene the Mediation, which is to be concluded PRIOR to the Final Hearing. Pretrial and Final Hearing should remain scheduled.
- e) Did not resolve any issues.
— Pretrial and Final Hearing should remain scheduled.
— No Pretrial or Final Hearing is set. Please set.
- f) Other:

Respectfully submitted,

2022.


Howard Scheiner
Certified Circuit Court Mediator

STATE OF FLORIDA
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MEDIATION SETTLEMENT AGREEMENT

- () This is not a Washout Settlement under F.S. 440.20 (11).
- (✓) This is a Washout Settlement under F.S. 440.20 (11). The attached mediation Settlement Agreement is stipulated to and agreed to by the undersigned parties in the presence of the undersigned Certified Mediator. Parties acknowledge receipt of a copy of this agreement and request that it be presented to the Judge of Compensation Claims for approval, if necessary.
- (✓) Attached hereto and incorporated by reference is the addendum of 1 page(s) to this Mediation Settlement Agreement.

[Signature]
Claimant

Date

Claimant's Counsel

Date

[Signature]
Employer/Carrier/SA

Date

[Signature]
E/C/SA's Counsel

2-2-2022
Date

[Signature]
Certified Mediator

1/17/2022
Date

Interpreter

Date

MEDIATION SETTLEMENT AGREEMENT ADDENDUM

The parties agree to a complete resolution of this case based upon the following terms:

1) The E/C/SA will pay the claimant \$ 145,000.00 out of which the claimant will pay his/her attorney a fee of \$29,000.00 and costs of \$ (waived) thereby netting \$ 116,000.00

2) All benefits cease upon the E/C/SA final approval of this agreement.

3) This includes all dates of accident with this employer, known or unknown.

4) The claimant agrees to release the employer, carries and their heirs/assigns from all worker's compensation claims and any and all other claims of any type, including but not limited to, section 112.19 catastrophic health claims and wrongful termination.

5) Claimant agrees to waive any and all future rights of employment with the city, and claimant agrees to execute a general release and separation agreement.

6) The parties do not intend for this agreement to affect the claimant's pension, but the etc can make no representations as to such effects nor be held responsible for such effects and releases the employer for any adverse decisions of the wholly separate pension board.

The parties will submit a separate stipulation detailing that the E/C/SA will pay the claimant's attorney a separate fee of \$ and costs of \$ for all past due fees and costs based upon previously obtained benefits for the claimant.

7) This agreement in its entirety is contingent upon city commission and city final approval.

8) The Parties understand and acknowledge that approval by the JCC of this agreement as to any issue other than attorneys fees and satisfaction of child support arrearages is not specifically required and that this agreement is binding upon execution by the parties, except as to paragraph 7 above.

9) Upon approval of the attorneys fees related to this washout, all pending petitions will be dismissed and/or withdrawn.

10) Any separate stipulation agreed to by the parties herein is intended to be integrated with the washout agreement and unenforceable individually.

11) The E/C agrees to pay for the mediation fee associated with this mediation.