

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS, JACKSONVILLE DISTRICT**

CLAIMANT:

CYNTHIA HAILE
3364 NE 33RD AVE.
OCALA, FL 34479

ATTORNEY FOR CLAIMANT:

DANIEL L. HIGHTOWER, ESQUIRE
7 EAST SILVER SPRINGS BOULEVARD, SUITE 300
OCALA, FL 34470

EMPLOYER:

CITY OF OCALA
110 SE WATULA AVENUE
OCALA, FL 34471

ATTORNEY FOR EMPLOYER/CARRIER:

BETTINA N. CARRIER, ESQUIRE
3308 CLEVELAND HEIGHTS BOULEVARD
LAKELAND, FL 33803

CARRIER:

PMA COMPANIES
P.O. BOX 5231
JANESVILLE, WI 53547

OJCC NO.: 19-016226TSS

D/A: 4/11/2018

**STIPULATION FOR LUMP-SUM SETTLEMENT UNDER
FLORIDA STATUTES § 440.20(11)(c),(d) & (e) (2003)
(FUTURE MEDICAL TREATMENT INCLUDED IN SETTLEMENT)**

The above-named parties hereby agree to discharge and relieve the Employer/Carrier from any further liability for future compensation and medical treatment [but not for rehabilitation benefits provided solely by the Division of Administrative Hearings as provided for under Florida Statutes § 440.491 (2005)] in exchange for the payment of a lump sum of money to the Claimant.

The parties hereby stipulate and agree as follows:

1. **JURISDICTION.** The Florida Department of Labor and Employment Security and the Judge of Compensation Claims appointed under Florida Statutes § 440.45 (2004) have jurisdiction of the subject matter and the parties hereto.

2. **DESCRIPTION OF ACCIDENT.** On April 11, 2018, the Claimant sustained an injury by accident as contemplated under Florida Statutes § 440.02(1) (2006) arising out of and in

the course of employment in Jacksonville, Marion County, FL, with the Employer when the Claimant was involved in a motor vehicle accident and injured her left hand, wrist, hip and neck.

This settlement is for any and all pending and potential dates of injury with the Employer, which the Claimant affirms she has revealed as a condition of this settlement.

3. **AVERAGE WEEKLY WAGE AND COMPENSATION RATE.** At the time of the injury, the Claimant's average weekly wage was \$1060.24, with a corresponding compensation rate of \$706.86.

4. **DESCRIPTION OF MEDICAL BENEFITS PROVIDED.** The Claimant received medical care, treatment, and/or evaluation with CareHere Health Center; Ocala Family Medical Center; PST 2009; Advanced Imaging Center; Care First Imaging; Dr. Steven Bailey of SIMEDHealth; Dr. Amy Clunn of SIMEDHealth; Dr. Kristy Quackenbush-Orr of SIMEDHealth; Dr., Jeffrey Borkoski of Advanced Pain Medicine Center; Dr. Troy Lowell of The Orthopedic Institute; Dr. Zakariah Mahmood of The Orthopedic Institute; Dr. Quang Nguyen of Interventional Pain Management; Dr. Gary Stephens and Zafer Sabawi of Acupuncture Healing Solutions.

The Claimant understands and agrees that she may be entitled to additional medical, psychiatric, psychological, rehabilitative, remedial, surgical, and/or palliative care attributable to the subject industrial accidents, hereinafter referred to collectively as "medical care" or "medical treatment." The Claimant understands that the costs of future or additional medical care related to the subject industrial accident(s) is the financial responsibility of the Employer/Carrier. This notwithstanding, the Claimant agrees to relieve the Employer/Carrier from paying for any future medical care related to the subject industrial accident(s) in exchange for the monetary consideration set forth in this agreement.

5. **MAXIMUM MEDICAL IMPROVEMENT, IMPAIRMENT RATING AND WORK RESTRICTIONS.** The Claimant agrees and understands that she may not have reached maximum medical improvement, or may not have reached maximum medical improvement for all

injuries and/or conditions, including physical and psychiatric, attributable to the industrial accident(s) referenced herein. This notwithstanding, the Claimant agrees to forego future medical care and treatment at the Employer/Carrier's expense designed to place her at maximum medical improvement in exchange for the monetary consideration set forth in this agreement.

Dr. Clunn assigned Maximum Medical Improvement as of June 14, 2021, with a 12 % (5% cervical and 7% lumbar spine) Permanent Partial Impairment rating. Dr. Bailey assigned a November 16, 2022 Maximum Medical Improvement date, with 6%(lumbar) and defers work status to Dr. Clunn.

6. **THIRD-PARTY RECOVERY.** The Employer/Carrier lien, pursuant to Florida Statutes § 440.39, was previously resolved (July 2, 2020) by the parties; it shall be in no way reduced, waived, or otherwise affected by this agreement.

7. **AGE, EDUCATIONAL BACKGROUND AND WORK HISTORY.** The Claimant is 55 years of age, and has a Master's degree (2). She is able to read, write and make change. Her work history includes employment as a _____ and a _____. At the time of the injury, the Claimant was working as a Community Service Supervisor.

8. **ESTIMATED NEED AND COST OF FUTURE MEDICAL TREATMENT.** The parties stipulate and agree that **\$43,000.00** is sufficient to cover the cost of the Claimant's future medical care and treatment, if needed. The Claimant agrees and understands, however, that the costs of future medical care associated with the industrial accident(s) referenced herein cannot be calculated with precision, and may greatly exceed any estimates for future medical care upon which the parties have agreed. The Claimant agrees that she has made an informed decision with respect to the estimated costs of future medical care, and agrees to release the Employer/Carrier from any responsibility or liability for payment of future medical care in exchange for the monetary consideration set forth in this agreement.

9. **SETTLEMENT AMOUNT AND DISCHARGE FROM LIABILITY FOR PAST AND FUTURE COMPENSATION AND MEDICAL BENEFITS.** The Employer/Carrier will pay to the Claimant **\$100,000.00, inclusive, (less \$2,000.00 advance previously provided),** in full satisfaction of the obligation or liability to pay, and the Claimant agrees to accept, monetary compensation benefits in the past and in the future, out of which **\$43,000.00** is allocated to provide any remedial or palliative medical treatment in the future or in the past on account of injury, disability, and impairment as set forth under §§ 440.14, 440.15 and 440.16 (2004), Florida Statutes, on account of the work-related accident referenced herein. The Claimant agrees and understands that the monetary amount referenced above allocated to future medical care and treatment is merely an estimate of money designed to provide remedial or palliative medical care.

The payment of the lump sum set forth herein will definitely aid in the rehabilitation of the Claimant or will otherwise be in her best interest. Upon receipt of the lump sum, the Employer/Carrier will be forever released and discharged from their obligation or liability to pay monetary compensation benefits, impairment benefits, and medical care. Provided the settlement amount is paid within 30 days of the effective date of this stipulation, no statutory interest or penalty on that amount will be due. The "effective date" of this stipulation is the date upon which the Employer/Carrier's attorney receives the Judge of Compensation's Order approving the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage. This settlement will not discharge or satisfy the Division of Workers' Compensation's liability to provide rehabilitation benefits under Florida Statutes § 440.491 (2005), except that it does satisfy the Employer/Carrier's liability to provide any further rehabilitation expenses, including temporary indemnity benefits payable during such rehabilitation period. The Employer/Carrier will no longer be liable for medical care resulting from the on-the-job accident referenced herein. The Claimant shall retain the right to apply to the Division of Workers' Compensation for appropriate training and education under Florida Statutes § 440.491 (2005).

The Claimant also understands that she has waived the right to appeal an adverse Order to the First District Court of Appeal and/or the Supreme Court of Florida. The Claimant agrees to forego the right to place this claim before the Judge of Compensation Claims, the First District Court of Appeal, and/or the Supreme Court of Florida in exchange for the monetary consideration set forth herein, mindful of the fact that there are no certainties in proceeding before any Court, and proceeding to Court may result in an adverse ruling.

The Claimant likewise agrees to waive all rights or protections available under Statutes of Limitations applicable to this action, including, but not limited to, the right to assert to a claim for benefits as a result of a change in her present condition or a mistake in fact. The Claimant agrees to waive the right to assert such a claim arising within two years from the date she last received benefits or the mailing of an Order denying benefits, whichever is later.

The Claimant stipulates and the parties agree that this Stipulation for Lump Sum Settlement shall constitute an election of remedies by the Claimant with respect to the Employer/Carrier/Servicing Agent herein as a result of accepting the above-referenced sum, the Claimant relinquishes all rights for recovery for negligence, intentional torts, employer liability under workers' compensation law, bodily injury, and any other potential claims arising under the workers' compensation law and employers' liability policy (including Coverage B) in effect for the April 11, 2018 date of accident.

10. **ATTORNEY'S FEES PAYABLE BY CLAIMANT AND WAIVER.** The Claimant has been represented by Daniel L. Hightower, Esquire, in connection with this matter who is entitled to a fee for legal services rendered at the expense of the Claimant. The Employer/Carrier is not responsible for any attorney fee for any basis whatsoever. The parties agree that **\$25,000.00** is a reasonable fee for such services and is _____ equal to, X greater than, _____ less than the guidelines for the determination of a reasonable fee as set forth in Florida Statutes § 440.34(1) (2003). The Claimant has been informed of the right to a hearing on the

amount of the fee charged by the attorney and hereby waives her right to such a hearing. The fee, and reimbursable costs of **\$1,800.00**, shall be paid from the settlement proceeds, thereby making the net settlement amount **\$73,200.00 (less the \$2,000.00 advance previously paid)**. The attorney fee awarded herein is a full and final resolution of any and all attorney fees due the Claimant or her attorney on any basis whatsoever.

The Claimant agrees that she is responsible for satisfaction of any liens for prior attorney's fees asserted by any lawyer who may have such a claim. The Claimant agrees to hold the Employer/Carrier harmless for any claims for attorney's fees at the Employer/Carrier's expense.

11. **PRESENT WORTH AND POSSIBLE OFFSET FOR SOCIAL SECURITY DISABILITY BENEFITS CONSIDERED.** In reaching this agreement, the parties have considered the present value of all future payments of indemnity benefits, impairment benefits, medical benefits and death benefits potentially payable to the Claimant under Florida Workers' Compensation law on account of the injury or injuries referenced herein. The injured Claimant was born on 12/11/1967 and her life expectancy is 26.1 years or 1,357.2 weeks. When the lump sum payment herein is prorated on a weekly basis over the Claimant's life expectancy, the lump sum is equal to payment of future benefits at a rate of \$73.68 per week. This periodic repayment 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 indemnity benefits would have been paid to the Claimant at a rate of \$41.99 per week over her expected lifetime.

The same is true for the lump sum payment of future medical benefits. The lump sum consideration given for the settlement of future medical care is the same as if the lump sum would have been paid to the Claimant at a rate of \$31.68 per week over her expected lifetime. The Employer/Carrier/Servicing Agent's right to offset workers' compensation indemnity under Florida's Worker's Compensation Law against benefits payable 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.

As a result, this settlement agreement represents a compromise of both undisputed and controverted entitlement to future medical care at the expense of the Employer/Carrier. Considerable attention has been given to the Claimant's entitlement to Social Security Disability benefits pursuant to 42 U.S.C. § 423 and receipt of Medicare benefits under 42 U.S.C. § 1395Y as well as Health and Human Services Center for Medicare and Medicaid Services' (CMMS) entitlement to subrogation and intervention right pursuant to 42 C.F.R. § 441.46 to recover any overpayment made by Medicare. 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, which will foreclose the Employer/Carrier's responsibility for future payments of all work related medical expenses. In accepting this, the Claimant realizes, understands and agrees, that Medicare will not pay for any medical expense related to this work accident until the medical expenses related to such injuries or disease equal the amount of the lump sum specifically designated for settlement of medical care related to the work accident.

12. **WAIVER OF PENALTIES, COSTS, INTEREST, AND FORMAL NOTICE.** The Claimant does hereby waive any right she may have to any and all penalties, costs or interest on account of the accident referenced herein. The Claimant and her attorney waive any and all claims for any interest or penalty on any amount covered hereby which is paid within 30 days of the effective date of this agreement as defined in Section 9.

13. **ALL KNOWN ACCIDENTS, INJURIES, AND OCCUPATIONAL DISEASES REVEALED AND ALL PENDING CLAIMS WITHDRAWN.** The Claimant represents and affirms that all accidents, and injuries known to have occurred or sustained while employed by the Employer have been revealed and are considered resolved and settled by this stipulation. All

pending claims and notices to controvert are hereby voluntarily withdrawn. The Claimant agrees that all claims are voluntarily dismissed with prejudice upon the effective date of this agreement.

14. **INCOME DEDUCTION ORDERS.** The Claimant represents that the proceeds awarded herein, as well as all indemnity benefits paid to her for this injury by this Employer/Carrier, are not subject to any writ of garnishment, income deduction order, child support decree or any other judicial decree or order. In the event these proceeds and the indemnity benefits paid by this Employer/Carrier to date are so subject, the Claimant agrees to hold the Employer/Carrier harmless from any liability the Employer/Carrier may sustain for payment of these benefits and, further, the Claimant agrees to reimburse and indemnify the Employer/Carrier for any damages it may sustain for awarding these proceeds and past indemnity benefits.

15. **WAIVER OF RIGHT TO APPEAR BEFORE THE JUDGE OF COMPENSATION CLAIMS, THE FIRST DISTRICT COURT OF APPEAL, AND/OR THE SUPREME COURT OF FLORIDA.** The Claimant and the Employer/Carrier agree that, upon settlement of this claim or claims according to the terms set forth herein, each party is giving up its right to present this claim to the Judge of Compensation Claims and appeal an adverse order to the First District Court of Appeal and/or the Supreme Court of Florida. The Claimant understands that through settlement of this claim in the manner set forth herein, she has relinquished the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits and/or past and future medical care heard and decided by a Judge of Compensation Claims. The Claimant agrees to forego this right in exchange for the monetary consideration set forth herein, mindful of the fact that there are no certainties in proceeding before any Court, and proceeding to Court may result in an adverse ruling. The Claimant understands that she cannot ask any Court to set aside or modify this agreement once all terms of this agreement have been fulfilled by each party.

16. **ELECTION AND WAIVER OF REMEDIES.** The Claimant understands and agrees that by settling the claims referenced herein under the terms set forth in this agreement, she has elected to pursue remedies against this Employer/Carrier exclusively through the workers' compensation system as set forth in Chapter 440, Florida Statutes. The Claimant agrees that remedies available under Chapter 440, Florida Statutes, are the only remedies available to the Claimant with respect to the dates of accident referenced herein, and the Claimant agrees to abdicate all rights she may have under Chapter 440, Florida Statutes, by settlement of the claims under the terms set forth herein. The Claimant agrees that she will not institute, maintain, or pursue any other state or federal causes of action of any kind against this Employer and/or Carrier for any acts, events, or omissions through the effective date of this agreement. The Claimant agrees that upon the effective date of this agreement, she will refrain from bringing any action or lawsuit against the Employer/Carrier on any basis whatsoever in state court, federal court, or through a state or federal administrative agency. The Claimant agrees that the Employer/Carrier's liability to her on the basis of any state or federal law is extinguished and satisfied upon the effective date of this agreement and payment of the money referenced herein.

17. **CURRENT EMPLOYMENT STATUS AND ANTICIPATED USE OF SETTLEMENT PROCEEDS.** The Claimant is currently _____. If the terms of this settlement are approved, the Claimant plans to use the proceeds therefrom as follows:

_____.

18. **ADVICE OF COUNSEL.** The Claimant understands that her attorney is advocating on her behalf. The Claimant agrees that all questions regarding settlement of this claim have been addressed with Claimant's attorney and have been satisfactorily answered. The Claimant understands that the Employer/Carrier and the Employer/Carrier's attorney is not the Claimant's advocate or agent, and is not acting on the Claimant's behalf.

The Claimant acknowledges that in the course of reviewing this document and discussing it with counsel, she was not under the influence of any alcohol, prescription medications, or illegal drugs that may have impaired her ability to understand all terms of this agreement. The Claimant acknowledges that she has made all decisions pertaining to this agreement without the influence of any substances of any kind that would impair or impede her right to make an informed decision.

19. **NON-MODIFICATION/INTEGRITY OF ORIGINALS.** The Claimant and her attorney (if represented) agree that this document, the related Child Support Affidavit, the Motion for Approval of Attorney's Fees and Costs and the related Order, and all other ancillary documents in support of this settlement agreement have not been modified, altered, amended, and/or changed in any way, with the exception of handwritten corrections that are obvious and apparent. The Claimant and her attorney affirm that the documents referenced immediately above have not been electronically scanned and reproduced for purposes of manipulation or alteration through word processing, and that no text or language in the settlement documents referenced in this paragraph has been electronically manipulated, and that no text or language has been added, deleted, or modified in any way with the exception of handwritten changes that are obvious and apparent. The Claimant and her attorney agree that if any changes to any of the documents prepared by the Employer/Carrier in support of this settlement have been made in any way other than through apparent and obvious handwritten changes, the entire settlement agreement and all of its underlying terms are void and/or voidable at the Employer/Carrier's discretion, or is otherwise unenforceable. The Claimant and her attorney agree that as an inducement to settlement, the original settlement documents provided to her by the Employer/Carrier have not been modified, altered, amended, and/or changed in any way, with the exception of handwritten corrections that are obvious and apparent.

20. **SETTLEMENT IS SUBJECT TO APPROVAL OF JUDGE OF COMPENSATION**

CLAIMS. The parties clearly understand that this settlement will not become formal and binding unless the parties' Motion for Approval of an Attorney's Fee and Allocation of Child Support Arrearage for Settlements under § 440.20(11)(c), (d) and (e), Florida Statutes (2003), is approved by the Judge of Compensation Claims. The Claimant understands that these agreements have been routinely disapproved by judges in the past and should not undertake any financially binding actions until formal approval is obtained. In the event the Judge of Compensation Claims does not approve the aforementioned Motion, the settlement herein shall be completely void and of no effect whatsoever. If the aforementioned Motion is disapproved, the Employer/Carrier reserves the right to assert any and all defenses available under the Florida Workers' Compensation Act.

STIPULATION AND RELEASE

Under the provision of Florida Statutes § 440.20 (11)(c) (2003), the parties hereby jointly enter this Stipulation which will discharge and release the Employer/Carrier from all further liability to the Claimant for all benefits available of whatever kind or classification including, but not limited to, future medical benefits, compensation for disability under Florida Statutes §§ 440.14, 440.15 and 440.16 (2003), impairment benefits, past medical benefits, death benefits and rehabilitation benefits due under the Florida Workers' Compensation Act upon payment of the lump-sum herein provided which shall not be subject to modification under Florida Statutes § 440.28 (1993).

This Stipulation was signed by the Employer/Carrier on the ____ day of _____, 2023 and by the Claimant on the ____ day of _____, 2023.

Cynthia Haile
3364 NE 33rd Ave.
Ocala, FL 34479
Claimant

Daniel L. Hightower, Esquire
7 East Silver Springs Boulevard, Suite 300
Ocala, FL 34470
FBN: 162612
Attorney for Claimant

Bettina N. Carrier, Esquire
3308 Cleveland Heights Boulevard
Lakeland, FL 33803
FBN: 0123072
Attorney for Employer/Carrier

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority to administer oaths and take acknowledgments personally appeared Cynthia Haile on this _____ day of _____, 2023, who is personally known to me or who has produced _____ as identification and who did take an oath certifying that the information furnished by her as incorporated in the foregoing Stipulation for Lump-Sum Settlement is true and correct and that she has read the stipulation and believes the lump sum settlement to be in her best interest.

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by

NOTARY PUBLIC - Signature

Print Name

(SEAL)

MY COMMISSION EXPIRES:
