

# MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

<b>SUBJECT</b>	Trisha L. Pratt v. Manatee County OJCC Case No. 10-029327DBB Date of Injury: 06/02/2010	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	July 26, 2011	<b>DATE SUBMITTED/REVISED</b>	June 20, 2011
<b>BRIEFINGS? Who?</b>	No	<b>CONSEQUENCES IF DEFERRED</b>	Litigation will continue.
<b>DEPARTMENT/DIVISION</b>	County Attorney Office/ Risk Management Division	<b>AUTHORIZED BY TITLE</b>	Tedd N. Williams Jr., County Attorney
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Michael Terrell, Risk Manager ext. 3750 <i>mt</i>	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	James R. Cooney, Assistant County Attorney, Ext 3750 <i>JRC</i>
<b>ADMINISTRATIVE APPROVAL</b>		<i>Jrw 6/20/11</i>	

**ACTION DESIRED**  
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Motion to authorize the County Attorney's Office, Division of Risk Management to settle the workers' compensation claim of Trisha L. Pratt v. Manatee County.

**ENABLING/REGULATING AUTHORITY**  
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Florida Statutes 768.28 or Florida Statutes 440 and Manatee County Ordinance 08-49

**APPROVED IN OPEN SESSION**  
 JUL 26 2011  
 BOARD OF COUNTY COMMISSIONERS  
 MANATEE COUNTY, FLORIDA

**BACKGROUND/DISCUSSION**

On June 2, 2010, Trisha L. Pratt, a 33-year-old Public Safety employee employed with Manatee County since 08/29/2000, was injured when she was transporting a patient on a stretcher. At the time of the injury, Ms. Pratt tried to stop the stretcher from turning over on a slope, thus twisting and injuring her low back.

Ms. Pratt was initially treated at US Healthworks on 06/02/2010 through 07/17/2010 for low back pain. She also later complained of left shoulder pain. She was prescribed pain medication and physical therapy; however, she did not improve. On 06/24/2010 she underwent lumbar and cervical MRI, and on 07/16/2010 she was referred by US Healthworks to an orthopedic specialist. On 08/09/2010 she began treating with Dr. Michael Feiertag who noted some pre-existing back and left shoulder complaints, but opined that the major contributing cause of her complaints was the work-related injury. He noted that back surgery may be necessary. At that time, Ms. Pratt did not want to undergo surgery. On 12/10/2010, Dr. Feiertag placed Ms. Pratt at maximum medical improvement with a 5% permanent impairment rating and permanent restrictions of no lifting more than 30 pounds and limited bending. She was released from treatment to return as needed. Ms. Pratt returned to Dr. Feiertag one week later and agreed to undergo the recommended surgery. The surgery consisted of an anterior lumbar interbody fusion and a plate. Dr. Feiertag planned on performing the surgery in conjunction with Dr. John Nora, a vascular surgeon. Dr. Feiertag requested medical clearance for surgery, which Ms. Pratt obtained on 01/24/2011 and Dr. Nora concurred with on 02/03/2011. Ms. Pratt was scheduled (for a second time) for surgery on 04/05/2011. Ms. Pratt failed to show up for her surgery on that date and failed to follow up with Dr. Feiertag on 04/06/2011. Therefore, on 04/06/2011 Dr. Feiertag dismissed Ms. Pratt from his care. At this time, the need for, and issues of, surgery and lost wages following surgery are still pending. Also, under workers' compensation law, Ms. Pratt has the right to a new orthopedic spine specialist since Dr. Feiertag dismissed her. If she would choose this option, then she and the County would start the treatment process all over again with a new physician.

The County Attorney believes that settlement is in the best interest of the County and requests authorization to settle this claim for \$34,900.00 plus \$100.00 for a General Release for a total of \$35,000.00. The County Attorney further requests authorization from the Board to allow the County Attorney or his designee to execute all settlement documents. If the County does not settle this claim, it is anticipated that future indemnity and medical benefits, including surgery, will continue to be payable as well as litigation expenses.

**COUNTY ATTORNEY REVIEW**

<b>Check appropriate box</b>	
<input type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input checked="" type="checkbox"/>	<b>OTHER This is a County Attorney item</b>

<b>ATTACHMENTS: (List in order as attached)</b>		<b>INSTRUCTIONS TO BOARD RECORDS:</b>	
HIPPA-Compliant Release Stipulation & Release for Exchange of Lump Sum Settlement General Release		Please return a copy of the approved agenda to Risk Management <i>MR 7/26/11</i>	
<b>COST:</b>	\$	<b>SOURCE (ACCT # &amp; NAME):</b>	
<b>COMMENTS:</b>		<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS  
SARASOTA DISTRICT OFFICE

EMPLOYEE/CLAIMANT:

Trisha L. Pratt  
5608 Kumquat Ave.  
North Point, FL 34291-6339

EMPLOYER:

Manatee County  
P.O. Box 1000  
Bradenton, FL 34206-1000

CARRIER/SERVICING AGENT:

Commercial Risk Management, Inc.  
P.O. Box 18366  
Tampa, FL 33679-8366

ATTORNEY FOR EMPLOYEE/CLAIMANT:

Alex Lancaster, Esq.  
Lancaster & Eure, P.A.  
P.O. Drawer 4257  
Sarasota, FL 34230-4257

ATTORNEY FOR EMPLOYER/  
SERVICING AGENT:

Daniel J. DeMay, Esq.  
Pallo, Marks, Hernandez,  
Gechijian & DeMay, P.A.  
5652 Marquesas Circle  
Sarasota, FL 34233-3331

D/A: June 2, 2010  
OJCC Case No.: 10-029327 DBB  
VENUE: Manatee County  
JUDGE: Diane B. Beck

---

**STIPULATION & RELEASE IN EXCHANGE FOR LUMP SUM SETTLEMENT  
UNDER § 440.20(11)(c), (d) & (e), FLORIDA STATUTES (2003)**

---

THE ABOVE-NAMED PARTIES hereby seek approval of the following agreement made for the specific purpose of discharging the Employer/Carrier/Servicing Agent from any further liability for all past and future benefits under the Florida Workers' Compensation Law in exchange for the payment of a lump sum of money to the Claimant. The parties, therefore, stipulate as follows:

1. PARTIES: The parties to this Stipulation & Release are TRISHA L. PRATT (hereinafter "Employee," "Claimant," or "Employee/Claimant"), MANATEE COUNTY, MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS, and COMMERCIAL RISK MANAGEMENT, INC., (hereinafter "Employer/Carrier/Servicing Agent"). The parties are *sui juris*.

2. <sup>EIC'S</sup> DESCRIPTION OF ACCIDENT: On or about 6/2/10, the Employee contends she was injured by accident as contemplated under § 440.02(1), Fla. Stat. (2003), arising out of and in the course of employment with the Employer in Manatee County, Florida, when she was transporting a patient on a stretcher. She tried to stop the stretcher from turning over on a slope, thereby injuring her low back. However, the parties hereby stipulate and agree that it is their express intent that this instant Stipulation & Release shall pertain to and cover any and all industrial accidents, injuries, exposures and occupational diseases that the Claimant sustained while in the employ of the Employer from the beginning of time up to and inclusive of the date that the last party hereto executes this Stipulation & Release, regardless of whether the parties have specifically identified each and every accident, injury, exposure and occupational disease in this instant Stipulation & Release. References in this Stipulation & Release to a specific accident or injury shall mean any and all accidents, injuries, exposures and



occupational diseases that the Claimant may have sustained while in the employ of the Employer.

3. **ELECTION OF REMEDY AND RELEASE OF EMPLOYER**

**LIABILITY:** By entering into this settlement agreement, the parties stipulate that the Claimant has elected workers' compensation, and not tort liability, as the exclusive remedy. The parties further stipulate that as additional consideration for the payment of the settlement amount by the Employer/Carrier/Servicing Agent, the Claimant releases, waives, and settles any and all Employer liability (Coverage B and Coverage 2) causes of action.

4. **AVERAGE WEEKLY WAGE AND COMPENSATION RATE:** At the time of the 6/2/10 injury specifically identified in paragraph 2, above, the Claimant's average weekly wage was \$793.67, thus making the compensation rate \$529.14 per week.

5. **MAXIMUM MEDICAL IMPROVEMENT:** According to the 2001 amendments to the Workers' Compensation Act, the parties may enter into this Stipulation & Release without the Claimant having reached maximum medical improvement as a condition precedent. Therefore, the parties have not undertaken an effort to determine whether the Claimant has reached MMI. Nonetheless, the Claimant desires to enter into this Stipulation & Release and the Claimant fully understands that her medical condition may not yet be stable and that she may not yet be fully recovered from the effects of her industrial accidents, injuries, exposures or occupational diseases.

With that express understanding, the Claimant nevertheless wishes to enter into this Stipulation & Release.

6. SETTLEMENT AMOUNT AND DISCHARGE FROM LIABILITY FOR PAST AND FUTURE COMPENSATION AND MEDICAL BENEFITS: In

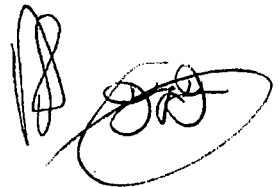
consideration for the Claimant's release of the Employer/Carrier/Servicing Agent, the Employer/Carrier/Servicing Agent will pay and the Claimant agrees to accept the sum of \$34,900 in full and final satisfaction of the obligation or liability to pay all benefits of whatever kind or classification available under the Florida Workers' Compensation Law including, but not limited to, future medical benefits, monetary compensation as contemplated under § 440.15, Fla. Stat., impairment benefits, death benefits, attorney's fees, past medical benefits and rehabilitation temporary total disability benefits under § 440.491, Fla. Stat., on account of all alleged accidents, injuries, exposures and occupational diseases referenced herein. The net settlement, after deduction of attorney's fees in the amount of \$4,240, is \$30,660, less costs, which shall be allocated as follows:

(a) Past and future compensation benefits	:	\$10,660
(b) Past medical expenses	:	-0-
(c) Future medical expenses	:	\$20,000
(d) Rehabilitation expenses	:	-0-
(e) Other	:	-0-
<b>TOTAL</b>	:	<b>\$30,660</b>

Notwithstanding this Release of the Employer/Carrier/Servicing Agent, the Claimant understands that she retains the right to apply for training and education provided by the Department of Education.

Upon execution of the 4/19/11 Mediation Agreement, the Employer/Carrier/Servicing Agent were forever released and discharged from the obligation or liability to pay any and all benefits of whatever kind or classification payable under the Florida Workers' Compensation Law. All benefits ceased as of 4/19/11. Any authorized medical expenses incurred prior to 4/19/11 remain the responsibility of the Employer/Carrier/Servicing Agent.

7. ATTORNEY'S FEES PAYABLE BY CLAIMANT AND WAIVER: The Claimant has been represented by ALEX LANCASTER, ESQ., LANCASTER & EURE, P.A., in connection with this matter, who is entitled to a fee for legal services rendered. The parties agree that \$4,240 is a reasonable fee for such services and is equal to the guidelines for the determination of a reasonable fee as set forth in § 440.34(1), Fla. Stat. Notwithstanding the provisions of § 440.34(3)(a)-(d), Fla. Stat., the Claimant alone and not the Employer/Carrier/Servicing Agent is responsible for the payment of her own attorney's fees and costs because this settlement was made under § 440.20(11)(c), (d) & (e). The fee shall be paid from the gross settlement proceeds, thereby making the net settlement amount \$30,660, less costs. *Costs to date and subject to change are \$619.80*

Handwritten signature and initials, possibly "JL" and "EE", enclosed in a circle.

The Claimant further affirms that she has not been represented by any other attorneys in connection with this workers' compensation matter. However, the Claimant stipulates that she alone, and not the Employer/Carrier/Servicing Agent, shall be responsible for the satisfaction of any attorney fee liens which have been maintained or asserted by any and all attorneys and law firms who or which may have represented the Claimant in connection with this workers' compensation matter. The Claimant further agrees that she shall release, hold harmless and indemnify the Employer/Carrier/Servicing Agent with regard to any and all liens for attorneys' fees and costs in this matter. The Employer/Carrier/Servicing Agent owe no attorney's fees or costs to the Claimant's attorney.

8. **CLAIMANT RESPONSIBLE FOR HEALTH INSURANCE LIENS:** The Claimant agrees that she is and will remain responsible for any and all liens imposed by group health insurance carriers and administrators. The Claimant further agrees to release, hold harmless and indemnify the Employer/Carrier/Servicing Agent with respect to any such liens.

9. **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 the Florida Workers' Compensation Act on account of the accidents, injuries, exposures or occupational diseases referenced herein. The Claimant was born on 12/2/77 and her life expectancy is 48.9 years or 2,542.8 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 \$13.73 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 would have been paid to the Claimant at a rate of \$13.73 per week over her expected lifetime. The same is true for the lump-sum payment of future medical benefits which, when reduced to present value, the parties agree is equal to \$20,000. The lump-sum consideration given for the settlement of future medical benefits is the same as if the lump sum would have been paid to the Claimant at a rate of \$7.87 per week over her expected lifetime. The Employer/Carrier/Servicing Agent's right to offset workers' compensation indemnity and medical benefits due under Florida Workers' Compensation Act against benefits payable on account of total disability under Chapter 42, *United States Code*, including benefits payable under Medicare, also is included in these calculations and has been considered by the parties in reaching this agreement.

The Claimant acknowledges that she has not relied on any representations, advice or counsel of the Employer or Carrier/ Servicing Agent, their attorneys, agents or adjusters regarding the Claimant's entitlement to Social Security, Medicare or Medicaid benefits or the impact the terms of this Stipulation & Release may have on such 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 or reimbursement for prior payments, is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the United States federal courts and is determined by federal law. As such, the United States Government is not bound by any terms of this Stipulation & Release. The Claimant has been apprised of her right to seek assistance from legal counsel of her choosing or directly from the Social Security Administration or other governmental agencies regarding the impact this Stipulation & 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 & Release.

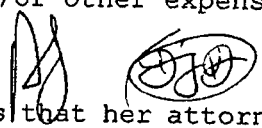
This settlement agreement represents a compromise of both undisputed and controverted entitlement to future workers' compensation medical care at the expenses of the Employer and/or Carrier/Servicing Agent pursuant to §§ 440.13 and 440.134, Fla.

Stat. 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. § 1395, as well as the Healthcare Financing Administration's entitlement to subrogation and intervention rights pursuant to 42 C.S.R. subpart C, 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 a lump sum that will foreclose the Employer/Carrier/Servicing Agent's responsibility for future payments of all work-related medical and indemnity benefits.

Further, the Claimant acknowledges that there may be some type of Social Security Disability, Medicaid and/or Medicare offset with respect to any sum of medical or indemnity benefits that the Claimant is receiving.

The Claimant accepts full responsibility for reimbursing Medicare for any and all conditional or provisional payments that Medicare has made or may make on the Claimant's behalf for services and/or other expenses causally related to the industrial accident. ~~The Claimant further agrees to indemnify, release and hold harmless the Employer/Carrier/Servicing Agent and their attorneys with regard to reimbursement to Medicare for any and all conditional or provisional payments made by Medicare or to be made by Medicare on~~

A handwritten signature or set of initials, possibly "ASD", enclosed in a hand-drawn oval.

~~the Claimant's behalf for services and/or other expenses causally related to the industrial accident.~~ 

Further, the Claimant acknowledges that her attorney has made no representation whatsoever that the Claimant will ever receive Social Security Disability, Medicaid and/or Medicare Benefits. The Claimant further acknowledges that there may be some type of Social Security Disability, Medicaid and/or Medicare offset with respect to any sum of medical or indemnity benefits that the Claimant is receiving.

The Claimant also certifies that she is not receiving Social Security benefits of any type whatsoever, is not receiving Medicare benefits, does not reasonably anticipate receipt of Social Security or Medicare benefits within the next 30 months, and does not presently have an application(s) for these benefits pending with any state or federal agency.

10. WAIVER OF PENALTIES AND INTEREST: The Claimant does hereby waive any right she may have to any and all penalties or interest on account of the alleged accident, injury, exposure or occupational disease referenced herein.

11. WAIVER OF RIGHT TO HAVE CASE HEARD BY JUDGE OF COMPENSATION CLAIMS AND RIGHT TO BRING PETITION FOR MODIFICATION: The Claimant understands that she does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits, impairment benefits, death

benefits, attorney's fees, past medical benefits, future medical benefits and rehabilitation benefits heard and decided by a Judge of Compensation Claims. The Judge will only retain the authority to hear and decide any issues involving disputes regarding this agreement.

This agreement shall not be subject to modification under § 440.28, Fla. Stat., or under any other statutory or case law authority. In the event this Stipulation & Release is later set aside, overturned, or reopened for any reason, then the Employer/Carrier/Servicing Agent are entitled to an offset of the benefits provided according to this Stipulation against any past or future monetary compensation or medical benefits or any category deemed to be due or to be paid for any past or future time period, without the limitations imposed by § 440.15(12), Fla. Stat. (2005). In the event that any part of this Stipulation & Release is ruled unconstitutional or contrary to statute or public policy, then only that part of the Stipulation & Release shall be stricken or severed from the Stipulation & Release without affecting the remaining portions of the Stipulation & Release.

12. **ALL KNOWN ACCIDENTS, INJURIES, AND OCCUPATIONAL DISEASES REVEALED AND ALL PENDING CLAIMS WITHDRAWN:** The Claimant represents and affirms that all accidents, injuries, exposures and occupational diseases known to have occurred to or been sustained by her while in the employ of the Employer herein have been

revealed. All known claims or pending claims pertaining to any and all such accidents, injuries, exposures and occupational diseases are voluntarily withdrawn with prejudice and all notices of denial pertaining thereto are hereby voluntarily withdrawn.

13. **EMPLOYER GIVEN FORMAL NOTICE OF PROPOSED LUMP-SUM SETTLEMENT:** The parties represent that the terms and conditions of this settlement have been disclosed to the Employer as is required under § 440.20(11)(b), Fla. Stat. (2003). A copy of the letter giving the Employer notice of the terms and conditions of this settlement is attached.

14. **STIPULATION NOT SUBJECT TO APPROVAL OF JUDGE OF COMPENSATION CLAIMS:** The parties clearly understand that this Stipulation & Release will neither be submitted to nor considered by a Judge of Compensation Claims. However, the parties will seek the Judge of Compensation Claims' approval of a Joint Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage, which Joint Motion the parties agree will be filed by counsel for the Employer/Carrier/Servicing Agent after this Stipulation & Release has been executed by all parties, subject also to the Claimant's execution of additional documents as may be required by the Employer/Carrier/Servicing Agent. The Claimant understands that motions for attorneys' fees have been routinely disapproved by Judges in the past and that she should not

undertake financially binding actions until formal approval is obtained.

In the event this Stipulation & Release are later set aside, overturned, or reopened for any reason, then the Employer/Carrier/ Servicing Agent reserve the right to assert any and all defenses available to them, and are entitled to an offset of the benefits provided according to this Stipulation against any past or future monetary compensation or medical benefits or any category deemed to be due or to be paid for any past or future time period, without the limitations imposed by § 440.15(12), Fla. Stat. (2005). In the event that any part of this Stipulation & Release are ruled unconstitutional or contrary to statute or public policy, then only that part of the Stipulation & Release shall be stricken or severed from the Stipulation & Release, without affecting the remaining portions of the Stipulation & Release.

15. **CLAIMANT HAS RECEIVED ADVICE AND COUNSEL:** The Claimant hereby represents and acknowledges that she has had ample opportunity to consult with and has been fully advised by her attorney of the binding nature and import, expressed and implied, of the contents of this Stipulation & Release and that she has freely and voluntarily executed this Stipulation & Release without compulsion whatsoever. The Claimant represents that nothing has been promised to her, other than the sums described hereinabove, in exchange for her Stipulation & Release of the Employer/Carrier/

Servicing Agent. The Claimant has had an opportunity to fully review this Stipulation & Release and has had the opportunity to discuss all aspects of their legal significance with her attorney. The Claimant fully and completely understands the legal significance of this agreement.

16. **ENTIRE AGREEMENT:** This Stipulation & Release contain the entire agreement between the parties and all previous negotiations leading to execution of this Stipulation & Release. In the event of a conflict between the terms or provisions of this Stipulation & Release and the terms or provisions of any prior agreement(s), the terms and provisions of this Stipulation & Release shall control and supercede the terms and provisions of the prior agreement(s).

17. **BOARD APPROVAL REQUIRED:** The parties agree and understand that this agreement is contingent upon approval of its terms by the Manatee County Board of County Commissioners. If the Board fails or refuses to approve the terms of the agreement, then this Stipulation & Release and any prior agreement pertaining to same shall be deemed to be null and void *ab initio*.

18. **APPROVAL REQUIRED BY OFFICE OF MANATEE COUNTY ATTORNEY:** The parties agree and understand that this Stipulation & Release also is contingent upon approval of its terms by the Office of the Manatee County Attorney. If the Manatee County Attorney or his designee fails or refuses to approve the terms of



the agreement, then this Stipulation & Release and any prior agreement pertaining to same shall be deemed to be null and void *ab initio*.

19. **OBLIGATION UNDER FLORIDA PUBLIC RECORDS LAWS:** Upon execution of this Stipulation & Release, the Claimant warrants, represents, understands and agrees that any information contained within will be subject to disclosure by the parties herein and subject to further disclosure by others, under the Florida Public Records Laws and the Constitution of the State of Florida, and is not protected by any privacy laws or regulations.

20. **PAYMENT DUE:** The Employer/Carrier/Servicing Agent shall issue the aforementioned lump sum payment to the Claimant in care of her attorney no later than <sup>14</sup>~~30~~ days after the Office of the Judge of Compensation Claims <sup>E-mails</sup> mails to the parties a signed and conformed Order Under § 440.20(11)(c), (d) & (e), Fla. Stat. (2003). Payment shall be deemed complete upon mailing via the United States Postal Service or its substantial equivalent, or via hand delivery, or via electronic banking deposit, at the election of the Employer/Carrier/Servicing Agent.


21. **COUNTERPARTS:** This Agreement may be executed in counterparts and all so executed shall constitute an agreement binding on all the parties hereto, notwithstanding that all the parties hereto are not signatories to the original or to the same

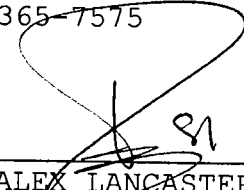
counterpart. Facsimile signatures shall be as effective as original signatures.

.....

Dated: 5-4-11 Dated: 5/11

Lancaster & Eure, P.A.  
P.O. Drawer 4257  
Sarasota, FL 34230-4257  
941-365-7575

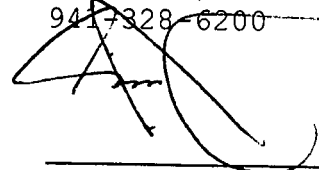
  
TRISHA L. PRATT  
Employee/Claimant

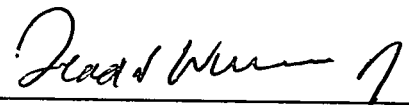
  
By: ALEX LANCASTER, ESQ.  
Fla. Bar No.: 159275  
Attorneys for Employee/  
Claimant

Dated: MAY 25, 2011 Dated: 7/25/11

Pallo, Marks, Hernandez,  
Gechijian & DeMay, P.A.  
5652 Marquesas Circle  
Sarasota, FL 34233-3331  
941-7328-6200

Manatee County Attorney's Office  
P.O. Box 1000  
Bradenton, FL 34206-1000  
941-745-3750

  
By: DANIEL J. DeMAY, ESQ.  
Fla. Bar No.: 764728  
Attorneys for Employer/  
Carrier/Servicing Agent

  
By: TEDD N. WILLIAMS, JR., ESQ.  
County Attorney  
(or his designee)  
Fla. Bar No.: 176930  
Attorney for Employer

A F F I D A V I T

State of Florida  
County of Sarasota

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared TRISHA L. PRATT, who  is personally known to me or  was identified by driver's license number P630812779420 on this 4th day of May, 2011, and who, upon being duly sworn, certifies that the information furnished by her as incorporated in the foregoing Stipulation & Release is true and correct and that she has  read the Stipulation & Release or  had the Stipulation & Release read to her and believes the lump sum settlement to be in her best interest.

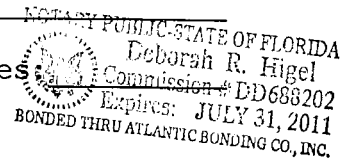
Deborah R. Higel  
Notary Public  
State of Florida

Printed name: Deborah R. Higel

Commission No.: \_\_\_\_\_

My commission expires \_\_\_\_\_

(SEAL)



## GENERAL RELEASE

**TRISHA L. PRATT** (hereinafter referred to as "PRATT") and **MANATEE COUNTY and MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter jointly and severally referred to as "MANATEE COUNTY") do hereby enter into this Release ("Agreement") with the intention to release each other from any and all claims and liability arising out of or in any way connected with the employment of PRATT by MANATEE COUNTY, any aspects of the employment relationship, and termination of employment of PRATT with MANATEE COUNTY.

1. For and in consideration of the sum of \$100.00, the receipt and sufficiency of which is hereby acknowledged, the undersigned PRATT does hereby fully, absolutely and unconditionally release, acquit, and forever discharge MANATEE COUNTY and any and all predecessors, successors, assigns, all affiliates, the Board of County Commissioners, all political and quasi-political subdivisions, all subsidiaries, as well as all their respective officers, directors, corporate members, employees, agents, appointees, elected officials, attorneys and representatives, past or present, from any and all claims, losses, liabilities, demands, actions, causes of action, equitable remedies, remedies at law, costs, interest, expenses, fees, including attorney's fees, contribution, compensation, right of reinstatement or any other obligations or liabilities, known or unknown, whether heretofore asserted or unasserted, arising out of, pertaining to or in any way relating to PRATT'S employment by MANATEE COUNTY or any other violation of the rights of PRATT or any facts or claims arising under the U.S. Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act (ADEA), the Rehabilitation Act of

1973, Americans with Disabilities Act (ADA), United States Constitution, the Constitution of the State of Florida, the Florida Civil Rights Act, or any and all federal, state, or local statutes, ordinances, rules, or regulations dealing with equal employment opportunity or any other aspect of the employment relationship, all from the beginning of time to the date of this Agreement.

2. By the acceptance of the consideration of this Agreement, PRATT specifically waives any right to future employment at any time with MANATEE COUNTY, its affiliates, or successors, and waives all rights under law to contest, challenge or reverse any action taken to date.

3. By the acceptance of the consideration of this agreement, PRATT specifically releases MANATEE COUNTY from all liability for retaliatory discharge as defined by federal, state, or local statute or regulation; by federal, state, or local case law precedent; or by any other legal official, quasi-judicial, or executive or administrative body, including, but not limited to, the Equal Employment Opportunity Commission (EEOC), Florida Commission on Human Relations (FCHR), and any and all county and municipal organizations charged with enforcing or interpreting any employment laws, regulations, statutes or ordinances.

4. This Agreement does not constitute an admission by MANATEE COUNTY of a violation of the Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act (ADA), or

any federal or state law(s) and MANATEE COUNTY expressly denies any such violation.

5. In any event of breach of this Release by any party, any party shall have as its exclusive remedy an action for breach of contract, injunctive relief, and attorney's fees to enforce this Release. In no case shall breach of this Agreement serve to revive any claims or alleged claims arising out of employment of PRATT by MANATEE COUNTY which are forever waived, discharged and abandoned.

6. PRATT hereby represents and acknowledges that she has had ample opportunity and has been advised to consult counsel of her choice to fully advise her of the binding nature and import, expressed and implied, of the contents of this Agreement and that she has freely and voluntarily executed this Agreement without compulsion whatsoever.

7. In addition, PRATT acknowledges that she has been given at least twenty-one (21) days within which to consider this Agreement and all rights that she may have under any and all federal and state laws relating to employment discrimination (particularly but not limited to the ADEA) and that she fully understands these rights which she waives by execution of this document.

8. PRATT has had an opportunity to fully review this Agreement and had the opportunity to discuss all the aspects of the

legal significance with her attorney, and she fully and completely understands the legal significance of this Agreement.

9. Specifically regarding the releasing of her rights under the ADEA, as amended, 29 U.S.C. Subsection 601-634, PRATT acknowledges that the law provides for a period of at least twenty-one (21) days within which to review any waiver of rights under the ADEA and allows seven (7) days after signing this agreement for her to revoke a settlement agreement.

10. This Agreement constitutes a complete understanding between PRATT and MANATEE COUNTY and the provisions of this Agreement may not be modified or superseded except upon express written mutual consent of the parties. The parties further agree that in the event that any provision of this Agreement is invalidated or found to be unenforceable by a court of competent jurisdiction, all remaining provisions of this Agreement shall continue unabated in full force and effect.

11. PRATT acknowledges that she has entered into this Agreement under seal.

By: Trisha Pratt  
TRISHA L. PRATT

The foregoing instrument was acknowledged before me this 4th day of May, 2011, by TRISHA L. PRATT, who was  personally known to me or  who has produced driver's license number P 630812 779420 as identification, and who did take an oath.

Deborah R. Higel  
NOTARY PUBLIC

State of Florida

Printed Name: Deborah R. Higel

Commission No.: \_\_\_\_\_

(SEAL)

My commission expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Deborah R. Higel  
Commission # DD688202  
Expires: JULY 31, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.



STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS  
SARASOTA DISTRICT OFFICE

EMPLOYEE/CLAIMANT:

Trisha L. Pratt  
5608 Kumquat Ave.  
North Point, FL 34291-6339

EMPLOYER:

Manatee County  
P.O. Box 1000  
Bradenton, FL 34206-1000

CARRIER/SERVICING AGENT:

Commercial Risk Management, Inc.  
P.O. Box 18366  
Tampa, FL 33679-8366

ATTORNEY FOR EMPLOYEE/CLAIMANT:

Alex Lancaster, Esq.  
Lancaster & Eure, P.A.  
P.O. Drawer 4257  
Sarasota, FL 34230-4257

ATTORNEY FOR EMPLOYER/  
SERVICING AGENT:

Daniel J. DeMay, Esq.  
Pallo, Marks, Hernandez,  
Gechijian & DeMay, P.A.  
5652 Marquesas Circle  
Sarasota, FL 34233-3331

D/A: June 2, 2010  
OJCC Case No.: 10-029327 DBB  
VENUE: Manatee County  
JUDGE: Diane B. Beck

---

**STATEMENT OF EMPLOYER'S APPROVAL OF PROPOSED SETTLEMENT UNDER  
§ 440.20(11)(c), (d) & (e), FLORIDA STATUTES (2003)**

---

1. The parties entered into a Mediation Settlement Agreement on 4/19/11, wherein the parties agreed to settle this matter under § 440.20(11)(c), (d) & (e), Fla. Stat. (2003).
2. One of the contingencies of said agreement was that the Employer must approve the negotiated settlement.
3. On behalf of the Employer, the undersigned hereby confirms that the Employer approves the parties' negotiated settlement, as more fully described in the

various documents that the parties have executed in support of said settlement.

Manatee County Attorney's Office  
P.O. Box 1000  
Bradenton, FL 34206-1000  
941-745-3750

---

By: TEDD N. WILLIAMS, JR., ESQ.  
County Attorney  
(or his designee)  
Fla. Bar No.: 176930  
Attorney for Employer

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing was electronically filed with the Office of the Judge of Compensation Claims and a true and correct copy thereof was served upon the Claimant's attorney, as follows, this \_\_\_\_\_ of \_\_\_\_\_, 2011.

The Honorable Diane B. Beck  
Judge of Compensation Claims  
6497 Parkland Drive, Suite M  
Sarasota, FL 34243-4097

Alex Lancaster, Esq.  
Lancaster & Eure, P.A.  
P.O. Drawer 4257  
Sarasota, FL 34230-4257  
**(via e-mail only)**  
karent@lancasterlawyers.com

**PALLO, MARKS, HERNANDEZ,  
GECHIJIAN & DEMAY, P.A.**  
5652 Marquesas Circle  
Sarasota, FL 34233-3331  
(941) 328-6200 Telephone  
(941) 328-6211 Facsimile

---

By: Daniel J. DeMay, Esq.  
Florida Bar No. 764728  
Attorneys for  
Employer/Servicing Agent

Replaced

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS  
SARASOTA DISTRICT OFFICE

EMPLOYEE/CLAIMANT:

Trisha L. Pratt  
5608 Kumquat Ave.  
North Point, FL 34291-6339

EMPLOYER:

Manatee County  
P.O. Box 1000  
Bradenton, FL 34206-1000

CARRIER/SERVICING AGENT:

Commercial Risk Management, Inc.  
P.O. Box 18366  
Tampa, FL 33679-8366

ATTORNEY FOR EMPLOYEE/CLAIMANT:

Alex Lancaster, Esq.  
Lancaster & Eure, P.A.  
P.O. Drawer 4257  
Sarasota, FL 34230-4257

ATTORNEY FOR EMPLOYER/  
SERVICING AGENT:

Daniel J. DeMay, Esq.  
Pallo, Marks, Hernandez,  
Gechijian & DeMay, P.A.  
5652 Marquesas Circle  
Sarasota, FL 34233-3331

D/A: June 2, 2010  
OJCC Case No.: 10-029327 DBB  
VENUE: Manatee County  
JUDGE: Diane B. Beck

---

**STIPULATION & RELEASE IN EXCHANGE FOR LUMP SUM SETTLEMENT  
UNDER § 440.20(11)(c), (d) & (e), FLORIDA STATUTES (2003)**

---

THE ABOVE-NAMED PARTIES hereby seek approval of the following agreement made for the specific purpose of discharging the Employer/Carrier/Servicing Agent from any further liability for all past and future benefits under the Florida Workers' Compensation Law in exchange for the payment of a lump sum of money to the Claimant. The parties, therefore, stipulate as follows:

1. **PARTIES:** The parties to this Stipulation & Release are **TRISHA L. PRATT** (hereinafter "Employee," "Claimant," or "Employee/Claimant"), **MANATEE COUNTY, MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS,** and **COMMERCIAL RISK MANAGEMENT, INC.,** (hereinafter "Employer/Carrier/Servicing Agent"). The parties are *sui juris*.

2. <sup>EIC 15</sup> **DESCRIPTION OF ACCIDENT:** On or about 6/2/10, the Employee contends she was injured by accident as contemplated under § 440.02(1), Fla. Stat. (2003), arising out of and in the course of employment with the Employer in Manatee County, Florida, when she was transporting a patient on a stretcher. She tried to stop the stretcher from turning over on a slope, thereby injuring her low back. However, the parties hereby stipulate and agree that it is their express intent that this instant Stipulation & Release shall pertain to and cover any and all industrial accidents, injuries, exposures and occupational diseases that the Claimant sustained while in the employ of the Employer from the beginning of time up to and inclusive of the date that the last party hereto executes this Stipulation & Release, regardless of whether the parties have specifically identified each and every accident, injury, exposure and occupational disease in this instant Stipulation & Release. References in this Stipulation & Release to a specific accident or injury shall mean any and all accidents, injuries, exposures and

occupational diseases that the Claimant may have sustained while in the employ of the Employer.

3. ELECTION OF REMEDY AND RELEASE OF EMPLOYER

LIABILITY: By entering into this settlement agreement, the parties stipulate that the Claimant has elected workers' compensation, and not tort liability, as the exclusive remedy. The parties further stipulate that as additional consideration for the payment of the settlement amount by the Employer/Carrier/Servicing Agent, the Claimant releases, waives, and settles any and all Employer liability (Coverage B and Coverage 2) causes of action.

4. AVERAGE WEEKLY WAGE AND COMPENSATION RATE:

At the time of the 6/2/10 injury specifically identified in paragraph 2, above, the Claimant's average weekly wage was \$793.67, thus making the compensation rate \$529.14 per week.

5. MAXIMUM MEDICAL IMPROVEMENT:

According to the 2001 amendments to the Workers' Compensation Act, the parties may enter into this Stipulation & Release without the Claimant having reached maximum medical improvement as a condition precedent. Therefore, the parties have not undertaken an effort to determine whether the Claimant has reached MMI. Nonetheless, the Claimant desires to enter into this Stipulation & Release and the Claimant fully understands that her medical condition may not yet be stable and that she may not yet be fully recovered from the effects of her industrial accidents, injuries, exposures or occupational diseases.

With that express understanding, the Claimant nevertheless wishes to enter into this Stipulation & Release.

6. SETTLEMENT AMOUNT AND DISCHARGE FROM LIABILITY FOR

PAST AND FUTURE COMPENSATION AND MEDICAL BENEFITS: In

consideration for the Claimant's release of the Employer/Carrier/Servicing Agent, the Employer/Carrier/Servicing Agent will pay and the Claimant agrees to accept the sum of \$34,900 in full and final satisfaction of the obligation or liability to pay all benefits of whatever kind or classification available under the Florida Workers' Compensation Law including, but not limited to, future medical benefits, monetary compensation as contemplated under § 440.15, Fla. Stat., impairment benefits, death benefits, attorney's fees, past medical benefits and rehabilitation temporary total disability benefits under § 440.491, Fla. Stat., on account of all alleged accidents, injuries, exposures and occupational diseases referenced herein. The net settlement, after deduction of attorney's fees in the amount of \$4,240, is \$30,660, less costs, which shall be allocated as follows:

(a) Past and future compensation benefits	:	\$10,660
(b) Past medical expenses	:	-0-
(c) Future medical expenses	:	\$20,000
(d) Rehabilitation expenses	:	-0-
(e) Other	:	-0-
<b>TOTAL</b>	:	<b>\$30,660</b>

Notwithstanding this Release of the Employer/Carrier/Servicing Agent, the Claimant understands that she retains the right to apply for training and education provided by the Department of Education.

Upon execution of the 4/19/11 Mediation Agreement, the Employer/Carrier/Servicing Agent were forever released and discharged from the obligation or liability to pay any and all benefits of whatever kind or classification payable under the Florida Workers' Compensation Law. All benefits ceased as of 4/19/11. Any authorized medical expenses incurred prior to 4/19/11 remain the responsibility of the Employer/Carrier/Servicing Agent.

7. **ATTORNEY'S FEES PAYABLE BY CLAIMANT AND WAIVER:** The Claimant has been represented by ALEX LANCASTER, ESQ., LANCASTER & EURE, P.A., in connection with this matter, who is entitled to a fee for legal services rendered. The parties agree that \$4,240 is a reasonable fee for such services and is equal to the guidelines for the determination of a reasonable fee as set forth in § 440.34(1), Fla. Stat. Notwithstanding the provisions of § 440.34(3)(a)-(d), Fla. Stat., the Claimant alone and not the Employer/Carrier/Servicing Agent is responsible for the payment of her own attorney's fees and costs because this settlement was made under § 440.20(11)(c), (d) & (e). The fee shall be paid from the gross settlement proceeds, thereby making the net settlement amount \$30,660, less costs. *Costs to date and subject to change are \$619.80*

The Claimant further affirms that she has not been represented by any other attorneys in connection with this workers' compensation matter. However, the Claimant stipulates that she alone, and not the Employer/Carrier/Servicing Agent, shall be responsible for the satisfaction of any attorney fee liens which have been maintained or asserted by any and all attorneys and law firms who or which may have represented the Claimant in connection with this workers' compensation matter. The Claimant further agrees that she shall release, hold harmless and indemnify the Employer/Carrier/Servicing Agent with regard to any and all liens for attorneys' fees and costs in this matter. The Employer/Carrier/Servicing Agent owe no attorney's fees or costs to the Claimant's attorney.

8. **CLAIMANT RESPONSIBLE FOR HEALTH INSURANCE LIENS:** The Claimant agrees that she is and will remain responsible for any and all liens imposed by group health insurance carriers and administrators. The Claimant further agrees to release, hold harmless and indemnify the Employer/Carrier/Servicing Agent with respect to any such liens.

9. **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 the Florida Workers' Compensation Act on account of the accidents, injuries, exposures or occupational diseases referenced herein. The Claimant was born on 12/2/77 and her life expectancy is 48.9 years or 2,542.8 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 \$13.73 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 would have been paid to the Claimant at a rate of \$13.73 per week over her expected lifetime. The same is true for the lump-sum payment of future medical benefits which, when reduced to present value, the parties agree is equal to \$20,000. The lump-sum consideration given for the settlement of future medical benefits is the same as if the lump sum would have been paid to the Claimant at a rate of \$7.87 per week over her expected lifetime. The Employer/Carrier/Servicing Agent's right to offset workers' compensation indemnity and medical benefits due under Florida Workers' Compensation Act against benefits payable on account of total disability under Chapter 42, *United States Code*, including benefits payable under Medicare, also is included in these calculations and has been considered by the parties in reaching this agreement.

The Claimant acknowledges that she has not relied on any representations, advice or counsel of the Employer or Carrier/Servicing Agent, their attorneys, agents or adjusters regarding the Claimant's entitlement to Social Security, Medicare or Medicaid benefits or the impact the terms of this Stipulation & Release may have on such 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 or reimbursement for prior payments, is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the United States federal courts and is determined by federal law. As such, the United States Government is not bound by any terms of this Stipulation & Release. The Claimant has been apprised of her right to seek assistance from legal counsel of her choosing or directly from the Social Security Administration or other governmental agencies regarding the impact this Stipulation & 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 & Release.

This settlement agreement represents a compromise of both undisputed and controverted entitlement to future workers' compensation medical care at the expenses of the Employer and/or Carrier/Servicing Agent pursuant to §§ 440.13 and 440.134, Fla.

Stat. 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. § 1395, as well as the Healthcare Financing Administration's entitlement to subrogation and intervention rights pursuant to 42 C.S.R. subpart C, 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 a lump sum that will foreclose the Employer/Carrier/Service Agent's responsibility for future payments of all work-related medical and indemnity benefits.

Further, the Claimant acknowledges that there may be some type of Social Security Disability, Medicaid and/or Medicare offset with respect to any sum of medical or indemnity benefits that the Claimant is receiving.

The Claimant accepts full responsibility for reimbursing Medicare for any and all conditional or provisional payments that Medicare has made or may make on the Claimant's behalf for services and/or other expenses causally related to the industrial accident. ~~The Claimant further agrees to indemnify, release and hold harmless the Employer/Carrier/Service Agent and their attorneys with regard to reimbursement to Medicare for any and all conditional or provisional payments made by Medicare or to be made by Medicare on~~

~~the Claimant's behalf for services and/or other expenses causally related to the industrial accident.~~

~~Further, the Claimant acknowledges that her attorney has made no representation whatsoever that the Claimant will ever receive Social Security Disability, Medicaid and/or Medicare Benefits. The Claimant further acknowledges that there may be some type of Social Security Disability, Medicaid and/or Medicare offset with respect to any sum of medical or indemnity benefits that the Claimant is receiving.~~

~~The Claimant also certifies that she is not receiving Social Security benefits of any type whatsoever, is not receiving Medicare benefits, does not reasonably anticipate receipt of Social Security or Medicare benefits within the next 30 months, and does not presently have an application(s) for these benefits pending with any state or federal agency.~~

~~10. WAIVER OF PENALTIES AND INTEREST: The Claimant does hereby waive any right she may have to any and all penalties or interest on account of the alleged accident, injury, exposure or occupational disease referenced herein.~~

~~11. WAIVER OF RIGHT TO HAVE CASE HEARD BY JUDGE OF COMPENSATION CLAIMS AND RIGHT TO BRING PETITION FOR MODIFICATION: The Claimant understands that she does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits, impairment benefits, death~~

benefits, attorney's fees, past medical benefits, future medical benefits and rehabilitation benefits heard and decided by a Judge of Compensation Claims. The Judge will only retain the authority to hear and decide any issues involving disputes regarding this agreement.

This agreement shall not be subject to modification under § 440.28, Fla. Stat., or under any other statutory or case law authority. In the event this Stipulation & Release is later set aside, overturned, or reopened for any reason, then the Employer/Carrier/Servicing Agent are entitled to an offset of the benefits provided according to this Stipulation against any past or future monetary compensation or medical benefits or any category deemed to be due or to be paid for any past or future time period, without the limitations imposed by § 440.15(12), Fla. Stat. (2005). In the event that any part of this Stipulation & Release is ruled unconstitutional or contrary to statute or public policy, then only that part of the Stipulation & Release shall be stricken or severed from the Stipulation & Release without affecting the remaining portions of the Stipulation & Release.

12. ALL KNOWN ACCIDENTS, INJURIES, AND OCCUPATIONAL DISEASES REVEALED AND ALL PENDING CLAIMS WITHDRAWN: The Claimant represents and affirms that all accidents, injuries, exposures and occupational diseases known to have occurred to or been sustained by her while in the employ of the Employer herein have been

revealed. All known claims or pending claims pertaining to any and all such accidents, injuries, exposures and occupational diseases are voluntarily withdrawn with prejudice and all notices of denial pertaining thereto are hereby voluntarily withdrawn.

13. **EMPLOYER GIVEN FORMAL NOTICE OF PROPOSED LUMP-SUM SETTLEMENT:** The parties represent that the terms and conditions of this settlement have been disclosed to the Employer as is required under § 440.20(11)(b), Fla. Stat. (2003). A copy of the letter giving the Employer notice of the terms and conditions of this settlement is attached.

14. **STIPULATION NOT SUBJECT TO APPROVAL OF JUDGE OF COMPENSATION CLAIMS:** The parties clearly understand that this Stipulation & Release will neither be submitted to nor considered by a Judge of Compensation Claims. However, the parties will seek the Judge of Compensation Claims' approval of a Joint Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage, which Joint Motion the parties agree will be filed by counsel for the Employer/Carrier/Servicing Agent after this Stipulation & Release has been executed by all parties, subject also to the Claimant's execution of additional documents as may be required by the Employer/Carrier/Servicing Agent. The Claimant understands that motions for attorneys' fees have been routinely disapproved by Judges in the past and that she should not

undertake financially binding actions until formal approval is obtained.

In the event this Stipulation & Release are later set aside, overturned, or reopened for any reason, then the Employer/Carrier/ Servicing Agent reserve the right to assert any and all defenses available to them, and are entitled to an offset of the benefits provided according to this Stipulation against any past or future monetary compensation or medical benefits or any category deemed to be due or to be paid for any past or future time period, without the limitations imposed by § 440.15(12), Fla. Stat. (2005). In the event that any part of this Stipulation & Release are ruled unconstitutional or contrary to statute or public policy, then only that part of the Stipulation & Release shall be stricken or severed from the Stipulation & Release, without affecting the remaining portions of the Stipulation & Release.

15. **CLAIMANT HAS RECEIVED ADVICE AND COUNSEL:** The Claimant hereby represents and acknowledges that she has had ample opportunity to consult with and has been fully advised by her attorney of the binding nature and import, expressed and implied, of the contents of this Stipulation & Release and that she has freely and voluntarily executed this Stipulation & Release without compulsion whatsoever. The Claimant represents that nothing has been promised to her, other than the sums described hereinabove, in exchange for her Stipulation & Release of the Employer/Carrier/

Servicing Agent. The Claimant has had an opportunity to fully review this Stipulation & Release and has had the opportunity to discuss all aspects of their legal significance with her attorney. The Claimant fully and completely understands the legal significance of this agreement.

16. **ENTIRE AGREEMENT:** This Stipulation & Release contain the entire agreement between the parties and all previous negotiations leading to execution of this Stipulation & Release. In the event of a conflict between the terms or provisions of this Stipulation & Release and the terms or provisions of any prior agreement(s), the terms and provisions of this Stipulation & Release shall control and supercede the terms and provisions of the prior agreement(s).

17. **BOARD APPROVAL REQUIRED:** The parties agree and understand that this agreement is contingent upon approval of its terms by the Manatee County Board of County Commissioners. If the Board fails or refuses to approve the terms of the agreement, then this Stipulation & Release and any prior agreement pertaining to same shall be deemed to be null and void *ab initio*.

18. **APPROVAL REQUIRED BY OFFICE OF MANATEE COUNTY ATTORNEY:** The parties agree and understand that this Stipulation & Release also is contingent upon approval of its terms by the Office of the Manatee County Attorney. If the Manatee County Attorney or his designee fails or refuses to approve the terms of



the agreement, then this Stipulation & Release and any prior agreement pertaining to same shall be deemed to be null and void *ab initio*.

19. **OBLIGATION UNDER FLORIDA PUBLIC RECORDS LAWS:** Upon execution of this Stipulation & Release, the Claimant warrants, represents, understands and agrees that any information contained within will be subject to disclosure by the parties herein and subject to further disclosure by others, under the Florida Public Records Laws and the Constitution of the State of Florida, and is not protected by any privacy laws or regulations.

20. **PAYMENT DUE:** The Employer/Carrier/Servicing Agent shall issue the aforementioned lump sum payment to the Claimant in care of her attorney no later than <sup>14</sup>~~30~~ days after the Office of the Judge of Compensation Claims <sup>E-mails</sup>~~mails~~ to the parties a signed and conformed Order Under § 440.20(11)(c), (d) & (e), Fla. Stat. (2003). Payment shall be deemed complete upon mailing via the United States Postal Service or its substantial equivalent, or via hand delivery, or via electronic banking deposit, at the election of the Employer/Carrier/Servicing Agent.

21. **COUNTERPARTS:** This Agreement may be executed in counterparts and all so executed shall constitute an agreement binding on all the parties hereto, notwithstanding that all the parties hereto are not signatories to the original or to the same

counterpart. Facsimile signatures shall be as effective as original signatures.

.....

Dated: 5-4-11 Dated: 5/4/11

Lancaster & Eure, P.A.  
P.O. Drawer 4257  
Sarasota, FL 34230-4257  
941-365-7575

Trisha Pratt  
TRISHA L. PRATT  
Employee/Claimant

[Signature]  
By: ALEX LANCASTER, ESQ.  
Fla. Bar No.: 159275  
Attorneys for Employee/  
Claimant

Dated: MAY 25, 2011 Dated: \_\_\_\_\_

Pallo, Marks, Hernandez,  
Gechijian & DeMay, P.A.  
5652 Marquesas Circle  
Sarasota, FL 34233-3331  
941-7328-6200

Manatee County Attorney's Office  
P.O. Box 1000  
Bradenton, FL 34206-1000  
941-745-3750

[Signature]  
By: DANIEL J. DeMAY, ESQ.  
Fla. Bar No.: 764728  
Attorneys for Employer/  
Carrier/Servicing Agent

[Signature]  
By: TEDD N. WILLIAMS, JR., ESQ.  
County Attorney  
(or his designee)  
Fla. Bar No.: 176930  
Attorney for Employer

A F F I D A V I T

State of Florida

County of Sarasota

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared TRISHA L. PRATT, who  is personally known to me or  was identified by driver's license number P630812779420 on this 4th day of May, 2011, and who, upon being duly sworn, certifies that the information furnished by her as incorporated in the foregoing Stipulation & Release is true and correct and that she has  read the Stipulation & Release or  had the Stipulation & Release read to her and believes the lump sum settlement to be in her best interest.

Deborah R. Higel  
Notary Public  
State of Florida

Printed name: Deborah R. Higel

Commission No.: \_\_\_\_\_

My commission expires \_\_\_\_\_

(SEAL)

