

February 26, 2013, Regular Meeting  
Agenda Item #8

Subject

Richard Murray v. Manatee County Sheriff's Office, OJCC Case #11-016142

Briefings

None

Contact and/or Presenter Information

Ray Carter, Risk Manager, 941-745-3750

**APPROVED** in Open Session  
Approved 2/26/2013  
Manatee County Board of County  
Commissioners

Action Requested

Motion to authorize the County Attorney's Office, Division of Risk Management, to settle the claim of Richard Murray v. Manatee County Sheriff's Office for the amount of \$25,000.00. This amount includes \$100.00 for a General Release.

Enabling/Regulating Authority

Florida Statute 440 and Manatee County Ordinance 08-49.

Background Discussion

Richard Murray is 61 years old and was employed as a sergeant with the Sheriff's Office. He was hired on 4/1/1997. He terminated his employment with the Sheriff's Office on 12/17/2012.

Mr. Murray filed claims, for four dates of accident, under the Florida Heart and Lung Bill: 11/5/99, 2/15/10, 9/14/10 and 1/27/12.

The Heart and Lung Bill (F.S. 112.18) is designed to offer added legal protection for police, fireman and correctional officers who suffer with heart disease, high blood pressure or tuberculosis. This is also commonly known as "The Presumption Statute." It is presumed that the condition has been suffered in the line of duty unless the contrary can be shown by competent evidence. This is a higher standard than other claims filed under Workers' Compensation.

All four claims were denied on the basis that the claimant had pre-existing coronary artery disease at the time of hire. While employed by the Sheriff's Office he had an angioplasty with stent replacement and open heart surgery. He continues to need ongoing treatment.

The claimant is represented by Tonya Oliver, Esq. with the firm, Bichler, Kelley, Oliver and Longo, P.A. Attorney Oliver is well versed in this area of law. This firm is well-known in Florida for their handling of cases involving the Heart and Lung Bill. The County's counsel is Daniel DeMay, Esq. Following negotiations, we entered into an agreement for a lump sum settlement in the amount of \$25,000.00 inclusive of attorney's fees and costs. The amount of \$100.00, part of the settlement, is for the General Release. This settlement agreement is contingent on the approval of the Board of County Commissioners.

By settling the claim, we avoid the risk of an unfavorable outcome in front of the Judge of Compensation Claims. An unfavorable outcome would be extremely costly for the County. The exposure for past medical costs would be estimated at \$250,000.00. Future benefits for ongoing medical treatment could run

\$37,000.00 per year. This does not include exposure for lost wages. Litigation costs are another consideration.

The County Attorney believes that the settlement is in the best interest of the Board and requests authorization to settle this claim for a total of \$25,000.00. The County Attorney further requests authorization from the Board to allow the County Attorney or his designee to execute all settlement documents.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

There is no opinion memo submitted on this matter. This is a Workers' Compensation Division/County Attorney's Office Item.

Reviewing Attorney

N/A

Instructions to Board Records

Please send a copy of the approved memo to Ray Carter, Risk Manager ([raymond.carter@mymanatee.org](mailto:raymond.carter@mymanatee.org)).

Emailed 3/4/13 vt

Cost and Funds Source Account Number and Name

\$25,000.00 to be paid from fund 5050001300 Self Insurance Fund Workers Compensation.

Amount and Frequency of Recurring Costs

\$25,000 one time payment only

Attachment: [Murray stipulation.pdf](#)

Attachment: [Murray affidavit.pdf](#)

Attachment: [Murray general release.pdf](#)

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

EMPLOYEE/CLAIMANT:

Richard Murray  
1411 6th Street W.  
Palmetto, FL 34221-4413

EMPLOYER:

Manatee County Sheriff's Office  
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:

Tonya A. Oliver, Esq.  
Bichler, Kelley, Oliver & Longo, PLLC  
8147 Copernicus Way, Suite 103  
Trinity, FL 34655-1796

ATTORNEY FOR EMPLOYER/CARRIER/  
SERVICING AGENT:

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

D/A: 11/5/99, 2/15/10,  
9/14/10 & 1/27/12  
OJCC CASE NO.: 11-016142DBB  
VENUE: Manatee County  
JUDGE: Diane B. Beck

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

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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 **RICHARD MURRAY** (hereinafter "Employee," "Claimant," or "Employee/Claimant"), **MANATEE**

COUNTY SHERIFF'S OFFICE, MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS, and COMMERCIAL RISK MANAGEMENT, INC. (hereinafter "Employer/Carrier/Servicing Agent"). The parties are *sui juris*.

2. **DESCRIPTION OF ACCIDENTS:** On or about 11/5/99, 2/15/10, 9/14/10 and 1/27/12, the Employee contends he was injured by accident as contemplated under §§ 112.18, 440.02(1) & 440.151, *et al.*, Fla. Stat. (2003), arising out of and in the course of employment with the Employer in Manatee County, Florida, when he suffered from disabling arterial and cardiovascular hypertension and heart disease. The Employer/Carrier/Servicing Agent have not accepted the compensability of any or all of these alleged accidents, injuries or conditions. The Employer/Carrier/Servicing Agent have denied these claims in their entirety. 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 against the Employer. 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 2/15/10 alleged injury specifically identified in paragraph 2, above, the Claimant's average weekly wage was \$1,406.79, thus making the compensation rate \$772 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 his medical condition may not yet be stable and that he may not yet be fully recovered from the effects of his 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 \$24,900 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 \$3,240, is \$21,660, less costs, which shall be allocated as follows:

(a)	Past and future compensation benefits	: \$ 5,000
(b)	Past medical expenses	: 5,000
(c)	Future medical expenses	: 11,660
(d)	Rehabilitation expenses	: -0-
(e)	Other	: -0-
	<b>NET TO CLAIMANT</b>	<b>: \$ 21,660</b>

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

The parties agree that upon the date this Stipulation & Release becomes fully executed by all parties, the Employer/Carrier/Service Agent will be 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, both past and future which may result from the claim herein as well as any additional or new workers' compensation claims that the Claimant may pursue against any past or subsequent employers that involve(s) injury, reinjury, aggravation of the injuries claimed in this case, whether they are of a temporary or permanent basis, and for which a claim for contribution, reimbursement and/or exoneration is made pursuant to § 440.42(4), Fla. Stat.

Should any claims be made against the Employer/Carrier/Service Agent for contribution, exoneration or apportionment pursuant to § 440.42(4), Fla. Stat., the Claimant agrees to indemnify

and hold the Employer/Carrier/Servicing Agent harmless from and against any such claims and agrees to reimburse the Employer/Carrier/Servicing Agent for any and all costs, expenses, including attorney's fees and/or sums that the Employer/Carrier/Servicing Agent may incur or be compelled to pay by way of court order and/or settlement.

In any such action by any person, party, employer, carrier or servicing agent, the Employer/Carrier/Servicing Agent herein will have the right to defend themselves and/or settle such actions that may arise from a claim pursuant to § 440.42(4), Fla. Stat., and the Claimant herein agrees that these actions undertaken by the Employer/Carrier/Servicing Agent herein shall not affect the Claimant's duty to indemnify and hold the Employer/Carrier/Servicing Agent harmless for their costs and/or attorney's fees, or for any amounts paid, including any settlement.

7. **ATTORNEY'S FEES PAYABLE BY CLAIMANT AND WAIVER:** The Claimant has been represented by TONYA A. OLIVER, ESQ., BICHLER, KELLEY, OLIVER & LONGO, PLLC, in connection with this matter, who is entitled to a fee for legal services rendered. The parties agree that \$3,240 is a reasonable fee for such services and is within 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 his 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 settlement proceeds, thereby making the net settlement amount \$21,660, less costs in the amount of \$1,979.30.

The Claimant previously was represented by RICHARD A. LOVESKY, ESQ., RICHARD ANTON LOVESKY, P.A. Pursuant to the Motion to Withdraw and Notice of Lien as filed by

Attorney Lovesky on or about 8/18/11, Mr. Lovesky maintained a lien with regard to this matter. The Claimant, through Attorney Oliver, has agreed to accept complete responsibility for the satisfaction of said lien and shall release, hold harmless and indemnify the Employer/Carrier/Servicing Agent with regard to said lien. The Claimant stipulates that he 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 Employer/Carrier/Servicing Agent owe no attorney's fees or costs to the Claimant's attorneys.

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

The Claimant understands that he does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits, impairment benefits, death benefits, 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.

9. **CLAIMANT RESPONSIBLE FOR HEALTH INSURANCE CLAIMS:**

The Claimant agrees that he is and will remain responsible for any claims for reimbursement made by any group health insurance carriers and/or administrators. The Claimant further agrees to release, hold harmless and indemnify the Employer/Carrier/Servicing Agent with respect to any such claims.

10. **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 4/23/51 and his life expectancy is 20.3 years or 1,055.6 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 \$23.59 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 \$23.59 per week over his 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 \$11,660. 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 \$11.05 per week over his 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 he 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 his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other governmental agencies regarding the impact 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.

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.

The Claimant alone is responsible for funding a Medicare Set-Aside allocation, if same is required by the Centers for Medicare & Medicaid Services. The Claimant further agrees to indemnify, release and hold harmless the Employer/Carrier/Service Agent and their attorneys in the event the Claimant fails or refuses to fund and properly administer a Medicare Set-Aside allocation, in the event same is required by the Centers for Medicare & Medicaid Services.

Further, the Claimant acknowledges that his 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 he 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.

The Claimant further acknowledges that if Chapter 440, Florida Statutes, as amended effective October 1, 2003, is found to be unconstitutional, his benefits could be greater than the benefits available to him at the time of this instant settlement. Knowing this, the Claimant nevertheless chooses to settle his case as set forth herein in this instant Stipulation & Release.

11. **WAIVER OF PENALTIES AND INTEREST:** The Claimant does hereby waive any right he may have to any and all penalties or interest on account of the alleged accidents, injuries, exposures or occupational diseases referenced herein.

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 him 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/Service 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/Service Agent. The Claimant understands that motions for attorneys' fees have been routinely disapproved by Judges in the past and that he should not undertake financially binding actions until formal approval is obtained.

In the event this Stipulation & Release is later set aside, overturned, or reopened for any reason, then the Employer/Carrier/Service 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 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.

15. **CLAIMANT HAS RECEIVED ADVICE AND COUNSEL:** The Claimant hereby represents and acknowledges that he has had ample opportunity to consult with and has been fully advised by his attorney of the binding nature and import, expressed and implied, of the contents of this Stipulation & Release and that he has freely and voluntarily executed this Stipulation & Release without compulsion whatsoever. The Claimant represents that nothing has been promised to him, other than the lump sum described hereinabove, in exchange for his Stipulation & Release of the Employer/Carrier/Service Agent. The Claimant has had an opportunity to fully review this Stipulation & Release and has had the opportunity to discuss all aspects of its legal significance with his attorney. The Claimant fully and completely understands the legal significance of this agreement.

16. **ENTIRE AGREEMENT:** This Stipulation & Release contains 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 supersede the terms and provisions of the prior agreement(s).

17. **APPROVAL REQUIRED BY OFFICE OF MANATEE COUNTY ATTORNEY:** The parties agree and understand that this Stipulation & Release is contingent upon approval of the 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*.

18. **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*.

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/Service Agent shall issue the aforementioned lump sum payment to the Claimant in care of his attorney no later than 14 days after the Office of the Judge of Compensation Claims electronically 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/Service Agent.

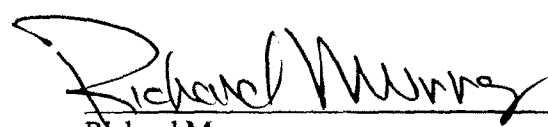
21. **COUNTERPARTS**: This Agreement may be executed in counterparts and all so executed shall constitute an agreement binding on all the parties hereto, notwithstanding that all the parties hereto are not signatories to the original or to the same counterpart. Facsimile signatures shall be as effective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

\* \* \* \* \*

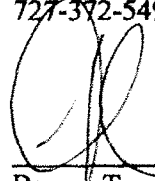
Dated: 12-12-12

Dated: 12/14/12

Bichler, Kelley, Oliver & Longo, PLLC  
8147 Copernicus Way, Suite 103  
Trinity, FL 34655-1796  
727-372-5490



Richard Murray  
Employee/Claimant



By: Tonya A. Oliver, Esq.  
Fla. Bar No.: 0163181  
Attorneys for Employee/Claimant

Dated: \_\_\_\_\_

Dated: January 28, 2013

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

Pallo, Marks, Hernandez,  
Gechijian & DeMay, P.A.  
5652 Marquesas Circle  
Sarasota, FL 34233-3331  
941-328-6200



By: Mitchell O. Palmer, Esq.  
County Attorney  
(or his designee)  
Fla. Bar No.: 351873  
Attorney for Employer

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



**AFFIDAVIT**

State of Florida

County of Manatee

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared RICHARD MURRAY, who  is personally known to me or  was identified by driver's license number \_\_\_\_\_ on this 12th day of December, 2012, and who, upon being duly sworn, certifies that the information furnished by him as incorporated in the foregoing Stipulation & Release is true and correct and that he has  read the Stipulation & Release or  had the Stipulation & Release read to him and believes the lump sum settlement to be in his best interest.



Notary Public

State of Florida

Printed Name: Heidi M. Tidd

Commission Expires  **HEIDI M TIDD**  
MY COMMISSION # DD983446  
EXPIRES June 14, 2014  
(407) 398-0153 FloridaNotaryService.com

(SEAL)

## GENERAL RELEASE

**RICHARD MURRAY** (hereinafter referred to as "MURRAY") and the **MANATEE COUNTY SHERIFF'S OFFICE** and the **MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as "MANATEE") 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 MURRAY by MANATEE, any aspects of the employment relationship, and termination of employment of MURRAY with MANATEE.

1. For and in consideration of the sum of \$100.00, the receipt and sufficiency of which is hereby acknowledged, the undersigned MURRAY does hereby fully, absolutely and unconditionally release, acquit, and forever discharge MANATEE and any and all predecessors, successors, assigns, all affiliates, the Manatee County Sheriff, the Manatee County 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 MURRAY'S employment by MANATEE or any other violation of the rights of MURRAY 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. MURRAY acknowledges that no taxes of any type were, or will be, deducted from the payment made herein. MURRAY understands that he shall be liable for any taxes due and owing to any governmental agency in association with payments received under this Agreement, and agrees to hold MANATEE harmless and to indemnify it against such claims, inclusive of attorney's fees and costs.

3. MURRAY understands and agrees that this Release shall not prevent MURRAY from pursuing claims against third parties provided that any such claim does not, in any way, result in additional cost to or liability for MANATEE. Therefore, MURRAY further agrees that if he files or has filed any suit or makes any claim against any third party, including but not limited to current or former employees of MANATEE, seeking damages allegedly incurred in the incident(s) that led to his injury, or any other injuries allegedly incurred during his employment, that he will indemnify MANATEE from all costs and expenses, including attorney's fees, that MANATEE may incur in connection with or arising out of such third party lawsuit, including any suits, claims or causes of action by any person or party seeking indemnification or contribution from MANATEE. In any such action, MANATEE will have a right to defend itself and/or settle such action, and MURRAY agrees that this will not affect his duty to indemnify MANATEE for its costs and/or attorney's fees, or for any amounts paid, including any settlement.

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

5. By the acceptance of the consideration of this agreement, MURRAY specifically releases MANATEE 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.

6. This Agreement does not constitute an admission by MANATEE 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 expressly denies any such violation.

7. 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 MURRAY by MANATEE which are forever waived, discharged and abandoned.

8. MURRAY hereby represents and acknowledges that he has had ample opportunity and has been advised to consult counsel of his choice to fully advise him of the binding nature and import, expressed and implied, of the contents of this Agreement and that he has freely and voluntarily executed this Agreement without compulsion whatsoever.

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

10. MURRAY has had an opportunity to fully review this Agreement and had the opportunity to discuss all the aspects of the legal significance with his attorney, and he fully and completely understands the legal significance of this Agreement.

11. Specifically regarding the releasing of his rights under the ADEA, as amended, 29 U.S.C. Subsection 601-634, MURRAY 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 him to revoke a settlement agreement.

12. This Agreement constitutes a complete understanding between MURRAY and MANATEE 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.

13. The parties also specifically agree that the terms of this Agreement are wholly contingent upon the Judge of Compensation Claims' entry of an Order under § 440.20(11), Fla. Stat. (2003).

14. MURRAY acknowledges that he has entered into this Agreement under seal.

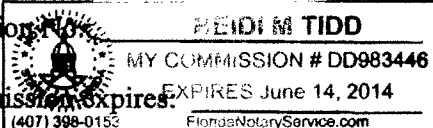
  
By: RICHARD MURRAY

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2012, by RICHARD MURRAY, who was  personally known to me or  who has produced driver's license number \_\_\_\_\_ as identification, and who did take an oath.

  
\_\_\_\_\_  
NOTARY PUBLIC

State of Florida

Printed Name: Heidi M. Tidd

Commission Expires:  **HEIDI M TIDD**  
MY COMMISSION # DD983446  
EXPIRES June 14, 2014  
(407) 398-0153 FloridaNotaryService.com


(SEAL)

Manatee County Sheriff's Office  
P.O. Box 1000  
Bradenton, FL 34206-1000

To Whom it may concern:

This letter shall serve as my formal resignation from the Manatee County Sheriff's Office, effective immediately upon the Manatee Board of County Commissioners' approval of the settlement agreement regarding my workers' compensation claims.

Signed,

  
Richard Murray

Date: 12-12-12