

**APPROVED** in Open Session

Manatee County Board of County  
Commissioners

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - February 7, 2017

2/7/17

February 7, 2017 - Regular Meeting  
Agenda Item #15

Subject

Peter D. Rampone v. Manatee County Sheriff's Office; workers' compensation claim; OJCC #14-013953

Briefings

None

Contact and/or Presenter Information

JoAnn Gallo, Senior Adjuster; ext. 3750

Action Requested

Motion to approve the settlement of the entire claim for \$111,316, inclusive of the statutory attorney's fee and a general release, and to authorize the County Attorney or his designee to execute all documentation necessary to effect the settlement, in the workers' compensation matter of Peter D. Rampone v. Manatee County Sheriff's Office.

Enabling/Regulating Authority

Florida Statutes, Chapter 440

Florida Statutes, Chapter 112.18

Manatee County Ordinance 16-26

Background Discussion

Mr. Rampone was hired by the Manatee County Sheriff's Office on 2/9/88. He retired on 4/19/13. He had been employed as a homicide detective. His date of birth is 3/21/57.

Mr. Rampone had a heart attack on 2/12/11. He was also diagnosed with hypertension. His claim meets the requirements under the Heart and Lung Bill. On 4/19/11, he had by-pass surgery. He was placed at MMI (maximum medical improvement) on 12/12/12 and was given a 20% PIR (permanent impairment rating). His current condition remains stable requiring multiple medications. A Functional Capacity Evaluation was performed and due to his hypertension it was found that he could not meet the requirements of his job title or even a modified duty position. Mr. Rampone is receiving Social Security Disability benefits.

Mr. Rampone is represented by counsel. The parties agreed to mediation that took place on 2/1/16. We were able to reach a settlement agreement, pending Board approval.

Due to the age of the MSA (Medicare set-aside allocation), we requested an update prior to sending it to CMS (Center for Medicare and Medicaid Services) for approval. The new MSA was lower and we were able to negotiate for a lesser settlement, albeit a number of months after the mediation. The current negotiated settlement amount is \$111,316.

The exposure for this claim is the required MSA amount of \$46,100. This does not include future medical for those items/treatment not covered under Medicare. There is also exposure for permanent total disability

(PTD). The present day value for PTD is \$457,396.89. The settlement agreement provides for an annuity.

The breakdown of the settlement:

• Allocate Medical:	\$46,100.00
• Allocate Indemnity:	\$52,994.40
• Attorney's fees and costs:	\$12,121.60
• General release	\$ 100.00
 Grand Total:	 \$111,316.00 (r)

It is in the County's best interest to settle this claim due to the significant exposure. The County Attorney requests the Board approve the settlement for \$111,316.00, that includes a general release, and allow the County Attorney or his designee to execute all settlement related documents.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

This is a County Attorney item.

Reviewing Attorney

Palmer

Instructions to Board Records

Emailed 2/8/17

Please send a copy of the approved memo to Linda Klasing, Risk Manager, linda.klasing@mymanatee.org

Cost and Funds Source Account Number and Name

505001200-52400

Amount and Frequency of Recurring Costs

\$111,316.00 one time

Attachment: [rampone.pdf](#)

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

EMPLOYEE/CLAIMANT:

Peter D. Rampone  
2103 41st Street Court W.  
Bradenton, FL 34205-1367

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, Oliver, Longo and Fox, PLLC  
13031 West Linebaugh Ave., Suite 102  
Tampa, FL 33626-4479

ATTORNEY FOR EMPLOYER/CARRIER/  
SERVICING AGENT:

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

D/A: February 12, 2011  
OJCC Case No.: 14-013953 DBB  
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 **PETER D. RAMPONE** (hereinafter “Employee,” “Claimant,” or “Employee/Claimant”), **MANATEE COUNTY SHERIFF’S OFFICE** (hereinafter “Employer”), **MANATEE COUNTY, A Political Subdivision of the State of Florida, MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS and COMMERCIAL RISK MANAGEMENT, INC.** (hereinafter “Carrier/Servicing Agent”).<sup>1</sup> The parties are *sui juris*.

2. **DESCRIPTION OF ACCIDENT(S):** On or about 2/12/11, the Employee contends he was injured by accident as contemplated under §§ 112.18 and 440.02(1), Fla. Stat. (2003), arising out of and in the course of employment with the Employer in Manatee County, Florida, when he suffered a myocardial infarction. 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

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<sup>1</sup> Employer participates in a self-insurance program established by MANATEE COUNTY, whereby MANATEE COUNTY provides workers’ compensation insurance coverage to Employer. It is on the basis of MANATEE COUNTY’s agreement to provide workers’ compensation insurance coverage to Employer, and not due to any employment relationship between Claimant and MANATEE COUNTY or the MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS, that MANATEE COUNTY provides said coverage and the BOARD OF COUNTY COMMISSIONERS has the authority to resolve claims that are made against Employer under the Florida Workers’ Compensation Act.

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/Service 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 2/12/11 injury specifically identified in paragraph 2, above, the Claimant's average weekly wage was \$1,388.47, thus making the compensation rate \$782 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 expected life contingent future sum of **\$111,216** 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,<sup>2</sup> 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 expected life contingent net settlement, after deduction of attorney’s fees in the amount of \$11,871.60 and costs in the amount of \$250, is \$99,094.40, which shall be allocated as follows:

(a)	Past and future compensation benefits:	\$	-0-
(b)	Past medical expenses:		-0-
(c)	Future medical expenses via Workers’ Compensation Medicare Set-Aside Arrangement: <sup>3</sup>		46,100.00
(i)	Seed money:	\$17,150.00	

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<sup>2</sup> This Stipulation & Release does not affect the Employer/Carrier/Servicing Agent’s obligations to pay for past medical benefits that have been authorized by the Employer/Carrier/ Servicing Agent. The parties agree that the Employer/Carrier/ Servicing Agent will continue to provide to the Claimant palliative, non-invasive (*i.e.*, non-surgical) authorized medical benefits until such time as the Judge of Compensation Claims enters an Order on the parties’ Joint Motion for Approval of Attorney’s Fees and Allocation of Child Support Arrearage, as more fully described within paragraph 16 of this Stipulation & Release.

<sup>3</sup> Figures represented in this subparagraph 6(c) represent the actual cost to the parties to fund the Workers’ Compensation Medicare Set-Aside Arrangement (“WCMSA”) with a combination of seed money and periodic annual payments via an annuity. Additional details of the WCMSA are contained within paragraph 7 of this Stipulation & Release.

(ii)	Cost to purchase annuity:	\$28,950.00
(d)	Rehabilitation expenses:	-0-
(e)	Cash to Claimant:	52,994.40
<b>NET TO CLAIMANT:</b>		<b>\$ 99,094.40</b>

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

Upon the date the Judge of Compensation Claims enters the Order approving the attorney's fees and child support allocation herein, the Employer/Carrier/Servicing 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/Servicing 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. **ESTABLISHMENT OF MEDICARE SET-ASIDE TRUST**: The parties agree that the Claimant will allocate from the foregoing lump sum payment the expected life contingent future amount of \$46,100 (consisting of \$17,150 in seed money plus \$28,950 used to purchase an annuity as more fully described herein) for the purpose of establishing and funding a separate Workers' Compensation Medicare Set-Aside Arrangement ("WCMSA"). The parties also agree that the Claimant will self-administer the WCMSA.

Attached hereto is Exhibit A, which describes in greater detail the parties' rights and obligations under said WCMSA. The parties understand that the Centers for Medicare & Medicaid Services ("CMS") will not give final approval of the proposed WCMSA until after CMS has received fully-executed copies of this instant Stipulation & Release and all related Exhibits, an Order from the Judge of Compensation Claims, and such other documentation that CMS may require. Attached hereto as Exhibit B is the 12/15/16 letter from CMS with regard to a proposed WCMSA in the amount of \$62,431. Exhibit B includes the document "Administering Your Structured Workers' Compensation Medicare Set-Aside Arrangement," which the Claimant has reviewed and signed. Attached hereto as Exhibit C is the "Terms and Conditions of Annuity Payments per CMS Letter dated Dec. 15, 2016." Attached hereto as Exhibit D is the "Settlement Proposal for: Peter



Rampone MSA” prepared by Ringler Associates and dated 12/23/16. Each of these Exhibits is incorporated herein.

The parties further agree that the aforementioned WCMSA will be funded from the proceeds of the expected life contingent future sum as described within paragraph 6 of this Stipulation & Release, via a combination of annual payments and seed money, the details of which are more fully described within Exhibits B, C and D. It is anticipated that the actual cost of the annuity contract will approximate \$28,950, as per Exhibit D, but the final amount will be subject to change, depending upon the date of the parties’ agreement and prevailing interest rates. However, should the cost of the annuity contract exceed \$28,950, then the Claimant may void this Agreement by giving the Employer/Carrier/Servicing Agent notice of same within 10 days after the Claimant’s receipt of notification of the increased cost requirement for the WCMSA annuity contract.

The Claimant agrees that he will fully cooperate with the Employer/Carrier/Servicing Agent and their attorneys as regards the execution of any and all releases that they may require in order to communicate with the Claimant’s physicians, CMS, the Social Security Administration, and any other persons or entities, in order to obtain final CMS approval of the proposed WCMSA. The parties also agree that, in the event that CMS should fail or refuse to provide final approval of the WCMSA, even after the Judge of Compensation Claims’ approval of the attorney’s fees and child support allocation, then either party will have 10 days within which to notify the other party in writing that the settlement is void *ab initio* and any settlement funds that had been issued will be promptly refunded by the Claimant in full to the Employer/Carrier/Servicing Agent. Thus, this Stipulation & Release is contingent upon final CMS approval of the aforementioned WCMSA.

The Claimant further agrees to indemnify, release and hold harmless the Employer/Carrier/Service Agent and their attorneys in the event the Claimant fails to properly establish, fund and/or properly self-administer the WCMSA. The Claimant further agrees to indemnify, release and hold harmless the Employer/Carrier/Service Agent and their attorneys for any and all sums that Medicare, CMS, or any of its/their agencies, may seek from the Employer/Carrier/Service Agent or their attorneys for the Claimant's failure to properly establish, fund and/or properly self-administer the WCMSA, including any court costs and attorneys' fees.

This Stipulation & Release also is contingent upon the parties' verification to their mutual satisfaction that there exist no liens for conditional payments made by Medicare, Medicaid or the Veterans Administration. Should any such lien(s) exist by Medicare, Medicaid or the Veterans Administration, then either party, prior to the date on which the Judge of Compensation Claims enters an Order on the parties' Joint Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage, as more fully described within paragraph 16 of this Stipulation & Release, may elect to satisfy the lien(s) or elect to void this Stipulation & Release by giving the other party 10 days' notice.

8. **ATTORNEY'S FEES PAYABLE BY CLAIMANT AND WAIVER**: The Claimant has been represented by TONYA A. OLIVER, ESQ., BICHLER, OLIVER, LONGO and FOX, PLLC, in connection with this matter, who is entitled to a fee for legal services rendered. The parties agree that \$11,871.60 is a reasonable fee for such services and it 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/Service 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 expected life contingent net settlement amount \$99,344.40, less the amount needed to fund the WCMSA, and less costs in the amount of \$250.

The Claimant further affirms that he has not been represented by any other attorneys in connection with this workers' compensation matter. However, 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 Claimant further agrees that he 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.

9. **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,<sup>4</sup> 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 reserve the right to assert any and all defenses available to them, and are entitled to an offset of the benefits provided

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<sup>4</sup> Except those past medical benefits that are described within footnote 2, *supra*.

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.

10. **CLAIMANT RESPONSIBLE FOR HEALTH INSURANCE LIENS AND CLAIMS:** The Claimant agrees that he is and will remain responsible for any claims for reimbursement made by and liens imposed by any group health insurance carriers and/or administrators in connection with the accidents and injuries allegedly suffered by the Claimant while employed by the Employer herein. The Claimant further agrees to release, hold harmless and indemnify the Employer/Carrier/Servicing Agent with respect to any such claims and liens.

11. **PRESENT WORTH AND POSSIBLE OFFSET FOR SOCIAL SECURITY DISABILITY BENEFITS CONSIDERED:** In reaching this agreement, the parties have considered the present value of all future payments of indemnity benefits, impairment benefits, medical benefits and death benefits potentially payable to the Claimant under the Florida Workers' Compensation Act on account of the accidents, injuries, exposures or occupational diseases referenced herein. The Claimant was born on 3/21/57 and his life expectancy is 16 years or 832 weeks. When the portion of the lump sum payment herein that is allocated to future indemnity benefits (less attorney's fees) is prorated on a weekly basis over the Claimant's life expectancy, that amount of \$52,994.40 equal to payment of future benefits at a rate of \$63.70 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 \$63.70 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 \$46,100. 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 \$55.41 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 expense of the Employer and/or Carrier/Service 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 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 acknowledges that he is receiving Social Security disability benefits and Medicare benefits. The parties acknowledge the Claimant's responsibility to protect Medicare's interests with respect to his work-related injuries. The Claimant accepts full responsibility for protecting Medicare's interests and he also releases, holds harmless and indemnifies the Employer/

Carrier/Servicing Agent in the event that the Claimant fails to protect Medicare's interests with respect to injuries that he sustained in the work-related accidents as described in Paragraph 2, above.

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.

12. **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.

13. **THIRD PARTY RECOVERY AND WAIVER OF LIEN**: On account of the injuries as noted above, the Claimant brought suit against the manufacturer of the prescription medication Pradaxa, in which action the Employer/Carrier/Servicing Agent asserted a lien. As part of this settlement, the Employer/Carrier/Servicing Agent agree to release and waive their lien on the Claimant's recovery, if any, from said third party claim. The parties agree that the Employer/Carrier/Servicing Agent's release and waiver of said lien will become effective as of the date upon which the Judge of Compensation Claims enters an Order on the parties' Joint Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage, as more fully described within paragraph 16 of this Stipulation & Release.

14. **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 his 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.

15. **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.

16. **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 he should not undertake financially binding actions until formal approval is obtained.

17. **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/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 his attorney. The Claimant fully and completely understands the legal significance of this agreement.

The parties agree that the Claimant must be living on the date on which the Judge of Compensation Claims enters the Order on the parties' Joint Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage, as more fully described within paragraph 16 of this Stipulation & Release. In the event the Claimant should predecease entry of said Order, then this Stipulation & Release and any prior agreement pertaining to same shall be deemed to be null and void *ab initio*.

18. **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 supersede the terms and provisions of the prior agreement(s).

19. **APPROVAL REQUIRED BY OFFICE OF MANATEE COUNTY ATTORNEY**: The parties agree and understand that this Stipulation & Release is contingent upon its approval by the Office of the Manatee County Attorney. If the Manatee County Attorney or his designee fails or refuses to approve and execute this Stipulation & Release, then this Stipulation & Release and any prior agreement pertaining to same shall be deemed to be null and void *ab initio*.

20. **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*.

21. **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.

22. **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 30 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. In the sole discretion of the Employer/Carrier/Service Agent, the Employer/Carrier/Service Agent may elect to issue directly to the annuity broker that portion of the aforementioned lump sum payment that the parties have designated as the amount to be used to purchase the annuity contract as more fully described within paragraph 7 of this Stipulation & Release.

23. **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: 1-11-17 Dated: 1-10-17

Bichler, Oliver, Longo and Fox, PLLC  
13031 West Linebaugh Ave., Suite 102  
Tampa, FL 33626-4479  
813-925-0076

Peter D. Rampone  
Peter D. Rampone  
Employee/Claimant

By: Tonya A. Oliver, Esq.  
Fla. Bar No.: 163181  
Attorneys for Employee/Claimant

Dated: \_\_\_\_\_ Dated: January 12, 2017

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

Pallo, Marks, Hernandez,  
Gechjian & 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 Manatee County  
Sheriff's Office; Manatee  
County, a Political Subdivision  
of the State of Florida; and  
Manatee County Board of  
County Commissioners

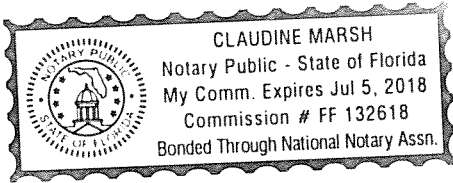
By: Daniel J. DeMay, Esq.  
Fla. Bar No.: 764728  
Attorneys for Employer/Carrier/  
Servicing Agent

AFFIDAVIT

State of Florida

County of Hillsborough

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared PETER D. RAMPONE, who  is personally known to me or  was identified by driver's license number FL Driver's License on this 11<sup>th</sup> day of January, ~~2016~~<sup>2017</sup>, and who, upon being duly sworn, certifies that the information furnished by his 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.



(SEAL)

Claud Marsh  
Notary Public

State of Florida

Printed Name: Claudine Marsh

Commission No.: FF 132618

My commission expires: 7/5/2018

## GENERAL RELEASE

This General Release (hereinafter referred to as "Release") is agreed to, and entered into, and by, between and on behalf of **PETER D. RAMPONE**, his heirs, administrators, executors, successors, assigns, agents, attorneys, and other representatives (hereinafter referred to as "Releasor"); the **MANATEE COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "Employer"); **MANATEE COUNTY, A Political Subdivision of the State of Florida** and the **MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter jointly and severally referred to as "Releasees").

**WHEREAS**, Releasor began employment with Employer in or about 1985 and has not worked for the Employer since on or about April 19, 2013; and

**WHEREAS**, Releasor claims personal injuries from a work-related accident or accidents occurring on or about Feb. 12, 2011, and further alleges that as a result of such injuries and conditions, he has been unable to return to a pre-injury employment position and has been unable to earn his pre-injury earnings; and

**WHEREAS**, Releasor has filed claims for workers' compensation benefits with the State of Florida, Division of Administrative Hearings; and

**WHEREAS**, Releasor and Employer have agreed to a settlement of Releasor's workers' compensation claims; and

**WHEREAS**, Employer participates in Releasees' self-insurance program, whereby Releasees provide workers' compensation insurance coverage to Employer; and

**WHEREAS**, it is on the basis of Releasees' agreement to provide workers' compensation insurance coverage to Employer, and not due to any employment relationship between Releasor and Releasees, that Releasees provide said coverage and have the authority to resolve claims that are made against Employer under the Florida Workers' Compensation Act; and

**WHEREAS**, the employment relationship between Employer and Releasor has been irreparably damaged; and

**WHEREAS**, Releasor and Employer desire to settle fully and finally all differences and disputes between them, including, but in no way limited to, those differences and disputes embodied in the aforementioned workers' compensation claims, and any other claims that the Releasor has, or may have, against Employer as of the date of execution of this Release, whether known or unknown.

**NOW, THEREFORE**, for and in consideration of the sum of **\$100.00**, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the premises and mutual promises contained herein, it is agreed by Releasor, Employer and Releasees as follows:

1. This Release shall not in any way be construed as an admission by the Employer or Releasees of any acts of discrimination, retaliation or other wrongdoing against Releasor or any other person, and the Employer and Releasees specifically disclaim and deny any liability to, or discrimination, retaliation or other wrongdoing against, Releasor or any other person, on the part of Employer or Releasees, their employees, agents, servants, attorneys or other representatives. Except to the extent necessary to enforce this Release, it is further agreed that neither this Release nor any part thereof is to be used or admitted into evidence in any proceeding of any character, judicial or otherwise, now pending or otherwise instituted, unless required to do so by court order.

2. Releasor represents and agrees that he has voluntarily and of his own free will resigned from employment with Employer. Releasor further agrees herein that he will not be re-employed by Employer and that Releasor will not re-apply for or otherwise seek employment with Employer or Releasees at any time, including Employer's or Releasees' predecessors, successors, assigns, all affiliates or political subdivisions.

3. Releasor represents that he has not filed any other claim or claims (including those identified in Paragraph 4, below) against Employer or Releasees, other than those which may have already been withdrawn by Releasor. Releasor further represents that he will not so file at any time hereafter any such claim or claims against Employer or Releasees and that if any such agency or court assumes jurisdiction of any claim or claims against Employer or Releasees, then Releasor will request such agency or court to withdraw from the matter, and will not participate, unless compelled by law to do so, in the agency or court processing of that matter.

4. As a material inducement for the Employer and Releasees to enter into this Release, Releasor affirms that he knowingly and voluntarily hereby irrevocably and unconditionally releases, quits, and forever discharges the Employer and Releasees, their predecessors, successors, assigns, affiliates, political subdivisions, the Manatee County Sheriff, individual members of the Board of County Commissioners, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with any of the foregoing, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, causes, losses, debts, and expenses, of any nature whatsoever, which are known or may subsequently be discovered by Releasor, including but not limited to any and all claims and causes of

action related to, connected with or arising out of Releasor's employment with Employer, including the termination of Releasor's employment.

This Release by Releasor shall include any and all claims against Employer and Releasees for discrimination or harassment based on gender, race, disability, veteran status, national origin, religion, marital status, sexual orientation, familial status, pregnancy, medical leave, genetics or genetic information, past or current health or medical condition, predisposition to a particular health or medical condition, or any other claims or causes of action based upon Releasor's employment with Employer under any federal, state, or local equal employment opportunity laws, ordinances, regulations or orders, or retaliation for filing or reporting, or attempting to file or report, such claims, including but not limited to claims under Title VII of the Civil Rights Act of 1964, Civil Rights Act of 1866 (Title 42 of the U.S. Code, Sections 1981, 1983 and 1985), the Equal Pay Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Family and Medical Leave Act, the Worker Adjustment Retraining Notification Act, the Age Discrimination in Employment Act (Title 29 of the U.S. Code, Sections 621-634), Title II of the Genetic Information Nondiscrimination Act of 2008, the Americans with Disabilities Act, the Florida Civil Rights Act, Section 440.205 of the Florida Workers' Compensation Law, or any other federal, state, or local laws or ordinances applicable to the employment relationship.

This Release by Releasor shall also include claims against Employer and Releasees under any state's law for breach of any contract, agreement or promises made prior to the date of the execution of this Release; claims for wrongful termination or discharge, retaliation, coercion or intimidation of any type including, but not limited to, claims under Florida's Labor Code, including Chapters 447 and 448, and any claim under the Florida Whistleblower Law; claims for unemployment compensation; breach of express or implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress; claims for fraud, libel, slander or invasion of privacy, including without limitation statements made concerning Releasor's termination; claims for any and all severance benefits other than payments provided for in this Release; as well as any other claims or causes of action Releasor might have against Employer or Releasees.

Releasor also waives his right to recover in any action which may be brought on his behalf by any person or entity, including any governmental agency such as the Equal Employment Opportunity Commission, Department of Labor, or the Florida Commission on Human Relations.

Releasor further releases Employer and Releasees from claims or actions regarding constitutional rights including but not limited to the right to due process, freedom of speech and equal protection, as well as claims or actions alleging violation of the right to be terminated for cause only, including but not limited to rights that may exist in law, contract, equity, ordinance or Employer policy.

5. For the purposes of implementing a full and complete release and discharge herein, Releasor expressly acknowledges that he knowingly and voluntarily intends for this Release to include in its effect, without limitation, release of all claims, known and unknown, which the Releasor may have against the Employer and Releasees as of the date of the execution of this Release, and that through this Release, the Releasor intends to extinguish the right to pursue any such claim or claims against the Employer and Releasees.

6. Releasor, Employer and Releasees represent and acknowledge that in executing this Release, no other promises, agreements, representations or statements have been made by anyone on behalf of either party, or by any of their respective agents, representatives or attorneys with regard to the subject matter, basis or effect of this Release, aside from those contained within this Release, and that this Release comprises the parties' entire agreement, and supersedes any and all prior agreements or understandings between the parties.

7. This Release shall be binding upon, and inure to the benefit of, the Releasor, the Employer and Releasees.

8. This Release is made and entered into in the State of Florida, and shall in all respects be interpreted, enforced, and governed by the laws of the State of Florida. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, not strictly for or against either party, and it is expressly understood that any rule requiring construction of the document against its drafter shall not be applied in this case.

9. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of the Release.

10. Releasor, Employer and Releasees represent and agree that all aspects of the Release have been thoroughly discussed with their respective legal counsel, that all provisions hereof have been carefully read and are fully understood, and that this Release is knowingly and voluntarily being entered into by the Releasor, Employer and Releasees.

11. Releasor acknowledges that no taxes of any type were deducted from the payments made to Releasor for damages, attorney's fees, and costs. Releasor understands that he shall be liable for any other tax due and owing to any governmental agency in association with payments received under this Release, and agrees to hold Employer and Releasees harmless against such claims.



12. Releasor, Employer and Releasees agree that this Release shall not prevent Releasor from pursuing claims against third parties provided that any such claim does not, in any way, result in additional cost to or liability for Employer or Releasees. Therefore, Releasor 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 Employer, seeking damages allegedly incurred in the incident that led to his injury, or any other injuries allegedly incurred during his employment, that he will indemnify, defend and hold harmless Employer and Releasees from all costs and expenses, including attorney's fees, that Employer and Releasees 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 Employer and Releasees. In any such action, Employer and Releasees will have a right to defend themselves and/or settle such action, and Releasor agrees that this will not affect his duty to indemnify, defend and hold harmless Employer and Releasees for their costs and/or attorney's fees, or for any amounts paid, including any settlement.

13. Releasor acknowledges that he has twenty-one (21) days to consider this Release from the date he or his attorney receives it, and is allowed seven (7) days after signing this Release to revoke it by: 1) delivering to the Manatee County Attorney's Office a written revocation and, 2) tendering back the monetary consideration paid by Employer and Releasees for the waiver granted in this Release (as set forth on page 2, above); and with the understanding that such a revocation would make all provisions of the Release null and void, and with the understanding that under the "tender-back doctrine," no court action may be maintained by Releasor subsequent to a revocation unless and until Releasor tenders back all consideration paid by Employer and Releasees for the waivers and other benefits granted to it in this Release.

PLEASE READ THIS RELEASE CAREFULLY. IT CONTAINS A RELEASE OF ALL CLAIMS, KNOWN AND UNKNOWN, WHICH RELEASOR MAY HAVE AS OF THE DATE RELEASOR SIGNS THIS RELEASE.

BY SIGNING THIS RELEASE, RELEASOR ACKNOWLEDGES THAT HE HAS READ THIS RELEASE OF ALL CLAIMS; UNDERSTANDS THE TERMS AND CONDITIONS OF THE RELEASE; AND IS KNOWINGLY AND VOLUNTARILY ENTERING INTO IT. RELEASOR FURTHER ACKNOWLEDGES THAT IN EXCHANGE FOR ENTERING INTO THIS RELEASE, RELEASOR HAS RECEIVED FROM THE EMPLOYER AND RELEASEES GOOD, VALUABLE, ADEQUATE AND SUFFICIENT CONSIDERATION, AS DESCRIBED HEREIN, WHICH IS ABOVE AND BEYOND THAT TO WHICH RELEASOR WAS ALREADY ENTITLED.

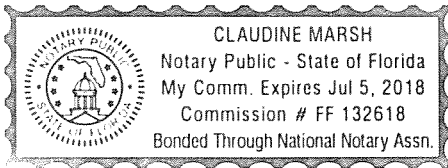
RELEASOR FURTHER ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF HIS RIGHT TO HAVE AT LEAST 21 DAYS TO CONSIDER THE RELEASE, BUT THAT RELEASOR MAY EXECUTE THE RELEASE BEFORE THAT TIME EXPIRES. THE

RELEASOR UNDERSTANDS THAT HE MAY REVOKE ACCEPTANCE OF THE RELEASE AT ANY TIME DURING THE SEVEN DAYS IMMEDIATELY FOLLOWING THE EXECUTION OF THE RELEASE, BUT AFTER THAT TIME THE RELEASE SHALL BE IRREVOCABLE AND ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

RELEASOR IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS RELEASE AND ACKNOWLEDGES THAT HE HAS IN FACT REVIEWED IT WITH AN ATTORNEY PRIOR TO SIGNING IT.

By: Peter D Rampone  
Peter D. Rampone

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, <sup>2017</sup> 2016, by **PETER D. RAMPONE**, who was  personally known to me or  has produced driver's license number FL Driver's License as identification, and who did take an oath.



(SEAL)

NOTARY PUBLIC Claudine Marsh  
State of FLORIDA at Large

Printed Name: Claudine Marsh

Commission No.: FF 132618

My commission expires: 7/5/18

**MANATEE COUNTY SHERIFF'S OFFICE,  
MANATEE COUNTY and  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Mitchell O. Palmer, Esq.  
Manatee County Attorney  
(or his designee)  
Fla. Bar No.: 351873

Date: \_\_\_\_\_