

5/8/18

May 8, 2018 - Regular Meeting  
Agenda Item #15

Subject

Belinda S. Deen o/b/o Randall D. Deen (deceased) v. Manatee County Sheriff's Office; workers' compensation claim

Briefings

None

Contact and/or Presenter Information

JoAnn Gallo, Senior Adjuster, extension 3750

Action Requested

Motion to approve a settlement for \$47,500, inclusive of attorney fees, and a general release for \$100, and to authorize the County Attorney or his designee to execute all documents necessary to effect the settlement in the workers' compensation matter of Randall D. Deen (deceased) v. Manatee County Sheriff's Office, OJCC Case No. 18-000454 DBB.

Enabling/Regulating Authority

Florida Statutes, Chapter 440 and Section 112.18; and Manatee County Ordinance 16-26.

Background Discussion

Randall Deen was hired as a corrections deputy on 3/18/11. He died on 2/19/17. The First Report of Injury description reads, "Collapsed while walking from vehicle to home. ME (medical examiner) reports cause of death as heart attack."

The First Report of Injury prompted an investigation on our behalf, for the possibility of a claim under the Heart and Lung Bill, (Florida Statutes, Chapter 112.18), also known as the "Presumption Statute." The Presumption Statute essentially provides that if a covered employee suffers a covered condition (in this instance, heart disease), then the condition is presumed to be work-related.

The 4-prong standard of proof for the claim is as follows:

1. Claimant must be in a covered class (law enforcement officer, firefighter, corrections officer).
2. Claimant must have a covered condition (tuberculosis, hypertension, or heart disease).
3. Claimant must have a disability (entitlement to temporary, permanent, or death benefits).
4. Claimant must have a pre-employment physical with no signs of a covered condition.

In order to rebut the presumption, the employer/carrier must provide competent substantial evidence.

Through discovery and by engaging medical experts, we found some possible contradictory information with the medical examiner's report, noting cause of death as hypertension and atherosclerotic heart disease. The pre-employment physical also reflected a high blood pressure reading. We filed a denial based on our initial investigation.

The decedent's wife filed a Petition for Benefits on 1/8/18, seeking death and spousal benefits. The Petition was filed more than 180 days after the decedent left employment, providing another possible defense that the claim was not brought timely.

Given the wording of the statute and case law regarding same, our possible defenses are not without risk. Costly fees would be incurred with no guarantee that the County would prevail.

The County's exposure in summary:

- Death benefits of \$150,000 to the dependent spouse. This is paid at 50% of the average weekly wage/biweekly, until the full amount is paid.
- Funeral expenses are paid at a maximum of \$7,500. The actual cost in this case was \$3778.
- There is also exposure for retraining for the spouse. The statute reads, "1800 classroom hours or community college up to 80 semester hours." This is likely in the neighborhood of \$8,900.
- Additional legal fees, estimated at \$8,000-\$10,000.

Total exposure, not including defense/legal fees, is \$162,678.00. Minimum exposure would be \$153,778.00. If the County does not prevail at final hearing, a substantial fee would be paid to the claimant's attorney.

Mediation was conducted on 3/28/18. A settlement agreement for \$47,500 was reached. This includes attorney fees and \$100 for a general release. This represents an estimated 70% savings. This agreement is contingent on County Attorney and County Commission approval.

The County Attorney requests the Board approve the settlement for \$47,500, inclusive of attorney fees and 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

**Emailed 5/9/18**

Instructions to Board Records

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

5050001200-52400

Amount and Frequency of Recurring Costs

\$47,500 one time

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - May 8, 2018

Attachment: [Deen.pdf](#)

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

EMPLOYEE:

Randall D. Deen (Deceased)

CLAIMANT:

Belinda S. Deen  
24105 State Road 62  
Parrish, FL 34219-8205

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:

Lawrence H. Samaha, Esq.  
109 N. Armenia Ave., Suite C  
Tampa, FL 33609-2376

ATTORNEY FOR EMPLOYER/CARRIER/  
SERVICING AGENT:

Daniel J. DeMay, Esq.  
Pallo, Marks, Hernandez, Gechijian & DeMay, P.A.  
5602 Marquesas Circle, Suite 104  
Sarasota, FL 34233-3343

D/A: February 19, 2017

OJCC Case No.: 18-000454 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 PARTIES HERETO 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 **BELINDA S. DEEN** (hereinafter “Claimant”), on behalf of and as the surviving spouse of **RANDALL D. DEEN** (deceased, hereinafter “Employee”); **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/Service Agent”).<sup>1</sup> The parties are *sui juris*.

The Claimant affirms that she is legally empowered to enter into this Stipulation & Release on behalf of and as the surviving spouse of the late **RANDALL D. DEEN**, to enter into related documents in order to effectuate a settlement of all workers’ compensation claims that were or could have been brought by Employee in relation to Employee’s employment with Employer, and that no other persons are entitled to workers’ compensation benefits on account of Employee’s death or his employment with Employer. The Claimant further agrees to release, hold harmless and indemnify the Employer/Carrier/Service Agent in the event that it is later determined that any other individuals were entitled to workers’ compensation benefits on account of Employee’s death or his employment with Employer.

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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 Employee/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.

2. **DESCRIPTION OF ALLEGED ACCIDENTS:** On or about Feb. 19, 2017, the Claimant contends that Employee was injured and died by accident as contemplated under §§ 112.18 and 440.02(1), Fla. Stat. (2016), arising out of and in the course of Employee's employment with the Employer in Manatee County, Florida, when he suffered a sudden-death 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 Employee 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 within this instant Stipulation & Release. References within this Stipulation & Release to a specific accident or injury shall mean any and all accidents, injuries, exposures and occupational diseases that the Employee may have sustained while in the employ of the Employer.

3. **DENIAL OF CLAIMS:** On or about March 2, 2017, the Employer/Carrier/Service Agent filed a Notice of Denial of the entire claim on the basis that the Claimant could not meet her burden of proof under § 112.18, Fla. Stat. (2016).

4. **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.

5. **AVERAGE WEEKLY WAGE AND COMPENSATION RATE:** At the time of the Feb. 19, 2017 alleged injury specifically identified in paragraph 2, above, the Employee's average weekly wage was \$1,344.02, thus making the compensation rate \$886 per week.

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/Service Agent, the Employer/Carrier/Service Agent will pay and the Claimant agrees to accept the sum of **\$47,400** 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, all medical benefits, monetary compensation as contemplated under §§ 440.15 and 440.16, Fla. Stat., impairment benefits, death benefits, funeral expenses, educational benefits, attorney's fees, 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 **\$9,000**, is **\$38,400** (less costs), which shall be allocated as follows:

(a) Past and future compensation benefits:	\$ 34,622
(b) Past medical expenses:	-0-
(c) Funeral expenses:	3,778
(d) Rehabilitation/educational expenses:	-0-
(e) Other:	-0-
<b>NET TO CLAIMANT:</b>	<b>\$ 38,400 (Less costs)</b>

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

The parties agree that as of March 28, 2018, the date of the parties' agreement to settle this matter, the Employer/Carrier/Service 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, both past and future, which may result from the claims herein.

7. **ATTORNEY'S FEES PAYABLE BY CLAIMANT AND WAIVER:**

The Claimant has been represented by LAWRENCE H. SAMAHA, ESQ., in connection with this matter, who is entitled to a fee for legal services rendered. The parties to this Stipulation & Release agree that the fee to be paid by the Claimant to her attorney will consist of two parts (Fee A and Fee B). Fee A is a fee that is calculated according to the guidelines as contained within § 440.34(1), Fla. Stat. The parties agree that Fee A equals \$5,490, is a reasonable fee for such services and has been calculated according to those guidelines. Fee B has been negotiated exclusively by and between the Claimant and her attorney according to a separate retainer agreement between those individuals. The Employer/Carrier/Service Agent are not parties to that separate agreement and take no position with respect to the reasonableness of same. The Claimant and her attorney agree that Fee B equals \$3,510.

The total fee payable by the Claimant to her attorney, consisting of Fee A and Fee B, will equal \$9,000.



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 her own attorney's fees and costs because this settlement was made under § 440.20(11)(c), (d) & (e). The fees shall be paid from the settlement proceeds, thereby making the net settlement amount \$38,400, less costs in the amount of \$ 0.

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/Service 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/Service Agent with regard to any and all liens for attorneys' fees and costs in this matter. The Employer/Carrier/Service 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 she does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits, impairment benefits, death benefits, funeral expenses, educational benefits, attorney's fees, all 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 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. (2016). 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 & LIENS:** The Claimant agrees that she is and will remain responsible for any claims for reimbursement made by and liens imposed by any group health insurance carriers and/or administrators, Medicare, Medicaid, the Veterans Administration and any other payers or providers of benefits in connection with the accidents and injuries allegedly suffered by the Employee 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.

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 7/3/62 and her life expectancy is 29 years or 1,508 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 \$31.43 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 \$31.43 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 \$-0-. 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 \$-0- 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 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 disputed entitlement to future workers' compensation medical care at the expense of the Employer and/or 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.F.R. Part 411 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.

The Claimant accepts full responsibility for reimbursing Medicare, Medicaid, the Veterans Administration and any other payers for any and all conditional or provisional payments that any or all entities have made or may make on the Employee's or Claimant's behalf

for services and/or other expenses causally related to the alleged 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 said entities for any and all conditional or provisional payments made by or to be made by any or all of those entities on the Employee's or Claimant's behalf for services and/or other expenses causally related to the alleged industrial accident.

The Claimant alone is responsible for funding a Workers' Compensation Medicare Set-Aside Arrangement, if same is required by the Centers for Medicare & Medicaid Services (CMS). The Claimant further agrees to indemnify, release and hold harmless the Employer/Carrier/Servicing 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 CMS.

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.

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 further acknowledges that if Chapter 440, Florida Statutes, as amended effective Oct. 1, 2003, is found to be unconstitutional, her benefits could be greater than the

benefits available to her at the time of this instant settlement. Knowing this, the Claimant nevertheless chooses to settle her case as set forth herein in this instant Stipulation & Release.

11. **WAIVER OF PENALTIES AND INTEREST:** The Claimant does hereby waive any right she may have to any and all pre-settlement 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 the Employee 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.

The parties agree that the Claimant must be living at the time of the Judge's entry of an Order that approves the parties' Joint Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage; otherwise, this Stipulation & Release and all prior agreements pertaining to the same will be deemed to be void *ab initio*.

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 lump sum described herein above, in exchange for this 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 its legal significance with her 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 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*.

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/Servicing Agent shall issue the aforementioned lump sum payment to the Claimant in care of her attorney no later than 30 days



after the Office of the Judges 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/ Servicing Agent.

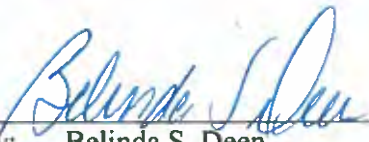
21. **COUNTERPARTS:** This Agreement may be executed in counterparts and all so executed shall constitute an agreement binding on all the parties hereto, notwithstanding that all the parties hereto are not signatories to the original or to the same counterpart.

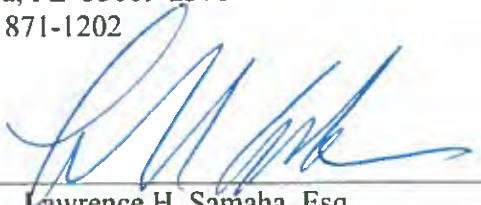
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Dated: 4/4/18

Dated: 

Lawrence H. Samaha, Esq.  
109 N. Armenia Ave., Suite C  
Tampa, FL 33609-2376  
(813) 871-1202

  
By: Belinda S. Deen  
Claimant

  
By: Lawrence H. Samaha, Esq.  
Fla. Bar No. 95448  
Attorneys for Employee/Claimant

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

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

Dated: April 7, 2018

Pallo, Marks, Hernandez,  
Gechjian & DeMay, P.A.  
5602 Marquesas Circle, Suite 104  
Sarasota, FL 34233-3343  
(941) 328-6200

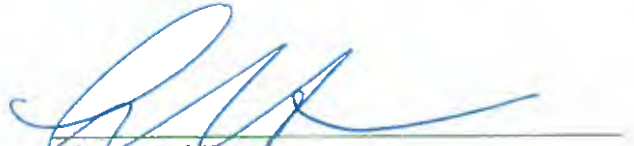
By: Mitchell O. Palmer, Esq.  
County Attorney  
(or his designee)  
Fla. Bar No. 351873  
Attorney for Employer and  
Board of County Commissioners

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 **BELINDA S. DEEN**, who  is personally known to me or  was identified by driver's license number \_\_\_\_\_ on this 4 day of APRIL, 2018, 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.

  
\_\_\_\_\_  
Notary Public

(SEAL)

State of FL.  
Printed Name: LAWRENCE SAMAHA  
Commission No.: FF175472  
My commission expires: 11-11-18



## GENERAL RELEASE

This General Release (hereinafter referred to as "Release") is agreed to, and entered into, and by, between and on behalf of the following:

- **BELINDA S. DEEN** (hereinafter "Releasor"), individually, and in her capacity as the personal representative of the estate of, and as the surviving spouse of, **RANDALL D. DEEN** (deceased, hereinafter "Employee");
- Employee's and Releasor's heirs, administrators, executors, successors, assigns, agents, attorneys, and other representatives;
- **MANATEE COUNTY SHERIFF'S OFFICE** (hereinafter "Employer" and "Releaseses"); and
- **MANATEE COUNTY, A Political Subdivision of the State of Florida, and the MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter "Manatee" and "Releaseses").

**WHEREAS**, Employee began employment with Employer on or around March 18, 2011, and has not worked for the Employer since on or about Feb. 19, 2017; and

**WHEREAS**, Releasor claims personal injuries and death to Employee due to an alleged work-related accident and/or condition occurring on or about Feb. 19, 2017; and

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

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

**WHEREAS**, Employer participates in the self-insurance program maintained by Manatee, whereby Manatee provides workers' compensation insurance coverage to Employer; and

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

**WHEREAS**, the settlement of Releasor's workers' compensation claims is governed by a separate Stipulation & Release; and

**WHEREAS**, the employment relationship between Employer and Employee has ended;  
and

**WHEREAS**, Releasor affirms that she is legally empowered to enter into this Release on behalf of, in her capacity as the personal representative of the estate of, and as the surviving spouse of, Employee; and

**WHEREAS**, Releasor and Employer desire to settle fully and finally all differences and disputes between them, and all differences and disputes between Employee and Employer, 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 or Employee 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**, 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, Employee or any other person, and the Employer and Releasees specifically disclaim and deny any liability to, or discrimination, retaliation or other wrongdoing against Releasor, Employee or any other person, on the part of Employer or Releasees, its 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 that she has not filed any other claim or claims (including those identified in Paragraph 3, below) against Employer or Releasees, other than those which may have already been withdrawn by Releasor. Releasor further represents that she 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.

3. As a material inducement for the Employer and Releasees to enter into this Release, Releasor affirms that she knowingly and voluntarily hereby irrevocably and unconditionally releases, quits, and forever discharges the Employer and Releasees, their predecessors, successors, assigns, affiliates, political subdivisions, 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 Employee's employment with Employer, including the termination of Employee'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 Employee'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 Employee'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 her right to recover in any action which may be brought on her 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.

4. For the purposes of implementing a full and complete release and discharge herein, Releasor expressly acknowledges that she 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.

5. Notwithstanding anything to the contrary as contained within this Release, Releasor, Employer and Releasees agree that this Release shall not affect, impair or extinguish any vested benefits to which Releasor may be entitled by virtue of Employee's employment with Employer.

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 she 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 and to indemnify Employer and Releasees against such claims inclusive of attorney's fees and costs.

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 she 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 Employee's injury or death, or any other injuries allegedly incurred during Employee's employment, that Releasor 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, causes or 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 her 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 she has twenty-one (21) days to consider this Release from the date she or her 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 SHE 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 AND EMPLOYEE WERE ALREADY ENTITLED.

RELEASOR FURTHER ACKNOWLEDGES THAT SHE HAS BEEN ADVISED OF HER 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 SHE 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 SHE HAS IN FACT REVIEWED IT WITH AN ATTORNEY PRIOR TO SIGNING IT.

By:   
BELINDA S. DEEN

The foregoing instrument was acknowledged before me this 4th day of April, 2018, by BELINDA S. DEEN, 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 at Large  
Printed Name: LAWRENCE SAMAHA  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**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: \_\_\_\_\_