

STATE OF FLORIDA
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
ORLANDO DISTRICT

EMPLOYEE:
Edward Pando

REPRESENTED BY:
Jeffrey Bordulis, Esquire
272 West Warren Avenue
Longwood, Florida 32750

EMPLOYER:
Seminole County, Florida
1101 East First Street
Sanford, Florida 32771

REPRESENTED BY:
Michael Broussard
Broussard, Cullen & Eldridge, P.A.
1115 East Concord Street
Orlando, Florida 32803

CARRIER/SERVICING AGENT:
Johns Eastern Company, Inc.
Post Office Box 110279
Lakewood Ranch, Florida 34211

GENERAL RELEASE OF ALL CLAIMS

The parties have reached a contingent settlement of all claims, the terms of which are set forth below. The settlement is contingent on Employer approval. Should that approval be given the terms of settlement are as follows:

KNOW ALL PERSONS BY THESE PRESENTS:

That Edward Pando, hereinafter referred to as Employee, Social Security Number XXX-XX-6149, for and in consideration of the items listed below and for other good and valuable consideration to be received from or on behalf of Seminole County, Florida, hereinafter referred to as Employer, the receipt and adequacy of which is hereby acknowledged, hereby covenants and agrees to the following; and in exchange for the promises of the Employer and Employee contained in this General Release of all Claims, the parties mutually agree as follows:

1. This is intended to be a complete, entire, and final release and waiver of any and all benefits - past, present, and future - that Employee is, or may be, entitled to under Chapter 440, Florida Statutes, and any other claims, causes of action or rights that the Employee may have against the Employer/Carrier/Servicing Agent.

Employee's entitlement to medical and indemnity benefits will cease upon board approval.

2. The term "Employee" includes Edward Pando and all his heirs, estate, executors, administrators, successors, and assigns. The term "Employer" includes Seminole County, Florida, its affiliated entities, present and former employees, officers, directors, and agents, as well as their successors and assigns.

3. The Employer, through its workers' compensation insurance carrier, will pay to the Employee the sum of \$103,500.00 as consideration of the Employee's release of the Employer for the industrial accident(s) which occurred on 08/29/2006, 07/29/2007, 07/14/2020, and any and all other injuries, whether now known or unknown, present or future, arising out of his employment with the Employer. Said payment shall be made and completed by the Employer within thirty (30) days from the date that the Judge mails the Order approving the attorney's fee and allocation of child support arrearage. Employee will pay his attorney the sum of \$11,100.00 as attorney's fee out of the above settlement. The Employee will pay \$14.00 to his attorney as costs out of the above settlement.

4. Employee is responsible for satisfying any and all outstanding attorney's fee liens.

5. The Employee expressly acknowledges that this settlement incorporates all known or unknown accidents, diseases or injuries, and that valuable consideration was received for releasing the Employer from any and all claims arising from the Employee/Employer relationship that existed between the parties.

6. To procure payment of said sum, the Employee hereby declares that he is more than eighteen (18) years of age; that no representations about the nature and extent of said injuries, disabilities, or damages by a physician, attorney, or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, has induced the Employee to make this settlement; that in determining said settlement there has been taken into consideration, not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from said accidents and the Employee's employment with the Employer.

7. The Employee understands that the parties hereby released admit no liability of any sort by reason of the Employee's employment or said accident(s), and

that said payment and settlement in compromise is made to terminate further controversy regarding all claims, including damages that the Employee has heretofore asserted or that the Employee or the Employee's personal representatives might hereafter assert because of said accident(s) and the Employee's employment with the Employer.

8. The persons whose signatures are below acknowledge that they have full authority to execute this General Release on behalf of the parties for whom they are signing.

9. In executing this General Release, the Employee further represents and attests that this General Release was signed by the Employee knowingly, voluntarily, freely, and of his own volition after advice and consultation with counsel.

10. Should any portion, word, clause, phrase, sentence, paragraph or subparagraph of this General Release be declared void or unenforceable, such portion, word, clause, phrase, sentence, paragraph or sub-paragraph shall be modified, severed and/or deleted in such a manner as to make this General Release as modified legal or enforceable to the fullest extent permitted under law.

12. CONSIDERATION OF FUTURE MEDICARE-COVERED EXPENSES RELATED TO WORK ACCIDENT - In reaching this agreement, the parties have considered the present value of all future payments and monetary compensation, impairment benefits, and death benefits potentially payable to the Employee under the Florida Workers' Compensation Law on account of the injury referenced herein. The parties recognize that the injured Employee's date of birth is [REDACTED] and that he has a remaining life expectancy of [REDACTED] years, or [REDACTED] weeks. The parties recognize that it is highly likely that the Employee will lose money on a periodic and/or constant basis in the future. Therefore, the parties consider the sum of \$23,071.50 to actually be the present worth of all future payments of indemnity which may be payable at \$20.67 per week. The Employer/Carrier/Service Agent's right to offset workers' compensation indemnity benefits due, under Florida's Workers' Compensation Act, against benefits payable on account of total disability under CHAPTER 42, UNITED STATES CODE is also included in these calculations and has already been considered by the parties in reaching this agreement.

In reaching this agreement, the parties have considered that many common medical expenses are not paid or reimbursable under certain group health policies or the Federal Medicare program or Medicare Advantage Plans. These medical expenses include travel expenses, prescription medications, routine follow-up

visits, supportive devices, medical comfort services, emergency room treatment and hospitalization not covered by Medicare or Medicare Advantage Plans but necessary in the ongoing treatment of the workers' compensation injury. It is the intent of the parties that future medical expenses in the amount of \$34,607.25 shall be utilized by the Employee for these non-covered services. This payment is equal to \$31.01 per week, representing those services not covered by Medicare brought forward in one lump sum.

Further, it is not the purpose of this settlement agreement to shift to Medicare or a Medicare Advantage Plan the responsibility for payment of future medical expenses for the treatment of work-related conditions. Instead, this settlement agreement is intended to provide the Employee with a lump sum which will foreclose the Employer/Carrier/Servicing Agent's responsibility for future payments of all work-related medical expenses. In accepting this settlement, the Employee realizes, understands and agrees that Medicare or a Medicare Advantage Plan may not be obligated to pay for medical expenses related to this work accident.

The Employee agrees that this settlement includes payment of \$34,607.25 for alleged work-related medical conditions and treatment and it is the sole responsibility of Employee to ensure that such funds are to be used for the payment of care and treatment of such work-related conditions. The Employee further agrees that the settlement covers any and all liens and Federal rights of recovery under the Social Security Act Section 1862(b) {42 USC Section 1395y(b) (5) and Applicable regulations found at 42 CFR Part 411 (1990) (Medicare Secondary Payer Act), and that any such lien will be paid out of the proceeds of this settlement. Employee further agrees to indemnify the Employer/Carrier/Servicing Agent and counsel for Employer/Carrier/Servicing Agent for any claim or potential claim of Medicare for payment of any lien or right of recovery as outlined above, arising out of benefits paid to or on behalf of the Employee for any care or treatment provided as the result of the Employee's alleged work-related conditions.

Employee affirmatively states that as of the time of this settlement he is not receiving Medicare or Medicare Advantage Plan benefits. The Centers for Medicare and Medicaid Services have stated in a memorandum circulated to its regional offices that only those workers' compensation settlements wherein the Employee is (1) already a Medicare beneficiary, and the settlement amount is greater than \$25,000.00 or (2) has a reasonable expectation of Medicare enrollment within thirty months of the settlement date, and the anticipated total settlement amount is greater than \$250,000.00 over the life of the Employee, require

Medicare's approval. The parties agree that this settlement does not meet either threshold criteria for Medicare approval. Even so, the parties have taken Medicare's interests into account. Employee has been informed and is aware that it is not the purpose of this settlement agreement to shift responsibility of medical care in the matter to the Medicare program.

Employee acknowledges that he has not relied on any representations or advice of counsel of the Employer/Carrier/Servicing Agent, their attorneys, agents or adjusters, or any advice or representatives of his attorney regarding the Employee's entitlement to Social Security Medicare, Medicare Advantage Plan or Medicaid benefits and the impact the terms of this Agreement may have on such benefits. The Employee further acknowledges that any decision regarding entitlement to Social Security Medicare, Medicare Advantage Plan or Medicaid benefits including the amount and duration of payments and offset reimbursement for prior payments, is exclusively within the jurisdiction of the Social Security Administration, the United State Government, and the United States Federal courts and is determined by federal law. As such, the United States Government is not bound by any of the terms of this Agreement.

The Employee has been apprised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration, Medicare Advantage Plan or other governmental agencies regarding the impact that this Agreement may have on the Employee's present or future entitlement to Social Security, Medicare Advantage Plan or other government benefits. Notwithstanding the foregoing, the Employee desires to enter into the terms of this Agreement.

The Employee has been advised and fully understands that conditional payment information (any benefits paid by Medicare or Medicare Advantage Plan up to the date of settlement) has been requested from CMS or the Medicare Advantage Plan and that said conditional payments, if any, are the responsibility of the Employee and must be satisfied out of these settlement proceeds.

13. The Employee stipulated that he is: (Check the applicable sentence below)

Not currently receiving Social Security Disability or Retirement benefits and is not otherwise Medicare eligible. Employee has not applied for Social Security benefits.

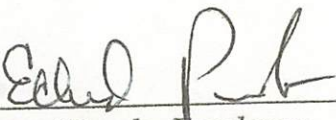
Not currently receiving Social Security Disability or Retirement benefits but has applied for benefits and is not otherwise Medicare eligible.

___ Not currently receiving Social Security Disability or Retirement benefits but has applied for benefits and has been denied benefits and is not otherwise Medicare eligible. Employee is not appealing the decision and is not reapplying for benefits.

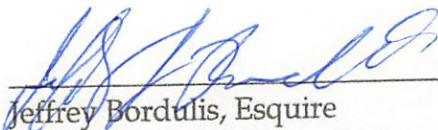
___ Deemed disabled by Social Security. Is not currently a Medicare beneficiary but has reasonable expectation that ___ will have Medicare coverage in the next 30 months.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument on the dates written below.

This General Release of All Claims was signed by the Employer/Carrier/Service Agent on the ___ day of October, 2023, and by the Employee on the 19 day of October, 2023.



Edward Pando, Employee



Jeffrey Bordulis, Esquire
Attorney for Employee/Claimant

Michael Broussard
Attorney for
Employer/Carrier/Service Agent