

## SEPARATION AGREEMENT AND GENERAL RELEASE

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*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:*

1. Seminole County, Florida, hereinafter referred to as Employer and Craig Kimmel, hereinafter referred to as Employee, desire to reach an amicable resolution of all issues related to Employee's employment and termination of employment with Employer.

2. The term "Employee" includes Craig Kimmel 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. In exchange for the execution of this Agreement and compliance with the promises made in it, Employer agrees to pay the sum of \$100.00 as consideration.

4. In exchange for the receipt of \$100.00, Employee voluntarily releases and forever discharges Employer, its affiliated entities, their present and former employees, officers, directors and agents, as well as their successors (hereafter referred to collectively as "Employer") from all claims Employee had, or now has, as of the date of the signing of this agreement. Employee promises not to sue or start any legal proceedings against Employer arising from his employment, including any and all claims arising under any of the following: the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Occupational Safety and Health Act; the National Labor Relations Act; the Fair Labor Standards Act; the Civil Rights Act of 1866; the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Florida Civil Rights Act; any other federal, state or local civil or human rights law including but not limited to the Florida Human Rights Act; any local, state, or federal law, regulation or ordinance; and any claim based upon public policy, breach of implied or express employment contract or tort law.

5. This Agreement terminates all aspects of the relationship between Employer and Employee for all time. Employee voluntarily resigns from employment and waives any right(s) to, and will not seek or otherwise apply for, reinstatement, employment or re-employment with Employer.

6. This Agreement is for the purpose of settling an existing dispute between Employee and Employer, and Employer does not admit by the execution of this Agreement that it violated the ADA or any other federal or state law or regulation but denies any such violation.

7. Employee also agrees to execute the attached General Release of All Claims.

8. Employee is hereby given up to twenty-one (21) days from the date of presentation of this Agreement to consider its provisions and to consult with his attorney, accountant, spouse, or any other person whose advice he values.

9. Employee may revoke this Agreement within seven (7) days following the date of execution of this Agreement by all parties. The parties agree that the provisions of this Agreement do not become effective or enforceable until the seven-day revocation period has expired. If Employee were to revoke this Agreement, Employer has the option of voiding the entire settlement or proceeding with settlement of only the workers' compensation claims.

10. Upon expiration of the seven (7) day period, Employee and Employer shall be bound by the terms of this Agreement and the General Release of All Claims, and Employer shall have thirty (30) days from the date that the Judge mails the Order approving the attorney's fee and allocation of child support arrearage to pay the foregoing consideration.

11. Employee was represented by counsel or has had an opportunity to consult with his counsel before signing this Agreement.

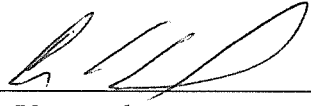
12. Should any portion, word, clause, phrase, sentence, paragraph or sub-paragraph of this Separation Agreement and General Release be declared void or unenforceable, such portion, word, clause, phrase, sentence, paragraph or sub-paragraph shall be modified, severed and/or deleted in such a manner as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

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13. This Agreement incorporates the Mediation Agreement and its Addendum attached hereto as Exhibit "A".

*[Handwritten signature]*  
+ UB

This Separation Agreement and General Release was signed by the Employee on the 21st day of December, 2022.

X 

Craig Kimmel  
Employee

STATE OF FLORIDA  
COUNTY OF Orange

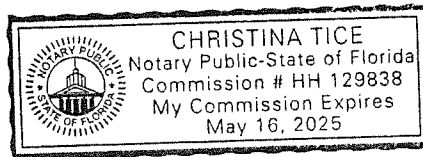
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization, this 21 day of December 2022 by Craig Kimmel, 22 who is personally known to me or \_\_\_ who has produced DL as identification.

Christina Tice  
(Signature of person taking acknowledgment)

Christina Tice  
(Name typed, printed or stamped)

Notary Public  
(Title or rank)

HH 129838  
(Serial number, if any)



STATE OF FLORIDA  
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS  
ORLANDO DISTRICT  
Judge Assigned: SOJOURNER

OJCC NO.: 21-003767MES; 21-003769; 21-005822 D/A: 2/24/2019; 9/29/20; 9/30/22; 6/11/21  
21-022651

EMPLOYEE : Craig Kimmel

REPRESENTED BY: Adam Littman, Esquire

EMPLOYER : Seminole County, Florida

REPRESENTED BY: Michael Broussard, Esquire

CARRIER : Johns Eastern Co., Inc.

REPRESENTED BY: Michael Broussard, Esquire

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**MEDIATION REPORT AND MEMORANDUM OF SETTLEMENT**

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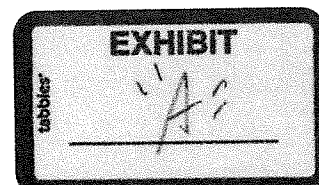
1. A Private Mediation Conference was conducted by Michael E. Nebel on December 1, 2022.
2. At the Mediation Conference, the parties:
  - Completely resolved all issues, as set forth below in the Memorandum of Settlement.
  - Resolved only some of the issues as set forth in the attached Memorandum of Settlement. The unresolved issues require court action.
  - Did not resolve any issues and reached an Impasse. Additional court action is necessary.
  - Have recessed and will reconvene as soon as is mutually agreeable.

CONTINGENT

MEMORANDUM OF SETTLEMENT

Pursuant to the Mediation Report, the parties have reached an agreement, as set forth below:

1. The employer/carrier shall pay to the employee the sum of \$ 249,500.00 in full settlement of all workers' compensation claims: MEDICAL OPEN \* MEDICAL CLOSED
  - a. Employee to receive \$ 180,000.00 . \*No less
  - b. Attorney's Fees of \$ 62,375.00 .
  - c. Costs of \$ 7,125.00 .
2. The employer/carrier \* employee shall pay employee's attorney a fee of \$ \_\_\_\_\_ for benefits obtained and costs in the amount of \$ \_\_\_\_\_, Claimant to receive \$ \_\_\_\_\_ for past benefits.
3. Mediation Fee of \$ \_\_\_\_\_
  - a.  To be paid by Employee.
  - b.  To be paid by Employer/Carrier.



ONCE CONTINGENCY MET;  
Mediation Resolution

4. Please check and write in the special terms that apply to this case (items that remain unchecked, do not apply):

- The claimant agrees to sign a general release and separation agreement.
- All previously authorized and related medical treatment, including mileage, that has not been paid will be paid by E/C in addition to the settlement, once submitted on proper form, specifically \_\_\_\_\_ Yes  No \_\_\_\_.
- This mediation report and settlement agreement is final and binding on all parties and includes all dates of accidents while the Claimant was employed with the Employer (regardless of whether all accidents are listed above).
- The Attorney for the Employer/Carrier will provide the settlement documents to the Claimant's Attorney within 7 days. The Claimant will sign and return the settlement documents to the Attorney for the Employer/Carrier within 7 days of receipt. Contingent upon receipt of the necessary child support documentation, the attorney for the Employer/Carrier will file all necessary signed settlement documents with the designated JCC within 7 days of receipt of the signed, agreed upon settlement documentation.
- The claimant gives claimant's **attorney clear and unequivocal authority to resolve all** pending claims and settle the case in it's entirety, Claimant also grants claimant's attorney the power to execute this agreement on the claimant's behalf. Furthermore, the claimant has been read and/or explained all provisions in this agreement and consents to same.
- The parties to this agreement (including the mediator) stipulate the JCC has jurisdiction to enforce payment of the mediator's charges/fee herein as a taxable cost, if the charges/fees are not paid within 30 business days from the date of this agreement.

5. Special Terms, if any:

1. Contingency upon Employer approval.
2. Special terms see attached - Mr. Littman to provide to Mr. Broussard attached. ATT & CK
3. PFB 11/30/22 for DOA 9/29/22 will be dismissed once employer agrees to settlement.

The foregoing agreement is stipulated and agreed to by the undersigned parties.

12/1/2022  
 DATE MS Jones  
 EMPLOYER for

MS Jones  
 EMPLOYEE for  
 CARRIER

MS Jones  
 ATTORNEY FOR EMPLOYEE  
 ATTORNEY FOR EMPLOYER/CARRIER

Michael E. Nebel  
 MICHAEL E. NEBEL, MEDIATOR

INTERPRETER (IF APPLICABLE)

This is to certify that the original Mediation Report and Memorandum of Settlement was given to Claimant's Counsel to be filed with the Judge of Compensation Claims as required by law.

Michael E. Nebel  
 Michael E. Nebel, Mediator  
 Post Office Box 6428  
 Orlando, FL 32802-6428

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

Craig Kimmel,  
Claimant,

OJCC NO.: 21-003767MES  
21-003769MES  
21-005822MES  
21-022651MES

JUDGE: Margaret E. Sojourner  
D/Accident: February 24, 2019  
September 29, 2020  
September 30, 2020  
June 11, 2021

v.

Seminole County Board of County  
Commissioners/Johns Eastern Company, Inc.,  
Employer/Carrier.

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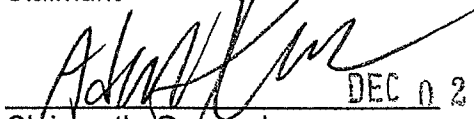
***SPECIAL TERMS - ADDENDUM TO MEDIATION AGREEMENT***


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1. This settlement will not affect any vested benefits including but not limited to pension, FRS, health insurance or any other vested benefit.
2. E/C will either not pursue subrogation or will waive subrogation as to employer-provided health insurance claims stemming from disputed workers' compensation claims and is responsible to negotiate and/or pay employer-provided health insurance lien if employer-provided health insurance ever seeks to subrogate against Claimant for disputed workers' compensation claims incurred prior to the effective date of settlement.
3. All releases shall contain language mutually agreeable to all parties as well as the Hartman language to protect Medicare.
4. MVA case. The E/C retains its statutory WC lien for payments on the MVA case only. It is specifically agreed that this settlement, this release, and this agreement do not represent an election of remedies and do not contemplate the release of any claims that may exist against persons or entities (or their insurers or self-insurers) other than this workers' compensation claim. Claimant reserves the right to make any and all non-workers' compensation claims against all persons or entities (or their insurers or self-insurers) including, but not limited to, any claims or suits in tort, equity, common law, by statute or otherwise against those persons or entities responsible for Claimant's accident and injuries occurring on or about June 11, 2021.

- 5. No provision in this Release shall affect any of the Claimant's potential first party claims (such as PIP, Med pay, health insurance, UM (even if it is Employer's UM) or third-party claims against any other person or entity (or their carriers) that in any way contributed to the Claimant's accident of June 11, 2021.
  
- 6. Notwithstanding this workers' compensation settlement, Claimant additionally preserves his rights to pursue any other first or third-party claim, including, but not limited to, bodily injury claims, medical payment claims, health insurance claims, long or short term disability insurance claims, pension benefit claims, life insurance claims and any and all vested employment benefit claims and/or claims against any third party or parties responsible in any way for the injuries Claimant sustained in the accident on or about June 11, 2021.

DocuSigned by:  
  
DEC 02 2022  
Claimant

  
DEC 02 2022  
Claimant's Counsel

  
for  
E/C Representative

12-2-2022  
Date  
  
E/C Counsel