

STATE OF FLORIDA
Division of Administrative Hearings
Office of the Judge of Compensation Claims

WILLIAM STRANGE

OJCC NUMBER: 19-005395MJR

vs.

JUDGE MICHAEL J. RING

CITY OF MARGATE FIRE DEPARTMENT

DATE OF ACCIDENT: 3/9/2011

CORVEL CORPORATION

MEDIATION AGREEMENT

A Mediation Conference was conducted by Mediator Kenneth P. Kugler on June 1, 2021. The parties have agreed to a global settlement under F.S. Chapter 440. The attached mediation Settlement Agreement is stipulated to and agreed to by the undersigned parties in the presence of the undersigned Mediator. Parties acknowledge receipt of a copy of this agreement and request that it be presented to the Judge of Compensation Claims for approval, if necessary.

Attached hereto and incorporated by reference is the addendum of 1 page(s) to this Mediation Agreement



KENNETH P. KUGLER
Florida Supreme Court Certified Circuit Civil Mediator


1. The parties have reached a contingent Agreement for settlement of any and all workers' compensations claims with the City of Margate (hereinafter the City), known and unknown, whether reported or not, for the sum of \$50,000.00 plus attorney's fees of \$7,500.00 in resolution of all past and future medical and indemnity benefits, and any/all benefits contemplated under Florida Statute Chapter 440 for any and all dates of accident. The Claimant shall net \$50,000.00 total.
2. Palliative medical treatment shall continue through final approval of the Commission for the City of Margate, whereupon provision of all further benefits shall cease.
3. Upon satisfaction of the foregoing contingency, the Claimant shall execute a general release of all claims in favor of the City of Margate for consideration which has been included in the Claimant's net lump sum.
4. This Agreement is final, binding and enforceable upon the Claimant and shall become final and enforceable upon the City upon final approval of the settlement amount by the Commission for the City of Margate.
5. The parties shall memorialize the terms of this Agreement by separate documents and this Agreement shall survive execution of subsequent documents.
6. The Claimant affirms that he is entering into this Agreement freely and voluntarily and that no one has forced or coerced him into settlement of this case. The Claimant further acknowledges that he is not under the influence of drugs, alcohol or medication so as to impair his ability to knowingly enter into this Agreement.
7. The Claimant has given his attorney clear and unequivocal authority to sign this Agreement on his behalf.

The foregoing Mediation Settlement Agreement is stipulated to and agreed to by the undersigned parties in the presence of the undersigned Mediator on the 1st day of June, 2021.

Pursuant to 60Q-6.110(5) any party appearing by telephone stipulates to be bound by the signatures of their attorney of record on the Mediation Agreement. The Parties understand and acknowledge that approval by the JCC of this agreement as to any issue other than attorney's fees and satisfaction of child support arrearages is not specifically required and that this agreement is binding upon execution by the parties. Upon approval of the attorney's fees related to this washout, all pending petitions will be dismissed and/or withdrawn. Any separate stipulation agreed to by the parties herein is intended to be integrated with the washout agreement and unenforceable individually. The E/C agrees to be responsible for payment of the mediation fee associated with this mediation.


WILLIAM STRANGE
CLAIMANT REPRESENTATIVE


JAMES SPEARS
ATTORNEY FOR CLAIMANT


KENNETH P. KUGLER
CERTIFIED CIRCUIT CIVIL MEDIATOR

/s/ Stephanie Robinson for Anita Alvarez

ANITA ALVAREZ
EMPLOYER/CARRIER REPRESENTATIVE

/s/ Stephanie Robinson

STEPHANIE ROBINSON
ATTORNEY FOR THE EMPLOYER/CARRIER