

From: [Alan Bullock](#)
To: [Kelly Michaels](#)
Cc: [Kelly Fernandez](#); [James Clinch](#); [Linda Senne](#); [Stephanie Fisher](#); [Roger Omenhiser](#); [Mercedes Barcia](#); [Toni Gregory](#); [Michelle Newman](#); [Monika Laszkowski](#); [Frank Giddens](#)
Subject: WC claim settlement materials for 2/24/26 council agenda
Date: Monday, February 9, 2026 10:48:53 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[WC Settlement Agreement.pdf](#)
[COUNCIL AGENDA ITEM MEMORANDUM WC settlement for Jasmine Diaz.docx](#)
Importance: High

Kelly,

Please see as earlier indicated:

1. The memo for the agenda packet.
2. The settlement agreement.

Please also include in the agenda packet the recommendation e-mail below from our WC attorney. It is customary for us to include these three items to support such proposed settlements.

Let me know if you need anything further.

Thanks,



Alan Bullock

Director of Human Resources
Human Resources

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From: Mark Hungate <MHungate@BANKERLOPEZ.COM>

Sent: Friday, February 6, 2026 3:34 PM

To: Alan Bullock <abullock@venicefl.gov>

Cc: Marylou Luiz <mluiz@crm-su.com>

Subject: [EXTERNAL] Jasmine Diaz v. City of Venice/Commercial Risk Workers' Compensation
Proposed Settlement Recommendation

Importance: High

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WC DEFENSE ATTORNEY SETTLEMENT RECOMMENDATION MEMO

Alan – Happy Friday.

In accordance with our recent telephone conference and your authorization, the parties have tentatively agreed to settle this workers' compensation claim for a total of \$10,000 inclusive of all attorney's fees, costs, and child support arrearage, if any, plus \$100 for a General Release of any and all other claims, contingent on City Council approval. This settlement includes any and all dates of accident/injuries arising during her employment with/at City of Venice and there were several. This memo is being submitted to assist your presentation to City Council to obtain settlement approval.

Claimant is a 30 year old former firefighter/paramedic who resigned via email dated 4/29/25 with an effective date of 5/11/25 but never returned to work between those dates. She claims that on 7/16/2023 and 8/14/23, she sustained 2 different first responder presumption conditions per Florida Statute 112.18(1). The day after her resignation, she immediately began working as a firefighter/paramedic for another agency in the Tampa Bay area where she remains employed. She has currently filed a workers' compensation claim only for the 8/14/2023 alleged date of accident. These claims have been denied by Commercial Risk Management, Inc., the City's workers' compensation servicing agent, on several grounds including but not limited to no timely report of accident, so no lost wage or medical benefits have been provided under the City's workers' compensation program. There is no doubt she has these medical conditions. The dispute is whether the conditions fall under the presumption and become work-related.

She testified in a deposition that she reported the incident on 8/14/2023 to her superior officers. Three supervisors in the chain of command have testified that she did not report either alleged incident nor did she volunteer any medical details about her conditions to anyone at the Fire Department. Thus, we have the classic 'he said, she said' case. The difference here is that the potential exposure in the cost of future medical treatment and permanent impairment benefits for this claim is between \$200,000-\$300,000 whereas the prior 2 cases were ER treatments only. She has missed minimal work due to the alleged 8/14/2023 incident but has obtained extensive evaluations and treatment under her health insurance with the City during her employment but has never been placed at maximum

medical improvement. Diagnostic testing showed a condition that could be fixed via an invasive surgical procedure, but she declined the procedure in November 2025.

There are multiple issues at this point that may require litigation absent settlement. The most important factor we considered in reaching this settlement is that FS 112.18(1) creates the presumption the conditions are work-related and it is the City's burden to rebut the presumption. This generally requires unanimous medical opinion, which is rare, or more feasible we would endeavor to convince the Judge of Compensation Claims in Tampa that our medical opinions are more credible. Here, each side obtained an independent medical examination which, as you might expect, reached difference conclusions. We feel our physician expert and his opinions are more credible which leads to factor #2 – trial outcomes are notoriously unpredictable no matter how persuasive we feel our lay and medical evidence is. A third factor is that the 'no timely notice defense' is known to be difficult to win and is not favored by workers' compensation Judges. A fourth factor is that the injured workers' attorney could request a tie-breaker medical opinion which would be binding on the Judge and parties even though the Judge would appoint the tiebreaker without input from the attorneys. The fifth factor is the huge potential future exposure if the Judge was to find the claimed conditions work related compared to the relatively low settlement amount – despite our wholehearted belief in and support of our FD supervisors' testimony . Factor 6 is that if we went to trial and lost, in addition to providing the medical and money benefits, the City would be responsible for payment of opposing counsel's attorney's fees and costs on top of paying defense expense. Defense expense in preparing for and a trial in this case from this point forward would cost approximately \$7,500 -\$10K with no certainty of outcome though we would be cautiously optimistic. Finally, settlement is the only way to close down the case/claim once and for all. If we go to trial and lose, not only would the City pay all the amounts described above but the claim would remain open and liability for benefits would continue with no end point.

A copy of the draft proposed WC Settlement Agreement is enclosed. It has not yet been sent to opposing counsel for signatures pending City Council approval.

Based on a cost/benefit analysis, as your WC counsel, I again recommend that City Council approve this settlement as being in the City's best fiscal interests. If there is a chance that we can get this on the February 10 council meeting, that would be great. The online calendar seems to state that the next meeting after February 10 is not until February 24. Please advise if you have any questions. Thanks. YT, Mark 2/6/2026

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