

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

Jasmine Diaz,

Employee/Claimant,

v.

City of Venice,

Employer,

and

Commercial Risk Management, Inc.,

Servicing Agent.

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OJCC Case No.: 25-022142RLY

Accident Date: 8/14/2023

**WORKERS' COMPENSATION SETTLEMENT AGREEMENT PURSUANT TO F.S.  
440.20(11)(c, d & e)(2009)**

The parties to this Settlement Agreement, to wit: Jasmine Diaz (date of birth: 12/15/1995) (hereinafter referred to as the "Claimant") and the **City of Venice/Commercial Risk Management, Inc.**, the Employer/Servicing Agent (hereafter referred to as the "E/SA") hereby agree as follows:

WHEREAS Claimant was an employee of **City of Venice** on the date of accident listed above as well as any other dates she claims work injuries on, reported or not.

WHEREAS Claimant sustained injuries arising out of her employment with the Employer on the date listed above and filed workers' compensation claims and is otherwise claiming workers' compensation benefits against the E/SA regarding this date and said claim is subject to the jurisdictional provisions of Chapter 440, the Florida Workers' Compensation Act.

WHEREAS the E/SA provided no medical and indemnity benefits to Claimant, filed a Notice of Denial of compensability dated 9/26/2025 and this case is being settled on a controverted basis.

WHEREAS the parties wish to compromise and settle all claims Claimant may have against the E/SA as a result of or arising out of any work-related and/or alleged work-related accidents/injuries/claims/conditions, including but not limited to any referenced herein;

NOW THEREFORE, the parties agree as follows:

1) Claimant, for herself and on behalf of each and all of her respective present, former, and future successors, heirs, executors, administrators, guarantors, attorneys, representatives, insurers and assigns (all of whom are also hereinafter collectively referred to as the "Claimant"), for and in consideration of the lump sum of \$10,000.00 (Ten Thousand Dollars and No Cents), ("the Lump Sum"), and other good and valuable considerations, to be paid to Claimant upon approval by the Judge of Compensation Claims of attorney fees and child support allocation provided for herein, does hereby release, acquit, and forever discharge the E/SA, each and all of its present, former, and future officers, contractors, nominees, attorneys, agents, employees, consultants, insurers, brokers, managers, predecessors, representatives, departments, all past, current and future elected or appointed officials/representatives, and any and all of its assigns (all of whom are collectively referred to as the E/SA) of and from any and all claims, demands, actions, causes of action, controversies, costs, expenses, damages, judgments, losses and liabilities of whatever kind or nature, whether known or unknown, which against them, or any of them, Claimant now has, had, may have had, or can, shall or may have for or by reason of any matter, cause or thing whatsoever to and including the date hereof, which were or might have or could have been asserted in connection with, arising out of, of in any way relating to any

injuries resulting from or claimed to be the result of any and all work-related and/or alleged work-related accidents/injuries/conditions in the course and scope of employment with this Employer, including any referred to herein, including any and all claims for or rights to past, present and future benefits arising under Chapter 440, the Florida Workers' Compensation Act, including any claims for attorney's fees.

As additional consideration for this settlement, the parties stipulate and agree: (1) This settlement is contingent upon City Council approval.

2) It is the intent of the undersigned Claimant that this is a complete, full, comprehensive and final settlement of any and all liability of the parties released herein, except as stated herein, arising from or relating to any and all injuries arising out of any alleged work-related accidents/injuries/conditions sustained in the course of employment with this Employer, including but not limited to any referenced herein, including any and all liability of the Employer for any act performed or omitted by, or on behalf of the parties released herein prior to the date this Settlement Agreement is signed by Claimant. Claimant agrees that this settlement shall constitute an election of remedies by her with respect to the E/SA herein regarding all accidents/injuries/conditions/causes of action arising out of her employment with this Employer. Claimant further warrants that any industrial accident/injury sustained while in the employment of **City of Venice** and the injuries sustained as a result thereof, was/were not the result of any willful or wanton misconduct, unprovoked physical aggression, gross negligence on the part of any officer, attorney, director, employee, supervisor, or other agent or representative of the E/SA, deliberate intent to injure the Claimant, deliberate concealment or misrepresentation of danger or conduct virtually certain to result in injury or death to Claimant and Claimant agrees

she has no entitlement to any cause of action under any exception to the workers' compensation immunity as defined in F.S. 440.11 regarding any of her accidents/injuries/conditions.

3) The undersigned Claimant hereby expressly warrants, represents and covenants to the parties released herein that she is presently the legal owner and hold of the claims or causes of action released hereby, and that she has not heretofore expressly or impliedly assigned, transferred, pledged or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby. The undersigned Claimant also represents to the E/SA that she is (1) mentally competent to handle her financial affairs, (2) has not been told by any physician that she needs a guardian to handle her financial affairs and (3) was not under the influence of any medications or intoxicating substances when she agreed to this settlement and/or when he signed the settlement documents.

4) The Claimant is currently represented by Michael P. Clelland, Esq., who is entitled to a fee to be paid by the Claimant for legal services rendered. The Claimant shall pay a attorney's fee of \$2,500.00 and Claimant and her attorney agree that said fee is a reasonable total fee for all such services, resolves all claims for attorney's fees that Claimant's attorney may have against the E/SA and is in accordance with the Claimant's contracts with her attorney which provide a 25% attorney's fee per the Miles case and the requirements for determination of a reasonable fee as set forth in F.S. 440.34(1)(2009). Claimant will also reimburse her attorney \$273.03 in costs. All costs were incurred in prosecution of Claimant's claims. Notwithstanding the provisions of F.S. 440.34, Claimant and not the E/SA is responsible for the payment of Claimant's attorney's fees and costs.

Upon the E/SA's payment of the consideration called for by this Settlement Agreement,

Claimant and her attorney agree that the E/SA is discharged from any liability for fees for legal services rendered on her behalf by any attorney. The attorney's fee and costs payable to Claimant's attorney shall be paid from these settlement proceeds thereby making the net settlement to Claimant \$7,226.97.

5) It is not the purpose of this Settlement Agreement to shift the responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a disputed claim between the Claimant and the E/SA.

The Centers for Medicare and Medicaid Services have stated in memoranda circulated to its regional offices that only those workers' compensation settlements wherein the Claimant is already a Medicare beneficiary and the settlement is more than \$25,000.00 or has a "reasonable expectation" of Medicare enrollment within thirty (30) months of the settlement date and the anticipated total settlement amount is greater than \$250,000.00 over the life of the Claimant must protect Medicare's interests in the workers' compensation settlement. The parties have considered Medicare's interests in conjunction with this settlement. The parties are relying on Claimant's affirmation/representation she is not a Medicare recipient and has not submitted any billings to Medicare for allegedly work-related medical treatment or prescriptions such that it appears no conditional medical payments should have been made by Medicare for such conditions and/or regarding any medical treatment or prescriptions related to an alleged work injury. This is not a complete enumeration of the factors the parties considered and should be considered illustrative. As a result of the totality of circumstances, the parties agree that this settlement, while including Claimant's right to future medical treatment, does not meet the current CMS thresholds for use of a Medicare set aside allocation and this settlement does not require review and/or approval by/from CMS to protect Medicare's interests. This determination

by the parties has been made solely in reliance upon said memoranda and the representations made by CMS set forth therein.

While it is impossible to accurately predict the need for future medical treatment, this settlement, including future medical treatment, was based upon a good faith determination of the parties in order to resolve disputed claims. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider Medicare's interests and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b).

6) In reaching this agreement the parties have, pursuant to F.S. 440.20(11)(d), considered the issue of child support arrearages. Claimant resided in Hillsborough County on the date of alleged accident and on the date she signed the settlement papers. She affirms she has no arrearage in any county. An OJCC Child Support Report dated 2/6/2026 confirms Claimant has no arrearage. A copy is attached and incorporated herein.

7) Claimant and the E/SA acknowledge that whereas F.S. 440.20(11)(c)(2009) provides that payment of the Lump Sum be made within 14 days after the date the Judge of Compensation Claims mails the Orders approving the attorney's fees/child support in this matter, F.S. 440.20(11)(d)(2009) requires that the office of the Judge of Compensation Claims consider whether the settlement provides for the appropriate recovery of child support arrearages. It is the intent of the parties that the E/SA shall not be required to disburse the settlement proceeds until City of Venice City Council approves the settlement, the Settlement Agreement is executed by Claimant and Claimant's attorney or if Claimant dies before all court approvals as to attorney's fees and child support allocations are signed by the Judge. Therefore, the parties and their counsel agree that the statutory 14 day period will begin to run from the date City of Venice City

Council approves the settlement, Claimant/Claimant counsel sign the settlement documents, the date of the mailing of the Court order(s) approving the attorney's fee to Claimant counsel and/or allocation for the recovery of child support arrearage, whichever occurs last, however, the parties agree that earlier payment shall satisfy the applicable statutory period and the Claimant's attorney agrees to hold the settlement proceeds in escrow until all conditions are met. If these conditions are not met, Claimant's attorney will immediately return to the E/SA all settlement funds being held in escrow.

8) The parties agree that this Settlement Agreement is valid and enforceable. If the Settlement Agreement is ever found to be unenforceable for whatever reason, Claimant agrees the E/SA shall be entitled to full reimbursement of the Lump Sum paid to the Claimant and to the extent full reimbursement is not made, the E/SA is entitled to a credit for any money paid to the Claimant in connection with the settlement against benefits owed or found to be due, past or future without limitation on the type of benefit to which this offset would apply, nor as to the amount of offset to be taken as to any benefits. The E/SA shall have a dollar for dollar offset for the money paid under this Settlement Agreement for any benefits owed or found to be due, past or future. If this Settlement Agreement is ever found to be unenforceable, the parties agree that they retain all rights and defenses available under the Florida Workers' Compensation Act and as to any claims covered by this Settlement Agreement.

9) Claimant agrees that upon payment of the consideration referred to herein, all claims, Petitions for workers' compensation benefits and actions for any injuries/conditions arising out of Chapter 440, the Florida Workers' Compensation Act, due to any type of accident or alleged accident/injury/condition arising out of Claimant's employment for this Employer are

voluntarily dismissed with prejudice and Claimant shall file voluntary dismissals in all courts where claims or actions are pending.

10) By signing this Settlement Agreement, Claimant acknowledges that she has read this agreement, has had its terms fully explained to her by her attorney, has been fully informed and understands:

- a. the Settlement's effect on any rights the Claimant may have;
- b. her rights regarding all the claims settled;
- c. she is giving up these rights;

and is entering into this Settlement Agreement voluntarily and without any undue influence, pressure or coercion whatsoever. Further, by signing this Settlement Agreement, Claimant's attorney agrees that he has explained the Settlement Agreement to Claimant and that Claimant indicated she understands her rights and the effect of this settlement on those rights.

Executed in \_\_\_\_\_ County, Florida this \_\_\_\_ day of February 2026.

\_\_\_\_\_  
Michael P. Clelland, Esquire      Date  
Claimant's Attorney

\_\_\_\_\_  
Mark E. Hungate, Esquire      Date  
Employer/Servicing Agent's Attorney

CLAIMANT'S SIGNATURE AND NOTARY BLOCK IS ON THE NEXT PAGE

