

MEDIATION SETTLEMENT AGREEMENT ADDENDUM

The parties agree to a complete resolution of this case based upon the following terms:

1) The E/C/SA will pay the claimant \$ 375,000.00 out of which the claimant will pay his/her attorney a fee of

~~\$ and costs of \$ thereby netting \$~~

and costs, to be provided, and will waive their rights to recover from the claimant for money he received from third parties resulting from the work accident.

In addition, the E/C/SA will fund an MSA with seed money and an annuity up to a cost of \$231,746.00 for an MSA currently estimated to be \$356,674.00. The E/C/SA will request CMS approval, and if CMS requires funding in excess of \$231,746.00, the E/C/SA shall have the right to fund the difference. If they decline, the claimant may fund the difference. If neither party will fund the difference this agreement will be voided.

The claimant will net at least \$250,000.00 plus the MSA plus the value of the lien waiver.

2) This is contingent upon City Commission approval and approval by the excess insurance carrier.

~~The parties will submit a separate stipulation detailing that the E/C/SA will pay the claimant's attorney a separate fee of \$ and costs of \$ for all past due fees and costs based upon previously-obtained benefits for the claimant.~~

The Parties understand and acknowledge that approval by the JCC of this agreement as to any issue other than attorneys fees and satisfaction of child support arrearages is not specifically required and that this agreement is binding upon execution by the parties as to the above contingencies. Upon approval of the attorneys fees related to this washout, all pending petitions will be dismissed and/or withdrawn.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 pay for the mediation fee associated with this mediation.

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3) The claimant agrees that he will not seek treatment for any conditions related to the work accident under his health insurance policy provided by the City of Hollywood.

4) This includes all dates of accident with this employer, known or unknown.

5) The claimant agrees to execute a general release and severance agreement in further consideration for the above payment, but this will not affect any vested benefits or rights.

6) All benefits will cease upon conveyance of approval of all contingencies in writing to the claimant's attorney.

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