

CLAIMANT: Seaborn Gauden OJCC NO: 24-004104 IF

D/A: 1/11/24

**MEDIATION SETTLEMENT AGREEMENT**

1. E/C shall pay the sum of \$ 125,000.00 inclusive to settle the case in its entirety including past and future medical and indemnity benefits as well as attorneys fees and costs. The breakdown is as follows:

ATTORNEYS FEES	\$ <u>30,500.00</u>
COSTS	\$ <u>1,500.00</u>
	\$ _____
CLAIMANT SHALL NET	\$ <u>93,000.00</u>

1. Additionally, E/C shall pay the sum of \$ \_\_\_\_\_ for past attorney fees and \$ \_\_\_\_\_ for costs for past benefits obtained.
2. This settlement is contingent upon the E/C obtaining authority to settle this case for the entire amount from the City of Hallandale Commission.
3. Once the Claimant's attorney is notified by the E/C attorney that the contingency is satisfied, this agreement is binding upon the parties.
4. Claimant is no longer employed with the Employer herein and agrees not to seek reemployment or perform volunteer work and will execute a general/ADA release with mutually agreeable language as part of the settlement. Consideration for the additional agreement is to be allocated from the above settlement.
5. The Claimant agrees to execute a confidentiality/non-disparagement agreement.
6. The case is being settle on a controverted basis and the claimant is responsible for all medical.
7. E/C attorney shall draft settlement documents for execution by the parties in furtherance of these agreements and shall forward same to claimant's counsel within 10 business days of the contingency being satisfied. Claimant's attorney shall return executed documents within 10 business days of receipt of same.
8. This settlement agreement includes all industrial accidents with this employer, whether known or unknown and reported or unreported.
9. \_\_\_\_\_

This Mediation Settlement Agreement is stipulated to and agreed to by the undersigned parties. The parties further acknowledge receipt of a copy of this agreement and pursuant to Rule 60Q-6.110 if a copy is required to be furnished to the court, the claimant shall file same with the Judge of Compensation Claims. The parties agree that the undersigned mediator will not be subpoenaed, called to testify, called to give a statement, called to give a deposition, or to resolved any matter in any forum or disclose any communication or conduct made during the mediation process. The parties agree, whether or not this mediation was conducted pursuant to a specific order of the Judge of Compensation Claims, that the confidentiality provisions of F.S. 44.102 and any other statute or rule apply to this mediation and any subsequent proceedings.

Claimant

Seaborn Gauden

Claimant's Attorney

Seaborn Gauden

E/C/SA Representative

Charles E. Leal

E/C/SA Attorney

8/22/24

Mediator, Charles E. Leal

Date

Interpreter