

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.: 10-16698 CI-21

D.H. and L.H., minor children, by and
through their next friends and permanent
guardians, RICHARD HARKINS and
SUELLEN HARKINS,

Plaintiffs,

v.

ADEPT COMMUNITY SERVICES,
INC., ALWAYS PROMOTING
INDEPENDENCE, LLC, B.E.A.R.R.,
INC.,

Defendants.

_____/

THE DEFENDANT, B.E.A.R.R., INC.S
MOTION FOR ATTORNEY'S FEES & COSTS

COMES NOW the Defendant, B.E.A.R.R., INC., by and through the undersigned counsel, and files this Motion for Attorney's Fees & Costs, and as grounds therefore states as follows:

1. On May 15, 2014, the Defendant served identical Proposals for Settlement/Offers of Judgment on each of the Plaintiffs pursuant to Rule 1.442, Florida Rules of Civil Procedure, and Section 768.79, Florida Statutes. *See Proposals for Settlement, copies of which are attached hereto as Composite Exhibit "A."*
2. The Plaintiffs rejected said proposals by allowing them to expire.
3. On January 6, 2015, this Honorable Court entered a Final Summary Judgment in favor of the Defendant.

Exhibit B

4. Pursuant to the above-cited authorities, the Defendant is entitled to attorney's fees and costs.


5. The Defense maintains said attorney's fees and costs for the period of time following the Plaintiffs' rejection of the above-cited proposals for settlement total \$4,514.26. *See Affidavit of Kevin M. Davis (Jan. 27, 2014).*

WHEREFORE, the Defendant, B.E.A.R.R., INC. requests this Honorable Court grant this Motion, and grant such other relief deemed just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of foregoing was furnished via E-Service to all parties on the attached Service List on January 27, 2015.

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By: 

KEVIN M. DAVIS
Florida Bar No. 0795941

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Counsel for Co-Defendant(s)

Adept Community Services, Inc.:

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT, IN AND FOR
PINELLAS COUNTY, FLORIDA

CASE NO.: 10-16698 CI-21

D.H. and L.H., minor children, by and through
their next friends and permanent guardians,
RICHARD HARKINS and SUELLEN
HARKINS,

Plaintiffs,

v.

ADEPT COMMUNITY SERVICES, INC.,
ALWAYS PROMOTING INDEPENDENCE,
LLC, B.E.A.R.R., INC.,

Defendants.

DEFENDANT'S, B.E.A.R.R., INC.
NOTICE OF SERVING PROPOSAL FOR SETTLEMENT.

The Defendant, B.E.A.R.R., INC., by and through its undersigned counsel, hereby gives notice of serving a Proposal for Settlement pursuant to Florida Rule Civil procedure 1.442 dated May 16, 2014.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Electronic Service to all parties on the attached Service List on this May 16, 2014.

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By: 

KEVIN M. DAVIS

Florida Bar No. 0795941

Exhibit A

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Adept Community Services, Inc.:

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT, IN AND FOR
PINELLAS COUNTY, FLORIDA

CASE NO.: 10-16698 CI-21

D.H. and L.H., minor children, by and through
their next friends and permanent guardians,
RICHARD HARKINS and SUELLEN
HARKINS,

Plaintiffs,
Plaintiff(s),

v.

ADEPT COMMUNITY SERVICES, INC.,
ALWAYS PROMOTING INDEPENDENCE,
LLC, B.E.A.R.R., INC.,

Defendants.
Defendant(s).

PROPOSAL FOR SETTLEMENT

The Defendant, B.E.A.R.R., INC., by and through undersigned counsel, and pursuant to *Florida Statutes §768.79* and *Rule 1.442, Florida Rules of Civil Procedure*, make the following Proposal for Settlement to the Plaintiff, D.H, a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, the Plaintiffs,:

1. This Proposal for Settlement is made pursuant to *Florida Statutes §768.79*.
2. The party making this Proposal for Settlement is the Defendant, B.E.A.R.R., INC.
This Proposal for Settlement is made to the Plaintiff, D.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS.
3. The purpose of this Proposal for Settlement is to resolve all claims asserted in this cause by the Plaintiff, D.H., a minor, by and through their next friends and

permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, against the Defendant, B.E.A.R.R., INC.

4. The total amount of this Proposal for Settlement is FIVE-THOUSAND DOLLARS (\$5,000.00)
5. This Proposal for Settlement is made on the condition that if accepted, the Plaintiff, D.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, will execute a Release of All Claims, against the Defendant, B.E.A.R.R., INC., in the same or similar form as *Exhibit 1*, which is attached hereto and is made a part hereof. The Plaintiff, D.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, must enter into a Stipulation for Order of Dismissal of this cause with prejudice as to the Defendant, B.E.A.R.R., INC.
6. This Proposal for Settlement includes all attorney's fees, costs, and pre-judgment interest that may be claimed by the Plaintiff, D.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, in this action and does not include any claim for punitive damages.
7. Pursuant to *Rule 1.442, Florida Rules of Civil Procedure*, a copy of this Proposal for Settlement is being served on the Plaintiff counsel. The original will not be filed with the Court unless accepted or unless filing is necessary to enforce the provisions of *Rule 1.442*.
8. If the Defendant, B.E.A.R.R., INC., obtains a defense verdict or if the Plaintiff D.H., a minor, by and through their next friends and permanent guardians,

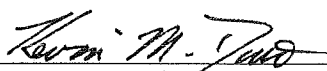
RICHARD HARKINS and SUELLEN HARKINS, obtains a judgment of damages against the Defendant, B.E.A.R.R., INC. for an amount at least twenty-five (25%) percent less than the amount offered in this Proposal for Settlement, the Defendant, B.E.A.R.R., individually, will seek enforcement of sanctions against the Plaintiff, D.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, for attorneys' fees and costs incurred by the Defendant, B.E.A.R.R., INC.

9. This Proposal for Settlement shall remain open for a period of thirty (30) days from the date this Proposal for Settlement is served, and if not accepted within that time shall automatically be deemed rejected.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Electronic Service to all parties on the attached Service List on this 16 day of May, 2014.

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By: 
KEVIN M. DAVIS
Florida Bar No. 0795941

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Counsel for Co-Defendant(s)

Adept Community Services, Inc.:

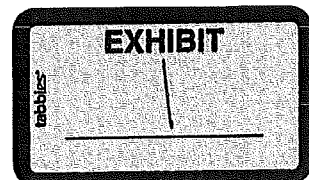
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**GENERAL RELEASE, HOLD HARMLESS,
AND INDEMNITY RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that “WE”, **RICHARD HARKINS AND SUELLEN HARKINS, NEXT FRIENDS AND GUARDIANS of D.H., THE PLAINTIFFS**, Releasor, for and in consideration of the sum of **FIVE-THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)**, or other valuable considerations, received from **WESTERN WORLD INSURANCE COMPANY**, on behalf of **B.E.A.R.R., INC., Releasees**, the receipt whereof is hereby acknowledged,

(Wherever used, the term “Releasor” and “*Releasees*” shall include those parties specifically named in this release and all other entities and persons, natural or corporate. The term “Releasor” and “*Releasees*” shall also include singular and plural, heirs, legal representatives, assigns of individuals, employees, agents, servants, officers and directors, stockholders, attorneys, representatives, employers, successor subsidiaries, affiliates, partners, predecessors or successors in interest, assigns of corporations, whenever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the *Releasees*, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor ever had, now has, or hereafter can, shall or may have, against *Releasees*, for, upon or by reason of any matter, cause or thing whatsoever, whether direct or vicarious, from the beginning of the world to the day this document is signed, including but not limited to any and all claims made in the case of **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, versus ADEPT COMMUNITY SERVICES, INC., ALWAYS PROMOTING INDEPENDENCE, LLC, B.E.A.R.R., INC., THE DEFENDANTS., Circuit Court CASE NO.: 10-16698 CI-21, IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT, IN AND FOR PINELLAS COUNTY, FLORIDA**, which shall include any claims for attorney’s fees and costs.



Releasor hereby agrees to indemnify and hold harmless the *Releasees* from all claims, suits, liens, and subrogated interests and agrees to satisfy all existing and future liens arising out of the subject matter of the above mentioned case.

Releasor represents to the *Releasees* that Releasor and Releasor's attorneys are the only ones entitled to the settlement funds and that there are no liens or claims made against these funds by any other party, including any claims made by insurance carriers for personal injury protection benefits, worker's compensation benefits, medical payment benefits and/or property damage and that there are no hospital liens outstanding.

Releasor has had the benefit of personal counsel and fully understands the terms of this General Release and is making full and final settlement of all claims of every nature and character which Releasor has against *Releasees*.

Further, it is understood that this Release shall include a release of all active and vicarious liability and shall also include a release of any person or entity who would be vicariously responsible for the acts of **B.E.A.R.R., INC.**, including, but not limited to, any lessors, assigns, corporations, entity operating as a fictitious name, or **B.E.A.R.R., INC., THE DEFENDANT. (if applicable)**.

As consideration and inducement for this compromise settlement, Releasor and Releasor's attorneys of record agree that they will not provide any information regarding the terms and amount of this settlement to anyone, including, but not limited to, any publisher, representative of the media, journals and/or periodicals in the absence of a court order compelling them to do so. Releasor acknowledges that this requirement of confidentiality is a material term of the settlement of this litigation and that any failure to fully and completely comply with the confidentiality requirement shall render the settlement and this agreement voidable by *Releasees*, in which event Releasor agrees to immediately return all consideration tendered by or on behalf of *Releasees* in connection with this settlement and agreement.

It is further understood and agreed that this settlement is the compromise of disputed claims and that the payment made is not to be construed as an admission of liability on the part of *Releasees*, who expressly denies any liability for this action.

Releasor hereby acknowledges and agrees that Releasor further expressly waives and assumes the risk of any and all claims for damages against Release which exist as of this date but of which the Releasor does not know or suspect to exist, whether through ignorance, oversight,

error, negligence, or otherwise, and which, if known, would materially affect Releasor's decision to enter into this Release. The Releasor understands that this claim is being settled as a business decision only and that payment of the sums specified herein are being made as a complete compromise of matters involving disputed issues of law and fact and the Releasor thereby assumes the risk that the facts or law may be otherwise than Releasor believes.

It is further understood and agreed that no promise or agreement not expressed within the written terms of this document has been made to Releasor as an inducement to enter into this agreement and that this General Release contains the entire agreement between the parties to it and that the terms of this Release are contractual and not a mere recital.

AGREEMENT

The parties agree as follows:

§1.0 Release and Discharge

§1.1 In consideration of the payments set forth in Section 2, **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, hereby completely release and forever discharge the Defendant, **B.E.A.R.R., INC.**, and the Insurer, **WESTERN WORLD INSURANCE COMPANY**, from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily, personal injuries of **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, or any future claim of **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendant, **B.E.A.R.R., INC.**

§1.2 This release and discharge shall also apply to the Defendant, **B.E.A.R.R., INC.**, and the Insurer's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

§1.3 This release, on the part of **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, shall be a fully binding and complete settlement among **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, and the Defendant, **B.E.A.R.R., INC.**, and the Insurer, **WESTERN WORLD INSURANCE COMPANY**, and their heirs, assigns and successors.

§1.4 **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, acknowledge and agree that the release and discharge set forth above is a general release. **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS'** decision to enter into this Settlement Agreement. **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, further agree that **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD**

HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, assume the risk that the facts or law may be other than **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant, **B.E.A.R.R., INC.**, by whom liability is expressly denied.

§2.0 Payments

In consideration of the release set forth above, the Insurer, **WESTERN WORLD INSURANCE COMPANY**, on behalf of the Defendant, **B.E.A.R.R., INC.**, agrees to pay the sums outlined in Section 2 below:

§2.1 Payments due at the time of settlement as follows:

FIVE-THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) to be distributed in satisfaction of the settlement agreement as follows to D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS:

All sums set forth above constitute damages on account of personal injuries, sickness, and/or death within the meaning of Section 104(a) (2) of the Internal Revenue Code of 1986, as amended.

The attorneys and their respective law firms hereby waive and disclaim any and all ownership interest or liens that they may have in the settlement proceeds by reason of any applicable state statute, common law Decision or ruling. By their signature, **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, and each attorney and their law firms, acknowledge that the attorney fee benefit payments are being made at the direction of **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, and for the convenience of **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**.

§3.0 Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement, counsel for **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, shall deliver to counsel for the Defendant, **B.E.A.R.R., INC.**, an executed Dismissal with Prejudice of the Defendant, **B.E.A.R.R., INC. D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, hereby authorize counsel for the Defendant, **B.E.A.R.R., INC.** to file said Dismissal with the Court and enter it as a matter of record.

§4.0 Representation of Comprehension of Document

In entering into this Settlement Agreement **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, represent that **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, have relied solely upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**.

§5.0 Medicare and Medicaid Liens Release

D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, further hereby covenant to satisfy any outstanding subrogated interests or liens, including Medicare Liens, applicable to these settlement proceeds and to indemnify and hold harmless **WESTERN WORLD INSURANCE COMPANY, B.E.A.R.R., INC.** and their attorneys **MINTZER, SAROWITZ, ZERIS, LEDVA & Meyers, LLP** relative to the same.

D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,

understand that it is their responsibility to reimburse Medicare or Medicaid for payments that they have made which are related to his/her injury or any other past Medicare or Medicaid liens. Should Medicare or Medicaid require that it be reimbursed for any past medical expenses which it has paid for **D.H.**'s medical treatment which is related to the injury, the Plaintiff agrees that she will pay such money and comply with all Medicare or Medicaid requirements. In exchange for payment of the aforesaid amount, **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,** assume full responsibility for satisfying any Medicare and Medicaid liens. **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,** agree to hold **B.E.A.R.R., INC.** harmless from any liability **B.E.A.R.R., INC.** may sustain as a result of any Medicare or Medicaid lien, decree or order.

D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, agree to hold harmless and indemnify **WESTERN WORLD INSURANCE COMPANY, B.E.A.R.R., INC.** and their attorneys **MINTZER, SAROWITZ, ZERIS, LEDVA & Meyers, LLP,** from any cause of action, including but not limited to an action to recover or recoup Medicare benefits paid or a loss of Medicare benefits, if CMS determines that the money set aside was inadequate or spent inappropriately, or for any recovery sought by Medicare including past, present, and future liens.

Should Medicare require that it be reimbursed for any past medical expenses which it has paid for **D.H.**'s medical treatment which is related to the injury, **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS** agree that they will pay all such money and comply with all Medicare requirements regarding such.

The parties agree that the cost of future medical care is in dispute. The parties realize that time may reduce and/or increase the need for future medical care and as a compromise, agree that, of the total settlement amount of \$5,000.00 to be paid to **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,** the sum of \$5,000.00 is for future Medicare-covered expenses and will release **B.E.A.R.R., INC.** from all liability for future medical care which

Medicare would otherwise cover. **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, realize, understand and agree that Medicare may not pay for any medical expenses related to this accident until he/she has proven that his/her medical expenses related to such injuries or disease(s) equals the sum specifically designated for settlement of medical care related to the accident. **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, further hold **B.E.A.R.R., INC.** harmless and indemnifies **B.E.A.R.R., INC.** if this portion of the settlement is not used to pay for Medicare-covered services.

In reaching this agreement, the parties have considered that many common medical expenses are not payable or reimbursable under Medicare. It is understood that **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, will use the necessary portion of the remaining settlement proceeds in this case to cover any such non-Medicare recovered medical expenses.

Further, **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, state that while they hereby release any and all claims against **B.E.A.R.R., INC.**, and their heirs, executors, administrators, agents, employees, successors, and assigns, for both past and future losses, including medical expenses, health care and related expenses, the necessity for future medical treatment and expenses incurred is speculative and unknown at this time and, therefore, as a result, **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, reserve his right to pursue and recover all future medical expenses, health care and related expenses, from any person, firm, or organization who may be responsible for payment of such expenses, including any first-party health or automobile insurance coverage, but such reservation does not include the parties released herein.

§6.0 Confidentiality

The Parties to this agreement represent and acknowledge that no portion of the settlement amount in this agreement represents consideration or payment for anything other than personal injuries within the meaning of Section 104 (a) (2) of the United States Tax Code; and further, the

Parties represent and acknowledge that the sole consideration for the mutual promise of the Parties to maintain confidentiality of the settlement amount of this agreement is each other's reciprocal promise to do so.

§7.0 Warranty of Capacity to Execute Agreement

D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Claimant has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,** have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

§8.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

§9.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

§10.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between **D.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,** the Defendant, **B.E.A.R.R., INC.,** and the Insurer, **WESTERN WORLD INSURANCE COMPANY,** with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

§11.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

END OF THE RECITAL

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT, IN AND FOR
PINELLAS COUNTY, FLORIDA

CASE NO.: 10-16698 CI-21

D.H. and L.H., minor children, by and through
their next friends and permanent guardians,
RICHARD HARKINS and SUELLEN
HARKINS,

Plaintiffs,

v.

ADEPT COMMUNITY SERVICES, INC.,
ALWAYS PROMOTING INDEPENDENCE,
LLC, B.E.A.R.R., INC.,

Defendants.

DEFENDANT'S, B.E.A.R.R., INC.
NOTICE OF SERVING PROPOSAL FOR SETTLEMENT.

The Defendant, B.E.A.R.R., INC., by and through its undersigned counsel, hereby gives notice of serving a Proposal for Settlement pursuant to Florida Rule Civil procedure 1.442 dated May 16, 2014.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Electronic Service to all parties on the attached Service List on this May 16, 2014.

MINTZER, SAROWITZ, ZERIS, LEDVA
& MEYERS, LLP
Woodland Corporate Center
8166 Woodland Center Boulevard
Tampa, Florida 33614
Phone: (813) 885-5220
Fax: (813) 885-5222
Email: kdavis@defensecounsel.com

By:


KEVIN M. DAVIS

Florida Bar No. 0795941

SERVICE LIST

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Counsel for Co-Defendant(s)
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Christine.Skalla@ogletreedeakins.com

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT, IN AND FOR PINELLAS
COUNTY, FLORIDA

CASE NO.: 10-16698 CI-21

D.H. and L.H., minor children, by and through
their next friends and permanent guardians,
RICHARD HARKINS and SUELLEN
HARKINS,

Plaintiffs,
Plaintiff(s),

v.

ADEPT COMMUNITY SERVICES, INC.,
ALWAYS PROMOTING INDEPENDENCE,
LLC, B.E.A.R.R., INC.,

Defendants.
Defendant(s).

PROPOSAL FOR SETTLEMENT

The Defendant, B.E.A.R.R., INC., by and through undersigned counsel, and pursuant to *Florida Statutes §768.79* and *Rule 1.442, Florida Rules of Civil Procedure*, make the following Proposal for Settlement to the Plaintiff, L.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, the Plaintiffs,:

1. This Proposal for Settlement is made pursuant to *Florida Statutes §768.79*.
2. The party making this Proposal for Settlement is the Defendant, B.E.A.R.R., INC. This Proposal for Settlement is made to the Plaintiff, L.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS.
3. The purpose of this Proposal for Settlement is to resolve all claims asserted in this cause by the Plaintiff, L.H., a minor, by and through their next friends and

permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, against the Defendant, B.E.A.R.R., INC.

4. The total amount of this Proposal for Settlement is FIVE-THOUSAND DOLLARS (\$5,000.00)
5. This Proposal for Settlement is made on the condition that if accepted, the Plaintiff, L.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, will execute a Release of All Claims, against the Defendant, B.E.A.R.R., INC., in the same or similar form as *Exhibit 1*, which is attached hereto and is made a part hereof. The Plaintiff, L.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, must enter into a Stipulation for Order of Dismissal of this cause with prejudice as to the Defendant, B.E.A.R.R., INC.
6. This Proposal for Settlement includes all attorney's fees, costs, and pre-judgment interest that may be claimed by the Plaintiff, L.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, in this action and does not include any claim for punitive damages.
7. Pursuant to *Rule 1.442, Florida Rules of Civil Procedure*, a copy of this Proposal for Settlement is being served on the Plaintiff counsel. The original will not be filed with the Court unless accepted or unless filing is necessary to enforce the provisions of *Rule 1.442*.
8. If the Defendant, B.E.A.R.R., INC., obtains a defense verdict or if the Plaintiff L.H., a minor, by and through their next friends and permanent guardians,

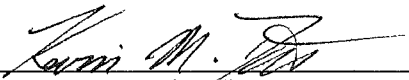
RICHARD HARKINS and SUELLEN HARKINS, obtains a judgment of damages against the Defendant, B.E.A.R.R., INC. for an amount at least twenty-five (25%) percent less than the amount offered in this Proposal for Settlement, the Defendant, B.E.A.R.R, individually, will seek enforcement of sanctions against the Plaintiff, L.H., a minor, by and through their next friends and permanent guardians, RICHARD HARKINS and SUELLEN HARKINS, for attorneys' fees and costs incurred by the Defendant, B.E.A.R.R., INC.

9. This Proposal for Settlement shall remain open for a period of thirty (30) days from the date this Proposal for Settlement is served, and if not accepted within that time shall automatically be deemed rejected.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Electronic Service to all parties on the attached Service List on this 16 day of May, 2014.

MINTZER, SAROWITZ, ZERIS, LEDVA
& MEYERS, LLP
Woodland Corporate Center
8166 Woodland Center Boulevard
Tampa, FL 33614
Telephone: 813-885-5220
Facsimile: 813-885-5222
Email: kdavis@defensecounsel.com

By: 

KEVIN M. DAVIS
Florida Bar No. 0795941

SERVICE LIST

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Counsel for Co-Defendant(s)

Adept Community Services, Inc.:

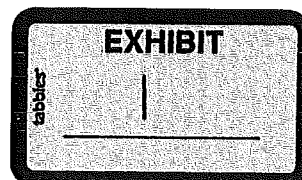
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Christine.Skalla@ogletreedeakins.com

**GENERAL RELEASE, HOLD HARMLESS,
AND INDEMNITY RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that “WE”, **RICHARD HARKINS AND SUELLEN HARKINS, NEXT FRIENDS AND GUARDIANS of L.H., THE PLAINTIFFS**, Releasor, for and in consideration of the sum of **FIVE-THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)**, or other valuable considerations, received from **WESTERN WORLD INSURANCE COMPANY**, on behalf of **B.E.A.R.R., INC.**, *Releasees*, the receipt whereof is hereby acknowledged,

(Wherever used, the term “Releasor” and “*Releasees*” shall include those parties specifically named in this release and all other entities and persons, natural or corporate. The term “Releasor” and “*Releasees*” shall also include singular and plural, heirs, legal representatives, assigns of individuals, employees, agents, servants, officers and directors, stockholders, attorneys, representatives, employers, successor subsidiaries, affiliates, partners, predecessors or successors in interest, assigns of corporations, whenever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the *Releasees*, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor ever had, now has, or hereafter can, shall or may have, against *Releasees*, for, upon or by reason of any matter, cause or thing whatsoever, whether direct or vicarious, from the beginning of the world to the day this document is signed, including but not limited to any and all claims made in the case of **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, versus ADEPT COMMUNITY SERVICES, INC., ALWAYS PROMOTING INDEPENDENCE, LLC, B.E.A.R.R., INC., THE DEFENDANTS.** Circuit Court CASE NO.: 10-16698 CI-21, IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT, IN AND FOR PINELLAS COUNTY, FLORIDA, which shall include any claims for attorney’s fees and costs.



Releasor hereby agrees to indemnify and hold harmless the *Releasees* from all claims, suits, liens, and subrogated interests and agrees to satisfy all existing and future liens arising out of the subject matter of the above mentioned case.

Releasor represents to the *Releasees* that Releasor and Releasor's attorneys are the only ones entitled to the settlement funds and that there are no liens or claims made against these funds by any other party, including any claims made by insurance carriers for personal injury protection benefits, worker's compensation benefits, medical payment benefits and/or property damage and that there are no hospital liens outstanding.

Releasor has had the benefit of personal counsel and fully understands the terms of this General Release and is making full and final settlement of all claims of every nature and character which Releasor has against *Releasees*.

Further, it is understood that this Release shall include a release of all active and vicarious liability and shall also include a release of any person or entity who would be vicariously responsible for the acts of **B.E.A.R.R., INC.**, including, but not limited to, any lessors, assigns, corporations, entity operating as a fictitious name, or **B.E.A.R.R., INC., THE DEFENDANT. (if applicable)**.

As consideration and inducement for this compromise settlement, Releasor and Releasor's attorneys of record agree that they will not provide any information regarding the terms and amount of this settlement to anyone, including, but not limited to, any publisher, representative of the media, journals and/or periodicals in the absence of a court order compelling them to do so. Releasor acknowledges that this requirement of confidentiality is a material term of the settlement of this litigation and that any failure to fully and completely comply with the confidentiality requirement shall render the settlement and this agreement voidable by *Releasees*, in which event Releasor agrees to immediately return all consideration tendered by or on behalf of *Releasees* in connection with this settlement and agreement.

It is further understood and agreed that this settlement is the compromise of disputed claims and that the payment made is not to be construed as an admission of liability on the part of *Releasees*, who expressly denies any liability for this action.

Releasor hereby acknowledges and agrees that Releasor further expressly waives and assumes the risk of any and all claims for damages against Release which exist as of this date but of which the Releasor does not know or suspect to exist, whether through ignorance, oversight,

error, negligence, or otherwise, and which, if known, would materially affect Releasor's decision to enter into this Release. The Releasor understands that this claim is being settled as a business decision only and that payment of the sums specified herein are being made as a complete compromise of matters involving disputed issues of law and fact and the Releasor thereby assumes the risk that the facts or law may be otherwise than Releasor believes.

It is further understood and agreed that no promise or agreement not expressed within the written terms of this document has been made to Releasor as an inducement to enter into this agreement and that this General Release contains the entire agreement between the parties to it and that the terms of this Release are contractual and not a mere recital.

AGREEMENT

The parties agree as follows:

§1.0 Release and Discharge

§1.1 In consideration of the payments set forth in Section 2, **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, hereby completely release and forever discharge the Defendant, **B.E.A.R.R., INC.**, and the Insurer, **WESTERN WORLD INSURANCE COMPANY**, from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily, personal injuries of **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, or any future claim of **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendant, **B.E.A.R.R., INC.**

§1.2 This release and discharge shall also apply to the Defendant, **B.E.A.R.R., INC.**, and the Insurer's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

§1.3 This release, on the part of **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, shall be a fully binding and complete settlement among **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, and the Defendant, **B.E.A.R.R., INC.**, and the Insurer, **WESTERN WORLD INSURANCE COMPANY**, and their heirs, assigns and successors.

§1.4 **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, acknowledge and agree that the release and discharge set forth above is a general release. **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS'** decision to enter into this Settlement Agreement. **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, further agree that **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD**

HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, assume the risk that the facts or law may be other than **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant, **B.E.A.R.R., INC.**, by whom liability is expressly denied.

§2.0 Payments

In consideration of the release set forth above, the Insurer, **WESTERN WORLD INSURANCE COMPANY**, on behalf of the Defendant, **B.E.A.R.R., INC.**, agrees to pay the sums outlined in Section 2 below:

§2.1 Payments due at the time of settlement as follows:

FIVE-THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) to be distributed in satisfaction of the settlement agreement as follows to L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS:

All sums set forth above constitute damages on account of personal injuries, sickness, and/or death within the meaning of Section 104(a) (2) of the Internal Revenue Code of 1986, as amended.

The attorneys and their respective law firms hereby waive and disclaim any and all ownership interest or liens that they may have in the settlement proceeds by reason of any applicable state statute, common law Decision or ruling. By their signature, **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, and each attorney and their law firms, acknowledge that the attorney fee benefit payments are being made at the direction of **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, and for the convenience of **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**.

§3.0 Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement, counsel for **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, shall deliver to counsel for the Defendant, **B.E.A.R.R., INC.**, an executed Dismissal with Prejudice of the Defendant, **B.E.A.R.R., INC.** **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, hereby authorize counsel for the Defendant, **B.E.A.R.R., INC.** to file said Dismissal with the Court and enter it as a matter of record.

§4.0 Representation of Comprehension of Document

In entering into this Settlement Agreement **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, represent that **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, have relied solely upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**.

§5.0 Medicare and Medicaid Liens Release

L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, further hereby covenant to satisfy any outstanding subrogated interests or liens, including Medicare Liens, applicable to these settlement proceeds and to indemnify and hold harmless **WESTERN WORLD INSURANCE COMPANY, B.E.A.R.R., INC.** and their attorneys **MINTZER, SAROWITZ, ZERIS, LEDVA & Meyers, LLP** relative to the same.

L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,

understand that it is their responsibility to reimburse Medicare or Medicaid for payments that they have made which are related to his/her injury or any other past Medicare or Medicaid liens. Should Medicare or Medicaid require that it be reimbursed for any past medical expenses which it has paid for L.H.'s medical treatment which is related to the injury, the Plaintiff agrees that she will pay such money and comply with all Medicare or Medicaid requirements. In exchange for payment of the aforesaid amount, **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, assume full responsibility for satisfying any Medicare and Medicaid liens. **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, agree to hold **B.E.A.R.R., INC.** harmless from any liability **B.E.A.R.R., INC.** may sustain as a result of any Medicare or Medicaid lien, decree or order.

L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, agree to hold harmless and indemnify **WESTERN WORLD INSURANCE COMPANY, B.E.A.R.R., INC.** and their attorneys **MINTZER, SAROWITZ, ZERIS, LEDVA & Meyers, LLP**, from any cause of action, including but not limited to an action to recover or recoup Medicare benefits paid or a loss of Medicare benefits, if CMS determines that the money set aside was inadequate or spent inappropriately, or for any recovery sought by Medicare including past, present, and future liens.

Should Medicare require that it be reimbursed for any past medical expenses which it has paid for L.H.'s medical treatment which is related to the injury, **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS** agree that they will pay all such money and comply with all Medicare requirements regarding such.

The parties agree that the cost of future medical care is in dispute. The parties realize that time may reduce and/or increase the need for future medical care and as a compromise, agree that, of the total settlement amount of \$5,000.00 to be paid to **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, the sum of \$5,000.00 is for future Medicare-covered expenses and will release **B.E.A.R.R., INC.** from all liability for future medical care which

Medicare would otherwise cover. **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, realize, understand and agree that Medicare may not pay for any medical expenses related to this accident until he/she has proven that his/her medical expenses related to such injuries or disease(s) equals the sum specifically designated for settlement of medical care related to the accident. **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, further hold **B.E.A.R.R., INC.** harmless and indemnifies **B.E.A.R.R., INC.** if this portion of the settlement is not used to pay for Medicare-covered services.

In reaching this agreement, the parties have considered that many common medical expenses are not payable or reimbursable under Medicare. It is understood that **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, will use the necessary portion of the remaining settlement proceeds in this case to cover any such non-Medicare recovered medical expenses.

Further, **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, state that while they hereby release any and all claims against **B.E.A.R.R., INC.**, and their heirs, executors, administrators, agents, employees, successors, and assigns, for both past and future losses, including medical expenses, health care and related expenses, the necessity for future medical treatment and expenses incurred is speculative and unknown at this time and, therefore, as a result, **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS**, reserve his right to pursue and recover all future medical expenses, health care and related expenses, from any person, firm, or organization who may be responsible for payment of such expenses, including any first-party health or automobile insurance coverage, but such reservation does not include the parties released herein.

§6.0 Confidentiality

The Parties to this agreement represent and acknowledge that no portion of the settlement amount in this agreement represents consideration or payment for anything other than personal injuries within the meaning of Section 104 (a) (2) of the United States Tax Code; and further, the

Parties represent and acknowledge that the sole consideration for the mutual promise of the Parties to maintain confidentiality of the settlement amount of this agreement is each other's reciprocal promise to do so.

§7.0 Warranty of Capacity to Execute Agreement

L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS, represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Claimant has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,** have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

§8.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

§9.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

§10.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between **L.H., A MINOR, BY AND THROUGH HIS NEXT FRIENDS AND PERMANENT GUARDIANS, RICHARD HARKINS AND SUELLEN HARKINS, THE PLAINTIFFS,** the Defendant, **B.E.A.R.R., INC.,** and the Insurer, **WESTERN WORLD INSURANCE COMPANY,** with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

§11.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

END OF THE RECITAL

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.: 10-16698 CI-21

D.H. and L.H., minor children, by and through
their next friends and permanent guardians,
RICHARD HARKINS and SUELLEN
HARKINS,

Plaintiffs,

v.

ADEPT COMMUNITY SERVICES, INC.,
ALWAYS PROMOTING INDEPENDENCE,
LLC, B.E.A.R.R., INC.,

Defendants.

AFFIDAVIT OF KEVIN M. DAVIS

BEFORE ME, the undersigned authority, personally appeared **KEVIN M. DAVIS**, who after being first duly sworn, deposes and says:

1. My name is **Kevin M. Davis**. I am over the age of eighteen, and am competent to testify to the events and facts herein.
2. As the attorney on behalf of B.E.A.R.R., INC. in the above-styled matter, I have personal knowledge of the matters contained herein.
3. Attached hereto as Exhibit "1" is a true and accurate description of my firm's billable hours, attorney's fees and costs reasonably expended in the defense of the firm's client, B.E.A.R.R. since the Plaintiffs' rejection of the May 16, 2014 Proposals for Settlement.
4. The attached was generated by my firm using a billing program that permits the firm to preserve the attached invoice in the regular course of my firm's business.
5. The total amount my firm billed in attorney's fees totaled \$4,514.26.

FURTHER AFFIANT SAYETH NAUGHT.

Exhibit B

JURAT PAGE

Kevin M. Davis

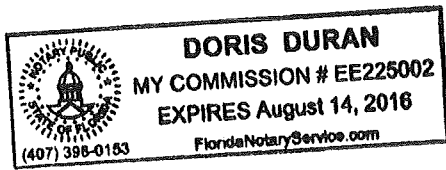
Affiant

STATE OF FL)

COUNTY OF Hillsborough)

BEFORE ME, the undersigned authority, this day personally appeared **KEVIN M. DAVIS**, who is personally known to me or has produced ~~his~~ for identification; who did/did not take an oath; deposes and says that the above matters contained in this Affidavit are true and correct to the best of his information and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state last aforesaid this 27th day of January, 2015.



Doris Duran

NOTARY PUBLIC

STATE OF FLORIDA

My commission expires: 8/14/16

Client	Trans Date	Tmkr	H B P C	Code/ Task Code	Hours to Bill	Amount	Ref #
Client ID 218.0389	WESTERN WORLD INSURANCE COMPANY (3)						
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
							to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case
218.0389	07/11/2014	KMD	A	L120 A103	0.40	74.80	ARCH
							Review/analyze from client, BEARR, Inc.'s [REDACTED] to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case
218.0389	07/11/2014	KMD	A	L120 A103	0.30	55.50	ARCH
							Completed the Defendant's response to the Plaintiff's Fourth Request for Production
218.0389	07/11/2014	KMD	A	L120 A103	0.20	37.00	ARCH
							Prepared report to adjuster regarding [REDACTED]
218.0389	07/21/2014	KMD	A	L120 A104	0.10	18.50	ARCH
							Prepared correspondence to clients, [REDACTED]
218.0389	07/30/2014	KMD	A	L120 A108	0.20	37.00	ARCH
							Analysis of correspondence from U.S. Legal Support, regarding transcript of hearing on February 14, 2014
218.0389	07/31/2014	KMD	A	L120 A104	0.30	55.50	ARCH
							Telephone conference with Co-defense Counsel regarding the upcoming hearing on our Motion for Summary Judgment, and our joint strategy
218.0389	07/31/2014	KMD	A	L120 A104	0.10	18.50	ARCH
							Analysis of Plaintiff's Response in Opposition to Defendant, BEARR's Motion for Reconsideration and Def. Adept Community Services, Motion for Reconsideration
218.0389	07/31/2014	KMD	A	L120 A104	0.20	37.00	ARCH
							Analysis of Plaintiff's Notice of Intent to Rely on during Defendant, BEARR's Motion for Reconsideration and Def. Adept Community Services, Motion for Reconsideration
218.0389	07/31/2014	KMD	A	L120 A104	0.10	18.50	ARCH
							Analysis of Plaintiff's Notice of Filing Affidavit of Donna Rasmussen, as well as review of said affidavit
218.0389	07/31/2014	KMD	A	L120 A104	0.10	18.50	ARCH
							Analysis of Plaintiff's Notice of Filing Deposition of Richard Harkins
218.0389	07/31/2014	KMD	A	L120 A104	0.10	18.50	ARCH
							Analysis of Plaintiff's Notice of Filing Deposition of Suellen Harkins
218.0389	07/31/2014	KMD	A	L120 A104	0.10	18.50	ARCH
							Analysis of Co-Defendant's Cross Notice of Hearing on Motion for Reconsideration
218.0389	08/04/2014	KMD	A	L120 A101	2.00	370.00	ARCH
							Plan and prepare for today's hearing on the Defendant's Motion for Reconsideration of Order Denying Motion for Summary Judgment by reviewing entire file, pulling exhibits, pulling supportive case law, and preparing argument outline
218.0389	08/04/2014	KMD	A	L240 A112	0.50	92.50	ARCH
							Traveled approximately twenty-four miles to Clearwater, FL to attend hearing on, and argue, the Defendant's Motion for Summary Judgment based on the Statute of Limitations
218.0389	08/04/2014	KMD	A	L240 A112	0.50	92.50	ARCH
							Traveled approximately 24 miles from Clearwater, FL to Tampa, FL following the hearing on the Defendant's Motion for Summary Judgment
218.0389	08/04/2014	KMD	A	L240 A109	1.00	185.00	ARCH
							Appear for/attend hearing on the Defendant's Motion for Reconsideration of the Motion for Summary Judgment
218.0389	08/08/2014	KMD	A	L120 A103	0.30	55.50	ARCH
							Draft correspondence to opposing counsel regarding court's recent ruling on our summary judgment
218.0389	08/10/2014	KMD	A	L240 A103	0.40	74.00	ARCH
							Draft/revise proposed Order on the Defendant's Motion for Reconsideration of the Order denying the Defendants' Motions for Summary Judgment, and granting the Defendants' Motions for Summary Judgment
218.0389	08/10/2014	KMD	A	L240 A103	0.30	55.50	ARCH
							Draft/revise correspondence to opposing counsel to discuss our proposed order on the Court's 08/04/14 order on the Defendant's motions for reconsideration and for summary judgment
218.0389	08/10/2014	KMD	A	L240 A103	0.30	55.50	ARCH
							Draft/revise report to adjuster regarding [REDACTED]
218.0389	08/10/2014	KMD	A	L240 A103	0.40	74.00	ARCH
							Draft/revise proposed Final Judgment
218.0389	08/15/2014	KMD	A	L240 A108	0.10	18.50	ARCH
							Receipt and review of correspondence from Co-defense Counsel for ADEPT, dated 07/29/14, and discussing joint strategy on summary judgment issues
218.0389	08/15/2014	KMD	A	L120 A104	0.40	74.00	ARCH
							Analysis of transcript of August 4, 2014 hearing on B.E.A.R.R.'s Motion for Reconsideration (43 pages)
218.0389	08/18/2014	KMD	A	L120 A108	0.20	37.00	ARCH
							Telephone conference with opposing counsel regarding language of the proposed Order on Motion for Summary Judgment, Final Judgment, and to inform they plan to appeal
218.0389	08/22/2014	KMD	A	L240 A103	0.30	55.50	ARCH
							Draft/revise proposed Final Judgment
218.0389	08/22/2014	KMD	A	L160 A103	0.30	55.50	ARCH
							Draft/revise correspondence to opposing counsel, providing him a copy of the proposed final judgment, and memorializing our offer to settle for a waiver of fees and costs
218.0389	08/22/2014	KMD	A	L160 A103	0.10	18.50	ARCH
							Draft/revise correspondence to Co-Defense Counsel regarding language to our proposed Order on the Motion for Summary Judgment and Final Judgment
218.0389	09/08/2014	KMD	A	L120 A101	0.20	37.00	ARCH
							Review file and revised litigation checklist for internal review, audit and litigation strategy roundtable meeting
218.0389	09/24/2014	KMD	A	L120 A103	0.10	18.50	ARCH
							Correspondence to opposing counsel regarding as to the status of our proposed final judgment
218.0389	09/24/2014	KMD	A	L120 A104	0.10	18.50	ARCH
							Analysis of correspondence from Sandra McFarlane re [REDACTED]

Detail Transaction File List
Mintzer Sarowitz Zeis Ledva & Meyers

Client	Trans Date	Tmkr	H B P C	Tcode/ Task Code	Hours to Bill	Amount	Ref #
Client ID 218.0389 WESTERN WORLD INSURANCE COMPANY (3)							
218.0389	06/24/2014	KMD	A	L210 A104	0.10	18.50	ARCH
						Receipt and review Defendant, Adept Community Services, Inc.'s Motion for Reconsideration & Memorandum of Law in Support Thereof	
218.0389	07/02/2014	KMD	A	L120 A103	0.10	18.50	ARCH
						Correspondence to Ms. Sandra McFarlane regarding	
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s two to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.40	74.00	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.30	55.50	ARCH
						Review/analyze from client, BEARR, Inc.'s and several other policies and procedures related to privacy of consumers to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.10	18.50	ARCH
						Review/analyze from client, BEARR, Inc.'s to determine if discoverable in the Plaintiff's Request for Production, and to analyze impact on the case	
218.0389	07/10/2014	KMD	A	L320 A104	0.20	37.00	ARCH
						Review/analyze from client, BEARR, Inc.'s copy of the	

Detail Transaction File List
Mintzer Sarowitz Zeris Ledva & Meyers

Client	Trans Date	Tmkr	H P C	B Task Code	Tcode/ Task Code	Hours to Bill	Amount	Ref #
Client ID 218.0389 WESTERN WORLD INSURANCE COMPANY (3)								
218.0389	09/24/2014	KMD	A	L120	A103	0.10	18.50 Correspondence to Sandra McFarlege [REDACTED]	ARCH
218.0389	09/24/2014	KMD	A	L120	A104	0.10	18.50 Analysis of correspondence from opposing counsel requesting proposed final judgment be changed to "Final Summary Judgment"	ARCH
218.0389	09/29/2014	KMD	A	L120	A103	0.10	18.50 Correspondence to opposing counsel advising we revised the proposed order reflecting his requested change	ARCH
218.0389	10/03/2014	KMD	P	L410	A108	0.10	18.50 Receipt and review of correspondence from opposing counsel related to scrivener's error, and preparation of response to same	778
218.0389	10/22/2014	ACS	P	L110	A103	0.10	18.50 Draft correspondence to co-defendant counsel regarding proposed final judgment	772
218.0389	10/28/2014	KMD	P	L410	A102	0.40	74.00 Receipt and review of correspondence from Co-defense counsel regarding language of the order, researched whether Co-defense counsel was correct regarding the phrase, "go hence without day," and preparation of correspondence to attorneys of records regarding the language being correct	770
218.0389	10/28/2014	KMD	P	L240	A107	0.10	18.50 Prepared correspondence to opposing counsel, requesting status on our offer to settle by waiving fees and costs	771
218.0389	11/05/2014	KMD	P	L110	A108	0.20	37.00 Telephone conference with [REDACTED] of B.E.A.R.R., Inc.	773
218.0389	11/26/2014	KMD	P	L120	A108	0.10	18.50 Receipt and review of correspondence from opposing counsel, again indicating the Plaintiffs wish to appeal	774
218.0389	11/29/2014	KMD	P	L410	A103	0.50	92.50 Draft/revise the Page & Line Designation of Dr. Kuruscz for trial pursuant to the pre-trial order	775
218.0389	11/29/2014	KMD	P	L410	A101	3.00	555.00 Plan and prepare for trial by reviewing doctor depositions, and drafting closing statement.	776
218.0389	11/29/2014	KMD	P	L410	A103	1.00	185.00 Draft/revise the page and line designation of Dr. Kuruscz for deposition	777
218.0389	12/15/2014	ACS	P	L110	A108	0.30	55.50 Telephone conference with opposing counsel regarding the final judgment	779
218.0389	12/29/2014	ACS	P	L110	A103	0.20	37.00 Finalize draft of proposed Final Judgment in preparation to transmit to Judge	780
218.0389	12/29/2014	ACS	P	L110	A103	0.30	55.50 Draft letter to judge enclosing proposed Final Judgment	781
218.0389	01/08/2015	DRB	P	L120	A104	0.20	37.00 Review and analyses, by partner, of correspondence, defense posture, and attorney work product to ensure best defense practice and compliance with carrier guidelines and efficient, clear client communication	783
Subtotal for Fees			Billable		20.00	3,700.00		
218.0389	07/31/2014	AJM	P	L110	E101		3.80 Copying	103
218.0389	07/31/2014	AJM	P	L110	E101		1.30 Copying	104
218.0389	07/31/2014	AJM	P	L110	E101		1.30 Copying	105
218.0389	08/05/2014	AJM	P	L110	E101		1.00 Copying	106
Subtotal for Expenses			Billable		0.00	7.40		
218.0389	07/17/2014	AJM	A	L110	E110		25.20 Out-of-town travel As Authorized By Claims Handler (4168) Kevin Davis - E110 45miles@.56per mile 7/3/14 Meeting w/Robert Calhoun	ARCH
218.0389	08/05/2014	AJM	A	L320	E102		71.60 Outside printing (3582) Gaspar Digital, Inc. - E102 Invoice# 1407005	ARCH
218.0389	08/07/2014	AJM	A	L450	E110		25.76 Out-of-town travel As Authorized By Claims Handler (4168) Kevin Davis - E110 46miles@.56per mile 8/4/14	ARCH
218.0389	08/19/2014	AJM	A	L330	E115		462.60 E115 - Deposition transcripts (2787) U.S. Legal Support, Inc. - Judge Jack St Arnold Inv#1127780	ARCH
218.0389	08/19/2014	AJM	A	L330	E115		81.00 E115 - Deposition transcripts (5539) Integra Reporting Group - Invoice# 8634	ARCH
218.0389	08/28/2014	AJM	A	L330	E115		140.70 E115 - Deposition transcripts (5539) Integra Reporting Group - 8/4/14 Invoice# 8639	ARCH
Subtotal for Advances			Billable		0.00	806.86		
218.0389	03/06/2012	A		75			[REDACTED] Payment, Thank You - Western World ck# 234160	ARCH
218.0389	03/06/2012	A		75			[REDACTED] Payment, Thank You - Western World ck# 234161	ARCH
218.0389	04/02/2012	A		75			[REDACTED] Payment, Thank You - Western World ck# 234981	ARCH
218.0389	04/02/2012	A		75			[REDACTED] Payment, Thank You - Western World ck# 234813	ARCH
218.0389	05/22/2012	A		75			[REDACTED] Payment, Thank You - Western World ck# 236372	ARCH
218.0389	05/31/2012	A		75			[REDACTED] Payment, Thank You - Western World Insurance - ck# 236821	ARCH
218.0389	09/07/2012	A		75			[REDACTED] Payment, Thank You - Western World ck# 239842	ARCH
218.0389	12/11/2012	A		75			[REDACTED] Payment, Thank You - Western World ck# 242868	ARCH
218.0389	04/03/2013	A		75			[REDACTED] Payment, Thank You - Western World Ck # 246741	ARCH
218.0389	07/10/2013	A		75			[REDACTED] Payment, Thank You - Western World Ck # 250041	ARCH
218.0389	09/05/2013	A		75			[REDACTED] Payment, Thank You - Western World Ck # 252586	ARCH
218.0389	01/03/2014	A		75			[REDACTED] Payment, Thank You - Western World Ck # 257494	ARCH
218.0389	01/13/2014	A		75			[REDACTED] Payment, Thank You - Western World Ck # 257782	ARCH
218.0389	04/16/2014	A		75			[REDACTED] Payment, Thank You - Western World Ck # 261550	ARCH
218.0389	07/22/2014	A		75			[REDACTED] Payment, Thank You - Western World Insurance Company ck# 266072	ARCH

Detail Transaction File List
Mintzer Sarowitz Zeris Ledva & Meyers

Client	Trans Date	Tmkr	H B P C	Tcode/ Task Code	Hours to Bill	Amount	Ref #
Client ID 218.0389 WESTERN WORLD INSURANCE COMPANY (3)							
218.0389	09/16/2014		A	75		4,514.26 Payment, Thank You - Western World Insurance Company ck# 268646	ARCH
218.0389	09/16/2014		A	75		4,514.26 Payment, Thank You - Western World Insurance Company ck# 268901	ARCH
218.0389	01/06/2015		P	75		4,514.26 Payment, Thank You - WWIC ck# 273397	18
Subtotal for Payments				Billable Payments	0.00	0.00	
Total for Client ID 218.0389				Billable Payments	20.00	4,514.26	WESTERN WORLD INSURANCE COMPANY (3) 4,514.26 D.H./L.H. v B.E.A.R.R., INC 0009699701
GRAND TOTALS							
				Billable Payments	20.00	4,514.26	