

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS  
SARASOTA**

Rudy Pallastrone,  
*Claimant,*

OJCC No: 08-007335DBB  
10-004444DBB  
13-023584DBB  
D/A: 9/27/2006,  
9/26/2006, & 4/20/2010  
Judge: Diane B. Beck

v.

Sarasota County School Board/OptaComp,  
*Employer/Carrier.*

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Lisa Ann Kalo, Esquire, for Claimant  
Ben H. Cristal, Esquire, for Employer/Carrier

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**STIPULATION ON FEES AND COSTS**

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The Employer/Carrier and the Employee/Claimant, by and through their undersigned attorneys, hereby stipulate to Employer/Carrier paid fees and costs as follows:

1. That multiple Petitions for Benefits have been filed in this matter making numerous requests to include authorization and payment of both medical and indemnity benefits.
2. That, as a result of the aforementioned claims filed, Lisa Ann Kalo, counsel for the Employee/Claimant, was successful in helping to secure compensability of the claim and authorization of back surgery.
3. That the parties agree that Attorney Lisa Ann Kalo is entitled to a fee and taxable costs as a result of her efforts in helping to secure the aforementioned benefits following the filing a multiple Petitions for Benefits.
4. That, specifically, the Employer/Carrier agrees to pay and Attorney Lisa Ann Kalo, on behalf of the Claimant, agrees to accept, the total sum of \$40,252.50 representing the

total amount due for fees and taxable costs for all issues and benefits secured from the date of the subject accident through the date an Order is entered approving this agreement. The breakdown is as follows:

- a. Attorney Fees: \$40,252.50.
- b. Taxable Costs: none.

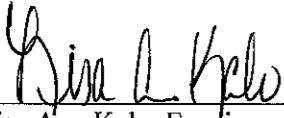
5. That upon execution of this agreement by the parties, all outstanding entitlement to attorney fees and taxable costs will hereby be extinguished with prejudice.


6. That approval of this agreement is contingent upon approval of the attorney fee application in connection with an overall settlement of this claim being submitted to this Court simultaneously. Furthermore, it is agreed by the parties that any admissions or assertions contained in this document are not admissible for any other purpose other than for the request to this Court for an Order to be entered to approve this agreement.

7. That if this agreement is not approved in its entirety then no part shall be binding on either Party.

8. That the parties shall have 30 days from the date and Order is entered approving this agreement within which to comply with its terms.

WHEREFORE, the parties respectfully request this Court to enter an Order approving this Stipulation in the same form in which it is being submitted.

 10/11/13  
Lisa Ann Kalo, Esquire      Date      Ben H. Cristal, Esquire      Date

 10/11/13

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the original of this document was Electronically Filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to The Honorable Diane B. Beck, Office of the Judge of Compensation Claims at <http://www.jcc.state.fl.us/ejcc/> with a copy served via Electronic Mail to Lisa Ann Kalo at [lkalo@kvpalaw.com](mailto:lkalo@kvpalaw.com).

\_\_\_\_\_  
Certifying Attorney  
Ben H. Cristal, Esquire

FILED  
JAN 14 2014  
CLERK OF COURT  
JUDICIAL CIRCUIT IN AND FOR  
THE SEVENTH JUDICIAL CIRCUIT  
MIAMI, FLORIDA