

RESOLUTION APPROVING FINAL SETTLEMENT AGREEMENT AND RELEASE AND ADDENDUM TO MONETARY SETTLEMENT BETWEEN LAURA K. STEIGERWALD AND ASHTABULA COUNTY

WHEREAS, a final settlement agreement has been presented for the approval of the Board; and

WHEREAS, Ashtabula County and Laura K. Steigerwald have reached a settlement agreement in Claim Number 18-129106 and Ashtabula County Common Pleas Court Case No. 2020 CV 0326; and

WHEREAS, upon the execution of the agreement and dismissal of the Notice of Appeal by Complaint, the amount of \$30,000.00 will be awarded; and

WHEREAS, this Board of Commissioners finds this settlement to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-248

June 22, 2021

**RESOLUTION APPROVING FINAL SETTLEMENT AGREEMENT AND RELEASE
AND ADDENDUM TO MONETARY SETTLEMENT BETWEEN LAURA K.
STEIGERWALD AND ASHTABULA COUNTY**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

Laura K. Steigerwald
Claim #: 18-129106

LAURA K. STEIGERWALD
Plaintiff/Claimant

Claim No. 18-129106

ASHTABULA COUNTY
Defendant/Employer

ASHTABULA County Common Pleas Court

March 16, 2018
Date of Injury and/or Diagnosis

Case No. 2020 CV 0326

FINAL SETTLEMENT AGREEMENT AND RELEASE

It is hereby stipulated and agreed by and between the parties this 11th day of June 2021, as follows:

(1) That upon the execution of this agreement and the dismissal of the Notice of Appeal and Complaint, by Plaintiff/Claimant at the costs of the Plaintiff/Claimant, in the above-referenced case on appeal from the disallowance of a workers' compensation claim, the Administrator, while denying all liability, will award Plaintiff/Claimant the sum of: **THIRTY THOUSAND DOLLARS (\$30,000.00) OVERALL.**

(2) That said award in paragraph one (1) will be accepted by Plaintiff/Claimant in full and complete satisfaction and settlement of the cause of action herein involved, and in full and complete satisfaction and settlement of Ohio Workers' Compensation Claim No. 18-129106 as well as any other actual or potential workers' compensation claim(s) with respect to injury or occupational disease where the date of injury or date of disability due to occupational disease, per R.C. 4123.85, occurred on or before the date of this agreement set forth above. Plaintiff/Claimant understands and agrees that, by signing this agreement, Plaintiff/Claimant waives all rights to workers' compensation claims for compensation, benefits, damages, medical or hospital expenses, prescriptions, drugs, medicines, nursing services, attorney fees, and/or expenses of any kind whatsoever, consistent with the terms of R.C. 4123.80. Pursuant to R.C. 4123.67, all settlement awards are subject to any orders for child support authorized under R.C. Chapter 3119, 3121, and 3123. **Except for the terms, if any, listed in paragraphs six (6) and/or seven (7) which follow, the parties to this agreement expressly intend that all claims for work-related injury and/or**

occupational disease(s), as described previously in this paragraph, be forever relinquished and discharged.

(3) Any overpayment in any of the claimant's workers' compensation claims shall be deducted from the amount of this settlement, unless otherwise noted in paragraph seven below. "Overpayment" includes, but is not limited to, amounts declared by order of the Bureau of Workers' Compensation or the Industrial Commission of Ohio to be overpaid, as well as any payment of compensation made by the Bureau after the date of this settlement, as set forth in the introductory clause of this settlement agreement.

(4) All medical costs for non-allowed conditions in any workers' compensation claim of the claimant shall be the obligation of Plaintiff/Claimant. Except for the terms, if any, listed in paragraphs six (6) and seven (7) which follow, the parties involved with this settlement agree that if any claim(s) or part of any claim(s) being settled has been recognized or allowed, then the cost of all medical services, hospital bills, drugs and medicines with date(s) of service or filling of related prescriptions (not to exceed a 30-day supply) provided to the injured worker before the effective settlement date, shall be the responsibility of the Bureau, provided such costs result from the allowed conditions of the claims and are properly payable under current medical payment guidelines established by the Bureau or Industrial Commission. The costs of medical services hospital bills, drugs and medicines (not to exceed a 30-day supply) provided to the injured worker on or after the effective date of the settlement date are the responsibility of the injured worker.

(5) Unless otherwise specified in paragraph seven (7) of this agreement, settlement of any claim(s) included in this agreement in no way impairs or compromises the Bureau's statutory subrogation rights as provided in R.C. 4123.93 and R.C. 4123.931.

(6) The parties further agree that the following claim(s) or items shall be **excluded** from the terms of this agreement: (WRITE **NONE** IF NO EXCLUSIONS)

NONE.

(7) Additional Terms of the Settlement Agreement: (WRITE **NONE** IF NO OTHER TERMS)

The parties agree that this lump sum settlement in the amount of \$30,000.00, **minus the amount specified in the attached addendum** as relating solely to medical costs, is to be paid by the BWC as a compromise of the Claimant's claim for past and future periodic benefits for temporary or permanent disability to which the Claimant might otherwise have been entitled. Claimant represents and relies upon the Life Tables of the Vital Statistics of the United States which provide that the Claimant has a life expectancy of _____ months. Based on this life expectancy, the Claimant represents that the pro-rated settlement amount represents \$ _____ per month. As set forth above, Plaintiff/Claimant understands that any settlement amount allocated for future medical services must be used for medical services before Medicare will consider payment for services for the conditions of the worker's compensation claim. This amount is calculated prior to deduction for attorney fees, expenses or any amount owing pursuant to R.C. 3121.03.

(8) The effective date of this settlement agreement is memorialized in the first sentence of this agreement. Further, the Plaintiff/Claimant waives any right or claim to post settlement interest by executing this agreement. The parties hereby agree that the due and payable date for this settlement is the date upon which payment is received by the Plaintiff/Claimant.

THIS SPACE INTENTIONALLY LEFT BLANK

Laura K. Steigerwald
Claim #: 18-129106

In witness whereof, the parties hereby agree to the terms and conditions of this Final Settlement Agreement and Release.

LAURA K. STEIGERWALD
Plaintiff/Claimant

Date Signed

MATTHEW A. LALLO, ESQ., (0085296)
Counsel for Plaintiff/Claimant

Date Signed

REBECCA K. DIVOKY, ESQ., (0070412)
Counsel for Defendant/Employer

Date Signed

MARK E. MASTRANGELO ESQ., (0023603)
Principal Assistant Attorney General
Counsel for Defendant, Administrator,
Ohio Bureau of Workers' Compensation
with approval by S. Omen

Date Signed

Regional Supervising Attorney
Workers' Compensation Section

Date Signed

Laura K. Steigerwald
Claim #: 18-129106

Authorization to Receive Settlement Check

By signing below, the Claimant authorizes the attorney referenced below to receive the settlement check issued due to settlement agreement between the parties.

Plaintiff/Claimant Signature

Date

Attorney for Plaintiff/Claimant (Please Print)

BWC I.D. Number

Attorney for Plaintiff/Claimant Signature

Date

IN THE COURT OF COMMON PLEAS
ASHTABULA COUNTY, OHIO

LAURA K. STEIGERWALD	:	CASE NO. 2020 CV 0326
	:	
Plaintiff,	:	
	:	JUDGE: THOMAS E. HARRIS
vs.	:	
	:	
ASHTABULA COUNTY et al.,	:	
	:	
Defendants.	:	

DISMISSAL ENTRY

Case settled and dismissed with prejudice by agreement of the parties. No record. Costs are to be paid by the Plaintiff.

JUDGE THOMAS E. HARRIS

APPROVED:

MATTHEW A. LALLO, ESQ., (0085296)
Counsel for Plaintiff/Claimant

REBECCA K. DIVOKY, ESQ., (0070412)
Counsel for Defendant/Employer

DAVE YOST (0056290)
Ohio Attorney General

MARK E. MASTRANGELO, ESQ., (0023603)
Assistant Attorney General
Counsel for Defendant/Administrator

ADDENDUM TO MONETARY SETTLEMENT
MEDICAL/INDEMNITY ALLOCATION
[REVISED 2/22/10]

Claim Number: 18-129106 Ref: _____

Injured Worker: Laura K. Steigerwald Injured Worker's Attorney: Matthew A. Lallo

Employer: Ashtabula County Employer's Attorney: Rebecca K. Divoky

DOI/DOD: 3-16-18 RISK #: 30400001-0

Supplemental Agreement with the Bureau of Workers' Compensation

It is hereby agreed to and stipulated by the parties that they have entered into a settlement agreement dated June 11, 2021, in the amount of \$30,000.00. This overall settlement agreement negotiated between the parties represents past prescription drug costs in the amount of \$-0-, future prescription drug costs in the amount of \$2,000.00, past medical costs in the amount of \$-0-, future medical costs in the amount of \$4,000.00, and indemnity payments in the amount of \$24,000.00.

BWC Authorizing Attorney

Date Signed

Injured Worker's Attorney

Date Signed