

RESOLUTION R-2019-8

A RESOLUTION RATIFYING THE ACTIONS TO SETTLE AND RELEASE CLAIMS SET FORTH IN WORKERS COMPENSATION CLAIM OF TRISH FALL, ET AL AND DECLARING AN EMERGENCY.

WHEREAS, a former employee of the Village, Trisha Fall, has filed a series of workers compensation claims against the Village of Windham; and

WHEREAS, the Village has successfully contested some or all of these claims and as a result Trisha Fall has appealed the denials part in certain litigation entitled Trisha Fall v. Windham Village, et al, Portage County Court of Common Pleas Case No. 2018 CV 00289 (the Lawsuit); and

WHEREAS, after consultation with the Village Solicitor the Village Council has provided guidance to the Solicitor as to acceptable terms under which the Lawsuit should be settled; and

WHEREAS, in compliance with the direction provided to the Solicitor a settlement and release has been negotiated and by passage of this resolution the Council intends to formally authorize the release and ratify its prior direction.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Windham, Portage County, Ohio, a majority or more of the members thereto elected concurring that:

Section 1: The actions of the Solicitor in complying with the direction of Council in executing on behalf of the Village the Release and the Dismissal Entry attached hereto as Exhibit "A" are ratified, confirmed and approved.

Section 2: By taking this action the Council acknowledges that although the Village is a party to the release, the payment in the amount is \$25,000.00 will be paid by the Bureau of Workers Compensation and counted as an expense attributable to the Village Workers Compensation risk experience. No portion of the payment will be made directly by the Village.

Section 3: The execution of the Release settles in full the Lawsuit and all other pending workers compensation claims of Trisha Fall against the Village.

Section 4: It is hereby found and determined that all actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


Section 5: This Resolution is hereby declared to be an emergency measure, becoming effective immediately on passage by Council and approval by the Mayor, necessary to protect the health, safety, morals and general welfare of the community, and for the further reason that the Lawsuit brought by Trisha Fall against the Village of Windham is settled and the Council must take formal action to ratify the settlement.

Passed by Council on first reading, March 26, 2019

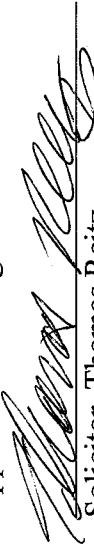
Vote of Council: Ayes: 6
Nays: 0

Attest: Approved:


Village Fiscal Officer, Cheree Taylor


Mayor, Scott Garrett

Approved as to Legal Form:


Solicitor, Thomas Reitz

Trisha A. Fall
Plaintiff/Claimant

Claim No. 15-351690

Windham Village
Defendant/Employer

Portage County Common Pleas Court

10/26/2015
Date of Injury and/or Diagnosis

Case No. 2018 CV 00289

FINAL SETTLEMENT AGREEMENT AND RELEASE

It is hereby stipulated and agreed by and between the parties this **1st day of April 2019**, as follows:

- (1) That upon the execution of this Final Settlement Agreement and Release, and the dismissal of the Notice of Appeal and Complaint by Plaintiff/Claimant, at the costs of Plaintiff/Claimant, in the above-referenced case on appeal from the disallowance of Plaintiff/Claimant's workers' compensation claim, the Administrator, while denying all liability, will award Plaintiff/Claimant the sum of: **Twenty-five Thousand Dollars (\$25,000.00)**.
- (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 involved herein, and in full and complete satisfaction and settlement of Ohio Bureau of Workers' Compensation **Claim No. 2018 CV 00289**, 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, pursuant to R.C. 4123.85, occurred on or before the date of this Agreement set forth above. By signing this Agreement, Plaintiff/Claimant understands and agrees that 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 in sections 3119, 3121, and 3123 of the Revised Code. **Except for the terms, if any, listed in paragraphs six (6) and/or seven (7) that follow, the parties to this Agreement expressly intend that all claims for work-related injuries and/or occupational**

diseases, 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 (7) below. "Overpayment" includes, but is not limited to, amounts declared by order of the Ohio 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 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) that 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 dates of service or filling of related prescriptions (not to exceed a 30-day supply) provided to the claimant before the effective date of this settlement, 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 claimant on or after the effective date of this settlement are the responsibility of the Plaintiff/Claimant.
- (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 Settlement Agreement: **NONE**

Trisha A. Fall
Claim No. 15-351690

- (7) Additional Terms of the Settlement Agreement: NONE
- (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.

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



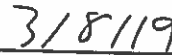
Trisha A. Fall
Plaintiff/Claimant



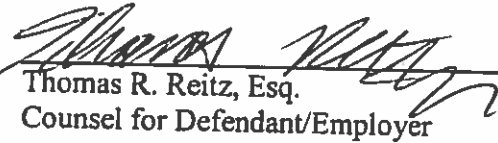
Date Signed



Christopher A. Nagy, Esq.
Counsel for Plaintiff/Claimant



Date Signed



Thomas R. Reitz, Esq.
Counsel for Defendant/Employer



Date Signed

Eugene B. Meador, Senior Assistant Attorney
General, Counsel for Defendant, Administrator,
Ohio Bureau of Workers' Compensation
with approval by Holly A. Leuchtag, Esq.

Date Signed

Jeffrey B. Duber, Principal Assistant Attorney
General, Regional Supervising Attorney, Workers'
Compensation Section

Date Signed

Trisha A. Fall
Claim No. 15-351690

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.

Trisha Fall

Plaintiff/Claimant Signature

3/8/19

Date

Ch. Nagy Christopher Nagy
Attorney for Plaintiff/Claimant (Please Print)

021116-91

BWC I.D. Number

Ch. Nagy
Attorney for Plaintiff/Claimant Signature

3/8/19

Date

