

ORDINANCE NUMBER 3129

AN ORDINANCE AUTHORIZING THE SETTLEMENT OF THE WORKERS' COMPENSATION DIVISION CLAIM OF *CHRISTOPHER MARENO, EMPLOYEE V. CITY OF VESTAVIA HILLS, ALABAMA, EMPLOYER* PENDING IN WORKERS' COMPENSATION DIVISION, DEPARTMENT OF LABOR FOR THE STATE OF ALABAMA; AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO PAY THE FUNDS DESCRIBED HEREIN AND TO TAKE ANY ACTION AND EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID SETTLEMENT.

THIS ORDINANCE NUMBER 3129 is approved, adopted and enacted by the City Council of the City of Vestavia Hills, Alabama on this the 26th day of September 2022.

WITNESSETH THESE RECITALS:

WHEREAS, Alabama law at Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances and all of the property, realand personal, belonging to the City; and

WHEREAS, Title 11-43-43, *Code of Alabama, 1975*, provides that all legislative powers granted to cities shall be exercised by the City Council; and

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities bodies corporate and gives them the power to contract and be contracted with; provided, however, thatthe contract is in writing as required by Title 11-47-5, *Code of Alabama, 1975*; that the execution and delivery of the contract shall have first been approved by the City Council, *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166(2011), in the form of an ordinance or resolution, *Van Antwerp, et al v. Board of Commissioners of City of Mobile*, 217 Ala. 201, 115 So. 239 (1928); that the contract be signed by the Mayor as required by Title 11-43-83, *Code of Alabama, 1975*; and that the contract be signed by the City Manager as required by Title 11-43-21(7), *Code of Alabama, 1975*;and

WHEREAS, Title 11-47-24(b), *Code of Alabama, 1975*, provides that all municipal corporations of the State of Alabama are authorized to contract at governmental expense for policies of liability insurance to protect the City and its employees in the course of their employment; and

WHEREAS, Title 11-47-190, *Code of Alabama, 1975*, provides that municipalities maybe liable for negligence; and

WHEREAS, Title 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities with a limit of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the workman's compensation case of *Christopher Mareno*, (hereinafter referred to as "Claim") was filed with the Workers' Compensation Division of the Alabama Department of Labor against the City and said Claim is presently pending; and

WHEREAS, a copy of the Settlement Agreement and Memorandum Agreement dated September 2022 is attached hereto, marked as Exhibit A and is incorporated into this ordinance by reference as though set out fully herein.

WHEREAS, attorneys and legal counsel of record representing the City in the lawsuit have recommended that the City accept the Plaintiffs offer of settlement to the City as detailed in said Memorandum Agreement; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The recitals set forth in the premises above are hereby incorporated into this ordinance by reference as though set out fully herein.
2. The City Manager and Mayor are hereby authorized and directed to settle the Claim described in the premises above and attached.
3. The total amount of settlement to be paid by and/or for and on behalf of the City of Vestavia Hills, Alabama ("City") shall be the sum of Fifteen Thousand Dollars (\$15,000.00) and the restoration of 840 hours of sick with pay employee (SWPE) time. Upon payment, the Claim against the City shall be settled.
4. The City Manager is hereby authorized and directed to pay the funds specified in section 3 above and to take any action and execute and deliver any and all documents necessary to effectuate said settlement.
5. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
6. The provisions of this Ordinance Number 3129 shall become effective immediately upon the passage, approval and adoption thereof by the City Council and the

publication and/or posting thereof as required by Alabama law.

ORDAINED, APPROVED, ADOPTED, DONE and ORDERED on this the 26th day of September, 2022.


Ashley C. Curry
Mayor

ATTESTED BY

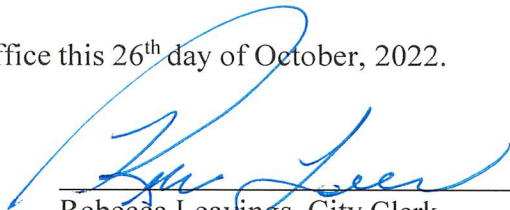

Rebecca Leavings,
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 26th day of October 2022 while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 26th day of October, 2022.



Rebecca Leavings, City Clerk

GENERAL RELEASE AND INDEMNITY AGREEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **CHRISTOPHER MARENO**, for and in consideration of the total lump sum payment of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) plus the restoration of 840 hours of SWPE time**, as reflected in the separate but related Memorandum Agreement entered in this matter, the receipt and sufficiency of which is hereby acknowledged by the undersigned, does for himself, his heirs, executors, administrators, agents, and assigns, hereby release, acquit and forever discharge **CITY OF VESTAVIA HILLS; THE MUNICIPAL WORKERS COMPENSATION FUND; THE LEAGUE OF MUNICIPALITIES; MILLENNIUM RISK MANAGEMENT** and its/their respective heirs, administrators, parent companies, subsidiary companies, affiliate companies, member companies, fund members, servants, agents, employees, directors, officers, insurers, reinsurers, legal counsel, predecessors, successors and assigns (hereinafter "Releasees"), of and from any and all actions, causes of action, claims, demands, suits and damages of every kind and nature, which the undersigned has had, now has, or may hereafter have, whether now known or hereafter discovered, both to person and property, so that the undersigned will have no claim against the Releasees, directly or indirectly, as a result of, arising out of, connected directly or indirectly with, or in any way based upon or incidental to his alleged work related accident, non-accidental injury, or disease occurring on or about June 9, 2020, June 15, 2020 and/or June 22, 2020, and any resulting injuries, his workers' compensation claim (including any claim for past, present or future indemnity, vocational or medical benefits, or otherwise), and from any and all other claims, demands, damages, costs, expenses, compensation, and all consequential damages

whether or not relating to any of the matters, allegations or claims referred to herein.

The undersigned expressly acknowledges that the release and waiver referred to above is a compromise of a doubtful and disputed claim and that this settlement for value is not to be construed as an admission of liability on the part of the Releasees, or any others, by whom liability is expressly denied.

The undersigned acknowledges and understands that the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity, or any third-party medical treatment insurer, provider, or coverage may have claims against all or a portion of the undersigned's settlement of past, present and future indemnity, vocational and medical workers' compensation benefits in the event he seeks medical treatment at their expense. Consideration has been given to the fact that the undersigned has not applied for and/or is not receiving Social Security benefits and Medicare coverage/benefits, nor does he have a reasonable expectation of applying for and/or receiving said benefits in the next thirty (30) months. It is not the intention of the parties to this release to transfer or shift responsibility for medical treatment to Social Security, the United States, the State of Alabama, Medicare, Medicaid, or any other governmental entity or third-party medical insurer for medical treatment and expenses associated with the alleged injuries suffered as a result of the claimed on-the-job accident, non-accidental injury, or disease of June 9, 2020, June 15, 2020 and/or June 22, 2020.

The undersigned represents and warrants that, to the extent applicable, he will read and adhere to any requirements or regulations imposed by Medicare or any others and fully assumes any and all responsibility and liability associated with any future medical treatment of obligations related to the June 9, 2020, June 15, 2020 and/or June 22, 2020 alleged accident, non-accidental

injury, or disease.

In still further consideration of the aforesaid payment, the undersigned stipulates and agrees that any claims or liens, including but not limited to any subrogation claims, payment claims, overpayment claims, conditional payments, etc., whether now known or later discovered, against the undersigned, or any others, as the result of this alleged on-the-job accident, non-accidental injury, or disease, in any way involving or which are against these settlement monies, will be paid, or have been paid or otherwise satisfied by the undersigned prior to disbursement or use of said settlement monies.

This settlement has been premised upon the representations made by the undersigned that the undersigned has the sole right to receive any payments or proceeds being paid on behalf of the persons and companies released herein and that he is over the age of nineteen (19) years and of sound mind.

NO PROMISE, INDUCEMENT OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO ME. THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL, AND ARE NOT A MERE RECITAL.

The undersigned does hereby declare that the terms of this settlement have been completely read, or read to him, and understood and voluntarily accepted for the purposes of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the incident(s) involving the alleged work-related accident, non-accidental injury and/or disease to the undersigned as described above. The undersigned further acknowledges that he has had the opportunity to consult with legal counsel of his own choosing and after doing so, he has

read this General Release and Indemnity Agreement and all other settlement documents (or had same read to him), and fully understands them and has signed them voluntarily.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this _____ day of September 2022.

CHRISTOPHER MARENO
Employee

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

On this _____ day of September 2022, before me, a Notary Public within and for said County and State, personally appeared **CHRISTOPHER MARENO** to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

Notary Public
My Commission Expires: _____

READ AND APPROVED BY:

KAREN BERHOW
Attorney for Plaintiff

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
Montgomery, Alabama 36131

MEMORANDUM AGREEMENT

Pursuant to §25-5-292
Alabama Workers' Compensation Law

CHRISTOPHER MARENO,	Employee	Social Security No.:	xxx-xx-1089
CITY OF VESTAVIA HILLS,	Employer	Date of Injury:	June 9, 2020 June 15, 2020 June 22, 2020

Jefferson County, Alabama

Pursuant to §25-5-290(e) of the Alabama Workers' Compensation Law, a benefit review conference was held by agreement between the above parties with Ombudsman, Ted Roose.

Issues – the issues presented for mediation were as follows:

- Closed** Permanent Partial Disability/Permanent Total Disability
- Closed** Vocational Rehabilitation Service
- Closed** Vocational Disability
- Closed** Future Medical Services

Resolution –

The parties have reached a compromised agreement of a hotly contested and wholly disputed claim whereby the Employee, CHRISTOPHER MARENO, agrees to accept, and the Employer, CITY OF VESTAVIA HILLS, agrees to pay, the lump sum in the amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), plus the restoration of 840 hours of Sick With Pay Employee (SWPE) time** in full, final and complete settlement of any and all claims of any nature or kind, whether now known or later discovered, including but not limited to any claim arising out the Employee's employment relationship with the Employer as well as any claim for past, present or future workers' compensation indemnity, vocational benefits and medical benefits arising out of the alleged June 9, 2020, June 15, 2020, and/or June 22, 2020 on the job accident, non-accidental injury and/or disease. This settlement includes any and all claims the Employee may have for temporary total disability benefits, temporary partial disability benefits, permanent total disability benefits and permanent partial disability benefits, any claims for vocational disability benefits, retraining or rehabilitation at the expense of the Employer (including any claim pursuant to §25-5-57(a)(3)(i), Ala. Code (1975)), and future medical benefits which shall be closed. **(Future Medical Benefits Closed)**. The Employee represents and warrants that he has not applied for disability benefits through the Social Security Administration nor does he have a reasonable expectation of becoming eligible for said benefits within the next preceding thirty (30) months.

The Employee further represents and warrants that he is not currently receiving Medicare or Medicaid benefits and does not have a reasonable expectation of becoming eligible for Medicare or Medicaid benefits within the next preceding thirty (30) months. This Ombudsman determines, based upon that representation and warranty, and the direct questions to the Employee, Employer, and/or their representative that the Employee has no reasonable expectation of receiving benefits from the Social Security Administration and/or Medicare within the next thirty (30) months. The parties further stipulate, they have considered Medicare's interests in this settlement and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative, that an allocation for future Medicare covered expenses is not required at this time pursuant to the policy and procedure established by the Center for Medicare and Medicaid Services (CMS) through its policy memoranda and its WCMSA Reference Guide 3.7 of June 6, 2022, or any subsequently released version. The parties stipulate that it is not the intention of any party to this action to shift responsibility for future medical benefits to the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity or third-party medical provider. Rather, it is the express intention of the parties that the parties are as fully as possible compensating the Employee for the injuries and damages he has suffered without the constraints of selected and managed care as required by the Workers' Compensation Act of Alabama, as last amended. Consideration has been given to the fact that the Employee has not applied for and is not receiving Social Security Disability benefits and/or Medicare coverage at this time. This Ombudsman determines that the parties have adequately considered Medicare's interests in the resolution of this matter.

The Employee acknowledges and agrees that he has a right to legal counsel and has selected Larry King, Esq. and/or Karen Berhow, Esq. to represent him in this matter. The Employee acknowledges and agrees that he has sought guidance and counsel from said attorneys in regard to his legal rights and in entering this settlement agreement and that his chosen legal counsel are entitled to an attorney fee as set by statute and reimbursement of reasonable costs in representation of the Employee. The Employee also acknowledges and agrees that he has a right to a trial of his workers' compensation claim, and after consideration of his right to trial and consultation with his chosen legal representation, he has voluntarily waived the same in order to participate in this settlement.

The parties agree and stipulate that on or about June 9, 2020, June 15, 2020, and/or June 22, 2020, Employee was employed by the Employer as a firefighter. As to such employment, the parties were subject to and governed by the Workers' Compensation Act of Alabama, as last amended. On the aforesaid date, Employee alleges he sustained chest pain 1 ½ months earlier and now was scheduled for cardiac bypass surgery. The Employee contends that his Employer was notified of his chest pain at the time the event(s) occurred. The Employer contests notice of any claimed on-the-job accidental, non-accidental or occupational illness or disease and generally denies all liability with respect to this claim. These are disputed claims. Regarding past, unauthorized medical treatment and any and all future treatment (including treatment that would otherwise be authorized), the parties have a dispute. The Employee asserts that certain past, unauthorized treatment and future medical treatment may be compensable under the Act. The Employer denies the Employee's claims and asserts that any and all past, unauthorized

treatment and any and all future medical treatment would not be compensable under the Act. The parties jointly stipulate and agree as a part of this settlement that any and all past, unauthorized medical treatment and any and all future medical treatment received by the Employee would not be compensable treatment under the Workers' Compensation Act of Alabama, as amended. Accordingly, any and all past, present and future medical benefits are CLOSED.

The Employee was seen at by his primary physician, Dr. Brian Wells on July 7, 2020 at which time he reported chest discomfort not associated with exercise. Ultimately he was referred to Alabama Cardiovascular and then on September 14, 2020 underwent surgery, four coronary artery bypass grafting procedures, performed by Dr. John Casterline at Grandview Medical Center. The Employer contends that all medical treatment rendered to the Employee was unauthorized, that none of the Employee's medical conditions arise out of and in the course of his employment, that the Employee's medical condition is not caused or aggravated by his employment, and that the Employer is not liable for payment of workers' compensation medical benefits to these medical providers or on the Employee's behalf. The parties stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the Employee's present medical condition is not compensable under Alabama's Workers' Compensation Act, and no workers' compensation benefits are due to be paid by the Employer to or on behalf of the Employee. The parties further stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the employee has reached maximum medical improvement (MMI) with respect to his current medical condition.

At the time of the alleged accident, non-accidental injury, and/or disease, the Employee average weekly wage was approximately \$XXXX with a corresponding maximum compensation rate of \$XXXX. The Employer has paid no indemnity or medical benefits to or on behalf of the Employee. The Parties stipulate that the Employee's time away from work for the medical treatment reflected herein totaled 840 hours.

The Employee understands that this settlement will be paid in a lump sum and that the Employee's attorney is to receive a 15% attorney fee of the lump sum, in addition to reimbursement for reasonable expenses incurred in the prosecution of this matter. Said lump sum payment, after reduction of attorney fees and expenses incurred, leaves a balance of \$11,975.60 to be paid to Employee. The amount to be paid under this settlement shall be paid without commutation of interest and shall represent the compromise agreement that the Employee is 49 years of age, and has a life expectancy of 32.16 years, or 1,676.8224 weeks forward from the date of this agreement and that the settlement herein reached represents the payment of, to wit: \$37.14 per week over the life expectancy of the Employee. The parties jointly stipulate that they have adequately considered Medicare's interest.

The Employee represents, stipulates and warrants that he has entered into this agreement voluntarily and on his own free will, and has not been influenced, coerced or pressured by anyone in reaching this settlement. The Employee acknowledges and affirms that he has been informed that he does not have to accept this settlement. The Employee further acknowledges that he has read the settlement documents or had the same read to him in his native tongue, has had sufficient opportunity to consult with his chosen legal counsel about same, and fully

understands the terms and conditions and has signed them voluntarily. The Employee represents that this settlement is in the Employee's best interest, and by execution of this agreement after examination of the Employee and approval of this settlement, the below signed Ombudsman agrees.

Settlement Document – The parties do not intend to submit this settlement to the court for approval.

Dated the th day of September, 2022.

Employee,
CHRISTOPHER MARENO

Claims Representative

Attorney for Employee
KAREN BERHOW

Attorney for Employer
JONATHAN BERRYHILL

Employer

Ombudsman, Ted Roose

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
Montgomery, Alabama 36131

CHRISTOPHER MARENO, Employee Social Security No.: xxx-xx-1089
CITY OF VESTAVIA HILLS, Employer Date of Injury: June 9, 2020
June 15, 2020
June 22, 2020

Jefferson County, Alabama

AFFIDAVIT

I acknowledge that I have the right to be represented by counsel, and the right to have any settlement of my claim reviewed by a court of competent jurisdiction at any time within 60 days after the date of the settlement, and at the end of 60 days it shall be final and irrevocable. I have had the opportunity to consult with legal counsel of my own choosing regarding these rights and fully understand my rights to have this settlement reviewed by a court of competent jurisdiction and with this understanding, cognizant of my rights, whereby in exchange for accepting the lump sum payment of \$15,000, I hereby waive the right to have this settlement reviewed and understand that the settlement shall be final and irrevocable as of the date below.

Dated the th day of September, 2022.

at Birmingham, Alabama
City/State

Employee, CHRISTOPHER MARENO

STATE OF ALABAMA
COUNTY OF JEFFERSON

On this th day of September, 2022, before me, a Notary Public within and for said County and State, personally appeared CHRISTOPHER MARENO, to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

Notary Public, State at Large
My Commission Expires: _____

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
Montgomery, Alabama 36131

MEMORANDUM AGREEMENT

Pursuant to §25-5-292
Alabama Workers' Compensation Law

CHRISTOPHER MARENO,	Employee	Social Security No.:	xxx-xx-1089
CITY OF VESTAVIA HILLS,	Employer	Date of Injury:	June 9, 2020 June 15, 2020 June 22, 2020

Jefferson County, Alabama

Pursuant to §25-5-290(e) of the Alabama Workers' Compensation Law, a benefit review conference was held by agreement between the above parties with Ombudsman, Ted Roose.

Issues – the issues presented for mediation were as follows:

- Closed** Permanent Partial Disability/Permanent Total Disability
- Closed** Vocational Rehabilitation Service
- Closed** Vocational Disability
- Closed** Future Medical Services

Resolution –

The parties have reached a compromised agreement of a hotly contested and wholly disputed claim whereby the Employee, CHRISTOPHER MARENO, agrees to accept, and the Employer, CITY OF VESTAVIA HILLS, agrees to pay, the lump sum in the amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), plus the restoration of 840 hours of Sick With Pay Employee (SWPE) time** in full, final and complete settlement of any and all claims of any nature or kind, whether now known or later discovered, including but not limited to any claim arising out the Employee's employment relationship with the Employer as well as any claim for past, present or future workers' compensation indemnity, vocational benefits and medical benefits arising out of the alleged June 9, 2020, June 15, 2020, and/or June 22, 2020 on the job accident, non-accidental injury and/or disease. This settlement includes any and all claims the Employee may have for temporary total disability benefits, temporary partial disability benefits, permanent total disability benefits and permanent partial disability benefits, any claims for vocational disability benefits, retraining or rehabilitation at the expense of the Employer (including any claim pursuant to §25-5-57(a)(3)(i), Ala. Code (1975)), and future medical benefits which shall be closed. **(Future Medical Benefits Closed)**. The Employee represents and warrants that he has not applied for disability benefits through the Social Security Administration nor does he have a reasonable expectation of becoming eligible for said benefits within the next preceding thirty (30) months.

The Employee further represents and warrants that he is not currently receiving Medicare or Medicaid benefits and does not have a reasonable expectation of becoming eligible for Medicare or Medicaid benefits within the next preceding thirty (30) months. This Ombudsman determines, based upon that representation and warranty, and the direct questions to the Employee, Employer, and/or their representative that the Employee has no reasonable expectation of receiving benefits from the Social Security Administration and/or Medicare within the next thirty (30) months. The parties further stipulate, they have considered Medicare's interests in this settlement and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative, that an allocation for future Medicare covered expenses is not required at this time pursuant to the policy and procedure established by the Center for Medicare and Medicaid Services (CMS) through its policy memoranda and its WCMSA Reference Guide 3.7 of June 6, 2022, or any subsequently released version. The parties stipulate that it is not the intention of any party to this action to shift responsibility for future medical benefits to the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity or third-party medical provider. Rather, it is the express intention of the parties that the parties are as fully as possible compensating the Employee for the injuries and damages he has suffered without the constraints of selected and managed care as required by the Workers' Compensation Act of Alabama, as last amended. Consideration has been given to the fact that the Employee has not applied for and is not receiving Social Security Disability benefits and/or Medicare coverage at this time. This Ombudsman determines that the parties have adequately considered Medicare's interests in the resolution of this matter.

The Employee acknowledges and agrees that he has a right to legal counsel and has selected Larry King, Esq. and/or Karen Berhow, Esq. to represent him in this matter. The Employee acknowledges and agrees that he has sought guidance and counsel from said attorneys in regard to his legal rights and in entering this settlement agreement and that his chosen legal counsel are entitled to an attorney fee as set by statute and reimbursement of reasonable costs in representation of the Employee. The Employee also acknowledges and agrees that he has a right to a trial of his workers' compensation claim, and after consideration of his right to trial and consultation with his chosen legal representation, he has voluntarily waived the same in order to participate in this settlement.

The parties agree and stipulate that on or about June 9, 2020, June 15, 2020, and/or June 22, 2020, Employee was employed by the Employer as a firefighter. As to such employment, the parties were subject to and governed by the Workers' Compensation Act of Alabama, as last amended. On the aforesaid date, Employee alleges he sustained chest pain 1 ½ months earlier and now was scheduled for cardiac bypass surgery. The Employee contends that his Employer was notified of his chest pain at the time the event(s) occurred. The Employer contests notice of any claimed on-the-job accidental, non-accidental or occupational illness or disease and generally denies all liability with respect to this claim. These are disputed claims. Regarding past, unauthorized medical treatment and any and all future treatment (including treatment that would otherwise be authorized), the parties have a dispute. The Employee asserts that certain past, unauthorized treatment and future medical treatment may be compensable under the Act. The Employer denies the Employee's claims and asserts that any and all past, unauthorized

treatment and any and all future medical treatment would not be compensable under the Act. The parties jointly stipulate and agree as a part of this settlement that any and all past, unauthorized medical treatment and any and all future medical treatment received by the Employee would not be compensable treatment under the Workers' Compensation Act of Alabama, as amended. Accordingly, any and all past, present and future medical benefits are CLOSED.

The Employee was seen at by his primary physician, Dr. Brian Wells on July 7, 2020 at which time he reported chest discomfort not associated with exercise. Ultimately he was referred to Alabama Cardiovascular and then on September 14, 2020 underwent surgery, four coronary artery bypass grafting procedures, performed by Dr. John Casterline at Grandview Medical Center. The Employer contends that all medical treatment rendered to the Employee was unauthorized, that none of the Employee's medical conditions arise out of and in the course of his employment, that the Employee's medical condition is not caused or aggravated by his employment, and that the Employer is not liable for payment of workers' compensation medical benefits to these medical providers or on the Employee's behalf. The parties stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the Employee's present medical condition is not compensable under Alabama's Workers' Compensation Act, and no workers' compensation benefits are due to be paid by the Employer to or on behalf of the Employee. The parties further stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the employee has reached maximum medical improvement (MMI) with respect to his current medical condition.

At the time of the alleged accident, non-accidental injury, and/or disease, the Employee average weekly wage was approximately \$XXXX with a corresponding maximum compensation rate of \$XXXX. The Employer has paid no indemnity or medical benefits to or on behalf of the Employee. The Parties stipulate that the Employee's time away from work for the medical treatment reflected herein totaled 840 hours.

The Employee understands that this settlement will be paid in a lump sum and that the Employee's attorney is to receive a 15% attorney fee of the lump sum, in addition to reimbursement for reasonable expenses incurred in the prosecution of this matter. Said lump sum payment, after reduction of attorney fees and expenses incurred, leaves a balance of \$11,975.60 to be paid to Employee. The amount to be paid under this settlement shall be paid without commutation of interest and shall represent the compromise agreement that the Employee is 49 years of age, and has a life expectancy of 32.16 years, or 1,676.8224 weeks forward from the date of this agreement and that the settlement herein reached represents the payment of, to wit: \$37.14 per week over the life expectancy of the Employee. The parties jointly stipulate that they have adequately considered Medicare's interest.

The Employee represents, stipulates and warrants that he has entered into this agreement voluntarily and on his own free will, and has not been influenced, coerced or pressured by anyone in reaching this settlement. The Employee acknowledges and affirms that he has been informed that he does not have to accept this settlement. The Employee further acknowledges that he has read the settlement documents or had the same read to him in his native tongue, has had sufficient opportunity to consult with his chosen legal counsel about same, and fully

understands the terms and conditions and has signed them voluntarily. The Employee represents that this settlement is in the Employee's best interest, and by execution of this agreement after examination of the Employee and approval of this settlement, the below signed Ombudsman agrees.

Settlement Document – The parties do not intend to submit this settlement to the court for approval.

Dated the th day of September, 2022.

Employee,
CHRISTOPHER MARENO

Claims Representative

Attorney for Employee
KAREN BERHOW

Attorney for Employer
JONATHAN BERRYHILL

Employer

Ombudsman, Ted Roose

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
Montgomery, Alabama 36131

CHRISTOPHER MARENO, Employee Social Security No.: xxx-xx-1089
CITY OF VESTAVIA HILLS, Employer Date of Injury: June 9, 2020
June 15, 2020
June 22, 2020

Jefferson County, Alabama

AFFIDAVIT

I acknowledge that I have the right to be represented by counsel, and the right to have any settlement of my claim reviewed by a court of competent jurisdiction at any time within 60 days after the date of the settlement, and at the end of 60 days it shall be final and irrevocable. I have had the opportunity to consult with legal counsel of my own choosing regarding these rights and fully understand my rights to have this settlement reviewed by a court of competent jurisdiction and with this understanding, cognizant of my rights, whereby in exchange for accepting the lump sum payment of \$15,000, I hereby waive the right to have this settlement reviewed and understand that the settlement shall be final and irrevocable as of the date below.

Dated the th day of September, 2022.

at Birmingham, Alabama
City/State

Employee, CHRISTOPHER MARENO

STATE OF ALABAMA
COUNTY OF JEFFERSON

On this th day of September, 2022, before me, a Notary Public within and for said County and State, personally appeared CHRISTOPHER MARENO, to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

Notary Public, State at Large
My Commission Expires: _____