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BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER


Mark LAWRENCE Claimant, v. CITY OF MUSCATINE Employer.	WCC NO.: 5056437 DOI: 11/6/2004 COMPROMISE SETTLEMENT IOWA CODE §85.35(3)
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The undersigned parties submit this Compromise Settlement pursuant to Iowa Code section 85.35(3).

- A. A dispute exists under the Iowa Workers' Compensation Law, which the parties seek to resolve by a full and final compromise disposition of Claimant's claim for benefits. The subject and nature of the dispute is the extent of Claimant's physical disability, if any, arising out of the 11/06/2004 injury, and a bona fide dispute as to whether a substantial portion of the claimed disability is related to conditions caused by the 11/06/2004 injury and compensability of said claimed disability.
- B. If Claimant is not represented by an attorney; a Claimant's Statement and evidence of the dispute is attached. Rule 876 IAC 6.1. Claimant is represented by attorney Nick Shaull.
- C. As a compromise of their competing interests, the parties agree to the payment and other terms of settlement contained in the attached page(s).
- D. Release: In consideration of this payment, Claimant releases and discharges the above Employer from all liability under the Iowa Workers' Compensation Law for the above compromised claim.
- E. Statement of Awareness of Claimant: I have read the compromise settlement and attached page(s). I understand that the money I receive under this settlement is the total amount I will receive from my claim and that there will not be a hearing and decision on my claim. I am aware that if the Workers' Compensation Commissioner approves this compromise settlement and the Employer pays me the agreed sum, then I am barred from future claims or benefits under the Iowa Workers' Compensation Law for the injury(ies) compromised. I understand I may: 1) consult with an attorney of my own choosing, or 2) call the Iowa Division of Workers' Compensation at (515) 281-5387, or both in order to receive a full explanation of the terms of this document and of my rights under the Iowa Workers' Compensation Law. I have either done so or freely waive my right to do so.

08 JAN 19 4:55 PM
IOWA DIVISION OF WORKERS' COMPENSATION

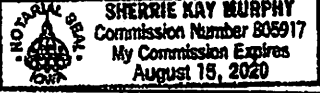
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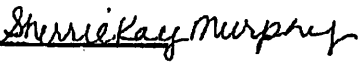

Nick Straull, Date
Claimant's Attorney

1/16/2018


Mark Lawrence, Claimant Date

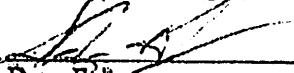
Subscribed and sworn to by Claimant before me on this 11 day of January, 2018.





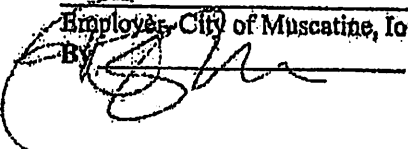
Notary Public

Employer: The employer consents to the compromise settlement.


Doug Fulton
Employer's Attorney

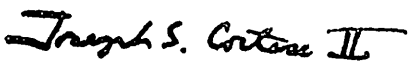
1/16/18
Date

Employer: City of Muscatine, Iowa Date

By 

ORDER

I find that substantial evidence supports the terms of the foregoing settlement, the employee knowingly waives hearing, decision, and resulting statutory benefits and the settlement is a reasonable and informed compromise of the competing interests of the parties. The foregoing settlement is therefore approved this 11th day of January, 2018.



Iowa Workers' Compensation Commissioner

FILED
JAN 19 2018

WORKERS' COMPENSATION

The information provided will be open for public inspection under Iowa Code § 22.11 and 86.45(1). 14-0025 (7/05)

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

Mark LAWRENCE Claimant, v. CITY OF MUSCATINE Employer.	WCC NO.: 5056437 DOI: 11/6/2004 TERMS OF COMPROMISE SETTLEMENT UNDER IOWA CODE §85.35(3)
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The City of Muscatine, Iowa, on behalf of itself, its elected officials, departments, commissions, employees, agents, successors and assigns, including but not limited to the Muscatine Police Department, past or present, and all members of said department, past or present ("City"), and Mark Lawrence, on behalf of himself, his heirs, executors, successors and assigns, "Lawrence," hereby enter into this Settlement and Global Release Agreement ("Agreement") as follows:

WHEREAS, Lawrence was employed with the City as a police officer from 2001 through 2013, when his employment was terminated;

WHEREAS, Lawrence sustained injuries during his employment with the City, including a November 6, 2004 injury to his left knee, which have been treated as work related injuries;

WHEREAS, Lawrence has filed a Contested Claim with the Iowa Workers Compensation Commissioner related to his November 6, 2004 left knee injury;

WHEREAS, the City has filed a denial to the Contested Claim, including challenge of the jurisdiction of the Iowa Workers Compensation Commissioner;

WHEREAS, no evidentiary hearing has been held and no final adjudication has been issued regarding Lawrence's Contested Claim;

WHEREAS, in consideration of monies to be paid under a Compromise Settlement pursuant to Iowa Code section 85.35(3) of the Iowa Code, Lawrence has agreed to settle all of his claims;

WHEREAS, it is in the public interest that these and all other possible claims be resolved without resorting to the expense and risk of further litigation; and

WHEREAS, both parties desire to settle all potential outstanding issues between them, whether the subject of the above claims or otherwise, on the terms and conditions stated in this Agreement.

NOW, THEREFORE, the City and Lawrence agree as follows:

1. **NO ADMISSION:** The Parties agree that neither this Agreement nor performance hereunder constitutes an admission by either Party of any violation or liability under the Iowa Workers Compensation statutes, any federal, state or local law, regulation, ordinance or any common-law tort or claim, or any other wrongdoing of any type regardless of the source of authority therefore. Lawrence acknowledges that the City and all individuals associated therewith have denied and continue to deny all liability to Lawrence.
2. **PAYMENT:** City and its Insurance Carrier shall upon approval by the Iowa Workers' Compensation Commissioner of this Compromise Settlement pay unto the Lawrence the sum of \$62,500.00, which sum includes any and all future medical expense and consideration for the Representations and Release set forth below. According to the table set out in Chapter 6 of the Administrative Rules promulgated by the Iowa Workers' Compensation Commissioner, Lawrence has a remaining life expectancy of 1,903 weeks. The net value of settlement, after reduction for attorney fees and costs totaling \$21,486.25 is \$41,013.75. Dividing 1,903 weeks into the net settlement amount of \$41,013.75 produces a weekly settlement rate of \$21.55, a weekly settlement rate stipulated to by the parties.

The parties have recognized and carefully considered Medicare's interests as it relates to future medical expenses in settlement of this claim. It is not the purpose of this settlement agreement to shift the responsibility for payment of medical expenses for the treatment of the alleged work related conditions from the parties to Medicare and/or Medicaid. Lawrence declares and expressly warrants that he is not a Medicare beneficiary nor is there a reasonable likelihood that Lawrence will become a Medicare beneficiary within 30 months of the settlement as: Lawrence is not receiving Social Security Disability Benefits, Lawrence has not applied for Social Security Disability Benefits, Lawrence is not age 62.5 or greater, and Lawrence does not have ESRD or ALS. Relying on these representations, no Medicare Set Aside Allocation ("MSA") is being established nor is this settlement being submitted to the Centers for Medicaid and Medicare Services ("CMS") for approval. In the event that any of the above information provided by Lawrence is false or in any way incorrect, Lawrence shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies and/or misrepresentations. Lawrence acknowledges that Medicare may require him to exhaust the entire settlement proceeds - or at least the amount set aside for future medical expenses as set forth later in this document - should he become Medicare eligible.

It is further understood and agreed to by the Parties that this agreement was entered into with the understanding that payment of the \$62,500.00 represents the only and final award the Lawrence shall ever receive with respect to his alleged injury of November 6, 2004 or any other claim, demand, injury, action, cause of action, damage, penalty, cost, service, compensation or otherwise, known or unknown, that Lawrence has now or may have in the future against the City or its elected officials, departments, commissions, employees, agents, successors and assigns, including but

not limited to the Muscatine Police Department, past or present, and all members of said department, past or present.

3. **MEDICAL EXPENSES:** Lawrence, in consideration of the payments hereinafter to be made and referred to, assumes and agrees to pay for any future medical, chiropractic, surgical, hospital, nursing and related services, supplies or appliances rendered unto the Lawrence in treating and caring for any of the alleged injuries, diseases or conditions herein involved. The City agrees to pay for any unpaid causally related authorized medical up to the date of the settlement. Lawrence also hereby represents to the City that he is not enrolled in Medicare at the time of this settlement or any time before this settlement, nor does he intend to enroll in Medicare within 30 months of this settlement. It is not the intent of the parties to this settlement to shift the medical expenses, past or future, to Medicare. Accordingly, the parties affirmatively state their belief that all causally related authorized medical expenses have been paid.

The City agrees that they will process all charges for unpaid authorized, causally-related medical treatment which occurred prior to December 14, 2017. Any medical bills which are not causally-related or authorized, in addition to all future medical bills, will not be paid by the City and will be the responsibility of Lawrence.


4. **MISCELLANEOUS:**

- a. This Agreement shall be construed in accordance with the laws of the State of Iowa.
- b. Any dispute involving interpretation of this Agreement or the Parties' obligations and benefits herein, including any action to enforce this Agreement, shall be brought in a court of competent jurisdiction in Muscatine County, Iowa.
- c. The Parties acknowledge that this Agreement may be a public record subject to inspection and copying. Nonetheless, the Parties shall not cause this settlement to be publicized and, if asked, the Parties shall state only that the claims have been settled and refer to the settlement documents.
- d. If any part of this Agreement is found unenforceable and set aside by a court of competent jurisdiction, the remainder of the Agreement shall still be enforced to the extent possible under the language found not to be objectionable.
- e. This Agreement along with the Compromise Settlement Form, shall constitute the entire agreement and understanding between the Parties relating to the subject matter of this Agreement.
- f. This Agreement may be modified or amended only by a written agreement signed by both Parties.
- g. The Parties enter into this Agreement voluntarily and that no Party has made any representations concerning the terms and conditions of this Agreement other than those contained herein.
- h. The Parties warrant and represent that they have carefully read, and fully understand, all of the provisions and effects of this Agreement, and that they have discussed same with their respective attorneys.
- i. The Parties understand and agree that the Compromise Settlement, and this Agreement, cannot be finalized until approved by the City Council for the City of Muscatine, Iowa as well as the Iowa Workers Compensation Commissioner.

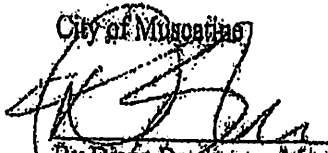
**THIS DOCUMENT INCLUDES A RELEASE OF CLAIMS, READ CAREFULLY
BEFORE SIGNING.**

Dated this ___ day of _____, 20__.

Mark Lawrence, Claimant

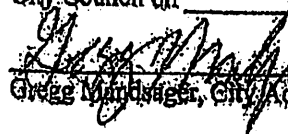


City of Muscatine



By Diana Broderon, Mayor

Approved by Majority Vote of Muscatine
City Council on _____, 20__.

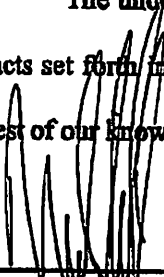


Greg Mandstater, City Administrator

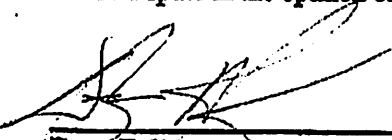
BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

Mark LAWRENCE Claimant, v. CITY OF MUSCATINE Employer.	WCC NO.: 5056437 DOI: 11/6/2004 PROFESSIONAL STATEMENT
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The undersigned attorneys state that we represent the parties hereto and that any and all facts set forth in this Compromise Settlement Under §85.35(3), The Iowa Code, are true to the best of our knowledge and that same constitute a bona fide dispute in the opinion of counsel.



Nick Shaull
2423 Ingersoll Avenue
Des Moines, IA 50312
P: 515-277-6559
F: 515-277-7536
NICK.SHAULL@SBSATTORNEYS.COM
ATTORNEY FOR CLAIMANT



Doug Fulton
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
P: 515-274-1450
F: 515-275-1488
doug.fulton@brickgentrylaw.com
ATTORNEY FOR DEFENDANT

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

Mark LAWRENCE Claimant, v. CITY OF MUSCATINE Employer.	WCC NO.: 5056437 DOI: 11/6/2004 RELEASE OF CLAIMS, RECEIPT AND SATISFACTION, DISMISSAL WITH PREJUDICE, AND COVENANT
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COMES NOW the Claimant and hereby acknowledges receipt of the sum of \$62,500.00, in full and final settlement, satisfaction, release and discharge of any and all claims against the Employer of any kind or character whatsoever because of any injury, disease, or condition alleged to have been sustained by Claimant on or about 11/06/04, or at any time up to the time of the approval of this Compromise Settlement by the Iowa Workers' Compensation Commissioner and alleged to have occurred while in the employment of the Employer herein.

Claimant does further covenant at Claimant's expense, including reasonable attorneys' fees, to hold Employer forever harmless with respect to claims, actions, and litigation resulting from or in connection with the injuries alleged to have occurred on the date aforesaid or at any time up to the time of the approval of this Compromise Settlement by the Iowa Workers' Compensation Commissioner.



Mark Lawrence, Claimant

STATE OF IOWA)
) ss:
COUNTY OF *Adair*)

On this 11 day of January, 2018, before me personally appeared Mark Lawrence, to be known to me to be the person individually described and who executed the foregoing instrument and acknowledged to me the act of signing and sealing thereof as her voluntary act and deed.



Sherrie Kay Murphy

NOTARY PUBLIC IN AND FOR SAID STATE

GLOBAL RELEASE

The City of Muscatine, Iowa, on behalf of itself, its elected officials, departments, commissions, employees, agents, successors and assigns, including but not limited to the Muscatine Police Department, past or present, and all members of said department, past or present ("City"), and Mark Lawrence, on behalf of himself, his heirs, executors, successors and assigns, "Lawrence," hereby enter into this Settlement and Global Release Agreement ("Agreement") as follows:

WHEREAS, Lawrence was employed with the City as a police officer from 2001 through 2013, when his employment was terminated;

WHEREAS, Lawrence sustained injuries during his employment with the City, including a November 6, 2004 injury to his left knee, which have been treated as work related injuries;

WHEREAS, Lawrence has filed a Contested Claim with the Iowa Workers Compensation Commissioner related to his November 6, 2004 left knee injury;

WHEREAS, the City has filed a denial to the Contested Claim, including challenge of the jurisdiction of the Iowa Workers Compensation Commissioner;

WHEREAS, no evidentiary hearing has been held and no final adjudication has been issued regarding Lawrence's Contested Claim;

WHEREAS, in consideration of monies to be paid under a Compromise Settlement pursuant to Iowa Code section 85.35(3) of the Iowa Code, Lawrence has agreed to settle all of his claims and provide a global release separate and in addition to the Compromise Settlement pursuant to Iowa Code section 85.35(3);

WHEREAS, it is in the public interest that these and all other possible claims be resolved without resorting to the expense and risk of further litigation; and

WHEREAS, both parties desire to settle all potential outstanding issues between them, whether the subject of the above claims or otherwise, on the terms and conditions stated in this Agreement.

NOW, THEREFORE, the City and Lawrence agree as follows:

1. **IOWA CODE SECTION 85.35(3) SETTLEMENT**: The Parties have entered into an Iowa Code Section 85.35(3) Compromise Settlement. As part of the Parties settlement negotiations and in consideration for payment set forth under the Compromise Settlement, which is attached hereto as Exhibit 1 and incorporated hereto as though fully set forth herein, the Parties have agreed to provide global releases in addition to such Compromise Settlement.

2. **LAWRENCE REPRESENTATIONS:** Lawrence agrees that the payment set forth in the 85.35(3) settlement as the release set forth herein shall suffice as consideration for the settlement of his claims before the Iowa Workers Compensation Commissioner as well as all the Release set forth below. Lawrence represents that he shall not file any claim or lawsuit with any agency or court against the City or any of its elected officials, employees, former employees or agents, including but not limited to the Muscatine Police Department, past or present and any members of said department, past or present, including any future or additional workers compensation claims, claims for Chapter 411 benefits, or any other claim, demand, injury, lawsuit, action, cause of action, damage, penalty, cost, service, compensation or otherwise, known or unknown, that Lawrence has now or may have in the future against the City related to his employment with the City, Chapter 411, any injury related to his employment with the City, and or any other claim against the City that has, in any way, arisen or accrued as of the date of execution of this Agreement. Lawrence shall not pursue any claims for workers compensation benefits for any injury arising from his employment with the City after the Workers Compensation commissioner approves his Compromise Settlement and understand that this Agreement will foreclose all rights to any other workers' compensation benefits from the City. Lawrence understands and agrees that this Agreement provides for the only payment, including medical benefits, he will receive for his work related injuries and/or any other claim or action against the City. Lawrence further states and verifies that no one makes a separate claim through him for loss of consortium, loss of service or loss of support or any other claims of any kind.

3. **LAWRENCE RELEASE:** In consideration for the payments set forth in the Compromise Settlement, the representations and releases set forth in the Compromise Settlement and herein, and other good and valuable consideration, the receipt of which is expressly acknowledged by Lawrence, Lawrence fully and forever releases and discharges the City, its elected officials, departments, commissions, employees, former employees, agents, successors, assigns, and attorneys, whether past, present or future, and all predecessors, successors, and assigns from any and all liabilities, claims, demands, lawsuits, actions, causes of action, agreements, damages, penalties, costs, services, and/or compensation, of whatever kind, whether in law, equity or otherwise, known or unknown, that now exist, have ever existed, or have in any way arisen or accrued as of the date of execution of this Agreement, including but not limited to any claims of any work related injury covered by the Iowa Workers; Compensation laws, Chapter 411 of the Iowa Code, or any claims for disability benefits, wrongful termination, discrimination, or otherwise, including but not limited to claims, causes of action relating to or arising out of Lawrence's hiring, employment, or termination with the City, including but not limited to any claims, or actions, under federal or state statute, constitutional provision, common law, or under any local ordinance or rule. Lawrence covenants not to sue or institute or cause to be instituted any kind of claim or action (except to enforce this Agreement) in any federal, state or local agency or court against any of the released parties arising out of or attributable to the matters released in this Agreement, Lawrence's employment or termination of employment with the City, any work related injuries, disability or retirement benefits, or any other claims or causes of action released herein. Lawrence further agrees to hold harmless and indemnify the City for claims brought by his wife or other persons which claim may be

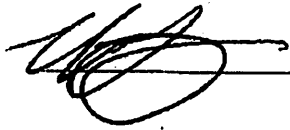
said to be derivative of any claims that might be made because of his claim of injuries or claims related to his employment with the City including, but not limited to, any claim for loss of consortium, loss of services or loss of support.

4. **CITY RELEASE:** In consideration for the representations and release set forth in the Compromise Settlement and herein, the City fully and forever releases and discharges Lawrence, his heirs, executors, successors and assigns, and attorneys, whether past, present or future, from any and all liabilities, claims, demands, lawsuits, actions, causes of action, agreements, damages, penalties, costs, services, and/or compensation, of whatever kind, whether in law, equity or otherwise, known or unknown, that now exist, have ever existed, or have in any way arisen or accrued as of the date of execution of this Agreement, including but not limited to claims, causes of action relating to or arising out of Lawrence's hiring, employment, or termination with the City, including but not limited to any claims, or actions, under federal or state statute, constitutional provision, common law, or under any local ordinance or rule. The City covenants not to sue or institute or cause to be instituted any kind of claim or action (except to enforce this Agreement) in any federal, state or local agency or court against any of the released parties arising out of or attributable to the matters released in this Agreement, Lawrence's employment or termination of employment with the City, any work related injuries, disability or retirement benefits, or any other claims or causes of action released herein.
5. **TAXES:** Lawrence agrees that if any state or federal taxes are owing from him from said payments for this Agreement or the Compromise settlement, he will be responsible for the payment of het taxes, interest and penalty, if any.
6. **COSTS:** The Parties shall be responsible for their own expenses and costs incurred as a result of the Contested Claim filed by Lawrence in with the Iowa Workers Compensation Commissioner including, but not limited to, attorney fees, expert fees, and other costs, if any.
7. **NO TRANSFER OR ASSIGNMENT:** The Parties represent that they have not assigned nor transferred any of their rights, claims, demands or causes of action covered by this Agreement and the Releases set forth herein and that they are the sole and absolute owners of all such rights, claims demands or causes of action. The Parties represent that they have not filed or suffered to be filed on their behalf any claim, action, demand or other matter of any kind (other than the Contested Claim No. 5056437) covered by this Agreement and the Releases set forth herein as of the date and time of the execution of this Agreement.

**THIS DOCUMENT INCLUDES A RELEASE OF CLAIMS, READ CAREFULLY
BEFORE SIGNING.**

Dated this ___ day of _____, 20__.

Mark Lawrence, Claimant



City of Muscatine

By Diana Broderson, Mayor

Approved by Majority Vote of Muscatine
City Council on _____, 20__.

Gregg Mandsager, City Administrator