

IN THE STATE BOARD OF WORKERS' COMPENSATION
STATE OF GEORGIA

SBWC Claim No. 2021-067009

D/A: 12/02/2020

Ernestine Smith

Phone: [REDACTED]

Hall County, Georgia
2875 Browns Bridge Road
Gainesville, Georgia 30504

Gallagher Bassett Services, Inc.
2915 Premiere Parkway
Suite 350
Duluth, Georgia 30097

Employee/Claimant

Employer/Self-Insurer

Servicing Agent

Jeffrey Kowalski
Montlick & Associates
17 Executive Park Drive
Suite 300
Atlanta, Georgia 30329
(404) 965-1860
Tax I.D.# 58-1570193

Attorney for
Employee/Claimant

Chuck DuBose
DuBose Law, LLC
604 Washington Street
Clarkesville, Georgia 30523
(706) 903-5988

Attorney for.
Employer/Self-Insurer

STIPULATION AND SETTLEMENT AGREEMENT

COMES NOW the parties to the above-styled case and file this, their Stipulation and Agreement, with the State Board of Workers' Compensation and respectfully request that it be substituted in lieu of any and all evidence which might be adduced at any hearing on the matter and that an Award be issued by the State Board of Workers' Compensation based hereon as follows:

1. The parties hereto are: ERNESTINE SMITH, hereinafter referred to as "employee," HALL COUNTY, GEORGIA, hereinafter referred to as "employer/self-insurer," and GALLAGHER BASSETT SERVICES, INC., hereinafter referred to as "servicing agent."

2. On December 2, 2020, the employee herein sustained a compensable injury involving her left knee.

3. The employee herein contends she has residual disability as a consequence of her compensable injuries. She also asserts she will require additional medical treatment as a consequence of her injuries.

4. The employer and insurer/servicing agent, on the other hand, contend the employee's condition has improved to the point he is capable of returning to work earning her pre-injury average weekly wage. The employer and insurer/servicing agent also assert the employee will require little, if any, additional medical treatment as a consequence of her injuries.

5. Bona fide and genuine disputes exist between the parties as to the facts in the case, the determination of which disputes would materially affect the amount of compensation to be received by the employee.

6. All parties are represented by counsel.

7. It is the desire and intention of the parties hereto to forever and irrevocably settle any and all claims and disputes arising out of the accident of December 2, 2020, by entering into the Stipulation and Agreement and having it approved as an Award of the State Board of Workers' Compensation, in accord with the general purposes and intent of the workers' compensation laws of Georgia, to forever and irrevocably settle any and all claims and disputes arising out of said accident, including claims for the payment of workers' compensation benefits of any kind and nature as well as claims for expenses for medical treatment and vocational rehabilitation. It is further agreed specifically between the parties hereto that each party waives any right to have the total amount awarded in the case either increased or decreased by seeking to have the Award hereunder modified or reviewed either under the provisions of O.C.G.A. § 34-9-104 or otherwise and each party agrees to be estopped from either taking or participating in any such attempted action.

8. The employee stipulates that there are no outstanding child support liens or attorney fee liens that would prohibit full disbursement of the settlement funds in this case.

9. It is further agreed between the parties that the employee has sustained no superadded injury or injuries to the injury of on or about December 2, 2020.

NOW THEREFORE, it is hereby specifically stipulated, covenanted and agreed by and between the parties hereto that the employer and insurer/servicing agent agree as follows:

1. To pay jointly in a lump sum, waiving commutation of interest, to the employee, the amount of ONE HUNDRED TEN THOUSAND DOLLARS AND NO/100 (\$110,000.00)(of which \$82,343.45 is to be paid to the employee and \$27,656.55 is to be paid to the employee's attorney, Jeffrey Kowalski, which represents \$27,500.00 as attorney fees for services rendered and \$156.55 for litigation expenses in this matter), which sum the employee agrees to and does accept in full, final and irrevocable settlement of any and all claims which have been or which might be claimed to arise out of the alleged accident of December 2, 2020, including claims for workers' compensation benefits of any kind or nature whatsoever, as well as claims for medical expenses or vocational rehabilitation expenses, subject to paragraph 3 below.

2. All checks to be paid pursuant to the above paragraph are to be sent directly to the attorney for the employee, Jeffrey Kowalski, at the address listed on the second page of this Stipulation and Agreement.

3. All incurred authorized medical expenses which were reasonable and necessary have been or will be paid. The employer/self-insurer is not responsible for any other medical expenses incurred from the date of the approval of this Stipulation and Agreement. The parties agree that the settlement amount includes remuneration for future medical in lieu of an open medical provision. By being a signatory to this Agreement, the employee acknowledges the limitation with regard to payment of such medical expenses and agrees that any medical expenses incurred after the date of the approval of this Stipulation and Agreement into the future shall be deemed unauthorized and will be the sole responsibility of the employee and shall not be the responsibility of the employer/self-insurer.

4. The parties agree that the \$82,343.45 to be paid to the employee represents a fair calculation of lost wage earning capacity over the lifetime of the employee directly attributable to the work injury; and that said sum shall be paid without commutation of interest, and shall be considered, upon approval of this stipulated settlement by the Board, as already accrued weekly indemnity which shall represent the negotiated compromise agreement that the employee's life expectancy is 319.2 months (DOB: .orward from and including the date of this Stipulation; that the same represents \$257.96 per month over the balance of 319.2 months of life expectancy into the future. The employee's life expectancy is computed pursuant to National Vital Statistics Reports Life Table, Vol 69., No. 12 (November 17, 2020).

5. The Employee/Claimant hereby affirms that she is not eligible for Social Security Disability Benefits and is not currently Medicare eligible and has no reasonable expectation of same within the next 30 months nor has she received any Medicare Benefits.

IT IS AGREED that the final accord and satisfaction of ONE HUNDRED TEN THOUSAND DOLLARS AND NO/100 (\$110,000.00) has been reached as a compromise between the parties which gives due weight and regard to the conflicting evidence available on the issues and disputes between the parties and is in keeping with the provisions of the workers' compensation laws of the state.


IT IS FURTHER AGREED between the parties that all authorized expenses for medical or vocational rehabilitation which were reasonable and necessary have been, or will be paid subject to the provisions in paragraph 3 and that any other medical expenses or expenses for vocational rehabilitation are to be borne by the employee and are to be paid by the employee and not by the employer and insurer/servicing agent, and said items will not be the responsibility of the employer or the insurer/servicing agent herein.

IT IS AGREED by the parties that the above settlement amount may be reduced by the amount of any payment made by the employer and insurer/servicing agent to the employee for weekly benefits covering days after the date of approval of the agreement.

WHEREFORE, the parties have hereunto set their hands and respectfully request that the Board approve the Stipulation and Agreement and issue an Award based hereon.

IT IS HEREBY CERTIFIED that a copy of the Stipulation and Agreement has been mailed to the employer herein prior to the signature of all parties.

This 20 day of June, 2023.



ERNESTINE SMITH
Employee/Claimant



JEFFREY KOWALSKI
Attorney for Employee/Claimant

CHUCK E. DUBOSE
Attorney for Employer/Self-Insurer

Case Number: 731198

Statement of Distribution

Attorney: Jeffrey Kowalski

Ernestine Smith

vs.

Hall County Board of Commissioners

RECOVERY:

Temporary Total Disability Benefits	.....	\$0.00
Temporary Partial Disability Benefits	.....	\$0.00
Permanent Partial Disability Benefits	.....	\$0.00
Settlement	.....	\$110,000.00

Total Recovery: \$110,000.00

I. Advance by 3rd Parties

0	.....	\$0.00
0	.....	\$0.00
		Total	\$0.00

II. Money Owed to 3rd Parties

0	.....	\$0.00
0	.....	\$0.00
		Total	\$0.00

III. To Montlick & Associates, P.C.

(costs, reimbursements, fees)

(a) Attorney's Fees	.....	\$27,500.00
(b) Court Costs	.....	\$0.00
(c) Photography Charge	.....	\$0.00
(d) Postage	.....	\$0.00
(e) Calls	.....	\$20.00
(f) Deposition and Court Reporting	.....	\$0.00
(g) Travel Expenses	.....	\$0.00
(h) Administrative Expenses	.....	\$50.00
(i) Firm Mileage Expenses	.....	\$0.00
(j) Medical Reports	.....	\$77.55
	Longstreet	
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
(k) Photostatic Copies	.....	\$9.00
(l) Courier Services	.....	\$0.00
(m) Other Expenses:	0	\$0.00
	0	\$0.00

Total Expenses \$156.55

Total Due Montlick & Associates, P.C. \$27,656.55

TOTAL BALANCE DUE CLIENT = \$82,343.45

I, the undersigned, after reviewing the foregoing receipts and payouts do hereby approve the settlement, the payouts, and the fees charged. Upon receipt of Montlick & Associates, P.C.'s check(s) totaling the amount following "TOTAL BALANCE DUE CLIENT" above, this case and all matters arising or related thereto including the acts and conduct of Montlick & Associates, P.C., its agents, servants, and employees, shall be considered settled and concluded with no further duty owed to client from Montlick & Associates, P.C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this the

day of

Ernestine Smith CLIENT

I have received the above balance due.

DATE

Ernestine Smith CLIENT

Attorney Reviewed ()
Approved by ()

LETTER OF RESIGNATION

TO WHOM IT MAY CONCERN:

In further consideration of the settlement amount specified in the Stipulation and Settlement Agreement, the Employee/Claimant agrees that she hereby resigns from said employment with Hall County, Georgia, effective immediately, and agrees to refrain from reapplying for subsequent employment with said Employer at any time in the future.

This, the 20 day of June, 2023.

Sincerely,

Ernestine Smith

ERNESTINE SMITH

Witnessed by:

Sheresa Peters

Name

6-20-23

Date

**GENERAL RELEASE, WAIVER,
VOLUNTARY RESIGNATION OF EMPLOYMENT
AND AGREEMENT NOT TO RE-APPLY/RE-HIRE**

KNOW ALL MEN BY THESE PRESENT, that the undersigned, Ernestine Smith, being over the age of twenty-one (21) years and a resident of the State of Georgia, has voluntarily resigned from employment with Hall County, Georgia, effective this date. Ernestine Smith further agrees on behalf of herself, her heirs, executors, administrators, personal representatives and assigns, as follows:

- (1) That she will neither challenge the voluntary resignation of her employment or the termination of her employment with Hall County, Georgia, nor will she apply for unemployment benefits against Hall County, Georgia, or at any time, seek re-employment with Hall County, Georgia, or any of its affiliates and/or subsidiaries and acknowledges she would be subject to immediate dismissal and termination in the event she was re-employed with Hall County, Georgia.
- (2) That she will not commence any lawsuit or claim for damages against Hall County, Georgia.
- (3) That she forever releases and waives any claim of liability against Hall County, Georgia, arising from her employment with Hall County, Georgia, and agrees to hold harmless Hall County, Georgia, as of the date this Release is signed and executed by her.
- (4) That she forever releases and waives any claim of liability against Hall County, Georgia, for any possible action in the foregoing regard, including, but not limited to, any claims under the Age Discrimination in Employment Act of 1967, as amended; Title VII of the Civil Rights Acts of 1964, as amended; Section 1981 of the Civil Rights Act of 1966; the American With Disabilities Act of 1990; Older Workers Benefit Protection Act of 1990; and, any claims under any other Federal, State, or Local Enactment of Rule of Law or Equity, including claims based on principles of contract and tort law.
- (5) That she acknowledges that the consideration for the undersigned, Ernestine Smith, to enter into and execute this Release shall be the settlement of her workers' compensation claim and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties.

I, Ernestine Smith, knowingly and voluntarily execute this General Release, Waiver, Voluntary Resignation of Employment and Agreement Not to Re-Apply/Re-Hire in accordance with the above-described terms. In consideration of mutual promises of

confidentiality with my Employer, which consideration is separate and distinct from the monetary consideration being paid for resolution of my workers' compensation claim and/or this General Release, I agree all terms of this settlement and the amount of this settlement are to remain confidential and will not be disclosed by myself or my attorney to any other person or entity except in response to a valid subpoena, court order, or other valid legal process and except for consultation with financial, legal, or other professional advisors.

I acknowledge that I was not coerced or placed under duress to execute this Release, Waiver, Voluntary Resignation of Employment and Agreement Not to Re-Apply/Re-Hire.

This General Release, Waiver, Voluntary Resignation of Employment and Agreement Not to Re-Apply/Re-Hire became effective the date of execution of this document.

This 20 day of June, 2023.

Ernestine Smith
ERNESTINE SMITH
Employee/Claimant

Sworn to and subscribed before me,
this 20th day of June, 2023.

Theresa Peterson

Notary Public

My Commission Expires: 11-3-2024

Gay Perry

Witness

