

**IN THE STATE BOARD OF WORKERS' COMPENSATION
STATE OF GEORGIA**

SBWC Claim No. 2021-013488

D/A: 01/30/2021

Edward Thomas


Phone: _____

Employee/Claimant

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

Employer/Self-Insurer

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

Servicing Agent

Michael Moebes
Moebes Law
1201 West Peachtree Street, N.W.
Suite 2329
Atlanta, Georgia 30309
(404) 354-5432
Tax I.D.# 26-4492676

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: EDWARD THOMAS, 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 January 30, 2021, the employee herein sustained a compensable injury involving his back.
3. The employee herein contends he has residual disability as a consequence of his compensable injuries. He also asserts he will require additional medical treatment as a consequence of his 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 his 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 his 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 January 30, 2021, 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 January 30, 2021.

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 NINETY-TWO THOUSAND DOLLARS AND NO/100 (\$92,000.00)(of which \$68,900.00 is to be paid to the employee and \$23,100.00 is to be paid to the employee's attorney, Michael Moebes, which represents \$23,000.00 as attorney fees for services rendered and \$100.00 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 January 30, 2021, 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, Michael Moebes, 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 \$68,900.00 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 [REDACTED] months (DOB: [REDACTED]) forward from and including the date of this Stipulation; that the same represents \$181.13 per month over the balance of [REDACTED] 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 he 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 he received any Medicare Benefits.

IT IS AGREED that the final accord and satisfaction of NINETY-TWO THOUSAND DOLLARS AND NO/100 (\$92,000.00) 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 20th day of July, 2023.

DocuSigned by:

Edward Thomas

EDWARD THOMAS
Employee/Claimant

M. D. Moebes

MICHAEL MOEBES
Attorney for Employee/Claimant

CHUCK DUBOSE
Attorney for Employer/Self-Insurer