

Before the Iowa Workers' Compensation Commissioner

Christopher Aaron Rogers, :
Claimant, : File No: 5063763
v. :
Wensco Sign Co., : MOTION FOR ORDER
Employer, : NUNC PRO TUNC
Selective Insurance Company of the Southeast, :
Insurance Carrier, :
Defendants. :

FILED
JUL 15 2019
WORKERS' COMPENSATION

COME NOW the employer and insurance carrier and request an Order Nunc Pro Tunc changing the name of the insurance carrier on the attached Compromise Settlement and Addendum to Compromise Settlement from Selective Insurance Company of the Southeast to Selective Insurance Company of America. As basis for this Motion, defendants state as follows:

1. The Compromise Settlement in the matter of Christopher Aaron Rogers v. Wensco Sign Co. and Selective Insurance Company of the Southeast, File No: 5063763 was approved on July 3, 2019. The name of the insurance company listed on the settlement was Selective Insurance Company of the Southeast.
2. Since the settlement was approved, the undersigned was informed that the correct name of the insurance company is Selective Insurance Company of America.
3. Defendants request an Order Nunc Pro Tunc be issued changing the name of the insurance company to correctly state Selective Insurance Company of America.
4. This change does not affect the terms of the settlement or the payment being made to claimant pursuant to the settlement.

WHEREFORE defendants request an Order Nunc Pro Tunc changing the name of the insurance company to correctly state Selective Insurance Company of America.

SUSTAINED
The name of the
Insurance Company is
Selective Insurance Company
of America.
July 15, 2019
Michelle A. McGuern
DEPUTY WORKERS' COMPENSATION COMMISSIONER

FILED
JUL 15 2019
WORKERS' COMPENSATION

HUBER, BOOK, LANZ &
McCONKEY, P.L.L.C.

BY 

Jeffrey W. Lanz
2700 Westown Parkway, Suite 170
West Des Moines, Iowa 50266
Telephone: (515) 243-4148
Fax: (515) 243-5481
ATTORNEYS FOR DEFENDANTS

Original filed, copy to:
Nicholas G. Pothitakis
320 North Third Street, Suite 100
Burlington, IA 52601
ATTORNEY FOR CLAIMANT

PROOF OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause to each of the attorneys of record herein at their respective addresses disclosed in the pleadings on July 12, 2019, via:

- | | |
|---|--|
| <input checked="" type="checkbox"/> U.S. Mail | <input type="checkbox"/> FAX |
| <input type="checkbox"/> Hand Delivered | <input type="checkbox"/> Overnight Carrier |
| <input type="checkbox"/> Federal Express | <input type="checkbox"/> Other |

Signed Catherine N. Airways

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

Christopher Aaron Rogers, Claimant,	:	Contested Case File No: 5063763
	:	Compliance File No.: 1620618
v.	:	Injury Date: May 9, 2016
	:	
Wensco Sign Co., Employer,	:	
Selective Insurance Company of the Southeast,	:	COMPROMISE SETTLEMENT
Insurance Carrier, Defendants.	:	[Iowa Code Section 85.35(3)]

FILED
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WORKERS' COMPENSATION

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:
- May 9, 2016 injury – the disputes include but are not limited to: whether a substantial portion of the claimed disability is related to physical or mental conditions other than those caused by the injury; extent of permanent disability; whether the impairment arose out of and in the course of employment; future medical expenses; and extent of loss of earning capacity.
- B. If claimant is represented by legal counsel, it is presumed that the required showing for approval of the settlement has been made. If claimant is not represented by an attorney; a claimant's statement and evidence of the dispute is attached.
- 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) or as follows:
- See attached ADDENDUM TO COMPROMISE SETTLEMENT
- D. Release: In consideration of this payment, claimant releases and discharges the above employer and insurance carrier 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/insurance carrier 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 (800) 645-4583, 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.

Nicholas G. Pothitakis 6-25-19
Claimant's Attorney Date
Nicholas G. Pothitakis
320 North Third Street, Suite 100
Burlington, IA 52601

Christopher Aaron Rogers 6/25/19
Claimant Date
Christopher Aaron Rogers

Subscribed and sworn to by claimant before me on this 25th day of June, 2019.



[Signature]
Notary Public

Employer/Insurance Carrier: The employer/insurance carrier consents to the compromise settlement

Jeffrey W. Lanz 6/28/19
Employer/Insurance Carrier's Attorney Date
Jeffrey W. Lanz
2700 Westown Parkway, Suite 170
West Des Moines, Iowa 50266
Telephone: (515) 243-4148
Fax: (515) 243-5481

Employer/Insurance Carrier Date

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 30th day of July, 2019.

FILED

JUL 03 2019

Joseph S. Critchell II
Iowa Workers' Compensation Commissioner

The information on this document will be open for public inspection under Iowa Code §§ 22.11 and 86.45(1).
14-0023 (08/18)

ADDENDUM TO COMPROMISE SETTLEMENT

Payment Terms:

The employer and insurance carrier shall, upon approval by the Iowa Workers' Compensation Commissioner, pay unto the claimant the sum of \$30,000.00 and reimburse claimant the IME bill from Dr. Bansal. Defendants will take into consideration any child support liens when issuing the settlement draft.

The claimant assumes and agrees to pay for any and all outstanding and further medical, surgical, hospital, nursing and related services rendered unto claimant in treating and caring for the conditions, injuries or diseases here involved. However, the employer and insurance carrier agree to pay any bills for authorized and causally related medical treatment incurred through May 31, 2019. Claimant is also responsible for any and all liens and/or claims for medical expenses. The claimant also assumes and agrees to reimburse all Medicare conditional payments out of the proceeds of the settlement.

The settlement was entered into with the understanding that the lump sum payment of \$30,000 represents the final award the claimant shall ever receive from the defendant, employer, and insurer, with respect to the work injury alleged herein and therefore should be allocated to the period of time extending from the date this agreement is approved by the Workers' Compensation Commissioner through the period of claimant's life expectancy. The claimant will be responsible for attorney fees of 30 percent plus costs of \$1,000. This reduces the total remaining balance to the claimant to \$20,000. The claimant is currently 30 years old that, according to the United States Life Tables, 2010, NVSR Volume 63, Number 7, gives the claimant a life expectancy of 50 years or 2600 weeks. Dividing the net value of this settlement (\$20000) by claimant's life expectancy (2600 weeks) produces a weekly rate of \$7.69 the weekly settlement rate envisioned by and stipulated to by the parties.

Considerable attention has been given to potential Medicare issues, including Medicare's and/or the Center of Medicare & Medicaid services' potential interests for the future medical expenses. It is further agreed by and between the parties that at the time this settlement was achieved, the medical evidence did not support the need for any further medical care as a result of the injury which claimant alleges to have sustained herein. Having considered the interest of Medicare and based upon the fact that claimant is not anticipated to require any further medical care as a result of his work injury, the amount of this settlement and the fact that claimant is not now receiving Medicare benefits and is not reasonably anticipated to receive Medicare benefits within the next 30 months, the parties have not allocated any of the current settlement proceeds to future medical expenses pursuant to 42 CFR 411.46 and 42 CFR 411.47.

In consideration of the above recited payment, claimant agrees to hold harmless, and indemnify, this employer and insurance carrier, and any of their officers, agents, adjusters, attorneys and employees, from and for, any and all claims, liens for unauthorized medical expenses (including CMS and Medicare) and child support, awards of benefits, or judgments rendered against them in this or any other State or jurisdiction including all costs of defense

and attorney fees, incurred, on account of these conditions, injuries or diseases and any claims made by claimant, or others, arising out of them, any termination of this employment or any of the terms of this settlement, and agrees to execute and forthwith deliver to the employer and insurer any and all other documents or assignments of claims, whatsoever, as may be required by them to give this settlement full and final effect in this and all other States and jurisdictions.

The parties agree that the payment terms listed above shall not be construed as the payment of weekly compensation which may be reviewed under Section 85.26, The Code, or start or extend the running of the period within which a review may be had under said statute, or under Section 86.14, The Code. The parties further waive all requirements of notice and hearing as provided for in Chapter 17A of the Code of Iowa, specifically Section 17A.12 of the Rules of the Workers' Compensation Commissioner. Finally, the parties agree that the approval of the payment terms by the Workers' Compensation Commissioner shall be binding upon them and shall not be construed as an original proceeding tolling Section 85.26, The Code.