

ONEIDA JUDICIARY
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TRIAL COURT

Theodore A. Skenandore,

Petitioner,

v.

Docket No. 18-TC-024

Broadspire – A Crawford Company,
Oneida HRD – Employee Insurance

Date: December 4, 2018

Respondent.

STIPULATION AND AGREEMENT

On August 27, 2018, the Petitioner filed a Worker's Compensation complaint challenging the denial of benefits pursuant to Oneida Worker's Compensation Law, Ch. 203. A pre-trial hearing was held October 4, 2018. Attorney Daniel Schoshinski appeared in person on behalf of Theodore A. Skenandore. Attorney Kelly M. McAndrews appeared in person on behalf of Broadspire and Oneida HRD. The October 4, 2018 hearing was a discussion pre-trial matters, including a scheduling order related to a Motion to Dismiss filed by Respondents on September 19, 2018.

The parties exchanged all information and documents. Based upon discussion between the parties, the below Stipulation and Agreement has been reached. The parties request the Stipulation and Agreement be reviewed, approved, and a corresponding Order be entered by the Court.

STIPULATION AND AGREEMENT

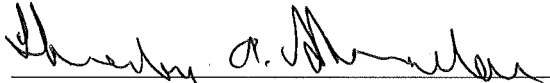
The Petitioner and Respondents stipulate and agree as follows:

- 1. Voluntary Agreement.** This Stipulation and Agreement is voluntarily entered. The parties have had an opportunity to consult their attorneys and discuss this matter fully with their attorneys. The parties are satisfied by the representation provided and the agreement is the product of negotiations between the parties.
- 2. Non-Admission.** Settlement of this matter is not an admission that Oneida Nation's Worker's Compensation law applies to Mr. Theodore A. Skenandore for the incident that occurred on October 17, 2015.

3. **Medical Expenses.** Outstanding medical expenses remain in the amount of \$614.75. This amount stems from 11/02/18- \$401.75 for Andrew S. Godin, PA and \$213.00, Tyler Bailey, MD. These outstanding bills have been submitted to Oneida Nation's Purchased Referred Care (PRC) for payment. This Stipulation and Agreement shall not disturb or otherwise impair Purchase Referred Care coverage of these outstanding bills or any future bills. Respondents are not responsible for the payment of any medical expenses stemming from the Petitioner's right knee surgery on January 16, 2018. Petitioner will continue to submit any and all medical bills related to the January 16, 2018 surgery to the PRC. However, in the event PRC denies payment of the outstanding \$614.75, Respondent agrees to assume responsibility for this amount and make payment.
4. **Settlement.** Respondent agrees to pay Petitioner a settlement amount of: \$15,000. This settlement amount represents all claims Mr. Skenandore may have related to the October 17, 2015 incident and any subsequent treatment. In response to this settlement amount, Mr. Skenandore agrees to release Respondents from any and all past, present, and future claims related to the October 17, 2015 incident and resultant treatment (including surgery) for the following: medical expenses, total disability, partial disability, and indemnity payments (permanent total disability, permanent partial disability- impairment, temporary disability, temporary total disability, temporary partial disability, and permanent disabilities).

Upon signature of the Stipulation and Agreement, the Parties agree that this matter shall be *dismissed*.

Dated this 31st December day of November 2018.



 Theodore A. Skenandore, Petitioner


 Broadspire – A Crawford Company,
 Respondent


 Oneida HRD - Respondent

ORDER

Upon review and approval of the above Stipulation and Agreement: *the parties shall comply with the terms of the stipulation and agreement. Case 18-TC-024 is dismissed. CA.*
IT IS SO ORDERED.


 DATED: JANUARY 03, 2019
 Honorable Layatalati Hill, Trial Court Judge