

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

Kenneth E. Krueger,

Petitioner,

v.

Docket No. 19-TC-011

Oneida HRD – Employee Insurance,
Broadspire – A Crawford Company,

Date: November 13, 2019

Respondents.

STIPULATION AND AGREEMENT

On July 16, 2019, 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 August 19, 2019. Kenneth E. Krueger appeared in person. Kristin R. Jorgenson and Joshua C. Cottrell appeared in person on behalf of Broadspire and Oneida HRD. The August 19, 2019 hearing was a discussion pre-trial matters, including Respondent's verbal motion for continuance. The purpose of the continuance was for Respondents' to meet with Petitioner to determine his claim, namely his medical and hospital bills related to this matter. The Judiciary granted the motion with a continued status hearing date of September 23, 2019.

The continued status hearing occurred on September 23, 2019. At that hearing Kenneth E. Krueger appeared in person. Kimberly Schultz and Joshua C. Cottrell appeared in person on behalf of Broadspire and Oneida HRD.

At the September 23, 2019 hearing, the Judiciary determined 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:

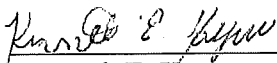
1. **Voluntary Agreement.** This Stipulation and Agreement is voluntarily entered. The parties have had an opportunity to consult attorneys or other legal professionals and

discuss this matter fully, if they so decided. The parties are satisfied, and the agreement is the product of negotiations between the parties.

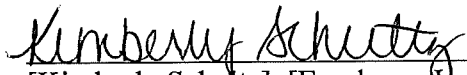
2. **Non-Admission.** Settlement of this matter is not an admission that Oneida Nation's Worker's Compensation law applies to Kenneth E. Krueger for the incident that occurred on June 14, 2019.
3. **Medical Expenses.** Outstanding medical expenses *currently* remain in the amount of \$3829.30. This amount stems from Kenneth E. Krueger's June 15, 2019 visit to Bellin Memorial Hospital and the follow up visit occurring at St. Mary's Prevea on June 18, 2019. These outstanding bills have been submitted to Broadspire for repricing and payment. *Kenneth E. Krueger* agrees to cooperate and execute any document necessary so Broadspire and any agent of Broadspire (repricing agent) may attempt to reprice these bills.
4. **Settlement.** The parties agree that payment of the above medical expenses is a full and complete settlement of this matter. This settlement amount represents all claims Kenneth E. Krueger may have related to the June 14, 2019 incident and any subsequent treatment. In response to this settlement amount, Kenneth E. Krueger agrees to release Respondents from any and all past, present, and future claims related to the June 14, 2019 incident including following: medical expenses not stated herein, 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 13th day of November, 2019.



Kenneth E. Krueger, Petitioner



[Kimberly Schultz], [Employee Insurance Specialist]
One Behalf of Respondents Oneida HRD and Broadspire

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Broadspire A Crawford Company
RESPONDENTS

FINAL ORDER

This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding.

FINDINGS OF FACT

1. The court has subject matter, personal and territorial jurisdiction over this matter.
2. Notice was given to all those entitled to notice.
3. The parties entered a stipulation and agreement to resolve the claim.

ORDER

1. The stipulation and agreement is approved and an Order and Final Judgment is entered by the Court dismissing this matter.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council and an Order signed on November 14, 2019.