



Issue Date: 28 March 2012

CASE NO: 2012-LHC-00836
OWCP NO: 06-208307

In the Matter of:

JULIO LOPEZ,
Claimant,

v.

SOUTH FLORIDA CONTAINER TERMINAL,
Employer,

and

SIGNAL MUTUAL INDEMNITY ASSN., LTD.,
Carrier.

**DECISION AND ORDER APPROVING SETTLEMENT OF COMPENSATION AND
REMANDING FOR SETTLEMENT OF MEDICAL BENEFITS**

On March 13, 2012, the parties in the above-captioned matter submitted a settlement agreement, along with exhibits and attachments, for review and approval pursuant to Section 8(i)(1) of the Longshore and Harbor Workers' Compensation Act (the "Act").

Upon consideration of the totality of the record including the parties' stipulations, I find that the proposed settlement is adequate and not procured by duress. 20 C.F.R. § 702.243(f). Claimant is represented by legal counsel, David Pacheco and Clifford Mermell, who have filed an application for attorney's fees and expenses to which the parties have agreed as part of their settlement. I find that the fee application complies with the requirements of 20 C.F.R. § 702.132(a) and that the fees and costs requested are reasonably commensurate with the necessary work done, taking into account the quality of representation, the complexity of the legal issues involved and the amount of benefits obtained.

The parties represent that medical benefits will be settled separately due to the necessity to obtain approval of a Medicare Set-Aside from the Center for Medicare Services.

Accordingly, it is hereby ORDERED:

1. Settlement in the amount set forth in the settlement agreement is approved, and the parties are directed to carry out the terms of the settlement;
2. Employer shall pay Claimant the total amount of \$160,000.00 in a lump sum;
3. Employer shall pay \$42,500.00, to Claimant's counsel in full satisfaction of their fees and costs expended while representing Claimant in this matter;
4. The liability of Employer/Carrier for all past, present and future compensation benefits under the Act for the injury covered by the settlement agreement shall be discharged upon payment of the agreed upon sums as stated above.
5. This agreement does not discharge Employer/Carrier's liability for payment of any past or future medical benefits incurred in connection with Claimant's March 31, 2010 injury;
6. This matter is REMANDED to the District Director for further handling, and the parties shall submit their proposed settlement as it relates to medical benefits to the District Director.

SO ORDERED.

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PAUL C. JOHNSON, JR.
Associate Chief Judge

Washington, D.C.