

Name _____
Bar # _____
Law Firm _____
Address _____
Phone # _____
Fax # _____
Attorney for _____

_____, Petitioner, vs. _____, Respondents.	COMMUTATION AGREEMENT Case No. _____ JUDGE _____
---	--

STIPULATED FACTS

1. Industrial Accident or Occupational Disease

- a. On _____, 20____, or in the time period of _____,
_____ ("Injured Worker") sustained compensable injuries while employed
with _____ ("Employer"). Employer and _____
("Insurance Carrier," known jointly as "Respondents") stipulate that Injured Worker
sustained compensable industrial accident/exposure on this date or during this period.
- b. The Injured Worker's date of birth is _____.
- c. The accident or occupational exposure occurred when (describe activities)

- d. As a result of this industrial accident/occupational exposure, Injured Worker sustained
the following industrial injuries:

2. Injured Worker did/did not previously file an Application for Hearing with the Utah Labor
Commission's Adjudication Division in this matter. That Application for Hearing was assigned the
case number(s) _____. The outcome of that case was: _____.

3. Compensation

- a. At the time of the industrial accident or occupational exposure, Employer employed Injured
Worker as a _____. Injured Worker earned \$ _____ per _____ and

**Injured Worker
Commutation Agreement**

worked _____ hours per week. As a result, Injured Worker's average weekly wage totaled _____. Injured Worker was/was not married and had _____ dependents at the time of the industrial accident/occupational exposure. Injured Worker's weekly temporary total compensation rate totals _____; Injured Worker's weekly permanent partial disability compensation rate totals _____; and Injured Worker's weekly permanent total disability compensation rate totals _____.

4. Industrial Injury/Occupational Disease Medical Treatment Subsequent to the Industrial Accident/Occupational Exposure

- a. Injured Worker has received the following medical treatment as a result of his/her compensable industrial accident/occupational exposure (summarize):

- b. Injured Worker's most recent treatment was with Dr. _____ on _____.

- c. Injured Worker's current condition is as follows: (describe frequency of medical treatment and medications, etc.)

- d. Injured Worker became stable on _____ as opined by Dr. _____.

- e. Injured Worker has the following permanent restrictions:

- f. Dr(s). _____ has opined the following in regard to the Injured Worker's ability to return to work

5. As a result of subject industrial accident/occupational exposure, Respondents have already paid Injured Worker the following in workers' compensation benefits:

- a. Medical expenses:** \$ _____

- b. Temporary total disability compensation:** \$ _____ for the period of _____ to _____; \$ _____ for the period of _____ to _____; \$ _____ for the period of _____ to _____.

- c. Temporary partial disability compensation:** \$ _____ for the period of _____ to _____; \$ _____ for the period of _____ to _____; \$ _____ for the period of _____ to _____.

Injured Worker
Commutation Agreement

- d. Permanent partial disability compensation: \$ _____ for a _____ % whole person impairment rating issued by on _____ .
- e. Permanent total disability compensation: Injured Worker was awarded permanent total disability compensation totaling \$ _____ on _____. A total of \$ _____ has been paid to date.
- f. Travel expenses: \$ _____ .
- g. Interest: \$ _____.

FUTURE COMMUTED BENEFITS

1. Medical Expenses for Recommended Future Medical Care

- a. Dr. _____ has deemed the following future medical care to be necessary to treat Injured Worker's subject industrial injuries. Documentation of this recommended medical treatment has been attached to this Commutation Agreement as Appendix _____. This medical care includes all future recommended medical treatment, reasonably anticipated, necessary to treat Injured Worker's industrial injuries resulting from his/her industrial accident:

- b. Dr. _____ has estimated the costs of this medical treatment to total \$ _____ .

- c. This lump sum amount was computed in the following manner:

- i \$ _____ for _____ treatment lasting _____ in duration.
- i \$ _____ for _____ treatment lasting _____ in duration.
- i \$ _____ for _____ treatment lasting _____ in duration.
- iv \$ _____ for _____ treatment lasting _____ in duration.
- v \$ _____ for _____ treatment lasting _____ in duration.

2. Temporary Partial and Temporary Total Disability Compensation (please address these benefits even if the likelihood of Injured Worker requiring temporary compensation is remote. Similarly, if this remedy categorically does not apply to Injured Worker's future industrial benefits scenario, please notify the Commission why this benefit does not apply.)

**Injured Worker
Commutation Agreement**

- a. It is estimated by Dr. _____ that Injured Worker will be unable to perform his/her full duty employment for _____ period of time due to _____ (surgery, chronic flare-ups, etc.).
- b. As a result of Injured Worker's inability to perform full duty employment, Injured Worker is entitled to temporary total disability compensation totaling \$ _____ calculated as follows:

3. **Permanent Partial Disability Compensation** (please address this benefit even if the likelihood of Injured Worker requiring permanent partial disability compensation is remote. Similarly, if this remedy categorically does not apply to Injured Worker's future industrial benefits scenario, please notify the Commission why this benefit does not apply.)

- a. Dr. _____ states that Injured Worker would be awarded a _____ % whole person permanent impairment rating as a result of his/her _____ injury. This _____ % whole person permanent impairment rating is calculated to total \$ _____. Additionally Dr. _____ has evaluated the likelihood of future deterioration. As a result Dr. _____ opines that the Injured Worker's condition is expected to deteriorate in the future which will likely result in a greater impairment rating of _____ %.

4. **Permanent Total Disability Compensation** (please address this benefit even if the likelihood of Injured Worker requiring permanent total disability compensation is remote. Similarly, if this remedy categorically does not apply to Injured Worker's future industrial benefits scenario, please notify the Commission why this benefit does not apply.)

In accordance with Section 34A-2-413(1) of the Workers' Compensation Act, the parties stipulate that Injured Worker is permanently and totally disabled. The parties also stipulate that Injured Worker is entitled to permanent total disability compensation totaling \$ _____ per week beginning _____. Injured Worker's estimated life span is _____ according to _____. As a result, Injured Worker's complete permanent total disability compensation award totals \$ _____, calculated as follows:
_____.

FINAL SETTLEMENT AND RELEASE AGREEMENT

Based on the foregoing, and after considering their respective legal and medical positions, the parties in this case desire to buy their peace without further litigation, and enter into this permanent, binding, full and final settlement. The parties consider it to be in their best interest to enter into a permanent, binding, full and final settlement of this matter and agree on the following terms:

- i. In consideration of Respondents' lump sum payment in the amount of \$ _____, and with respect to all alleged injuries arising out of the alleged industrial accident/occupational disease, the Injured Worker, _____, unconditionally releases, acquits, and forever discharges Injured Worker's employer, _____, and its workers compensation carrier, _____, from all existing and future claims for

workers' compensation benefits, including temporary total disability compensation, temporary partial disability compensation, permanent partial disability compensation, permanent total disability compensation, medical expenses, travel expenses, and interest arising out of or resulting from the alleged (date) industrial accident/occupational disease.

- ii. In consideration and exchange for the foregoing release, Respondents _____ and _____ agree to pay the lump sum of \$ _____ (spell out numbers) directly to Injured Worker _____. Of this sum, \$ _____ will be deducted and paid directly to _____ for attorney's fees.
- iii. Each party understands that this Final Settlement and Release Agreement is permanent, binding, and constitutes a full and final settlement of any right the Injured Worker, _____, may otherwise have to benefits from Respondents _____ and _____. This settlement is contractual in nature and not a mere recital, and is intended as a final and binding settlement not subject to further modification.

DISCLOSURES

- 1. The parties certify that they have read the INFORMATION FOR INJURED WORKERS REGARDING SETTLEMENT AGREEMENTS sheet.
- 2. The parties represent that no costs for treatment or compensation will be shifted to third parties (including private insurance carrier, governmental agency, etc.) as a result of this agreement.
- 3. The parties knowingly give up any right to an administrative hearing at the Utah Labor Commission, in which the administrative law judge could award the Injured Worker more money, less money, or no money.
- 4. Injured Worker understands that if his/her current medical condition becomes more serious in the future, or if he/she develops new medical problems that he/she attributes to this accident in the future, or becomes unable to work as a result of the industrial injuries, he/she cannot come back to Respondents or the Utah Labor Commission and ask for more money or benefits.
- 5. Injured Worker has consulted an attorney of his/her choice regarding this settlement, or has had the choice to consult with an attorney but declines to do so.
- 6. Injured Worker acknowledges that his/her decision to settle this claim is his/her sole independent and fully informed decision. Injured Worker has carefully read this Disputed Settlement Agreement, knows the contents thereof, and signs this as his/her own free act. Injured Worker has discussed the Settlement Agreement and its contents fully with his/her attorney.
- 7. The parties acknowledge that this Settlement Agreement contains the entire agreement between the parties and that the terms of this Settlement Agreement are contractual and not a mere recital.
- 8. This Settlement Agreement shall become binding and effective only when approved by the Utah Labor Commission. Upon such approval, Injured Worker's workers' compensation claims against

**Injured Worker
Commutation Agreement**

**Respondents related to Injured Worker's (date) industrial accident/occupational disease
are dismissed with prejudice.**

Dated this ____ day of __ ____, 20____.

**(Name)
Injured Worker**

Dated this ____ day of __ ____, 20____.

**(Name)
Attorney for Injured Worker**

Dated this ____ day of __ ____, 20____.

**(Name)
Attorney for Respondents**