

Name (Bar #) _____
Law Firm _____
Address _____
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Attorney for _____

INJURED WORKER, Petitioner,

vs.

EMPLOYER; CARRIER, Respondents.

COMPROMISE AGREEMENT

Case No. _____

DUTY JUDGE _____

1. Industrial Accident/Occupational Disease Claim

a. On _____, 20____, or in the time period of _____, _____ Injured Worker asserts he/she sustained an industrial accident / occupational disease while employed with _____ ("Employer"). _____ ("Carrier") provided the employer with workers' compensation coverage on that date/time period.

b. Injured Worker asserts the industrial accident/occupational exposure occurred as follows:

c. As a result of the alleged accident/occupational exposure, the Injured Worker claims to have sustained the following industrial injuries:

d. Respondents assert that a legitimate defense or dispute exists to Injured Worker's claims, based on:

Examples:

the Injured Worker did not sustain an industrial accident/occupational disease within the course and scope of his/her employment because _____.

the Injured Worker cannot prove medical causation, or cannot prove the medical treatment requested in medically necessary, based on the opinion of Dr. _____. A copy of Dr. _____'s report is attached.

Dr. _____ opines that the Injured Worker had preexisting conditions which contributed to the industrial injuries and the Injured Worker cannot prove the higher standard of legal causation. Dr. _____'s report is attached.

**Injured Worker
Compromise Agreement**

The Injured Worker cannot prove _____, as supported by _____, which justifies settling this case on a disputed basis.

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/occupational exposure, Employer employed Injured Worker as a _____. Injured Worker earned \$_____ per _____ and worked _____ hours per week. As a result, Injured Worker's weekly average wage totaled _____. Injured Worker was/was not married and had _____ dependants 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 Injured Worker's alleged industrial accident/occupational exposure (summarize):

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

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

d. The Injured Worker's date of birth is _____.

e. The Injured Worker became stable on _____ as opined by Dr. _____.

f. The Injured Worker has the following permanent restrictions:

g. 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 disease, Respondents have already paid Injured Worker the following in workers' compensation benefits. (Payment of these benefits does not constitute an admission that Injured Worker's accident/disease is compensable.):
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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:

1. 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.
2. 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.
3. 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.

**Injured Worker
Compromise Agreement**

- 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 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