

EMPLOYEE:

DOCKET #:

EMPLOYER:

STATE FILE #:

DATE OF INJURY:

SSN:

INSURANCE CARRIER:

WORKERS' COMPENSATION SETTLEMENT AGREEMENT

This agreement is entered into by and between the parties referenced above on this ___ day of _____, 201_. The Parties exercised their right to settle all matters of compensation through the workers' compensation mediation program under Tenn. Code Ann. Section 50-6-236 (2013) of Tennessee Workers Compensation Law, section 50-6-101 et seq.; or have negotiated a settlement outside the workers' compensation mediation program.

After reviewing the Settlement Agreement and hearing testimony from the parties, the Workers Compensation Judge in the Court of Workers' Compensation Claims will make a determination, which will be contained in the Approval Order, as to whether this proposed settlement provides the Employee, substantially, the benefits provided by the Tennessee Workers Compensation Law; or in the case of a disputed claim, that the compromise reached is in the best interests of the Employee. Employee has been provided with, reviewed, and signed the "Explanation of Workers' Compensation Benefits" and been provided the opportunity to ask questions regarding the settlement agreement.

The Parties have entered into this voluntary settlement of all matters in issue under the terms and conditions hereinafter set forth, with full knowledge of their rights and responsibilities, including the right of any party to be represented by an attorney of such party's choice. Employee has acknowledged by his/her signature that he/she is not obligated to enter this settlement agreement and has the right to have a Compensation Hearing before a Judge in the Court of Workers' Compensation Claims. Employee acknowledges that by signing this settlement agreement, Employee is waiving the right to have a Compensation Hearing.

On or about _____, Employee was ___ year old resident of _____ County with a(n) _____ grade education, and while working for Employer and engaged in activity arising out of and in the course and scope of employment, he/she _____ (describe nature and mechanism of injury).

Employee received medical care for the injury by Dr. _____ and was diagnosed with _____. Dr. _____ has expressed an opinion that Employee has reached the maximum level of medical improvement that the nature of the injury permits on _____, and has expressed an opinion within the realm of reasonable medical probability that the injury is related to such employment, and

after reaching maximum medical recovery, Employee retains a permanent anatomical impairment (herein referred to as “medical impairment rating”) of _____% based on the American Medical Association Guide to the Evaluation of Permanent Impairment.

Employee’s average weekly wage is \$_____, which entitles Employee to a weekly compensation rate of \$_____. Employee has received temporary partial disability benefits in the amount of \$_____. Employee has received temporary total disability benefits in the amount of \$_____.

Pursuant to Tennessee Annotated § 50-6-207(3) (A), Employee is entitled to 450 weeks times his/her impairment rating which equates to \$_____ in permanent partial disability benefits.

[ADD ANY ADDITIONAL FACTORS THAT ARE APPLICABLE]

(If Applicable) At the conclusion of the compensation period Employee did not return to work with any employer or has returned to work and is receiving less than his/her pre-injury wages on the date of injury. Therefore, Employee is entitled to the additional amount of \$_____, which was calculated by multiplying his/her award by 1.35.

(If Applicable) Employee lacks a high school diploma or GED. Therefore, Employee is entitled to the additional amount of \$_____, which was calculated by multiplying his/her award by 1.45.

(If Applicable) Employee was more than forty years of age at the time the compensation period ended. Therefore, Employee is entitled to the additional amount of \$_____, which was calculated by multiplying his/her award by 1.2.

(If Applicable) The unemployment rate in _____ County (county where Employee was employed by Employer at time of injury) was at least two (2) percentage points greater than the year average unemployment rate in Tennessee for the year immediately prior to the expiration of the compensation period. Therefore, Employee is entitled to the additional amount of \$_____, which was calculated by multiplying his/her award by 1.3.

Employee has incurred authorized medical expenses in the amount of \$_____ all of which have been or will be paid by Employer. Employer agrees to pay for reasonable and necessary authorized future medical expenses which are directly related to the subject injury, pursuant to Tenn. Code Ann. 50-6-204. Dr. _____ shall be the designated authorized treating physician for future care (or a panel of physicians shall be provided for future care).

Pursuant to Tenn. Code Ann. 50-6-229, the Parties agree that commutation of benefits to a lump sum payment of \$_____ is in the best interests of the Employee in consideration of the ability to wisely manage and control the commuted award. Employee acknowledges that if he/she were to try this case in the Court of

Workers' Compensation Claims the award *may* be more or less than the agreed upon settlement amount and *may* not be ordered in a lump sum payment.

The parties agree that payment of any sum immediately due shall be paid at the time of the approval. Employee understands that if he/she is represented by an attorney that said attorney is entitled to a fee of up to twenty percent (20%) plus any incurred expenses, and that amount will deducted from the settlement proceeds.

The Employee affirmatively states that he/she is not subject to or responsible for any current or overdue support obligations contemplated by Tenn. Code Ann. § 50-6-223, in the State of Tennessee.

The parties agree as follows: (a) that the Employee is ____ years of age; (b) that according to life expectancy as determined from mortality tables maintained by the United States Centers for Disease Control and Prevention, Employee's life expectancy is ____ years, or ____ months; and (c) that the above described settlement amount minus attorney's fees of \$_____, constitutes a total lump sum of \$_____ or an amortized monthly benefit of \$_____ per month, representing maximum monthly set-off for Social Security or other disability benefits, as allowed by Tenn. Code Ann. § 50-6-207; further, no representations or warranties have been made to Employee concerning the rights of the Social Security Administration to potential or actual set-off of any Social Security disability benefits, or the effect thereof, upon benefits received or receivable by Employee under this Settlement Agreement pursuant to the Tennessee Workers' Compensation Act; and Employee, by signature affixed hereto, acknowledges that no such representations have been made.

The parties agree that any costs associated with the filing of this settlement agreement with the Court of Workers' Compensation Claims shall be borne by the Employer.

This agreement represents the entire Agreement and complete understanding of the Parties with no representations or promises other than those contained herein. All prior negotiations, representations and agreements are merged into this contract. The parties agree that the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Parties hereto have executed their signatures effective from the date hereinabove written.

EMPLOYEE:

Name

EMPLOYEE ATTORNEY:

Name-BPR#

Address

E-mail/telephone number

EMPLOYER ATTORNEY:

Name-BPR#

Address

E-mail/telephone number