NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

PO Box 5205, Binghamton, NY 13902-5205
www.wcb.ny.gov

SETTLEMENT AGREEMENT - Section 32 WCL
Indemnity Only Settlement Agreement

WCB CASE NO.	DATE OF ACCIDENT	CLAIMANT'S NAME (Please Print)
		CLAIMANT'S ADDRESS (Please Print)
CARRIER CASE NO.	CARRIER CODE	
EMPLOYER (Please Print)		CARRIER (Please Print)

This Agreement is prepared and submitted pursuant to Section 32 of the Workers' Compensation Law. By signing below, each party to the Agreement affirms that (s)he has read and understands its provisions, and understands that the Agreement, if approved by the Workers' Compensation Board, is conclusive, final and binding on all the parties involved.

By this Agreement, the parties settle upon and determine some, but not all, issues and matters to the Claim.

The parties to this WCL Section 32 Waiver Agreement (Agreement), the Claimant and the Carrier hereby agree:

1. Claims Subject to Agreement

WCB Case No. _____ is:

☐ established for the following injuries: _____

☐ a claim for the following injuries: _____, which is not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be withdrawn.

☐ not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be established for the following injuries: _____

WCB Case No. _____ is:

☐ established for the following injuries: _____

☐ a claim for the following injuries: _____, which is not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be withdrawn.

☐ not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be established for the following injuries: _____

WCB Case No. _____ is:

☐ established for the following injuries: _____

☐ a claim for the following injuries: _____, which is not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be withdrawn.

☐ not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be established for the following injuries: _____

WCB Case No. _____ is:

☐ established for the following injuries: _____

☐ a claim for the following injuries: _____, which is not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be withdrawn.

☐ not accepted by the carrier, nor is liability established. The parties agree that upon the approval of this Agreement, WCB Case No. _____ will be established for the following injuries: _____

Select if applicable:

☐ The Claimant was classified with a permanent partial disability (PPD). Awards are continuing at the rate of $ _____ per week.

☐ The Claimant was classified with a permanent total disability (PTD). Awards are continuing at the rate of $ _____ per week.

If necessary, attach additional sheets listing cases subject to this agreement.

Initials: Claimant: _____ (/ /); Carrier: _____ (/ /)

CLAIMANT'S NAME: _____
WCB CASE NO.: _____
CARRIER CASE NO.: _____

2. Indemnity Benefits

a. Weekly Payments Made to Date the Agreement in Finally Approved by the Board

If the Carrier is under a direction to pay continuing benefits, the Carrier agrees to make further payments until the date of the Agreement is finally approved by the Board. Weekly benefit payments will thereafter cease.

b. Prior Temporary Rates Made Permanent

Prior tentative rates, if any, are made permanent. Prior periods, if any, for which no payments were previously made are deemed periods of no compensable lost time and no reduced earnings.

c. Overpayment (Check One)

☐ The Carrier agrees to waive any overpayment, if applicable.

☐ The Carrier may recoup its overpayment in the amount of $ _____from the net recovery to the claimant noted below.

3. No Waiver of Medical Treatment

The claimant has not waived, and will remain entitled to, medical treatment for established injuries in the claims which are subject to this agreement, subject to the provisions of the New York State Workers' Compensation Law. The Workers' Compensation Board shall retain jurisdiction to re-open this case solely to adjudicate any such issues relating to medical treatment and liability for such treatment.

4. Waiver of Indemnity Benefits

Upon final approval of the Agreement by the Board, except for payments called for in this Agreement, Claimant waives any and all rights to further indemnity benefits under the Workers' Compensation Law with respect to the claims which are subject to this agreement.

5. Settlement Amount (Check One)

☐ In return for the Claimant's waiver of his/her right to future indemnity benefits, upon final approval of the Agreement, the Carrier agrees to pay the Claimant the amount of $ _____, less a fee of $ _____, payable to the claimant's attorney, subject to approval of the fee by the Workers' Compensation Board. Claimant's attorneys agree to waive any previously awarded but unpaid attorney fees as of the date the Agreement is finally approved by the Board.

☐ In return for Claimant's waiver of his/her right to future indemnity benefits, upon final approval of the Agreement, the Carrier agrees to pay the Claimant the amount of $ _____ within ten (10) days of the approval of the Agreement by the Board, less a fee of $ _____, payable to the Claimant's attorney, subject to approval of the fee by the Workers' Compensation Board. Claimant's attorneys agree to waive any previously awarded but unpaid attorney fees as of the date of the Agreement is finally approved by the Board. In addition, the carrier agrees to make periodic payments to the claimant as follows: _____.

☐ The Carrier will fund the periodic payments by purchasing an annuity as set forth in Appendix A of the Agreement.

6. Child Support Arrears (Check One)

☐ Claimant does not have any overdue child support obligations (arrears).

☐ Claimant owes child support arrears which will be paid in full from the proceeds of the Agreement.
The Carrier will forward payment of funds to satisfy the child support arrears directly to the appropriate payee.

☐ Claimant owes child support arrears which exceed the amount payable to the claimant pursuant to the Agreement.
The full amount of the settlement payable to the claimant will be forwarded by the carrier to the appropriate payee to partially satisfy the child support arrears owed by the claimant.

Initials: Claimant: _____ (/ /); Carrier: _____ (/ /)

CLAIMANT'S NAME: _____
WCB CASE NO.: _____
CARRIER CASE NO.: _____

7. Third-Party Action (Lien)

The carrier reserves it right to assert a lien pursuant to WCL Section 29 based on all indemnity and medical benefits paid to claimant pursuant to the Workers' Compensation Law with respect to the claims which are subject to this Agreement, including the proceeds payable to claimant pursuant to this Agreement, against any third-party recovery obtained by the claimant.

8. Appeals

Upon approval of the Agreement by the Board, any pending application for administrative review of a decision of a Workers' Compensation Law Judge or Full Board Review, filed by any party to this Agreement, insofar as the application pertains to the award of indemnity benefits, is hereby withdrawn.

9. Other Terms

Include any other terms that are included in the Agreement (attach additional sheets, if necessary).

The undersigned hereby consent of their own free will to be subject to the above provisions, terms and conditions and acknowledge receipt of a copy of this Agreement.

CLAIMANT - PLEASE PRINT	CLAIMANT SIGNATURE ☐ CONSENT FOR DESK REVIEW	DATE
ATTORNEY - PLEASE PRINT	ATTORNEY SIGNATURE ☐ CONSENT FOR DESK REVIEW	DATE
CARRIER OR SELF-INSURED EMPLOYER - PLEASE PRINT	CARRIER OR SELF-INSURED EMPLOYER SIGNATURE ☐ CONSENT FOR DESK REVIEW	DATE
OTHER - PLEASE PRINT	OTHER SIGNATURE ☐ CONSENT FOR DESK REVIEW	DATE

Initials: Claimant: _____ (/ /); Carrier: _____ (/ /)