

STATE OF COLORADO
DIVISION OF WORKERS' COMPENSATION

WC No(s):
Carrier No(s):

**PRO SE (unrepresented)
WORKERS' COMPENSATION CLAIM(S) SETTLEMENT AGREEMENT**

IN THE MATTER OF THE WORKERS' COMPENSATION CLAIMS:

, Claimant,

v.

, Employer, and

, Carrier/Self-Insured

, Insurer/Respondents.

The parties named above have disputes regarding the amount of Workers' Compensation Benefits, if any, to which Claimant may be entitled. Because they wish to avoid the expense and uncertainty of litigation, the parties wish to FOREVER settle this matter and therefore state and agree as follows:

1. Claimant sustained or alleges injuries or occupational diseases arising out of and in the course of employment with the employer on or about _____ including, but not limited to _____.

Other disabilities, impairments and conditions that may be the result of these injuries or diseases but that are not listed here are, nevertheless, intended by all parties to be included in and resolved FOREVER by this settlement.

2. In **full and final** settlement of all benefits, compensation, penalties and interest to which Claimant is or might be entitled as a result of these alleged injuries or occupational diseases, Respondents agree to pay and Claimant agrees to accept the following \$ _____

in addition to all benefits that have been previously paid to or on behalf of the Claimant. This amount will be reduced by the total amount owed by Claimant as indicated in any Writ of Garnishment, Notice of Administrative Lien and Attachment or any other legally authorized procedure served upon Respondent(s) for court-ordered support pursuant to §8-42-124 C.R.S. All parties agree that this settlement is not an admission of liability by the Respondents.

3. As consideration for the amount paid under the terms of this settlement, Claimant rejects, waives, and forever gives up the right to claim all compensation and benefits to which Claimant might be entitled for each injury or occupational disease claimed here, including but not limited to the following, unless specifically provided otherwise in paragraph 9A of this agreement:

- a. Temporary total and temporary partial disability benefits to compensate the Claimant for time missed from work and _____
- b. Permanent total disability benefits payable to the Claimant for life if the Claimant is totally incapable of earning any wages and _____

- c. Permanent impairment (also known as vocational impairment, medical impairment or permanent partial disability) benefits, payable up to a maximum amount of \$162,869.28 and
- d. A lump sum payment of up to \$81,435.67 against an award of permanent impairment or permanent total disability and
- e. Vocational rehabilitation benefits, including job training, income maintenance or any other benefits payable as vocational rehabilitation and
- f. Benefits of up to \$9,345.38 for disfigurement, scarring, discoloration, and/ or a limp, and
- g. All penalties, interest, costs, and attorneys' fees up to the date this settlement is approved by the Division. The parties do not waive the right to seek post-approval penalties should either side fail to comply with the terms of the approved settlement agreement.
- h. Medical, surgical, hospital, and all other health care benefits, including chiropractic care and mileage reimbursement incurred after the date of the approval of this settlement agreement by the Division of Workers' Compensation or by an administrative law judge from the Office of Administrative Courts.

4. **The parties stipulate and agree that this claim will never be reopened except on the grounds of fraud or mutual mistake of material fact.**

5. Respondents specifically retain waive their subrogation rights.

6. Claimant realizes that there may be unknown injuries, conditions, diseases or disabilities as a consequence of these alleged injuries or occupational diseases, including the possibility of a worsening of the conditions. In return for the money paid or other consideration provided in this settlement, Claimant rejects, waives and FOREVER gives up the right to make any kind of claim for workers' compensation benefits against Respondents for any such unknown injuries, conditions, diseases, or disabilities resulting from the injuries or occupational diseases, whether or not admitted, that are the subject of this settlement. The Claimant and Respondents agree that this settlement, when approved by the Division of Workers' Compensation or by an administrative law judge from the Office of Administrative Courts, ends FOREVER the Claimant's right to receive any further workers' compensation money and benefits even if the Claimant later feels that Claimant made a mistake in settling this matter or later regrets having settled.

7. Claimant understands that **this is a final settlement** and that approval of this settlement by the Division of Workers' Compensation or by an administrative law judge from the Office of Administrative Courts dismisses this matter with prejudice and FOREVER closes all issues relating to this matter. Claimant is agreeing to this settlement of Claimant's own free will, without force, pressure or coercion from anyone. Claimant is not relying upon any promises, guarantees, or predictions made by anyone as to Claimant's physical or mental condition; the nature, extent, and duration of the injuries or occupational diseases or as to any other aspect of this matter.

8. Neither Claimant nor Respondents intend to waive or give up any available rights, claims, privileges or defenses by signing this Settlement Agreement **unless and until** it is approved by the Division of Workers' Compensation or by an administrative law judge from the Office of Administrative Courts. The parties acknowledge and agree that approval by the Division of Workers' Compensation or by an administrative law judge from the Office of Administrative Courts applies only to those matters set forth in this agreement that are subject to the Workers' Compensation Act and that the approval by the Division or by an administrative law judge from the Office of Administrative Courts has no effect on any separate or contingent agreement(s) that the parties may have reached.

9. A.)

B.)

10. This settlement agreement contains the entire agreement between the parties and shall be binding upon the parties when approved by the Division of Workers' Compensation or by an administrative law judge from the Office of Administrative Courts.

11. The Claimant has reviewed each paragraph of this agreement and understands the rights that are being given up in this settlement and all parties agree to the terms of the settlement as contained in this agreement.

*When applicable, the statement below is to be completed by the **interpreter** and the interpreter is to sign where appropriate and include the interpreter's PRINTED name and complete address.*

I, _____ (interpreter) affirm that on this _____ day of _____, 201_, I read this document in its entirety to the individual whose name appears below as the claimant in this settlement in that person's native language and that the person indicated to me that that person understood each and every term of the settlement and, by signing this agreement, consents to and accepts the settlement as written.

Interpreter's signature:

Interpreter's name (please print):

Interpreter's address (please print):

Claimant's signature

Claimant's printed name:

STATE OF _____)
)ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 20____,
by _____.

My Commission expires:

Notary Public

[Respondent attorney signature, address, & telephone]