

**WAMO SETTLEMENT AGREEMENT - Section 32 WCL
INDEMNITY ONLY**

Waiver Agreement Management Office
328 State Street
Schenectady, NY 12305-2318

CLAIMANT NAME (Please Print)		CLAIMANT ADDRESS (Please Print)	
WCB CASE NO(s).	DATE(s) OF ACCIDENT	INSURER CASE NO(s).	INSURER CODE(s)
EMPLOYER(s) (Please Print)		INSURER(s) (Please Print)	

This agreement is prepared and submitted pursuant to Workers' Compensation Law (WCL) section 32. In accordance with the caption above, parties to the agreement include: the claimant; the insurer(s) and/or self-insured employer(s) and/or third-party administrator(s) (hereinafter "insurer[s]"); the Waiver Agreement Management Office (WAMO); and the Special Disability Fund (SDF), represented by the Special Funds Group (SFG) (collectively referred to herein as Parties).

The Parties wish to resolve and close the indemnity portion of the case(s) on a final and conclusive basis in accordance with the following, pending approval by the Workers' Compensation Board (Board):

1. Case Information

WCB Case No. *[enter claimant's WCB Case No.]*, date of accident/occupational disease *[enter claimant's date of accident/occupational disease]*, is established as compensable for injuries to the *[enter all sites of injuries for this case]*. The average weekly wage is \$*[enter AWW]*. The claimant has been classified with a permanent partial disability (PPD), and payments are continuing at the rate of \$*[enter CCP rate]* per week (CCP rate). WCL § 15(8) liability was previously established at *[enter percentage of 15(8) reimbursement]* % reimbursement and the 104/260-week retention period has been satisfied.

[repeat this paragraph for all claims included in the agreement and specify apportionment if applicable]

2. Indemnity Benefits

a. Weekly Payments End

The insurer(s) agrees to continue payments at the CCP Rate up to the date of final approval of this agreement. Thereafter, indemnity payments will permanently cease.

b. Prior Tentative Rates Made Permanent

All prior tentative rates are made permanent. Any periods of time within the claim that have not yet been addressed by the Board are deemed periods of no compensable lost time and no reduced earnings.

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c. Overpayment

The insurer(s) agrees to waive any overpayment, if applicable.

3. Medical Benefits

As part of this agreement, the claimant will remain entitled to causally related medical treatment, subject to all applicable laws, regulations, the New York State Workers' Compensation Fee Schedule, and the Medical Treatment Guidelines. The Parties to this agreement retain all rights under the WCL with respect to any and all issues that may arise in the future regarding medical treatment. The Parties agree the Board shall retain jurisdiction to re-open the case(s) to adjudicate issues regarding medical treatment that may arise in the future.

4. No Other Workers' Compensation Claims Pending

Claimant has not suffered any other injuries for which a workers' compensation claim(s) has not been filed.

5. Outstanding Judgments, Liens or Support Collection Orders [choose the appropriate paragraph]

No outstanding judgments, liens, or support collection orders are pending against claimant as of the effective date of this agreement.

[OR]

The claimant has an outstanding child support lien. The claimant understands that any child support in arrears at the time that this agreement becomes final will be paid directly from the net settlement amount set forth in this agreement. No other outstanding judgments, liens or support collection orders are pending against claimant as of the effective date of this agreement.

6. Claimant's Waiver of Rights

Except for the payment directed pursuant to this agreement, the claimant waives all further rights to indemnity benefits under the WCL against the insurer(s), WAMO, SDF, and SFG in connection with the case(s) including, but not limited to, periods past, present, or future and for any injuries sustained, directly, indirectly or consequentially from the accident(s) (or occupational disease[s]) of the case(s).

7. Settlement

a. Settlement Amount [choose the appropriate paragraph]

WAMO will make a one-time final payment to the claimant in the amount of \$[enter amount of total payment] (Gross Settlement Amount). This payment is premised on the insurer(s) and WAMO's reliance upon the claimant's continued entitlement to weekly benefits in the amount of \$[enter CCP rate]. WAMO and the insurer(s) have entered into this agreement as a result of their reliance upon the claimant's representations that the claimant has not returned to work or earned any income which would require an adjustment to the CCP rate. If the claimant becomes employed or receives an

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increase in earnings that would require an adjustment of the CCP rate prior to the date upon which this agreement is finally approved, the claimant will immediately advise the claimant's legal representative, the insurer(s), and WAMO.

[OR]

The claimant will receive a one-time final payment in the amount of \$[enter amount of total payment] (Gross Settlement Amount), which will be paid as follows: \$[enter amount of total payment that will be made by WAMO] will be paid by WAMO and \$[enter amount of total payment that will be made by another party/insurer (and repeat if needed)] will be paid by [enter name of other party/insurer making payment] [specify whether the payment is in this case or, if in other WCB case numbers, include other WCB case numbers]. This payment is premised on the insurer(s) and WAMO's reliance upon the claimant's continued entitlement to weekly benefits in the amount of \$[enter CCP rate]. The insurer(s) and WAMO have entered into this agreement as a result of their reliance upon the claimant's representations that the claimant has not returned to work or earned any income which would require an adjustment to the CCP rate. If the claimant becomes employed or receives an increase in earnings that would require an adjustment of the CCP rate prior to the date upon which this agreement is finally approved, the claimant will immediately advise the claimant's legal representative, the insurer(s), and WAMO.

b. Legal Fee

The sum of \$[enter amount of legal fee], subject to approval by the Board, is the fee agreed upon between the claimant and the claimant's legal representative as compensation for effectuating this settlement, and shall constitute a lien upon the settlement amount. Said fee will be deducted from the Gross Settlement Amount and remitted by [enter WAMO or whichever other party is paying the fee if not WAMO] to [enter name of legal representative here]. Claimant's legal representative shall waive any previously awarded uncollected fees.

c. Net Recovery

If this agreement is approved without modification, the net settlement to the claimant will be \$[enter gross settlement amount excluding legal fee], less any outstanding child support obligations.

d. Social Security Administration (SSA) Offset [Delete if inapplicable]

Claimant's date of birth is [enter claimant's date of birth], and the claimant's life expectancy is [enter the claimant's life expectancy in years] years, or [enter the claimant's life expectancy in months] months (United States Life Tables, 2014. NVSR Volume 66, Number 4. 64pp. (PHS) 2017-1120 or https://www.cdc.gov/nchs/data/nvsr/nvsr66/nvsr66_04.pdf).

The claimant requests that the net settlement proceeds be apportioned by the SSA as follows:

The settlement shall represent payment of the net settlement of \$[enter gross settlement amount excluding legal fee] at the monthly rate of \$[enter gross settlement amount excluding legal fee divided by claimant's life expectancy in months] for the remainder of the claimant's expected lifetime.



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The insurer(s), WAMO, SDF and SFG take no position with respect to the requested Social Security allocation or to the policies and procedures of the SSA.

8. Reimbursement of Insurer(s) by Special Funds Group

SFG will reimburse the insurer(s) under WCL § 15(8) for indemnity payments beyond the statutory retention period up to the date of final approval of this agreement, provided said request for reimbursement was properly filed pursuant to WCL § 15(8). SFG will continue to reimburse the insurer(s) under WCL § 15(8) for causally related medical expenses, if applicable, subject to all applicable laws and rules.

9. Third-Party Action

No third-party action is pending or contemplated as a result of the injuries of the case(s). In the event third-party claims are pursued, the insurer(s), WAMO, SDF and SFG have preserved and would be entitled to liens pursuant to WCL § 29 for all payments made prior and pursuant to this agreement against any recoveries that may be derived from such claims. Moreover, the insurer(s), SDF, and SFG hereby reserve their respective rights to offset any and all medical benefits pursuant to WCL § 29(4). The claimant waives any right to petition the Board or any other court of competent jurisdiction for any additional monies representing the insurer's equitable share of the claimant's litigation expenses relating to the third-party action as otherwise permitted pursuant to *Matter of Kelly v State Insurance Fund*, 60 NY2d 131 (1983); *Matter of Burns v Varriale*, 9 NY3d 207 (2007); *Matter of Bissell v Town of Amherst*, 18 NY3d 697 (2012), as applicable to the case(s).

10. Outstanding Application for Review

Upon the filing of the Notice of Final Approval of this agreement by the Board, any pending Applications for Board Review, Appeals, or requests for desk decisions pertaining to indemnity benefits filed in the case(s) by any Party in interest hereto are withdrawn.

11. Agreement Not Subject to Appeal Upon Board Approval

This agreement, once approved by the Board, is final and binding on all Parties and is not subject to review by the Board or any court under any provision of law including, but not limited to, Sections 23 or 123 of the WCL.

12. No Right to Reopen Unless All Parties Agree

Once the Board approves this agreement, there will be no reopening of the indemnity portion of the case(s) for any reason, absent a written agreement by the Parties and approval by the Board.

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The undersigned Parties hereby consent to be subject to the above terms and conditions, and acknowledge receipt of a copy of this agreement. Any individual signing on behalf of a Party has full authority to bind said Party to this agreement.

CLAIMANT – PLEASE PRINT	CLAIMANT – SIGNATURE	DATE
ATTORNEY – PLEASE PRINT	ATTORNEY - SIGNATURE	DATE
WAMO -	BY:	
WAIVER AGREEMENT MANAGEMENT OFFICE – PLEASE PRINT	WAIVER AGREEMENT MANAGEMENT OFFICE – SIGNATURE	DATE
INSURER OR SELF-INSURED EMPLOYER – PLEASE PRINT	INSURER OR SELF-INSURED EMPLOYER – SIGNATURE	DATE
OTHER – PLEASE PRINT	OTHER – SIGNATURE	DATE