



Workers' Compensation Division
5 Green Mountain Drive, PO Box 488
Montpelier, VT 05601-0488

DOL Form 16 (Rev. 7/14)
State File No.:
Ins. Co. File No.:
Date of Injury:

COMPROMISE AGREEMENT

Claimant, , whose address is
and employer/insurance carrier, , hereby agree to a compromise
settlement of Claimant's claim for workers' compensation benefits arising out of an alleged work-related accident
on while he or she was employed by
and in which he or she allegedly suffered the following injury:

Claimant's average weekly wage before the accident was: \$

This is an agreement in which Claimant agrees to accept \$ in full and final
settlement of the following benefits:

- Any and all workers' compensation benefits causally related to the above referenced injury
Temporary Total Disability Permanent Partial Disability Permanent Total Disability
Temporary Partial Disability Vocational Rehabilitation Medical
Other (attach additional sheet if necessary):

It is agreed that the employer/insurance carrier will continue to furnish all workers' compensation benefits causally related
to the alleged injury referenced above other than those specifically resolved by this Compromise Agreement.

IF payment is to be in a lump sum:

Claimant agrees to accept and the employer/insurance carrier agrees to pay a lump sum of \$
This lump sum is compensation for permanent impairment that will affect Claimant for the rest of
his or her life. Claimant's remaining life expectancy is years or months.
Therefore, even though paid in a lump sum, Claimant's benefits (after deducting attorney fees
of and expenses of) shall be considered to be
\$ per month beginning on the date when this Compromise Agreement is approved.

OR

Claimant agrees to accept and the employer/insurance carrier agrees to pay a lump sum of \$
Claimant expressly requests that the lump sum not be prorated as otherwise required by 21 VSA §652(c).

APPROVAL AND REVIEW

This Compromise Agreement shall not be binding or operative until it is approved by the Commissioner of Labor or
designee.

Dated at this day of ,20

Employee Insurance Carrier or Employer

By: Official Title

APPROVED: , 20 Commissioner of Labor/Designee



Workers' Compensation Division
5 Green Mountain Drive, PO Box 488
Montpelier, VT 05601-0488

DOL Form 16 (Rev. 7/14)
State File No.: [redacted]
Ins. Co. File No.: [redacted]
Date of Injury: [redacted]

COMPROMISE AGREEMENT

Claimant, [redacted], whose address is [redacted] and employer/insurance carrier, Vermont League of Cities & Towns Property & Casualty Intermunicipal Fund, hereby agree to a compromise settlement of Claimant's claim for workers' compensation benefits arising out of an alleged work-related accident on [redacted] while he or she was employed by [redacted] and in which he or she allegedly suffered the following injury: Left Ankle and any/all sequelae

Claimant's average weekly wage before the accident was: \$ [redacted]

This is an agreement in which Claimant agrees to accept \$ [redacted] in full and final settlement of the following benefits:

- Any and all workers' compensation benefits causally related to the above referenced injury
- Temporary Total Disability Permanent Partial Disability Permanent Total Disability
- Temporary Partial Disability Vocational Rehabilitation Medical
- Other (attach additional sheet if necessary): See addendum

It is agreed that the employer/insurance carrier will continue to furnish all workers' compensation benefits causally related to the alleged injury referenced above other than those specifically resolved by this Compromise Agreement.

IF payment is to be in a lump sum:

X Claimant agrees to accept and the employer/insurance carrier agrees to pay a lump sum of \$ [redacted]. This lump sum is compensation for permanent impairment that will affect Claimant for the rest of his or her life. Claimant's remaining life expectancy is [redacted] years or [redacted] months. Therefore, even though paid in a lump sum, Claimant's benefits (after deducting attorney fees of [redacted] and expenses of [redacted]) shall be considered to be \$ [redacted] per month beginning on the date when this Compromise Agreement is approved.

OR

Claimant agrees to accept and the employer/insurance carrier agrees to pay a lump sum of \$ [redacted]. Claimant expressly requests that the lump sum not be pro-rated as otherwise required by 21 VSA §652(e).

APPROVAL AND REVIEW

This Compromise Agreement shall not be binding or operative until it is approved by the Commissioner of Labor or designee.

Dated at [redacted] this [redacted] day of [redacted], 20 [redacted]

[redacted] Employee [redacted] Insurance Carrier or Employer

By [redacted] Senior Claim Representative
[redacted] Official Title

APPROVED: [redacted] 20 [redacted] Commissioner of Labor/Designee

June 18, 2015

[REDACTED] Hearing Officer
Vermont Department of Labor
P.O. Box 488
Montpelier, VT 05601-0488

Re: [REDACTED], State File Nos. [REDACTED]

RULE 17 MEMORANDUM IN SUPPORT OF FORM 16 - MEDICAL CLOSED

Dear [REDACTED]:

1. **Disputed Issues:** The formerly disputed issue is the compensability of a 2013 left ankle fusion surgery and related benefits.

2. **The Parties' Respective Positions:**

a. **Claimant's Position:** Claimant is entitled to benefits related to the left ankle surgery as a natural consequence of a year-2000 injury.

b. **Carrier's Position:** Claimant's year-2000 injury was a sprain according to his treating physician, which resolved in days. Claimant's symptoms 10-13 years later, starting while travelling to [REDACTED] are wholly unrelated to the closed year-2000 claim.

3. **Terms of the Proposed Settlement:** At mediation with [REDACTED] the parties agreed to a Form 16 Full and Final settlement in the amount of \$ [REDACTED]

4. **Statement of Claimant's Consent:** Claimant, represented by [REDACTED], has elected to settle this claim rather than confront the uncertainties of continued litigation. It is possible Claimant would recover nothing further in the event this case was decided following a formal hearing. Claimant enters into this agreement voluntarily and with full knowledge of its consequences.

5. **Statement of Carrier's Consent:** VLCT, represented by [REDACTED] has chosen to settle this claim rather than confront the uncertainties of litigation. This decision was voluntary.

[REDACTED]
[REDACTED] Claimant's Attorney

[REDACTED]
[REDACTED] VLCT's Attorney

STATE OF VERMONT
DEPARTMENT OF LABOR
WORKERS' COMPENSATION DIVISION

v.

STATE FILE NOS: [REDACTED]

CLAIM NOS: [REDACTED]

ADDENDUM TO FORM 16 COMPROMISE AGREEMENT

1. The terms of the contemporaneously executed Form 16 are hereby incorporated by reference.
2. In exchange for the consideration set forth in Form 16, the legal sufficiency of which is hereby acknowledged, [REDACTED] on behalf of himself, his heirs, executors and dependents ("CLAIMANT") releases the [REDACTED] AND VERMONT LEAGUE OF CITIES & TOWNS - PROPERTY AND CASUALTY INTERMUNICIPAL FUND as well as their respective parents, principals, subsidiaries, affiliates, and/or related companies and each and all of their respective past and present employees, directors, officers, agents, attorneys, representatives, insurers, third party administrators, predecessors in interest, executors and administrators, creditors, successors, and assigns (Collectively "RELEASEES") from any and all past, present and future liability arising from his work-related injury claims on [REDACTED] and/or any other workers' compensation claim(s) arising from any other injury or injuries which occurred and/or were reasonably discoverable and apparent on or before the date that this settlement is approved.
3. The purpose of this settlement agreement is to provide CLAIMANT with funds that will compensate him for all workers' compensation benefits, including medical benefits, and foreclose RELEASEES' responsibility for them. It is not the purpose of this settlement agreement to shift to Medicare the responsibility for payment of medical expenses for the treatment of any work-related conditions or injuries and this settlement does not meet the review thresholds set by CMS given Claimant's age, employment status and present lack of application for or entitlement to Medicare.
4. It is expressly understood and agreed that it is CLAIMANT's obligation to satisfy any and all outstanding liens and/or debts including, but not limited to, (a) [REDACTED] lien asserted on [REDACTED] in the amount of [REDACTED] based upon RELEASEES' payment to CLAIMANT. CLAIMANT agrees to defend, indemnify and hold harmless RELEASEES against any claims or demands of any nature based upon RELEASEES' payment of said amounts to CLAIMANT without notice to or consent from any party claiming to have an interest in said amounts, and CLAIMANT agrees to repay RELEASEES any sum of money which RELEASEES may hereafter be required to pay because of any injuries or damage sustained by CLAIMANT as a result of the accident and injuries alleged by CLAIMANT and/or any payments made by any other party on account of such alleged accident and injuries.

5. CLAIMANT hereby acknowledges that the injuries claimed and/or sustained by him may be more numerous and more serious than he now expects, and in making this agreement, it is understood and agreed that he relies wholly upon his own judgment of the future development, progress and results of his said injuries, known or unknown, and that he has not been influenced to any extent whatever in making this agreement by any representations or statements regarding his said injuries, or the legal liability therefore, or regarding any other matters made by the party or parties who are hereby released, or by any person representing such party or parties, or by any physician or surgeon employed by such party or parties, and that he accepts the above mentioned consideration in full settlement of all workers' compensation claims or demands whatsoever, for injuries known or unknown.
6. This settlement agreement represents the compromise of a fully denied and disputed claim, on grounds of timeliness and compensability, and constitutes a full and final settlement. CLAIMANT represents that he had the opportunity to be represented by and/or consult with legal counsel about his legal rights and this settlement agreement prior to the execution thereof. Each party is to bear its own attorney's fees and costs. This agreement may not be changed, altered or modified orally. This agreement shall be construed in accordance with the laws of the State of Vermont.
7. VLCT-PACIF will not pursue any repayment of CLAIMANT'S sick bank benefits.
8. This Form 16 settlement and Addendum closes out all past, present and future claims for any and all benefits for all injuries or conditions related to, caused by or stemming from CLAIMANT'S left ankle from any cause whatsoever, whenever and wherever including, without limitation, any deterioration, degeneration, recurrence, flare up, arthritis, avascular necrosis, OCD and any/all other lesions, fracture, sprain, strain, failure of fusion, tendinitis, tendinosis, need for revision of fusion surgery, any surgery of any kind, need for orthotics, adjacent tissue damage and their physical and psychological sequelae. This settlement is intended to buy peace. This settlement is intended to be comprehensive and construed in the broadest possible terms to effectuate that purpose. This paragraph is not intended to foreclose any claims for other injuries which had not occurred or were not reasonably discoverable and apparent at the time of settlement.

Date

CLAIMANT, _____

Date

for RELEASEES

SO APPROVED:

Date

for Department of Labor