

Plaintiff:

versus

MEDIATED SETTLEMENT AGREEMENT

Defendant(s):

Carrier(s)/Association:

At the Mediated Settlement Conference held on _____, the parties agree to the following as set forth herein. No rights other than those arising under the provisions of the N.C. Workers' Compensation Act are compromised or released by this agreement. The parties and their counsel acknowledge all hand written notations on this agreement were completed before signing except for those items initialed which indicate a change or addition after initial signing.

1. Defendant(s) shall pay Plaintiff the total sum of \$_____. The timing of said payment shall comply with N.C.G.S. §97-18. ____ In consideration of this payment, Plaintiff knowingly and intentionally waives the right to further benefits under the N.C. Workers' Compensation Act for the injury which is the subject of this agreement. Plaintiff and Defendant agree to execute all necessary Forms and/or a standard Compromise Settlement Agreement which complies with N.C.G.S. §97-17. Such Forms and/or Agreement shall be prepared by Defendant and submitted to the Commission within the time prescribed by the Commission.

2. Each of the parties hereto shall bear their own attorney's fees and ____ pro rata share of the mediator's fee **(or)** ____ Defendant(s) will pay the full mediation fee. Defendant will pay all costs incurred per I.C. Rule 502(2)d.

3. ____ All authorized medical expenses of Plaintiff related to the injury to the date of this agreement will be paid by Defendant(s) per approval of the NCIC and the parties shall include all material medical, vocational and rehabilitation reports known to exist of Plaintiff related to the injury to the date of this agreement as part of the Compromise Settlement Agreement submitted to the Commission. **(or)** ____ The parties shall include a list of all known medical expenses and the material medical, vocational and rehabilitation reports known to exist of Plaintiff related to the injury to the date of this agreement as part of the Compromise Settlement Agreement submitted to the Commission **and** ____ All medical expenses of Plaintiff related to the injury to the date of this agreement are disputed and no medical expenses will be paid by Defendant(s). **(or)** ____ All medical expenses of Plaintiff related to the injury to the date of this agreement will be paid by Defendant(s) per the approval of the NCIC, except the following, which are disputed:

4. The parties hereto have considered their interests and the interests of any health plan that may have paid medical expenses of Plaintiff and agree that their positions as to the payment of medical expenses are reasonable.

5. Plaintiff ____ has, **(or)** ____ has not, returned to work at the same or greater average weekly wage as was being earned prior to the injury or occupational disease.

6. Defendant(s) ____ admitted this claim ____ **(and)** also reasonably denied Plaintiff's claim for additional medical/indemnity compensation **(or)** ____ reasonably denied Plaintiff's claim for compensation and there is a need for finality in this litigation.

7. Other: _____

8. The parties and their respective attorneys acknowledge all material terms are included in this agreement; it is fair and in the best interests of all parties and consent to the Industrial Commission reviewing this Agreement and entering an Order approving this settlement agreement based on the terms and conditions contained herein.

9. This Agreement contains all the provisions required for enforceability of a Compromise Settlement Agreement, as set out in Rule 502, *et al.*, specifically Rule 502 (2) (a), (b), (c), (d), (e), (f), (g), and (h). By signing this Mediated Settlement Agreement, plaintiff verifies he/she knowingly and intentionally waives his/her right to further benefits under the Workers' Compensation Act for the injury/occupational disease which is the subject of this agreement.

10. Entered into this the _____ day of _____, _____.

By signing below, the mediator attests the parties signed this agreement in his/her presence at the conclusion of mediation.

_____	_____	_____
Plaintiff	Defendant	Mediator
_____	_____	
Plaintiff's Attorney	Defendant's Attorney	

