

NORTH CAROLINA INDUSTRIAL COMMISSION

IC Form MSC8 (rev. 06/2018)

I.C. FILE NUMBER: _____

_____, Plaintiff

v.

_____, Defendant-Employer

_____, Defendant-Insurer

MEDIATED SETTLEMENT AGREEMENT

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 NC Workers' Compensation Act are compromised or released by this agreement (the "MSA"). The parties and their counsel acknowledge all handwritten notations on this agreement were completed before signing except for those items initialed which indicate a change or addition after initial signing.

- 1. Compensability. There is a need for finality in the litigation, and
2. Employment Status. Plaintiff certifies that Plaintiff has or has not returned to work at the same as or a greater average weekly wage as Plaintiff was earning for Defendant-Employer prior to the date of Plaintiff's alleged injury/injuries.
3. Compromise Settlement Agreement. 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 NC Workers' Compensation Act for the injury which is the subject of this agreement, including any right to reimbursement for expenses paid by Plaintiff. Plaintiff and Defendant agree to execute all necessary Forms and/or a standard Compromise Settlement Agreement ("CSA") 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. The Compromise Settlement Agreement shall include the following:
4. Indemnity Payments. In addition to the foregoing lump sum payment, Defendants shall continue payments of weekly temporary total disability benefits until approval of the CSA by the NCIC.
5. Medical Payments. Plaintiff acknowledges that Plaintiff's medical condition is uncertain and is subject to change. Plaintiff accepts those risks. Plaintiff shall be responsible for the payment of all medical expenses except as set forth herein. Defendant-Insurer's obligation as medical compensation shall be limited to payment of:
All related and authorized medical expenses through the date of this MSA per the approval of the NCIC
All related and authorized medical expenses through the date of this MSA as reflected in the attached list of medical expenses
Defendant-Insurer shall pay no medical expenses of any nature, as is contemplated in 11 NCAC 23A .0502
Other: _____

6. **Liens.** Plaintiff has not put Defendants on notice of any liens against the settlement proceeds herein, and Defendants shall not be responsible for the payment of any liens against the settlement proceeds herein, except as outlined in Paragraph 12.

7. **Other Interests.** The parties hereto have considered the interests of all the parties and of any person, including a health benefit plan that may have paid medical expenses of the Plaintiff, and also including any interest that could be asserted by and/or on behalf of Medicare. The parties agree that their positions as to the payment of medical expenses are reasonable, and that the settlement memorialized herein is otherwise fair and just.

8. **Third-Party Claims.** Any claims or rights of any party to this MSA which may exist under N.C. Gen. Stat. § 97-10.2 are not resolved by the MSA herein except as noted in Paragraph 12.

9. **Mediator's Fees.** The mediator's fees shall be paid:

- pro rata consistent with the Rules for Mediated Settlement Conferences
- by Defendants
- pursuant to the terms of a separate agreement

10. **Reliance.** Plaintiff acknowledges that Plaintiff has reviewed the terms of this MSA with Plaintiff's attorney, and that Plaintiff has not relied upon any promises made and/or not made by Defendants, except as are specifically set forth in this MSA.

11. **Finality.** The parties and their respective attorneys acknowledge that all material settlement terms are included in this MSA in accordance with 11 NCAC 23A .0502, that this settlement is not contingent upon any act, event, and/or occurrence EXCEPT as is set forth in Paragraph 12, and that this MSA is fair, just, and otherwise in the best interests of all parties. The parties intend to be bound by the terms of this MSA, and that each party consents to the NCIC reviewing this MSA and entering an order approving the parties' settlement based upon the terms and conditions contained in this MSA.

12. **Other.**

Entered into this the _____ day of _____, 20__.

Plaintiff

Defendant

Mediator

Plaintiff's Attorney
State Bar No. _____

Defendant's Attorney
State Bar No. _____

Translator

If this MSA is signed by a Translator Plaintiff certifies that the person whose name appears above translated/read this MSA to Plaintiff before Plaintiff signed the MSA. This MSA was translated to/read to Employee in the following language: _____.

By signing above, Mediator attests that the participants at the MSC signed this MSA in the mediator's presence at the conclusion of the MSC.

