

	*	<b>BEFORE THE</b>
	*	
<b>Claimant</b>	*	<b>STATE OF MARYLAND</b>
v.	*	
	*	<b>WORKERS' COMPENSATION</b>
	*	<b>COMMISSION</b>
<b>Employer</b>	*	
and	*	
	*	<b>WCC CLAIM #</b>
	*	
<b>Insurer</b>	*	
and	*	
	*	
<b>SUBSEQUENT INJURY FUND</b>	*	
*****		

**AGREEMENT OF FINAL COMPROMISE & SETTLEMENT  
WITH THE SUBSEQUENT INJURY FUND ONLY**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_, hereinafter called the Claimant, and the Subsequent Injury Fund of the State of Maryland, represented by the Offices of the Attorney General of the State of Maryland,

Witnesseth:

**WHEREAS**, the Claimant has filed a claim with the Workers' Compensation Commission of Maryland, hereinafter called the Commission, to recover workers' compensation benefits for disability resulting from an accidental personal injury and disablement arising out of and in the course of his/her employment with the employer, which injury and disablement occurred on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_; and,

**WHEREAS**, the Subsequent Injury Fund has been impleaded under the provisions of L&E 9-807, with the allegation that the combined effects of the Claimant's permanent

impairment as a result of his/her previous condition, and his/her subsequent injury on \_\_\_\_\_ have created a disability substantially greater than that which would have resulted from the subsequent injury alone and that said combined effects have resulted in a permanent disability exceeding fifty (50%) per cent of the body as a whole; and,

**WHEREAS**, the Subsequent Injury Fund disputes the extent of the Claimant's disability; and,

**WHEREAS**, the parties hereto desire to finally and forever dispose of the controversy between them to the end and intent that the claim may finally and forever be closed, terminated and extinguished, without any power in the said Claimant, his/her dependents, or in their personal representatives and assigns to re-open this matter for any cause whatsoever, the said Claimant wishes to execute a Final Settlement Agreement, in accordance with the rules of the Workers' Compensation Commission, and in consideration of which the Subsequent Injury Fund agrees to pay, and the Claimant agrees to accept, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in a lump sum.

**NOW THEREFORE THIS FINAL RELEASE AND COMPROMISE**

**SETTLEMENT AGREEMENT WITNESSETH:** That in consideration of the payment of the sum of \_\_\_\_\_ dollars (\$) by the Subsequent Injury Fund in the manner hereafter provided, the said Claimant does hereby release, acquit, exonerate and forever discharge the Subsequent Injury Fund only, not the Employer or Insurer, from any and all claims whatsoever, which the said Claimant, his/her dependents, or their personal representatives or assigns might now or hereafter have under the Workers' Compensation Law of Maryland by reason of said alleged accidental injury as alleged and set forth in said claim provided this Final Compromise and Settlement is approved by the Workers' Compensation Commission of Maryland and it is further agreed that when so approved it shall immediately become effective and binding upon all parties hereto.

In confirmation of this mutual agreement, the parties hereto petition the Workers' Compensation Commission to approve the aforesaid Compromise and Settlement.

As Witness the hand and seal of the said Claimant, \_\_\_\_\_, and the signatures of counsel for the Claimant and counsel for the Subsequent Injury Fund, the day and year and month first above written.

\_\_\_\_\_  
**CLAIMANT**

\_\_\_\_\_  
**ATTORNEY FOR THE  
SUBSEQUENT INJURY FUND**

\_\_\_\_\_  
**ATTORNEY FOR THE CLAIMANT**

**ASSENT, APPROVAL & ORDER**

**ORDERED**, by the Workers' Compensation Commission of Maryland this \_\_\_\_\_ day \_\_\_\_\_, 200\_\_\_\_, that the foregoing Final Compromise and Settlement Agreement is hereby approved and the Subsequent Injury Fund is directed to pay the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), in a lump sum, in the following manner, in full and final settlement of their liability as herein before set forth:

**TO:** \_\_\_\_\_ \$ \_\_\_\_\_  
**Attorney for the Claimant, as counsel fee**

**TO:** \_\_\_\_\_ \$ \_\_\_\_\_  
**Attorney for the Claimant for expenses**

**TO: DR.** \_\_\_\_\_ \$ \_\_\_\_\_

**TO: DR.** \_\_\_\_\_ \$ \_\_\_\_\_

**TO:** \_\_\_\_\_ \$ \_\_\_\_\_  
Claimant

\$ \_\_\_\_\_  
Total

\_\_\_\_\_  
**COMMISSIONER**

\_\_\_\_\_  
**COMMISSIONER**