

**TENNESSEE BUREAU OF WORKERS’ COMPENSATION**

**IN THE COURT OF WORKERS’ COMPENSATION CLAIMS**

**AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| **Name of Employee, Deceased, By \_\_\_\_\_\_ Surviving Dependent(s) or Estate’s Executor,** | **)****)****)** | **Docket No.** |
| **Dependent(s) or Estate,** | **)** |  |
| **v.** | **)** | **State File No.** |
| **Employer Name,** | **)** |  |
| **Employer,** | **)** |  |
| **And** | **)** |  |
| **Insurance Carrier Name,** | **)** | **Judge** |
| **Carrier.** | **)** |  |
|  |  |  |
| **WORKERS’ COMPENSATION SETTLEMENT AGREEMENT** |

This settlement agreement is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. After reviewing the agreement and hearing the parties’ testimony, the judge will determine whether this proposed settlement provides the Dependent(s) or Estate substantially the benefits under the Workers’ Compensation Law. The Dependent(s) or Estate received, reviewed, and signed the “Explanation of Workers’ Compensation Benefits” and had the opportunity to ask questions regarding the agreement.

The parties entered into this voluntary settlement of all issues with full knowledge of their rights and responsibilities, including the right to be represented by an attorney. Dependent(s) or Estate has the legal authority to enter into all aspects of this settlement agreement. Dependent(s) or Estate acknowledges by signature that Dependent(s) or Estate is not obligated to enter this agreement and has the right to a compensation hearing but waives that right.

On \_\_\_\_\_\_\_\_\_\_\_\_, while working for Employer and engaged in activity arising out of and in the course and scope of employment, Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (describe nature and mechanism of injury and resulting death). The Death Certificate is attached as *Exhibit A*. Employer determined the claim is compensable and provided workers’ compensation benefits under Tennessee Code Annotated section 50-6-101, et seq., which have been and will be paid as follows.

**Funeral & Burial Expenses**

Funeral and burial expenses have been paid up to the statutory cap as required by Tennessee Code Annotated section 50-6-204(c).

**Medical Bills**

Employer agrees to pay for all reasonable and necessary medical treatment under Tennessee Code Annotated section 50-6-204.

**Average Weekly Wage**

Employee’s average weekly wage is $\_\_\_\_\_\_\_\_\_\_.

**Dependents**

The parties agree Deceased Employee was survived by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert the Names of all Surviving Dependents and Dependent(s)’s Class] at the time of Deceased Employee’s death, and statutory dependent benefits are owed accordingly.

**Total Death Benefit**

 [*For multiple Dependents*] The parties agree the total amount of death benefits owed to the Dependents or Estate under Tennessee Code Annotated section 50-6-209 is $\_\_\_\_\_\_\_\_\_\_\_. Of this amount, a total of $­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has accrued from \_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_ and shall be paid in a lump sum to the Dependents by the Employer and Carrier as set forth below. The remaining benefits in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be paid to the Dependents as set forth below at a total weekly rate of 66 2/3% of the average weekly wage of Deceased Employee, or $\_\_\_\_\_\_\_\_\_\_\_\_.

[*For a single Dependent*] The parties agree the total amount of death benefits owed to the Dependent under Tennessee Code Annotated section 50-6-209 is $\_\_\_\_\_\_\_\_\_\_\_. Of this amount, a total of $­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has accrued from \_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_ and shall be paid in a lump sum to the Dependent by the Employer and Carrier as set forth below. The remaining benefits in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be paid to the Dependent as set forth below at a total weekly rate of 50% of the average weekly wage of Deceased Employee, or $\_\_\_\_\_\_\_\_\_\_\_\_.

Death benefit awards paid periodically are not a fixed amount. These benefits are contingent on the occurrence of future events. Benefits payable to Dependent(s) are terminable upon the events outlined in Tennessee Code Annotated section 50-6-210 and related statutes, as applicable. As Dependent(s) become ineligible for death benefits under Tennessee Code Annotated section 50-6-210, then the benefits will terminate or be redistributed accordingly until the full total death benefit has been paid.

 [*For Estate*] The parties agree the total amount of death benefits owed to the Estate under Tennessee Code Annotated section 50-6-209 is $20,000.00 and shall be paid in a lump sum.

*(Delete section if inapplicable)*

***[Insert Surviving Spouse’s Name]***

At the time of death, Surviving Spouse, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, was married to Deceased Employee and is conclusively presumed wholly dependent under Tennessee Code Annotated section §50-6-210(a). The Marriage Certificate is attached as *Exhibit \_\_*. The parties agree that Surviving Spouse was wholly supported by Deceased Employee for a reasonable time before Deceased Employee’s death.

The parties have agreed to pay Surviving Spouse a lump sum benefit of $\_\_\_\_\_\_\_\_\_\_\_ representing Surviving Spouse’s share of accrued benefits from \_\_\_\_\_\_\_\_\_\_\_\_\_ through\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Surviving Spouse is then owed death benefits provided by law at a weekly rate of $\_\_\_\_\_\_\_\_\_\_. Surviving Spouse is conditionally eligible for death benefits until the first event of Surviving Spouse’s death, remarriage, or payment by Employer and Carrier of the total death benefit under Tennessee Code Annotated section 50-6-209.

*(Delete section if inapplicable)*

***[Insert Name of Surviving Dependent]***

Dependent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is the \_\_\_\_\_\_\_\_\_\_\_\_ [child/parent/etc.] of Deceased Employee and is conclusively presumed wholly dependent under Tennessee Code Annotated section 50-6-210(a). Dependent was born on \_\_\_\_\_\_\_\_\_\_\_\_ [Dependent’s Birth Date]. The Birth Certificate is attached as *Exhibit \_\_*.

The parties have agreed to pay Dependent a lump sum benefit of $\_\_\_\_\_\_\_\_\_\_\_\_ representing Dependent’s share of accrued benefits from \_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Dependent is then owed death benefits provided by law at a weekly rate of \_\_\_\_\_\_\_\_\_\_. Benefits shall be paid to Dependent, by and through Dependent’s parent and legal guardian until Dependent reaches age of eighteen to be used for the exclusive benefit of Dependent. Dependent is conditionally eligible for death benefits until the latter date of Dependent’s eighteenth birthday on \_\_\_\_\_\_\_\_\_\_\_ or the date of Dependent’s twenty-second birthday on \_\_\_\_\_\_\_\_\_\_ if Dependent attends a recognized educational institution during that time as required by Tennessee Code Annotated section 50-6-210, and if the total death benefit under Tennessee Code Annotated section 50-6-209 has not first been fully paid.

[Copy and paste for each qualified dependent].

***Other Potential Dependents***

The parties are unaware of any other persons under Tennessee Code Annotated section 50-6-210(a), (b), (c), or (d), who should be afforded notice of a hearing to object to, or make a claim for, death benefits.

The parties agree that Employer and Carrier will pay all Court costs and Guardian ad Litem’s attorney’s fees and expenses.

This document represents the entire agreement and the parties’ complete understanding with no representations or promises other than those in this agreement. All prior negotiations, representations and agreements are merged into this agreement. The parties agree that the validity, interpretation and performance of this agreement is controlled by and construed under Tennessee law.

The parties signed this agreement, which is binding when the judge approves the settlement.

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| --- | --- |
| SURVIVING SPOUSE/DEPENDENT/REPRESENTATIVE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameAddressEmail/telephone number | SPOUSE/DEPENDENT/REPRESENTATIVE ATTORNEY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name-BPR#AddressE-mail/telephone number |
| EMPLOYER ATTORNEY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name-BPR#AddressE-mail/telephone number | GUARDIAN AD LITEM:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name-BPR#AddressE-mail/telephone number |