



THIRD PARTY SETTLEMENT AGREEMENT

EMPLOYEE SOCIAL SECURITY NUMBER OR WC ID NUMBER

1	1	1	-	1	1	-	1	1	1	1	1	1	1	1	1	1	1	1	1
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DATE OF INJURY

0	1	-	0	1	-	2	0	1	1
MM			DD			YYYY			

WCAIS CLAIM NUMBER

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EMPLOYEE

First name	<u>Beevis</u>
Last name	<u>Stidge</u>
Date of birth	<u>02/02/1982</u>
If deceased - Dependent/Guardian/Personal Representative	
First name	_____
Last name	_____
Address	<u>1234 Main Street</u>
Address	_____
City/Town	<u>Anytown</u> State <u>PA</u> ZIP <u>19000</u>
County	_____ Telephone _____

EMPLOYER

Name	<u>Acme Warheads, Inc.</u>		
Address	<u>1234 Market Street</u>		
Address	_____		
City/Town	<u>Anytown</u>	State	<u>PA</u> ZIP <u>19000</u>
County	_____		
Telephone	_____	FEIN	_____

INSURER or THIRD PARTY ADMINISTRATOR (if self-insured)

Name	<u>TWA Insurance</u>		
Address	_____		
Address	<u>1234 Market Street</u>		
City/Town	<u>Anytown</u>	State	<u>PA</u> ZIP <u>19000</u>
County	_____		
Telephone	_____	FEIN	_____
Contact	_____		
NAIC code	_____	or Insurer code	_____
Insurer/TPA claim #	_____		

NOTICE: Agreement should be clearly completed (preferably typed) and uploaded in accordance with the provisions of the EDI Implementation Guide. A copy must be sent to the employee.

EMPLOYEE'S ATTORNEY

Name	<u>Jon Boy, Esquire</u>
Firm name	_____
Address	<u>1234 Pine Street</u>
Address	_____
City/Town	_____ State _____ ZIP _____
Telephone	_____
PA Attorney ID number	_____

INSURER'S ATTORNEY

Name	<u>Jerry Jones</u>
Firm name	_____
Address	<u>1234 Sansom Street</u>
Address	_____
City/Town	<u>Anytown</u> State <u>PA</u> ZIP <u>19000</u>
Telephone	_____
PA Attorney ID number	_____

CALCULATION INSTRUCTIONS

- #1 -- Enter the total amount of money received by the employee from the third-party litigation.
- #2 -- Enter the total amount of indemnity and medical benefits paid by the employer to the employee at the time of third-party recover.
- #3 -- Enter attorney fees and other expenses paid by the employee to obtain recovery in the third-party action.
- #4 to #8 -- Perform the calculations in the right column and enter the results into the center column.

In accordance with section 319 of the Pennsylvania Workers' Compensation Act, the parties herein have agreed to the following distribution of proceeds received from Yellow Cake Distributors, Inc., third party.

BASIC RECOVERY INFORMATION — Complete this section for all third-party settlements.

1. Total amount of third-party recovery	1. <u>400,000.00</u>	
2. Accrued workers' compensation lien a. indemnity benefits b. medical benefits	2. <u>200,000.00</u>	
3. Expenses of recovery	3. <u>165,000.00</u>	
4. Balance of recovery	4. <u>200,000.00</u>	= #1 (minus) #2

PRESENT DISTRIBUTION OF PROCEEDS — Complete this section to calculate the amount of proceeds the employer is to receive as of See below (date through which accrued workers compensation lien [#2] calculated).

5. Accrued lien expense reimbursement rate	5. <u>50</u> %	
6. Expenses attributable to accrued lien	6. <u>82,500.00</u>	= #2 (divided by) #1 x 100
7. Net lien (amount employer to receive)	7. _____	= #3 (times) #5
		= #2 (minus) #6

FUTURE DISTRIBUTION OF PROCEEDS — Complete this section to calculate how much the employer must reimburse the employee for expenses used to acquire the third party recovery on future compensation liability. **Note: This section is to be completed only if the total amount of the third-party recovery (#1) is greater than the amount of the accrued workers' compensation lien (#2).**

8. Reimbursement rate on future compensation liability	8. _____ %	
9. The employer/insurer is responsible for _____ percent (#8) of any future weekly benefits and medical expenses to satisfy its obligation to reimburse its pro rata share of employee's fees and expenses until the subrogation interest is exhausted; _____ (#4). Thereafter, the employer/insurer is responsible for 100 percent of any compensation liability.		= #3 (divided by) #1 x 100

Further Matters Agreed Upon:

See additional sheet.

Date of this agreement

		-			-				
MM			DD			YYYY			

Employer/Insurer Representative's signature

Employee's signature

Telephone

Employee's Attorney signature

Employer/Insurer Representative's Attorney's signature

Any individual filing misleading or incomplete information knowingly and with the intent to defraud is in violation of Section 1102 of the Pennsylvania Workers' Compensation Act, 77 P.S. §1039.2, and may also be subject to criminal and civil penalties under 18 Pa. C.S.A. §4117 (relating to insurance fraud).

Employer Information Services
717.772.3702

Claims Information Services
toll-free inside PA: 800.482.2383
local & outside PA: 717.772.4447

Hearing Impaired
toll-free inside PA TTY: 800.362.4228
local & outside PA TTY: 717.772.4991

Email
ra-il-bwc-help@pa.gov



*Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program*

The undersigned parties have agreed to apportion the proceeds that have been offered in the matter of Beevis Stidge v. Yellow Cake Distributors, Inc., Phila. C.C.P. No. 1111 as follows: Of the proceeds recovered in this matter, \$400,000.00, the employer/insurer agrees to accept \$50,000.00 in full satisfaction of its asserted lien. To the extent that employer/insurer's lien exceeds this amount, all right to recover these proceeds is assigned to claimant. Employer/insurer further agrees to continue paying indemnity and medical expense benefits to claimant in accordance with the requirements of the Pennsylvania Workers' Compensation Act, without obtaining any reimbursement rate on future compensation liability pursuant to Paragraph 8. To effectuate this agreement, employer/insurer has signed a general release, a copy of which is attached hereto as an exhibit and incorporated herein by reference.