

# CONNECTICUT

## WINNING RESULTS: LOIS's Settlement Agreement Stands in Light of the Ten-Day Cooling-off Period



**L**OIS successfully secured its WCL Section 32 Agreement on appeal after a litigious battle against a rogue Claimant. The Claimant alleged that she suffered repetitive injuries to both wrists, shoulders, the neck, and the right knee as a result of carrying computer equipment. The Carrier and the Claimant agreed to a nominal WCL Section 32 Agreement so as to close the case before the compensability trial. Following the settlement hearing, the Claimant (without informing her counsel) wrote a letter to the Board, requesting for clarification as it related to the outstanding medical bills, despite the Agreement patently outlining how these bills would be resolved. The Claimant then indicated her intention to withdraw about four weeks, 14 days after the close of the 10-day waiting period.

On appeal, Addison O'Donnell argued that there is no mechanism for appellate review under the law. "The Claimant did not indicate her intent to withdraw by December 31, 2021 – ten days after the December 21, 2021, hearing when the agreement was approved by the Board. As such, the WCL Section 32 Agreement should be undisturbed," wrote O'Donnell, "A decision duly filed and served approving an agreement submitted to the Board shall not be subject to review pursuant to WCL § 23." O'Donnell argued that the settlement contemplated the disputed medical bills, and that the agreement should be undisturbed.

The Board Panel agreed with O'Donnell, upholding LOIS's settlement agreement as a matter of law. "It is well settled that neither the Board nor the Court may review a waiver agreement once it has been approved. Here, the Notice of Approval was duly filed and served such that it is not subject to Board Panel review under WCL Section 23," noted the decision, "Therefore review of the Claimant's application is denied, as the Notice of Approval is not subject to Board Panel review." The Board Panel denied the Claimant's appeal entirely, indicated that there was no further action, and affirmed the parties' settlement.

The Workers' Compensation Board often bends the regulations and laws in order to quell Claimants. However, there are defenses that carriers can assert and maintain in the interest of consistency in similarly situated cases. After all, once an agreement is signed and the cooling-off period expires, then the case is settled and closed. LOIS is able to execute and defend its comprehensive settlement agreements, and, if a Claimant object untimely or argue to reopen a case in the interests of justice, there is a remedy and aggressive defense that LOIS can implement.



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