

BEFORE THE INDUSTRIAL ACCIDENT BOARD OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

JORGE SANTIAGO, )  
 )  
 Claimant, )  
 )  
 v. )  
 )  
 DAVIS YOUNG ASSOCIATES, )  
 )  
 Employer. )

RECEIVED

AUG 24 2020

HECKLER & FRABIZZIO

Hearing No.: 1402639

*Global Commut  
enforceable every  
claimant disposes  
adobe med  
bills after  
acceptance*

ORDER

WHEREAS, this matter is before the Industrial Accident Board on claimant's Petition to Determine Additional Compensation Due;

WHEREAS, on 05/21/20, the Employer sent an offer to resolve this workers' compensation claim, to include all past, present, and future medical expenses, via global commutation settlement in exchange for a lump sum payment of \$20,000.00. Further, the offer was explicitly stated to be a "take it or leave it offer," which expired after 30 days if not accepted;

WHEREAS, on 06/15/20, claimant's attorney accepted the commutation offer on behalf of the claimant, stating, "We are resolved at \$20,000. We will await the commutation docs." No reservation or modification of the terms was identified in the acceptance email;

WHEREAS, on 06/20/20, a letter memorializing settlement and providing the drafted commutation documents, as per claimant's request, was forwarded to claimant's attorney;

WHEREAS, on 07/10/20, counsel for the claimant advised counsel for the Employer of the following: "By this we rescind acceptance of the commutation offer. We have discovered outstanding medicals." No outstanding medical bills were provided to the Employer at that time;

WHEREAS, the Board will enforce the terms of a settlement even if the claimant later has a change of heart;

WHEREAS, the Employer has maintained its denial of any and all ongoing claims/ injuries/medical expenses/all other benefits since approximately mid-2014, and thus maintains its denials of all benefits now alleged to be due;

WHEREAS, because of the highly disputed nature of the claim, commutation for any sum is in the claimant's best interests, as the alternative is to proceed with litigation in which claimant may well receive no benefits of any kind;

WHEREAS, all evidence indicates that the parties had a meeting of the minds on all essential terms and conditions of commutation and that such commutation settlement is in the best interests of the claimant;

**THEREFORE, it is hereby ORDERED that:**

1. The global commutation agreement reached between the parties, which includes resolution of the entire workers' compensation claim in exchange for a lump sum payment of \$20,000.00, is hereby **APPROVED**. The Employer is instructed to issue payment of \$20,000.00 to the claimant.

IT IS SO ORDERED THIS 14<sup>th</sup> DAY OF AUGUST, 2020.

**INDUSTRIAL ACCIDENT BOARD**

  
\_\_\_\_\_  
MARK A. MUROWANY

  
\_\_\_\_\_  
VINCENT D'ANNA

I, Christopher F. Baum, Hearing Officer, hereby certify that the foregoing is a true and correct decision of the Industrial Accident Board.

  
\_\_\_\_\_

Mailed Date: 8-19-20

  
\_\_\_\_\_  
OWC Staff

Leroy A. Tice, Esquire, Attorney for the Claimant  
Nicholas Bittner, Esquire, Attorney for Employer/Carrier