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In the Matter of ANN O'DONNELL

v.

UNIVERSITY OF ROCHESTER

and

SPECIAL DISABILITY FUND

and

WORKERS' COMPENSATION BOARD, Respondent

June 23, 2022

Facts: Appeal filed from a decision of the Workers' Compensation Board which discharged the Special Funds from liability under Section 15(8)(d) and from a decision denying the carrier's Application for Reconsideration/Full Board Review. In this claim, the claimant suffered injuries to the left leg and both knees when she slipped on a wet floor and fell. The case was established for the left leg and both knees and was amended to include other injuries later on. C-250 forms were filed in the year 2008. The date of accident is June of 2007. The C-250s included impairments from three prior established Workers' Compensation claims. The claimant was classified with a permanent partial disability in 2017 and there was a hearing on the applicability of Section 15(8)(d). The Judge found the employer was entitled to reimbursement based upon a Pre-Trial Conference sheet that was signed by representatives of the employer and the Special Funds. The Special Funds

appealed, and the Board reversed the finding. The Board noted that a Pre-Trial Conference Statement was not legally binding because it is not reduced to writing and approved by the Board. The employer now appeals from that decision.

Holding: *Affirmed.*

Discussion: The Court noted that the Pre-Trial Conference Statement did not meet the requirements of either a stipulation or a settlement between the parties. The Court noted there was no indication that it was reviewed and approved by the Board. Regarding arguments set forth of laches and promissory estoppel, the Court rejected these arguments as well because the Pre-Trial Conference sheet was not binding.

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