

1.9. AGREEMENTS AND STIPULATIONS. -- All agreements and stipulations of the parties, except those made orally on the record during the course of a hearing before a stenographer, shall be reduced to writing and properly captioned with the cause of action to which the same relates. A stipulation withdrawing a petition or a claim for trial shall be signed by all counsel of record and filed with the court, except as otherwise provided in W.C.C. – R.P. 2.23. All other agreements and stipulations, in order to be binding, must be dated and signed by counsel of record and filed with the court. If an agreement or stipulation is entered by a judge of the court, it will be deemed to have the same force and effect as an order of the court. The court, on its own motion or on the motion of any party, may strike any agreement or stipulation for just cause.

Reporter's Notes. This rule substantially reflects the present practice in effect before the Workers' Compensation Court. It should be noted that a stipulation withdrawing a petition or a claim for trial following the entry of a pretrial order must be signed by all counsel of record. While Chaves v. Robert E. Derektor of Rhode Island, Inc., 569 A.2d 1063 (R.I. 1990), indicates that a claim for trial may be unilaterally withdrawn, this rule recognizes that a withdrawal prior to the entry of a final decree may constitute a successful defense of a petition on behalf of an employee which would require an award of costs, counsel fees, and witness fees pursuant to G.L. 1956 § 28-35-32.