

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS
WORKERS' COMPENSATION APPEALS BOARD
(See Page 3 for Instructions)

THIRD PARTY
COMPROMISE AND RELEASE

CASE NO. SDO 00222978

(Mr.)
(Mrs.)
(Miss) RICK A. HOLLIFIELD
VS. EMPLOYEE

SOCIAL SECURITY NO. [REDACTED]
1042-A SOUTH ANZA ST.
EL CAJON, CA 92020
ADDRESS

KVAAS CONSTRUCTION CO./MWWD
CORRECT NAME OF EMPLOYER

P. O. BOX 121533
SAN DIEGO, CA 92122
ADDRESS

ARGONAUT INSURANCE CO.
CORRECT NAME OF INSURANCE CARRIER

9191 TOWNE CENTRE DR. #375
SAN DIEGO, CA 92122
ADDRESS

The parties hereto, for the purpose of compromise only, hereby submit the following agreed statements of fact:

1. RICK A. HOLLIFIELD, born on 1/22/65, claims that he was employed on the 28TH day of AUGUST 19 96 at SAN DIEGO, CA as a CONSTRUCTION LABORER by KVAAS CONSTRUCTION CO./ then insured as to workers' compensation liability by ARGONAUT INSURANCE CO. and that he sustained an injury arising out of and in the course of his employment as follows: "WORKING ON LADDER SETTING CHANNEL; CHANNEL DROPPED AND THREW APPLICANT OFF LADDER."

2. The actual weekly wages of the employee at the time of injury were \$ MAXIMUM, while the average weekly wages were \$ MAXIMUM.

3. The employee's present disability is IN DISPUTE and the employee HAS NOT returned to work.

4. (a) Temporary disability indemnity has been paid to the employee in the sum of \$ 53,550.00 at \$ 490.00 per week covering 8/29/96 to 10/3/98. The amount due and unpaid to the employee is \$ NONE.
(b) Permanent disability indemnity has been paid to the employee in the sum of \$ NONE covering period to

5. Medical and hospital expenses have been paid \$ NONE by the employee and \$ 91,034.20 by the employer or carrier. Unpaid bills amount to \$ UNKNOWN. Future medical and hospital expense is estimated at \$ UNKNOWN. Unpaid and future medical and hospital expense is to be assumed as follows: ALL BY APPLICANT.

6. Name and address of employee's attorney, if any DEAN GOETZ, 603 N. HWY. 101, SUITE H

7. It is claimed that the injury to the employee was caused by the negligence of
..... An agreement has been reached for the settlement in full of the employee's
claim for personal injury against said alleged tort-feasor for the sum of \$ 200,000.00

8. Copy of the settlement agreement between the employee and the alleged tort-feasor is ATTACHED
(COPY MUST BE ATTACHED, IF IN WRITING, OR EXPLANATION GIVEN)

9. From said sum the employee's attorney requests a fee of \$ and \$ for
expenses incurred [Note: attach supporting statements, e.g.: Court approval, agreement, services rendered, etc. — See
Labor Code Section 3860(f)] leaving a balance of \$ NONE to be divided between the employee and the
..... as follows:
(CARRIER OR SELF-INSURED)

To employee (net) \$
To ARGONAUT INSURANCE CO. \$ NONE
(CARRIER OR SELF-INSURED)

10. Reason for Compromise (includes issues that would be raised in event of proceedings under provisions of paragraph 13)
CREDIT/OFFSET BY NET RECOVERY FOR ALL COMPENSATION BENEFITS AS YET
UNPAID, INCLUDING MEDICAL, PRESENT AND FUTURE; AND PERMANENT DISABILITY.

11. The undersigned request that this Compromise Agreement and Release be approved.
12. Upon approval of this Compromise Agreement by the Workers' Compensation Appeals Board and payment in accordance with the provisions hereof, said employee releases and forever discharges said employer and insurance carrier from all claims and causes of action, whether now known or ascertained, or which may hereafter arise or develop as a result of said injury, including any and all liability of said employer and said insurance carrier and each of them to the dependents heirs, executors, representatives, administrators or assigns of said employee.
13. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the employee and that the W.C.A.B. may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein, and that if hearing is held with this document used as an application the defendants shall have available to them all defenses that were available as of the date of filing of this document, and that the W.C.A.B. may thereafter either approve said Compromise Agreement and Release or disapprove the same and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

14. For the purpose of determining the lien claim filed herein for the unemployment compensation disability benefits or unemployment compensation benefits and extended duration benefits which have been paid under or pursuant to the California Unemployment Insurance Code, the parties propose the following division of the sum agreed upon for settlement and release of this case:

- \$ for temporary disability covering the period to
- \$ for accrued medical expense paid or incurred by the employee.
- \$ for future medical care.
- \$ for permanent disability.

NOT HEALED
DR. BROWN SAID
I WAS

(The above segregation must be fair and reasonable and must be based on the real facts of the case. There should be no attempt made to deprive the lien claimant of a reasonable recovery consistent with all the amounts involved. W.C.A.B. Rule 10886 requires proof of service of a copy of this agreement on such Lien Claimant.)

Witness the execution hereof this 3rd day of November, 19 98, at Solana Beach, Ca

Rick Hollifield
RICK A. HOLLIFIELD, APPLICANT

Dean Goetz
DEAN GOETZ, ATTORNEY FOR APPLICANT

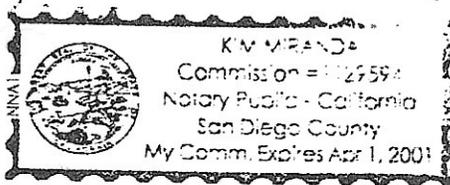
.....
MICHAEL E. JONES, ATTORNEY FOR DEFENDANT

WITNESSES
THE INJURED EMPLOYEE'S SIGNATURE MUST BE ATTESTED BY TWO
DISINTERESTED PERSONS

OR
ACKNOWLEDGED BEFORE A NOTARY PUBLIC
STATE OF CALIFORNIA

..... County of San Diego ss.

On this 3rd day of October A.D. 19 98 before me,
Kim MIRANDA a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally appeared
RICK A. HOLLIFIELD



known to me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the
day and year in this Certificate first above written.

Kim Miranda
Notary Public in and for said County and State of California

INSTRUCTIONS

1. If the injured employee be under 18 years of age and a guardian ad litem has not been previously appointed, a petition for appointment of guardian ad litem and trustee must accompany this agreement.
2. The guardian must sign this agreement on behalf of an injured employee who is under 18 years of age. If the minor is above the age of 14, such minor should also sign this agreement.
3. Kindly attach all medical reports not heretofore submitted to the Workers' Compensation Appeals Board.
4. Also attach a copy of the agreement with the third party tort-feasor, if such agreement is in writing.