

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  
(MONTH) (YEAR) (CITY) (STATE)

as a CONSTRUCTION LABORER by KVAAS CONSTRUCTION CO./ then insured as to  
(OCCUPATION) (NAME OF EMPLOYER)

workers' compensation liability by ARGONAUT INSURANCE CO. and tha  
(STATE NAME OF CARRIER OR WHETHER SELF-INSURED)

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 (STATE PRESENT DISABILITY RESULTING FROM THE INJURY)  
and the employee HAS NOT returned to work (IF SO, WHEN)

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

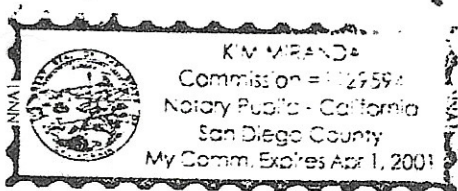
Dean Goetz  
DEAN GOETZ, ATTORNEY FOR APPLICANT

.....  
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.

## RELEASE OF ALL CLAIMS

This agreement is made by and between plaintiff Rick A. Hollifield of San Diego, California, hereinafter called "Releasor", and Olsen Steel, Inc., hereinafter sometimes called "Releasee". Releasor, pursuant to Sections 1541 and 1542 of the California Civil Code extinguishes his rights and claims against the Releasee as hereinafter enumerated. In consideration of a check or draft in the amount of \$200,000.00 made payable to Rick A. Hollifield and his attorney of record, Dean A. Goetz, receipt of which is hereby acknowledged, the Releasor agrees as follows:

1. The Releasor, on behalf of himself, his heirs, executors, administrators, and assigns hereby fully releases and discharges Releasee and its heirs, executors, administrators, assigns, itself and its successors from all rights, claims and actions which the Releasor and his above-mentioned successors now have or may after the signing of this agreement have against the Releasee and its above-mentioned successors arising out of an accident which occurred on or about August 28, 1996, at, about and on property described as 5240 Convoy Street in the City of San Diego, County of San Diego, State of California, when Releasor was injured in a construction site accident (hereinafter referred to as Releasor's Complaint) in which Releasor was injured and damaged as more fully stated in Releasor's Complaint.

2. This Release, notwithstanding Section 1542 of the California Civil Code which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,"

releases all injuries, damages or losses to Releasor's person and property, real or personal, whether known, unknown, foreseen, unforeseen, patent or latent, which Releasor may have against Releasee. Releasor understands and acknowledges the significance and consequence of such specific waiver of Section 1542, and hereby assumes full responsibility for any injuries, damages or losses that he may incur from the above-mentioned event.

3. This Release and settlement includes any and all liens for medical services, legal services, workers' compensation benefits paid, or liens of any other kind whatsoever, whether actual or asserted, present or prospective, any claims, causes of action or rights to attorneys' fees, interest and costs incurred, any rights, claims or interest in cause of action or claim for insurance bad faith based on case law or California Insurance Code Section 790.03(h), whether actual or asserted, present or prospective, as against Olsen Steel, Inc. (Releasee). Releasor further agrees for himself, his heirs, executor, administrators and assigns, to fully and expressly indemnify, save and hold harmless and defend Releasee for and against all claims, demands, causes of action, damages, costs and losses, and liabilities arising out of any lien described herein.

4. Releasor further acknowledges a lien for attorney's fees by attorney William L. Burnell, Esq., who previously represented Releasor in the subject litigation. Releasor acknowledges that he or his current counsel, Dean Goetz, Esq., will satisfy attorney Burnell's lien for attorney's fees out of the \$200,000.00 settlement. Releasor agrees to defend and indemnify Olsen Steel, Inc. and its insurer, Argonaut Insurance Company, from any claims or actions by attorney Burnell with respect to his lien for attorney's fees.

5. Furthermore, Releasor agrees that the monies paid by Olsen Steel, Inc. in consideration of this agreement are for reimbursement of medical expenses, lost wages and disability, as well as complaints of pain and suffering, which resulted from the construction site accident which forms the basis of plaintiff's claims and Complaint, San Diego Superior Court, Case No. EC015235.

6. This Release is freely and voluntarily executed by me, Rick A. Hollifield and I hereby declare and represent that the injuries sustained are permanent and progressive, and that recovery therefrom is uncertain and indefinite, and in making this Release and agreement, it is understood and agreed that I rely wholly upon my agents and my own judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I have not been influenced to any extent whatever in making this Release by any representations or statements regarding said injuries or regarding any other matters made by persons, firms or corporations who are hereby released, or by any person or persons representing him or them or by any physician or surgeon employed by him or them.

7. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that payment of said money is not to be construed as an admission of liability on the part of Olsen Steel, Inc., its agents, employees and officers, by whom liability is expressly denied.

8. I hereby represent that at the time I sign this Release I am not hospitalized in a medical facility, nor admitted to a medical facility within the past 15 days. I further represent that this Release is not executed under duress.

9. The Releasor has read this Release and had the terms used herein, and consequences thereof, explained by Dean Goetz, of San Diego County, California, licensed as an attorney of the State of California, who is representing Releasor in San Diego Superior Court, Case No. EC015235.

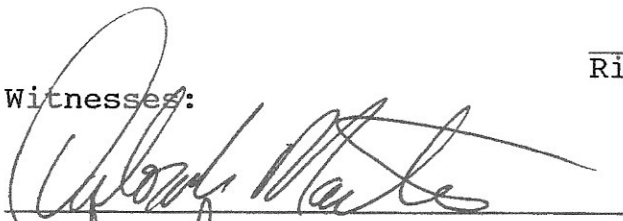
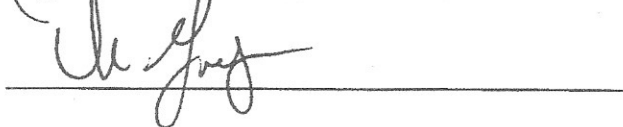
10. This Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

WITNESS my hand and signature on this 3rd day of ~~October~~ 1998.  
*November*

Have you read the foregoing Release and know the contents thereof and sign the same as your own free act?  yes  no.

**CAUTION: READ BEFORE SIGNING.**

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Rick A. Hollifield

10/3

Rich Hollywood

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decide on P+S status

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JONES, WISMAR & BROWNELL  
By Michael E. Jones, Esq.  
CA Bar Number 54931  
3737 Camino del Rio South, Suite 106  
San Diego, CA 92108  
(619) 280-3535

Attorney for Defendant

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD  
STATE OF CALIFORNIA

RICK A. HOLLIFIELD,  
Applicant.

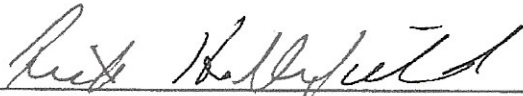
v.

KVAAS CONSTRUCTION CO./MWWD,  
ARGONAUT INSURANCE CO.,  
Defendants.

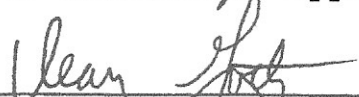
)  
)CASE NO. SDO 00222978  
)  
)  
)  
)STIPULATION RE: CREDIT/  
)OFFSET TO VOCATIONAL  
)REHABILITATION BENEFITS  
)AND/OR SERVICES  
)  
)  
)

APPLICANT HEREWITH STIPULATES that he has received sufficient net money from his third party settlement so as to fully and completely offset the potential benefit in vocational rehabilitation to the full extent of the allowed \$16,000.00 cap. Applicant understands and acknowledges that because of this credit/offset, he will not be entitled to this benefit.

Dated: 11-3-98

  
Rick A. Hollifield, Applicant

Dated: 11-3-98

  
Dean Goetz, Attorney for Applicant

STATE OF CALIFORNIA  
WORKERS' COMPENSATION APPEALS BOARD

RICK HOLLIFIELD,

CASE NO. SDO 222978


vs.

ORDER SUSPENDING ACTION ON  
COMPROMISE AND RELEASE

KVAAS CONSTRUCTION CO.;  
ARGONAUT INSURANCE CO.,

*Defendants.*

It is hereby ordered that action be and is hereby suspended on the Compromise and Release filed herein pending resolution of the liens and filing of permanent and stationary reports.

  
KEITH F. DIETTERLE  
Workers' Compensation Judge

Date: 12-10-98  
Served on parties on the  
Official Address Record  
on the above date.

By:   
C. Nielsen