Gmail

Bull Dung & Haggle <bulldunghaggle@gmail.com>

Re: Rick Hollifield v. Kvaas Construction Company

34 messages

Bull Dung & Haggle <bulldunghaggle@gmail.com> Wed, Mar 25, 2026 at 8:38 PM
To: Jon Gower <jgower@mskwlaw.com>

Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

Jon Gower <jgower@mskwlaw.com> Wed, Mar 25, 2026 at 9:19 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?

As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.

As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.

Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.

I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.

Thanks,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
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Bull Dung & Haggle <bulldunghaggle@gmail.com> Thu, Mar 26, 2026 at 10:42 AM
To: Jon Gower <jgower@mskwlaw.com>

Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
and
Rick Hollifield v. Oslen Steel (Argonaut)

Dear Mr. Gower,

I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield
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Bull Dung & Haggle <bulldunghaggle@gmail.com> Thu, Mar 26, 2026 at 11:08 AM
To: Jon Gower <jgower@mskwlaw.com>

Here is Doris Harrah's dictation

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2 attachments

11-19-1998 - Doris-Harrah-Handwritten-Note.pdf
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Jon Gower <jgower@mskwlaw.com> Thu, Mar 26, 2026 at 12:37 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?

Thanks,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Thu, 03/26/2026 08:12 AM

Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Bull Dung & Haggle <bulldunghaggle@gmail.com> Thu, Mar 26, 2026 at 12:48 PM
To: Jon Gower <jgower@mskwlaw.com>

It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
[Quoted text hidden]

Bull Dung & Haggle <bulldunghaggle@gmail.com> Fri, Mar 27, 2026 at 5:54 PM
To: Jon Gower <jgower@mskwlaw.com>

To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

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Jon Gower <jgower@mskwlaw.com> Fri, Mar 27, 2026 at 7:14 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.

If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.

I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.

If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.

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Bull Dung & Haggle <bulldunghaggle@gmail.com> Fri, Mar 27, 2026 at 8:12 PM
To: Jon Gower <jgower@mskwlaw.com>

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.

- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

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29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Fri, Mar 27, 2026 at 8:53 PM
To: Jon Gower <jgower@mskwlaw.com>

Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield
[Quoted text hidden]

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Jon Gower <jgower@mskwlaw.com> Mon, Mar 30, 2026 at 1:17 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower

Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Fri, 03/27/2026 05:56 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 2:47 PM
To: Jon Gower <jgower@mskwlaw.com>

I disagree for the following reasons about the credit on an unapproved C&S.

FINDINGS OF FACT

I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.

to further argue my point

> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."

Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.

Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

[Quoted text hidden]

Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 3:04 PM
To: Jon Gower <jgower@mskwlaw.com>

Should We? Let me know if this explains what they did.

[Quoted text hidden]

Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 3:36 PM
To: Jon Gower <jgower@mskwlaw.com>

My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

[Quoted text hidden]

Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 3:45 PM
To: Jon Gower <jgower@mskwlaw.com>

[Quoted text hidden]

Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 3:55 PM
To: Jon Gower <jgower@mskwlaw.com>

I need you to say they decline to resolve the case. I'm in good-faith mode. You saying it doesn't seem likely that we are going to come to an agreement, is not good enough.
Take my position to them and give me a documented NO DEAL to add to my proof of good-faith.

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Jon Gower <jgower@mskwlaw.com> Mon, Mar 30, 2026 at 3:58 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?

I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.

The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.

Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.

Regards,

Jon Gower
Senior Attorney

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Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Jon Gower <jgower@mskwlaw.com> Mon, Mar 30, 2026 at 4:00 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

I don't think I have an actual demand from you that I can take to Argonaut. What is the dollar number that you are asking for? Or are you just asking them to waive the credit and reimburse your out of pocket costs? I don' think we'll be able to resolve either way, but if you want a firm "no deal", tell me exactly what you are asking for.

Thanks,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
Westminster, California 92683
t 714.625.8566
f 714.855.1241
c 714.890.2045
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 12:55 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 5:05 PM
To: Jon Gower <jgower@mskwlaw.com>

. Extrinsic Fraud vs. Finality

Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) while intentionally bypassing the court's stay (the OSA), it could be argued that the court was misled into granting the credit.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved—and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge. Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage.

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit while a mandatory stay (the OSA) was in place—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a failed surgical plate—to obtain a legal advantage is a textbook example of extrinsic fraud.

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act: Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly not Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit.**
- **The Result: Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered voidable or even void.**

2. Violation of the "Status Quo" (The OSA)

The Order Suspending Action (OSA) was issued specifically because my medical conditions were not yet finalized.

- **By hiding the broken plate, they bypassed the very reason the case was suspended.**
- **Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court.**

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- **Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health.**

I argue that the Order for Credit is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

[Quoted text hidden]

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Jon Gower <jgower@mskwlaw.com> Mon, Mar 30, 2026 at 5:39 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

See my responses in red below. I will present your demand to Argonaut and get you a formal response.

Regards,

Jon Gower
Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 02:08 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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. Extrinsic Fraud vs. Finality

Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

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Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 6:06 PM
To: Jon Gower <jgower@mskwlaw.com>

Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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>
> ---
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> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
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> **To:** jgower@mskwlaw.com
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>
> ### . Extrinsic Fraud vs. Finality
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Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

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2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received.

Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.

Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.

Regards,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
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t 714.625.8566
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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case
>>
>> ## Exhibit List: The Argonaut/OCIP Fraud Chain
>>
>> | New Exhibit ID | Document / Source | Legal Significance |
>> |---|---|---|
>> | Exhibit A | OCIP Policy / Argonaut-Olsen Steel | **The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), |

	Agreement	creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.
>
> Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.
>
> The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.
>
> It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.
>
> ## 1. Termination of Benefits Before P&S
>
> Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.
>
> - **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
> - **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
> - **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.
>
> ## 2. Penalties, Sanctions, and Costs
>
> If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:
>
> - **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
> - **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
> - **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.
>
> ## 3. The Broken Plate and Unauthorized Treatment
>
> Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.
>
> - **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
> - **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.
>
> Jon Gower
> Senior Attorney
>
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> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Fri, 03/27/2026 02:55 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
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>
> To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.
>
> Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.
>
> Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.
>
> The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.
>
> Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.
>
> As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.
>
> Respectfully,
>
> Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.

On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:

Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?

Thanks,

Jon Gower
Senior Attorney

MSKW
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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
and
Rick Hollifield v. Oslen Steel (Argonaut)

Dear Mr. Gower,

I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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> ---
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>
> Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

Jon Gower <jgower@mskwlaw.com> Mon, Mar 30, 2026 at 6:13 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.

Regards,

Jon Gower
Senior Attorney

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	**The Legal Counter-Argument**
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

See my responses in red below. I will present your demand to Argonaut and get you a formal response.

Regards,

Jon Gower
Senior Attorney

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. Extrinsic Fraud vs. Finality

Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 12:37 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case
>>
>> ## Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage

		while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.

If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.

I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.

If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.

Jon Gower
Senior Attorney

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Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2
> disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
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To: jgower@mskwlaw.com

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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
> and
> Rick Hollifield v. Oslen Steel (Argonaut)
>
> Dear Mr. Gower,
>
> I want to address the specific circumstances under which my benefits were terminated.
>
> To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.
>
> The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.
>
> Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.
>
> If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]
>
> I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.
>
> Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.
>
> I contend that these actions violated the following:
>
> 1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
> 2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
> 3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
> 4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.
>
> The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.
>
> Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.
>
> Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.
>
> Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Wed, 03/25/2026 05:39 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
> Graymail Spam Phish More... FAQ Protection by INKY
>
> Dear Mr. Gower,
>
> Further to my previous points, I want to address the specific circumstances under which my benefits were terminated. Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.
>
> I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

---

img_69caf5a66d063
29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 6:35 PM
To: Jon Gower <jgower@mskwlaw.com>

Dear Mr. Gower,

Thank you for confirming Argonaut's rejection.

Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:

1. All internal communication sheets, adjuster notes, and activity logs.
2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.

Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.

I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
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>
> **Comparison Table: Gower's Logic vs. The Reality of Fraud**

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

See my responses in red below. I will present your demand to Argonaut and get you a formal response.

Regards,

Jon Gower
Senior Attorney

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. Extrinsic Fraud vs. Finality

Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are

expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.

Regards,

Jon Gower
Senior Attorney

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To: jgower@mskwlaw.com

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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case
>>
>> ## Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.

Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing. Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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Misa Stefen Koller Ward, LLP

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.
>
> ## 1. Termination of Benefits Before P&S
>
> Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.
>
> - **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
> - **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
> - **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.
>
> ## 2. Penalties, Sanctions, and Costs
>
> If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:
>
> - **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
> - **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
> - **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.
>
> ## 3. The Broken Plate and Unauthorized Treatment
>
> Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.
>
> - **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
> - **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Fri, 03/27/2026 02:55 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
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>
> To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.
>
> Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.
>
> Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.
>
> The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.
>
> Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.
>
> As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.

On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:

Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?

Thanks,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Thu, 03/26/2026 08:12 AM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
and
Rick Hollifield v. Oslen Steel (Argonaut)

Dear Mr. Gower,

I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Wed, 03/25/2026 05:39 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated. Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

---

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29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 6:41 PM
To: Jon Gower <jgower@mskwlaw.com>

Dear Mr. Gower,

In addition to my previous request for the complete Claims File, I am specifically requesting all records related to Olsen Steel and the associated Owner Controlled Insurance Program (OCIP).

As these documents are material to the issues of conflict of interest and the validity of the credit, please include the following:

1. The OCIP Policy and the specific Argonaut-Olsen Steel Insurance Agreement.
2. All internal communications, memos, and notes regarding the coordination between the Workers' Compensation claim and the Olsen Steel civil defense.
3. The complete mediation brief from 08/18/1998 and all internal evaluations of the third-party liability value.
4. All records related to the 10/21/1998 trial rescheduling and the subsequent dismissal of the Olsen Steel lawsuit.
5. All financial records regarding the civil settlement check and the allocation of funds.

Please ensure these are included in the electronic production of the claims file.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:35 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Dear Mr. Gower,
>
> Thank you for confirming Argonaut's rejection.
>
> Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage

my claim. Please provide the entire file, including but not limited to:

1. All internal communication sheets, adjuster notes, and activity logs.
2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.

Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.

I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> **Comparison Table: Gower's Logic vs. The Reality of Fraud**
>
> | Your Stance | The Legal Counter-Argument |
> |---|---|
> | **"The Order for Credit is valid because it wasn't appealed."** | An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later. |
> | **"The Credit and the OSA are not in conflict."** | They are in conflict if the Credit was used to bypass the medical protections intended by the OSA. |
> | **"It wasn't inappropriate to file for Credit."** | It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware). |
>
> You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.
>
> **The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.**
>
> **Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.**
>
> **1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.**
>
> **2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.**
>
> **3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.**
>
> **To reiterate, my formal demand is:**
> **1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.**
> **2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.**
> **3. $30,000 in damages for fraud, plus 27 years of accrued interest.**
> **4. Maximum sanctions and penalties under LC § 5813 and § 5814.**
>
> **Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).**
>
> On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
> > See my responses in red below. I will present your demand to Argonaut and get you a formal response.
> >
> > Regards,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
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. Extrinsic Fraud vs. Finality

Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 12:37 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
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>
> My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
> I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
> He threw me under the bus. I wanted to give the money back but he already spent his
> He misrepresented me causing the situation I find myself in.
> His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.
>
> On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
> > Should We? Let me know if this explains what they did.
> >
> > On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> >
> > > I disagree for the following reasons about the credit on an unapproved C&S.

FINDINGS OF FACT

I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.

to further argue my point

> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."

Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing. Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and

would not represent Argonaut for that.

Jon Gower
Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Fri, 03/27/2026 02:55 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
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To: jgower@mskwlaw.com

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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
> and
> Rick Hollifield v. Oslen Steel (Argonaut)
>
> Dear Mr. Gower,
>
> I want to address the specific circumstances under which my benefits were terminated.
>
> To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.
>
> The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.
>
> Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.
>
> If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]
>
> I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.
>
> Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.
>
> I contend that these actions violated the following:
>
> 1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
> 2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
> 3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
> 4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.
>
> The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.
>
> Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.
>
> Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.
>
> Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.
>
> Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week

before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?

As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.

As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.

Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.

I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.

Thanks,

Jon Gower
Senior Attorney

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To: jgower@mskwlaw.com

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut

off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care —and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

---

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29K

Jon Gower <jgower@mskwlaw.com> Mon, Mar 30, 2026 at 6:55 PM
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on that is not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will let you know if anything was held back due to privilege.

I will look forward to receiving the DOR.

Regards,

Jon Gower
Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:36 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Thank you for confirming Argonaut's rejection.

Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:

1. All internal communication sheets, adjuster notes, and activity logs.
2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.

Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.

I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
> c 714.890.2045
> www.mskwlaw.com
>
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> **Comparison Table: Gower's Logic vs. The Reality of Fraud**
>
> | Your Stance | The Legal Counter-Argument |
> | --- | --- |
> | **"The Order for Credit is valid because it wasn't appealed."** | An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later. |
> | **"The Credit and the OSA are not in conflict."** | They are in conflict if the Credit was used to bypass the medical protections intended by the OSA. |
> | **"It wasn't inappropriate to file for Credit."** | It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware). |
>
> You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.
>
> **The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.**
>
> **Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.**
>
> **1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.**
>
> **2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.**
>
> **3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.**
>
> **To reiterate, my formal demand is:**
> **1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.**
> **2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.**
> **3. $30,000 in damages for fraud, plus 27 years of accrued interest.**
> **4. Maximum sanctions and penalties under LC § 5813 and § 5814.**
>
> **Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).**
>
> On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
> > See my responses in red below. I will present your demand to Argonaut and get you a formal response.
> >
> > Regards,
> >
> > Jon Gower
> > Senior Attorney
> >
> > MSKW
> > Misa Stefen Koller Ward, LLP
> > 13950 Milton Avenue, Suite 200A
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External (bulldunghaggle@gmail.com)

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. Extrinsic Fraud vs. Finality

Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 12:37 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
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>
> My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
> I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
> He threw me under the bus. I wanted to give the money back but he already spent his
> He misrepresented me causing the situation I find myself in.
> His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.
>
> On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
> > Should We? Let me know if this explains what they did.
> >
> > On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> >
> > > I disagree for the following reasons about the credit on an unapproved C&S.
> > >
> > > FINDINGS OF FACT
> > >
> > > I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
> > > II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated

TTD benefits on October 2, 1998, without a medical report.
III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.

to further argue my point

> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."

Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—

committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.

I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.

If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
Westminster, California 92683
t 714.625.8566
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Fri, 03/27/2026 02:55 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP

13950 Milton Avenue, Suite 200A
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Thu, 03/26/2026 08:12 AM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
and
Rick Hollifield v. Oslen Steel (Argonaut)

Dear Mr. Gower,

I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Wed, 03/25/2026 05:39 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External
(bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated. Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

Bull Dung & Haggle <bulldunghaggle@gmail.com> Mon, Mar 30, 2026 at 7:06 PM
To: Jon Gower <jgower@mskwlaw.com>

Dear Mr. Gower,

I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.

I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."

If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are available. Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealment of my medical status and the fraudulent procurement of the credit.

Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business records that the applicant is entitled to review.

I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on that is not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will let you know if anything was held back due to privilege.
>
> I will look forward to receiving the DOR.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:36 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
> Graymail Spam Phish More... FAQ Protection by INKY
>
> Dear Mr. Gower,
>
> Thank you for confirming Argonaut's rejection.
>
> Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:
>
> 1. All internal communication sheets, adjuster notes, and activity logs.
> 2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
> 3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
> 4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.
>
> Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.
>
> I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.
>
> Respectfully,
>
> Rick Hollifield
>
> On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>>
>> Regards,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
>> Westminster, California 92683
>> t 714.625.8566
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>>
>> ---
>>
>> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
>> **Date:** Mon, 03/30/2026 03:08 PM
>> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
>> **To:** jgower@mskwlaw.com
>>
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>> **Comparison Table: Gower's Logic vs. The Reality of Fraud**

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> **. Extrinsic Fraud vs. Finality**
>
> Jon
>
> You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.
>
> - The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.
>
> **2. The "Void" vs. "Voidable" Distinction**
>
> - **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
> - **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.
>
> **3. The Role of the OSA**

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does

not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.

Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.

Regards,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
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t 714.625.8566
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 12:37 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.
>
> Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Fri, 03/27/2026 05:56 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events —specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.
>
> ## 1. Termination of Benefits Before P&S
>
> Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.
>
> - **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
> - **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
> - **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.
>
> ## 2. Penalties, Sanctions, and Costs
>
> If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Fri, 03/27/2026 02:55 PM

Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
>> Westminster, California 92683
>> t 714.625.8566
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>>
>> ---
>>
>> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
>> **Date:** Thu, 03/26/2026 08:12 AM
>> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
>> **To:** jgower@mskwlaw.com
>>
>> External (bulldunghaggle@gmail.com)
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>>
>> Here is Doris Harrah's dictation
>>
>> On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>>
>>> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
>>> and
>>> Rick Hollifield v. Oslen Steel (Argonaut)

Dear Mr. Gower,

I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Wed, 03/25/2026 05:39 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
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>
> Dear Mr. Gower,
>
> Further to my previous points, I want to address the specific circumstances under which my benefits were terminated. Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement

discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

Bull Dung & Haggle <bulldunghaggle@gmail.com> Tue, Mar 31, 2026 at 7:57 PM
To: Jon Gower <jgower@mskwlaw.com>

Hey Jon,
I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was spent for me. I want to know who was paying for all those attorneys of record.
Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.

On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Dear Mr. Gower,
>
> I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.
>
> I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."
>
> If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are available. Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealment of my medical status and the fraudulent procurement of the credit.
>
> Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business records that the applicant is entitled to review.
>
> I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.
>
> Respectfully,
>
> Rick Hollifield
>
> On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on that is not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will let you know if anything was held back due to privilege.
>>
>> I will look forward to receiving the DOR.
>>
>> Regards,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
>> Westminster, California 92683
>> t 714.625.8566
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Dear Mr. Gower,

Thank you for confirming Argonaut's rejection.

Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:

1. All internal communication sheets, adjuster notes, and activity logs.
2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.

Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.

I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
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>
> ### Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge.

Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

See my responses in red below. I will present your demand to Argonaut and get you a formal response.

Regards,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
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. Extrinsic Fraud vs. Finality

Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate** —to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations.

The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
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> Misa Stefen Koller Ward, LLP
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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case
>>
>> ## Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.

Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.
>
> Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.
>
> The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.
>
> It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.
>
> ## 1. Termination of Benefits Before P&S
>
> Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.
>
> - **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
> - **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
> - **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.
>
> ## 2. Penalties, Sanctions, and Costs
>
> If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:
>
> - **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
> - **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
> - **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.
>
> ## 3. The Broken Plate and Unauthorized Treatment
>
> Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Fri, 03/27/2026 02:55 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
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>
> To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.
>
> Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.

On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:

Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?

Thanks,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
Westminster, California 92683
t 714.625.8566
f 714.855.1241
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Thu, 03/26/2026 08:12 AM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
and
Rick Hollifield v. Oslen Steel (Argonaut)

Dear Mr. Gower,

I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care —and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement

entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?

As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.

As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.

Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.

I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.

Thanks,

Jon Gower
Senior Attorney

MSKW
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Wed, 03/25/2026 05:39 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External
(bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated. Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical

treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

Bull Dung & Haggle <bulldunghaggle@gmail.com> Wed, Apr 1, 2026 at 9:18 AM
To: Jon Gower <jgower@mskwlaw.com>

Re: Argonaut Records

Wednesday, April 01, 2026
9:15 AM

Subject: Full Claim File Disclosure – # 62X103499 & Related # EC015235 Settlement (incl. OCIP Insurance Details) and **# GIN003700**

Mr. Jon Gower,

I'm the **claimant** on workers' comp claim **# 62X103499**, linked to the **third-party Compromise and Release** in civil case **# EC015235**
Hollifield vs. Olsen Steel Inc., (Kenneth Kawabata as defense counsel**)** . **Include civil case # GIN003700 (Hollifield vs. Richard Braun, M.D., Kvaas Construction Company., Olsen Steel Inc., Argonaut Insurance Company)**
Under California law, I have the right to transparency on my benefits, any offsets, and related insurance—like the **Owner-Controlled Insurance Program** (OCIP) covering this project. Provide a complete, unredacted copy of the full claim file and all financials ASAP, including:

- **Every payment on #62X103499:** recipients (docs, lawyers, me, anyone), dates, amounts, purpose
- Third-party settlement breakdown: total $200k, splits (attorney fees—who hired/paid them, especially opposing side; liens/subrogation to Argonaut/carrier; my net share)
- Any credits/reimbursements back to the workers' comp insurer
- **OCIP insurance specifics:** coverage limits (e.g., up to $5M general liability/workers' comp), who's named additional insured, premiums handled by owner, any exclusions or overlaps with my claim
- **Attorney fees on both sides**—who funded the lawyers pushing back in these cases
- Itemized medical bills paid/unpaid, lost wages calculations, reserves

This is required under:
- **Title 8 CCR §10101.1** – claim file contents (payments, benefits, delays/denials)
- **Labor Code §138.4** – benefit notices and payment updates
- **Labor Code §§3850-3865** – subrogation/liens in third-party recoveries (no double-dipping, full transparency on offsets)

Send **PDFs, spreadsheets, disbursement sheets, fee agreements, and OCIP policy docs—no summaries or redactions.**

Thanks,

Bull Dung & Haggle
Rick Hollifield
bulldunghaggle.com

On Tue, Mar 31, 2026 at 7:57 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Hey Jon,
> I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was spent for me.
> I want to know who was paying for all those attorneys of record.
> Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.
>
> On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> Dear Mr. Gower,
>>
>> I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.

I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."

If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are available. Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealment of my medical status and the fraudulent procurement of the credit.

Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business records that the applicant is entitled to review.

I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on that is not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will let you know if anything was held back due to privilege.
>
> I will look forward to receiving the DOR.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:36 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> Dear Mr. Gower,
>
> Thank you for confirming Argonaut's rejection.
>
> Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:
>
> 1. All internal communication sheets, adjuster notes, and activity logs.
> 2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
> 3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
> 4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.
>
> Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.
>
> I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.
>
> Respectfully,
>
> Rick Hollifield
>
> On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
> > Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
> >
> > Regards,
> >
> > Jon Gower
> > Senior Attorney
> >
> > MSKW
> > Misa Stefen Koller Ward, LLP
> > 13950 Milton Avenue, Suite 200A
> > Westminster, California 92683
> > t 714.625.8566
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Date: Mon, 03/30/2026 03:08 PM
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To: jgower@mskwlaw.com

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> **. Extrinsic Fraud vs. Finality**
>
> Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?

I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.

The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.

Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.

Regards,

Jon Gower
Senior Attorney

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To: jgower@mskwlaw.com

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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Should We? Let me know if this explains what they did.

On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

I disagree for the following reasons about the credit on an unapproved C&S.

FINDINGS OF FACT

I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.

to further argue my point

> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding

$2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."

Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.

If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.

Jon Gower
Senior Attorney

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
> and
> Rick Hollifield v. Oslen Steel (Argonaut)
>
> Dear Mr. Gower,
>
> I want to address the specific circumstances under which my benefits were terminated.
>
> To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.
>
> The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.
>
> Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.
>
> If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]
>
> I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.
>
> Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.
>
> I contend that these actions violated the following:
>
> 1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
> 2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
> 3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
> 4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.
>
> The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating

the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney

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Date: Wed, 03/25/2026 05:39 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External
(bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

Jon Gower <jgower@mskwlaw.com> Wed, Apr 1, 2026 at
To: Bull Dung & Haggle <bulldunghaggle@gmail.com>

Working on it.

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
Westminster, California 92683
t 714.625.8566
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Tue, 03/31/2026 04:59 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Hey Jon,
I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was spent for me. I want to know who was paying for all those attorneys of record.
Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.

On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Dear Mr. Gower,
>
> I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.
>
> I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."
>
> If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are available. Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealment of my medical status and the fraudulent procurement of the credit.
>
> Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business records that the applicant is entitled to review.
>
> I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.
>
> Respectfully,
>
> Rick Hollifield
>
> On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on that is not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will let you know if anything was held back due to privilege.
>>
>> I will look forward to receiving the DOR.
>>
>> Regards,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
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>>
>> ---
>>
>>> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
>>> **Date:** Mon, 03/30/2026 03:36 PM
>>> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
>>> **To:** jgower@mskwlaw.com
>>>
>>> External (bulldunghaggle@gmail.com)
>>>
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Dear Mr. Gower,

Thank you for confirming Argonaut's rejection.

Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:

1. All internal communication sheets, adjuster notes, and activity logs.
2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.

Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.

I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:08 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> **. Extrinsic Fraud vs. Finality**
>
> Jon
>
> You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.
>
> - The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.
>
> **2. The "Void" vs. "Voidable" Distinction**
>
> - **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
> - **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.
>
> **3. The Role of the OSA**
>
> You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.
>
> **4. Labor Code § 5001**
>
> I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).
>
> To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.
>
> In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).
>
> Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:
>
> **1. Extrinsic Fraud (Fraud on the Court)**
>
> Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.
>
> - **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).

- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 12:37 PM

Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case
>>
>> ## Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and

	Cumpian)	surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.
>
> Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.
>
> The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.
>
> It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Fri, 03/27/2026 05:56 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.
>
> ## 1. Termination of Benefits Before P&S
>
> Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.
>
> - **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
> - **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
> - **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.
>
> ## 2. Penalties, Sanctions, and Costs
>
> If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:
>
> - **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
> - **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
> - **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.
>
> ## 3. The Broken Plate and Unauthorized Treatment
>
> Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.
>
> - **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
> - **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Fri, 03/27/2026 02:55 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.
>
> Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.
>
> Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.
>
> The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.
>
> Relevance: The initial termination was illegal, the subsequent credit—which

relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
> > Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
> >
> > Thanks,
> >
> > Jon Gower
> > Senior Attorney
> >
> > MSKW
> > Misa Stefen Koller Ward, LLP
> > 13950 Milton Avenue, Suite 200A
> > Westminster, California 92683
> > t 714.625.8566
> > f 714.855.1241
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> >
> > ---
> >
> > **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> > **Date:** Thu, 03/26/2026 08:12 AM
> > **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> > **To:** jgower@mskwlaw.com
> >
> > External (bulldunghaggle@gmail.com)
> >
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> >
> > Here is Doris Harrah's dictation
> >
> > On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> >
> > > Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
> > > and
> > > Rick Hollifield v. Oslen Steel (Argonaut)
> > >
> > > Dear Mr. Gower,
> > >
> > > I want to address the specific circumstances under which my benefits were terminated.
> > >
> > > To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.
> > >
> > > The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.
> > >
> > > Please refer to Exhibit G, which confirms that Argonaut

insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?

As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.

As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.

Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.

I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.

Thanks,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Wed, 03/25/2026 05:39 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

---

img_69cd5197726f7
29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Thu, Apr 2, 2026 a
To: Jon Gower <jgower@mskwlaw.com>

Jon,
I would like to request the medical records of Dr. Braun sent to Dianna Cumpian for when he pulled the pin out of my wrist.
I have the 10/05/1998 Communication Sheet, but that report is actually for 10/02/1998 before he pulled the pin. I am requesting any and all communications from 10/02/1998 to present day. Everything after 10/02/1998.

On Wed, Apr 1, 2026 at 1:11 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Working on it.
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
> c 714.890.2045
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Tue, 03/31/2026 04:59 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> Hey Jon,
> I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was spent for me. I want to know who was paying for all those attorneys of record.
> Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.
>
> On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
> > Dear Mr. Gower,
> >
> > I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.

I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."

If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are available. Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealment of my medical status and the fraudulent procurement of the credit.

Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business records that the applicant is entitled to review.

I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on that is not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will let you know if anything was held back due to privilege.
>
> I will look forward to receiving the DOR.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:36 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> Dear Mr. Gower,
>
> Thank you for confirming Argonaut's rejection.
>
> Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:
>
> 1. All internal communication sheets, adjuster notes, and activity logs.
> 2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
> 3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
> 4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.
>
> Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.
>
> I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.
>
> Respectfully,
>
> Rick Hollifield
>
> On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>>
>> Regards,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
>> Westminster, California 92683
>> t 714.625.8566
>> f 714.855.1241
>> c 714.890.2045
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:08 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> **. Extrinsic Fraud vs. Finality**
>
> Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 12:37 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
> I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
> He threw me under the bus. I wanted to give the money back but he already spent his
> He misrepresented me causing the situation I find myself in.
> His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.
>
> On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
> > Should We? Let me know if this explains what they did.
> >
> > On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> >
> > > I disagree for the following reasons about the credit on an unapproved C&S.
> > >
> > > FINDINGS OF FACT
> > >
> > > I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
> > > II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
> > > III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998,
> > > Despite the knowledge of the surgical hardware failure, in direct violation of the
> > > Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
> > > IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
> > > V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
> > > VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
> > >
> > > to further argue my point
> > >
> > > > "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages

exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."

Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.

If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.

Jon Gower
Senior Attorney

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Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
> and
> Rick Hollifield v. Oslen Steel (Argonaut)
>
> Dear Mr. Gower,
>
> I want to address the specific circumstances under which my benefits were terminated.
>
> To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.
>
> The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.
>
> Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.
>
> If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]
>
> I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.
>
> Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.
>
> I contend that these actions violated the following:
>
> 1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
> 2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
> 3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
> 4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
Westminster, California 92683
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From: Bull Dung & Haggle
<bulldunghaggle@gmail.com>
Date: Wed, 03/25/2026 05:39 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External
(bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

img_69cd5197726f7
29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Fri, May 1, 202
To: Jon Gower <jgower@mskwlaw.com>

Subject: Request for Complete Medical Records and Claim File

Please pass this request on to your client. I am formally requesting a complete copy of all medical records, doctor's reports, adjuster notes, and any other documents in the claim file from 199
present.

Please send these records within 30 days.

On Thu, Apr 2, 2026 at 10:23 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Jon,
> I would like to request the medical records of Dr. Braun sent to Dianna Cumpian for when he pulled the pin out of my wrist.
> I have the 10/05/1998 Communication Sheet, but that report is actually for 10/02/1998 before he pulled the pin. I am requesting any and all communications from 10/02/1998 to present day. Everything after 10/02/1998.
>
> On Wed, Apr 1, 2026 at 1:11 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Working on it.
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
>> Westminster, California 92683
>> t 714.625.8566
>> f 714.855.1241
>> c 714.890.2045
>> www.mskwlaw.com
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>>
>> ---
>>
>> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
>> **Date:** Tue, 03/31/2026 04:59 PM
>> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
>> **To:** jgower@mskwlaw.com
>>
>> External (bulldunghaggle@gmail.com)
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>>
>> Hey Jon,
>> I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was spent fo me. I want to know who was paying for all those attorneys of record.
>> Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.
>>
>> On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>>
>>> Dear Mr. Gower,
>>>
>>> I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.
>>>
>>> I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."
>>>
>>> If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are available. Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealment of r medical status and the fraudulent procurement of the credit.
>>>
>>> Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business records tha the applicant is entitled to review.
>>>
>>> I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.
>>>
>>> Respectfully,
>>>
>>> Rick Hollifield
>>>
>>> On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:
>>>
>>>> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on that i not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will let y know if anything was held back due to privilege.
>>>>
>>>> I will look forward to receiving the DOR.
>>>>
>>>> Regards,
>>>>
>>>> Jon Gower
>>>> Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:36 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Thank you for confirming Argonaut's rejection.

Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:

1. All internal communication sheets, adjuster notes, and activity logs.
2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.

Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.

I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:08 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
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> www.mskwlaw.com
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
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>
> ### . Extrinsic Fraud vs. Finality
>
> Jon
>
> You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.
>
> - The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.
>
> ### 2. The "Void" vs. "Voidable" Distinction
>
> - **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
> - **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.
>
> ### 3. The Role of the OSA
>
> You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.
>
> ### 4. Labor Code § 5001
>
> I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to

cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.

Regards,

Jon Gower
Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 12:37 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case
>>
>> ## Exhibit List: The Argonaut/OCIP Fraud Chain
>>
>> | New Exhibit ID | Document / Source | Legal Significance |
>> |---|---|---|
>> | **Exhibit A** | **OCIP Policy / Argonaut-Olsen Steel** | **The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), |

	Agreement	creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.
>
> Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.
>
> The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.
>
> It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the

credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Fri, 03/27/2026 05:56 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.

- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Fri, 03/27/2026 02:55 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)

&quo

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
>> Westminster, California 92683
>> t 714.625.8566
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>> c 714.890.2045
>> www.mskwlaw.com
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>>
>> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
>> **Date:** Thu, 03/26/2026 08:12 AM
>> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
>> **To:** jgower@mskwlaw.com
>>
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>>
>> Here is Doris Harrah's dictation
>>
>> On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>>
>>> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut

and
Rick Hollifield v. Oslen Steel (Argonaut)

Dear Mr. Gower,

I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Wed, 03/25/2026 05:39 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com

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(bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

2 attachments

11-03-1998_Third_Party_Compromise_&_Release.pdf(1)[1].pdf
3743K

img_69cd5197726f7
29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Fri, May 1, 2
To: Jon Gower <jgower@mskwlaw.com>

01-04-2001 Dr. Abrams - Pt P&S via Voc. Rehab.…

03-14-2001 Sax & Thorton Quit.pdf

06-06-2001 DOR + 2001-07-17 DOR + Rejection …

07-19-2001 Argonaut Objection to DOR .pdf

On Fri, May 1, 2026 at 4:25 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Subject: Request for Complete Medical Records and Claim File

Please pass this request on to your client. I am formally requesting a complete copy of all medical records, doctor's reports, adjuster notes, and any other documents in the claim file from 1
present.

Please send these records within 30 days.

On Thu, Apr 2, 2026 at 10:23 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Jon,
I would like to request the medical records of Dr. Braun sent to Dianna Cumpian for when he pulled the pin out of my wrist.
I have the 10/05/1998 Communication Sheet, but that report is actually for 10/02/1998 before he pulled the pin. I am requesting any and all communications from 10/02/1998 to present day. Everything after 10/02/1998.

On Wed, Apr 1, 2026 at 1:11 PM Jon Gower <jgower@mskwlaw.com> wrote:

Working on it.

Jon Gower
Senior Attorney

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Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Tue, 03/31/2026 04:59 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Hey Jon,
I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was spent
me. I want to know who was paying for all those attorneys of record.
Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.

On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Dear Mr. Gower,

I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.

I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."

If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are available.
Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealment c
medical status and the fraudulent procurement of the credit.

Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business records t
the applicant is entitled to review.

I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:

Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on tha
not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the civil
lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will le
know if anything was held back due to privilege.

I will look forward to receiving the DOR.

Regards,

Jon Gower
Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:36 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Dear Mr. Gower,

Thank you for confirming Argonaut's rejection.

Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:

1. All internal communication sheets, adjuster notes, and activity logs.
2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.

Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.

I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment of sanctions and penalties under LC § 5813 and § 5814 before a judge.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:08 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the

Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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> ---
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> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
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>
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>
> ### . Extrinsic Fraud vs. Finality
>
> Jon
>
> You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.
>
> - The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.
>
> ### 2. The "Void" vs. "Voidable" Distinction
>
> - **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
> - **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.
>
> ### 3. The Role of the OSA
>
> You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.
>
> ### 4. Labor Code § 5001
>
> I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).
>
> To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.
>
> In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full

bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 12:37 PM
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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Should We? Let me know if this explains what they did.
>
> On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
>> I disagree for the following reasons about the credit on an unapproved C&S.
>>
>> FINDINGS OF FACT
>>
>> I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
>> II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
>> III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
>> IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
>> V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
>> VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
>>
>> to further argue my point
>>
>> "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."
>>
>> Documents to support my understanding of the case
>>
>> ## Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed"

		despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.
>
> Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.
>
> The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.
>
> It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.
>
> ## 1. Termination of Benefits Before P&S
>
> Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.
>
> - **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
> - **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
> - **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.
>
> ## 2. Penalties, Sanctions, and Costs
>
> If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:
>
> - **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
> - **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
> - **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.
>
> ## 3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Fri, 03/27/2026 02:55 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
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>
> To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.
>
> Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The

settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
>> Westminster, California 92683
>> t 714.625.8566
>> f 714.855.1241
>> c 714.890.2045
>> www.mskwlaw.com
>>
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>>
>> ---
>>
>> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
>> **Date:** Thu, 03/26/2026 08:12 AM
>> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
>> **To:** jgower@mskwlaw.com
>>
>> External (bulldunghaggle@gmail.com)
>>
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>>
>> Here is Doris Harrah's dictation
>>
>> On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>>
>>> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
>>> and
>>> Rick Hollifield v. Oslen Steel (Argonaut)
>>>
>>> Dear Mr. Gower,
>>>
>>> I want to address the specific circumstances under which my benefits were terminated.

To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.

The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.

Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.

If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]

I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.

Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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> www.mskwlaw.com
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Wed, 03/25/2026 05:39 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External
> (bulldunghaggle@gmail.com)
>
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>
> Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

17 attachments

05-17-1999 Dr. Reid Abrams Letter.pdf
681K

03-09-1999 Dr. Stephen Greenwald.pdf
636K

06-17-1999 Dr. Abrams Progress Report.pdf
921K

03-09-1999 Dr Greenwald X-rays.pdf
1684K

10-19-1999 SSA Recon.pdf
1143K

03-11-1999 Dr. Reid Abrams Diagnosis.pdf
2229K

11-16-2000 Abrams Hand Clinic.pdf
1560K

04-19-2000 Argonaut Insurance to Richard Sax.pdf
656K

04-19-2000 Argonaut Insurance to Richard Sax p2.pdf
840K

04-18-2000 Dianna Cumpian Memo to Michael Nolan p3.pdf
1035K

04-18-2000 Dianna Cumpian Memo to Michael Nolan p4.pdf
1010K

04-19-2000 Argonaut Fax to Sax.pdf
3955K

07-18-2000 - Argonaut Attorney to Richard Sax.pdf
1144K

12-20-2000 Dean Goetz Letter & Sub of Attorneys.pdf
1190K

11-16-2000 Abrams Progress Record.pdf
1602K

09-19-2000-UCSD-Neurology-EMG-NCV-Lab-Report.pdf
1832K

img_69cd5197726f7
29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Fri, May 1.
To: Jon Gower <jgower@mskwlaw.com>

Pass it on to your cLIEnt.
Respectfully
Rick Hollifield
Bull Dung & Haggle LLC

On Fri, May 1, 2026 at 4:41 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

01-04-2001 Dr. Abrams - Pt P&S via Voc. Rehab....

03-14-2001 Sax & Thorton Quit.pdf

06-06-2001 DOR + 2001-07-17 DOR + Rejection ...

07-19-2001 Argonaut Objection to DOR .pdf

On Fri, May 1, 2026 at 4:25 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

Subject: Request for Complete Medical Records and Claim File

Please pass this request on to your client. I am formally requesting a complete copy of all medical records, doctor's reports, adjuster notes, and any other documents in the claim file from present.

Please send these records within 30 days.

On Thu, Apr 2, 2026 at 10:23 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
Jon,
I would like to request the medical records of Dr. Braun sent to Dianna Cumpian for when he pulled the pin out of my wrist.
I have the 10/05/1998 Communication Sheet, but that report is actually for 10/02/1998 before he pulled the pin. I am requesting any and all communications from 10/02/1998 to present day. Everything after 10/02/1998.

On Wed, Apr 1, 2026 at 1:11 PM Jon Gower <jgower@mskwlaw.com> wrote:

Working on it.

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
Westminster, California 92683
t 714.625.8566
f 714.855.1241
c 714.890.2045
www.mskwlaw.com

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Tue, 03/31/2026 04:59 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Hey Jon,
I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was spe me. I want to know who was paying for all those attorneys of record.
Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.

On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
Dear Mr. Gower,

I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.

I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaint regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."

If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are availab
Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealmen
medical status and the fraudulent procurement of the credit.

Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business record
the applicant is entitled to review.

I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands on t
> not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the ci
> lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I will
> know if anything was held back due to privilege.
>
> I will look forward to receiving the DOR.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
> c 714.890.2045
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:36 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> Dear Mr. Gower,
>
> Thank you for confirming Argonaut's rejection.
>
> Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the
> records used to manage my claim. Please provide the entire file, including but not limited to:
>
> 1. All internal communication sheets, adjuster notes, and activity logs.
> 2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
> 3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
> 4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.
>
> Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.
>
> I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessment o
> sanctions and penalties under LC § 5813 and § 5814 before a judge.
>
> Respectfully,
>
> Rick Hollifield
>
> On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
> > Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
> >
> > Regards,
> >
> > Jon Gower
> > Senior Attorney
> >
> > MSKW
> > Misa Stefen Koller Ward, LLP
> > 13950 Milton Avenue, Suite 200A
> > Westminster, California 92683
> > t 714.625.8566
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> > c 714.890.2045
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:08 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
> c 714.890.2045
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
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>
> ### . Extrinsic Fraud vs. Finality
>
> Jon

You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

> It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?
>
> I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.
>
> The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.
>
> Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 12:37 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
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>
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>
> My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
> I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
> He threw me under the bus. I wanted to give the money back but he already spent his
> He misrepresented me causing the situation I find myself in.
> His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.
>
> On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
> > Should We? Let me know if this explains what they did.
> >
> > On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> >
> > > I disagree for the following reasons about the credit on an unapproved C&S.
> > >
> > > FINDINGS OF FACT
> > >
> > > I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
> > > II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
> > > III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
> > > IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
> > > V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
> > > VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.
> > >
> > > to further argue my point
> > >
> > > > "Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages

exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr. Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."

Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.

Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary (P&S)** report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.

If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the WC system would be) I do not and would not represent Argonaut for that.

Jon Gower
Senior Attorney

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To: jgower@mskwlaw.com

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
>> Misa Stefen Koller Ward, LLP
>> 13950 Milton Avenue, Suite 200A
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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
> and
> Rick Hollifield v. Oslen Steel (Argonaut)
>
> Dear Mr. Gower,
>
> I want to address the specific circumstances under which my benefits were terminated.
>
> To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.
>
> The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.
>
> Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.
>
> If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]
>
> I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.
>
> Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.
>
> I contend that these actions violated the following:
>
> 1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
> 2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
> 3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
> 4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,

Jon Gower
Senior Attorney

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

img_69cd5197726f7
29K

Bull Dung & Haggle <bulldunghaggle@gmail.com> Fri, May
To: Jon Gower <jgower@mskwlaw.com>

Did I forget to mention - UNAPPROVED C&R???

On Fri, May 1, 2026 at 4:44 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Pass it on to your cLIEnt.
> Respectfully
> Rick Hollifield
> Bull Dung & Haggle LLC
>
> On Fri, May 1, 2026 at 4:41 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
>
> > 01-04-2001 Dr. Abrams - Pt P&S via Voc. Rehab.…
> >
> > 03-14-2001 Sax & Thorton Quit.pdf
> >
> > 06-06-2001 DOR + 2001-07-17 DOR + Rejection …
> >
> > 07-19-2001 Argonaut Objection to DOR .pdf
> >
> > On Fri, May 1, 2026 at 4:25 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> >
> > > Subject: Request for Complete Medical Records and Claim File
> > >
> > > Please pass this request on to your client. I am formally requesting a complete copy of all medical records, doctor's reports, adjuster notes, and any other documents in the claim file frc present.
> > >
> > > Please send these records within 30 days.
> > >
> > > On Thu, Apr 2, 2026 at 10:23 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> > >
> > > > Jon,
> > > > I would like to request the medical records of Dr. Braun sent to Dianna Cumpian for when he pulled the pin out of my wrist.
> > > > I have the 10/05/1998 Communication Sheet, but that report is actually for 10/02/1998 before he pulled the pin. I am requesting any and all communications from 10/02/1998 to present day. Everything after 10/02/1998.
> > > >
> > > > On Wed, Apr 1, 2026 at 1:11 PM Jon Gower <jgower@mskwlaw.com> wrote:
> > > >
> > > > > Working on it.
> > > > >
> > > > > Jon Gower
> > > > > Senior Attorney
> > > > >
> > > > > MSKW
> > > > > Misa Stefen Koller Ward, LLP
> > > > > 13950 Milton Avenue, Suite 200A
> > > > > Westminster, California 92683
> > > > > t 714.625.8566
> > > > > f 714.855.1241
> > > > > c 714.890.2045
> > > > > www.mskwlaw.com
> > > > >
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> > > > >
> > > > > ---
> > > > >
> > > > > **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> > > > > **Date:** Tue, 03/31/2026 04:59 PM
> > > > > **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> > > > > **To:** jgower@mskwlaw.com
> > > > >
> > > > > External (bulldunghaggle@gmail.com)
> > > > >
> > > > > Graymail Spam Phish More... FAQ Protection
> > > > >
> > > > > Hey Jon,
> > > > > I just wanted to know if Argonaut is going to furnish the Claim notes and the check sent to my attorney, and the breakdown of the settlement files of where the money was sı me. I want to know who was paying for all those attorneys of record.
> > > > > Like did Argonaut pay for Kenneth Kawabata, Dan Deuprey, Jeffrey Evans, Kirk Chamberlin, and Michael Nolan.
> > > > >
> > > > > On Mon, Mar 30, 2026 at 7:06 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
> > > > >
> > > > > > Dear Mr. Gower,
> > > > > >
> > > > > > I am in receipt of your email stating that "there isn't much of the claim file to send" due to the case being dormant.
> > > > > >
> > > > > > I must point out a significant discrepancy. On November 6, 2025, Argonaut's Claims Manager, Rene Cristobal, submitted a formal response to a DWC Audit Unit complaiı regarding this specific case. In that response, she explicitly stated that her findings were "based on review of the claim notes."

If the Claims Manager was able to access and review the claim notes in late 2025 to defend against an audit, those records clearly exist in electronic format and are avail: Denying their existence now, or claiming they are unavailable, would appear to be a further attempt to obstruct the discovery of material evidence regarding the concealm medical status and the fraudulent procurement of the credit.

Furthermore, please be advised that under California law, "adjuster notes" and "communication logs" are not protected by attorney-client privilege; they are business reco the applicant is entitled to review.

I look forward to receiving the complete electronic production of all claim notes and the Olsen Steel OCIP records as previously requested.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 6:55 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifiled, unfortunately, there isn't much of the claim file to send you, given that the claim was dormant for 25+ years. I will send you whatever I can get my hands o not privileged. Much of what you are asking for is privileged, even if we were able to locate it. As for your next email regarding records pertaining to Olsen Steel and the lawsuit, most of what you are asking for you would need to get from Olsen Steel or elsewhere, and much of it is privileged as well. When I send you whatever I have, I v know if anything was held back due to privilege.
>
> I will look forward to receiving the DOR.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
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> www.mskwlaw.com
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 03:36 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
> Graymail Spam Phish More... FAQ Protection by INK
>
> Dear Mr. Gower,
>
> Thank you for confirming Argonaut's rejection.
>
> Since the demand has been formally declined, please consider this my formal request for my complete Claims File. Under California law, I am entitled to the records used to manage my claim. Please provide the entire file, including but not limited to:
>
> 1. All internal communication sheets, adjuster notes, and activity logs.
> 2. All internal memos, emails, and correspondence regarding the decision to file for credit and the termination of benefits.
> 3. All letters, faxes, and medical reports, specifically including the report documenting the failure of my surgical hardware (the broken plate) prior to the filing for credit.
> 4. All internal communications regarding the Order Suspending Action (OSA) and the subsequent Petition for Credit.
>
> Please provide these records in electronic format. If there is a reasonable reproduction fee, please advise so that I can arrange for payment.
>
> I will be moving forward with the Declaration of Readiness to Proceed (DOR) to bring the issues of extrinsic fraud, the invalidity of the credit, and the assessmen sanctions and penalties under LC § 5813 and § 5814 before a judge.
>
> Respectfully,
>
> Rick Hollifield
>
> On Mon, Mar 30, 2026 at 6:14 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
> > Mr. Hollifield, I heard back from the adjuster, and Argonaut rejects your demand.
> >
> > Regards,
> >
> > Jon Gower
> > Senior Attorney
> >
> > MSKW
> > Misa Stefen Koller Ward, LLP
> > 13950 Milton Avenue, Suite 200A
> > Westminster, California 92683
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Mon, 03/30/2026 03:08 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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Comparison Table: Gower's Logic vs. The Reality of Fraud

Your Stance	The Legal Counter-Argument
"The Order for Credit is valid because it wasn't appealed."	An order obtained through **extrinsic fraud** is void and can be challenged at any time, even 27 years later.
"The Credit and the OSA are not in conflict."	They are in conflict if the Credit was used to bypass the medical protections intended by the OSA.
"It wasn't inappropriate to file for Credit."	It **is** inappropriate (and sanctioned under **LC § 5813**) if the filing relied on concealing a material medical fact (the failed hardware).

You're providing a **"textbook"** answer that ignores the **"fraud"** reality of this specific case. You're treating this like a normal administrative oversight, whereas I am describing a deliberate concealment of medical evidence to stop my benefits.

The "correctness" of your stance relies on the assumption that Argonaut was honest with the Judge. I can prove they hid the hardware failure to get that credit, Your entire argument is built on a house of cards.

Thank you for your responses. However, your point-by-point rebuttal misses the core issue of extrinsic fraud and the specific duties Argonaut owed to both me and the Court.

1. The OSA and the Duty of Candor: While you argue the OSA was not a "stay" of the entire case, its existence was predicated on the fact that my medical condition was not yet Permanent and Stationary (P&S). Moving for a credit while intentionally concealing the failure of my surgical hardware (the broken plate)—a fact that directly contradicts the P&S status—is a breach of the duty of candor.

2. Fraud Vitiates the Credit: You claim the credit applies "regardless of disability status." This is incorrect when that status is misrepresented to the Judge. Had the Judge known I was in a medical emergency requiring urgent surgery, the "reasonableness" and timing of that credit would have been viewed differently. Concealing material medical evidence to secure a financial order is the definition of extrinsic fraud.

3. The Civil Settlement: My receipt of those funds does not grant Argonaut a license to bypass the Labor Code or the Court's specific orders regarding the suspension of action.

To reiterate, my formal demand is:
1. A full waiver of the $128,000 credit due to the fraudulent nature of its procurement.
2. Payment of TTD benefits from 10/02/1998 to 01/04/2001, plus statutory interest.
3. $30,000 in damages for fraud, plus 27 years of accrued interest.
4. Maximum sanctions and penalties under LC § 5813 and § 5814.

Since you have indicated you will present this to Argonaut, I look forward to receiving their formal, documented rejection of these specific terms so I may proceed with the Declaration of Readiness (DOR).

On Mon, Mar 30, 2026 at 5:39 PM Jon Gower <jgower@mskwlaw.com> wrote:

> See my responses in red below. I will present your demand to Argonaut and get you a formal response.
>
> Regards,
>
> Jon Gower
> Senior Attorney
>
> MSKW
> Misa Stefen Koller Ward, LLP
> 13950 Milton Avenue, Suite 200A
> Westminster, California 92683
> t 714.625.8566
> f 714.855.1241
> c 714.890.2045
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>
> ---
>
> **From:** Bull Dung & Haggle <bulldunghaggle@gmail.com>
> **Date:** Mon, 03/30/2026 02:08 PM
> **Subject:** Re: Rick Hollifield v. Kvaas Construction Company
> **To:** jgower@mskwlaw.com
>
> External (bulldunghaggle@gmail.com)
>
> Graymail Spam Phish More... FAQ Protection by INKY
>
> **. Extrinsic Fraud vs. Finality**
>
> Jon
>
> You're relying on the principle of *res judicata* (the matter is decided). However, **extrinsic fraud**—which occurs when a party is denied the opportunity to present their case or is kept in ignorance of the proceedings—is a recognized ground to set aside a final judgment.

- The Petition for Credit was filed using a "legal nullity" (the unapproved C&R) the Petition did not use the unapproved C&R or reference it in any way. while intentionally bypassing the court's stay (the OSA) the OSA is not a "stay" of the case, or of anything other than the C&R itself, it could be argued that the court was misled into granting the credit. The Judge had the relevant info: that you had received a $128k civil settlement check.

2. The "Void" vs. "Voidable" Distinction

- **Voidable:** An order with a standard legal error must be appealed within specific timelines (usually 20 days in WCAB cases).
- **Void:** An order obtained through extrinsic fraud can be attacked at **any time**, even years later. If the order is "void on its face" due to a violation of a mandatory stay (the OSA), it technically never had legal power.

3. The Role of the OSA

You argue the OSA only stopped the *approval* of the C&R. However, if the OSA was issued specifically because the medical status was in flux (the failed hardware), then filing for a credit based on a "settlement" that hadn't been approved (the credit was based on the civil settlement, which does not require approval, and the proceeds of which you had received) —and was arguably dead—could be viewed as a bad-faith maneuver to cut off benefits during a medical emergency.

4. Labor Code § 5001

I argue that under Labor Code § 5001, no release is valid unless it is approved by the appeals board or a judge (this is true in workers' comp but not in civil court). Argonaut used an unapproved document to claim a $128k credit, they essentially treated an invalid contract as a valid one to gain a financial advantage (the civil settlement did not require judicial approval, you received the settlement proceeds, and you did not take any steps to give them back. It is too late now to try to reverse that settlement unless you are going to pay Olseen Steel their $128k back - and even then, it is probably too late).

To address your point regarding the validity of the credit: while I understand your position on res judicata, it is a well-established principle of California law that extrinsic fraud "vitiates everything" it touches. An order obtained through the concealment of material facts or by misleading the court—such as using an unapproved C&R as the basis for a credit (the C&R was not the basis for the credit, the civil settlement was) while a mandatory stay (the OSA) was in place (the OSA was not a stay of the case)—can be attacked as void at any time.

In the context of a California Workers' Compensation case, intentionally concealing a medical emergency—like a **failed surgical plate**—to obtain a legal advantage is a textbook example of **extrinsic fraud**. (nothing was concealed. It was assumed that you would need additional medical treatment - that's the point of the credit - to make you responsible for that treatment, using the $128k civil settlement. That is a different question than whether you are P&S and the credit would apply either way. No legal advantage was gained. The credit would apply whether you were P&S or not, and whether you needed only Advil, repeat hand surgery, or full bilateral arm amputations. The last example would swiftly exhaust the $128k credit amount, the first example would not, and I am still waiting on documentation of your out of pocket costs to see if your actual treatment has exhausted the credit).

Here is how that specific act meets the legal criteria for fraud and how it impacts the "legality" of the credit Argonaut is defending:

1. Extrinsic Fraud (Fraud on the Court)

Extrinsic fraud occurs when a party uses "deception or misrepresentation" to prevent the other party from fully presenting their case or to mislead the judge into signing an order.

- **The Act:** Argonaut or their representatives knew my surgical hardware had failed (meaning I was clearly **not** Permanent and Stationary) but proceeded to file for a credit as if I were stable, they effectively "tricked" the judge into signing the Order for Credit. (the credit has no relation to whether you were P&S or not. Once you received your civil settlement check, Argonaut was entitled to the credit regardless of your disability status (P&S vs. temporarily disabled)).
- **The Result:** Because the judge was deprived of the material fact that I was in a medical crisis, the resulting Order is considered **voidable** or even **void**.

2. Violation of the "Status Quo" (The OSA)

The **Order Suspending Action (OSA)** was issued specifically because my medical conditions were not yet finalized.

- By hiding the broken plate, they bypassed the very reason the case was suspended.
- Filing a Petition for Credit while knowing the medical evidence (the broken plate) contradicts the basis for that credit is a violation of the "duty of candor" that parties owe to the court. (the basis for the credit was the civil settlement and had nothing to do with what medical treatment you may or may not have needed, or with your status of P&S vs. TD).

3. Labor Code § 5813 (Bad Faith)

Under Labor Code § 5813, "bad-faith actions or tactics that are frivolous or intended to cause unnecessary delay" are subject to sanctions.

- Concealing a failed hardware report to stop TTD benefits and claim a credit is a clear bad-faith tactic designed to save the insurance company money at the expense of my health. (the failed hardware and the credit are not related).

I argue that the **Order for Credit** is a "fruit of the poisonous tree." Because it was born from the concealment of the failed hardware (a material fact), it cannot be legally "valid" regardless of whether it was appealed at the time. Fraud "vitiates" (destroys) the validity of any contract or court order it produces.

Regarding your question about my formal demand: my position is that the $128,000 credit was obtained fraudulently and is legally void. My demand is as follows:

1. A full waiver of the $128,000 credit, as it was obtained through extrinsic fraud and is legally void.
2. Payment of all Temporary Total Disability (TTD) benefits I was entitled to from 10/02/1998 to 01/04/2001, plus statutory interest.
3. Assessment of maximum sanctions and penalties under the Labor Code, including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions and violations.
4. The assessment of maximum sanctions and penalties under the Labor Code (including LC § 5814 for unreasonable delay and LC § 5813 for bad-faith actions) for the fraudulent filing and bad-faith termination of benefits.

I understand you believe an agreement is unlikely. If Argonaut maintains that they will not waive a credit obtained under these circumstances or address these specific demands, please provide their formal, documented rejection so that I may include it in my records and move forward with DOR.

Respectfully,

Rick Hollifield

On Mon, Mar 30, 2026 at 3:58 PM Jon Gower <jgower@mskwlaw.com> wrote:

It sounds like you have a legitimate gripe with your former attorney. Have you brought a malpractice claim against him?

I do want to once again clarify the relationship between the C&R, the Order Suspending Action, and the Petition and Order for Credit.

The C&R was not approved, meaning that your WC claim is still open; however, a civil settlement does not require judicial approval, and you received your civil settlement check (again, this is setting aside your argument that you signed the settlement under financial duress). If the C&R had been approved, there would be no need for a Credit, as all of Argonaut's liability would have permanently terminated based on the C&R. Because the C&R was no approved, Argonaut had to file a Petition for Credit, which only terminated their liability until the $128k was used up. The Order Suspending Action is an Order that applies only to approval of the C&R. It does not stop any and all action on the case. It is essentially just an Order saying that the C&R is not yet approved. Not denied, not approved, but suspended, in limbo. It does not stop either party from doing anything else on the case. It does not stop a party from filing a Petition for Credit based on the civil settlement that you received. Again, the only reason to file the Petition for Credit was the Order suspending. It was not a violation of a court order to file the Petition for Credit. If the C&R had been approved, the Petition for Credit would not have been necessary.

Point being, it was not inappropriate to file the Petition for Credit following the Order Suspending Action. You received your $128k civil settlement check. The Petition for Credit correctly noted that fact, and the Judge granted the Credit. The same Judge that had issued the Order Suspending Action, who would have reviewed the case and known about the OSA before issuing the Order for the credit. The OSA and the Credit are not in conflict in any way. The Credit also assumes that you are still in need of benefits, whether that be treatment for the broken plate, temporary disability benefits, etc. You are expected to use the $128k to cover those expenses since you received the 3rd party settlement check for the same accident. Once that $128k has been used up, Argonaut again becomes responsible for paying any benefits you may be entitled to.

Regards,

Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
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Date: Mon, 03/30/2026 12:37 PM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

External (bulldunghaggle@gmail.com)

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My attorney abandoned me and did nothing I asked him to after he was paid.with unapproved settlement money.
I wanted to void C&R and go to trial. But before approval he went behind my back and had my strongest leverage (Olsen Steel Lawsuit) dismissed with prejudice.
He threw me under the bus. I wanted to give the money back but he already spent his
He misrepresented me causing the situation I find myself in.
His deposition by Dan Deuprey proves that. He is barred from practicing law by the Bar.

On Mon, Mar 30, 2026 at 3:04 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
Should We? Let me know if this explains what they did.

On Mon, Mar 30, 2026 at 2:47 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:
I disagree for the following reasons about the credit on an unapproved C&S.

FINDINGS OF FACT

I. Indemnity: Applicant sustained an industrial injury to his dominant left wrist on 08/28/1996.
II. Extrinsic Fraud: Defendant Argonaut, through Claims Examiner Dianna Cumpian, terminated TTD benefits on October 2, 1998, without a medical report.
III. Violation of Court Order: Defendant filed a Petition for Credit on December 30, 1998, Despite the knowledge of the surgical hardware failure, in direct violation of the Order Suspending Action pending lien's and P&S Report issued on December 8, 1998.
IV. Void Settlement: The Third-Party Compromise and Release signed on November 3, 1998, was never approved by the WCAB and is a legal nullity pursuant to Labor Code § 5001.
V. Unreasonable Delay: Defendant's to "Petition for Credit" on December 30th, 1998, was a bad-faith tactic to conceal medical evidence (the broken plate) from the Board.
VI. Good Cause to Set Aside: I have shown "Good Cause" under Labor Code § 5803 to rescind the Order of January 28, 1999, based on extrinsic fraud and attorney abandonment.

to further argue my point

"Unreasonable delay/denial of benefits and economic duress under LC §5814; set aside 11/03/1998 C&R and reverse improper credit obtained in violation of 12/08/1998 Order Suspending Action. On 08/18/1998 a Mediation Brief presented to Hon. Harry McCue showed third-party damages exceeding $2,000,000 (Exhibit G). Despite this high value, Argonaut terminated TTD benefits **effective 10/02/1998** (via 10/06/1998 notice from Dianna Cumpian, Exhibit A) based solely on Dr.

Braun's 10/02/1998 appointment information and the 10/05/1998 Communication Sheet that merely *anticipated* P&S as of 10/15/1998 (Exhibit B) — with no DWC Form PR-3 ever issued. This starvation tactic created an immediate financial crisis (eviction, child-support suspension, impending birth, dying parent). Olsen Steel then rescheduled the imminent 10/23/1998 trial to 12/04/1998 on only 2 days' notice (10/21/1998 letter, Exhibit H), removing leverage and forcing me to sign the low C&R under duress on 11/03/1998. CorVel Nurse Doris Harrah confirmed in Progress Report #35 there was still 'NO permanent and stationary report' and in #37 noted Braun's office claiming 'no return appointment was necessary' (Exhibit C). The forced 12/09/1998 visit revealed the bone plate had broken at the pin site, requiring surgery and delaying final P&S at least 6 months (Exhibit D). No PR-3 was ever issued, yet Argonaut obtained credit on a suspended C&R (Exhibits E–F). These coordinated stall and starvation tactics constitute unreasonable delay and support penalties, reopening of the case, and vacation of the suspended C&R."

Documents to support my understanding of the case

Exhibit List: The Argonaut/OCIP Fraud Chain

New Exhibit ID	Document / Source	Legal Significance
Exhibit A	**OCIP Policy / Argonaut-Olsen Steel Agreement**	**The Motive:** Proves Argonaut insured both the employer (WC) and the third party (Civil), creating a massive conflict to "low-ball" the $2M+ claim.
Exhibit B	**CorVel Progress Reports #34, #35, #36, #37**	**No P&S:** Continuous documentation by Nurse Harrah confirming no P&S report existed during the "blackout period."
Exhibit C	**CorVel Closing Report (Doris Harrah)**	**The Admission:** Final proof from Argonaut's own agent that benefits were cut and the case "closed" despite no medical P&S status.
Exhibit D	**12/08/1998 Order Suspending Action (OSA)**	The **Court Mandate:** Legally froze the C&R; Argonaut was prohibited from taking credit or finalized action.
Exhibit E	**12/30/1998 Petition for Credit & Nolan Verification**	**The Perjury:** Sworn statement to the WCAB claiming credit was due, while knowing the hardware had failed (per 12/09 report).
Exhibit F	**04/18/2000 Internal Memo (Dianna Cumpian)**	**The Smoking Gun:** Internal confession of actual knowledge regarding the hardware failure and surgery needs.
Exhibit G	**10/21/1998 Trial Reschedule Letter**	**The Stall:** 48-hour notice to cancel the 10/23 trial, stripping the applicant of legal leverage while under financial ruin.

Argument for Petition to Set Aside & Penalties

I. The OCIP Conflict and The "Starvation" Strategy

Argonaut Insurance, acting as the carrier for both the Workers' Comp claim and the **Olsen Steel OCIP**, had a singular financial motive: to kill a $2,000,000+ liability for a fraction of its value. To achieve this, they orchestrated a medical "blackout." Despite **Exhibit B and C (Progress/Closing Reports)** showing no P&S report existed, Argonaut unilaterally terminated TTD. This was not a mistake; it was a tactical "starvation" of the applicant to force the 11/03/1998 C&R.

II. Extrinsic Fraud and Perjury (Petition for Credit)

Argonaut's most egregious act was filing the **12/30/1998 Petition for Credit (Exhibit E)**. At the time of filing, Argonaut had **actual knowledge** (per the 12/09/1998 exam and later confirmed in **Exhibit F**) that the surgical hardware had failed. Yet, **Nolan** signed a sworn verification—committing **perjury**—to mislead the WCAB into granting a credit they were not entitled to under the **Order Suspending Action (Exhibit D)**.

III. Violation of Labor Code §5814

Argonaut's refusal to reinstate benefits after the 12/09/1998 discovery of the broken plate, combined with their fraudulent petitioning for credit, constitutes an **unreasonable delay and denial** of benefits. Because the case remains open and unresolved, the WCAB has the jurisdiction to vacate the 11/03/1998 C&R based on this newly discovered evidence of fraud, perjury, and unconscionable economic duress.

Conclusion:

The C&R was not an agreement; it was a surrender extorted through fraud. The **Closing Report (Exhibit C)** proves they knew the job wasn't done, yet they walked away while the applicant's hardware was failing.
Should we incorporate these into a formal **Declaration of Readiness to Proceed (DOR)** to force a hearing on the **Petition for Credit** fraud?

I have plenty more evidence. The chose is theirs

On Mon, Mar 30, 2026 at 1:17 PM Jon Gower <jgower@mskwlaw.com> wrote:

Rick, I have. The one item I am still looking at is the termination of benefits without a P&S report. From what you have provided, you may have a point; however, I can't just rely on what you have provided. I have to investigate further to see if there was a basis for terminating benefits.

Regardless, that doesn't undo the credit. You received the civil settlement check, and based on that, the Judge issued the credit Order. The Order was never appealed. As such, the credit remains in place, and it has been appropriate for my client to not issue any additional benefits absent a showing that the credit has been exhausted.

The credit also applies to benefits that were already due prior to the issuance of the credit. In other words, if Argonaut owed you temporary disability from October, when they cut off benefits, up until the day of the credit order, those benefits would count against the credit amount but would not be paid separately.

It doesn't seem likely that we are going to come to an agreement. My client is not going to agree that the credit is invalid. If the credit is not invalid, you may not be owed anything. Unless you have exhausted the credit. I'm still waiting on documentation of your out of pocket expenses. I also think the civil settlement agreement is relevant, since you are claiming that it is somehow invalid.

Regards,

Jon Gower
Senior Attorney

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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
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To: jgower@mskwlaw.com

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Jon,

Be honest, have you actually looked at the specific timeline and the supporting documents? You might want to.

This is a complex case, and as the saying goes, the "fraud is in the details." The sequence of events—specifically Argonaut's decision to close the file while fully aware of the broken hardware and the lack of a P&S report—speaks for itself.

I'm still waiting for an offer that reflects the reality of these violations.

Respectfully,

Rick Hollifield

On Fri, Mar 27, 2026 at 8:12 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

The contract is irrelevant. I am talking about Argonaut's contempt of Court on a OSA pending a P&S Report from the doctor, by taking an illegal credit to avoid paying for my medical emergency. That is text book bad-faith, something Argonaut has a history of doing. I'm asking for what I am entitled to, and not a penny less.

1. Termination of Benefits Before P&S

Under California law, a claims administrator cannot unilaterally terminate medical treatment or disability benefits without sufficient medical evidence, typically a **Permanent and Stationary**

(P&S) report.

- **Labor Code § 4600:** This section mandates that the employer/carrier provide all medical treatment reasonably required to cure or relieve the effects of the injury. I argue that Argonaut failed this duty by stopping benefits while I was still medically unstable.
- **Patterson v. The Oaks Farm:** This case establishes that a carrier cannot unilaterally stop authorized treatment without a documented "change in circumstance". I have noted that my condition—a broken surgical plate—required *more* care, not less, making the termination a direct violation.
- **Evidence of Knowledge:** Nurse Case Manager (NCM) Progress Reports #36 and #37 allegedly show that the NCM and Claims Examiner were aware that no P&S report existed and that a 12/09/1998 exam was scheduled to determine your status. Despite this, the file was ordered "closed" on 12/01/1998.

2. Penalties, Sanctions, and Costs

If a carrier unreasonably delays or refuses benefits, several sections of the Labor Code provide for penalties:

- **Labor Code § 5814:** This is the primary statute for penalties. It allows for an increase in the award (up to 25% or $10,000, whichever is less) if the payment of compensation has been unreasonably delayed or refused.
- **Labor Code § 5814.5:** Provides for the award of reasonable attorneys' fees when the payment of compensation has been unreasonably delayed or refused by a self-insured public entity or certain carriers.
- **WCAB Rule 10555 & Good Faith:** I argue that "starvation tactics" used to force a settlement constitute a breach of the duty to act in good faith.

3. The Broken Plate and Unauthorized Treatment

Argonaut was aware of the **broken surgical plate** and my need for further surgery but chose to close the file regardless.

- **Kerley v. WCAB:** I referenced this case to argue that once I can prove surgery was requested and not authorized, the burden shifts to Argonaut to prove the delay was "reasonable".
- **Credit Disputes (LC § 3861):** You maintain that the $128,910.35 credit was based solely on my receipt of the civil settlement. However, I contend the credit is invalid because it relied on an illegal initial termination of benefits and an unapproved, improperly witnessed contract.

Today, March 27, 2026, the 14-day deadline for Argonaut to make an offer. Since you stated you currently lack the authority to make an offer, my next step is:

- **Filing the Declaration of Readiness to Proceed (DOR):** This will request a Mandatory Settlement Conference to address this open and unresolved case dispute. Penalties and Sanctions can get expensive with 27 years interest.

  I did my due diligence in good-faith.

  Respectfully,

  BULL DUNG & HAGGLE
  Rick Hollifield
  bulldunghaggle.com

On Fri, Mar 27, 2026 at 7:14 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Can you please provide me with a copy of the civil settlement? And again, the documentation of your treatment costs.
>
> If you accepted the $128k check, it may be difficult to now argue, 25+ years later, that the settlement was invalid. And the Credit was based solely on your receipt of that $128k check. And neither the civil settlement nor the credit were ever appealed. By my understanding, the only way to get out of the credit, since it wasn't appealed, would be to prove fraud in the procurement of the credit. The argument that you were strong-armed into the civil settlement by premature termination of benefits would not amount to fraud. The argument that your civil settlement was somehow invalid would not be relevant in the WC context, as long as you received and did not return the $128k settlement check, the basis for the credit.
>
> I'm not sure exactly what you are seeking from Argonaut. Pending further investigation, I do not have authority to make any offer at this time. You certainly have the right to file a DOR. You can also speak with the Information and Assistance office. These are state employees who provide information and assistance to injured workers who do not have legal representation (free of charge, of course). I can see that you have familiarized yourself with WC law, but the I&A officers are another resource. They may disagree with me! I am just giving you Argonaut's position and/or my analysis of the facts and law, as Argonaut's attorney. You obviously don't have to listen to me.
>
> If you are seeking anything outside of the workers' comp system, i.e. seeking some sort of a civil lawsuit against Argonaut (though I have no idea what the basis for departing the

WC system would be) I do not and would not represent Argonaut for that.

Jon Gower
Senior Attorney

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To: jgower@mskwlaw.com

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To clarify my previous email: I am indeed in possession of the contract documents. My point is that these documents are legally invalid.

Specifically, the execution of the "all-in-one" settlement and the Third-Party C&R on November 3rd, lacks the required two disinterested persons to witness the signatures nor a notary signature for Michael Nolan. The settlement contract in the civil suit was not notarized or witnessed by two disinterested persons either. Because the contract was not properly executed or witnessed, it is unenforceable and cannot serve as the legal basis for the credit Argonaut is asserting.

Since the C&R was suspended pending a Permanent and Stationary (P&S) report, taking a credit against benefits from an unapproved contract is a violation of Labor Code § 3861 and WCAB Rule 10555.

The Violation: Unilaterally stopping authorized treatment without a "change in circumstance" violates Patterson v. The Oaks Farm and Labor Code § 4600.

Relevance: The initial termination was illegal, the subsequent credit—which relied on that termination—is also fruit of a poisonous tree.

As a reminder, I gave Clearbrook Group Holdings Inc. (f/k/a Argo Group International Holdings, Inc.) (f/k/a Argonaut Insurance Company) 14 days to make an offer. Today is the 14th day. If they do not make a serious offer to settle this unresolved claim, I am moving forward. I will be filing the Declaration of Readiness to Proceed (DOR), to request a Mandatory Settlement Conference.

Respectfully,

Rick Hollifield

On Thu, Mar 26, 2026 at 12:48 PM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> It was executed on Nov 3rd (All-in-one). Speaking on the civil case and the Third-Party C&R
> I would like to see where Michael Nolan signed it. Because looking at the last page it looks to me like an invalid contract considering the fact the contract wasn't witnessed by 2 disinterested witnesses nor the notary.
>
> On Thu, Mar 26, 2026 at 12:37 PM Jon Gower <jgower@mskwlaw.com> wrote:
>
>> Thank you, Mr. Hollifield. Do you not have a copy of the civil settlement? And do you not know the date that it was executed?
>>
>> Thanks,
>>
>> Jon Gower
>> Senior Attorney
>>
>> MSKW
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From: Bull Dung & Haggle <bulldunghaggle@gmail.com>
Date: Thu, 03/26/2026 08:12 AM
Subject: Re: Rick Hollifield v. Kvaas Construction Company
To: jgower@mskwlaw.com

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Here is Doris Harrah's dictation

On Thu, Mar 26, 2026 at 10:42 AM Bull Dung & Haggle <bulldunghaggle@gmail.com> wrote:

> Subject: Re: Rick Hollifield v. Kvaas Construction Company / MWWD / Argonaut
> and
> Rick Hollifield v. Oslen Steel (Argonaut)
>
> Dear Mr. Gower,
>
> I want to address the specific circumstances under which my benefits were terminated.
>
> To answer your question regarding the timing: the civil settlement was reached at the exact same time that Argonaut was in unilateral control of my benefits.
>
> The civil settlement was reached at the same time Argonaut was in control of my benefits. [cite: 1] I was led to believe I was P&S by the doctor simply because my benefits were stopped. [cite: 1] In reality, Argonaut used their control over my medical treatment as leverage to force the "all-in-one" settlement with Olsen Steel.
>
> Please refer to Exhibit G, which confirms that Argonaut insured Olsen Steel as part of an Owner Controlled Insurance Program (OCIP). This represents a clear conflict of interest, as Argonaut managed both the civil defense and my workers' compensation benefits simultaneously.
>
> If Argonaut cannot prove that a formal P&S report was legally served at that time, their assertion of a credit under LC 3861 is invalid for lack of due process, especially given the standards set in Patterson v. The Oaks Farm. [cite: 1]
>
> I contend that by cutting off my benefits while I was still medically unstable and before a P&S report was ever issued, they created the financial pressure that forced me into that settlement.
>
> Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.
>
> I contend that these actions violated the following:
>
> 1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
> 2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
> 3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
> 4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.
>
> The Order of Credit is built upon these underlying

violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Further to my previous points regarding the lack of medical evidence for terminating benefits, I want to direct your attention to the specific Nurse Case Manager (NCM) Progress Reports within Exhibit I, which prove that both the NCM and the Claims Examiner were fully aware that no P&S report existed.

Progress Report #36: In this report, Doris Harrah notes that she was still attempting to coordinate with Dr. Braun's office and acknowledges that a P&S determination had not yet been made.

Progress Report #37: This is perhaps the most critical document. In the "Recommendations" section, Doris Harrah explicitly recommends attending my scheduled 12/09/1998 visit with Dr. Braun specifically "to determine restrictions, future medical care, and disability (P&S)." She further notes that she left a voicemail for Dianna Cumpian informing her that the P&S appointment had not yet occurred.

Despite these explicit recommendations from the NCM to wait for the 12/09/1998 medical evaluation, Dianna Cumpian ignored the medical process and ordered the NCM to "close the file" on 12/01/1998—one week before the scheduled exam.

This proves that the "10/16/1998 P&S" claim was a pretext. As the subsequent 12/09/1998 report from Dr. Braun confirmed, I was not P&S; I had a broken surgical plate and required further surgery. Argonaut chose to "close the file" to force a settlement, knowingly disregarding the fact that the medical evidence required by Labor Code § 4600 was missing.

I believe these reports (36 and 37) clearly demonstrate that the termination of benefits was handled in bad faith. I also have the handwritten notes from Doris Harrah. In her notes she states Dr Braun was planning on making me P&S in November.

Respectfully, Rick Hollifield

On Wed, Mar 25, 2026 at 9:20 PM Jon Gower <jgower@mskwlaw.com> wrote:

> Mr. Hollifield, do you have a copy of your civil settlement that you can send to me? When was that settlement entered into? Are you saying that you settled your civil lawsuit because your WC benefits were terminated?
>
> As for the termination of your temporary disability benefits, I will look into that further. I see that the Nurse Case Manager report dated 10/16/1998 that Dr. Braun's office communicated to her that you were P&S.
>
> As for the termination of your medical treatment benefits, per the documents that you provided, it appears that you continued treating under your WC claim with Dr. Braun into December of 1998, after your civil case settled and you received the $128k. While it is true that the WC carrier can't ordinarily terminate medical benefits without a treating doctor releasing an injured worker from care, LC 3861 presents an exception, allowing the carrier to apply the credit to all benefits, including medical treatment. A carrier can also unilaterally take the credit prior to receiving an Order of credit if the carrier's future liability is less than the amount of the injured worker's recovery from the civil settlement, such that continued provision of benefits would be "financially foolhardy." See SCIF v. WCAB (Brown) 47 CCC 358. In this case, you received $128k from the civil settlement, which was likely far higher than any remaining liability that Argonaut may have had on your WC claim. So even prior to the Order of Credit, it was most likely appropriate to assert the credit against your civil settlement.
>
> Again, the Petition for Credit and Order for Credit was based on one thing only: the fact that you received a $128k settlement in the related civil lawsuit. That is the only fact that the Judge needed in order to Order the Credit. The Order of Credit was also never appealed.
>
> I will look forward to the documentation of your out of pocket costs, and hopefully a copy of your civil settlement documents.
>
> Thanks,
>
> Jon Gower

Senior Attorney

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Dear Mr. Gower,

Further to my previous points, I want to address the specific circumstances under which my benefits were terminated.
Argonaut stopped my benefits prematurely without a Permanent and Stationary (P&S) report. This action forced a settlement discussion before I was medically stable. I was never P&S at that time, and I would not have signed any documents had my benefits not been unilaterally cut off.

I contend that these actions violated the following:

1. Labor Code § 4600: Argonaut failed in its mandatory duty to provide all medical treatment reasonably required to cure or relieve the effects of the injury.
2. Violation of Patterson v. The Oaks Farm: The carrier is prohibited from unilaterally terminating authorized medical treatment without a documented "change in circumstance." Stopping benefits while I was still receiving authorized care—and without a P&S report—is a direct violation of this legal standard.
3. WCAB Rule 10555 & Good Faith: Using financial "starvation tactics" to force a settlement constitutes a breach of the duty to act in good faith and avoid unreasonable delays or refusals of benefits.
4. Labor Code § 5814: The unreasonable delay and stoppage of compensation without medical evidence entitles the applicant to penalties.

The Order of Credit is built upon these underlying violations. I believe these facts are critical to evaluating the validity of Argonaut's position.

Regarding your request for documentation, I am currently gathering the records for out-of-pocket medical expenses incurred since the termination of benefits.

I look forward to resolving these discrepancies.

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29K