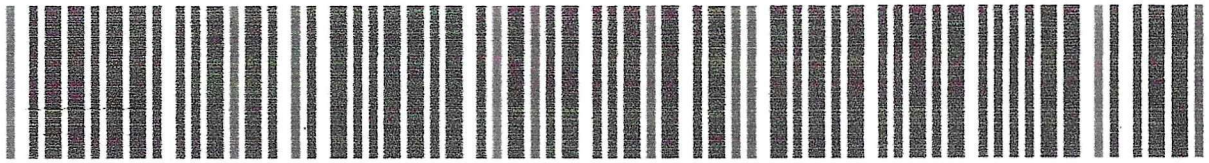
STATE OF CALIFORNIA
DWC DISTRICT OFFICE

DOCUMENT COVER SHEET



Is this a new case? Yes ☐ No ☒ Companion Cases Exist ☒ Walkthrough Yes ☐ No ☐

More than 15 Companion Cases ☐

Date:(MM/DD/YYYY)

SSN: XXX-XX-7414

☐ Specific Injury

ADJ2940450
Case Number 1

☐ Cumulative Injury

08/28/1996
(Start Date: MM/DD/YYYY)

PRESENT
(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: 300

Body Part 2: 320

Body Part 3: 340

Body Part 4: 842

Other Body Parts: 840 & 500

Please check unit to be filed on (check only one box)

☒ ADJ ☐ DEU ☐ SIF ☐ UEF ☐ SAU ☐ INT ☐ RSU

Companion Cases

☒ Specific Injury

EC015235
Case Number 2

☐ Cumulative Injury

08/28/1996
(Start Date: MM/DD/YYYY)

11/17/1998
(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: 300

Body Part 2: 340

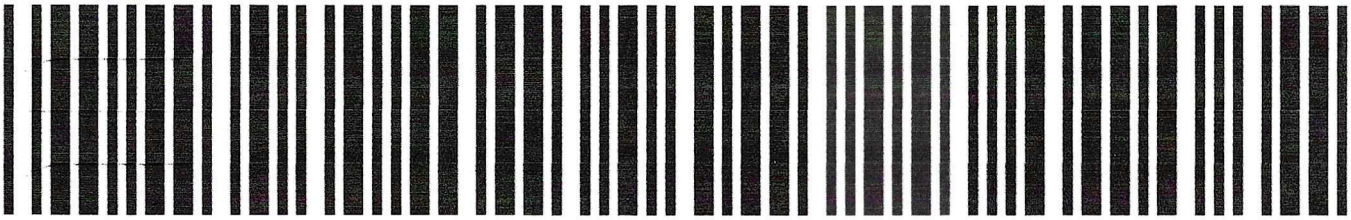
Body Part 3: 840

Body Part 4: 842

Other Body Parts: 500

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Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: PETITION TO VACATE AND SET ASIDE ORDER GRANTING CREDIT

Document Date: 08/15/2026
MM/DD/YYYY

Author: RICK HOLLIFIELD

Office Use Only

Received Date: _____
MM/DD/YYYY

RICK HOLLIFIELD
[redacted]
RICK HOLLIFIELD, IN PRO PER

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA - SAN DIEGO

RICK HOLLIFIELD Plaintiff VS. KVAAS CONSTRUCTION COMPANY, MWWD, ARGONAUT INSURANCE COMPANY Defendant(s).	Case No: **ADJ 2940450** PETITION TO VACATE AND SET ASIDE ORDER GRANTING CREDIT DATE: AUGUST 25,2026 TIME: 1:30 P.M. DEPT: NEIL GILMOR

I. INTRODUCTION

Comes now Applicant, Rick Hollifield, In Pro Per, and respectfully petitions this Board within these active, ongoing proceedings to vacate and set aside ab initio the Order Civil Procedure § 473(d), and the equitable doctrine of extrinsic fraud.

II. STATEMENT OF FACTS

1. On December 8, 1998, Workers' Compensation Judge Keith F. Dietterle issued a binding judicial Order Suspending Action on a proposed Third-Party Compromise & Release (C&R), explicitly freezing all settlement proceedings pending submission of official Permanent and Stationary (P&S) medical reports and lien resolutions (Exhibit 4).
2. In direct defiance and subversion of that active judicial Order, Defendant Argonaut Insurance Company filed a verified Petition for Credit on December 30, 1998, under penalty of perjury (Exhibit 8).

3. In doing so, Defendant intentionally concealed critical, active medical facts known to them—specifically that Applicant had suffered an acute hardware failure (a broken wrist plate), documented nonunion, and required immediate reconstructive surgery as diagnosed by treating physician Dr. Richard Braun on December 9, 1998 (Exhibits 5, 6).
4. By concealing these facts and fabricating a static medical status, Defendant deceived the Board into issuing the January 28, 1999 Order Granting Credit under the false pretense that Applicant was Permanent and Stationary (P&S).
5. Furthermore, Defendant committed severe structural fraud by asserting a third-party credit claim under an Owner-Controlled Insurance Program (OCIP) / Project Wrap-Up Policy, where the project owner City of San Diego (MWWD), general contractor (Kvaas Construction), and subcontractors shared unified coverage, eliminating true third-party subrogation rights and creating an impermissible conflict of interest.

III. GROUNDS FOR PETITION

Applicant requests that the January 28, 1999 Order Granting Credit be Vacated and Set Aside based upon the following distinct legal grounds:

1. Extrinsic Fraud and Continuing Jurisdiction to Vacate (Ab Initio):
Under Labor Code § 5803, the Appeals Board possesses broad continuing jurisdiction to set aside, amend, or vacate any prior order upon a showing of good cause (Johnson v. Workers' Comp. Appeals Bd. (1970) 2 Cal.3d 964, 975; Smith v. Workers' Comp. Appeals Bd. (1985) 168 Cal.App.3d 1160, 1170; Code Civ. Proc., § 473(d)). An order or judgment procured through the fraudulent concealment of material facts is void ab initio and subject to equitable rescission without time limitation (Brunski v. Industrial Acc. Com. (1928) 203 Cal. 761; Kulchar v. Kulchar (1969) 1 Cal.3d 467). Defendant executed a verified petition under penalty of perjury actively suppressing Dr. Braun's December 9, 1998

surgical diagnosis, breaching its mandatory duty of candor under Rule of Professional Conduct 3.3, Business & Professions Code § 6068(d).

2. Timeliness and Continuing Jurisdiction Over Active Claim:

Because this claim has remained active, unadjudicated, and open, the five-year limitation period under Labor Code § 5804 for altering closed awards has never been triggered. Defendant's own internal Chronological Record Report (Exhibit 16) contains repeated internal admissions spanning into 2026, confirming that this claim was never formally closed or resolved under the wrap-up program. The Board retains full continuing jurisdiction under Labor Code § 5803 to vacate a tainted interlocutory order at any time while the underlying case remains active.

3. Violation and Direct Subversion of Judicial Order Suspending Action:

Defendant's ex parte bypass of WCJ Dietterle's December 8, 1998 Order Suspending Action constitutes direct defiance of a judicial mandate, rendering: all subsequent proceedings and orders void for lack of procedural due process.

4. Illegal Pre-Order Self-Help Credit and Continuing Benefit Obligations:

Third-party credit under Labor Code § 3861 is not self-executing and requires a formal, legally unencumbered order or approved compromise (Associated Construction & Engineering Co. v. WCAB (1978) 22 Cal.3d 829). Defendant's unilateral termination of Temporary Total Disability (TTD) and medical benefits on October 2nd, to January 28, 1999, prior to judicial allowance, constituted illegal "self-help," violating LC § 3600 and LC § 4650, which establishes an unreasonable delay and refusal of compensation warranting statutory penalties under Labor Code § 5814. Defendant remains obligated for back TTD from October 2, 1998 through January 4, 2001, alongside self-procured medical care under Labor Code § 4600.

5. Written Party Admissions of No P&S Report and Bad Faith (Evid. Code § 1220):

Record Report (Exhibit 16) establish actual knowledge that no P&S report existed. Claims examiner Dianna Cumpian explicitly admitted in writing on October 27, 2000: "Since the treating doctor did not issue a permanent and stationary report, the workers' compensation judge would not approve the 3rd party Compromise & Release" (Exhibit 16 [Pg. 4, Lines 24-40]).

6. OCIP/Wrap-Up Policy Conflict of Interest and Impermissible Credit:
The underlying construction project was governed by an Owner-Controlled Insurance Program (OCIP). Under California wrap-up rules, the owner, general contractor (Kvaas), and subcontractors are co-insureds under a unified policy. Defendant Argonaut could not lawfully claim a Labor Code § 3861 third-party credit against its own wrap-up umbrella without perpetrating a double-recovery fraud and violating basic subrogation principles.
7. Contempt and Bad-Faith Litigation Sanctions (LC § 5813 & 8 CCR § 10421):
Filing a sworn petition containing known material misrepresentations while actively defying a court stay constitutes bad-faith litigation tactics, warranting full statutory sanctions, attorney's fees, and contempt references under Labor Code § 132.
8. Unreasonable Delay and Refusal of Benefits (Labor Code § 5814):
Defendant's unilateral termination of Temporary Total Disability (TTD) and statutory medical benefits prior to securing a valid credit order—while concealing active medical nonunion and hardware failure—constitutes an unreasonable delay and refusal of compensation. Applicant is entitled to maximum statutory penalties under Labor Code § 5814 on all delayed indemnity and self-procured medical benefits.

IV. PRAYER FOR RELIEF

Wherefore, Applicant respectfully prays that this Board:

1. Vacate and set aside ab initio the Order Granting Credit dated January 28, 1999;
2. Find that Defendant Argonaut Insurance Company committed extrinsic fraud

upon this tribunal;

3. Award Applicant Temporary Total Disability (TTD) indemnity from October 2, 1998 through January 4, 2001, plus statutory interest under Labor Code § 5800;
4. Order Defendant to fully reimburse Applicant for all self-procured medical treatment and surgical expenses under Labor Code § 4600;
5. Impose sanctions against Defendant pursuant to Labor Code § 5813 and 8 CCR § 10421; and
6. Grant such other and further relief as the Board deems just and proper.

Dated: August 15, 2026

Respectfully submitted,

Rick Hollifield, Applicant In Pro Per

VERIFICATION

I, Rick Hollifield, declare under penalty of perjury under the laws of the State of California that I am the Applicant in the above-entitled action; that I have read the foregoing Petition to Vacate and Set Aside Order Granting Credit and know the contents thereof; and that the same is true of my own knowledge.

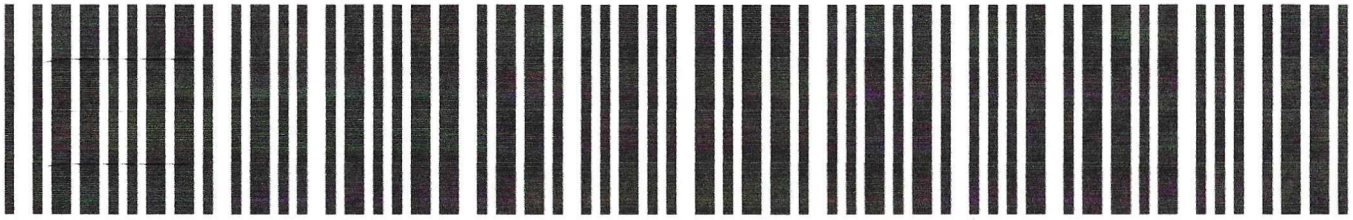
Executed on August 15, 2026, at Jacksonville, North Carolina.

Respectfully submitted,

Rick Hollifield, Applicant, in Pro Per

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Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: MEMORANDUM OF POINTS & AUTHORITIES

Document Date: 08/15/2026
MM/DD/YYYY

Author: RICK HOLLIFIELD

Office Use Only

Received Date: _____
MM/DD/YYYY

RICK HOLLIFIELD
[redacted]
RICK HOLLIFIELD, IN PRO PER

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA - SAN DIEGO

RICK HOLLIFIELD Plaintiff VS. KVAAS CONSTRUCTION COMPANY, MWWD, ARGONAUT INSURANCE COMPANY Defendant(s).	Case No: ADJ 2940450 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PETITION TO VACATE ORDER OF CREDIT DATE: AUGUST 25,2026 TIME: 1:30 P.M. DEPT: NEIL GILMOR

I. INTRODUCTION

Applicant Rick Hollifield, respectfully submits this Memorandum of Points and Authorities in support of his Petition to Vacate and Set Aside ab initio the January 28, 1999 Order Granting Credit, pursuant to Labor Code § 5803, Code of Civil Procedure § 473(d), and the equitable doctrine of extrinsic fraud.

1. Subversion of Judicial Stay: This matter addresses a severe breach of the duty of candor and a direct subversion of a judicial order. On December 8, 1998, Workers' Compensation Judge Keith F. Dietterle issued an Order Suspending Action freezing all settlement proceedings pending the submission . of official Permanent & Stationary (P&S) reports and lien resolutions. In direct defiance of that freeze, Defendant Argonaut Insurance Company filed a verified Petition for Credit on December 30, 1998
2. Defiance and Misrepresentation: Defendant intentionally concealed that

Applicant had suffered an acute hardware failure (a broken wrist plate) and nonunion requiring reconstructive surgery, as diagnosed by treating physician Dr. Richard Braun on December 9, 1998. Because this order was procured through extrinsic fraud and material omissions while the underlying claim remained active, Applicant moves to set aside the credit order, enforce statutory indemnity from October 2, 1998, through January 4, 2001, order medical reimbursement, and issue sanctions.

II. LEGAL ARGUMENT

1. Standard of Review and Continuing Jurisdiction Over An Active Claim

1. Statutory Authority and WCAB Jurisdiction (§ 5803): The Workers' Compensation Appeals Board (WCAB) possesses broad continuing jurisdiction under Labor Code § 5803 to rescind, alter, amend, or vacate its orders, decisions, or awards upon a proper showing of good cause (Johnson v. Workers' Comp. Appeals Bd. (1970) 2 Cal.3d 964, 975; Smith v. Workers' Comp. Appeals Bd. (1985) 168 Cal.App.3d 1160, 1170; Code Civ. Proc., § 473 (d); Code Civ. Proc., § 473(d). Workers' Compensation Appeals Board Rules of Practice and Procedure, Rule 10452 requires that a petition invoking this jurisdiction state specifically and in detail the facts relied upon as good cause.
2. Non-Application of the 5-Year Bar (Labor Code § 5804): As an initial procedural matter, because this claim has remained active, unadjudicated, and open, the five-year limitation period under Labor Code § 5804 for altering closed awards has never been triggered. Defendant's own internal Chronological Record Report (Exhibit 16) contains repeated internal admissions dated April 18, 2000, October 27, 2000, September 18, 2025, and February 27, 2026, confirming that the claim remained open, active, and unresolved. The Board retains full continuing jurisdiction under § 5803 to correct a tainted interlocutory order at any time while the underlying case remains open.
3. Violation of Mandatory Duty of Candor: Furthermore, the duty of candor to the

tribunal is strictly mandated by California Rules of Professional Conduct, Rule 3.3, Business and Professions Code § 6068(d). Where an order is secured through a verified petition that actively suppresses material, shifting medical facts and ongoing judicial stays, those facts constitute a profound violation of the duty of candor and demand that the Board exercise its equitable jurisdiction to vacate the tainted order.

2. Extrinsic Fraud and Perjury Void the 1999 Order ab initio

1. Legal Standard for Voiding Orders Obtained by Concealment: Good cause under Labor Code § 5803 includes an order issued in ignorance of material facts, a mistake of law or fact, or an order procured via fraud. It is well-established California law that an order or judgment procured through the fraudulent concealment of material facts is void ab initio and subject to equitable rescission without time limitation (Brunski v. Industrial Acc. Com. (1928) 203 Cal. 761; Kulchar v. Kulchar (1969) 1 Cal.3d 467).

3. Violation and Direct Subversion of Judicial Order Suspending Action

1. Unlawful Bypass of Judicial Order Suspending Action: On December 8, 1998, WCJ Dietterle issued an explicit judicial Order Suspending Action (OSA) on the proposed Compromise and Release (Exhibit 4). This order legally froze all settlement and ancillary credit proceedings pending the actual generation and submission of formal P&S reports.

2. Denial of Due Process Rendered Order Void: Defendant's ex parte bypass of this judicial freeze on December 30, 1998, constitutes direct defiance of a judicial mandate. Because Defendant sought a credit order on a record they knew was legally frozen and incomplete, the resulting January 28, 1999 order

was issued in violation of procedural due process and is void.

4. Termination of Benefits Constituted Illegal "Self-Help"

    1. Credit Is Not Self-Executing: Third-party credit under Labor Code § 3861 is not self-executing. It requires a formal, legally unencumbered order or an approved compromise before an insurance carrier can stop paying an injured worker (Associated Construction & Engineering Co. v. WCAB (1978) 22 Cal.3d 829).
    2. Mandatory Restoration of Back TTD and Medical Care: Defendant's unilateral termination of Temporary Total Disability (TTD) and medical care in October 1998, prior to any judicial allowance, constituted illegal "self-help" in direct violation of Labor Code §§ 3600 and 4650. Because the credit order was built on an illegal benefit stoppage and maintained through the suppression of Dr. Braun's findings, Defendant remains strictly obligated for back TTD from October 2, 1998, through January 4, 2001, alongside full reimbursement for self-procured medical treatment under Labor Code § 4600.

5. Written Party Admission Proves Actual Knowledge and Bad-Faith

    1. Admissibility of Defendant's Business Records (Evid. Code § 1220): Pursuant to California Evidence Code § 1220, Defendant's own business records constitute binding party admissions. CorVel progress reports (Exhibits 9–12) and Argonaut's internal Chronological Record Report (Exhibit 16) establish that Defendant possessed actual knowledge that no written P&S report existed to support their termination of benefits.
    2. Conclusive Written Admission by Claims Examiner: Specifically, claims examiner Cumpian explicitly admitted in writing on October 27, 2000:

"Since the treating doctor did not issue a permanent & stationary report, the workers' compensation judge would not approve the 3rd party Compromise & Release" (Exhibit 16 [Pg. 4, Lines 24–40]). This admission conclusively proves that Defendant knew the record was legally unready for adjudication, yet they pushed forward with their petition for credit by hiding this reality from the judge.

6. Impermissible Credit Under the San Diego MWWD OCIP Wrap-Up Policy
    1. Co-Insured Status Under Unified Policy: The underlying construction project at Kvaas Construction Co. was governed by an Owner-Controlled Insurance Program (OCIP) established by the City of San Diego / Metropolitan Waste Water Department (MWWD). Under California wrap-up insurance regulations, the project owner, general contractor, and subcontractors operate as co-insureds under a unified umbrella policy.
    2. Legal Elimination of Third-Party Subrogation: Because all parties shared unified coverage under the wrap-up program, true third-party subrogation rights were legally eliminated. Defendant Argonaut Insurance Company could not lawfully claim a Labor Code § 3861 third-party credit against its own wrap-up umbrella. Attempting to do so constitutes an impermissible conflict of interest and an attempt to secure a double-recovery credit fraud.
7. Defendant's Unlawful Cutoff of Benefits Constitutes an Unreasonable Delay Warranting Penalties Under Labor Code § 5814
    1. Statutory Mandate for Penalties: Under Labor Code § 5814, when payment of compensation has been unreasonably delayed or refused, either prior to or subsequent to the issuance of an award, the amount of the payment

unreasonably delayed or refused shall be increased by up to 25 percent or up to $10,000, whichever is less.

8. Unreasonable Refusal Based on Concealed Records: Defendant's intentional "self-help" termination of TTD indemnity and medical authorization in October/December 1998—executed while actively suppressing Dr. Braun's December 9, 1998 surgical diagnosis and defying WCJ Dietterle's stay order—has no genuine legal or medical doubt basis (Kerley v. Workmen's Comp. App. Bd. (1971) 4 Cal.3d 223). Defendant's bad-faith benefit cutoff constitutes an unreasonable refusal of benefits, entitling Applicant to full statutory penalties under Labor Code § 5814 across all past-due TTD and self-procured medical expenses.

III. CONCLUSION

Wherefore, Applicant respectfully requests that the Order Granting Credit dated January 28, 1999 be vacated ab initio, that statutory medical and back TTD benefits from October 2, 1998 through January 4, 2001 be fully restored, and that statutory sanctions be imposed under Labor Code § 5813.

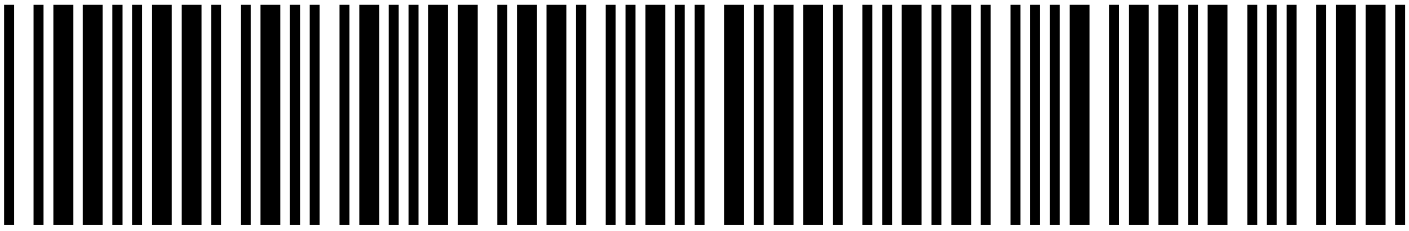
Dated: August 15, 2026,

Respectfully submitted,

RICK HOLLIFIELD, Applicant In Pro Per

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Product Delivery Unit: ADJ

Document Type: LEGAL

Document Title: PROOF OF SERVICE

Document Date: 08/18/2026
MM/DD/YYYY

Author: RICK HOLLIFIELD

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Received Date: _____
MM/DD/YYYY

Case No: ADJ2940450
Legacy No: SDO0222978

EXHIBIT LIST

Documented Evidence supporting request for Petition to Set Aside and Vacate Order of Credit.

Exhibit 1: Dr. Braun's Communication Sheet (10/05/1998)

Exhibit 2: Form DWC 500-A Benefit Termination Notice (10/06/1998)

Exhibit 3: Proposed (unapproved) Third-Party Compromise & Release (11/03/1998)

Exhibit 4: WCAB Order Suspending Action on C&R (12/08/1998)

Exhibit 5: Dr. Braun's (Post - OSA) Communication Sheet — Broken Plate (12/09/1998)

Exhibit 6: Dr. Braun requests for urgent medical authorization (12/09/1998 - 12/23/1998)

Exhibit 7: Dianna Cumpian Internal Claims Memorandum (04/18/2000).

Exhibit 8: Defense Petition for Credit & Sworn Verification (12/18/1998 / Filed 12/30/1998)

Exhibit 9: Corvel Case Manager, Doris Harrah, Progress Reports #35 (10/16/1998)

Exhibit 10: Corvel Case Manager, Doris Harrah, Progress Report: #36 (11/06/1998)

,Exhibit 11: Corvel Case Manager, Doris Harrah, Progress Report: #37 (11/24/1998)

Exhibit 12: Corvel Case Manager, Doris Harrah, Closing Report (12/03/1998)

Exhibit 13: Dr. Reid Abrams, Chief Hand Surgeon, UCSD Surgical Records (03/11/1999)

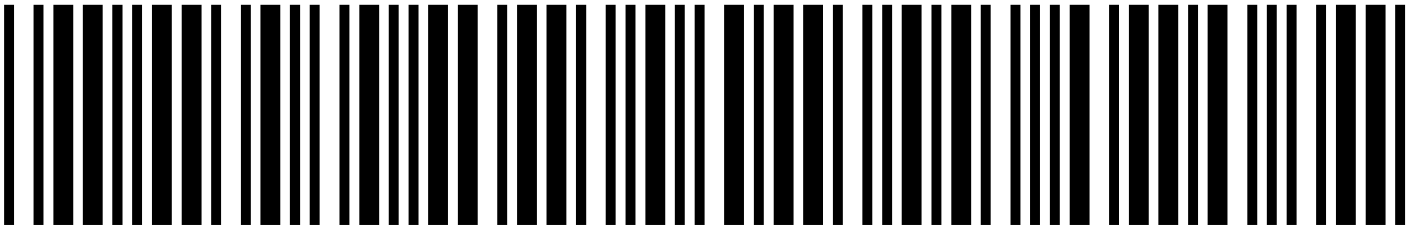
Exhibit 14: Dr. Reid Abrams Letter explaining my injuries (05/17/1999)

Exhibit 15: Dr. Reid Abrams Disability Certification (01/04/2001) P&S via Vocational Rehab

Exhibit 16: Argo Group Chronological Record Report (Dated 08/28/1996 – 03/16/2026)

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Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

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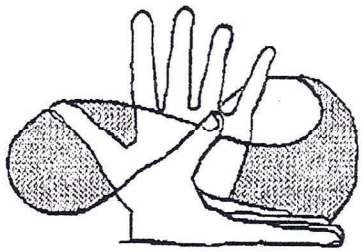
Document Date: 10/05/1998
MM/DD/YYYY

Author: DR. RICHARD BRAUN

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Received Date:
MM/DD/YYYY

COMMUNICATION SHEET



Richard M. Braun M.D.
Dori J. Neill Cage M.D.
Gregory R. Mack M.D.

Orthopaedic Surgery • Surgery of the Hand

Acct #	: 7308	DR. REF:
Claim No.	: 62X103499	FAX:
Injured Employee	: HOLLIFIELD, RICK	ADJ: DIANA CUMPIAN
Employer	: KVAAS CONSTRUCTION	PHN: 657-0805
Date of Injury	: 08/28/96	FAX: 657-0819
Insurance	: ARGONAUT INSURANCE	NCM: DORRIS HARRAH, RN
	120 S. STATE COLLEGE #100	FAX: 268-7338
	BREA, CA 92621	ATY: DEAN A. GOETZ
		FAX: 481-2139
		Pt. Phone #: 442-1823

☐ Preliminary Report - Date _____
☑ Supplemental Report - Date 10/5/98
☐ Hillcrest ☐ THE HAND CENTER ☐ Reservoir Office

1. Present Diagnosis _____
   Visit Type: ☐ Post op ☐ Routine ☐ Treatment ☐ New Patient ☐ Other
2. Symptoms and Physical findings when patient seen pain in area along radial border of wrist - See below
3. Therapy none times a week for _____ weeks.

Items Pending: ☐ Authorization Requested

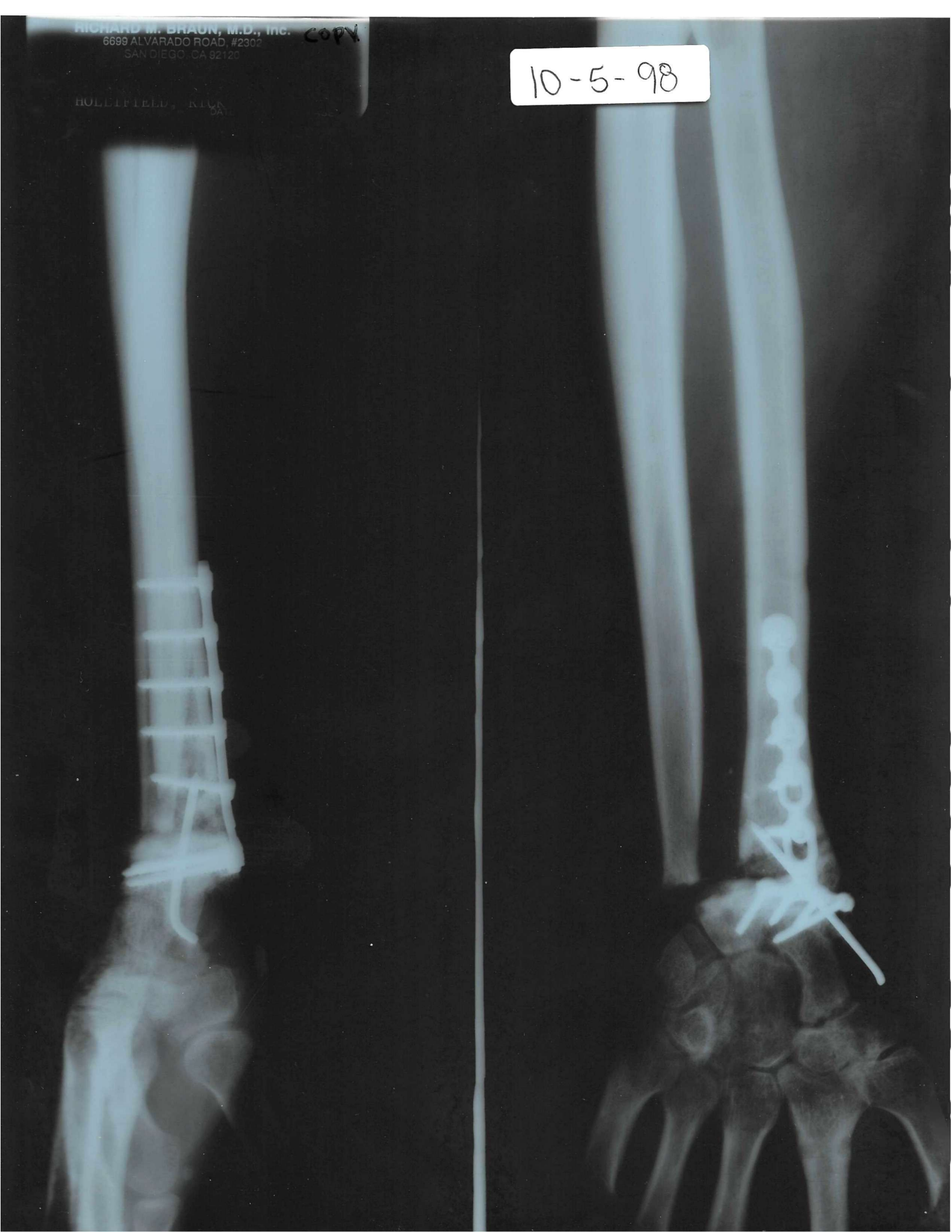
☐ Records	☐ Chem Panel	☐ CBC	☐ Rheum Panel
☐ CT Scans	☐ MRI ___	☐ Bone Scan	☐ Arthrogram
☐ EMG/NCV	☐ Xrays-Plan	☐ HAND CENTER Evaluation	

4. ☐ Temporarily disabled from _____ to _____
   ☑ Permanent and stationary as of 10/15/98 ☐ QIW/Rehab
   ☐ Returned to full duty on anticipated
   ☐ Returned to modified duty on _____ with the following restrictions:
   ___ No lifting more than ___ lbs.
   ___ No climbing: stairs, ladders
   ___ No work at shoulder level or above
   ___ No using R/L hand(s)
   ___ No bending, no stooping, no squatting, no kneeling
   ___ No grasping or gripping with R/L hand(s) repetitively
   ___ No sitting/standing greater than ___ min each hour in 8 hr
   ___ Limit working hours to ___ hours per day
   ___ Keyboarding/typing:
   (___) None
   (___) Limited to _____
   ___ Work in Splint(s) R/L Y N
5. Next appointment 2 days
6. Narrative dictated: ☐ No ☑ Yes ☐ Next Visit
7. Comments patient was ready for RTS assignment on OCT 2. but he complained of pain over wrist pin site. Therefore
8. Time spent: ☐ 15 min. ☐ 30 min. ☐ 45 min. ☐ 1 hr. ☐ other ___

Date 10/6/98 Signed RBraun M.D.

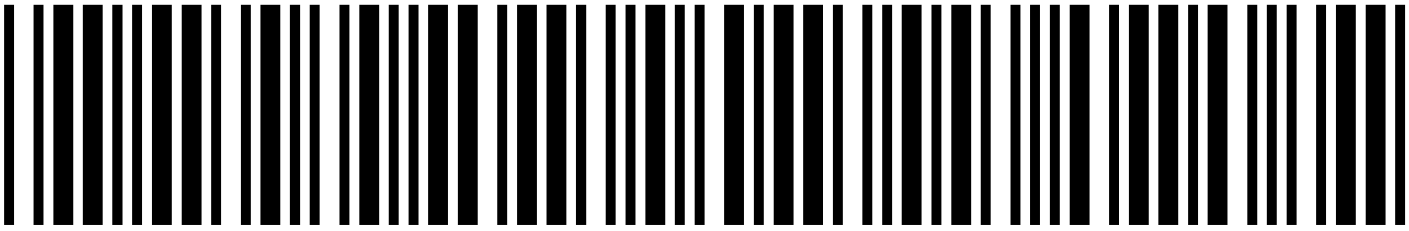
I'll continue his TTD for 2wks and will remove the pin as an office procedure later this week

Δ π EXHIBIT 9
Deponent _____
Laura Longarini
Date _____ Rptr 12389
WWW.DEPOBOOK.COM


RICHARD M. BRAUN, M.D., Inc.
6699 ALVARADO ROAD, #2302
SAN DIEGO, CA 92120
COPY
10-5-98

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Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: NOTICE REGARDING TEMPORARY DISABILITY BENEFITS (EXHIBIT 2)

Document Date: 10/06/1998
MM/DD/YYYY

Author: CLAIMS EXAMINER - DIANNA CUMPIAN

Office Use Only

Received Date: _____
MM/DD/YYYY

Date 10-6-198
Employee Rick A. Hollifield
Address 1042-A South Anza Street
City, State, Zip El Cajon, CA. 92020
Date of Injury 8-28-96

Claim Number 62x103499

Claims Administrator ARGONAUT INSURANCE COMPANY
Address 9191 TOWNE CENTRE DRIVE, SUITE 375
City, State, Zip SAN DIEGO, CA. 92122
Telephone Number 619-657-0805

Employer KAVVAS CONSTRUCTION CO., INC.

NOTICE REGARDING TEMPORARY DISABILITY BENEFITS

ARGONAUT INSURANCE COMPANY (Claims Administrator's Name) is handling your workers' compensation claim on behalf of KAVVAS CONSTRUCTION CO (Employer). This notice is to advise you of the status of **temporary disability** payments for your workers' compensation injury of 8-28-96
Only the items completed below concern your benefits at this time.

☐ Payments are ☐ beginning ☐ being resumed for temporary disability for the period from _____ through _____

The first payment is ☐ enclosed ☐ sent separately ☐ included in your paycheck. Your weekly compensation rate is $ _____ based on your earnings of $ _____ per week. You may receive less if you are earning partial wages. Payments will be sent to you every two weeks on _____ and will continue until you are able to return to work or your medical condition becomes permanent and stationary.

☐ Although liability for your workers' compensation injury has been accepted, I cannot pay you temporary disability benefits at this time because _____

_____

☒ Payments are ending because because are permanent and stationary and a qualified injured worker.

Benefits paid to you total $ 53,550.00 . Benefits were paid to you as: ☒ temporary total disability ☐ salary continuation ☐ temporary partial disability:

From 8-29-96 through 10-2-98 at $ 490.00 per week

From _____ through _____ at $ _____ per week

☐ Please see the attached for (additional) periods paid.

☐ Additionally, you have received 10% self-imposed increases totalling $ _____

☐ Included in this amount is an overpayment totalling $ _____ . We are asserting credit for the overpayment against _____

The State of California requires that you be given the following information: If you disagree with the decision, you may consult with a State Information and Assistance Officer at 1-800-736-7401 or call your local Information and Assistance Officer at _____ . You may also consult with and be represented by an attorney, and/or apply to have your case heard by the Workers' Compensation Appeals Board.

If you have questions, call me at 619-657-0805

Sincerely,

Dianna Cumpian Leg. Claims Examiner
Dianna Cumpian

Enc.: ☐ Benefits Pamphlet ☐ Explanation of salary continuation
☐ TD Fact Sheet ☐ Payment Record
☐ Employee Claim Form ☐ _____

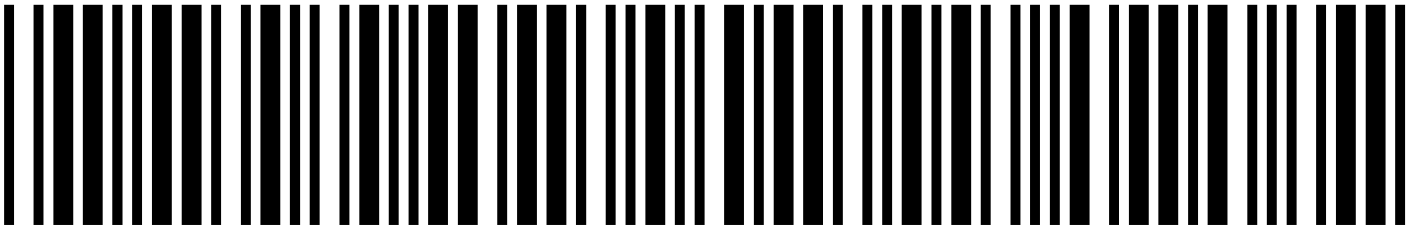
cc: ☒ Applicant's Attorney
KAVVAS Construction
file/jd

3/96
DWC-500A

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Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: THIRD PARTY COMPROMISE AND RELEASE - EXHIBIT (3)

Document Date: 11/03/1998
MM/DD/YYYY

Author: ARGONAUT CLAIMS EXAMINER - DIANNA CUMPIAN

Office Use Only

Received Date:
MM/DD/YYYY

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS
WORKERS' COMPENSATION APPEALS BOARD

(See Page 3 for Instructions)

THIRD PARTY
COMPROMISE AND RELEASE

CASE NO. SDO 00222978

SOCIAL SECURITY NO. [redacted]

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

1042-A SOUTH ANZA ST.
EL CAJON, CA 92020 — ADDRESS

KVAAS CONSTRUCTION CO./MWWD — CORRECT NAME OF EMPLOYER

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

ARGONAUT INSURANCE CO. — CORRECT NAME OF INSURANCE CARRIER

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

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

1. RICK A. HOLLIFIELD, born on 1/22/65

claims that he was employed on the 28TH day of AUGUST (MONTH) 1996 (YEAR) at SAN DIEGO, CA (CITY) (STATE)

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

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

he sustained an injury arising out of and in the course of his employment as follows: "WORKING ON LADDER SETTING CHANNEL; CHANNEL DROPPED AND THREW APPLICANT OFF LADDER."

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

3. The employee's present disability is IN DISPUTE (STATE PRESENT DISABILITY RESULTING FROM THE INJURY)

and the employee HAS NOT returned to work (IF SO, WHEN)

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

(b) Permanent disability indemnity has been paid to the employee in the sum of $ NONE covering period ..... to .....

5. Medical and hospital expenses have been paid $ NONE by the employee and $ 91,034.20 by the employer or carrier. Unpaid bills amount to $ UNKNOWN. Future medical and hospital expense is estimated at $ UNKNOWN

Unpaid and future medical and hospital expense is to be assumed as follows: ALL BY APPLICANT.

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

7. It is claimed that the injury to the employee was caused by the negligence of .....

..... An agreement has been reached for the settlement in full of the employee'

claim for personal injury against said alleged tort-feasor for the sum of $ 200,000.00

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

.....

.....

9. From said sum the employee's attorney requests a fee of $ ..... and $ ..... fc

expenses incurred [Note: attach supporting statements, e.g.: Court approval, agreement, services rendered, etc. — Se

Labor Code Section 3860(f)] leaving a balance of $ NONE to be divided between the employee and tl

..... as follow:
(CARRIER OR SELF-INSURED)

To employee (net) ..... $.....

To ARGONAUT INSURANCE CO. ..... $ NONE
(CARRIER OR SELF INSURED)

10. Reason for Compromise (includes issues that would be raised in event of proceedings under provisions of paragraph 13)

CREDIT/OFFSET BY NET RECOVERY FOR ALL COMPENSATION BENEFITS AS YET

UNPAID, INCLUDING MEDICAL, PRESENT AND FUTURE; AND PERMANENT DISABILITY.

.....

.....

11. The undersigned request that this Compromise Agreement and Release be approved.

12. Upon approval of this Compromise Agreement by the Workers' Compensation Appeals Board and payment in accord ance with the provisions hereof, said employee releases and forever discharges said employer and insurance carrier fro all claims and causes of action, whether now known or ascertained, or which may hereafter arise or develop as a result o said injury, including any and all liability of said employer and said insurance carrier and each of them to the dependents heirs, executors, representatives, administrators or assigns of said employee.

13. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the employee and that the W.C.A.B. may in its discretion set the matter for hearing as a regular application, reserving to the parties th right to put in issue any of the facts admitted herein, and that if hearing is held with this document used as an applicatio the defendants shall have available to them all defenses that were available as of the date of filing of this document, an that the W.C.A.B. may thereafter either approve said Compromise Agreement and Release or disapprove the same an issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

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

$ ..... for temporary disability covering the period ..... to ..... N.D.

$ ..... for accrued medical expense paid or incurred by the employee.

$ ..... for future medical care.

$ ..... for permanent disability.

NOT HEARD / DR BRAUN SAID I WAS.

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

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

Rick Hollifield

RICK A. HOLLIFIELD, APPLICANT

Dean Goetz

DEAN GOETZ, ATTORNEY FOR APPLICANT

MICHAEL E. JONES, ATTORNEY FOR DEFENDANT

WITNESSES
THE INJURED EMPLOYEE'S SIGNATURE MUST BE ATTESTED BY TWO DISINTERESTED PERSONS
OR
ACKNOWLEDGED BEFORE A NOTARY PUBLIC

STATE OF CALIFORNIA

..... County of San Diego ..... ss.

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

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

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

KIM MIRANDA
Commission # 1126594
Notary Public - California
San Diego County
My Comm. Expires Apr 1, 2001

Kim Miranda

Notary Public in and for said County and State of California

INSTRUCTIONS

1. If the injured employee be under 18 years of age and a guardian ad litem has not been previously appointed, a petition for appointment of guardian ad litem and trustee must accompany this agreement.

2. The guardian must sign this agreement on behalf of an injured employee who is under 18 years of age. If the minor is above the age of 14, such minor should also sign this agreement.

3. Kindly attach all medical reports not heretofore submitted to the Workers' Compensation Appeals Board.

4. Also attach a copy of the agreement with the third party tort-feasor, if such agreement is in writing.

RELEASE OF ALL CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CAUTION: READ BEFORE SIGNING.

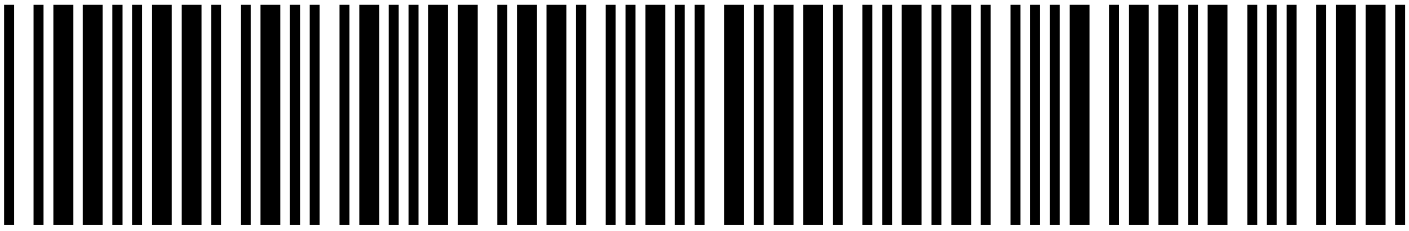
Rick A. Hollifield

Witnesses:

SD KSK 259.015 121473

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: ORDER SUSPENDING ACTION - (EXHIBIT 4)

Document Date: 12/08/1998
MM/DD/YYYY

Author: WCAB JUDGE KEITH DIETTERLE

Office Use Only

Received Date: _____
MM/DD/YYYY

STATE OF CALIFORNIA
WORKERS' COMPENSATION APPEALS BOARD

RICK HOLLIFIELD,

vs.

KVAAS CONSTRUCTION CO.;
ARGONAUT INSURANCE CO.,

Defendants.

CASE NO. SDO 222978

ORDER SUSPENDING ACTION ON COMPROMISE AND RELEASE

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

KEITH F. DIETTERLE
Workers' Compensation Judge

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

By: C. Nielsen
C. Nielsen

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF WORKERS' COMPENSATION
SAN DIEGO

WORKER'S NAME: RICK HOLLIFIELD
FILE NUMBERS: SDO 0222978

☒ CONFERENCE
☐ MSC
☐ REGULAR HEARING
☐ EXPEDITED HEARING

APPEARANCES

☒ INJURED WORKER: Rick Hollifield
WORKER'S ATTORNEY:
DEFENDANT'S ATTORNEY(S): MICHAEL JONES / JONES, WARNICK & BROWNELL
LIEN CLAIMANT(S): Melissa Hollifield / Mary Clark
LIEN CLAIMANT(S): Scott Sklar - D.A.'s Office

DISPOSITION

☒ DATE DECLARATION OF READINESS RECEIVED: Set by WCJ FILED BY:
☐ MOTION BY: ☐ FOR CONTINUANCE ☐ OFF CALENDAR ☐ OTHER
REASON:
☐ OPPOSITION BY: REASON:
☐ GOOD CAUSE FINDING:
☐ CONTINUED/ADJOURNED TO: DATE AT: TIME ESTIMATED TIME:
☐ REGULAR HEARING ☐ CONFERENCE CALENDAR ☐ MSC JUDGE:
☒ FILE(S) ORDERED OFF CALENDAR OTHER ORDER: P&S reports to be filed
Liens will be resolved before C&R can be approved.
Order suspending action until then.
☒ SERVICE WAIVED ☐ ON NOTICE BY DWC ☐ NOTICE TO BE SERVED BY (OR SEE BELOW)

NOTICE TO: PURSUANT TO RULE 10500 YOU ARE DESIGNATED TO SERVE THIS/THESE DOCUMENT(S) ON ALL PARTIES, LIEN CLAIMANTS AND THE PRESIDING JUDGE (AS SET FORTH IN P&P SECTION 6.7.A 12/18/95) AS SHOWN ON THE OFFICIAL ADDRESS RECORD. RETAIN PROOF OF SERVICE IN YOUR FILE UNLESS OTHERWISE DIRECTED.

RECEIPT HEREOF ACKNOWLEDGED ON: BY:

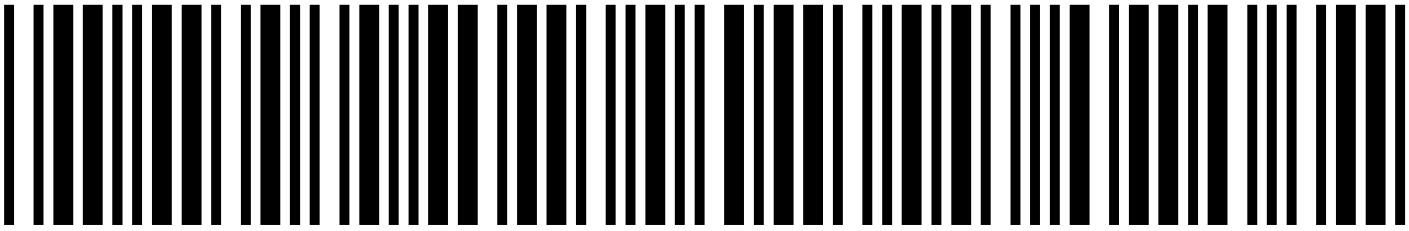
Keith F. Dietterle
KEITH F. DIETTERLE
WORKERS' COMPENSATION JUDGE

1/26
DATE

11-97

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Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

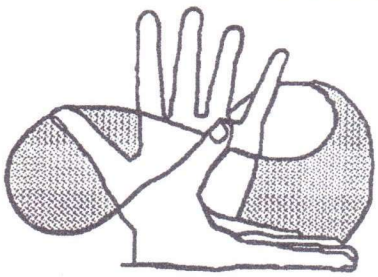
Document Title: COMMUNICATION SHEET - EXHIBIT (5)

Document Date: 12/09/1998
MM/DD/YYYY

Author: DR. RICHARD BRAUN

Office Use Only

Received Date:
MM/DD/YYYY



Hard M. Braun M.D.
Dori J. Neill Cage M.D.
Gregory R. Mack M.D.

Orthopaedic Surgery • Surgery of the Hand

Acct # : 7308
Claim No. : 62X103499
Injured Employee : HOLLIFIELD, RICK
Employer : KVAAS CONSTRUCTION
Date of Injury : 08/28/96
Insurance : ARGONAUT INSURANCE
120 S. STATE COLLEGE #100
BREA, CA 92621

DR. REF:
FAX:
ADJ: DIANA CUMPIAN
PHN: 657-0805
FAX: 657-0819
NCM: DORRIS HARRAH, RN
FAX: 268-7338
ATY: DEAN A. GOETZ
FAX: 481-2139
Pt. Phone #: 442-1823

☐ Preliminary Report - Date _____
☑ Supplemental Report - Date 12/9/98
☑ Hillcrest ☐ THE HAND CENTER ☐ Reservoir Office

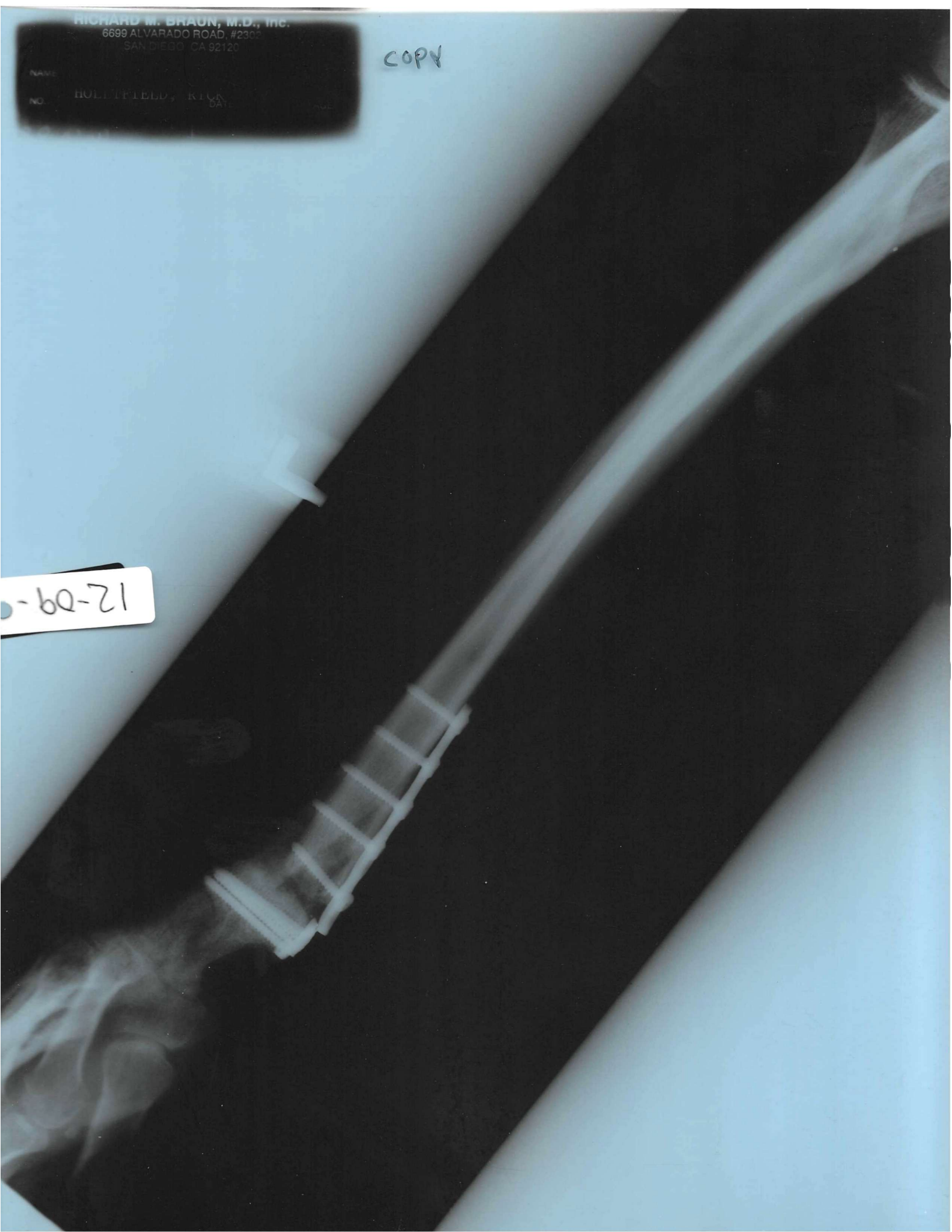
1. Present Diagnosis fracture of bone plate @ wrist
Visit Type: ☐ Post op ☑ Routine ☐ Treatment ☐ New Patient ☐ Other
2. Symptoms and Physical findings when patient seen pain in wrist @

3. Therapy none times a week for _____ weeks.
Items Pending: ☐ Authorization Requested
☐ Records ☐ Chem Panel ☐ CBC ☐ Rheum Panel
☐ CT Scans ☐ MRI ___ ☐ Bone Scan ☐ Arthrogram
☐ EMG/NCV ☐ Xrays-Plan ☐ HAND CENTER Evaluation

4. ☑ Temporarily disabled from 12/9/98 to 6/1/99
☐ Permanent and stationary as of _____ ☐ QIW/Rehab
☐ Returned to full duty on _____
☐ Returned to modified duty on _____ with the following restrictions:
___ No lifting more than ___ lbs.
___ No climbing: stairs, ladders
___ No work at shoulder level or above
___ No using R/L hand(s)
___ No bending, no stooping, no squatting, no kneeling
___ No grasping or gripping with R/L hand(s) repetitively
___ No sitting/standing greater than ___ min each hour in 8 hr
___ Limit working hours to ___ hours per day
___ Keyboarding/typing:
(___) None
(___) Limited to _____
___ Work in Splint(s) R/L Y N

5. Next appointment 12 weeks
6. Narrative dictated: ☐ No ☐ Yes ☐ Next Visit
7. Comments Requires surgery in near future to repair bone plate and bone graft wrist. Pt will delay for at least 6 mos
8. Time spent: ☐ 15 min. ☐ 30 min. ☐ 45 min. ☐ 1 hr. ☐ other 1 hr 20 min

Date 12/9/98 Signed H Braun M.D.


RICHARD M. BRAUN, M.D., Inc.
6699 ALVARADO ROAD, #230
SAN DIEGO, CA 92120
NAME
NO.
DAY
COPY
-60-21

RICHARD W. BRAUN, M.D., Inc.
6699 ALVARADO ROAD, #2302
SAN DIEGO, CA 92120

NAME

NO. HOLLIFIELD, RICK DATE AGE

COPY



86-60-2

December 9, 1998

Ms. Diana Cumpian
Argonaut Insurance
120 South State College., #100
Brea, CA 92621

RE: HOLLIFIELD, RICK
CLM: 62X103499

Dear Ms. Cumpian:

Rick Hollifield was seen in my office on 12-09-98. The patient had been doing well following a left distal forearm bone graft procedure when he developed spontaneous pain in the distal forearm area. The pain became more acute about two days ago when he attempted to turn the ignition in his car. He reported this afternoon with left distal forearm pain. Radiographs reveal a fracture of the bone plate in the distal radius.

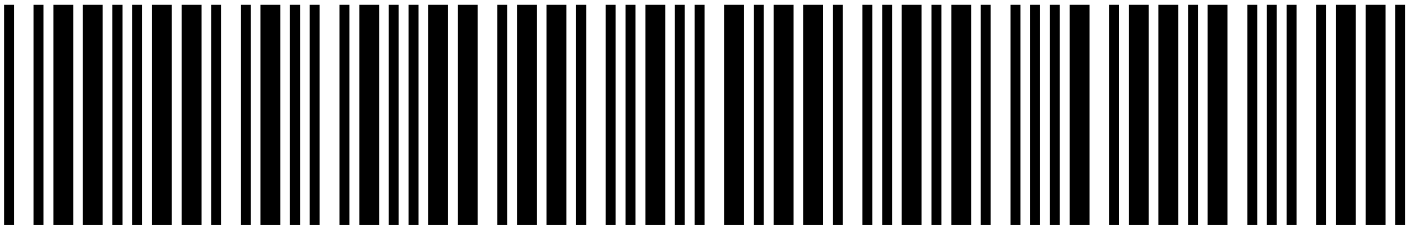
This represents a significant complication in the treatment of this patient. Further surgical intervention will be necessary to repair the bone plate and bone graft the area of the fracture in the distal forearm. Mr. Hollifield is disabled in the use of his left upper limb because of this unfortunate situation.

DISCLOSURE

"I declare under a penalty of perjury that the information contained in this report and its attachment, if any, is true and correct to the best of my knowledge and belief, except as to the information that I have indicated I received from others. As to that information, I declare under a penalty of perjury that the information accurately describes the information provided to me and, except as noted herein, that I believe it to be true".

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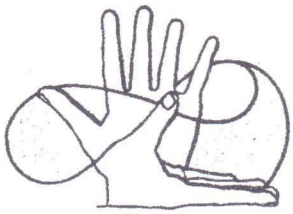
Document Title: TREATING PHYSICIAN - EXHIBIT (6)

Document Date: 12/23/1998
MM/DD/YYYY

Author: DR. RICHARD BRAUN

Office Use Only

Received Date:
MM/DD/YYYY



Richard M. Braun MD
Dori J. Neill Cage MD
Gregory R. Mack MD

Surgery of the Hand and Upper Extremity
Orthopaedic Surgery
Surgery of Peripheral Nerves

December 23, 1998

Ms. Diana Cumpian
Argonaut Insurance
120 S. State College, #100
Brea, CA 92621

RE: HOLLIFIELD, RICK
CLM: 62X103499

Dear Ms. Cumpian:

Mr. Hollifield was seen in my office on 12-23-98. This patient has fractured through the bone plate on the volar aspect of his distal left forearm. Some deformity is now appearing in the forearm with some angulation of about 10° noted on today's clinical examination. For this reason, I have removed the patient's splint and placed Mr. Hollifield in a short arm fiberglass cast. I continue to urge authorization for surgical treatment. The broken plate must be replaced. Further bone grafting will be necessary. Mr. Hollifield is disabled from a rehabilitation plan or return to work at this time.

DISCLOSURE

"I declare under a penalty of perjury that the information contained in this report and its attachment, if any, is true and correct to the best of my knowledge and belief, except as to the information that I have indicated I received from others. As to that information, I declare under a penalty of perjury that the information accurately describes the information provided to me and, except as noted herein, that I believe it to be true".

Signed this 4 day of Jan, 1999, 1998, at San Diego, California

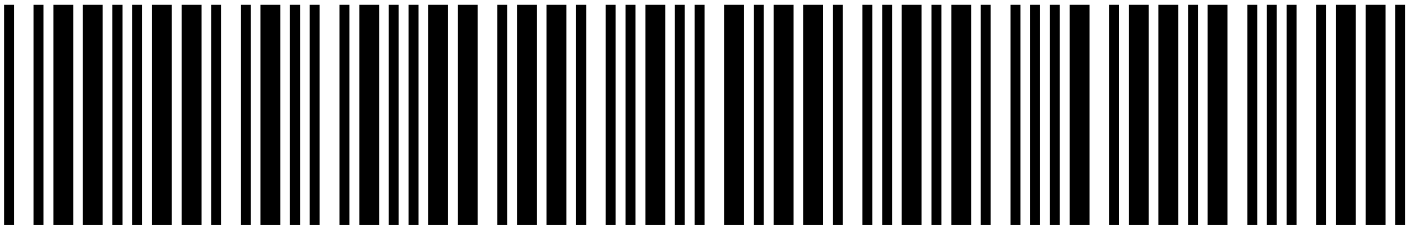
Richard M. Braun

Richard M. Braun, M.D.

RMB:jh 12/30
D:12/23 R:12/28
cc: Dean A. Goetz, Esq.
Dorris Harrah, R.N.

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: MISC

Document Title: INTERNAL CLAIMS MEMORANDUM - EXHIBIT (7)

Document Date: 04/18/2000
MM/DD/YYYY

Author: CLAIMS EXAMINER - DIANNA CUMPIAN

Office Use Only

Received Date: _____
MM/DD/YYYY

Hollifield v. Braun

Argonaut Insurance Company

Facsimile

Argonaut Insurance Company
250 Middlefield Road
Menlo Park, CA 94025
650.326.0900
Home Office Executive Fax: 650.856.6690

DATE: April 19, 2000 Number of pages following: 3

TO: Richard Sax

LOCATION: Carlsbad, CA

FAX NO: (760) 931-9800

FROM: Michael Nolan
HOME OFFICE EXECUTIVE

MESSAGE:

See Attached

This message is intended only for the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

J. Michael Nolan
Senior Vice President,
General Counsel & Secretary

Argonaut Insurance Company

April 19, 2000

Via Facsimile

Richard Lee Sax, Esq.
2192 Palomar Airport Road
Carlsbad, CA 92008

Re: Hollifield Litigation

Dear Mr. Sax:

Pursuant to our prior communications, I write to enclose a memorandum describing Argonaut Insurance Company's understanding of the status of the Rick Hollifield workers' compensation claim No. 62X103499. Dianna Cumpian, a Principal Account Specialist, in the Claims Department of our Brea office wrote this memorandum since she is the claims adjuster who handled the WC case. You are welcome to contact Mr. Hollifield's WC attorney, Dean Goetz, for his view of the current status of the case. If fact, I encourage you to contact Mr. Goetz since we do not represent Mr. Hollifield.

I also write to request that you voluntarily dismiss your recent Complaint against Argonaut Insurance Company and our insured, Kvass Construction Company. As we discussed, Mr. Hollifield's WC claim is still open at the WC Appeals Board. There is no compromise and release for this claim. However, there is an approved credit petition for $128,910. We strongly believe that claims for additional WC benefits, if any, for this open matter should be handled through the WC process and not through civil litigation. If necessary, we are prepared to file a Demurrer to the Complaint. The Demurrer, in part, would be based on the exclusive remedy of the WC laws.

Please review this material and call me on this matter. Since I will be out of town all next week, please call Robert Kanonick (773) 380-2340 in our Chicago Office in my absence. He will be the attorney overseeing our interests in this case in the event it is not dismissed. Also, please extend the time for our filing of a response to the Complaint so that both parties may explore the possible dismissal. I will let you and Bob work out the details of that extension of time to answer.

Thank you for your consideration of this matter.

Very truly yours,

J. Michael Nolan
General Counsel



Argonaut Insurance Company

SOUTHERN CALIFORNIA DIVISION

April 18, 2000

To :Michael Nolan, SVP, General Counsel

From :Dianna Cumpian, Principal Account Specialist, Brea Office

RE :

Claim No.	:62X103499
Employee	:Rick Hollifield
Employer	:Kvass Construction/MWWD
Injury Date	:08/28/1996

Claim History

This claim involves a 31-year-old laborer who fell 12 feet from a ladder while working. The claimant sustained severe fractures to his left wrist. The claimant is left hand dominant. He also sustained a hairline fracture to his left 5th rib that did not require medical treatment. The claimant has retained an attorney who claimed injury to the left upper extremity and the left 8th rib. He also alleged a back injury and a left lower extremity injury. We denied liability for the back and left lower extremity as we have no medical evidence of injury to the back and left leg. Throughout the entire period of medical treatment (over 2 years), the claimant did not make any complaints of back or left leg pain to his treating doctor per the medical reporting. The claimant has filed a 3rd party liability case against Olsen Steel, the other contractor on the jobsite at the time of the injury. Since this is an OCIP, Argonaut Insurance Company was also the liability carrier for this project.

Temporary Disability

The claimant received temporary total disability payments from 08/29/96 to 10/02/98 at $490 per week for a total of $53,550.00.

Medical Treatment

At the initial time of his injury the claimant underwent emergency left wrist surgery with Dr. Kupfer. The claimant was referred to Dr. Richard Braun, a well known hand surgeon, as his primary treating doctor. Due to the serious nature of this injury, I assigned a nurse case manager, Doris Harrah with Corvel, to monitor the medical treatment on this claim. While under the care of Dr. Braun, the claimant underwent 8 additional surgeries to his left wrist. Doris Harrah advised me that Dr. Braun was attempting to save as much motion in the wrist as possible versus a total fusion wherein the claimant would lose all mobility in the wrist joint. The doctor verbally stated to the nurse case manager, Doris Harrah, that the claimant was permanent & stationary as of 10/02/98 and that he would issue a report accordingly. Therefore, temporary total disability benefits were discontinued at that time. The doctor's office did not issue this report. The claimant then returned to Dr. Braun on 12/09/98 complaining of pain in his left wrist. He was diagnosed with a broken bone plate in the distal forearm area that



Argonaut Insurance Company

SOUTHERN CALIFORNIA DIVISION

needed surgical repair. Since the claimant settled his third party claim and a check was issued on 11/04/98 resolving the third party case, I advised the doctor's office that we were seeking a credit in the workers' compensation case and that the claimant was responsible for payment per Labor Code 3861. Per the claimant's recent lawsuit, the lawsuit states that he did undergo left wrist fusion by different doctor in 3/99.

Permanent Disability

I advanced a total of $3000 in permanent disability advances. The estimated amount of permanent disability would be $16,277.50 that equals 25% in permanent partial disability. We received a credit in the amount of $128,910.35. This exceeds permanent disability.

Vocational Rehabilitation

Once again, there is a credit of $128,910.35 that would exceed the $16,000 limit allowed for vocational rehabilitation.

Litigation

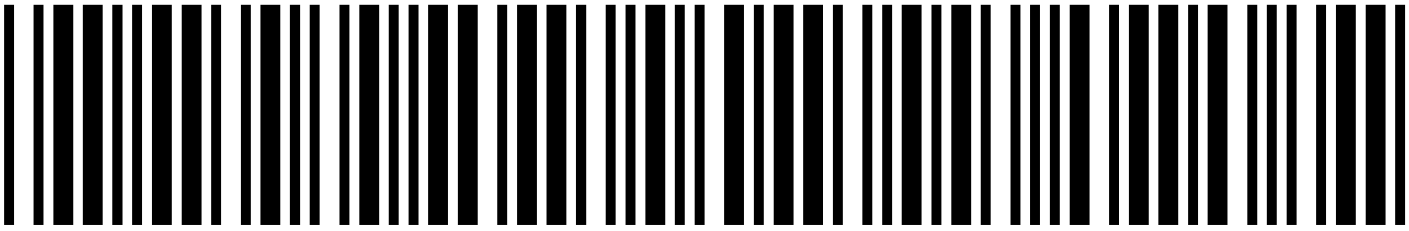
The claimant retained an attorney, Dean Goetz, Esq., shortly after the injury date. With the agreement of the applicant's attorney, we had planned to resolve this case via 3rd party Compromise & Release with no further monies being paid on the workers' compensation case as he received a $200,000 settlement in his 3rd party case. Since the treating doctor did not issue a permanent & stationary report, the workers' compensation judge would not approve the 3rd party Compromise & Release. Therefore, we received a petition for credit in the amount of $128,910.35 approved by Judge Dieterle at the San Diego Workers' Compensation Appeals Board dated 01/28/99. If the applicant's attorney did not agree with the Petition for Credit, he had the right to appeal. Attorney Goetz did not file an appeal. The statute of limitations is 5 years from the date of injury to continue litigation at the Workers' Compensation Appeals Board. Although our file has been administratively closed, the file is still open at the Workers' Compensation Appeals Board as, technically, the case has not been resolved.

Plan of Action

We received a Petition for Credit in the amount of $128,910.35. The Workers' Compensation defendants would owe no further monies on this workers' compensation case until the claimant provides receipts that he was spent this amount for his workers' compensation injury per Labor Code Section 3861. Neither the claimant nor his attorney have communicated with us since the approval of the Petition for Credit.

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: PETITION FOR CREDIT - EXHIBIT (8)

Document Date: 12/30/1998
MM/DD/YYYY

Author: ARGONAUT COUNSEL - MICHAEL JONES

Office Use Only

Received Date
MM/DD/YYYY

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

Attorney for Defendant

COPY

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

RICK A. HOLLIFIELD, Applicant. v. KVAAS CONSTRUCTION CO./MWWD, ARGONAUT INSURANCE CO., Defendants.	CASE NO. SDO 222978 PETITION FOR CREDIT AND ORDER

COMES NOW DEFENDANT, ARGONAUT INSURANCE COMPANY, and hereby Petitions for Credit alleging the following:

1. As a result of injury on 8/22/96, referenced above, applicant pursued civil litigation as against Olsen Steel, Inc., in the case of Rick A. Hollifield v. Olsen Steel, Inc. bearing San Diego Superior Number EC015235.

2. Said civil action was settled and applicant was paid $200,000.00 by said third party which, after deduction for attorney's fees and costs, resulted in a net to applicant from said third party in the amount of $128,910.35. Please see attached Exhibit A incorporated herein by references though fully set forth.

3. Wherefore, employer and it's carrier in the workers' compensation claim referenced above hereby Petition for Credit/Offset of it's liability as to any additional compensation benefits payable pursuant to the Labor Code in said net amount of $128,910.35.

Dated: 12/19/98

Respectfully submitted,

JONES, WISMAR & BROWNELL

By: Michael E. Jones

IT IS SO ORDERED:

Dated:

Judge, Workers' Compensation Appeals Board

VERIFICATION

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, the undersigned, declare:

I am the Attorney for Defendant of the above-entitled action.

I have read the foregoing:

PETITION FOR CREDIT AND ORDER

and know the contents thereof; and the same is true of my knowledge, except as to the matters which are therein stated upon my information and belief, and to those matters, I believe to be true.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: December 18, 1998

Signature of Declarant

MICHAEL E. JONES
Type or Print Full Name
of Declarant

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

Attorney for Defendant

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

RICK A. HOLLIFIELD, Applicant. v. KVAAS CONSTRUCTION CO./MWWD, ARGONAUT INSURANCE CO., Defendants.	CASE NO. SDO 222978 POINTS & AUTHORITIES IN SUPPORT OF REQUEST FOR ORDER FOR CREDIT

COMES NOW DEFENDANT, and submits for consideration and in support of its Request for Order Granting Credit, the following Points and Authorities:

1. In Hanna, California Law of Employee Injuries and Workers' Compensation, in Section 31.14[2], it is stated:

> "The Appeals Board is <u>required</u> to allow the employer a credit against the employers compensation liability for the amount of any third party recovery by the employee for his or her injury, whether by suit or settlement, after the payment of litigation expenses and attorney's fees".

2. Labor Code Section 3861 indicates:

"The Appeals Board is empowered to and shall allow, as a credit to the employer to be applied against his liability for compensation, such amount of any recovery by the employee for his injury, whether by settlement or after judgment, as has not theretofor been applied to the payment of expenses or attorney's fees ...".

3. In the case of Cochran v. WCAB(1990) 55 ccc 93, the court stated that:

" ...Credit for the injured employees net third party recovery is applied against the employer's liability for compensation and that such compensation includes all benefits payable under the Labor Code ...".

4. In the case of Foote v. WCAB(1986), it was held that: Defendant was allowed a credit for applicant's third party recovery as against defendant's liability for compensation, which was already due but remained unpaid at the time of the third party settlement, as well as against future compensation".

5. In a more recent case, Mares v. WCAB(1995) 60 ccc 1045, the court considered an argument that benefits payable as compensation prior to settlement of a third party action should not be subject to such credit and rejected that notion.

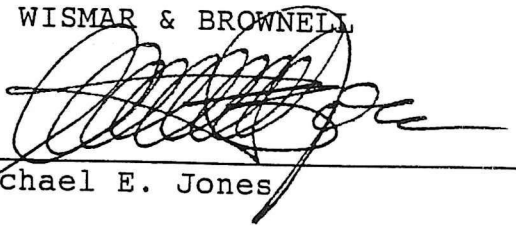
WHEREFORE, defendants submit these Points and Authorities for further consideration, urge decision on the pending Order for Credit on the basis of these Authorities.

/ / / / / / / / / / /

Dated:

Respectfully submitted,

JONES, WISMAR & BROWNELL



By: Michael E. Jones

PROOF OF SERVICE BY MAIL
1013a, 1015.5, C.C.P.

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the county of **SAN DIEGO**, state of California. I am over the age of 18 and not a party to the within action. My business address is **3737 Camino del Rio South, Suite 106, San Diego, California 92108.**

On 12/24/98, I served the foregoing document described as PETITION FOR CREDIT AND ORDER, POINTS & AUTHORITIES IN SUPPORT OF REQUEST FOR ORDER FOR CREDIT in this action
[ ] by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

[X] by placing [ ] the original [X] a true copy thereof enclosed in sealed envelopes addressed as follows:

[X] BY MAIL
DIANNA CUMPIAN
ARGONAUT INSURANCE CO.
9191 TOWNE CENTRE DR. #375
SAN DIEGO, CA 92122

DEAN GOETZ, ESQ.
ATTY. FOR APPLICANT
603 NO. COAST HWY 101 #H
SOLANA BEACH, CA 92075

MARY P. CLARK
ATTY. FOR [redacted]
275 E. DOUGLAS AVE. #104
EL CAJON, CA 92020

[X] I deposited such envelope in the mail at **SAN DIEGO**, California. The envelope was mailed with postage thereon fully prepaid.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Sharon L. Kent
SHARON L. KENT

STATE OF CALIFORNIA

DIVISION OF WORKERS' COMPENSATION

RICK A. HOLLIFIELD,

Applicant,

vs.

KVAAS CONSTRUCTION COMPANY,

Defendants.

Case No. SD 0222978

ORDER OF CREDIT

Petition for credit having been filed on 12-30-98 and,

Good Cause Appearing,

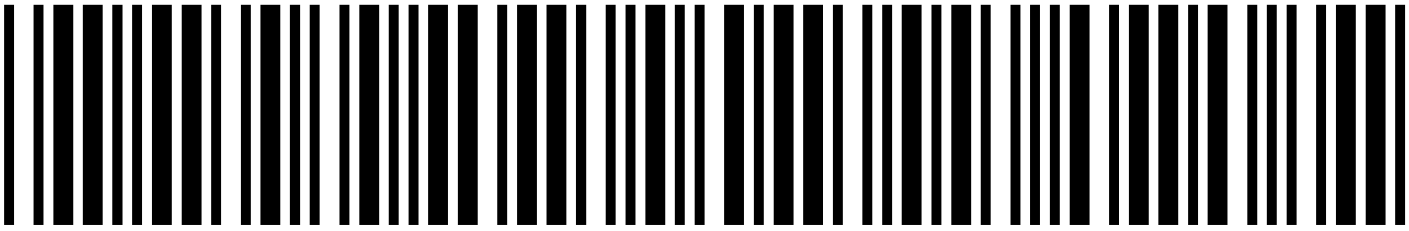
It Is Hereby Ordered that defendant, Argonaut Insurance Company be and hereby is allowed a credit in the net amount of $128,910.35, unless good cause to the contrary is shown in writing within fifteen (15) days of service hereof.

KEITH F. DIETTERLE
Workers' Compensation Administrative Law Judge

Filed and Served by mail on: 1/23/99
On all parties on the
Official Address Record.
By: C. Luce

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: PROGRESS REPORT # 35 - EXHIBIT (9)

Document Date: 10/16/1998
MM/DD/YYYY

Author: DORIS HARRAH, R.N., B.S.N., C.C.M.

Office Use Only

Received Date:
MM/DD/YYYY

CASE MANAGEMENT REPORT

Patient/Claimant:	Rick Hollifield	Account File #:		Date: 10/16/98	Page: 1
Referred By:	Deanna Cumpain	D/L:	8/28/96	S.S.#:	
Insured:	Kvaas Construction	CorVel File #:	26-1480-9	Report No.: 35	

PROGRESS REPORT #35

MEDICAL SUMMARY

On 9/18/98, Maureen Wallace, R.N., B.S.N., C.C.M., was working with Mr. Hollifield while I was on vacation. According to her notes of that day, she stated that she had spoken with Mr. Hollifield and that he stated that he was having anxiety attacks because he will go to use his left hand and find that he cannot use it the way he used to. Mr. Hollifield said that he was having, perhaps, three or four of those attacks per month. It was suggested that he keep a diary of episodes of increased pain, anxiety attacks, or anything else that seemed unusual and relay that information to his doctor. Mr. Hollifield was also complaining of left wrist pain when his hand turns certain ways.

Hand therapy was being provided on a three time per week basis at that point in time. Mr. Hollifield had also stated that he was not taking any pain medication.

When I returned from vacation on 9/28/98, I received a message from the hand center, informing me that Dr. Braun was unable to see Mr. Hollifield on 10/1/98, and requesting a rescheduling to 10/2/98.

On 10/1/98, I again received another call from the Hand Center requesting to move the time of the appointment to better accommodate Mr. Hollifield.

On 10/2/98, I received a call from Mr. Hollifield confirming the new time for his doctor appointment and informing me that he had stated that his attorneys would be at his doctor appointment.

On 10/2/98, this nurse attended Mr. Hollifield's follow up appointment with Dr. Braun as scheduled. After an extremely long wait, the doctor came out at 5:00 p.m. asking where Mr. Hollifield was. He was told by his receptionist that Mr. Hollifield was calling every few minutes to see how the doctor's appointments were running. The receptionist said that Mr. Hollifield was on his way and therefore, I continued to wait until he got there.

After another long wait period, Mr. Hollifield arrived. The occupational therapist took measurements and stated that Mr. Hollifield had about 50 ° of motion in his wrist and 2/3 of normal for pronation and supination.

After doctor spoke with Mr. Hollifield and examined his wrist, the doctor said that he felt at this point Mr. Hollifield's condition was permanent and stationary.

When addressing the issue of future medical care, the doctor said that Mr. Hollifield might need a wrist fusion (due to the fact that he was having pain in his wrist) or Mr. Hollifield might need a revision of the distal ulna.

When I asked Dr. Braun why the fusion was not done earlier, doctor explained by stating that Mr. Hollifield would have developed a pseudoarthrosis if the fusion had been done earlier and doctor also said that if the fusion was done earlier, the base of the fracture would not have healed. Finally when addressing any type of future surgery, the doctor said that surgery should be provided to relieve pain or improve Mr. Hollifield's function.

When I asked about any additional hand therapy, the doctor said that he felt that no more hand therapy was needed at this point.

Δ π EXHIBIT 13
Deponent
Laura Longorini
Date Rptr. 12384

When asked about vocational rehabilitation, the doctor stated that Mr. Hollifield was in his estimation a qualified injured worker and that he had lost 50% or more of the grasping function and pushing and pulling function. The doctor said that he would only be able to do some light gripping and could only lift less than five pounds. The doctor also said that doctor visits, pain and anti-inflammatory medications, splints, etc., should also be included in future medical care.

When asked if Mr. Hollifield might be able to do computer work, the doctor stated that he felt Mr. Hollifield could, but that he would need a split keyboard so that he did not develop shoulder problems in addition to his wrist problem. It should be noted that no attorney was present at the 10/2/98 doctor visit.

On 10/5/98, a call was placed to the Hand Center requesting a copy of the doctor's 10/2/98 status report (doctor did not have time to fill it out on the evening of 10/2/98).

A call was also placed to the claims' examiner and a detailed message was left regarding the outcome of the 10/2/98 doctor visit.

Later that day, I received a copy of doctor's status report along with a copy of the hand therapist's report and both reports were sent to the claims' examiner.

On 10/5/98 I also placed a call to Dr. Braun's office and was told that doctor planned to remove a pin from Mr. Hollifield's left wrist as an office procedure before 10/6/98 at 1:45 p.m. The claims' examiner was informed of doctor's plan.

Yesterday, a call was placed to Dr. Braun's office requesting a copy of doctor's 10/2/98 P&S report but I was told it was not available as yet.

CLIENT SUMMARY

A call was placed to Mr. Hollifield yesterday to determine if pin removal had relieved some of the sharp pain that he was having in his left wrist. I was told that it did relieve some of the pain "a little bit" and that his left hand and wrist felt like it was getting a little better. When asked if he felt he had any additional movement in that wrist, Mr. Hollifield said that there was a little more movement in the joint since the pin was removed.

RECOMMENDATIONS

1. Follow up with Dr. Braun's office to obtain a copy of the P&S report.
2. Address any additional issues needed should the P&S report not be complete.
3. Continue to monitor this client's status until the P&S report is received and deemed complete.
4. Upon receipt of the P&S report, speak with the claims' examiner regarding file direction.

The next report is due on: 11/5/98

Respectfully submitted,

Doris Harrah, R.N. / g.

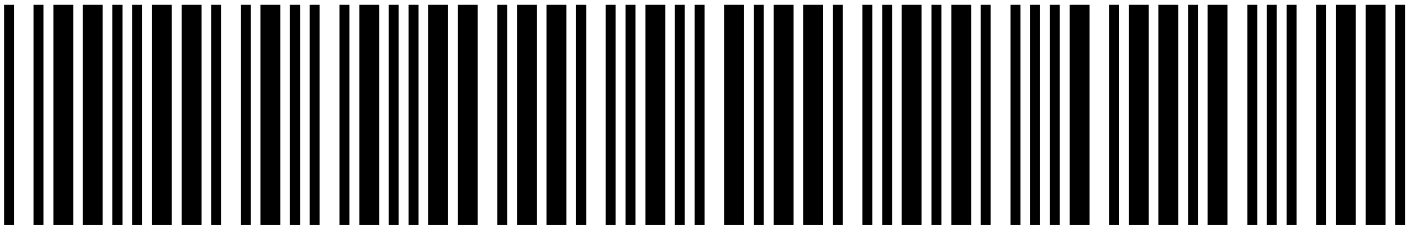
Doris Harrah, R.N., B.S.N. C.C.M.

DH:cg

cc: Office File/Case File
✓ Dean Goetz, Esq.
603 N. Coast Highway 101, Suite "H"
Solana Beach, CA. 92075

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Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: PROGRESS REPORT #36 - EXHIBIT (10)

Document Date: 11/06/1998
MM/DD/YYYY

Author: DORIS HARRAH, R.N., B.S.N., C.C.M.

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Received Date:
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CASE MANAGEMENT REPORT

Patient/Claimant:	Rick Hollifield	Account File #:		Date: 11/6/98	Page: 1
Referred By:	Deanna Cumpain	D/L:	8/28/96	S.S.#:	
Insured:	Kvaas Construction	CorVel File #:	26-1480-9	Report No.: 36	

PROGRESS REPORT #36

MEDICAL SUMMARY

During this reporting period, no doctor visits have been scheduled. At this point in time, we are waiting for the P&S report from Dr. Braun.

On 11/2/98, a call was placed to Dr. Braun's office, requesting a copy of the 10/15/98 P&S report. I was told that Dr. Braun had seen Mr. Hollifield on 10/6/98 and had removed the pins from his left wrist. I requested the 10/6/98 status sheet, as well as information regarding the final report.

CLIENT SUMMARY

On 11/4/98, I spoke with Mr. Hollifield. He informed me that the pins were removed in an office procedure, but that his left wrist still felt about the same; no change for the better or for the worse.

Mr. Hollifield also stated that Worker's Compensation no longer applied for him, seeing he had settled out of court and signed papers on 11/3/98.

After speaking with Mr. Hollifield, a call was placed to the claims' examiner, and a detailed message was left on her voice mail, informing her of Mr. Hollifield's status, as well as the fact that we still do not have a P&S report from Dr. Braun as yet.

RECOMMENDATIONS

1. Obtain the final report from Dr. Braun, and if it addresses all of the issues required by Argonaut, then speak with the claims' examiner regarding file closure.

The next report is due on: 11/27/98

Respectfully submitted,

Doris Harrah, R.N./cg

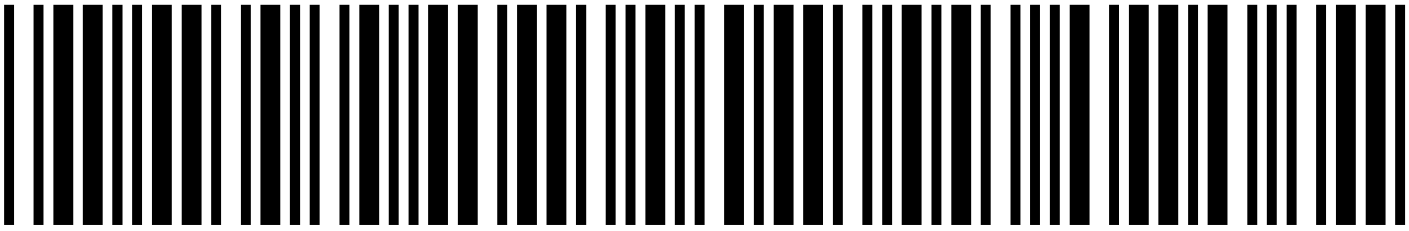
Doris Harrah, R.N., B.S.N. C.C.M.

DH:cg

cc: Office File/Case File
Dean Goetz, Esq.
603 N. Coast Highway 101, Suite "H"
Solana Beach, CA. 92075

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Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: PROGRESS REPORT #37- EXHIBIT (11)

Document Date: 11/24/1998
MM/DD/YYYY

Author: DORIS HARRAH, R.N., B.S.N., C.C.M.

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Received Date:
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CASE MANAGEMENT REPORT

Patient/Claimant:	Rick Hollifield	Account File #:		Date: 11/24/98	Page: 1
Referred By:	Deanna Cumpain	D/L:	8/28/96	S.S.#:	
Insured:	Kvaas Construction	CorVel File #:	26-1480-9	Report No.: 37	

PROGRESS REPORT #37

MEDICAL SUMMARY

On 11/10/98, I received and reviewed a copy of Dr. Braun's 10/7/98 note. In that note, doctor stated that he removed pin in an office procedure, and that "no return appointment was necessary".

On 11/17/98, I called Dr. Braun's office, again requesting a copy of the P&S report. I was told that it appeared that doctor had not written a P&S report, and that Mr. Hollifield did not have a return doctor visit.

Mr. Hollifield was seen by Dr. Braun on 10/5/98, and doctor stated that he planned to make Mr. Hollifield's condition permanent and stationary, as of 10/15/98.

On 11/19/98, I received a call from Dr. Braun's office, stating that the pins were removed on 10/5/98 and that Mr. Hollifield was supposed to return for a follow up visit with Dr. Braun in 10 days, so the doctor could P&S him. I was also told that no appointment was scheduled for Mr. Hollifield and that he never got back in to see doctor. I was then told that they would be sure to contact Mr. Hollifield and schedule an appointment for him.

Subsequently, I called Mr. Hollifield's home and left a message with his girlfriend, requesting that he call Dr. Braun's office and schedule a follow up visit.

A call was again placed to Dr. Braun's office today, to determine the date and time of Mr. Hollifield's P&S visit. I was told that Mr. Hollifield was scheduled for 12/9/98 at 5:00 p.m.

Upon receipt of that information, a call was placed to the claims' examiner, and she was informed in detail on her voice mail, regarding the fact that Dr. Braun's office did not schedule the follow up P&S appointment for this client, and that case manager intervention has provided a date and time for a P&S visit.

RECOMMENDATIONS

1. Attend Mr. Hollifield's 12/9/98 P&S visit with Dr. Braun, to determine restrictions, future medical care, and disability.

2. After the 12/9/98 appointment, obtain a copy of the completed P&S report for the claims' examiner, and if it is all-inclusive, then speak with the claims' examiner, regarding closure of the file.

The next report is due on: 12/16/98

Respectfully submitted,

Doris Harrah, R.N. / g.

Doris Harrah, R.N., B.S.N. C.C.M.

DH:cg

cc: Office File/Case File

Dean Goetz, Esq.
603 N. Coast Highway 101, Suite "H"
Solana Beach, CA. 92075

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DOCUMENT SEPARATOR SHEET

Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: CLOSING REPORT - EXHIBIT (12)

Document Date: 12/03/1998
MM/DD/YYYY

Author: DORIS HARRAH, R.N., B.S.N., C.C.M.

Office Use Only

Received Date: _____
MM/DD/YYYY

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CASE MANAGEMENT REPORT

Patient/Claimant:	Rick Hollifield	Account File #:		Date: 12/3/98	Page: 1
Referred By:	Deanna Cumpain	D/L:	8/28/96	S.S.#:	
Insured:	Kvaas Construction	CorVel File #:	26-1480-9	Report No.:	CLOSING REPORT

CLOSING REPORT

MEDICAL SUMMARY

Mr. Hollifield has a P&S appointment scheduled with Dr. Braun for 12/9/98 at 5:00 p.m.

On 12/1/98, I received a call from the claims' examiner, informing me that I do not need to attend the P&S appointment, due to the fact that the case has been settled. I was directed to, at this point, go ahead and close the file for medical case management services.

Thank you for allowing me to work with Mr. Hollifield and with you. This has been a catastrophic, complicated case (this client's dominant wrist bones were pulverized) from the very beginning, and his treating doctor has tried to obtain as much flexion and range-of-motion in his dominant, injured hand/wrist, as could possibly be obtained. By providing less disability in the long run, it was hopeful that there would be great cost benefits and great benefits to this relatively young man in being better able to support his family.

Should there be any question or concern related to this file, please contact me at (619) 268-7330. I look forward to working with you again in the future.

Respectfully submitted,

Doris Harrah, R.N./g.

Doris Harrah, R.N., B.S.N. C.C.M.

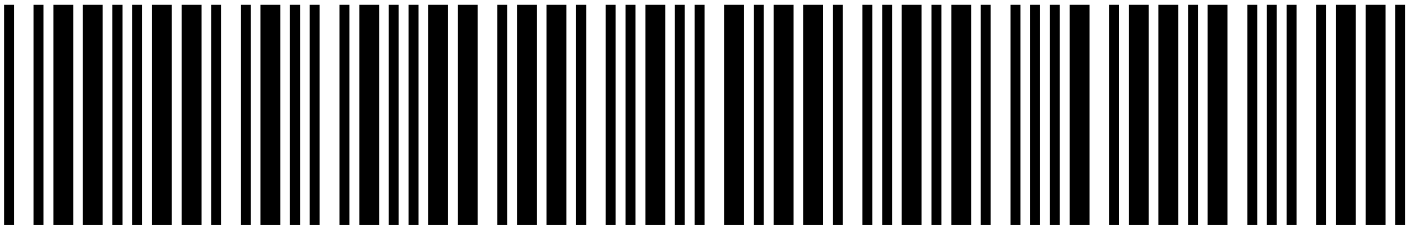
DH:cg

cc: Office File/Case File

Dean Goetz, Esq.
603 N. Coast Highway 101, Suite "H"
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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: PROGRESS RECORD - EXHIBIT (13)

Document Date: 03/11/1999
MM/DD/YYYY

Author: DR. REID ABRAMS

Office Use Only

Received Date:
MM/DD/YYYY

03-11-99

HAND CLINIC

ATTENDING: Reid Abrams, M.D.

CHIEF COMPLAINT: The patient is a 34-year-old, left hand dominant man who is now disabled due to his left wrist injury. He has had a long history since June of 1996, when he fell, while on the job, 20 feet off of a ladder and sustained a left distal radius fracture. He comes in with all of his radiographs but no medical records. By his history and by piecing things together from his radiographs today, it sounds as if he sustained his left distal radius fracture in June of 1996, and immediately he was treated by Dr. Kupfer by placement of an external fixator. Apparently, his carrier switched his care from Dr. Kupfer to Dr. Richard Braun who followed him in the external fixator for several months. Once the external fixator was removed, apparently, his distal radius had not healed, and he developed some collapse. The patient may then have had an osteotomy and placement of a plate and bone graft, which subsequently failed. He then was treated on two different occasions with an attempt at radiocarpal fusion, once with pins and then once with a plate. The plate has recently broken. The patient relates that Dr. Braun has recommended further surgery with bone grafting. Apparently, the patient has also seen another physician, who recommends that he have a total wrist fusion. Of note is that the patient's injury was quite severe and has lead also to an acute carpal tunnel syndrome, which was treated by carpal tunnel release. In addition, he had volar and dorsal compartment syndromes in the forearm, which are also treated by compartment release.

PAST MEDICAL HISTORY:

Medical Problems:	Asthma and, recently, bronchitis.
Surgeries:	Previously ankle ORIF in the 1980's.
Medications:	Albuterol and Biaxin.

PHYSICAL EXAMINATION: On physical examination, the patient is a pleasant, well-developed man in no acute distress, initially wearing a short arm cast. Out of plaster, it is demonstrated that he has excellent digital motion. Radial, median, and ulnar motor and sensory function are intact. The superficial branch of the

03-11-99

HAND CLINIC - Page 2 - continued

radial nerve is intact. He has an extensile volar palmar and distal forearm carpal tunnel incision. There is also an FCR approach incision. Both are well healed and non-tender. The radial aspect of the index metacarpal and at the mid shaft of the radial side of the radius, there are also well healed incisions, which are non-tender and are secondary to the previously placed external fixator. In addition, volarly and dorsally, there are mid forearm wounds secondary to the previous fasciotomies. These are also well healed and are non-tender. The left wrist is remarkable for a deformity, which is apex dorsoradial. The distal ulnar is palpably absent secondary to a Darrach procedure. This area is painful to palpation and to forearm rotation. The distal radial metaphyseal area is tender to palpation and to attempted flexion and extension. There is some motion at the level of the wrist, which has an arc of about 20 to 30 degrees.

X-RAYS: The patient brings in a large jacket of radiographs, which he had to take with him before I could formerly read them all, and dictate them. However, to my recollection, after reviewing them all, it is noted that the patient, in June of 1996, sustained a very severe distal radius fracture involving the ulnar styloid and the distal radius. The distal radius fracture entered the radiocarpal joint and the distal radioulnar joint and was highly comminuted, associated with dorsal displacement of the distal radius and carpus off the shaft of the distal radius. The subsequent reduction and the external fixator restored the anatomy considerably, although there was still some mild to moderate incongruity in the radiocarpal and distal radioulnar joints. Subsequently, there were radiographs demonstrating poor union of the metaphysis of the distal radius. There were multiple radiographs that demonstrated small fragment plates internally fixing the distal radius with limited union. Subsequently, there were radiographs that demonstrated a Darrach procedure and a radiocarpal fusion utilizing K-wires. Following failure of this fusion, there was another series of radiographs that demonstrated the use of a radius plate to perform radiocarpal fusion. Finally, the last radiographs, in December of 1998, demonstrate a healed radiocarpal fusion with fracture of the plate at the level of the distal radial metaphysis, with indication that the fusion had fused but the patient's metaphyseal portion of his fracture, which had never really healed very well, continued to have an nonunion.

03-11-99

HAND CLINIC - Page 3 - continued

IMPRESSION: Status post severe left dominant distal radius fracture with radiocarpal and DRUJ involvement and severe metaphyseal and articular comminution. It does not appear, despite multiple attempts at bone grafts, that the distal radius has been able to heal. The articular incongruity problem has been treated with a radiocarpal fusion, but it appears that his reconstruction has failed primarily secondary to nonunion of the distal radial metaphysis.

PLAN: At this point, I am pessimistic regarding achieving union at this level. However, one could attempt to do so with another trial at internal fixation having purchased distally at the level of the fusion mass and proximally along the radius. This would entail bone graft and possibly further shortening of the distal ulna. Another consideration could be to attempt to supplement this area of nonunion with a vascularized bone graft utilizing the fibula. Another approach that would probably be more likely to succeed would be a total wrist fusion. I believe that the sacrifice of motion would be minimal since the patient's mid carpal joint is likely very stiff (and a radiocarpal fusion would probably still have minimal motion at the mid carpal joint). If a total wrist fusion were performed, the issue of purchase on the distal portion of the fusion would be less of an issue. This could be done with the Synthes total wrist fusion plate and iliac crest bone graft. Again, if this sort of fusion did not succeed, I would recommend free vascularized fibular transfer.

03-11-99

HAND CLINIC - Page 4 - continued

The patient has come to see me in second opinion, and he is free to return to his previous physicians if he wishes.

Reid Abrams, M.D.

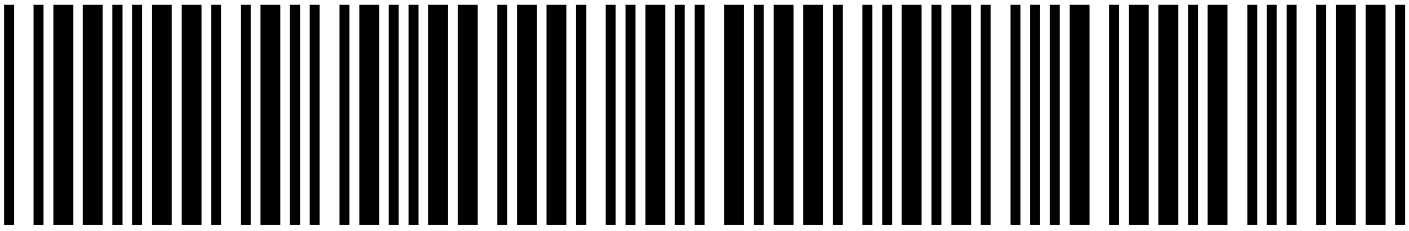
RA/tc10215S.RA

D: 03-11-99
R: 03-12-99
T: 03-14-99

cc: Rick Hollifeld
1042-A South Anza Street
El Cajon, California 92020

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: TREATING PHYSICIAN LETTER - EXHIBIT (14)

Document Date: 05/17/1999
MM/DD/YYYY

Author: DR. REID ABRAMS

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Received Date
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UCSD MEDICAL CENTER
200 WEST ARBOR DRIVE, 8894
SAN DIEGO, CALIFORNIA 92103-8894

Letter by Fax 579-2483, Total Pages: 1

May 17, 1999

Rick Hollifield
1042 "A" South Anza Street
El Cajon, CA 92020

Dear Mr. Hollifield:

In layman's terms, I'll describe the injury to your wrist. Basically, your wrist was fractured at the level of the wrist joint and did not heal. Due to post-traumatic arthritis, your wrist was partially fused. The fusion healed, but a portion of the fracture has not healed, and the nonunion has caused the plate to break. Though there are many possible treatment options, your doctor proposes the most definitive treatment is to perform a total wrist fusion.

If I can be of further assistance, please give me a call.

Thank you.

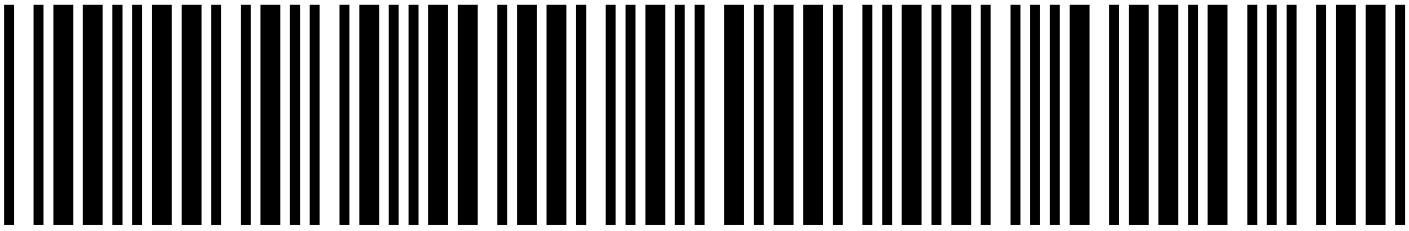
Sincerely,

Reid A. Abrams, MD
Chief, Hand & Microvascular Surgery
University of California, San Diego

RA/cs

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Document Type: MEDICAL DOCS

Document Title: DISABILITY CERTIFICATION - EXHIBIT (15)

Document Date: 01/04/2001
MM/DD/YYYY

Author: DR. REID ABRAMS

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MR 1785866-3
HOLLIFIELD, RICK A
PT 40935264 OA-O
M 01/22/65
B94 MDCR PART B
EXP 11/30/00
Patient Identification

WORK/SCHOOL ABSENCE

OPC
ORTHO 01030
67)

This patient was seen in the _____ Clinic on _____ for _____.

This patient is ☐ able ☐ unable to attend work/school for ____ ☐ days ☐ weeks.

Limitations: ~~from~~ 3/99 - approx. present + pt. unable to work due to disability in (L) upper ext. Pt. MDW P&S & able to [illegible] rehabilitated via VOC. 1/4/01 rehab.

D253(R1-96)3

Physician Signature

Date

Reset Form Print Form

DOCUMENT SEPARATOR SHEET

Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: Argo Group Chronological Record Report

Document Date: (Dated 08/28/1996 – 03/16/2026)
MM/DD/YYYY

Author:

Office Use Only

Received Date:
MM/DD/YYYY

ARGO GROUP

CHRONOLOGICAL RECORD REPORT

Claim :	62 103499 0	**Employee Code :**	-	**Chron Topic :**	-	**Date Range :**	-	**To :**	-
Claim Type :	X	**Coverage Type :**	WC	**Date of Loss :**	08/28/1996	**Claimant :**	HOLLIFIELD RICK		
Compensablity :	A	**State of Jurisdiction :**	CA	**Birth Date :**	01/22/1965	**Age :**	61	Download PDF	

Employee Code	Employee Name	Topic	Date of Entry	Chron Note Detail
100	GRAY	AP	12/11/2001	Manager's Diary - file reviewed.
100	GRAY	AP	09/18/2001	Manager's Diary.
100	GRAY	AP	08/20/2001	Manager's Diary.
100	GRAY	AP	05/08/2001	Manager's Diary - File reviewed.
100	GRAY	AP	11/14/1998	Manager's Diary: File reviewed.
100	GRAY	AP	06/18/1998	Manager's Diary: File reviewed.
100	GRAY	AP	03/09/1998	Manager's Diary: File reviewed.
100	GRAY	AP	11/25/1997	Manager's Diary: File reviewed.
100	GRAY	AP	08/25/1997	Manager's Diary: File reviewed.
100	GRAY	AP	07/07/1997	Manager's Diary:: File rviewed.
100	GRAY	AP	12/10/1996	Manager's Diary: File reviewed.
160	CUMPIAN	AP	06/19/2002	Have rec'd no further correspondence from app. File closed.
160	CUMPIAN	AP	10/30/2001	Diary review: To date, the applicant has not refiled his DOR. We will continue to monitor for another 90 days. If no DOR filed at that time, we will consider closing the file.
160	CUMPIAN	AP	08/20/2001	Rec'd notice from the SD WCAB that they have rejected the app. DOR due to the following reasons: 1. We objected to the DOR 2. Efforts to resolve issue not specified or not sufficient Based on the above, the SD WCAB will not schedule a hearing date. We anticipate that the app will refile the DOR.
160	CUMPIAN	AP	07/24/2001	Diary review: The app has filed a DOR requesting

				that the case be set for a hearing at the WCAB to rescind the Petition for Credit based on the fact that his condition has not gotten better. We objected to the DOR stating that this matter has been resolved and that the Petition for Credit stands as the applicant did not object timely to the Petition for Credit, nor has he provided receipts to "chip away" at the $100,000+ credit. We await a response from the WCAB. POA: Await response from WCAB re: app DOR. Reserves reviewed: Adequate at this time.
160	CUMPIAN	AP	04/10/2001	Diary review: The new app atty has indicated that the app intends to provide receipts to chip away at the $100,000+ credit we have on this file. To date, we have not rec'd any receipts. The app has called several times as he has dismissed his atty and is now in pro per. He wants authorization for medical care. We have explained the Petition for Credit on this case. POA: Await receipts from app. If none by end of year, file will be closed. Reserves reviewed: Adequate at this time.
160	CUMPIAN	AP	03/15/2001	Reserves reviewed for adequacy. Reserves adequate at this time.
160	CUMPIAN	AP	02/15/2001	Diary review: The app has called the d/a asking for authorization for medical care. We explained to the app that we have an approved Petition for Credit for over $100,000. He must provide documentation that he has spent this amount in connection w/ his w/c case before we would provide further benefits. He states that he will submit this documentation.
160	CUMPIAN	AP	01/11/2001	Rec'd Substitution of Atty from app. He was subbed out his atty, Dean Goetz, Esq. and subbed himself in as In Pro Per. POA: Await receipts towards credit.
160	CUMPIAN	AP	09/22/2000	Rec'd no correspondence from app. civil atty regarding receipts to apply against credit.
160	RAWSON	AP	11/16/1998	REC'D NOTICE FROM THE SD WCAB THAT THE CASE HAS BEEN SET FOR A PRETRIAL CONFERENCE ON 12/08/98 AT 8:30 AM IN FRONT OF

				JUDGE DIETTERLE.
160	RAWSON	AP	06/16/1998	Rec'd p/c from Doris Harrah, nurse case mgr. The clmt has surgery on 06/11/98 at Sharp Hospital. This went well. The clmt was last seen on 06/15/98 to remove some drains. His condition is guarded at this time. His next appointment is scheduled for 06/22/98 with Dr. Braun. The doctor has anticipated that this is the final surgery.
160	RAWSON	AP	08/11/1997	The clmt was I/s by Dr. Braun on 08/11/97. The clmt will undergo another wrist surgery at the beginning of Sept 1997. He is TTD until then.
160	RAWSON	AP	06/30/1997	Rec'd p/c from Doris Harrah, Med. Case Mgr. The clmt was I/s by Dr. Braun on 06/30/97. The clmt continues to have slow bone growth even with the bone growth stimulator. The clmt has discontinued all PT. He is to continue w/ a home exercise program. The dr will decide if he needs a fusion at the next appt on 08/11/97.
160	RAWSON	AP	05/29/1997	Spoke with the medical case manager, Doris Harrah, in detail regarding this claim. The clmt continues to have improvement in his wrist. He is 2mo post sx. He is in need of an additional sx. The clmt's bone is not forming as fast as the dr would like and he is considering the use of a bone growth stimulator. The clmt has decreased his PT from 3x week to 2x week.
160	CUMPIAN	LT	10/27/2000	The claimant retained an attorney, Dean Goetz, Esq., shortly after the injury date. With the agreement of the applicant's attorney, we had planned to resolve this case via 3rd party Compromise & Release with no further monies being paid on the workers' compensation case as he received a $200,000 settlement in his 3rd party case. Since the treating doctor did not issue a permanent & stationary report, the workers' compensation judge would not approve the 3rd party Compromise & Release. Therefore, we received a petition for credit in the amount of $128,910.35 approved by Judge Dietterle at the San Diego Workers' Compensation Appeals Board dated 01/28/99. If the applicant's attorney did not agree with the Petition for Credit, he had the right to appeal. Attorney Goetz did not file an appeal. The statute of limitations is 5 years

				from the date of injury to continue litigation at the Workers' Compensation Appeals Board. Although our file has been administratively closed, the file is still open at the Workers' Compensation Appeals Board as, technically, the case has not been resolved.
160	CUMPIAN	MT	10/27/2000	At the initial time of his injury the claimant underwent emergency left wrist surgery with Dr. Kupfer. The claimant was referred to Dr. Richard Braun, a well known hand surgeon, as his primary treating doctor. Due to the serious nature of this injury, I assigned a nurse case manager, Doris Harrah with Corvel, to monitor the medical treatment on this claim. While under the care of Dr. Braun, the claimant underwent 8 additional surgeries to his left wrist. Doris Harrah advised me that Dr. Braun was attempting to save as much motion in the wrist as possible versus a total fusion wherein the claimant would lose all mobility in the wrist joint. The doctor verbally stated to the nurse case manager, Doris Harrah, that the claimant was permanent & stationary as of 10/02/98 and that he would issue a report accordingly. The doctor's office did not issue this report. The claimant then returned to Dr. Braun on 12/09/98 complaining of pain in his left wrist. He was diagnosed with a broken bone plate in the distal forearm area that needed surgical repair. Since the claimant settled his third party claim and a check was issued on 11/04/98 resolving the third party case, I advised the doctor's office that we were seeking a credit in the workers' compensation case and that the claimant was responsible for payment per Labor Code 3861. Per the claimant's recent lawsuit, the lawsuit states that he did undergo left wrist fusion by different doctor in 3/99.
160	CUMPIAN	PA	07/24/2002	Since we have had no correspondence from the applicant, file closed.

160	CUMPIAN	PA	11/27/2001	We received notice from the Workers Compensation Appeals Board that they refuse to set this case for a hearing as the applicant efforts to resolve the dispute is not specified or not sufficient dated 08/09/01. The applicant has not refiled his request for a hearing at the Workers' Compensation Appeals Board. The applicant recently contacted the defense attorney stating that he has receipts to apply against our credit. He states that he will send copies of all receipts. When said receipts are received, we will review to see if they apply to our credit.
160	CUMPIAN	PA	08/15/2001	The applicant has dismissed his malpractice lawsuit against his treating doctor, Dr. Richard Braun. He has written to the Workers' Compensation Appeals Board asking for a hearing date so that the Petition for Credit in the amount of $128,910.35 be dismissed and we provide additional workers' compensation benefits. He states that he is no better and he needs additional benefits. We have objected to this request as the applicant received $128,910.35 in his third party case. The law is clear that the applicant must provide receipts for monies spent in this amount that are directly related to this workers' compensation claim before the defendant is responsible for further benefits. To date, no receipts have been received. We await a decision from the Workers' Compensation Appeals Board.
160	CUMPIAN	PA	01/17/2001	File was reopened as the applicant has filed a new lawsuit. This attorney for his new lawsuit has stated that he will file receipts to go against the credit on this file. To date, we have not received any receipts or correspondence. We will continue to monitor this file for receipts that would reduce our credit amount of $128,910.35. Since the last status, the applicant has filed a substitution of attorney indicating that he is now representing himself "in pro per".
160	CUMPIAN	PA	10/27/2000	File was reopened as the applicant has filed a new lawsuit. This attorney for his new lawsuit has stated that he will file receipts to go against the credit on this file. To date, we have not received any receipts or correspondence. We will continue to monitor this file for receipts that would reduce our credit amount of $128,910.35.
160	CUMPIAN	PD	10/27/2000	I advanced a total of $3000 in permanent disability advances. The

				estimated amount of permanent disability would be $16,277.50 that equals 25% in permanent partial disability. We received a credit in the amount of $128,910.35. This exceeds permanent disability.
160	CUMPIAN	RC	08/18/2000	File reopened as the applicant's civil atty has stated that he intends to provide receipts to apply to our credit that was approved by the WCAB.
160	CUMPIAN	SB	10/27/2000	We received a credit of $128,910.35 against any future workers' compensation benefits.
160	CUMPIAN	SR	10/27/2000	This claim involves a 31-year-old laborer who fell 12 feet from a ladder while working. The claimant sustained severe fractures to his left wrist. The claimant is left hand dominant. He also sustained a hairline fracture to his left 8th rib that did not require medical treatment. The claimant has retained an attorney who claimed injury to the left upper extremity and the left 8th rib. He also alleged a back injury and a left lower extremity injury. We denied liability for the back and left lower extremity as we have no medical evidence of injury to the back and left leg. Throughout the entire period of medical treatment (over 2 years), the claimant did not make any complaints of back or left leg pain to his treating doctor per the medical reporting. The claimant has filed a 3rd party liability case against Olsen Steel, the other contractor on the jobsite at the time of the injury. Since this is an OCIP, Argonaut Insurance Company was also the liability carrier for this project.
160	RAWSON	SR	01/19/1999	The claimant has resolved his 3rd party case for $200,000. We attempted to settle this case via 3rd party Compromise and Release. The doctor was to write a permanent & stationary report so that we could resolve the case. However, when the claimant was seen by the doctor, he determined that still yet another surgery was needed and refused to make the claimant permanent & stationary. Therefore, we filed a petition for credit in the amount of $128,910.35, which is the net amount the claimant received in his third party settlement. The claimant must provide this amount in receipts before we are responsible for payment. Once the petition for credit is approved, we will close our file.
160	RAWSON	SR	10/12/1998	The claim is in a settlement posture. The claimant's treating doctor states that he is permanent &

				stationary as of 10/15/98 and that the claimant is a Qualified Injured Worker and entitled to vocational rehabilitation. The attorney's for the applicant's worker's compensation and third party case are attempting to resolve both cases together. Since we have not received the doctor's permanent & stationary report, we do not know the exact amount of permanent partial disability. The potential deal is $200,000 from the general liability and no additional monies paid on the workers' compensation side. This would resolve the entire case.
160	RAWSON	SR	10/11/1998	The claim is in a settlement posture. The claimant's treating doctor states that he is permanent & stationary as of 10/15/98 and that the claimant is a Qualified Injured Worker and entitled to vocational rehabilitation. The attorney's for the applicant's worker's compensation and third party case are attempting to resolve both cases together. Since we have not received the doctor's permanent & stationary report, we do not know the exact amount of permanent partial disability. The potential deal is $150,000 from the general liability and $50,000 from the workers' compensation side. We would owe no additional monies, i.e. vocational rehabilitation. Reserves would increase approx. $8500 . Please advise.
160	RAWSON	SR	07/23/1998	The claimant underwent bone graft surgery to his left wrist on 06/11/98. He was last seen by his treating doctor on 06/22/98. He is to begin a home exercise program and is to have a cast on until his next appointment on 07/27/98. The claimant remains on temporary total disability. We continue to monitor this claim for a permanent & stationary determination.

160	RAWSON	SR	04/14/1998	The claimant was last seen by his treating doctor on 04/06/98. He is requesting another surgery to the claimant's left wrist. This surgery is to remove the pins from the last surgery, shorten the ulnar bone, remove the distal scafoid bone and graft this bone to the wrist for a proper fusion. This surgery was scheduled for 04/09/98 but was cancelled at the last minute as the claimant was getting over a severe chest cold. It is in the process of being rescheduled. We will continue to monitor this claim for permanent & stationary determination.
160	RAWSON	SR	01/14/1998	The claimant underwent yet another surgery to his wrist on 10/30/97. The wrist was fused and an external fixator was put in position. The claimant was last seen by his treating doctor on 12/23/97 wherein the pins of the fixator will be removed. An evaluation will be done at that time to determine if the pins holding the bone graft and fracture can be removed. This has been authorized and we are currently awaiting a surgery date. The doctor feels that if all goes well, the claimant may be permanent & stationary by March 1998. We continue to monitor this claim for a permanent & stationary determination.
160	RAWSON	SR	10/17/1997	The claimant has had continued pain and swelling in the left wrist. The treating doctor has decided to operate yet again for a complete fusion of the left wrist. This surgery is scheduled for 10/30/97. The claimant remains on temporary total disability. We will follow up with the doctor for a permanent & stationary determination.
160	RAWSON	SR	07/23/1997	The claimant underwent a major reconstruction surgery on the wrist on 03/20/97. He was in surgery for 6 hours. The claimant was last seen by the treating doctor on 06/30/97. He remains on temporary total disability. His next appointment is scheduled for 08/11/97. The doctor will decide at that time if another surgery is needed. We will continue to monitor this case for a permanent & stationary determination.
160	RAWSON	SR	04/16/1997	The claimant underwent a major reconstruction surgery on the wrist on 03/20/97. He was in surgery for 6 hours. The claimant was last seen by the treating doctor on 04/02/97. He remains on temporary total

				disability. His next appointment is scheduled for 04/23/97. We will continue to monitor this case for a permanent & stationary determination.
160	RAWSON	SR	01/14/1997	This claimant was last seen on 01/13/97 by his treating doctor, Dr. Braun. The doctor is recommending another surgery to realign the left radius. The claimant is currently receiving temporary total disability benefits. He is disabled until 04/01/97 per the treating doctor. We will continue to monitor this case for a permanent & stationary finding.
160	RAWSON	SR	09/25/1996	This claim involves a 31 year old laborer who fell 12 feet from a ladder. The claimant sustained severe fractures to his left wrist. The claimant has undergone extensive surgery including bone grafting from his hip to repair this fracture. The claimant also sustained a hairline fracture to his left 8th rib. This does not require treatment. The claimant has retained an attorney who alleges a back injury and a left lower extremity injury. We are denying liability for these body parts as we have no medical evidence of injury to the back and left leg. The claimant is currently undergoing physical therapy. He was L/S by Dr. Braun on 09/18/96. The claimant is on TTD for 3 weeks. The doctor may consider modified duty at that time.
160	CUMPIAN	TD	10/27/2000	The claimant received temporary total disability payments from 08/29/96 to 10/02/98 at $490 per week for a total of $53,550.00.
160	CUMPIAN	VS	10/27/2000	Once again, there is a credit of $128,910.35 that would exceed the $16,000 limit allowed for vocational rehabilitation.
165	POWERS	CI	08/04/1998	Entered change of address for clmt in CWII: 1042-A South Anza Street; El Cajon, CA 92020. Submitted by AA Goetz. Ph # will not change.
165	POWERS	LM	07/29/1998	File & serve of medical file on AA Goetz,, cc: Michael Jones w/o meds.
165	POWERS	MD	06/29/1998	aux. refill of percocet #30 rx'd by Dr. Braun to RiteAid 444-2955.
165	ANDREWS	MD	03/10/1998	Rcvd status report dated 3/9/98 and dr. has ee TD. extended to 5/1/98. Ee to discontinue therapy.
201	ZIMMERMAN	MD	04/08/1998	REC'D CALL FROM MARY OF SHARP MEMORIAL HOSPITAL.

				(619)541-3729 REQUESTED AX FOR A BONE GRAPH SX TO HIS LEFT WRIST. PER DIANNA, I AX. DR.BRAUN WILL PERFORM SX TOMORROW AT 7:30 AM. REC'D STATUS REPORT DATED 4/6. (619)297-9200 EE WAS L/S: 4/6 AND IS TTD TILL 6/15, NEXT APPT. IN 1 MONTH. AX FOR LEFT FOREARM SURGERY REQUESTED, SEE NARARTIVE.
201	ANDREWS	MD	11/18/1997	Spk W/Jenny and ee had surg 10/30/97. EE l/s: 11/10/97 ee had cast placed on wrist and ee is to come in one week. Ee is TD until 3/1/98. N/A: not yet sched but ee is to f/u: wk of 11/24/97.
201	ANDREWS	MD	09/23/1997	Spk W/Jennifer @ Dr. Baum's and ee l/s: 8/11/97. EE is sched to have surg. 10/30/97 w/a pre-op apt on 10/29/97. EE TTD.
201	ANDREWS	MD	09/09/1997	Spk w/Lee @ Dr. Braun's and ee's surg has not yet been sched. Dr. is out of the office until 9/15/97 and Dr. has the chart. Per Lee Dr. was looking into the chart to clarify some questions as to what exactly was to be done by way of surg for ee. EE continues to be TD until surg.
201	ANDREWS	MD	08/20/1997	Spk W/Pharmacy and I ok'd prescription of Trazadone per Dr. Wilson.
201	ANDREWS	MD	07/15/1997	Spk w/Marleen @ Dr. Baun's (619)287-4477 & ee n/a: 8/11/97 ee is ttd up to 9/1/97.
201	ANDREWS	VR	08/18/1997	90 day QRR referral has been faxed over to Rehab West (619)593-6996. I will mail over hard copy.
303	DEHART	AP	01/24/1997	P/C FROM PHYLLIS BRADY - CLAIMANT WILL BE MOVING THIS WEEKEND - NEW ADDESS: 734-A SOUTH ANZA STREET, EL CAJON, CA. 92020 - (INFO CHANGED).
303	DEHART	MD	10/05/1998	s/w Doris Harris (cn) 619-268-7330 - l/s 10-2 P&S and QIW -
303	DEHART	MD	05/01/1998	CWW JAZELLE AT DR. BRAUN'S 619-297-9200 - L/S 4/6 4/9 SURGERY DATE RESCHED FOR 6/11 W/PRE/OP 6/10 - DUE TO CHEST COLD.
303	DEHART	MD	05/20/1997	S/W MARLENE AT DR. BRAUM - L/S 4/23 N/A 5/20 STATUS: TTD TIL 7/1/97

303	DEHART	MD	04/04/1997	S/W JENNIE AT DR. BRAUM 619-287-4477 - L/S 4/2 TTD TIL 6-1-97.
303	DEHART	MD	11/19/1996	S/W MARLENE AT DR. BRAUM - L/S 11/7 SURGERY 11/19 POST OP 12/12/96 TTD TIL 1/30/97.
303	DEHART	MD	11/06/1996	P/C FROM VICKIE AT THRIFTY DRUG REQUESTING AUTH. FOR REFILL ON TYLONYL #3 - DR. BRAUM - AUTHORIZED. - PHONE NO. IN PREVIOUS CHRON.
303	DEHART	MD	10/28/1996	P/C FROM DEBBIE AT THRIFTY DRUG REQUESTING AUTH. FOR REFILL ON TYLONYL #3 -AUTHORIZED (619) 670-5574.
303	DEHART	MD	10/21/1996	S/W MARLENE AT DR. BRAUM 619-287-4477 - L/S `10/11 N/A 11-7 STATUS: TTD TIL 1/30/97.
303	DEHART	MD	10/14/1996	P/C FROM DEBBIE AT THRIFTY DRUG - REQUESTING AUTH. FOR RE-FILL ON VICODEN AND NEW RX FOR CORDRAN TAPE (FOR SCAR AND INFLAMATION) PER DR. BRAUM - AUTH.
303	DEHART	MD	10/07/1996	S/W TANYA - DR. BRAUM - 619-287-4477 - 10/7 X-RAYS DONE TODAY N/A 10/11.
303	DEHART	MD	09/24/1996	DR. RICHARD BRAUM - 619-287-4477- S/W BETH L/S 9/18 N/A 10/7 STATUS: TTD TIL 12/1/96.
498	CRISTOBAL	AP	03/16/2026	The claimant has filed a notice of intent to file petitions for sanctions/costs and penalties due to extrinsic fraud, perjury, collusion and contempt. I sent an email to Alan Sagherian at MSKW to see if they can take the case and file a response. The prior firm Teston Law has not seemed willing to assist us and their file has been destroyed and the attorney that was on the case at the time no longer works for their firm.
498	CRISTOBAL	AP	02/27/2026	90/180 Day Reserve Review DATE: 2/27/2026 DESCRIPTION OF INCIDENT/ACCEPTED INJURIES: This claim involves a 31-year-old laborer who fell 12 feet from a ladder while working. The claimant sustained severe fractures to his left wrist. The claimant is left hand dominant. He also sustained a hairline fracture to his left 8th rib that did not require

				medical treatment. COMPENSABILITY: Accepted CURRENT MEDICAL STATUS/MEDICATIONS: No medical as we have a third party credit. LITIGATION STATUS: Not litigated. The claimant subbed out his attorney and is in pro per SUBROGATION STATUS: No Subrogation MEDICARE/SSDI STATUS: The claimant is 61 and not Medi-Care eligible SETTLEMENT EXPOSURE: The claims was never formally settled because we do not have an MMI report, however, the claimant settled his third party claim and we have a credit against all WC benefits in the amount of $128,910.35. POA TO RESOLVE CLAIM: The claimant is trying to receive medical treatment and retro TD. I advised him we have a third party credit and he needs to provide receipts to show he has satisfied the credit before we can allow treatment. The claimant filed a complaint with the department of insurance. I responded to the complaint. There has been no activity since the complaint in November 2025. If there is no activity by the next diary, I will close the file. RESERVES SUPPORT CURRENT KNOWN EXPOSURE: IND: $2.0 MED: $25,000.00 ALLOC: $9,000.00
				We received a complaint from the Department of Insurance in November 2025. I responded and there has been no activity on the file since then.
498	CRISTOBAL	AP	12/10/2025	I received a child support lien. I advised the claimant is not receiving any benefitrs and his claim closed in 2002.
498	CRISTOBAL	AP	09/18/2025	File requested from storage. The claimant has now filed an Audit Complaint form with the Division of Workers Compensation. He is asking the Judge to order his prior attorney to pay for a new attorney out of the funds he received. He is also asking

				for reinstatement of TD and medical and voc rehab, Technically the case remains open for future med, but before we can pay for it, the claimant has to prove he has exhausted the credit of $128, 910.35. The attorney handling the claim while it was open was Michael Jones, of Adelson Teston. I will contact the DA?s office to see if they have still have their file. We do not have a copy of the file and I will see if we can request it from storage. On 07/22/25, I was transferred a call from a claimant very upset saying his claim is not closed and we owe him 2 million dollars File #62-103449. I looked in the file and it was closed in 2002. The issue here is the claimant had a third party case and the parties were going to settle by 3rd party C&R. The Judge would not approve it because he was not MMI, however he did approve a credit in the amount of $128,910.35. The claimant was told he needed to pay that amount before we could resume any benefits. The AA apparently filed an App to dismiss the petition for credit, because the claimant was stating his condition had not changed and he needed treatment, but the AA was not clear in the reasons and the WCAB rejected his app. The AA never refiled for a hearing . The claimant contacted the DA in 2001 to say that he has receipts to apply against our credit, but he never sent them in. There has been no contact since 2001. Today I spoke to the claimant and I tried to explain to him that I can?t do anything for him unless he submits the receipts. He kept saying he had them but did not acknowledge he would send them in. I told him to speak to his attorney and he said he does not have an attorney because he does not trust them. He said he was going to go on every blog and social media and voice how he had been screwed over. He was very angry and kept screaming and saying he needs us to pay him benefits. I told him again I could not help him until he submits the receipts.
498	CRISTOBAL	IV	09/29/2025	ISO report shos the Argo claims in 1996 and 2 prior to those. No impact on this claim.
498	CRISTOBAL	RC	09/18/2025	Reopening claim as the claimant has come back and is requesting benfits
JJJ	HIGHFILL	AP	12/16/2003	RECED LIEN FROM CALIFORNIA COMP RECOVERY FOR DR. BRAUN

$ 9731.57

ASKING TO TAKE $ 8700

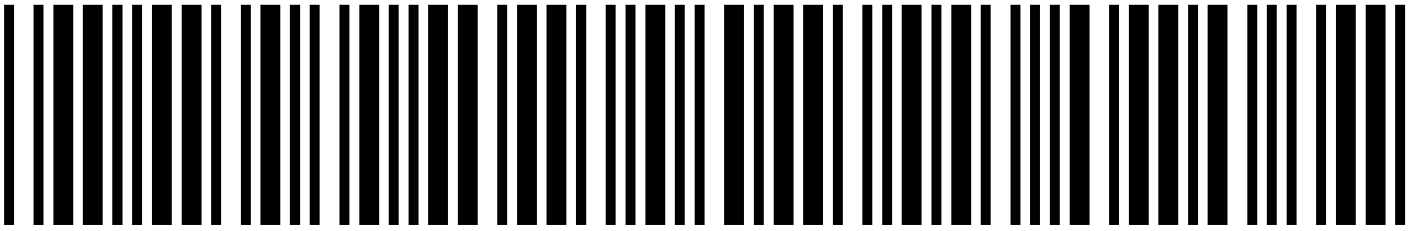
PULLED FILE FROM STORAGE:

HAVE APPROVED PETITION FOR CREDIT OF OVER $ 128K

CALLED LIEN HOLDER, ADVISED OF ABOVE
THEY NEED TO GO AFTER EE DIRECT

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Proof of Service by Mail

I declare that:

I am (resident of / employed in) the county of Onslow, North Carolina

I am over the age of eighteen years, my (business / residence) address is:

313 Quail Ridge Rd., Jacksonville, North Carolina 28546

On _____, I served the attached Petition to Set Aside and Vacate Order Granting Credit; Memorandum of Point and Authorities and Exhibits: (1-16)

on the parties listed below in said case, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully paid, in the United States mail at Jacksonville addressed as follows:

WORKERS' COMPENSATION APPREALS BOARD
7575 METROPOLITAN DRIVE, SUITE 202
SAN DIEGO, CALIFORNIA 92108-4402

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A,
Westminster, California 92683

ARGO GROUP
PO Box 469012,
San Antonio, TX 78246

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on

(date) _____, at Jacksonville, North Carolina

Type or print name Jennifer Gonzales

Signature _____