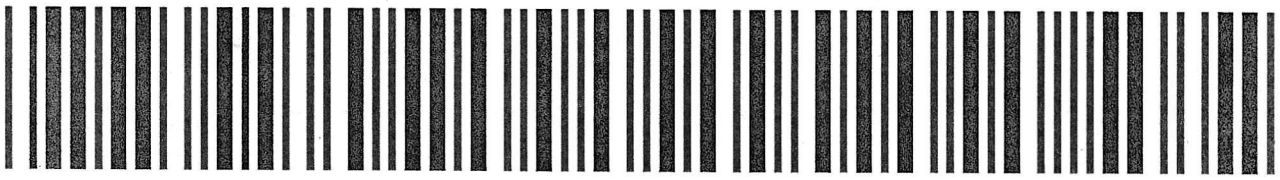
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STATE OF CALIFORNIA
DWC DISTRICT OFFICE

DOCUMENT COVER SHEET



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

More than 15 Companion Cases ☐

08/28/2026
Date:(MM/DD/YYYY)

SSN: xxx-xx-7414

☒ Specific Injury

ADJ2940450
Case Number 1

☐ Cumulative Injury

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

(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: 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

08/28/2026
(Start Date: MM/DD/YYYY)

11/09/1998
(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: 320

Body Part 3: 340

Body Part 4: 842

Other Body Parts: 500

Rick Hollifield, Applicant Pro Per
[redacted]

Date: September 6, 2026

TO THE PRESIDING WORKERS' COMPENSATION ADMINISTRATIVE LAW JUDGE

WORKERS' COMPENSATION APPEALS BOARD

San Diego District Office
7575 Metropolitan Drive, Suite 202
San Diego, CA 92108-4424

- **RE: APPLICANT:** RICK HOLLIFIELD
- **DEFENDANT:** ARGONAUT INSURANCE COMPANY; THE CITY OF SAN DIEGO METROPOLITAN WASTEWATER DEPARTMENT
- **CASE NO. (EAMS ADJ NO.):** ADJ2940450 (Legacy No: SDO0222978)
- **HEARING TYPE:** Mandatory Settlement Conference (MSC) via Video
- **HEARING DATE:** Tuesday, October 27, 2026

SUBJECT: SUBMISSION OF PETITION TO VACATE AND SET ASIDE ORDER GRANTING CREDIT, MEMORANDUM OF POINTS AND AUTHORITIES, EXHIBITS 1-16; APPLICANT'S TRIAL BRIEF, MEMORANDUM OF POINTS AND AUTHORITIES, AND MASTER INVENTORY OF EXHIBITS 17–31 FOR THE OCTOBER 27, 2026 MSC

HONORABLE PRESIDING JUDGE GILMOR,

I am the Applicant in the above-referenced matter, representing myself *pro per*. Because I permanently reside out of state in **North Carolina** and do not have access to the electronic EAMS filing portal, I am submitting my formal **Trial Brief, Memorandum of Points and Authorities, and Supporting Exhibits (17 through 31)** via United States Certified Mail pursuant to Board rules.

A separate copy of this complete legal packet has been concurrently served upon the Defendant's attorney of record via tracked U.S. Mail with a signed Proof of Service attached.

The core issues currently in dispute before this Board include:

1. **Unlawful Third-Party Credit Extraction:** The carrier unilaterally executed a third-party credit and cut off my medical treatment on an unapproved Compromise and Release (C&R) that this Board explicitly suspended action on in 1998.
2. **Contractual Bar / Waiver of Subrogation:** The carrier knowingly concealed and violated an express Mutual Waiver of Subrogation mandated by the 1994 Sedgwick James City of San Diego Metropolitan Wastewater Department (MWWD) OCIP wrap-up policy.
3. **Fraudulent Concealment of Medical Records:** The carrier intentionally withheld vital medical records from the Board—specifically details of a broken internal plate in my wrist requiring urgent surgical hardware repair—to fraudulently secure an un-adjudicated credit.
4. **Diversion of Funds:** The carrier engaged in unauthorized self-help by diverting **$71,089.65** out of my $200,000.00 gross third-party settlement to pay an attorney without a signed Order Approving from this Board.

Because the upcoming Mandatory Settlement Conference on **October 27, 2026**, represents a strict discovery cutoff, I have pre-served my exact inventory of **Exhibits 1 through 31** directly to the defense attorney. On the day of the remote video conference, I intend to request that all 31 of my exhibits be explicitly integrated line-by-line into the final **Pre-Trial Conference Statement** to preserve my constitutional right to a fair trial.

I respectfully request that this Court review the enclosed arguments and exhibits ahead of the scheduled video hearing. Thank you for your time, consideration, and assistance in maintaining a transparent and equitable electronic record.

Dated: August 28, 2026

Respectfully Submitted,

Rick Hollifield

Rick Hollifield, Applicant Pro Per

STATE OF CALIFORNIA

WORKERS' COMPENSATION APPEALS BOARD

APPLICANT: RICK HOLLIFIELD

DEFENDANT: KVAAS CONSTRUCTION COMPANY; MWWD;
ARGONAUT INSURANCE COMPANY

CASE NO. (EAMS ADJ NO.): ADJ2940450 (LEGACY NO. SDO0222978)

APPLICANT'S PROPOSED ISSUES AND ITEMIZATION OF EXHIBITS 1 through 31 FOR EXPLICIT INTEGRATION INTO THE PRE-TRIAL CONFERENCE STATEMENT (FORM 10253.1)

TO THE DEFENSE ATTORNEY OF RECORD: JON GOWER

Pursuant to California Code of Regulations **8 CCR § 10759** governing remote appearances, the Applicant hereby serves this typed, explicit inventory of disputed issues and marked exhibits. You are hereby instructed and legally required to copy, paste, or physically transcribe these exact issues and individual exhibit descriptions into the master **Pre-Trial Conference Statement (PTCS)** during our mandatory "meet and confer" process for the upcoming **Mandatory Settlement Conference (MSC) scheduled for Tuesday, October 27, 2026.**

Any failure or omission to include these items one by one on the final PTCS form will be raised directly to the presiding WCAB judge on video as a bad-faith denial of due process and a violation of discovery notice rules.

SECTION 1: DISPUTED ISSUES TO BE WRITTEN ON THE STATEMENT

1. **Unlawful Credit / Lack of Standing:** Whether the carrier unilaterally executed an illegal third-party credit on an unapproved Compromise and Release (C&R) without a signed Order from the WCAB, in violation of Labor Code § 4600 and § 3861.
2. **Contractual Bar / Waiver of Subrogation:** Whether the carrier is contractually barred from claiming any credit or lien due to an express, mutual Waiver of Subrogation mandated by the 1994 Sedgwick James MWWD OCIP Wrap-Up Policy.
3. **Reimbursement of Self-Procured Medical Treatment:** Applicant requests full reimbursement for all self-procured surgeries, hardware repairs, and medical treatments forced by the carrier's unilateral benefit termination.

4. **Attorney's Fees, Penalties, and Sanctions:** Applicant requests penalties under Labor Code § 5814 and attorney's fees/sanctions under Labor Code § 5813 due to the carrier's fraudulent concealment of material facts (including a known broken internal wrist plate and active OCIP rules) and the unauthorized diversion of **$71,089.65** out of a $200,000.00 gross settlement.

SECTION 2: APPLICANT EXHIBITS TO BE ITEMIZED ONE BY ONE ON THE STATEMENT

(Note: Exhibits 1–16 are attached to Applicant's Petition to Vacate; Exhibits 17–31 are attached to Applicant's Trial Brief)

- **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) (granted 01/28/1999)
- **Exhibit 5:** Dr. Braun's (Post - OSA) Communication Sheet - Broken Plate X-rays, and authorization letter (12/09/1998)
- **Exhibit 6:** Dr. Braun requests for urgent medical authorization (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, 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)
- **Exhibit 17:** Metropolitan Wastewater Department OCIP Contract (RR-284112)
- **Exhibit 18:** Metropolitan Wastewater Department OCIP Contract (RR-290979)
- **Exhibit 19:** CorVel Case Manager, Doris Harrah's Handwritten Notes

- **Exhibit 20:** Mediation Brief (Hollifield v. Olsen Steel Inc. Case No. EC015235)
- **Exhibit 21:** 10-21-1998, Olsen Steel Rescheduled Trial to 12-04-1998
- **Exhibit 22:** 11-09-1998 - Check from Goetz Trust Account (unapproved C&R)
- **Exhibit 23:** 11-09-1998 - Dean Goetz Requested Dismissal of Olsen Steel Case
- **Exhibit 24:** 06-17-1999 Dr. Abrams Progress Report (Surgery was on 06/08/1999)
- **Exhibit 25:** 09-19-2000 - UCSD-Neurology-EMG-NCV-Lab-Report
- **Exhibit 26:** 11-16-2000 Abrams Progress Record
- **Exhibit 27:** Written statement/correspondence from Defendant Argonaut Insurance asserting that its historical claims records have been "destroyed."
- **Exhibit 28**: Written statement/correspondence from Division of Workers' Comp
- **Exhibit 29:** Mathematical accounting spreadsheet outlining the gross $200,000.00 settlement and the unapproved $71,089.65 attorney fee diversion.
- **Exhibit 30:** 10/19/1999 - SSA Reconsideration Letter
- **Exhibit 31:** Proof of Service by Mail verifying out-of-state service on Defendant's attorney of record.
-

Dated: August 28, 2026

Respectfully Submitted,

Rick Hollifield

Rick Hollifield, Applicant Pro Per

[redacted]

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Author: RICK HOLLIFIELD

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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, MWWD ARGONAUT INSUANCE COMPANY Defendant(s),	)	**CASE NO: ADJ2940450** APPLICANT'S TRIAL BRIEF AND MEMORANDUM OF POINTS AND AUTHOUITIES IN SUPPORT OF PETITION TO VACATE CREDIT AB INITIO DATE: OCTOBER 27, 2026 TIME: 1:30 P.M. JUDGE: NEIL GILMOR

I. INTRODUCTION & RELIEF REQUESTED

Applicant RICK HOLLIFIELD (In Pro Per) respectfully submits this Trial Brief and Memorandum of Points and Authorities. Applicant moves this Board pursuant to Labor Code § 5803 and Code of Civil Procedure § 473(d) to:

1. **Vacate and set aside *ab initio*** the January 28, 1999, Order Granting Credit due to extrinsic fraud, deliberate suppression of an active surgical emergency, violation of a binding judicial stay (*Sumner v. WCAB*), and breach of duties of candor under Bus. & Prof. Code § 6068(d) and Cal. Rules of Prof. Conduct 3.3.
2. **Deny, erase, and permanently bar** Defendant Argonaut Insurance Company's ("Argonaut") third-party credit claim under Labor Code § 3861 pursuant to:
   a. **The OCIP Co-Insured & Subrogation Bar:** Impermissible credit assertion against Settlement proceeds derived from an enrolled co-insured entity (Olsen Steel) under the Metropolitan Wastewater

Department (MWWD) Clearwater Initiative OCIP Program Master Contract (RR-284112 / RR-290979) Exhibit 17 (Page 30) and Exhibit 18 (Page 10, Sec. 13.2 – 13.2.3), and standard Sedgwick James 1990's wrap endorsement forms.

b. **Employer Negligence (Witt v. Jackson / Associated *Construction*):** Kvaas Construction's ("Kvaas") direct breach of safety oversight obligations under Section 23 (Page 12) of the MWWD Master Contract (Exhibit 17) and Labor Code § 6400.

c. **Violation of OCIP Risk Transfer Rules:** Argonaut's improper attempt to subrogate and claim offsets within a unified master wrap-up network designed specifically to eliminate cross-litigation and benefit clipping among project affiliates.

3. **Award Back Temporary Total Disability (TTD)** indemnity under Labor Code § 4650 spanning October 3, 1998, through January 4, 2001 ($57,750.00) principal based on the 1998 maximum rate of $490.00/week) due to unlawful self-help without genuine medical doubt (*Kerley v. WCAB*; *Rohrback v. WCAB*).
4. **Order immediate reimbursement and full future coverage** for medical care under Labor Code § 4600 necessitated by Argonaut's bad-faith concealment of medical findings (*Rohrback v. WCAB*).
5. **Impose Bad-Faith Sanctions** under Labor Code § 5813 and 8 CCR § 10421 for submitting misleading filings to procure an *ex parte* order while concealing an active hardware failure.
6. **Assess maximum statutory delay penalties of 25%** under Labor Code § 5814 across the entire affected class of benefits pursuant to *Gallamore v. WCAB* (1979) ($14,437.50).
7. **Award 10% annual statutory interest** under Labor Code § 5800 ($522,854.41), bringing the total monetary recovery to **$723,952.26**

II. EXHIBIT & LEGAL AUTHORITY INDEX

Exhibit / Legal Authority	Evidentiary Document / Core Precedent	Statutory Authority / Standard	Specific Legal Impact & Purpose II. FORMA
Exhibit 17 (Page 30) & Exhibit 18 (Page 10, Sec. 13.2–13.2.3)	MWWD Master Contract (RR-284112) & (RR-290979) City Manager Master (OCIP) Wrap-Up Authorization Docs	LC § 3861; General Insurance Law	Kvaas and Olsen Steel were co-insured under a single unified OCIP policy wrapper. Bars Argonaut from subrogating or taking credit from co-insured proceeds.
Exhibit 17 (Page 12, Sec. 23)	MWWD Master Contract (RR-284112) Mandatory Project Safety Oversight Provisions	LC § 6400; *Witt v. Jackson* (1961)	Establishes Kvaas's strict contract duty to provide site safety. Proves breach when supervisor ordered Applicant into Olsen Steel's hazardous zone.
***Kerley v. WCAB* (1971) 4 Cal.3d 223**	Supreme Court Binding Authority	LC § 4650, LC § 5814	Establishes that the only legal justification to delay or stop benefits is genuine medical/legal doubt. Proves Argonaut engaged in illegal self-help on Oct 2, 1998.
***Rohrback v. WCAB* (1983) 144 Cal.App.3d 896**	Appellate Court Binding Authority	LC § 4600, LC § 4650	Establishes continuous duty to pay when the carrier has knowledge of injury. Carrier cannot act unilaterally to stop benefits or ignore records in its file.

***Sumner v. WCAB* (1983) 33 Cal.3d 965**	Supreme Court Binding Authority	LC § 5001; 8 CCR § 10870	Holds C&R releases cannot forfeit rights without full worker understanding and explicit judicial approval. Validates WCJ Keith Dietterle's Dec. 8 stay. (OSA)
***Gallamore v. WCAB* (1979) 23 Cal.3d 815**	Supreme Court Binding Authority	LC § 5814	Defines penalty assessment: 25% penalty applies to the entire class of benefits unreasonably delayed, not just single checks.
Exhibit 19 (CorVel Case Manager Doris Harrah	Contemporaneous Handwritten Case Management Notes	LC § 4650; *Kerley v. WCAB*	Imputed CorVel agency knowledge that Dr. Braun recorded a speculative Nov. 1 P&S target date. Proves no P&S report existed on Oct 2, 1998.
Exhibit 4	WCJ Keith Dietterle's Order Suspending Action (Dec 8, 1998)	CCP § 473(d) *Sumner v. WCAB*; *Kulchar*	Establishes an active judicial freeze on C&R proceedings. Bypassing a stay *ex parte* constitutes extrinsic fraud, rendering orders void *ab initio*.
Exhibits 5 & 6	Treating Report of Dr. Richard Braun (Dec 9, 1998)	LC § 4600 *Rohrback v. WCAB*	Proves active hardware failure (broken wrist plate) requiring surgery. Destroys any "genuine medical doubt" under *Kerley*.
Exhibit 8	Argonaut Verified Petition for Credit (Dec 30, 1998)	Bus. & Prof. Code § 6068(d) *Brunski v. IAC*	Verified filing made under penalty of perjury suppressing Dr. Braun's surgery report to falsely claim P&S status and procure credit.

Exhibits **7 & 16**	Dianna Cumpian Memorandum (Apr 18, 2000) & Claims Log Entry (Oct 27, 2000)	Evidence Code § 1220; *Kerley v. WCAB*	Direct party admission proving actual knowledge (scienter) that no P&S report existed and that the WCJ would not approve credit under open medical status.

III. STATEMENT OF FACTS & PROCEDURAL SCHEME

1. The MWWD Master OCIP Contract Framework (RR-284112 / RR-290979) (Exhibit 17, Pages 12 & 30; Exhibit 18, Page 10)

The City of San Diego / Metropolitan Wastewater Department (MWWD) Clearwater Initiative operated under an Owner-Controlled Insurance Program (OCIP). Pursuant to Exhibit 17 (Page 30) and Exhibit 18 (Page 10, Sec. 13.2–13.2.3), the City Manager executed a single, unified master wrap-up program encompassing Workers' Compensation, General Liability, Builder's Risk, and Excess Liability across all participating public works entities.

General contractor Kvaas and subcontractor Olsen Steel were both enrolled co-insured contractors under this single master program. Furthermore, Exhibit 17 (Page 12, Section 23) mandated that Kvaas adhere strictly to all City safety standards and maintain active oversight over work conditions on the premises.

2. The 1994–2001 Sedgwick James OCIP Endorsement Architecture

During the mid-1990s, Sedgwick James administered and structured OCIP wrap-ups using standardized Insurance Services Office (ISO) and National Council on Compensation Insurance (NCCI) policy forms. To execute a complete wrap, Sedgwick James mandated specific blanket endorsements for all enrolled participants:

a. **Workers' Compensation:** NCCI Form WC 42 03 04 A (*Workers' Compensation and Employers' Liability Insurance Policy Waiver of Our Right to Recover from Others Endorsement*), explicitly waiving carrier recovery rights against the Metropolitan Wastewater Department

General Contractors, and Subcontractors on site. Sedgwick James issued these as **Blanket Waivers** to insulate all enrolled participants collectively from cross-carrier litigation.

c. **General Liability:** ISO Form CG 24 04 10 92 (*Waiver of Transfer of Rights of Recovery Against Others to Us*, Oct. 1992 revision), explicitly blocking the liability carrier from subrogating against third parties and site affiliates.

Under mid-1990s insurance construction rules, these executed wrap endorsements prevented Argonaut from separating its general liability interests from its workers' compensation exposures.

3. Direct Employer Negligence Under Section 23 and Cal/OSHA (*Witt v. Jackson*)

On the job site, Kvaas breached its contractual obligations under Exhibit 17 (Section 23) and statutory duties under Labor Code § 6400. A Kvaas supervisor issued a direct order commanding Applicant to cross over into an active, unmonitored blind drop zone operated by Olsen Steel:

a. **Olsen Steel (Creating Employer):** Operated a crane performing blind lifts without required signal persons or radio links (Title 8 §§ 4999, 5001).

b. **Kvaas Construction (Exposing Employer):** Directly ordered Applicant onto a ladder into that exact unmonitored drop zone.

Because Kvaas breached its contractually mandated safety duties under Section 23, Kvaas exhibits direct employer negligence. Under California law (*Witt v. Jackson*), this negligence is assigned a proportional percentage of fault that swallows and eliminates Argonaut's claimed credit.

4. Unlawful Benefit Cutoff Verified by CorVel Case Manager Notes (*Kerley* / *Rohrback*)

Argonaut unilaterally terminated Applicant's TTD indemnity on October 2, 1998, without a P&S report or judicial authorization, in direct violation of Labor Code § 4650 and *Kerley v. WCAB* (1971) 4 Cal.3d 223. Under *Kerley* and *Rohrback v. WCAB* (1983) 144 Cal.App.3d 896, an insurer has a continuing affirmative duty to pay benefits unless it possesses genuine medical or legal doubt.

Contemporaneous handwritten notes compiled by CorVel Medical Case Manager Doris Harrah, R.N., B.S.N., C.C.M. (Exhibit 19) document her conversation with Dr. Richard Braun. Dr. Braun noted a return date of October 15 and a speculative target P&S date of November 1 while telling Applicant no return appointment was needed. This confirms two facts:

a. Dr. Braun turned Applicant away without care while writing down hypothetical dates.

b. Because Dr. Braun noted speculative future dates, no actual P&S report existed on October 2, 1998. Halting benefits based on a speculative future target date constitutes illegal self-help under *Rohrback*, and CorVel's knowledge as Argonaut's agent is legally imputed directly to Argonaut.

5. Protection of Worker Rights Under Judicial Stay (*Sumner v. WCAB*)

On December 8, 1998, WCJ Keith Dietterle issued an Order Suspending Action (Exhibit 4), freezing all C&R proceedings. Under *Sumner v. WCAB* (1983) 33 Cal.3d 965, a Compromise and Release cannot forfeit an injured worker's statutory rights without full worker understanding and explicit judicial oversight. WCJ Keith Dietterle suspended action precisely because the record lacked the required medical clarity to approve a release. On December 9, 1998, Dr. Braun diagnosed an acute hardware failure —a broken wrist plate requiring emergency reconstructive surgery (Exhibits 5 & 6). Under *Rohrback*, Argonaut had actual knowledge of this

a broken wrist plate requiring emergency reconstructive surgery (Exhibits 5 & 6). Under *Rohrback*, Argonaut had actual knowledge of this critical medical report. Instead of providing care, Argonaut subverted the judicial stay on December 30, 1998, by filing an *ex parte* Verified Petition for Credit (Exhibit 8), concealing the broken plate and falsely representing to the Court that Applicant was P&S.

6. Party Admission of Scienter (April 18, 2000 / Oct 27, 2000)

Adjuster Dianna Cumpian logged a direct party admission (Exhibits 7 & 16): *"Since the treating doctor did not issue a permanent & stationary report, the workers' comp judge would not approve the 3rd party C&R."*

This log entry proves Argonaut acted with full actual knowledge (scienter) that Applicant was not P&S, establishing extrinsic fraud under *Kulchar* and bad faith under *Kerley*.

IV. MAPPING STATUTORY CODES & JUDICIAL PRECEDENTS TO DEFENDANT'S CONDUCT

Code / Precedent	Legal Doctrine	Argonaut's Specific Violation / Application
***Kerley v. WCAB* (1971)**	Genuine Medical Doubt Standard	Prohibition against unilateral termination of benefits without absolute medical proof. Cutting off TTD on Oct 2, 1998, violated this standard.
***Gallamore v. WCAB* (1979)**	Full Benefit Class Penalty Rule	Mandates that LC § 5814 penalties apply to the entire class of benefits unreasonably delayed/refused (all TTD and medical care), not individual checks.

***Rohrback v. WCAB* (1983)**	Duty of File Knowledge & Non-Unilateral Action	Carrier cannot ignore medical reports in its possession (Dec 9 hardware failure) or take unilateral self-help actions to offset or stop benefits.
***Sumner v. WCAB* (1983)**	Informed Consent & Judicial Oversight	Protects workers from improper C&R forfeitures. Validates WCJ Dietterle's stay and proves Argonaut's credit petition subverted mandatory oversight.
Exhibit 17 (p. 30) & Exhibit 18 (p. 10)	OCIP Co-Insured Rule	Anti-Subrogation / Co-Insured Bar. Prohibits an insurer from seeking credit or subrogation against settlement funds derived from a co-insured (Olsen Steel) under the same master policy wrapper.
NCCI WC 42 03 04 A / ISO CG 24 04 10 92	Sedgwick James Blanket Waivers	Contractual Waiver Bar. Establishes that mandatory blanket subrogation waivers bind Argonaut across workers' comp and GL within the OCIP wrap.
***Tutor-Saliba Corp.* (1998)**	Intertwined Credit & Subrogation	Establishes that waiving subrogation rights via project contracts legally extinguishes the carrier's right to petition for a credit.
***Witt v. Jackson* (1961)**	Employer Fault Credit Bar	Mandates that employer negligence bars carrier credit until the carrier pays out its full proportional share of employer fault.
Exhibit 17 Sec. 23 (p. 12)	MWWD Contractual Safety Oversight	Kvaas breached its explicit contractual safety obligations by ordering Applicant into an unsafe, active blind drop zone.
Labor Code § 5803	WCAB Continuing Jurisdiction	Grants continuous authority to rescind or amend orders obtained via fraud, mistake, or procedural defects.

Code of Civ. Proc. § 473(d)	Void Orders Set Aside	Mandates vacating the Jan 28, 1999, Credit Order because it was obtained in violation of WCJ Dietterle's (OSA) stay and due process.
LC § 6400	Multi-Employer Safety	Establishes Kvaas as an "Exposing Employer" for sending Applicant into harm's way without safety protocols.
Bus. & Prof. Code § 6068(d)	Duty of Candor to Court	Violated by presenting a verified petition asserting P&S status while concealing an active hardware failure.
Evidence Code § 1220	Party Admission	Applies to Dianna Cumpian's written admission confirming knowledge that no P&S report existed.

V. MEMORANDUM OF POINTS AND AUTHORITIES

1. The Core Legal Triad: Kerley, Rohrback, and Sumner Mandate Rescission of Credit Order

California jurisprudence strictly limits an insurer's right to stop benefits or enforce settlement offsets:

a. ***Kerley v. WCAB* (1971) 4 Cal.3d 223:** The Supreme Court held that the **only** satisfactory excuse for delay or termination of disability benefits is "genuine doubt from a medical or legal standpoint as to liability." Argonaut had zero medical doubt on October 2, 1998, because no P&S report existed—only a speculative future target date recorded in CorVel Medical Case Manager Doris Harrah's handwritten notes (Exhibit 19).

b. ***Rohrback v. Workers' Comp. Appeals Bd.* (1983) 144 Cal.App.3d 896:** The Court of Appeal established that an insurer has a continuing affirmative duty to act in accordance with medical facts in its possession. An insurer cannot turn a blind eye to reports showing an active injury or take unilateral action to stop payments. When Argonaut received

Dr. Braun's December 9, 1998 report showing a broken wrist plate (Exhibits 5 & 6), any legal or medical pretense of P&S status was shattered. Suppressing this report to file a credit petition constituted bad-faith non-compliance under *Rohrback*.

c. *Sumner v. Workers' Comp. Appeals Bd.* (1983) 33 Cal.3d 965: The Supreme Court established that worker rights cannot be released or compromised without explicit judicial approval based on a complete, unmanipulated medical record. WCJ Keith Dietterle's December 8, 1998, Order Suspending Action (Exhibit 4) was issued pursuant to the protective principles of *Sumner*. Argonaut's *ex parte* credit petition subverted this judicial freeze, committing extrinsic fraud under *Kulchar v. Kulchar* (1969) 1 Cal.3d 467 and *Brunski v. IAC* (1928) 203 Cal. 761.

2. Full Class Penalties Under *Gallamore v. WCAB*

Under *Gallamore v. Workers' Comp. Appeals Bd.* (1979) 23 Cal.3d 815, when an insurance carrier unreasonably delays or refuses benefit payments, penalties under Labor Code § 5814 are not calculated on isolated delayed checks; they must be assessed against the entire specific class of benefits involved. Argonaut unreasonably cut off TTD indemnity for over two years (October 3, 1998, to January 4, 2001) and suppressed medical findings to avoid providing wrist surgery under Labor Code § 4600.

Pursuant to *Gallamore*, maximum statutory delay penalties apply across the entirety of the back indemnity class ($14,437.50) in addition to full statutory interest under Labor Code § 5800 ($522,854.41).

3. Argonaut is Legally Barred From Claiming Credit Under the Unified MWWD OCIP Master Policy & Sedgwick James Form Standards

A. The OCIP Unified Policy Bar

An Owner-Controlled Insurance Program (OCIP) is a single, unified insurance wrapper. Pursuant to Exhibit 17 (Page 30) and Exhibit 18 (Page 10, Sec. 13.2–13.2.3), the City of San Diego executed master wrap-up policies specifically designed to encompass all participating entities under a unified insurance network. Under California insurance law, an insurer cannot subrogate against, nor claim credit from, a settlement paid by another insured party covered under the exact same policy wrapper. Because Kvaas (employer) and Olsen Steel (subcontractor) were both enrolled co-insureds under the same MWWD master OCIP framework, Argonaut cannot treat the $128,910.35 settlement from Olsen Steel as an "outside" or independent third-party recovery under Labor Code § 3861. Argonaut's attempt to slice away Applicant's future medical care and indemnity using funds from an enrolled co-insured violates the core risk-transfer mechanics of the OCIP wrapper.

B. Standard Mid-1990s Sedgwick James OCIP Mandatory Endorsements

During the 1994–2001 construction period of Project Clearwater, program administrator Sedgwick James structured the wrap program using standardized ISO and NCCI form protocols. If a subcontractor was properly enrolled, Sedgwick James mandated two non-negotiable blanket recovery waivers:

1. **Workers' Compensation Waiver (NCCI Form WC 42 03 04A):** Argonaut explicitly waived its right to recover payments from the Metropolitan Wastewater Department, General Contractors, and site Subcontractors. Sedgwick James required *Blanket Waivers* rather than individual scheduled waivers, ensuring all enrolled project participants were collectively protected from cross-carrier litigation.
2. **General Liability Waiver (ISO Form CG 24 04 10 92 – Oct 1992 Revision):** Formally blocked the liability carrier from subrogating against

third parties on site.

Under mid-90s rules, a validly executed contract requiring an explicit project wrap blanket prevented Argonaut from dividing its general liability interests from its workers' compensation exposures.

4. Three-Tiered Defense Framework to Dispute Third-Party Credit

Argument 1: Contractual Bar — Waiver of Subrogation Extinguishes Credit Rights

Argonaut cannot circumvent a Waiver of Subrogation by re-branding its recovery attempt as a "third-party credit application." Under *Employers Mutual Liability Ins. Co. v. Tutor-Saliba Corp.* (1998) 17 Cal.4th 632, a workers' compensation carrier's right to subrogate and its right to seek a credit are legally intertwined. When Sedgwick James required a blanket waiver of subrogation as a condition of the contract bid, it legally bound Argonaut. Because the underlying construction contract required a total waiver of recovery to protect the integrated wrap program, Argonaut cannot legally petition the WCAB for a credit. Doing so breaks the primary insurance contract.

Argument 2: Quasi-Estoppel — The "Wrap-Up Policy" Consolidates Risk

Under an OCIP, Argonaut was paid premiums to cover the entire job site risk matrix, effectively merging the identities of the owner, general contractor, and subcontractors into a single insured collective. A carrier cannot subrogate against its own insured or an enrolled program participant. By accepting the Project Clearwater wrap-up framework via Sedgwick James, Argonaut agreed that all losses would be absorbed within the program. Asserting a credit against a subcontractor's separate third-party recovery fundamentally violates the risk-pooling nature of the wrap-up program for which Argonaut collected a premium.

Argument 3: The Historic *Witt v. Jackson* / *Associated Construction* Negligence Barrier

If the Metropolitan Wastewater Department, its engineers, or Kvaas Construction

were even 1% at fault for the injury, Argonaut's credit is frozen until a strict financial threshold is met.

Under *Associated Construction & Engineering Co. v. WCAB* (1978) 22 Cal.3d 829 and *Witt v. Jackson* (1961) 57 Cal.2d 57:

> *"...an employer may be allowed credit or reimbursement under the Labor Code, based on an employee's recovery from a third party, but only to the extent the employer's liability in workers' compensation exceeds its share of responsibility..."*

Exhibit 17 (Page 12, Section 23) explicitly imposed mandatory safety obligations on Kvaas to maintain safety compliance for work on the premises. Kvaas directly breached Exhibit 17 and Labor Code § 6400 when its supervisor ordered Applicant to cross over into an active, unmonitored blind drop zone.

Under the *Associated Construction* threshold formula:

1. Kvaas's direct order putting Applicant in harm's way assigns a substantial percentage of employer fault to Kvaas.
2. Argonaut is legally barred from claiming a single dollar of credit until it pays out benefits equal to Kvaas's calculated share of negligence.
3. Because Kvaas's proportional fault share exceeds the $128,910.35 settlement amount, Argonaut's credit rights are completely swallowed and reduced to **$0.00**.

5. Argonaut's Affirmative Breach of the OCIP Contract Constitutes Extrinsic Fraud and Bad Faith

Argonaut's *ex parte* petitioning for third-party credit on December 30, 1998 (Exhibit 8), was a deliberate breach of the primary risk-transfer terms governing the Metropolitan Wastewater Department (MWWD) Clearwater Initiative. As the designated workers' compensation carrier under the City of San Diego's OCIP Master Contract (Exhibit 17, Page 30), Argonaut possessed direct actual knowledge that Kvaas Construction and Olsen Steel were enrolled co-insureds within a single

policy wrapper designed to eliminate cross-litigation.

By intentionally suppressing these master contract restrictions—and bypassing WCJ Keith Dietterle's active December 8, 1998, Order Suspending Action (Exhibit 4) to obtain an *ex parte* credit order—Argonaut deprived Applicant of due process and engaged in extrinsic fraud under *Kulchar v. Kulchar* (1969) 1 Cal.3d 467 and *Brunski v. IAC* (1928) 203 Cal. 761. Procuring a court order by concealing governing contract prohibitions while a judicial stay is in effect warrants full sanctions and penalties under Labor Code § 5813 and 8 CCR § 10421.

6. Statutory Sanctions, Penalties, and Medical Coverage (LC § 4600, LC § 5813, LC § 5814)

Argonaut's refusal to provide medical care following the hardware diagnosis (Exhibits 5 & 6) violated Labor Code § 4600, making Argonaut 100% liable for all past and future care. Argonaut's bad-faith tactics warrant sanctions under Labor Code § 5813 and 8 CCR § 10421, maximum 25% delay penalties under Labor Code § 5814 (*Gallamore v. WCAB*), and 10% statutory interest under Labor Code § 5800.

C. STATUS OF PENDING PUBLIC RECORDS REQUEST WITH THE CITY OF SAN DIEGO (CPRA REQUEST NO. [INSERT NUMBER])

Applicant has formally requested the 1994–2001 MWWD Master OCIP Policy Binders and Manual under CPRA Request [Insert Request #], currently pending document release by the City of San Diego on September 18, 2026.

To further substantiate the non-waivable co-insured bar and mandatory subrogation waivers under the City of San Diego's Metropolitan Wastewater Department (MWWD) Clean Water Program, Applicant formally submitted a California Public Records Act (CPRA) request to the City of San Diego (Next Request Portal ID No. **26-8785**) requesting the official 1994–2001 Master OCIP Program Manual, Master Insurance Binders, Policy Endorsements,

and City Council Resolution Attachments (including Resolutions RR-284112 and RR-290979).

On **September 04, 2026**, the City of San Diego issued a formal 14-day extension pursuant to Government Code § 7922.535 to retrieve these archived historical municipal contract files, establishing a document production release date of **September 18, 2026**. Applicant reserves the right to supplement the trial record with these certified public records immediately upon receipt to further establish that Defendant Argonaut Insurance Company was contractually and statutorily barred from asserting a third-party credit against Applicant's recovery.

VI. CONCLUSION & PRAYER FOR RELIEF

WHEREFORE, Applicant prays for an Order from this Board:

1. Vacating and setting aside *ab initio* the January 28, 1999 Order Granting Credit pursuant to ***Kerley***, ***Rohrback***, ***Sumner***, and ***Kulchar***.
2. Denying, erasing, and permanently barring Argonaut's third-party credit claim under **Labor Code § 3861**, the **MWWD Master OCIP Co-Insured Bar**, and ***Witt v. Jackson***.
3. Ordering Argonaut to pay Applicant **$723,952.26** in restored principal, back TTD indemnity, statutory delay penalties under ***Gallamore***, and statutory interest.
4. Ordering full reimbursement and ongoing coverage for all medical treatment under **Labor Code § 4600** pursuant to ***Rohrback***.
5. Assessing bad-faith monetary sanctions against Argonaut under **Labor Code § 5813** and **8 CCR § 10421**.
6. Awarding such other, further, or additional relief as the Board deems just, proper, and equitable under the circumstances.

Dated: August 28, 2026

Respectfully submitted,

Rick Hollifield, *in Pro Per*

VERIFICATION

State of California, County of San Diego

I, RICK HOLLIFIELD, declare as follows:

1. I am the Applicant in the above-entitled action, appearing in Pro Per.

2. I have read the foregoing APPLICANT'S TRIAL BRIEF AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PETITION TO VACATE CREDIT AB INITIO and know the contents thereof.

3. The factual statements made therein are true of my own knowledge, except as to those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 28, 2026, at Jacksonville, North Carolina.

RICK HOLLIFIELD, Applicant in Pro Per

APPLICANT'S SUPPLEMENTAL ADDENDUM AND OFFER OF PROOF REGARDING DEFENDANT'S UNAUTHORIZED CREDIT

1. THE OCIP WAIVER OF SUBROGATION CONTRACTUALLY BARS DEFENDANT'S CREDIT

This project was governed by a mandatory City of San Diego OCIP Wrap-Up Program, under which Argonaut Insurance Company executed a strict Waiver of Subrogation. Because Defendant insured the entire project pool, they are contractually and legally prohibited from claiming an offset or credit from a settlement structure inside the exact same coverage pool. Furthermore, under the *Witt v. Jackson* doctrine, an insurer cannot profit from its employer's wrongdoing. My employer, Kvaas Construction, committed Serious and Willful Misconduct under Labor Code Section 4553 by placing me in a severe OSHA violation scenario—operating a crane without mandatory radio communications, which caused cable slack and threw me off my ladder. Their concurrent negligence completely bars any credit rights.

2. THE CORVEL EVIDENCE PROVES AN ILLEGAL BENEFIT INTERRUPTION

As documented in CorVel Progress Reports 35 and 36, Claims Examiner Dianna Compion cut off my workers' compensation benefits on October 2, 1998, without a completed P&S report. On October 5, 1998, I was still undergoing active, invasive treatment to have surgical pins pulled from my wrist. Progress Report 36 explicitly admits: *'During this reporting period, no doctor visits have been scheduled.'* Defendant deliberately isolated me from routine monthly medical care to ensure a broken plate in my wrist remained hidden until I was driven by total financial starvation to sign an unapproved contract in November 1998 for a gross of $200,000 (netting $128,910.35 after fees and bills).

3. DEMAND FOR RETROACTIVE INDEMNITY BACK-PAY

Because the Workers' Compensation Judge rightfully suspended action on that

proposed settlement on December 8, 1998, the contract was legally void under Labor Code Section 5001. Defendant engaged in illegal self-help by taking an unapproved credit to walk away from my care, causing permanent, severe nerve damage. Applicant was continuously disabled and left entirely unpaid from October 3, 1998, through January 4, 2001. Defendant owes full retroactive indemnity back-pay for a precise duration of **117 weeks and 5 days**, full reimbursement for my 1999 self-procured surgery under Labor Code Section 4600, and a 10% statutory penalty under Labor Code Section 5814.

Dated: September 3, 2026

Respectfully submitted,



Rick Hollifield, Applicant Pro Per

VERIFICATION

State of California, County of San Diego

I, RICK HOLLIFIELD, declare as follows:

1. I am the Applicant in the above-entitled action, appearing in Pro Per.

2. I have read the foregoing **APPLICANT'S SUPPLEMENTAL ADDENDUM AND OFFER OF PROOF REGARDING DEFENDANT'S UNAUTHORIZED CREDIT** and know the contents thereof.

3. The factual statements made therein are true of my own knowledge, except as to those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 28, 2026, at Jacksonville, North Carolina.



RICK HOLLIFIELD, Applicant in Pro Per

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DOCUMENT SEPARATOR SHEET

Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: EXHIBIT LIST - (17 - 31)

Document Date: 08/28/2026
MM/DD/YYYY

Author: RICK HOLLIFIELD

Office Use Only

Received Date:
MM/DD/YYYY

PLAINTIFF'S EXHIBIT LIST

Documented Evidence supporting Applicant's

Trial Brief and Memorandum of Points and Authorities

in Support of Petition to Vacate Credit Ab Initio

Applicant's Supplemental Addendum and Offer of Proof

Regarding Defendant's Unauthorized Credit

EXHIBITS: 17-31

Exhibit 17: Metropolitan Wastewater Department OPIC Contract (RR-284112)

Exhibit 18: Metropolitan Wastewater Department OPIC Contract (RR-290979)

Exhibit 19: CorVel Case Manager, Doris Harrah's Handwritten Notes

Exhibit 20: Mediation Brief (Hollifield v. Olsen Steel Inc. Case No. EC015235)

Exhibit 21: 10-21-1998, Olsen Steel Rescheduled Trail to 12-04-1998

Exhibit 22: 11-09-1998 - Check from Goetz Trust Account (unapproved C&R)

Exhibit 23: 11-09-1998 - Dean Goetz Requested Dismissal of Olsen Steel Case

Exhibit 24: 06-17-1999 Dr. Abrams Progress Report-Surgery was on 06/08/1999

Exhibit 25: 09-19-2000 - UCSD-Neurology-EMG-NCV-Lab-Report

Exhibit 26: 11-16-2000 - Abrams Progress Record

Exhibit 27: 06/04/2029 - Written statement/correspondence from Defendant Argonaut Insurance asserting that its historical claims records have been "destroyed.

Exhibit 28: 05/07/2026 - Written statement/correspondence from Division of Workers' Comp

Exhibit 29: 08/28/2026 - Financial Ledger

Exhibit 30: 10/19/1999 - SSA Reconsideration Letter

Exhibit 31: 09/08/2026 - Proof of Service

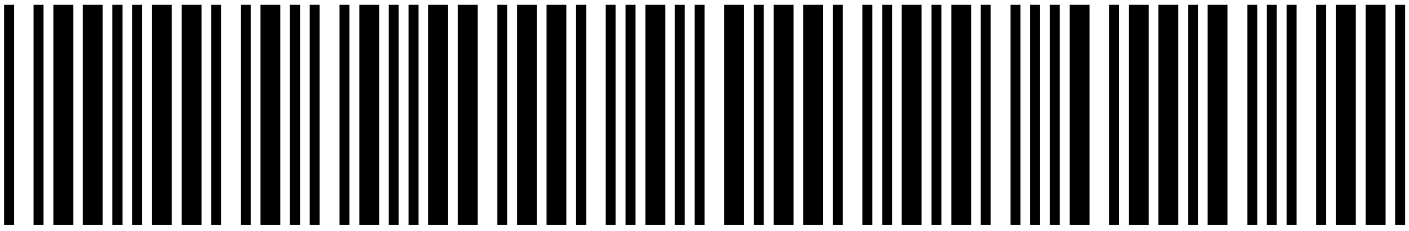
NOTE:

Exhibits 1-16 are attached to Applicant's

Petition to Vacate and Set Aside Order Granting Credit Ab Initio

Reset Form | Print Form

DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: INSURANCE AGREEMENT

Document Title: MMWD OCIP CONTRACT - EXHIBIT (17)

Document Date: 06/28/1994
MM/DD/YYYY

Author:

Office Use Only

Received Date:
MM/DD/YYYY

ORIGINAL

'94 JUN 28 A11:52

METROPOLITAN WASTEWATER DEPARTMENT

FOR THE

CITY OF SAN DIEGO

AGREEMENT

FOR

ADMINISTRATIVE SERVICES

BETWEEN

THE CITY OF SAN DIEGO

AND

SEDGWICK JAMES OF CALIFORNIA, Inc.

FOR THE OWNER CONTROLLED INSURANCE PROGRAM

DOCUMENT NO. RR-284112

FILED JUN 21 1994

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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EXHIBITS

SCOPE OF SERVICES	EXHIBIT 1
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DRUG FREE WORK PLACE POLICY AND CERTIFICATION	EXHIBIT 3
LIST OF PROJECTS	EXHIBIT 4

This contract is by and between the City of San Diego and Sedgwick James of California, Inc. ("Contractor").

1. Term

The term of this contract shall be from JUN 20 1994, 19___, to December 31, 1998, inclusive, unless terminated sooner under the provisions of this contract.

2. Contract Provisions

Every provision of the documents below is incorporated in this contract by reference. Any conflict between or among any of the documents listed below shall be resolved in favor of the document in the order stipulated below.

A. Written contract modifications executed by the parties after contract award.

B. Exhibits to this contract.

C. This contract.

D. The City's Request For Proposals, if any, and all addenda.

E. Contractor's Proposal, if any, and all supplements, including any Best and Final Offer.

F. The City's Request for Letters of Qualification, if any, together with any Addenda.

G. Contractor's Letter of Qualifications, if any, together with supplements.

3. Scope of Services

Contractor shall perform the tasks identified in the above documents within the time frame and budget stated in Exhibit "2", which is attached to, and made part of, this contract.

4. Time of Essence

Time is of the essence of this contract. Contractor's failure to deliver services on time shall be a material breach of this contract. If Contractor fails to deliver services on time, the City, at its discretion, may procure those services from another source. If the price paid by the City for services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay the City the difference between

those prices. The City may deduct that difference from any amount City owes Contractor.

5. Compensation and Payment

Total compensation to be paid to the Contractor by the CITY for all work performed under each phase of this contract and its Exhibits shall not exceed the amount specified in the Funding Schedule as set forth below unless said amount is modified in writing by an amendment to this contract. All of Contractor's invoices shall be as set forth in Exhibit 2. All invoices shall be sent directly to the City and shall contain a reference to this Contract. Contractor shall receive payment within thirty (30) days after the City's receipt of an approved invoice.

The work to be performed under this contract shall be performed during the six (6) separate and specific phases identified in the Funding Schedule below for the Scope of Work (Exhibit 1).

FUNDING SCHEDULE

Funding Phases	Dates	Not to Exceed Amount
1	From date of execution of contract through date of completion of contract	$ 80,630
2	From July 31, 1994 through completion of contract	$483,780
3	From July 31, 1995 through completion of contract	$503,131
4	From July 31, 1996 through completion of contract	$523,256
5	From July 31, 1997 through completion of contract	$544,186
6	From July 31, 1998 through completion of contract	$296,294

The not-to-exceed amounts stated in the Funding Schedule in this paragraph include the following two specific elements:

a. A fixed amount as full compensation for all work described in this contract and its Exhibits.

b. A not-to-exceed amount for Additional Services that may be authorized under Section 6 of this contract.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	$ 73,300	$ 7,330	$ 80,630
2	$439,800	$43,980	$483,780
3	$457,392	$45,739	$503,131
4	$475,688	$47,568	$523,256
5	$494,715	$49,471	$544,186
6	$269,359	$26,935	$296,294

It is expressly understood by and between the CITY and the Contractor that the work and compensation for Funding Phases 2-6 identified in this section are subject to funds being appropriated and authorized by the San Diego City Council for said services and compensation. The CITY'S obligations and the Contractor's obligations under this multi-phase contract which will be funded by multi-phase funding authorizations are as follows:

a. Funds available for performance are described in the Funding Schedule in this section. The amount of funds available at award is not considered sufficient for the performance required for any Funding Phase other than the first Funding Phase. When additional funds are available for the full requirements of the next Funding Phase, the Program Manager shall, not later than the date specified (unless a later date is agreed to), so notify the Contractor in writing. The Program Manager shall also modify the amount of funds as available for contract performance as described in the Funding Schedule. This procedure shall apply for each successive Funding Phase.

b. The CITY is not obligated to the Contractor for any amount over that specified in the Funding Schedule as available for contract performance

and authorized by the San Diego City Council. The City's obligation shall be limited to each successive funding phase approved by the City Council.

c. The Contractor is not obligated to incur costs for the performance of work required for any Funding Phase after the first, unless and until written notification is received from the Program Manager stipulating that the City Council has authorized successive phase(s). If so notified, the Contractor's obligation shall increase only to the extent contract performance is required for the additional Funding Phase for which funds are made available.

d. If the contract is terminated under the "Termination for Convenience" clause, the settlement proposal shall be determined pursuant to procedures established in Section 18.

6. Additional Services

Additional Services includes services which may be required for completion of the Project by which, due to lack of firm definition of scope and limits at the present time, cannot be identified with precision. Because the need for Additional Services is not absolutely established, such Additional Services shall not be undertaken by the Contractor without specific definition and written authorization from the Program Manager. Specific authorization shall include the scope of work, deliverables, schedules, compensation and payment provisions.

7. Contractor is an Independent Contractor

Contractor and its subcontractors, if any, shall be an independent contractor and not the agents of the City for all purposes, and shall be entitled to no compensation other than the compensation provided for under this contract.

8. Program Manager

The City's Program Manager is Julian Johnson and shall act as the City Manager's solely authorized representative in the administration of this contract. Sverdrup Civil, Inc. will assist Mr. Johnson in the administration of this contract. All routine correspondence and communication regarding this contract shall be between the project managers.

9. Publicity

Contractor shall make no news release, press release, or statement to a member of the news media regarding this contract without prior written authorization from City.

10. Indemnification

Contractor agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against any and all claims asserted or liability alleged for damages or injuries to any person or property including injury to Contractor's employees, agents or officers, which arise from or are connected with acts or omissions caused by Contractor,its agents, officers or employees or subcontractors, in performing the work or services or supplying the materials or equipment herein, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees. This provision shall not prejudice the right of the City to appear in such suit, participate in the defense and take such actions as may be necessary to protect the interests of the City.

11. Public Contract Provisions

All provisions required in public contracts under the San Diego City Charter, San Diego Municipal Code, and the codes of the State of California are incorporated by reference and shall be deemed a part of this contract as if fully set forth.

12. Qualifications of Personnel

A. The Contractor shall assign only qualified personnel to perform the work provided for under this contract. The Contractor shall notify the Program Manager in writing when assigning Contractor personnel and subcontractor personnel. As part of the notification, the Contractor shall identify whether the individual (s) will be assigned to the Project as On-Site Personnel or Off-Site Personnel and the length of the assignment (s). In addition, the Contractor shall obtain the Program Manager's written approval prior to assigning Contractor and Subcontractor personnel to the Project. The Contractor shall not reassign, remove or substitute personnel Contractor or Subcontractor previously approved by the Program Manager without the prior written approval of the Program Manager.

B. Subcontractors or Suppliers employed by the Contractor for the Project shall be subject to written approval by the Program Manager if the estimated cost of the subcontract or purchase order is greater than $5,000. The Contractor shall be solely responsible to the City for the actions of persons and firms performing subcontract work.

A copy of all subcontracts and purchase orders with an estimated cost greater than $5,000 shall be submitted to the Program Manager for approval. The Contractor shall not change any Minority (MBE) or Women (WBE) Business Enterprise

Subcontractors Suppliers, or reduce their level of effort, without prior written approval of the Program Manager.

13. Worker's Compensation

A. The contractor, its subcontractors, if any, and all employers working under this Contract are employers under the California Worker's Compensation Law, which requires them to provide worker's compensation insurance coverage for all employees.

B. Contractor warrants that all persons engaged in contract work and subject to the California worker's compensation law are covered by a worker's compensation plan or insurance policy that fully complies with California law. Contractor shall indemnify City for any liability incurred by City as a result to Contractor's breach of the warranty under this Paragraph.

14. Warranties

Contractor warrants that all work will meet or exceed standards prevailing in the industry. If City discovers a breach of that warranty within one (1) year after final payment under this contract and gives Contractor written notice of that breach within a reasonable time after discovery, Contractor shall remedy the breach promptly and at no cost to City.

15. Assignment

Contractor may not assign, delegate, or subcontract for performance of any of its responsibilities under this contract without City's prior written consent. Contractor acknowledges that the City may assign its obligations under this agreement to the San Diego Area Wastewater Management District.

16. Labor and Material

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all contract work, all at no cost to City other than the compensation provided in this contract.

17. Ownership of Work and Documents

All work performed by Contractor pursuant to this contract shall be the property of City. City shall own any and all data, documents, plans, specifications, working papers, computer programs, photographs, or other material produced by Contractor pursuant to this contract, and Contractor hereby assigns and transfers to City any and all copyrights

for such materials.

18. Termination for Convenience

"Contract work," in that clause means the work under specific Funding Phases for which funds have been made available. City may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this Paragraph shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after terminating pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract close-out costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

19. Termination for Default

If Contractor fails to perform in the manner called for in this contract, or if Contractor fails to comply with any other provisions of the contract without valid justification or excuse, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this contract.

20. Delays

If delays are caused by unforeseen events beyond the control of the Contractor and/or the City, such delay will entitle the Contractor to an extension of time as provided herein, and the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work or other similar action of the elements, inability to obtain materials, equipment or labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay. No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes the City documentary proof of the inability to obtain such materials in a timely manner.

21. Nondiscrimination

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

22. Jurisdiction

This contract shall be governed by the laws of the State of California, and the parties agree the venue in respect to any suit or proceeding brought under or in connection with this contract shall be the County of San Diego, State of California.

23. Compliance with Laws and Regulations

Contractor shall adhere to all applicable Federal, state, and local laws, regulations, and policies, including, but not limited to, those related to workers' compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action, including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. Contractor shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

24. Integration and Modification

This contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

25. Mediation

Should any dispute arise between the parties concerning this agreement which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

26. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

27. Certificate of Compliance with California Tax Laws

By executing this contract, Contractor certifies under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any California tax law.

28. Project Listing

The Contractor and the City conceptually agree that the projects listing identified in Exhibit 4 constitute the preliminary project listing and that such listing shall be changed, altered or modified from time to time to reflect changes that may occur during the term of this agreement.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-284112 authorizing such execution, and by the Contractor.

Dated this JUN 21 1994 day of _____, 19___.

SEDGWICK JAMES OF CALIFORNIA, Inc.

By: _____
(signature)
Name: JAMES KROVIAK
Title: EXECUTIVE VICE PRESIDENT

By: _____
(signature)
Name: _____
Title: _____

Federal Employer ID Number:
94-1692170

THE CITY OF SAN DIEGO

By: _____
(signature)
Name: D. CRUZ GONZALEZ
Title: DIRECTOR RISK MGMT

I HEREBY APPROVE the form and legality of the foregoing Contract this 6th day of JULY, 1994.

JOHN W. WITT, City Attorney

By: _____
FOR TED BROMFIELD,
Chief Deputy City Attorney

R-284112

EXHIBIT 1

SCOPE OF SERVICES TO BE PERFORMED BY SEDGWICK
and its Subconsultants for the
METROPOLITAN WASTEWATER DEPARTMENT
of the
CITY OF SAN DIEGO
for
OWNER-CONTROLLED INSURANCE PROGRAM (O. C. I. P.) ADMINISTRATION

I. Risk Management Services

A. Present a written Risk Analysis for each Project included in the O.C.I.P.;

B. Present to Owner a written Risk Management Strategy Report recommending appropriate risk management measures for treating each identified loss exposure for each Project, including self-insured retentions, deductibles, and insurance;

C. Provide assistance to Owner in reviewing contracts for the O.C.I.P., to identify opportunities for risk transfer and to avoid unwanted risk;

D. Review insurance policies annually with underwriters to take into account changes in insurance market conditions and to recommend appropriate changes in insurance coverage for each Project;

E. At least 60 days prior to each O.C.I.P. program anniversary, submit a written report stating:

1) Insured program earned premiums and incurred losses by year and coverage line.
2) Anticipated renewal terms and conditions and other indications of market conditions, trends, and anticipated changes.
3) Identified problems in areas such as claim handling, safety hazards, uninsured risks, etc.
4) Recommendations for improved program design.
5) Services performed and planned.
6) Accounting of all income received on the Owner's account and the method by which fees were calculated.
7) Periodic reports providing insurance premium and cash flow analysis forecasts on the Project, as required by Owner.

II. Insurance Marketing Services

A. Secure necessary underwriting data from the Owner and Construction Manager.

B. Design insurance specifications to protect appropriately against risks of loss in all areas of exposure for the Project, submitting to Owner, for approval, all proposed specification changes;

C. Identify and recommend to Owner all appropriate underwriters to provide necessary insurance coverage for the Project. All insurance policies will be placed with carriers meeting the standard Sedgwick James financial strength guidelines. No insurance policy will be placed with a carrier known to be substandard.

D. Market Owner's risks on the Project to underwriters, including gathering of data,

developing underwriting submissions, and presenting the proposal to the underwriters;

E. Assemble and analyze all premium quotations received from underwriters for insurance for each Project to determine whether each meets the specifications. Compare the relative quality of each quote in terms of breadth of coverage, quality of insurer, and price;

F. Present to Owner, all premium quotations and declinations of quotations for insurance for each Project, along with a written analysis and recommendation of the best program for Owner;

G. Obtain approval from Owner of recommendations and place insurance coverage, obtain binders, policies, and endorsements, and handle placements and cancellations of insurance coverage for the Project in a manner best protective of the interest of Owner;

H. Review insurance policies for each Project as received to verify conformance with specifications and negotiations, request any required changes, and insure that appropriate endorsements are issued effecting these changes;

III. Administration of Owner Controlled Insurance Program (hereinafter, "OCIP")

A. Enroll contractors in the O.C.I.P. for each Project and process and file all necessary documentation;

B. Issue required insurance binders and policies to contractors and subcontractors on each Project;

C. Issue certificates of insurance as required by Owner and other insureds on each

Project;

D. Obtain and maintain up-to-date verification of automobile liability and other contractually-required insurance from all contractors and subcontractors on each Project;

E. Obtain modifications to the insurance provided by the contractors on each Project, ensuring that the appropriate policy endorsements are issued;

F. Verify the accuracy of, all bills, audits, and other premium adjustments for insurance for each Project and submit to Owner in accordance with established billing procedures;

G. Prepare and submit to Owner all invoices for insurance premiums and other charges for each Project;

H. Review and analyze insurance-related provisions of all contracts and documents related to contracts for each Project;

I. Prepare and maintain the following project manuals:

1) Safety Manual (in coordination with Construction Manager)
2) Contractors Insurance Manual
3) Claims Management Manual

J. Explain to all contractors on each Project on their participation in the O.C.I.P. at pre-bid and pre-construction meetings;

K. Assist the Owner and the Construction Manager in the contract outreach program.

L. Coordinate the timely filing of Workers' Compensation unit statistical reports

with the insurance carrier;

M. Submit to Owner the following documents:

1) Annual underwriting reports to underwriters;

2) Construction insurance specifications and any subsequent changes;

3) Insurance policy review and analysis;

4) Final insurance audits;

5) Insurance premiums invoices;

6) Construction insurance cost budgets and forecasts;

7) A monthly report summarizing accomplishments, current and planned activities, and information regarding losses and other pertinent details for each Project, submitted not later than the 20th day of the month following the period covered by the report;

8) An annual stewardship report aggregating details of monthly reports and summarizing services provided by Sedgwick for each Project, including observations and recommendations for improvement of O.C.I.P. in terms of insurance coverage, services, and other significant matters;

IV. Safety and Loss Control

A. Assist Owner and the Construction Manager in the continued development and maintenance of the construction safety and security manual for each Project;

B. Provide site inspections, including hazard identification surveys, as needed and agreed with Owner and the Construction Manager;

C. Assist Owner and Construction Manager in the establishment of qualification guidelines for the loss control manual for contractors safety engineers for each Project;

D. Assist Owner and Construction Manager in developing crisis management and disaster plans for each Project;

E. Assist Owner and Construction Manager in the development and implementation of training programs, including first aid and disaster preparedness, for each Project;

F. Assist Owner and Construction Manager in the development of a construction safety incentive program for each Project;

G. Coordinate and assist in scheduling pre-construction surveys for each Project, as requested by Owner and Construction Manager

H. Monitor contractor loss control activities and jobsite loss control performance on each Project and report observations and recommendations to Owner, the Construction Manager, and the contractors on each Project;

I. Assist contractors in conforming and adhering to the master safety program of each Project;

J. Submit monthly accident statistics to Owner in the monthly report.

V. Claims Management

A. Develop a claims manual that will include updated claims handling and investigative procedures for each Project, including procedures for assignment of special claims to independent adjusters and for special handling of serious claims, in accordance with the insurers' practices and requirements;

B. Monitor and audit insurance carriers' claims handling procedures and activities

to ensure proper adjustment and settlement of all losses and claims arising out of each Project;

C. Make recommendations to the Owner on the feasibility of establishing first aid facilities at each Projects;

D. Identify and review industrial medical facilities near each Project and assist Owner in the negotiation of medical fees for use of those facilities;

E. Review insurers' use of legal counsel for the defense of claims under the O.C.I.P. for each Project and make recommendations to Owner regarding the most efficient use of those legal services;

F. Monitor activities of legal counsel for the defense of claims under the O.C.I.P. for each Project and provide recommendations to Owner for cost containment and reserve levels for such claims;

G. Prepare and monitor invoiced to reimburse insurers for retained losses paid on behalf of Owner for each Project and prepare and submit to Owner a monthly summary report of activity in this area;

H. Process government code claims arising out of each Project, for Owner action;

I. Develop procedures for the administration of claims with exposure within the deductible of liability policies for each Project and for payment of such claims;

J. Provide recommendations to Owner on the level of contractor deductibles for claims on each Project;

K. Submit the following data in the monthly report to Owner:

1) Monthly loss/claim summary reports;
2) Litigation summary reports;
3) Contractor Deductible reporting;
4) Government code notices;

VI. Construction Project Risk Information Management System (COPRIMS™)

A. Coordinate with the Owner's Risk Management Department in conducting a thorough analysis of information needs;

B. Analyze and develop data collections and reports that will respond to the results of the needs analysis;

C. Monitor contracts by:

i) Name, address, contract, Federal Identification number and telephone number;
ii) Date of contract, start-up, and completion;
iii) Policy type, number, issuance date and expiration date;
iv) Underwriting data including experience modification, contract costs, payroll, labor classifications, rates, and change order costs;

D. Monitor issuance and receipt of binders and policies for all levels of contractors on each Project;

E. Monitor the receipts of monthly payroll reports on each Project by labor classification, Workers' Compensation codes, project, and work category;

F. Provide an "exception" reporting system that identifies which contractors on each Project are not submitting required data, applications, reports, certificates of insurance, termination of work forms, or other important documents as part of a monthly report;

G. Provide loss analyses indicating trends, projections, potential dividends and loss ratios;

H. Provide information for contract administrators to use during contract close-out for each Project, setting forth the contractors that have outstanding payroll reports, deductible billings or other requirements;

I. Make available to Owner ad-hoc reports generating capabilities of the COPRIMS™ computer system.

EXHIBIT 2

FUNDING SCHEDULE
OWNER–CONTROLLED INSURANCE PROGRAM
PHASE 1, 2, 3, 4, 5 & Total

DESCRIPTION	PHASE 1 FY94	PHASE 2 FY95	PHASE 3 FY 96	PHASE 4 FY97	PHASE 5 FY98	PHASE 6 FY 99	TOTALS
Base Scope (Exhibit 1)	$73,300	$439,800	$457,392	$475,688	$494,715	$269,359	$2,210,254
Subtotal	$73,300	$439,800	$457,392	$475,688	$494,715	$269,359	$2,210,254
Additonal Services	$7,330	$43,980	$45,739	$47,568	$49,471	$26,935	$221,023
Totals	$80,630	$483,780	$503,131	$523,256	$544,186	$296,294	$2,431,277
Monthly Invoice Amount	$36,650.00	$36,650.00	$38,116.00	$39,640.66	$41,226.25	$44,893.16	

CLEAN WATER PROGRAM
FOR
GREATER SAN DIEGO

DRUG-FREE WORKPLACE POLICY

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of Council Policy 100-17 which was established by the above numbered resolution. The policy applies equally to the contractor and all subcontractors. The elements of the policy are outlined below.

B. Definitions

1) "Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

2) "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section C.

3) "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

4) "Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

C. City Contractor Requirements

1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City, by submitting the attached CONTRACTOR CERTIFICATION FOR DRUG-FREE WORKPLACE signed by an individual or individuals authorized to execute legal documentation on behalf of the Contractor, that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organizations;s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

b) Establishing a drug-free awareness program to inform employees about all the following:

(1) The dangers of drug abuse in the workplace.
(2) The person's or organization's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs.
(4) The penalties that may be imposed upon employees for drug abuse violations.

c) Posting the statement required by subdivision (4) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.

2) Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the City's Deputy Metropolitan Wastewater Department Director, Contracts Management.

CLEAN WATER PROGRAM
FOR
GREATER SAN DIEGO

CONTRACTOR CERTIFICATION
FOR
DRUG-FREE WORKPLACE

PROJECT TITLE:
OWNER CONTROLLED INSURANCE PROGRAM

I hereby certify that I am familiar with requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the Request for Proposals, and that SEDGWICK JAMES OF CALIFORNIA
(Contractor's Name)
has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractors agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed _____

Printed Name JAMES KROVIAK

Title EXECUTIVE VICE PRESIDENT

Date 5/13/94

PROJECT LIST

DESCRIPTION	ADVERTISE	AWARD	START	FINISH	APPROX CONTRACT VALUE *
TREATMENT PLANTS					
North City Water Reclamation Plant					
Initial Site Preparation	14-Jan-93	28-Apr-93	12-May-93	21-Jan-94	3
Influent Pump Station Substructure	24-Jun-93	20-Oct-93	29-Oct-93	03-Mar-95	5
Influent Pump Station Completion	30-Jun-94	30-Nov-94	03-Jan-95	27-Nov-96	10
Headworks & Primary Sedimentation	18-Nov-93	20-Feb-94	01-Mar-94	21-Nov-96	20
Flow Equalization	17-Oct-94	22-Feb-95	01-Mar-95	26-Sep-96	TBD
Aeration	23-Sep-93	23-Dec-93	03-Jan-94	15-Nov-96	25
Secondary Clarifiers & Tertiary Filters	21-Oct-93	17-Jan-94	26-Jan-94	08-Nov-96	30
Chlorine Contact Tanks & Effluent Pump Station	13-Jan-94	02-Apr-94	14-Apr-94	12-Jan-95	10
Chlorination Building	17-Oct-94	19-Apr-95	01-May-95	20-Sep-96	3
Chemical Building	04-Aug-94	19-Nov-95	01-Dec-95	17-Oct-96	5
Operations Building	24-Feb-94	28-Jun-94	05-Jul-94	17-Jul-96	5
Yard Piping & Electrical Power Distribution	13-Jan-94	17-Jun-94	01-Jul-94	18-Nov-96	15
Instrumentation & Controls	13-Dec-93	16-Mar-94	01-Jun-94	03-Mar-97	3
Translucent Panels	16-Aug-94	22-Dec-94	03-Jan-95	10-Jul-96	1
Final Site Work	15-Aug-95	21-Dec-95	02-Jan-96	27-Dec-96	3
Point Loma Plant Upgrade					
Sedimentation Basins 11 & 12	04-Nov-93	16-Mar-94	28-Mar-94	27-Mar-95	10
Digesters N1 & N2 Roof & Heating Systems	15-Feb-94	23-Jun-94	05-Jul-94	02-Jul-96	10
Scum Removal System	19-Aug-94	23-Dec-94	06-Jan-95	28-May-96	3
Digester No. 7	03-Dec-95	31-May-96	14-Jun-96	22-Jun-98	15
Northern Sludge Processing Facility					
Initial Site Preparation	19-May-94	15-Nov-94	29-Nov-94	05-Oct-95	15
Centrifuge Facility	18-Sep-94	17-Mar-95	31-Mar-95	17-Dec-96	85
Operations Building	26-Mar-95	22-Sep-95	06-Oct-95	30-Jan-97	20
Chemical Storage & Odor Control	11-Nov-94	19-Mar-95	31-Mar-95	30-Aug-96	5
Digester Complex	18-Sep-94	17-Mar-95	31-Mar-95	15-Aug-97	20
Energy Building	19-May-95	24-Sep-95	06-Oct-95	23-Jan-97	5
Pump Station & Truck Wash	13-Jan-95	21-May-95	02-Jun-95	27-Aug-96	3
Lime Treatment Facility	16-Mar-95	22-Jul-95	03-Aug-95	10-Sep-96	3
Yard Piping/Electrical Power Distribution	21-Jul-94	17-Jan-95	31-Jan-95	16-Dec-96	30
Instrumentation & Controls	12-Dec-94	19-Apr-95	01-May-95	14-May-97	1
Final Site Work	01-May-96	28-Oct-96	11-Nov-96	15-Aug-97	10
PIPELINES					
North City Tunnel Connector	21-Jul-94	09-Nov-94	23-Nov-94	06-May-96	10
North City Effluent Pipeline	28-Apr-94	25-Oct-94	01-Nov-94	23-Feb-96	10
East Mission Bay Effluent Pipeline (North)	30-Sep-93	21-Mar-94	28-Mar-94	22-Jun-95	5
East Mission Bay Effluent Pipeline (South)	30-Sep-93	22-Feb-94	01-Mar-94	31-Aug-95	5
F.I.R.P. Digested Sludge & Centrate Pipelines	06-Nov-94	05-May-95	19-May-95	21-Aug-96	20
North Metro Interceptor	13-Jul-94	09-Jan-95	23-Jan-95	03-Mar-99	45
South Metro Interceptor Initial Repair	04-Mar-93	26-Jul-93	26-Aug-93	11-Apr-94	1
South Metro Interceptor	16-Jul-98	12-Jan-99	26-Jan-99	25-Feb-02	60
Sorrento Valley Road Pipeline Relocation	27-Jan-94	09-Jun-94	21-Jun-94	22-Jun-95	1
Carmel Valley Trunk Sewer Replacement	27-Jan-94	09-Jun-94	21-Jun-94	22-Jun-95	5
North City Raw Sludge & Water Pipelines	11-Nov-94	10-May-95	24-May-95	28-Nov-96	15
Peñasquitos Trunk Sewer Relief	11-Aug-95	07-Feb-96	21-Feb-96	TBD	45
METRO SYSTEM CONTROL CENTER					
Metro System Control Center	13-Dec-93	16-Mar-94	01-Jun-94	29-May-98	5
SEWER PUMP STATIONS					
North City Sludge Pump Station	09-Feb-95	25-May-95	01-Jun-95	28-Nov-96	3
F.I.R.P. Sludge Pump Station	21-May-94	17-Nov-94	01-Dec-94	08-Aug-96	25
Pump Station 65 - Expansion & Force Main	27-Jan-94	07-Jun-94	21-May-94	29-Dec-95	20
OCEAN OUTFALLS					
Point Loma Outfall Extension	N/A	24-Jun-92	02-Jul-92	12-Nov-93	55
Point Loma Tunnel Outfall	20-Nov-94	19-May-95	02-Jun-95	30-Jun-98	160

* Estimated Cost In $ Millions

(R-94-1801)

RESOLUTION NUMBER R- 284112

ADOPTED ON JUN 21 1994

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Sedgwick James of California, Inc., for administrative services in connection with the owner-controlled insurance program for the Metropolitan Wastewater Department (formerly Clean Water Program), under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 284112, as well as any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the City Manager shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is hereby authorized to transfer all of the following amounts to Clean Water Program Revenue Fund 41509, Program Element 70731, Object Account 4151:

$483,780 from Sewer Revenue Fund 41506, Unallocated Reserve Program Element 70697

$34,916 from CIP No. 42-910.1, North City Water Reclamation Plant

$457 from CIP No. 46-122.0, Carmel Valley Trunk Sewer

$3,657 from CIP No. 45-911.0, South Metro Interceptor

$37,029 from CIP No. 46-134.0, Point Loma South Effluent Outfall Connection

$4,571 from CIP No. 46-177.0, Point Loma Sedimentation Basins 11 and 12

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed $2,431,277 is hereby authorized, solely and exclusively to provide funds for the above project, to be expended as follows:

$564,410 from Fiscal Year 1994 appropriations, Clean Water Program Revenue Fund 41509, Program Element 70731, Object Account 4151

$503,131 from Fiscal Year 1996 appropriations, contingent on Council appropriation of funds for this purpose in the FY 1996 Metropolitan Wastewater Department Operation & Maintenance budget

$523,256 from Fiscal Year 1997 appropriations, contingent on Council appropriation of funds for this purpose in the FY 1997 Metropolitan Wastewater Department Operation & Maintenance budget

$544,186 from Fiscal Year 1998 appropriations, contingent on Council appropriation of funds for this purpose in the FY 1998 Metropolitan Wastewater Department Operation & Maintenance budget

$296,294 from Fiscal Year 1999 appropriations, contingent on Council appropriation of funds for this purpose in the FY 1999 Metropolitan Wastewater Department Operation & Maintenance budget

BE IT FURTHER RESOLVED, that the City Manager is authorized, for and on behalf of the City, to execute contract(s) with insurance providers as identified by Sedgwick James of California, Inc. to provide workers compensation, general liability, builders risk, and excess liability insurance in City public works contracts for a period of five (5) years, provided that with the execution of said public works contracts the City Auditor and Comptroller also certifies that funding exists for said insurance contracts.

APPROVED: JOHN W. WITT, City Attorney

By Frederick M. Ortlieb
Frederick M. Ortlieb
Deputy City Attorney

FMO:mb
05/20/94
Aud.Cert:9401173
Or.Dept:Risk
R-94-1801
Form=r.auagr

Passed and adopted by the Council of The City of San Diego on JUN 21 1994 by the following vote:

YEAS: MATHIS, KEHOE, STEVENS, WARDEN, STALLINGS, MCCARTY, VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: ROBERTS.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: MARY CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 284112, passed and adopted by the Council of The City of San Diego, California on JUN 21 1994

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Mary Cepeda, Deputy

CC-1628 (10-90)

DOCUMENT NO. RR-284112

FILED June 21, 1994
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(MEET - June 21, 1994 - Item #211)

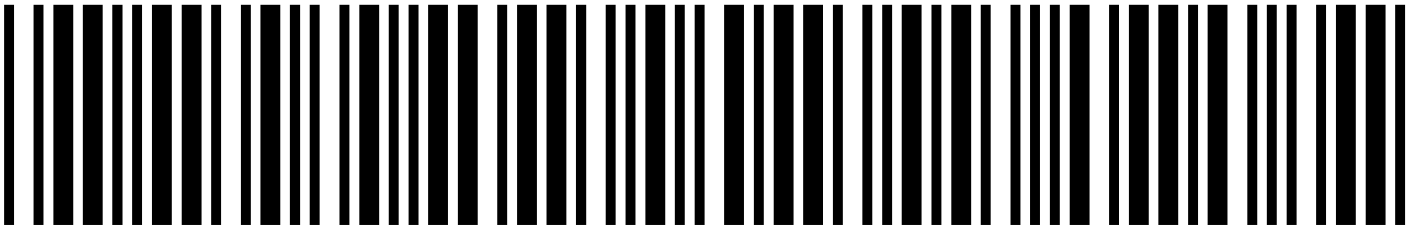
Agreement with Sedgwick James of California, Inc. for administrative services in connection with the owner-controlled insurance program for the Metropolitan Wastewater Department (formerly Clean Water Program).

cc: Auditor - MS 7C
RM - Jerry Johnson x66237
(Dup & 2 Copies)

7/12/94 eh

Reset Form | Print Form

DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: INSURANCE AGREEMENT

Document Title: MMWD OCIP CONTRACT - EXHIBIT (18)

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

Author: CITY OF SAN DIEGO & SEDGWICK JAMES OF CALIFORNIA INC.

Office Use Only

Received Date: _____
MM/DD/YYYY

ORIGINAL

MWD-9059
11/06/98
revised

ORIGINAL

METROPOLITAN WASTEWATER DEPARTMENT
FOR
GREATER SAN DIEGO
AMENDMENT NO. 1
TO
AGREEMENT
FOR
ADMINISTRATIVE SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
SEDGWICK JAMES OF CALIFORNIA, INC.
FOR THE
OWNER CONTROLLED INSURANCE PROGRAM

WHEREAS, on June 21, 1994, the CITY entered into the AGREEMENT, the original of which is on file in the Office of the City Clerk as Document No. RR-284112, with the CONTRACTOR for administration and insurance brokerage services for Metropolitan Wastewater Department's (MWWD) Owner Controlled Insurance Program (OCIP); and

WHEREAS, the CITY and the CONTRACTOR mutually desire to amend the Agreement duration for an additional three (3) years; and

WHEREAS, the CITY and the CONTRACTOR mutually agree to a revised Scope of Work incorporating a reduction in tasks; and

WHEREAS, the CITY and the CONTRACTOR mutually desire to increase the Not-To-Exceed amount by $275,000; and

DOCUMENT NO. RR-290979
FILED NOV 24 1998
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

RECEIVED
CITY CLERK'S OFFICE
98 DEC -8 AM 10: 31
SAN DIEGO, CALIF.

ORIGINAL

NOW THEREFORE, the CITY and the CONTRACTOR agree to amend the AGREEMENT as follows:

1. TABLE OF CONTENTS: Delete the following, Item 13. Worker's Compensation and replace with:

   13. Insurance

2. SECTION 1, TERM: Replace Section 1, Term and insert the following: "The term of this contract shall be from June 21, 1994 to December 31, 2001, inclusive, unless terminated sooner under the provisions of this contract".

3. SECTION 5, COMPENSATION AND PAYMENT: Replace Section 5, Compensation and Payment, with Attachment No. 1 to this Amendment No. 1, which is attached hereto and incorporated herein.

4. SECTION 8, PROGRAM MANAGER: Replace Section 8, Program Manager and insert the following: The City Manager shall designate a "Project Manager" to act as the main point of contact on the Project and designate the representative(s) authorized to act on the City Manager's behalf if they are other than the Project Manager.

5. SECTION 13, WORKER COMPENSATION: Replace Section 13, with Attachment No. 2 to this Amendment No. 1, which is attached hereto and incorporated herein.

6. EXHIBIT 1, SCOPE OF SERVICES: Replace Exhibit 1, SCOPE OF SERVICES, with Exhibit 1, Scope of Services Amendment No. 1, which is attached hereto and incorporated herein.

7. EXHIBIT 2, FUNDING SCHEDULE: Replace EXHIBIT 2, FUNDING SCHEDULE, with Exhibit 2, Funding Schedule Amendment No. 1, which is attached hereto and incorporated herein.

8. EXHIBIT 4, LIST OF PROJECTS: Replace EXHIBIT 4, LIST OF PROJECTS, with Exhibit 4, List of Projects Amendment No. 1, which is attached hereto and incorporated herein.

THIS AMENDMENT NO. 1 to the AGREEMENT shall affect only the Section and Exhibits referred to, and all other terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto each herewith subscribe the same in triplicate, and this AMENDMENT NO. 1 is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R- 290979, authorizing such execution, and by the CONSULTANT.

SEDGWICK JAMES OF CALIFORNIA, INC.
Contractor

BY: Sandra Palmer
Vice President

Date: Nov 6, 1998

THE CITY OF SAN DIEGO,
a Municipal Corporation

BY: _____
Metropolitan Wastewater Dept. Director

Date: 12/1/98

I HEREBY APPROVE the form and legality of the foregoing AMENDMENT this 7th day of December, 1998.

CASEY G. GWINN, City Attorney

By: _____

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R- 290979

5. Compensation and Payment

Total compensation to be paid to the Contractor by the CITY for all work performed under each phase of this contract and its Exhibits shall not exceed the amount specified in the Funding Schedule as set forth below unless said amount is modified in writing by an amendment to this contract. All of Contractor's invoices shall be for actual work performed by the Contractor as set forth in Exhibit 1. All invoices shall be sent directly to the City and shall contain a reference to this Contract. Contractor shall receive payment within thirty (30) days after the City's receipt of an approved invoice.

The work to be performed under this contract shall be performed during the seven (7) separate and specific phases identified in the Funding Schedule below for the Scope of Work (Exhibit 1).

FUNDING SCHEDULE

Funding Phases	Dates	Not to Exceed Amount
1	From date of execution of contract through date of completion of contract	$ 80,630
2	From July 31, 1994 through completion of contract	$483,780
3	From July 31, 1995 through completion of contract	$503,131
4	From July 31, 1996 through completion of contract	$523,256
5	From July 31, 1997 through completion of contract	$544,186
6	From July 31, 1998 through completion of contract	$296,294
7	From January 1, 1999 through completion of contract	$275,000

The not-to-exceed amounts stated in the Funding Schedule in this paragraph include the following two specific elements:

a. A fixed amount as full compensation for all work described in this contract and its Exhibits.

b. A not-to-exceed amount for Additional Services that may be authorized under section 6 of this contract.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	$ 73,300	$ 7,330	$ 80,630
2	$439,800	$ 43,980	$483,780
3	$457,392	$ 45,739	$503,131
4	$475,688	$ 47,568	$523,256
5	$494,715	$ 49,471	$544,186
6	$269,359	$ 26,935	$296,294
7	$275,000	$ 0	$275,000
Total	$2,485,254	$221,023	$2,706,277

It is expressly understood by and between the CITY and the Contractor that the work and compensation for Funding Phases 2-7 identified in this section are subject to funds being appropriated and authorized by the San Diego City Council for said services and compensation. The CITY'S obligations and the Contractor's obligations under this multi phase contract which will be funded by multi-phase funding authorizations are as follows:

a. Funds available for performance are described in the Funding Schedule in this section. The amount of funds available at award is not considered sufficient for the performance required for any Funding Phase other than the first Funding Phase. When additional funds are available for the full

requirements of the next Funding Phase, the Project Manager shall, not later than the date specified (unless a later date is agreed to), so notify the Contractor in writing. The Project Manager shall also modify the amount of funds as available for contract performance as described in the Funding Schedule. This procedure shall apply for each successive Funding Phase.

b. The CITY is not obligated to the Contractor for any amount over that specified in the Funding Schedule as available for contract performance and authorized by the San Diego City Council. The City's obligation shall be limited to each successive funding phase approved by the City Council.

c. The Contractor is not obligated to incur costs for the performance of work required for any Funding Phase after the first, unless and until written notification is received from the Project Manager stipulating that the City Council has authorized successive phase(s). If so notified, the Contractor's obligation shall increase only to the extent contract performance is required for the additional Funding Phase for which funds are made available.

d. If the contract is terminated under the "Termination for Convenience" clause, the settlement proposal shall be determined pursuant to procedures established in Section 18.

SECTION 6 - INSURANCE

13.1 Required Insurance

The CONTRACTOR shall obtain, and maintain in full force throughout the duration of the Project, insurance as called for below, with insurance carriers acceptable to the City Manager and shall furnish certificate(s) of insurance to the City Manager. As a minimum requirement of acceptability, the insurance carrier shall be duly authorized by the California Insurance Commissioner to transact the business of insurance in the State of California. A written Notice to Proceed will not be issued by the City Manager until the required certificate(s) of insurance are received by the City Manager. The required insurance policies and the certificate(s) of insurance shall contain the endorsements listed in Paragraph 13.2 below.

13.1.1 Workers' Compensation and Employer's Liability Insurance

13.1.1.1 Workers' Compensation in compliance with the applicable state and federal laws.

13.1.1.2 Employer's Liability. Limit: $1,000,000.

13.1.2 Commercial General Liability Insurance including Contractual, XCU*, Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of $1,000,000 each occurrence, subject to a $1,000,000 annual aggregate for General Liability, Completed Operations, and Personal Injury other than Bodily Injury.

(*) Explosion, Collapse, and Underground

13.1.3 Commercial Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of $1,000,000 each occurrence.

13.1.4 Errors & Omissions Liability Insurance affording professional liability, if any, to a combined singe limit of $1,000,000 each occurrence/claim, subject to $1,000,000 annual aggregate.

13.2 Required Endorsements

The following endorsements shall be included in the insurance policies and certificates of insurance called for in Paragraph 13.1 above, as indicated below.

13.2.1 "The insurer(s) waives any right of recovery that the insurer may have against the City of San Diego because of payments insurer(s) makes for injury or damage arising out of the CONTRACTORS work under the AGREEMENT with the City of San Diego."

This endorsement is required on the policy/certificate for Employer's Liability Insurance (para 13.1.1.2).

13.2.2 "The City of San Diego shall be given thirty (30) days written notice prior to the cancellation of the policy."

This endorsement is required on the policies/certificates for Employer's Liability Insurance (para 13.1.1.2); Commercial General Liability Insurance (para 13.1.2); and Commercial Automobile Liability Insurance (para 13.1.3); and Errors and Omissions Professional Liability Insurance (para 13.1.4).

13.2.3 "The City of San Diego is added as additional insured in operations of the policyholder."

This endorsement is required on the policies/certificates for Commercial General Liability Insurance (para 13.1.2) and Commercial Automobile Liability Insurance (para 13.1.3).

SCOPE OF SERVICES TO BE PERFORMED BY SEDGWICK JAMES
and its Subconsultants for the
METROPOLITAN WASTEWATER DEPARTMENT
of the
CITY OF SAN DIEGO
for
OWNER-CONTROLLED INSURANCE PROGRAM (O.C.I.P.) ADMINISTRATION

I. Risk Management Services

A. Provide assistance to Owner in reviewing contracts for the O.C.I.P., to identify opportunities for risk transfer and to avoid unwanted risk;

B. Review insurance policies annually with underwriters to take into account changes in insurance market conditions and to recommend appropriate changes in insurance coverage for each Project;

C. At least 60 days prior to each O.C.I.P. program anniversary, submit a written report stating:

1) Insured program earned premiums and incurred losses by year and coverage line.
2) Anticipated renewal terms and conditions and other indications of market conditions, trends, and anticipated changes.
3) Identified problems in areas such as claim handling, safety hazards, uninsured risks, etc.
4) Recommendations for improved program design.
5) Services performed and planned.
6) Accounting of all income received on the Owner's account and the method by which fees were calculated.

7) Periodic reports providing insurance premium and cash flow analysis forecasts on the Project, as required by Owner.

II. Insurance Marketing Services (Note: At this time the owner has OCIP policies in place for Property, Casualty, including excess layers extending coverage to $100 Million. This section is on an "as-needed" basis only.)

A. Secure necessary underwriting data from the Owner and Construction Manager.

B. Identify and recommend to Owner all appropriate underwriters to provide necessary insurance coverage for the Project. All insurance policies will be placed with carriers meeting the standard A+15. No insurance policy will be placed with a carrier known to be substandard.

C. Market Owner's risks on the Project to underwriters, including gathering of data, developing underwriting submissions, and presenting the proposal to the underwriters;

D. Assemble and analyze all premium quotations received from underwriters for insurance to determine whether each meets the specifications. Compare the relative quality of each quote in terms of breadth of coverage, quality of insurer, and price;

E. Present to Owner, all premium quotations and declinations of quotations for insurance, along with a written analysis and recommendation of the best program for Owner;

F. Obtain approval from Owner of recommendations and place insurance coverage, obtain binders, policies, and endorsements, and handle placements and cancellations of insurance coverage for the Project in a

manner best protective of the interest of Owner;

G. Review insurance policies for each Project as received to verify conformance with specifications and negotiations, request any required changes, and insure that appropriate endorsements are issued effecting these changes;

III. Administration of Owner Controlled Insurance Program (hereinafter "OCIP)

A. Enroll contractors in the O.C.I.P. for each Project and process and file all necessary documentation;

B. Issue required insurance binders and policies to contractors and subcontractors on each Project;

C. Issue certificates of insurance as required by Owner and other insureds on each Project;

D. Obtain and maintain up-to-date verification of automobile liability and other contractually-required insurance from all contractors and subcontractors on each Project;

E. Obtain modifications to the insurance provided by the contractors on each Project, ensuring that the appropriate policy endorsements are issued;

F. Verify the accuracy of, all bills, audits, and other premium adjustments for insurance for each Project and submit to Owner in accordance with established billing procedures;

G. Prepare and submit to Owner all invoices for insurance premiums and other charges for each Policy;

H. Prepare and maintain the following project manuals:

1) Contractors Insurance Manual
2) Claims Management Manual

I. Explain to all contractors in each Project on their participation in the O.C.I.P. at pre-bid and pre-construction meetings;

J. Assist the Owner and the Construction Manager in the contract outreach program;

K. Coordinate the timely filing of Workers' Compensation unit statistical reports with the insurance carrier;

L. Submit to Owner the following documents:

1) Annual underwriting reports to underwriters;
2) Insurance policy review and analysis;
3) Final insurance audits;
4) Insurance premiums invoices;
5) Construction insurance cost budgets and forecasts;
6) A quarterly report summarizing accomplishments, current and planned activities, and information regarding losses and other pertinent details for each Project, submitted not later than the 20th day of the month following the period covered by the report;
7) An annual stewardship report aggregating details of monthly reports and summarizing services provided by Sedgwick for each Project, including observations and recommendations for improvement of O.C.I.P. in terms of insurance coverage, services, and other significant matters;

IV. Safety and Loss Control

A. Assist Owner and Construction Manager in the development of a construction safety incentive program for each Project;

B. Submit monthly accident statistics to Owner in the monthly report.

V. Claims Management

A. Develop a claims manual that will include updated claims handling and investigative procedures for each Project, including procedures for assignment of special claims to independent adjusters and for special handling of serious claims, in accordance with the insurers' practices and requirements;

B. Monitor and audit insurance carriers claims handling procedures and activities;

C. Act as contact point for contractors so they may properly file property and liability claims through your office for submission to the proper insurers.

EXHIBIT 2

FUNDING SCHEDULE
OWNER-CONTROLLED INSURANCE PROGRAM
PHASE 1, 2, 3, 4, 5, 6, 7 & Total

DESCRIPTION	PHASE 1 FY94	PHASE 2 FY95	PHASE 3 FY96	PHASE 4 FY97	PHASE 5 FY98	PHASE 6 FY99	PHASE 7 FY00	TOTALS
Base Scope (Exhibit 1)	$73,300	$439,800	$457,392	$475,688	$494,715	$269,359	$275,000	$2,485,254
Subtotal	$73,300	$439,800	$457,392	$475,688	$494,715	$269,359	$275,000	$2,485,254
Additional Services	$7,330	$43,980	$45,739	$47,568	$49,471	$26,935	$0	$221,023
Totals	$80,630	$483,780	$503,131	$523,256	$544,186	$296,294	$275,000	$2,706,277

MWWD CONSTRUCTION PROJECT LIST

Start 1/1/1999: Finish 12/31/2001

SITE		APPROXIMATE WORK IN PLACE VALUE (in millions)
A.	North City Water Reclamation Plant (NCWRP)	$ 235
B.	Pipelines	$ 25,540
C.	Metro Biosolids Center (MBC)	$ 1,639
D.	Point Loma	$ 45,199
E.	Wastewater Operations Management Network (COMNET)	$ 21,911
F.	South Bay System	$ 102,477
G.	Job Order Contract (JOC)	$ 7,000
TOTAL		**$ 204,000**

Note: **The above project list excludes Advanced Water Treatment**

(R-99-497)

RESOLUTION NUMBER R- 290979

ADOPTED ON NOV 24 1998

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of the City, an amendment to the agreement of June 21, 1994 with Sedgwick James of California, Inc., to extend for three years its administrative services in connection with the Metropolitan Wastewater Department's Owner Controlled Insurance Program, under the terms and conditions set forth in Amendment No. 1, on file in the office of the City Clerk as Document No. RR- 290979.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed $275,000 from Fund No. 41509, Job Order 5022, is hereby authorized, solely and exclusively to provide funds for the above Amendment No. 1 with Sedgwick James.

BE IT FURTHER RESOLVED, that on the advice of Sedgwick James, the City Manager is authorized to execute contracts to enter into or extend policies of insurance with admitted carriers, contingent on Council's approval of funding for this purpose in subsequent Fiscal Year budgets, and provided that the City Auditor and Comptroller first furnishes a certificate demonstrating that the funds necessary for expenditure are, or will be, on deposit in the City Treasury.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer excess budgeted funds, if any, to the appropriate reserves on advice of the administering department.

APPROVED: CASEY GWINN, City Attorney

By Frederick M. Ortlieb

Frederick M. Ortlieb
Deputy City Attorney

FMO:mb
11/03/98
Aud.Cert:9900491
Or.Dept:Risk Mgt
R-99-497
Form=auagr.frm

Passed and adopted by the Council of the City of San Diego on NOV 24 1998 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, STALLINGS, McCARTY, VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: WARDEN.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: PEGGY ROGERS, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION No. R- 290979, passed and adopted by the Council of The City of San Diego, California on NOV 24 1998.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: _____, Deputy

OFFICE OF CITY CLERK
SAN DIEGO, CALIFORNIA

DOCUMENT NO. RR-290979

FILED NOV 24 1998

RESOLUTION NO. R-290979

Council Docket of NOV 24 1998

Item No. 116

File Location Mcat

Legislative Recorder [signature]

Date sent our for signature 11-25-98

---

* Distribution of Executed Document: *

Originating Department Risk Management

Name Petra Yee (Dup & Copy)

Telephone 236-6784 M.S.# 51B

cc: Auditor - M.S.# 6A

Date distributed DEC 08 1998

Processor's initials [initials]

CLERK'S FILE COPY

(R-99-497)

RESOLUTION NUMBER R- 290979

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APPROVED: CASEY GWINN, City Attorney

By Frederick M. Ortlieb

Frederick M. Ortlieb
Deputy City Attorney

FMO:mb
11/03/98
Aud.Cert:9900491
Or.Dept:Risk Mgt
R-99-497
Form=auagr.frm

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER: 9900491

TO: CITY ATTORNEY

2. FROM: (ORIGINATING DEPARTMENT) Risk Management

3. DATE: October 14, 1998

4. SUBJECT: Amendment 1 for Owner Controlled Insurance Program Agreement with Sedgwick James

5. FOR INFORMATION, CONTACT: (NAME & MAIL STA.) Peter Yee

6. TELEPHONE NO. 236-6784

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2: X

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	41509			
DEPT.	777			
ORGANIZATION	445			
OBJECT ACCOUNT	4151			
JOB ORDER	5022			
C.I.P. NO.				
AMOUNT	$275,000			

9. ADDITIONAL INFORMATION / ESTIMATED COST:

This Action $275,000

Total $275,000

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPARTMENT DIRECTOR	Charles E. Mueller, Jr.	10-19-98	6	CITY MANAGER		10-27-98
2	MWWD	Steven C. Hamilton	10-14-98	7	AUDITOR		10/29/98
3	EOCP			8	CITY ATTORNEY		11/19/98
4	EAS	Joanne Kroach	10/22/98	9	ORIGINATING DEPARTMENT	Charles E. Mueller, Jr.	11-9-98
5	FM/CIP	Raquel Jarvis	10/23/98		MGR. DOCKET COORD.	11.09.98	COUNCIL REP.
				✓	RULES COMMITTEE	☒ CONSENT ☐ ADOPTION ☐ Refer to _____	Date 11-24-98

11. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

1. Authorizing the expenditure of $275,000 from Fund 41509 Job Order 5022 for the purpose of extending the existing Agreement with Sedgwick James for three (3) years;

2. Authorizing the City Manager to execute amendments to extend the insurance contract(s) for an additional two and a half (2.5) year period, contingent upon council approval of funding for this purpose in subsequent budgets and provided that the City Auditor first furnishes a certificate demonstrating that the funds necessary for expenditure are, or will be, on deposit in the City Treasury; and authorizing the City Auditor and Comptroller, upon advice from the administrating department, to transfer excess budgeted funds to the appropriate reserves.

11a. MANAGER'S RECOMMENDATIONS

Adopt the Resolutions R-290979 NOV 24 1998

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): Citywide

CITY CLERK INSTRUCTIONS: Please forward a copy of the resolution toMWWD, Attn: Pablo MS# 905

ENVIRONMENTAL IMPACT: This activity is exempt from CEQA pursuant to Section 15261(b)(1) as defined by the State CEQA Guidelines Section 15378.

CITY CLERK DIVISION
98 NOV 2 AM 10:20
CITY ATTORNEY

RECEIVED
98 NOV 10 AM 10: 01
CITY CLERKS OFFICE
SAN DIEGO, CA

SUBJECT:
Amendment 1 for Owner Controlled Insurance Program Agreement with Sedgwick James

1472A.

DOCKET SUPPORTING INFORMATION

On June 21, 1994, the City Council adopted Resolution R-284112 approving the City to enter into a contract with Sedgwick James of California (Sedgwick) for administrative services for an Owner Controlled Insurance Program (OCIP). The types of insurance covered by OCIP include, Worker's Compensation, General Liability, Builder's Risk and Excess Liability. With the continuation of the Point Loma Wastewater Treatment Plant upgrades, Job Order Contract and the South Bay Water Reclamation Projects, the Metropolitan Wastewater Department (MWWD) desires to continue the OCIP until December 31, 2001.

The current agreement with Sedgwick expires December 31, 1998. Over the past four (4) years, Sedgwick has acquired detailed knowledge of MWWD's construction program, including a working knowledge of the insurance providers as well as intimate knowledge of the multi-million dollar claims currently being processed. The MWWD is proposing a three (3) year extension at a cost of $275,000 which will increase the value of Sedgwick's contract to $2,706,277. MWWD has compared the proposed pricing for the amendment to the proposals recently received by the Water Department for their OCIP and the pricing is competitive.

Additionally the original 1472 authorized the City Manager to execute a contract(s) with insurance providers identified by Sedgwick for a period of five (5) years. The completion date for the insurance contract(s) is June 1999. With continued success on the OCIP, MWWD is requesting a two and half (2.5) year extension to December 31, 2001 (FY2002). The Rough Order of Magnitude (ROM) for the insurance premiums are as follows: FY00 $1,800,000; FY01 $2,000,000; and FY02 $1,000,000.

It is requested that the proposed Amendment No. 1 to the Agreement with Sedgwick James be approved and the insurance contract(s) for OCIP be extended until December 31, 2001. (FY2002)

Fiscal Impact: Funds for this purpose are available in the MWWD FY1999 O&M Budget.

BY LINE: (CITY MANAGER / DEPT. HEAD / AUTHOR INITIALS)
UBERUAGA / C.E.MUELLER / PY

R- 290979

SIGNATURES:

Edward S. Olivia
ORIGINATING DEPT. HEAD

CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)

RECEIVED
98 NOV 10 AM 10: 01
CITY CLERKS OFFICE
SAN DIEGO, CA

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
October 23, 1998

SUBJECT: **Amendment 1 for Owner Controlled Insurance Program Agreement with Sedgwick of California**

GENERAL CONTRACT INFORMATION

Consultant:	Sedgwick of California
Amount of this Action:	$ 275,000
Original Agreement:	$ 80,630
Cumulative Contract Total to date:	$2,706,227
Funding Source:	City of San Diego
Goals:	Voluntary Minimum Participation Level (MPL) of 15%

This agreement extends the existing agreement with Sedgwick for three years.

SUBCONSULTANT PARTICIPATION

The Consultant's subconsultant participation to date is 22.5%, with 22.5% DBE. Subconsultant participation listed for this action is as follows:

Curtis Moring (DBE)	$ 41,250 - $49,500	15% - 18%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Sedgwick James of California submitted a Work Force Report for their San Diego County employees on 3/13/98, and there has been no change in the work force since then. The work force analysis reflects under representations as follows:

✧ Women in Sales

Staff has requested an updated EEO Action Plan which describes equal employment policies and practices that are expected to remedy the identified underrepresentations. Due date is 30 days from award of contract.

The Work Force Analysis is attached.

R-290979

Debra Fischle-Faulk
EOCP Manager by skk

File: rev. WOFO90

Date WOFO Submitted: 03/13/98

Input by: SKK

Goals reflect statistical labor force availability for the following:

San Diego - 1990 CLFA XXX

City of San Diego/Equal Opportunity Contracting Program

WORK FORCE ANALYSIS REPORT

FOR

Company: *Sedgwick of California, Inc*

I. TOTAL WORK FORCE:

	CLFA Goals	African American M	African American F	CLFA Goals	Latino M	Latino F	CLFA Goals	Asian M	Asian F	CLFA Goals	Native American M	Native American F	CLFA Goals	Filipino M	Filipino F		Caucasian & Other M	Caucasian & Other F
Executive	3.8%	0	0	9.0%	0	0	2.6%	0	1	0.6%	0	0	2.6%	0	0		0	1
Professional	4.0%	0	0	8.6%	0	0	2.8%	0	0	0.5%	0	0	2.8%	0	0		1	0
Eng/Architec	2.5%	0	0	6.2%	0	0	5.0%	0	0	0.3%	0	0	5.0%	0	0		0	0
Technical	5.1%	0	1	10.0%	0	0	5.5%	0	0	0.5%	0	0	5.5%	0	0		0	5
Sales	3.7%	0	0	13.9%	0	0	2.8%	0	0	0.6%	0	0	2.8%	0	0		3	0
Admin. Supp	6.5%	0	0	14.5%	0	0	1.5%	0	0	0.8%	0	0	1.5%	0	1		0	4
Services	6.5%	0	0	30.5%	0	0	4.1%	0	0	0.8%	0	0	4.1%	0	0		0	0
Crafts	4.4%	0	0	21.8%	0	0	3.9%	0	0	0.7%	0	0	3.9%	0	0		0	0
Operators	5.0%	0	0	34.5%	0	0	8.4%	0	0	0.8%	0	0	8.4%	0	0		0	0
Transportatio	7.5%	0	0	19.7%	0	0	1.7%	0	0	1.0%	0	0	1.7%	0	0		0	0
Laborers	5.1%	0	0	35.2%	0	0	2.7%	0	0	0.8%	0	0	2.7%	0	0		0	0
TOTAL		0	1		0	0		0	1		0	0		0	1		4	10

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force vailability oals for each employment and ethnic/gender category.

	TOTAL EMPLOYEES ALL	TOTAL EMPLOYEES M	TOTAL EMPLOYEES F	FEMALE Goals
Executive	2	0	2	44.7%
Professional	1	1	0	56.7%
Eng/Architects	0	0	0	10.6%
Technical	6	0	6	39.1%
Sales	3	3	0	48.1%
Admin. Support	5	0	5	75.9%
Services	0	0	0	56.3%
Crafts	0	0	0	10.4%
Operators	0	0	0	37.1%
Transportation	0	0	0	11.0%
Laborers	0	0	0	15.3%
TOTAL	17	4	13	

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

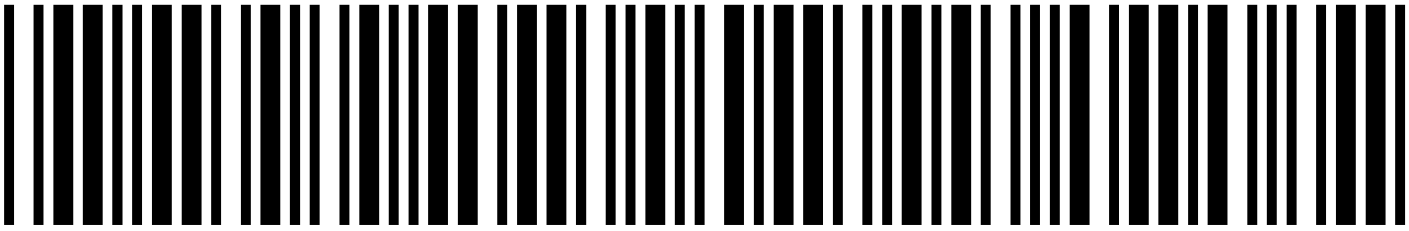
	African American Goals	African American Actual	African American *Discrepan*	Latino Goals	Latino Actual	Latino *Discrepan*	Asian Goals	Asian Actual	Asian *Discrepan*	Native American Goals	Native American Actual	Native American *Discrepan*	Filipino Goals	Filipino Actual	Filipino *Discrepan*	Women Goals	Women Actual	Women *Discrepan*
Executive	0.08	0	N/A	0.18	0	N/A	0.05	1	N/A	0.01	0	N/A	0.05	0	N/A	0.89	2	1.11
Professional	0.04	0	N/A	0.09	0	N/A	0.03	0	N/A	0.01	0	N/A	0.03	0	N/A	0.57	0	N/A
Eng/Architects	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.31	1	N/A	0.60	0	N/A	0.33	0	N/A	0.03	0	N/A	0.33	0	N/A	2.35	6	3.65
Sales	0.11	0	N/A	0.42	0	N/A	0.09	0	N/A	0.02	0	N/A	0.08	0	N/A	1.44	0	(1.44)
Admin. Support	0.33	0	N/A	0.73	0	N/A	0.08	0	N/A	0.04	0	N/A	0.08	1	N/A	3.80	5	1.21
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operators	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but when DISCREPANCY is less than -1.00 position, N/A will be displayed to show there is no underrepresentation.

R-290979

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: HANDWRITTEN NOTES - EXHIBIT (19)

Document Date: 11/19/1998
MM/DD/YYYY

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

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Received Date:
MM/DD/YYYY

11/7 — pc Dr B's office again requested pt P&S report — Dixie V'd 10/5 Dr's status report several times in her computer & then said she needs to have Dr write the P&S report because it doesn't appear that he wrote it & pt does not have a return Dr visit. Requested she fax it to me.

11/19 — (VM) pc from Dr B (Marlene) — says pens rem'd in office on 10/5 & pt was supposed to have returned for F/U & Dr 10 days later so that Dr could P&S. Feels pt never got back in to see Dr & that they are planning to contact pt & sched him in. Will P&S then. (Says that orig. planned to P&S by 11/1, but pt never came back in).

— pc pt's home (Astra) & LMR that pt sched F/U appt w Dr & that he CB w D&T.

— pc Dr B (Marlene) & was told pt was never sched'd for F/U P&S appt. Was also told X-Rays were taken on 10/5 & pin removal was actually done on 10/6.

11/24 — pc Dr B's to determine D&T of P&S appt 12/9 at 5pm.

— pc adj (VM) & informed her that Dr's office got back to me hope that the P&S report would be available shortly once to send out & that they did not sched pt back for P&S visit. Told her it is sched'd for 12/9 at 5p & that I plan to attend if OK w Dr.

— Progress Report #37 written

12/ — (VM) pc from adj — tells me that I do not need to attend P&S ~~appt~~ & OK to close file.

2/3/98 + Closing Report & Cost Benefit Letter written. D. Harrah RN

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DOCUMENT SEPARATOR SHEET

Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: MEDIATION BRIEF - THIRD PARTY (OLSEN STEEL)-EXHIBIT- 20

Document Date: 08/18/1998
MM/DD/YYYY

Author: DEAN GOETZ - ATTORNEY FOR APPLICANT

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Received Date:
MM/DD/YYYY

DEAN A. GOETZ
Attorney at Law
603 N. Highway 101, Suite H
Solana Beach, CA 92075
State Bar No. 65949

Telephone: (619) 481-8844
Attorney for Plaintiff RICK A. HOLLIFIELD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, EL CAJON BRANCH

RICK A. HOLLIFIELD; [redacted] Plaintiffs, vs. OLSEN STEEL, INC., a California corporation and DOES 1 to 100, inclusive Defendants.	PLAINTIFF RICK HOLLIFIELD'S MEDIATION BRIEF Date: Tuesday, August 11, 1998 Time: 1:00 p.m. Place: 501 W. Broadway Suite 1770 San Diego, CA 92101-3595 Honorable Harry McCue

I. FACTS

Plaintiff RICK A. HOLLIFIELD (hereinafter "HOLLIFIELD") was employed by Kvaas Construction (hereinafter "KVAAS") working as a laborer (steel worker) on the Metropolitan Waste Water Treatment Center site located at 5240 Convoy Street, San Diego, California on or about August 28, 1996. KVAAS was the general contractor on site and Defendant OLSEN STEEL, INC. (hereinafter "OLSEN") was a subcontractor on this job site. OLSEN provided all the steel channels for this job site. OLSEN delivered the steel and moved the steel around the job site as necessary with their cranes and lifts. Large tilt up concrete buildings were being constructed at the site and KVAAS was responsible for placing and

EXHIBIT 1
PG. 8 IN TRANS
Deponent MR. GOETZ
Laura Longarini
Date 2/9/01 Rptr. 12384
WWW.DEPOBOOK.COM

securing the steel beams on the concrete walls. Many of the steel channels were attached with bolts to the concrete walls while the walls were on the ground. However, some of the steel channels could not be attached to the walls until the walls were tilted up and in position.

HOLLIFIELD's duties included attaching the steel channels to the concrete walls. HOLLIFIELD was injured when he and Danny Privett were attaching a twenty-two foot steel channel (12 inches wide and 20.7 pounds per foot/total weight was 455 pounds) to a wall in room 122 of one of the tilt up concrete buildings. HOLLIFIELD and Privett were working in a room which had all four walls in place with several open doorways and an open roof.

Kurt Roll, an employee of Defendant OLSEN STEEL, used a sky track lift to pick up the steel channel (outside the building) and lift it up over the wall. He lost sight of the steel channel when the channel was lowered over the thirty foot (30') wall. Ken Younghusband was acting as a signalman for Kurt Roll. However, Younghusband and Roll did not have visual contact, nor did they have radios. Construction safety rules require a radio when a sky lift (crane) operator does not have constant visual contact with his signalman. (See attached Exhibit 1) Clearly, Roll and Younghusband were negligent in the operation of the sky track. They violated a very clear standard safety rule.

As the 455 pound steel channel (attached by one center cable rope only) was being lowered over the north wall of room 122 the steel channel hung up on a steel ledger on the east wall. Younghusband had to walk out of the room in order to signal Roll, the crane operator. The delay between recognition of the need to have Mr. Roll stop the crane from lowering the steel channel and the actual signal caused slack of approximately 18 to 24 inches to develop in the cable which was attached to the steel channel. The channel wedged on the ledger nearest HOLLIFIELD.

All construction experts would agree that slack in a cable in a situation such as the one which occurred here is a dangerous situation and the slack was a contributing factor in Mr. Hollifield's fall and resultant injury.

Mr. McKibben, HOLLIFIELD's expert, clearly states that the primary, and probably sole cause of HOLLIFIELD's fall was the slack in the cable.

There are several versions of what occurred after the steel channel was hung up on one end.

Version no. 1: HOLLIFIELD had his hand on the channel to keep it from swinging toward him and to allow him to move the channel into its proper location. The steel channel wedged onto a steel ledger on the east wall. The channel was to be attached to the north wall and HOLLIFIELD was working from his ladder which was placed on the East wall. The steel channel was raised by DEFENDANT's sky track releasing it from the wedged situation. It was then lowered, but due to the slack in the cable the steel channel dropped two to four feet suddenly and unexpectedly which caused HOLLIFIELD to lose his balance and fall.

Version no. 2: HOLLIFIELD had his hand on the channel to keep it from swinging toward him and to allow him to move the channel into its proper location. The steel channel wedged onto a steel ledger on the east wall. HOLLIFIELD was pushing the channel away from him in an attempt to dislodge the channel. The channel released and due to the slack in the channel it dropped two to four feet causing HOLLIFIELD to lose his balance and fall.

II. ISSUES

The main issue in the case will be liability, since all parties agree that HOLLIFIELD has suffered a very severe and permanent injury. HOLLIFIELD severely fractured (crushed) his left wrist joint. He has had eleven surgical procedures so far, and he currently has virtually no grip strength in his left (dominant) hand and almost no movement in his wrist. He will be permanently disabled and not able to continue working in the construction field. At age 31 he was finally making good wages and had a bright future as a journeyman steelworker and now his excellent potential earning capacity is gone.

III. LIABILITY

Plaintiff contends that the third party defendants (OLSEN STEEL, INC) through its employees Kurt Roll and Ken Younghusband negligently operated a crane in such a manner as to cause slack in the cable which resulted in a sudden drop of the channel causing HOLLIFIELD to lose his balance and fall from his ladder.

It is irrefutable that Roll and Younghusband violated OSHA rules by failing to use radios as required. This was a "blind drop" and it requires radios. Olsen claimed at his deposition that he could see Younghusband's hands through the doorways and that he received sufficient hand signals. Howard Cayton, the site safety inspector, investigated the scene and concluded that it was impossible to stand in room 122 and signal to the crane operator from the doorways. Younghusband claims that he relayed his signals from room 122 to a co-employee, Jose Lopez, who was standing in the doorway who than relayed the signals to Roll. An electrician in adjoining room 124 says there was no relay signalman. Even if there was a relay signalman, this violates the OSHA safety rule requiring direct eye visual contact between signalman and crane operator. Hollifield and Privett, who were on the ladders in the room, both state that Younghusband was the only signalman, and he was in the room with them and the1n from time to time walked out of the room. **It doesn't matter which version is accurate because in every version Olsen Steel is negligent.**

Defendants contend that HOLLIFIELD's use of his ladder was negligent and that this was the primary cause of the accident. HOLLIFIELD placed his ladder and used it in the safest manner possible given the circumstances which were presented to him. If his ladder had been facing the wall as required by some ladder safety standards, HOLLIFIELD certainly would have been knocked off the ladder by the channel as it came over the wall. Even if HOLLIFIELD's ladder had been held by someone below, he still would have been knocked off the ladder as the channel came over the wall if he had placed his ladder on the wall where the channel was to be installed.

Even Mr. Younghusband, the signalman, admitted in his deposition that he would have placed his ladder precisely where HOLLIFIELD placed his ladder given the circumstances. Furthermore, photographs taken by the safety expert after the incident clearly demonstrate that it is not necessary to have someone hold the bottom of the ladder in order to use a ladder safely.

Plaintiffs contend that this is a clear case of negligence on the part of OLSEN and that any contributory negligence of HOLLIFIELD is negligible

IV. INJURIES

The injuries suffered by Rick Hollifield are as follows:

1. **Severe comminuted (crushing) fracture to his distal left wrist:**
2. **Destruction of the joint between the radius and proximal carpal row;**
3. **Severe, acute, carpal tunnel syndrome;**
4. **Chest, ribs and forehead contusions;**
5. **Severely bruised left shoulder;**
6. **Head trauma;**

The symptoms which accompanied these injuries are as follows:

1. **Permanent loss of range of motion in wrist and distal radial ulna joint;**
2. **Complete loss of grip strength in left hand;**
3. **Post-traumatic arthritis of the left wrist;**
4. **Tingling, numbness and stiffness in the left hand and fingers;**
5. **Abdominal pain and nausea;**
6. **Left chest pain;**
7. **Severe occipital headaches;**
8. **Left shoulder pain;**
9. **Reactive depression and sleep disorder;**

The surgeries required as a result of the injuries include the following:

1. 8/28/96 Dr. Kupfer
   1) Reduction of distal radius fracture

2) Application of an temporary external fixator and long arm splint

2. 8/30/96 Dr. Braun
Forearm fasiotomy; decompress median nerve in the wrist and the muscles of the dorsal and volar aspects of the forearm.

3. 9/5/96 Open reduction surgery to left distal radius and internal fixation of intra-articular depressed fracture with bone graft; modification of external fixator

4. 11/19/96 Remove deep threaded pins from wrist; remove external fixator and application of fiberglass case

5. 3/20/97 Osteotomy of the left radius; internal fixation plate applied

6. 10/30/97 1) Osteotomy and fusion procedure at the distal radius-proximal carpal row level with bone graft
2) Arthroplasty distal radius - ulnar joint
3) Application of external fixator with two longitudinal fixation bars

7. 11/10/97 Applied short-arm cast incorporating the fixator into the cast materials.

8. 1/13/98 Removal of external fixator and deep pins in the area of left wrist and radius

9. 1/21/98 Removal of pin along the radial border of the wrist. Three deep wires continue to remain in place to secure the fusion area. Short-arm fiberglass cast over Gortex liner was applied.

10. 3/9/98 Re-apply short-arm fiberglass case over Gortex lining from thumb and mid-palm to the proximal forearm

11. 6/11/98 Bone plating and bone graft procedure in the area just proximal to the left wrist. Bone fragments were taken from hip.

Even after eleven surgeries, HOLLIFIELD's left wrist has still not healed. He is still wearing a cast, and he still doesn't know if he will ever have any movement in his left wrist. The numerous surgeries and recovery periods have left him with a very small left arm. The atrophy of his left arm is very obvious and embarassing. The best Mr. Hollifield can hope for is a left wrist which doesn't cause him constant pain. His left wrist will be virtually immobilized due to the fusions, and he will have almost no grip strength in his left hand. He will not be able to perform any manual labor or any activity which requires gripping or lifting or holding an object.

He will have life long pain in his left wrist but the degree of pain is not yet known.

V. LOSS OF INCOME

At the time of the accident Mr. Hollifield was working for KVAAS as a laborer hoping to become a journeyman steel worker. He was earning $20.55 per hour for KVAAS. His job prior to the KVAAS job paid $19.30 per hour.

Mr. Hollifield graduated from high school but he has no other formal education. He was not a good student. It is going to be very difficult for Mr. Hollifield to be retrained to perform well in any occupation which will pay even half as much as he was making as a laborer, let alone a steel worker.

This is not simply a wrist injury case. **This is a very devastating injury case because Mr. Hollifield's whole life has changed as a result of this accident.** At the time of the accident, Mr. Hollifield was only 31 years of age, which means he had at least 34 more wage earning years. Please see attached Exhibit 2 which sets forth the estimated loss of earnings.

VI. MEDICAL EXPENSES AND DAMAGES

The medical expenses incurred thus far by Mr. Hollifield are set forth in the attached Statement of Medical Expenses and they have been paid by Argonaut Insurance Company. **Argonaut is the workers compensation insurance representing KVAAS and Argonaut is the insurance company representing the Defendant in this law suit, OLSEN STEEL, INC.**

VII. CONCLUSION

Defendant was negligent in not properly supervising, training and managing its employees, not adhering to the Construction Safety Standards and not providing the signalman with adequate electronic communication equipment so he could immediately inform the crane operator of a dangerous situation in the lowering of the steel channel. Defendant's negligence and carelessness caused a dangerous condition which caused Plaintiff to be injured.

In evaluating this claim one must consider that this claim is truly a **personal injury** which was **suffered by Rick Hollifield** . He has incurred extreme pain and suffering as a result of defendant's negligence. No one can accurately anticipate all of the monetary, emotional, psychological and personal damages that Rick will surely suffer as a result of his injurics but he only has one opportunity to be compensated for his injuries. Rick has been unable to return to work and will **never be able to return to his chosen profession**. He is struggling to maintain his psychological stability because of inactivity, lack of scheduling, and essentially too much free time on his hands with too much to think about. Rick has separated from his wife of nearly five years because of tension due to the injury and his lack of activity, loss of daily structure, financial constraints, and increased tension around the house. Instead of looking forward to promotions and stability as a result of employment longevity, Rick now looks at permanent disability, extended vocational rehabilitation and entry level employment.

Dated: August 17, 1998

Respectfully Submitted:

DEAN A. GOETZ
Attorney for Plaintiff

Exhibit 2

Rick Hollifield

D/O/B 1-27-65
Age 33

I. Loss of Income

Facts:

1. **Earnings at time of injury: $20.55 per hour or $822 per week or $42,744 per year.**
2. **Expected earnings due to injury: $8 per hour or $320 per week or $16,640 per year.**
3. **Expected earnings if Hollifield had become a journeyman steelworker: $29.25 per hour.**

A. **Loss of Earnings to Date**

Earnings Loss from August 28, 1996 to August 28, 1998:
$26,104 x 2 years = $52,208.

B. **Future Loss of Earnings**

32 years at $26,104 per year = $835,328

Total Loss of Earnings **$887,536**

If one assumes that Hollifield would have become a journeyman steel worker within 4 years, the loss of earnings would be greater.
($60,840-$16,640 = $44,200 x 30 years =$1,326,000 + $52,208 = $1,378,208)

STATEMENT OF DAMAGES

RICK A. HOLLIFIELD

DATE OF INJURY: AUGUST 28, 1996

Age: 33

I. SPECIAL DAMAGES

A. **Medical Expenses** Medical bills incurred to date:	$ 105,608
B. **Future Medical Expenses** Estimated future medical expenses:	$ 60,000
C. **Loss of Income**	$ 887.536
D. **Cost of Retraining** 2 years at $30,000 per year	$ 60,000
TOTAL SPECIAL DAMAGES:	**$1,113,144**

II. GENERAL DAMAGES

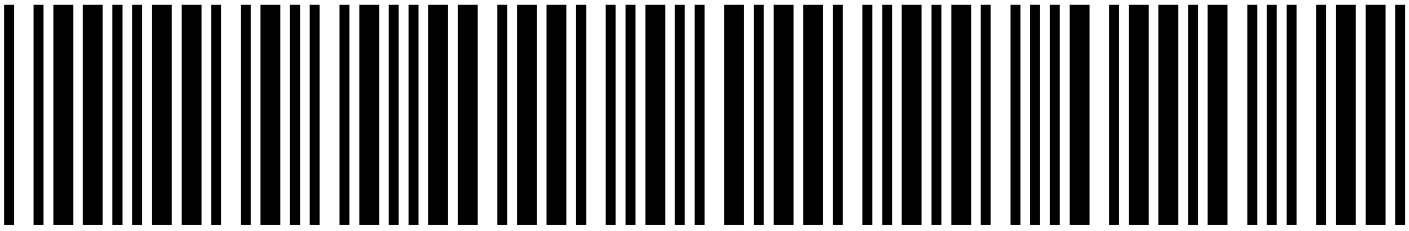
A. **Pain and Suffering**

Pain, suffering & trauma incurred at time of injury:	$ 20,000
Pain, suffering & trauma associated with 7 major wrist surgeries:	$ 175,000
Pain, suffering & trauma associated with 4 minor wrist surgeries:	$ 40,000
Loss of enjoyment of life: No sports; no physical activities involving wrist movement; loss of self-esteem	$ 400,000
Pain & Suffering associated with constant wrist joint pain, including arthritic pain and numbness, lack of motion and stiffness in wrist, loss of grip strength and arm strength.	$ 400,000
TOTAL GENERAL DAMAGES:	**$1,035,000**
TOTAL DAMAGES:	**$2,148,144**

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Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: TRIAL RE-SCHEDULE (OLSEN STEEL) - EXHIBIT - 21

Document Date: 10/21/1998
MM/DD/YYYY

Author: KENNETH KAWABATA - ATTORNEY FOR OLSEN STEEL

Office Use Only

Received Date:
MM/DD/YYYY

SUPERIOR COUR. OF CALIFORNIA, COUNTY OF SAN DIEGO

250 E. Main Street, Dept. D
El Cajon, CA 92020
619-441-4694

TO:

FILE COPY: PAGE 1 OF 1

3 NOTICES PREPARED

RICK A. HOLLIFIELD,et al. Plaintiff(s) vs. OLSEN STEEL INC. Defendant(s)	Case No.: EC15235 **NOTICE OF HEARING**

Notice is given that the above-entitled case has been set for the reason listed below and at the location shown above. All inquiries regarding this notice should be referred to the court and phone number listed above.

TYPE OF HEARING	DATE	TIME	REPORT TO JUDGE
Trial Readiness Conference	12/04/98	08:30AM	HARRISON R. HOLLYWOOD
RESCHEDULED from 10/23/98 10:00AM Judge HARRISON R. HOLLYWOOD			
Trial	12/04/98	08:30AM	HARRISON R. HOLLYWOOD
RESCHEDULED from 11/20/98 08:30AM Judge HARRISON R. HOLLYWOOD			

Reminder: Failure to deposit jury fees on or before the date agreed upon will constitute a waiver!

CERTIFICATE OF SERVICE

I, KENNETH E. MARTONE, certify that: I am not a party to the above-entitled case; on the date shown below, I served this notice on the parties shown by placing a true copy in a separate envelope, addressed as shown; each envelope was then sealed and, with postage thereon fully prepaid, deposited in the United States Postal Service at El Cajon, California.

Dated: 10/21/98

KENNETH E. MARTONE Clerk of the Superior Court
by ROBERT KROTZER, Deputy Clerk

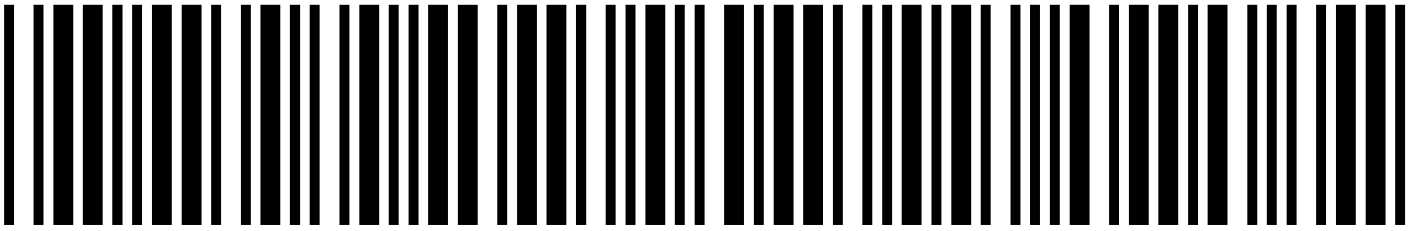
WILLIAM L. BURNELL
BORGERDING, PETERSON, BURNELL, GLAUSE...
222 W. MADISON AVE.
EL CAJON, CA 92020

DEAN A. GOETZ
LAW OFFICES OF DEAN A. GOETZ
603 NORTH HIGHWAY 101 SUITE H
SOLANA BEACH, CA 92075

KENNETH S KAWABATA
SYMPHONY TOWERS
750 B STREET., SUITE 1200
SAN DIEGO, CA 92101

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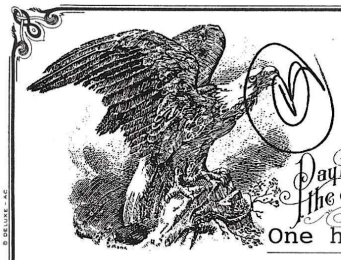
Document Title: C&R SETTLEMENT CHECK

Document Date: 11/09/1998
MM/DD/YYYY

Author: DEAN GOETZ - ATTORNEY FOR APPLICANT

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Received Date: _____
MM/DD/YYYY



DEAN GOETZ, ATTORNEY AT LAW
TRUST ACCOUNT
603 N. HIGHWAY 101
SOLANA BEACH, CA 92075

No. 1207

11 - 9 19 98

16-24/773
1220

Pay to the order of Rick A. Hollifield $100,000.00

One hundred thousand and 00/100's DOLLARS

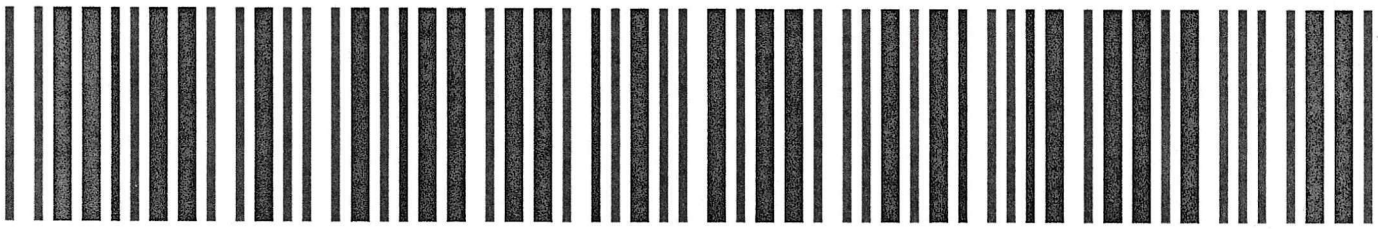
DEL MAR OFFICE
WELLS FARGO BANK
2749 VIA DE LA VALLE, DEL MAR, CA 92014

FOR Hollifield v. Olsen Steel Stlmt Fees

⑈001207⑈ ⑆122000247⑆0773 203757⑈

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Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: 3RD PARTY LAWSUIT DISMISSAL (WITH PREJUDICE) - EXHIBIT- 23

Document Date: 11/09/1998
MM/DD/YYYY

Author: DEAN GOETZ / APPLICANTS ATTORNEY???

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Received Date: _____
MM/DD/YYYY

982(a)(5)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):	TELEPHONE NO.:	FOR COURT USE ONLY
Dean A. Goetz (Bar No. 65949) 603 N. Highway 101 Solana Beach, CA 92075	(619) 481-8844	FILED 98 NOV 17 PM 1:36 KEITH B. HARTONE CLERK - SUPERIOR COURT SAN DIEGO COUNTY, CA.
ATTORNEY FOR (Name): Plaintiff Rick A. Hollifield		
Insert name of court and name of judicial district and branch court, if any: Superior Court of the State of California County of San Diego, East County Branch		
PLAINTIFF/PETITIONER: Rick A. Hollifield DEFENDANT/RESPONDENT: Olsen Steel, Inc.		
REQUEST FOR DISMISSAL [X] Personal Injury, Property Damage, or Wrongful Death [ ] Motor Vehicle [ ] Other [ ] Family Law [ ] Eminent Domain [ ] Other *(specify)*:		CASE NUMBER: EC 15235

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. **TO THE CLERK:** Please **dismiss** this action as follows:
   a. (1) [X] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (4) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (5) [X] Entire action of all parties and all causes of action
   (6) [ ] Other *(specify)*:*

Date: November 9, 1998

Dean A. Goetz, Esq.
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[X] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-complainant

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

2. **TO THE CLERK:** Consent to the above dismissal is hereby given.**
Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-complainant

** If a cross-complaint—or Response (Family Law) seeking affirmative relief—is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

(To be completed by clerk)

3. [✓] Dismissal entered as requested on *(date)*: NOV 17 1998
4. [ ] Dismissal entered on *(date)*: as to only *(name)*:
5. [ ] Dismissal **not entered** as requested for the following reasons *(specify)*:

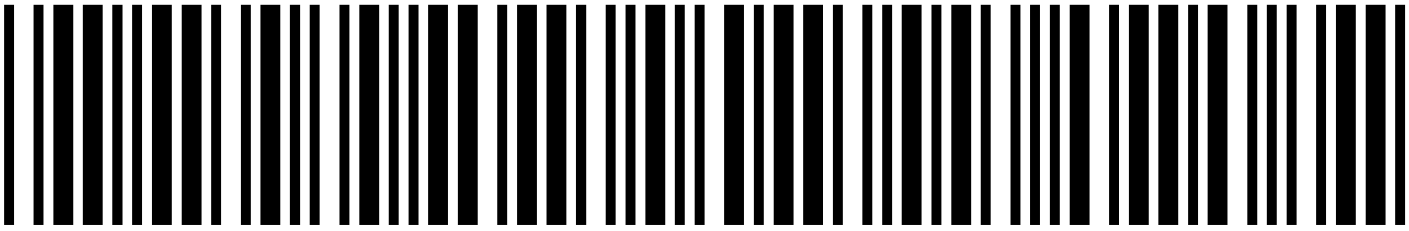
6. [ ] a. Attorney or party without attorney notified on *(date)*:
   b. Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to conform [ ] means to return conformed copy

Date: NOV 17 1998

Clerk, by G. Palmer, Deputy

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: PROGRESS RECORD- EXHIBIT 26

Document Date: 11/16/2000
MM/DD/YYYY

Author: DR. REID ABRAMS

Office Use Only

Received Date:
MM/DD/YYYY

UCSD Healthcare

PROGRESS RECORD

HOLLIFELD, RICK
1785866

Source | Date

06-17-99

Patient Identification

HAND CLINIC

ATTENDING: Reid Abrams, M.D.

HISTORY: The patient's history is complex and was summarized in a previous note. On 06-08-99, he underwent left wrist midcarpal joint fusion and repair of the distal radial nonunion that he had. This now creates a total wrist fusion for him since he had had a radiocarpal fusion done by Dr. Braun. Despite multiple previous attempts at getting the nonunion to heal, it had not healed and lead to plate breakage during the earlier radiocarpal fusion procedures. At the time of his recent surgery, a fibrous nonunion was noted and was treated by tricortical iliac crest bone graft and completion of his total wrist fusion.

The patient returns today for suture removal and placement of a short-arm cast. He has had no interim problems.

PHYSICAL EXAMINATION: On physical examination, the wrist is held in a position of about 30 degrees of extension. He has full pronation but supination is limited by pain at the end of the ulna and at the interspace between the ulna and distal part of the radius. There does not appear to be any sign of infection.

IMPRESSION: The patient is doing well in the early postoperative period after total wrist fusion and repair of a nonunion of the distal radius. I am concerned that the patient may have residual ulnar-sided wrist pain which may either be at the distal end of the ulna vs. between the radius and ulna, or both. If this is the latter, one option is to complete a Darrach procedure. If it is only at the end of the distal ulna, probably the best option would be a formal ulnar shortening.

PLAN: At this time, we will allow the patient to heal his fusion and start a rehabilitation program and assess this later. The patient will followup in four weeks.

Reid Abrams

Reid Abrams, M.D.

RA/tc10630G.RA
D: 06-17-99 R: 06-18-99 T: 06-21-99

cc: Mr. Rick Hollifeld
1042-A S. Anza Street
El Cajon, California 92020

151-176(R2-99)6

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DOCUMENT SEPARATOR SHEET

Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title: UCSD-NEUROLOGY-EMG-NCV-LAB-REPORT - EXHIBIT (25)

Document Date: 09/19/2000
MM/DD/YYYY

Author: DR. REID ABRAMS

Office Use Only

Received Date:
MM/DD/YYYY

UCSD Neurology

EMG/NCV Lab Report

Patient: Hollifield, Rick A
UCSD MR#: 178 58 66-3

Requested by	Site of Study	Sex: M	DOB: 01/22/1965
Abrams / 04915	UCSD Medical Center - Hillcrest		
Exam Requested: Left upper extremity- 9/19/00			
Reason for Referral: Neuritis at wrist			

COPY

Report

1. Bilateral median motor studies are normal.
2. The left median digital sensory study shows decreased amplitude of 1/3 of the right side with normal conduction velocity.
3. The left median palmar sensory study is normal.
4. The left ulnar digital sensory study shows decreased amplitude that is ½ of the right side with normal conduction velocity.
5. The left dorsal cutaneous ulnar nerve shows decreased amplitude with normal conduction velocity.
6. The left median sensory study recording from the elbow and stimulating at the wrist shows an amplitude that is slightly less than ½ of the right side with normal conduction velocity.
7. The left ulnar motor study is normal.
8. The right ulnar digital sensory study is normal.
9. The right median digital sensory study is normal.

IMPRESSION:

This study is abnormal with decreased left sensory amplitudes of the median and ulnar nerves compared with the right side indicating that axonal loss of about 50% has occurred. The localization is not entirely clear for each nerve but it appears that there is more involvement at the wrist, with some involvement in the forearm (? from the compartment syndrome). The median sensory nerve is more severely affected than the ulnar sensory nerve.

Geoffrey Sheean, MBBS / Anne Casey, MD
Staff neurologist

UCSD- EMG DEPARTMENT - Hillcrest
Dr. Geoffrey Sheean
EMG1

Patient: Hollifield Rick
I.D.#: 1785866

Physician: Casey
Test Date: 09/19/00

History/Comments:

Multiple surgeries status post trauma 1996 with fracture of distal radius on the left with residual numbness and weakness of left hand

Motor Nerve Study

Left Median Nerve Rec Site: APB STIM SITE	Lat (ms)	Amp (mV)	Dist (mm)	C.V. (m/s)
Wrist (med)	3.4	9.0		
Elbow	7.3	8.5	230	59.4

Right Median Nerve Rec Site: APB STIM SITE	Lat (ms)	Amp (mV)	Dist (mm)	C.V. (m/s)
Wrist (med)	3.9	9.7		
Elbow	8.3	8.0	260	58.2

Left Ulnar Nerve Rec Site: ADM STIM SITE	Lat (ms)	Amp (mV)	Dist (mm)	C.V. (m/s)
Wrist (uln)	2.7	9.0		
Below Elbow	5.6	7.8	180	61.3
Ab.Elbow	7.3	7.8	100	57.6

Sensory Nerve Study

Left Median Nerve Rec Site: Wrist (med) STIM SITE	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
Index	2.5	3.2	6.0	140	56.7
Mid Palm	1.2	2.0	26.7	80	64.8

Left Median Nerve Rec Site: Elbow (med) STIM SITE	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
wrist (med)	3.2	4.1	23.0	215	67.1

Patient: Hollifield Rick
I.D.#: 1785866

Test Date: 09/19/00

Sensory Nerve Study

Left Median Nerve

Rec Site: Wrist (med)	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
STIM SITE					
	3.5	4.1	21.7	230	65.0

Right Median Nerve

Rec Site: Wrist (med)	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
STIM SITE					
Index	2.6	3.2	18.0	145	55.0

Right Median Nerve

Rec Site: Wrist (med)	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
STIM SITE					
	3.6	4.3	39.7	230	63.3

Left Ulnar Nerve

Rec Site: Wrist (uln)	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
STIM SITE					
5th dig	2.0	2.6	8.0	115	56.5

Right Ulnar Nerve

Rec Site: Wrist (uln)	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
STIM SITE					
5th dig	2.1	2.7	15.7	115	54.7

Right Ulnar Nerve

Rec Site: Dorsal (uln)	Lat (ms)	Pk LAT (ms)	Amp (uV)	Dist (mm)	C.V. (m/s)
STIM SITE					
wrist (uln)	1.4	2.2	3.7	100	71.4

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DOCUMENT SEPARATOR SHEET

Product Delivery Unit: ADJ

Document Type: MEDICAL DOCS

Document Title:

Document Date: 06/17/1999
MM/DD/YYYY

Author: DR. REID ABRAMS

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Received Date:
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11-16-00

HAND CLINIC

ATTENDING: Reid Abrams, M.D.

HISTORY: The patient comes in today still complaining vehemently of pain on the volar radial aspect of his left wrist. He says that gripping activities also lead to pain, as well as bumping the volar radial aspect of his wrist. Associated with bumping his wrist, he gets dysesthesias into the radial three digital pads. Of note is that at the time of his original injury, he did have a history of compartment syndrome. He did have compartment releases volarly and dorsally on the forearm. Then he remembers that several days later, he underwent a carpal tunnel release due to acute carpal tunnel syndrome.

PHYSICAL EXAMINATION: On physical examination, he has a nicely healed clinical union of his distal radius fracture and radiocarpal fusion. He has excellent gross grasp and release, and pronation and supination. He does have a dysesthesia and positive Tinel's to percussion over the volar radial aspect of the wrist and distal forearm with radiation into the thumb, index, and long fingers. He has normal sensibility subjectively over the base of the thenar imminence. Today, he had Simms-Weinstein tests which show numbers of 2.44 in all digits, and this is symmetric bilaterally including in the digits of complaint.

IMPRESSION: Probable median neuritis. The patient did have electrodiagnostic studies that demonstrate a median neuropathy of undetermined location. Localization was not entirely clear except that it appeared that there was more involvement at the wrist with some involvement in the forearm. It appeared, perhaps, some of this may have been secondary to the compartment syndrome with the median nerve affected more than the ulnar nerve. The patient has not healed his wrist fusion and his radius fracture. He is no longer having DRUJ complaints. Musculoskeletally, he is doing quite well. His main complaint, I think, emanates from his median nerve. This may be secondary to scarring around the nerve, although he may have had significant axonal loss, as is suggested by his electrodiagnostic study.

11-16-00

HAND CLINIC - Page 2 - continued

PLAN: One potential consideration is a median neurolysis which would be extensive from the distal forearm to the carpal canal with possible vein wrapping and fat graft to give him better padding over the nerve. I told him again the guarded prognosis that this has, along with the potential that not only may he not be improved but he could be made worse. He is again considering these options. He will follow up PRN.

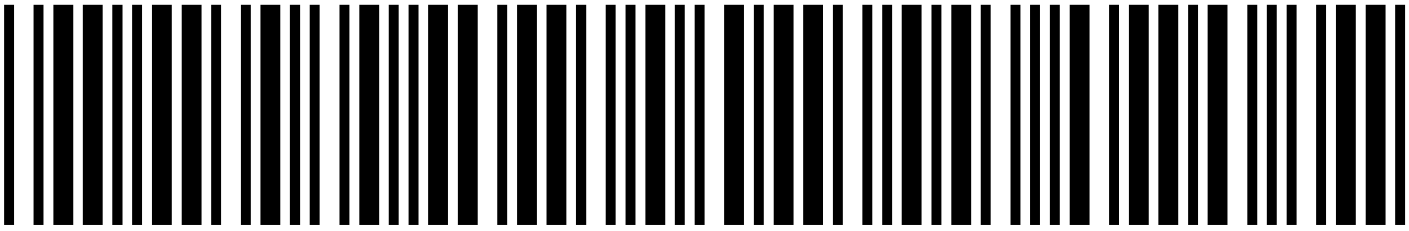
Reid Abrams, M.D.

RA/tc14965S.RA

D: 11-16-00
R: 11-17-00
T: 11-19-00

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: EMAIL FROM DEFENSE ADMITTING DESTROYED RECORDS - EXHIBIT (27)

Document Date: 06/04/2026
MM/DD/YYYY

Author: DEFENSE ATTORNEY / JON GOWER

Office Use Only

Received Date: _____
MM/DD/YYYY

Gmail label:argonaut-attorney,-jon-gower Upg

Compose

Inbox 3
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Labels

Argonaut Attorney, Jo...
Attorney Search 2
Blue Cross
Aspen Dental 5
Bluehost Docs 3
Bull Dung & Haggle 8

3 of 7

Jon Gower <jgower@mskwlaw.com> Thu, Jun 4, 8:02 PM
to me

Mr. Hollifield, please find attached the records from the WCAB and from my client. Unfortunately, the WCAB destroyed their file, as did th defense firm, and Argo. The only thing Argo has are the attached claims notes. It appears that you are the only one that saved anything f years ago.

Do you have the receipts or other proof of payment for the medical treatment you have had, to apply against the $128k credit?

Thanks,

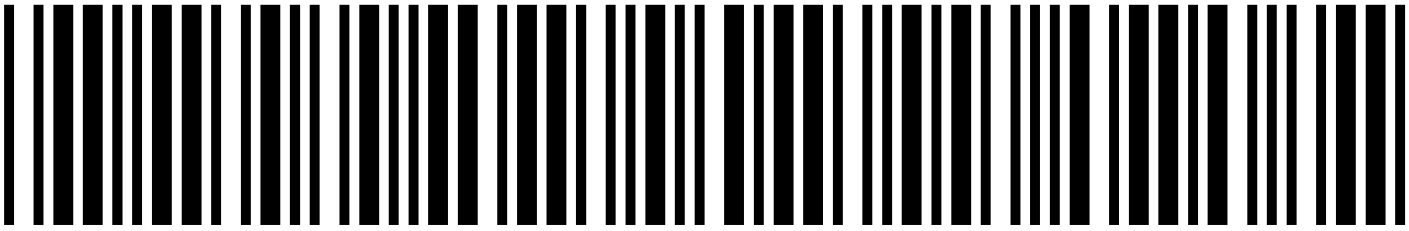
Jon Gower
Senior Attorney

MSKW
Misa Stefen Koller Ward, LLP
13950 Milton Avenue, Suite 200A
Westminster, California 92683
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Product Delivery Unit: ADJ

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Document Date: 05/07/2026
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Author: ARIELLE VEGA

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Received Date:
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STATE OF CALIFORNIA GAVIN NEWSOM, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF WORKERS' COMPENSATION
7575 Metropolitan Drive, Suite 202
San Diego, CA 92108-4424
Tel (510) 286-7100
dwcsubpoena@dir.ca.gov

ORDER NO.: **479288 Tag 1**
EAMS CASE NO: **ADJ2940450 SDO0222978**
CASE NAME: **Rick Hollifield vs. KVAAS Construction Company**
CASE NO.: **N/A**

DECLARATION OF CUSTODIAN OF RECORDS
(California Evidence Code Section 1561)

I, the undersigned, declare:

☒ **CERTIFICATION OF RECORDS COPIED** ADJ2940450

I am a duly authorized custodian of records of the DIVISION OF WORKERS' COMPENSATION and have the authority to certify the records.

The electronic copies attached hereto are true copies of records on file with the DIVISION OF WORKERS' COMPENSATION described in the subpoena.

The records were prepared by the personnel of the DIVISION OF WORKERS' COMPENSATION in the ordinary course of business at or near the time of the act, condition, or event.

☒ **CERTIFICATION OF NO RECORDS**

☐ No records.

☐ No records exist for the dates requested.

☒ Of the records requested, the following legacy file(s) SDO0222978 with the DIVISION OF WORKERS' COMPENSATION described in the subpoena has/have been destroyed in accordance with Labor Code 135 and Section 10208.7(e) of Title 8 of the California Code of Regulations provide that the Division of Workers' Compensation following a period of twenty (20) years after the filing of an Application for Adjudication for Claim, may destroy the official Workers' Compensation case file without any micro-photographic or other reproduction.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed on 5/7/2026 in **San Diego**, California.

Arielle Vega
Print

Arielle Vega
Signature

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Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: APPLICANT'S EXHIBIT (29) FINANCIAL LEDGER

Document Date: 08/28/2026
MM/DD/YYYY

Author: RICK HOLLIFIELD

Office Use Only

Received Date
MM/DD/YYYY

EXHIBIT 29: FINANCIAL ACCOUNTING LEDGER & CREDIT DISCREPANCY RECONCILIATION

Case Name: Rick Hollifield v. Kvaas Construction Company, MWWD, Argonaut Insurance Company, et al.

EAMS ADJ NO: ADJ2940450

Target Action: Evaluation of Unauthorized Unilateral Third-Party Credit Extraction

SECTION 1: GROSS RECUPERATION VS. UNAUTHORIZED DEDUCTION LIST

Ledger Item	Financial Accounting Details	Transaction Amount	Running Balance
Gross Third-Party Settlement	Gross recovery value from civil action (*Hollifield v. Olsen Steel Inc.*).	**+$200,000.00**	**$200,000.00**
Unauthorized Diversion	Unapproved deduction executed by carrier to pay attorney fees without a WCAB Order Approving.	**-$71,089.65**	**$128,910.35**
Net Disbursed Funds	Actual net funds received by the injured worker.	**$128,910.35**	**$128,910.35**

SECTION 2: MATHEMATICAL DISCREPANCY ANALYSIS

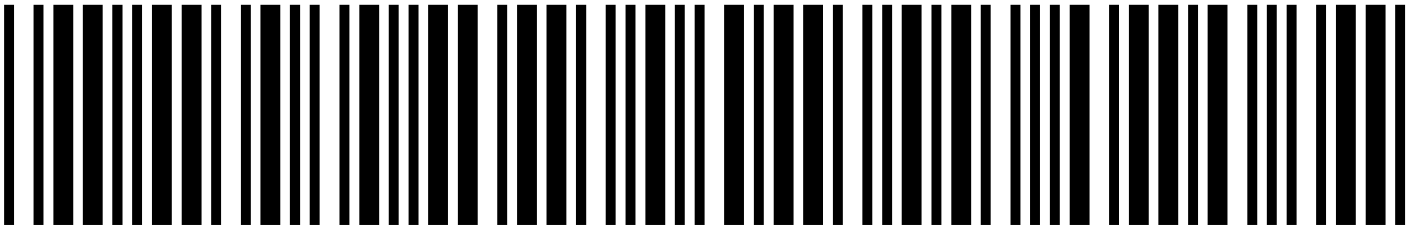
- **Total Monetary Diversion: $71,089.65** was diverted away from the injured worker.
- **Percentage of Funds Siphoned: 35.54%** of the gross settlement was extracted by the carrier.
- **Court Approval Status: 0.00%** of this credit deduction was approved by the WCAB. As documented in *Exhibit 4*, the WCAB Judge explicitly **suspended action** on the Compromise & Release (C&R).

SECTION 3: APPLICANT'S LEGAL STATEMENT OF CLAIMED SHORTAGE

1. **Violation of Labor Code § 3861:** Argonaut Insurance Company assumed a third-party credit on the gross amount of **$200,000.00**, but simultaneously diminished the applicant's recovery by pocketing **$71,089.65** under the guise of an un-adjudicated attorney fee split.
2. **Absence of WCAB Order:** No **Order Approving Attorney's Fees** or **Order Granting Credit** matching these specific ledger deductions was ever signed by a California Workers' Compensation Administrative Law Judge.
3. **Total Restitution Demanded:** Applicant requests a formal order forcing Argonaut to immediately cease its phantom credit defense, reinstate 100% of medical care under Labor Code § 4600, and face a **10% to 25% penalty** under **Labor Code § 5814** for unreasonable delay and illegal self-help conversion of funds.

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Document Type: LEGAL DOCS

Document Title: SSA RECONSIDERATION LETTER - EXHIBIT (30)

Document Date: 10/19/1999
MM/DD/YYYY

Author:

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MM/DD/YYYY

AUDREY POWERS THORNTON

Attorney at Law

Admitted to practice in:
California
Connecticut

October 19, 1999

Social Security Administration
846 Arnele Ave.
El Cajon, CA 92020

RE: Rick Hollifield [redacted]
Claim for Disability

Dear Administrator,

We represent Rick Hollifield in his claim against Dr. Richard M. Braun for medical malpractice. Our client has served a notice of intent to bring action against Dr. Braun, who was his treating physician for his wrist injury, in accordance with section 364 of the Code of Civil Procedure.

Dr. Braun's diagnosis of the injury to Rick Hollifield's left forearm and left wrist and his prognosis that it had healed has proven erroneous. Contrary to Dr. Braun's medical opinion that his wrist had healed, **it had not healed** and the nonunion caused the plate in his wrist to break, resulting in the need for **a total wrist fusion**. Presently, as a result of this non-union Mr. Hollifield is undergoing further treatment on his wrist, his wrist has not healed and he is in need of further disability benefits.

Based on the foregoing we request that Rick Hollifield receive a reconsideration in his disability cessation case.

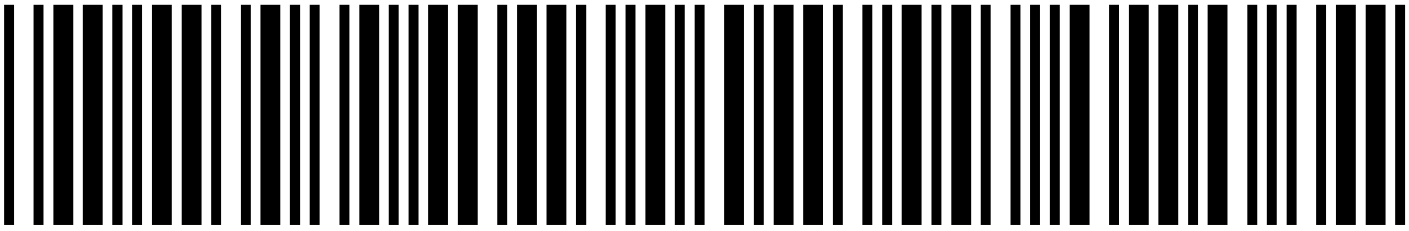
Sincerely,

Audrey Powers Thornton
Richard Lee Sax
Attorneys for Rick Hollifield

6343 PASEO CORONO • CARLSBAD, CA • 92009
PHONE: 760 431-9538 • FAX: 760 431-9538

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DOCUMENT SEPARATOR SHEET



Product Delivery Unit: ADJ

Document Type: LEGAL DOCS

Document Title: PROOF OF SERVICE

Document Date: _____
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Author: RICK HOLLIFIELD

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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: [redacted] Jacksonville, North Carolina [redacted]

On 09/08/24, I served the attached Applicant's Trial Brief; Memorandum of Points and Authorities; Applicant's Supplemental Addendum and Exhibits 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
24 E. Washington S. Suite 950
Chicago, IL 60602

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) 09/08/24, at Jacksonville, North Carolina

Type or print name Jennifer Gonzales

Signature Jennifer Gonzales