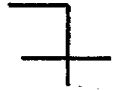




**STATE OF CALIFORNIA
DIVISION OF WORKERS' COMPENSATION
WORKERS' COMPENSATION APPEALS BOARD
COMPROMISE AND RELEASE**



ADJ17075462

Case Number 1

Case Number 4

ADJ18320937

Case Number 2

Case Number 5

Case Number 3

2281
SSN (Numbers Only)

Venue Choice is based upon: (Completion of this section is required)

- County of residence of employee (Labor Code section 5501.5(a)(1) or (d).)
- County where injury occurred (Labor Code section 5501.5(a)(2) or (d).)
- County of principal place of business of employee's attorney (Labor Code section 5501.5(a)(3) or (d).)

SBR

Select 3 Letter Office Code For Place/Venue of Hearing (From Document Cover Sheet)

Employee(Completion of this section is required)

ALBERTO

First Name MI

HERNANDEZ

Last Name

11673 HUMMINGBIRD PL

Address/PO Box (Please leave blank spaces between numbers, names or words)

MORENO VALLEY

City

CA

State

92557

Zip Code

Employer Information (Completion of this section is required)

- Insured
- Self-Insured
- Legally Uninsured
- Uninsured

REYES COCA COLA BOTTLING LLC

Employer Name (Please leave blank spaces between numbers, names or words)

10670 6TH STREET

Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

RANCHO CUCAMONGA

City

CA

State

91730

Zip Code

Applicant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

NATALIA

First Name

FOLEY

Last Name

13792552

Law Firm Number

WORKERS DEFENDERS ANAHEIM

Law Firm Name

751 S WEIR CANYON RD SUITE 157 455

Address/PO Box (Please leave blank spaces between numbers, names or words)

ANAHEIM

City

CA

State

92808

Zip Code

Defendant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative



SHRUTI

First Name

BAWEJA

Last Name

6592258

Law Firm Number

HANNA BROPHY ORANGE

Law Firm Name

PO BOX 12488

Address/PO Box (Please leave blank spaces between numbers, names or words)

OAKLAND

City

CA

State

94604

Zip Code

Insurance Carrier Information (if known and if applicable - include even if carrier is adjusted by claims administrator)

ACE AMERICAN INSURANCE

Insurance Carrier Name (Please leave blank spaces between numbers, names or words)

Insurance Carrier Street Address/PO Box (Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Claims Administrator Information (if known and if applicable)

SEDGWICK 14450 LONG BEACH

Name (Please leave blank spaces between numbers, names or words)

PO BOX 14450

Street Address/PO Box (Please leave blank spaces between numbers, names or words)

LEXINGTON

City

KY

State

40512

Zip Code

IT IS CLAIMED THAT:

1. The injured employee, born 10/10/1964 (DATE OF BIRTH: MM/DD/YYYY), alleges that while employed as a(n)



WAREHOUSE

(OCCUPATION AT THE TIME OF INJURY)

, sustained injury

arising out of and in the course of employment at the locations and during the dates listed below:

(State with specificity the date(s) of injury(ies) and what part(s) of body, conditions or systems are being settled.)

Specific Injury

ADJ17075462

10/19/2022

Case Number 1

Cumulative Injury

(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: 420 BACK

Body Part 2: 450 SHOULDER

Body Part 3: 320 WRIST

Body Part 4: 513 KNEE

Other Body Parts: 520 ANKLE

The injury occurred at 10670 6TH STREET

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

RANCHO CUCAMONGA

CA

91730

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

ADJ18320937

Specific Injury

12/1/2022

10/7/2023

Case Number 2

Cumulative Injury

(Start Date: MM/DD/YYYY)
(If Specific Injury, use the start date as the specific date of injury)

(End Date: MM/DD/YYYY)

Body Part 1: 100 HEAD

Body Part 2: 802 CIRC SYS

Body Part 3: 810 DIGESTIVE

Body Part 4: 820 EXCRETORY

Other Body Parts: 830 MUSC SKEL

The injury occurred at 10670 6TH STREET

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

RANCHO CUCAMONGA

CA

91730

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

Specific Injury

Case Number 3

Cumulative Injury

(Start Date: MM/DD/YYYY)
(If Specific Injury, use the start date as the specific date of injury)

(End Date: MM/DD/YYYY)

Body Part 1: _____

Body Part 2: _____

Body Part 3: _____

Body Part 4: _____

Other Body Parts: _____

The injury occurred at _____

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

Specific Injury

Case Number 4

Cumulative Injury

(Start Date: MM/DD/YYYY)
(If Specific Injury, use the start date as the specific date of injury)

(End Date: MM/DD/YYYY)

Body Part 1: _____

Body Part 2: _____

Body Part 3: _____

Body Part 4: _____

Other Body Parts: _____

The injury occurred at _____

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

Specific Injury

Case Number 5

Cumulative Injury

(Start Date: MM/DD/YYYY)
(If Specific Injury, use the start date as the specific date of injury)

(End Date: MM/DD/YYYY)

Body Part 1: _____ Body Part 2: _____ Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at _____
(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City State Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

2. Upon approval of this compromise agreement by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named employer(s) and insurance carrier(s) from all claims and causes of action, whether now known or ascertained or which may hereafter arise or develop as a result of the above-referenced injury(ies), including any and all liability of the employer(s) and the insurance carrier(s) and each of them to the dependents, heirs, executors, representatives, administrators or assigns of the employee. Execution of this form has no effect on claims that are not within the scope of the workers' compensation law or claims that are not subject to the exclusivity provisions of the workers' compensation law, unless otherwise expressly stated.

3. This agreement is limited to settlement of the body parts, conditions, or systems and for the dates of injury set forth in Paragraph No. 1 and further explained in Paragraph No. 9 despite any language to the contrary elsewhere in this document or any addendum.

4. Unless otherwise expressly stated, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANT'S DEPENDENTS TO DEATH BENEFITS RELATING TO THE INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph 7. Any addendum duplicating this language pursuant to Sumner v WCAB (1983) 48 CCC 369 is unnecessary and shall not be attached.

5. Unless otherwise expressly ordered by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge, approval of this agreement does not release any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

6. The parties represent that the following facts are true: (If facts are disputed, state what each party contends under Paragraph No. 9.)

EARNINGS AT TIME OF INJURY \$ IN DISPUTE

TEMPORARY DISABILITY INDEMNITY PAID 0.00 Weekly Rate \$ _____

Period(s) Paid _____
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID 0.00 Weekly Rate \$ 2901.00

Period(s) Paid _____ End date _____
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

TOTAL MEDICAL BILLS PAID \$ _____ Total Unpaid Medical Expense to be Paid By: DEFENDANT

Unless otherwise specified herein, the employer will pay no medical expenses incurred after approval of this agreement.

7. The parties agree to settle the above claim(s) on account of the injury(ies) by the payment of the SUM OF

\$ 50,000.00

Settlement Amount

The following amounts are to be deducted from the settlement amount:

\$ _____ for permanent disability advances through _____

\$ _____ for temporary disability indemnity overpayment, if any.

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ 7500.00 requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ 42,500.00 , after deducting the amounts set forth above and less further permanent disability advances made after the date set forth above. Interest under Labor Code section 5800 is included if the sums set forth herein are paid within 30 days after the date of approval of this agreement.

8. Liens not mentioned in Paragraph No. 7 are to be disposed of as follows (Attach an addendum if necessary):

P&I INCLUDED FOR A PERIOD OF 30 DAYS FOLLOWING RECEIPT OF OACR BY DEFENDANT. DEFENDANT AGREES TO ADJUST AND/OR LITIGATE MEDICAL BILLS AND LIENS WITH THE WCAB TO RETAIN JURISDICTION TO RESOLVE ALL DISPUTES CONCERNING MEDICAL LIENS THAT ARE NOT SUBJECT TO UTILIZATION REVIEW AND IMR PRUSUANT TO LABOR CODE SECTIONS 4610 AND 4610.5.

DEFENDANT RESERVES ALL DEFENSES AS AGAINST ANY AND ALL LIEN CLAIMANTS AND MAKES NO REPRESENTATION THAT ANY WILL BE PAID .

APPLICANT IS NOT A MEDICARE/MEDICAL/SSDI BENEFICIARY.

APPLICANT STIPULATES THAT BY SIGNING THIS AGREEMENT HE WILL BE LIABLE FOR ALL FUTURE MEDICAL TREATMENT AND EXPENSES.

DEFENDANT ASSERTS THAT APPLICANT RECEIVED ALL MPN NOTICES.

THE APPLICANT REPRESENTS HE HAS NOT APPLIED FOR NOR RECEIVED BENEFITS OR MEDICAL TREATMENT THROUGH SOCIAL SECURITY ADMINISTRATION, MEDICARE OR ANY OTHER STATE OR FEDERAL AGENCY.

APPLIANT STIPULATES HE IS NOT ON SOCIAL SECURITY MEDICARE AND DOES NOT HAVE A REASONABLE EXPECTATION OF ENROLLMENT WITHIN THE NEXT 30 MONTHS. IT IS NOT THE INTENTION OF THE PARTIES TO SHIFT RESPONSIBILITY FOR FUTURE MEDICAL CARE TO THE FEDERAL OR STATE GOVERNMENTS.

APPLICANT WISHES TO SETTLE FOR SUM CERTAIN AND DEFENDANT WISHES TO BUY THEIR PEACE. DEFENDANT TO ISSUE VOUCHER WITHIN 30 DAYS OF RECEIPT OF OACR BY DEFENDANT

9. The parties wish to settle these matters to avoid the costs, hazards and delays of further litigation, and agree that a serious dispute exists as to the following issues (initial only those that apply). ONLY ISSUES INITIALED BY THE APPLICANT OR HIS/HER REPRESENTATIVE AND DEFENDANTS OR THEIR REPRESENTATIVES ARE INCLUDED WITHIN THIS SETTLEMENT.

<u>Applicant</u>	<u>Defendant</u>	
<u>A.H.</u>	<u>SB</u>	earnings
<u>A.H.</u>	<u>SB</u>	temporary disability
<u>A.H.</u>	<u>SB</u>	jurisdiction
<u>A.H.</u>	<u>SB</u>	apportionment
_____	_____	employment
<u>A.H.</u>	<u>SB</u>	injury AOE/COE
_____	_____	serious and willful misconduct
_____	_____	discrimination (Labor Code §132a)
<u>A.H.</u>	<u>SB</u>	statute of limitations
<u>A.H.</u>	<u>SB</u>	future medical treatment
<u>A.H.</u>	<u>SB</u>	other <u>OUT OF POCKET EXPENSES & MILEAGE REIMBURSEME</u>
<u>A.H.</u>	<u>SB</u>	permanent disability <u>DISPUTED</u>
<u>A.H.</u>	<u>SB</u>	self-procured medical treatment, except as provided in Paragraph 7
_____	_____	vocational rehabilitation benefits/supplemental job displacement benefits

COMMENTS:

SEE ADDENDUM A ATTACHED HERETO AND INCORPORATED HEREIN. SEE PQME WAIVER ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT B.

Any accrued claims for Labor Code section 5814 penalties are included in this settlement unless expressly excluded.

10. It is agreed by all parties hereto that the filing of this document is the filing of an application, and that the workers' compensation administrative law judge may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application, the defendants shall have available to them all defenses that were available as of the date of filing of this document, and that the workers' compensation administrative law judge may thereafter either approve this Compromise and Release or disapprove it and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING TO WHICH YOU BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, MEDICARE AND LONG-TERM DISABILITY BENEFITS.

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC

By signing this agreement, applicant (employee) acknowledges that he/she has read and understands this agreement and has had any questions he/she may have had about this agreement answered to his/her satisfaction.

Witness the signature hereof this _____ day of _____, _____ at _____

Norma Nunez 11-14-23
Witness 1 (Date)

Maria Hernandez 11-14-23
Witness 2 (Date)

Interpreter (Date)

[Signature] 11-14-23
Applicant (Employee) (Date)

[Signature] 11/15/23
Attorney for Applicant (Date)

[Signature] 11/17/2023
Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**ADDENDUM TO COMPROMISE & RELEASE
ADJ17075462**

RE: Alberto Hernandez, SS Number: XXX-XX-2281
 ("Employee" or "Applicant")

There are substantial good-faith issues as to: the nature, extent, and duration of disability; the need or liability for past or future medical care; injury arising out of and occurring in the course of employment; whether death was proximately caused by an injury arising out of and occurring in the course of employment; dependency; employment by Reyes Coca-Cola Bottling, LLC; jurisdiction; whether this claim is barred by the statute of limitations; whether the claim is barred by Labor Code section 3600(a)(10); whether the claim exceeds the threshold established by Labor Code section 3208.3; all of which are hereby settled to avoid the hazards, costs, and delays of litigation. If any of the above issues were resolved against Applicant, such a finding would defeat his claim to workers' compensation benefits entirely.

Applicant acknowledges and represents that, at the time of the execution of this Compromise and Release, he is unaware of any industrial injuries or industrially related medical conditions other than those which are released by the Order Approving the Compromise and Release.

As part of the consideration of the settlement, it is understood that the entire period of employment with Reyes Coca-Cola Bottling, LLC is covered by this Compromise and Release, regardless of whether an application for adjudication or claim form has been filed. It is the intent of the parties that no further issues of any kind shall remain between them upon approval of this settlement.

Any-workers' compensation disabilities concerning Alberto Hernandez's condition as a result of the injuries released herein, whether present or future in nature, whether cumulative and/or specific, are hereby released.

Nothing in this agreement shall affect Reyes Coca-Cola Bottling, LLC's right under any employer-funded disability plan to offset the proceeds of this settlement against any benefits otherwise payable under such a plan.

Applicant has not filed a claim for increased benefits under LC 132a nor under LC 4553 (S&W). As part of the consideration herein. Applicant agrees not to file such a claim in the future related to the injuries released herein.

All liens, claims, bills, and obligations asserted in this matter are to be adjusted between Defendant and the Claimant before the Workers' Compensation Appeals Board and in no other forum. Defendant does not waive any rights including but not limited to Utilization Review/IMR and/or bill review/IBR.

RE: Hernandez, Alberto v. Reyes Coca Cola Bo,

Applicant agrees to having received timely notice of the employer's Medical provider Network.

In order to avoid the costs, hazards, and delays of litigation, all issues and benefits alleged to be due are settled by this Compromise and Release, including but not limited to temporary disability, permanent disability, past and future medical treatment and any costs thereof, and penalties and/or interest alleged to be due for any reason and related to any specie of benefit.

The parties expressly reserve any and all rights and defenses they may have with respect to any third-party claim arising out of the subject of Alberto Hernandez's claim herein, including but not limited to Defendant's lien and credit rights arising from such third-party claims or proceedings. Defendant specifically, but not by way of limitation, reserves its rights to claim credit from any third-party recovery by Alberto Hernandez as against any future liability or vocational rehabilitation benefits. Applicant agrees to notify defendant of any future settlement of a third party case related to the injuries released herein.

MEDICARE ELIGIBILITY VERIFICATION

I, Alberto Hernandez, declare under penalty of perjury under the laws of the State of California that, as of the time of the approval of the Compromise and Release, I am not receiving Medicare or Social Security Disability Indemnity benefits. Further, I attest that there are no Medicare or Social Security Disability Indemnity applications for benefits pending, and I have never received such benefits in the past.

I, Natalia Foley, as the attorney of record for Alberto Hernandez, the applicant herein, declare under penalty of perjury under the laws of the State of California that I have explained to my client that the question regarding whether he is or is presently receiving, has ever received, or has applied for Medicare or SSDI benefits as of the date of the settlement of this case is an essential part of this settlement. I have explained to my client that, if he is presently receiving, has ever received, or has applied for Medicare or SSDI benefits, then the parties must consider a Medicare set-aside to protect the interests of Medicare. I have explained that, in the event that my client is currently receiving, has ever received, or has applied for Medicare or SSDI benefits and, therefore, a Medicare set-aside should have been made but was not, then his failure to do so may result in Medicare's refusal to pay for any medical services until such time as my client's medical expenditures have exhausted the entire settlement amount and/or there may be a reduction of Social Security benefits. I have explained to my client that this Addendum is akin to an affidavit and is signed under penalty of perjury. My client has confirmed to me that the information contained in this Medicare Affidavit is truthful and accurate.

Alberto Hernandez shall hold Defendants and their agents and employees harmless against any and all claims that may arise from the parties' failure to create a Medicare set-aside, correctly administer the Medicare set-aside, and/or obtain Medicare's

RE: Hernandez, Alberto v. Reyes Coca Cola Bo,

approval of any allocation or set-aside arrangement, including but not limited to the loss of rights to Medicare and/or Social Security benefits to the extent that the injured employee would have been entitled to those benefits in the absence of this settlement agreement.

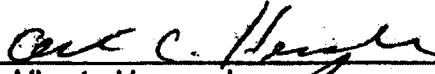
Defendant has 30 days from service of the Order Approving this Compromise and Release to issue payment without incurring any penalty and/or interest.

Permanent disability advances (PDAs) may be continuing, and, regardless of any other provision in the C&R, Defendant shall get credit for all PDAs subject to proof.

By employee's signature, the employee acknowledges that he has discussed this settlement with counsel who has explained to the applicant that he retains no rights whatsoever except those expressly stated herein.

I hereby declare under penalty of perjury that I have not violated Labor Code section 139.3 and have not offered, delivered, received, or accepted any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration for any referred examination or evaluation by a physician.

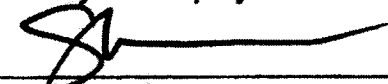
Dated: 11-14-23


Alberto Hernandez
Employee

Dated: 11/14/2023


Natalia Foley
NATALIA FOLEY ANAHEIM
Attorney for Employee

Dated: 11/17/2023


Shrut Baweja
HANNA, BROPHY, MacLEAN, McALEER
& JENSEN, LLP
Attorneys For Defendant

Interpreter Declaration: (if left blank, no interpreter required):

I speak and write in both the English and languages. I certify that I have translated the entire content of this Compromise and Release, including the contents of Paragraph 9 as set forth above, from English to to the employee herein. The employee said that understood the translation. The employee realizes that by signing this release, he is releasing the ACE American Insurance by this agreement. The employee states he understands that he retains no rights whatsoever except those expressly stated herein.

RE: Hernandez, Alberto v. Reyes Coca Cola Bo,

Certification #: _____

Date: _____

Interpreter for Applicant

STATE OF CALIFORNIA WORKERS' COMPENSATION ABOARD

ADDENDUM B

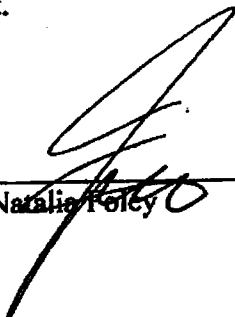
**Hernandez, Alberto v. Reyes Coca Cola Bo vs Reyes Coca-Cola Bottling, LLC
WCAB CASE NO(s) ADJ17075462**

NATALIA FOLEY, attorney of Alberto Hernandez on 11/14/2023, explained to Alberto Hernandez, that he has the right to a final medical report from a PTP, AND a PQME or AME which could differ from the opinion of the PTP in regards to the nature and extent of applicant's disability and need for future medical treatment.

However, we do not have a final report from a QME and Alberto Hernandez understands, and chooses to settle his case without a final QME/AME or second opinion report.

Alberto Hernandez further understands that without a final report addressing permanent work restrictions he cannot meet the requirements to trigger his rights to the supplemental job displacement benefit and as such the parties are stipulating he is not entitled to the supplemental job displacement benefit.

11/14/2023
Date


Natalia Foley

11/14/2023
Date


Alberto Hernandez

**BEFORE THE WORKERS' COMPENSATION APPEALS BOARD
OF THE STATE OF CALIFORNIA**

Alberto Hernandez,
Applicant,

v.

Reyes Coca-Cola Bottling, LLC,
Ace American Insurance,
Defendant(s).

WCAB Case No. ADJ17075462

LIEN AFFIDAVIT

I, Shruti Baweja, am the attorney or representative for Defendant, ACE American Insurance, in the above-entitled matter.

I have made the following good-faith efforts to resolve each of the liens in this case.

Lien Claimant	Nature and Date of Lien Resolution Efforts	Result
EDD SDT	Emails made 11/17/23	pending

I declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed at Orange, California on November 21, 2023.

Dated: November 21, 2023

Respectfully submitted,

By:



Shruti Baweja
HANNA, BROPHY, MacLEAN, McALEER &
JENSEN, LLP
Attorneys for Defendant, ACE American
Insurance

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed at Orange County, California, on:

3
4 November 21, 2023

5 (Date)

Melissa Perez

Melissa Perez

6
7 Hernandez, Alberto v. Reyes Coca Cola Bo|SFC81313
8 Claim # 22RH009775
9 ADJ #: ADJ17075462
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1 EAMS UAN: HANNA BROPHY ORANGE
2 EAMS ERN: 6592258
3 EAMS Administrator: Elizabeth Lazar
4 EAMS Admin. Direct Phone #: (714) 598-4054
5 EAMS Admin. Email: blazar@hannabrophy.com
6 Case #: ADJ17075462
7 Applicant's Name: Alberto Hernandez

8 **PROOF OF SERVICE BY MAIL**
9 **Cal. Code Civ. Proc. §§ 1013(a) & 2015.5**

10 I am employed in the County of Orange, State of California. I am over the age of
11 eighteen years and not a party to the within entitled action. My business address is:
12 Hanna, Brophy, MacLean, McAleer & Jensen, LLP, 701 S. Parker Street, Suite 5000,
13 Orange, CA 92868.

14 I am readily familiar with this firm's business practice for the collection and
15 processing of correspondence for mailing with the United States Postal Service.
16 Correspondence so collected and processed is deposited with the United States Postal
17 Service that same day with postage thereon fully prepaid at Orange, California, in the
18 ordinary course of business.

19 On November 21, 2023, at my place of business at 701 S. Parker Street, Suite
20 5000, Orange, CA 92868, a copy of the attached FULLY EXECUTED COMPROMISE
21 AND RELEASE; LIEN AFFIDAVIT was placed for deposit in the United States Postal
22 Service in a sealed envelope, with postage fully prepaid addressed to:

23 Workers' Compensation Appeals Board
24 464 W. Fourth St. Suite 239
25 San Bernardino, CA 92401
26 **[FILED]**

27 Ms. Judith A. Kershner
28 SEDGWICK CMS
29 P.O. Box 14440
30 Lexington, KY 40512
31 **[EMAILED]**

32 Mr. Alberto Hernandez
33 11673 Hummingbird Pl
34 Moreno Valley, CA 92557

35 Ms. Natalia Foley
36 Workers Defenders Law Group
37 751 S. Weir Canyon Rd, Suite 157-455
38 Anaheim, CA 92808

39 Ms. Sandra Salazar-Duenas
40 Reyes Holdings, LLC - Workers'
41 Compensation Manager
42 **[EMAILED]**

43 Mr. Don Gonzales
44 Reyes Holdings, LLC
45 **[EMAILED]**

46 Each sealed envelope was placed for collection and mailing on that date following
47 ordinary business practices.