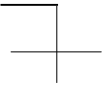




**STATE OF CALIFORNIA
DIVISION OF WORKERS' COMPENSATION
WORKERS' COMPENSATION APPEALS BOARD
COMPROMISE AND RELEASE**



ADJ13521045
Case Number 1

Case Number 4

ADJ13521436
Case Number 2

Case Number 5

Case Number 3

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).)

AHM

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

Employee (Completion of this section is required)

ANISA
First Name MI

CHANEY
Last Name

PO BOX 1274
Address/PO Box (Please leave blank spaces between numbers, names or words)

GARDENA CA 90249
City State Zip Code

Employer Information (Completion of this section is required)

- Insured
- Self-Insured
- Legally Uninsured
- Uninsured

SUNBRIDGE HALLMARK HEALTH SERVICES DBA PLAYA DEL REY CENTER
Employer Name (Please leave blank spaces between numbers, names or words)

7716 MANCHESTER AVENUE
Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

PLAYA DEL REY CA 90293
City State 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 WIER CANYON ROAD SUITE 157455
Address/PO Box (Please leave blank spaces between numbers, names or words)

ANAHEIM HILLS CA 92808
City State Zip Code

Defendant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative



ADRIAN
First Name

TRIMINIO
Last Name

4868747
Law Firm Number

LAUGHLIN FALBO ORANGE
Law Firm Name

ONE CAPITOL MALL SUITE 400
Address/PO Box (Please leave blank spaces between numbers, names or words)

SACRAMENTO CA 95814
City State Zip Code

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

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 CLAIMS MANAGEMENT SERVICES, INC.

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

PO BOX 14188

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 09/06/1973, alleges that while employed as a(n) _____, 
(DATE OF BIRTH: MM/DD/YYYY)

REGISTERED NURSE

(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

ADJ13521045

Case Number 1

Cumulative Injury

01/06/2020

(Start Date: MM/DD/YYYY)

06/30/2020

(End Date: MM/DD/YYYY)

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

Body Part 1: 100 HEAD Body Part 2: 430 CHEST Body Part 3: 800 BODY SYSTEM
810 DIGESTIVE

Body Part 4: SYSTEM Other Body Parts: 841 NERVOUS SYSTEM - STRESS; PSYCHE; SLEEP
RESPIRATORY SYSTEM; CARDIOVASCULAR SYSTEM; IBS;
HEADACHES; INTERNAL; HBP; NEUROLOGICAL SYSTEM;
RHEUMATOLOGICAL SYSTEM

The injury occurred at 7716 MANCHESTER AVE
(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

PLAYA DEL REY

City

CA

State

90293

Zip Code

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



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

Case Number 1 _____

Case Number 4 _____

Case Number 2 _____

Case Number 5 _____

Case Number 3 _____

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).)

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

Employee(Completion of this section is required)

First Name _____ MI

Last Name _____

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

City _____ State _____ Zip Code _____

Employer Information (Completion of this section is required)

- Insured Self-Insured Legally Uninsured Uninsured

BOLD QUAIL HOLDINGS LLC DBA PLAYA DEL REY CENTER
Employer Name (Please leave blank spaces between numbers, names or words) _____

9526 W PICO BLVD
Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words) _____

LOS ANGELES _____ CA _____ 90035
City State 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 WIER CANYON ROAD SUITE 157455

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

ANAHEIM HILLS

City

CA

State

92808

Zip Code

Defendant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative



AMANDA

First Name

MANUKIAN

Last Name

4781939

Law Firm Number

FLOYD SKEREN PASADENA

Law Firm Name

3835R E THOUSAND OAKS BLVD PMB 630

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

WESTLAKE VILLAGE

City

CA

State

91362

Zip Code

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

AMERICAN ZURICH INS. CO. ADMINISTERED BY ZURICH LOS ANGELES

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

PO BOX 968005

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

SCHAUMBURG

City

IL

State

60196

Zip Code

Claims Administrator Information (if known and if applicable)

ZURICH LOS ANGELES

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

PO BOX 968005

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

SCHAUMBURG

CA

60196

City

State

Zip Code

IT IS CLAIMED THAT:

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



_____, sustained injury
(OCCUPATION AT THE TIME OF 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

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: _____ 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.

ADJ13521436

Case Number 2

Specific Injury

Cumulative Injury

07/06/2019
(Start Date: MM/DD/YYYY)
(If Specific Injury, use the start date as the specific date of injury)

07/05/2020
(End Date: MM/DD/YYYY)

BILATERAL
300 UPPER

Body Part 1: 100 HEAD Body Part 2: 200 NECK Body Part 3: EXTREMITIES

LOW

Body Part 4: 420 BACK Other Body Parts: BILATERAL ARMS; BILATERAL ELBOWS; BILATERAL WRISTS; BILATERAL HANDS; BILATERAL FINGERS; THORACIC SPINE; BILATERAL HIPS; BILATERAL LEGS; BILATERAL KNEES; BILATERAL ANKLES; BILATERAL HEELS; BILATERAL FEET; BILATERAL LOWER EXTREMITIES;
The injury occurred at 7716 MANCHESTER AVE

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

PLAYA DEL REY

CA

90293

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 2: _____ 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)

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 NONE Weekly Rate \$ _____

Period(s) Paid NONE
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID \$0.00 Weekly Rate \$ _____

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

TOTAL MEDICAL BILLS PAID \$ 0.00 Total Unpaid Medical Expense to be Paid By: DEF PER PARA 8.

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

\$ 55,000.00
Settlement Amount

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

\$ 0.00 for permanent disability advances through _____

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

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ 8,250.00 requested as applicant's attorney's fee. To be issued by Sedgwick

LEAVING A BALANCE OF \$ 46,750.00, 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):

DEFENDANTS TO PAY, ADJUST OR LITIGATE ALL LIENS OF RECORD PER THEIR EXPOSURE ON THE REPORTING OF PQME DR. SALKINDER AND DR. BETANCOURT. WCAB TO RETAIN JURISDICTION. BASIS FOR SETTLEMENT: SETTLEMENT IS BASED ON THE REPORTING OF PQME DR. SALKINDER AND PQME DR. BETANCOURT.

APPLICANT WISHES TO SETTLE FOR A LUMP SUM CERTAIN. DEFENDANTS WISH TO BUY THEIR PEACE. BOTH PARTIES WISH TO AVOID THE HAZARDS, UNCERTAINTIES, AND DELAYS OF CONTINUED LITIGATION. THE PARTIES AGREE THAT THE SETTLEMENT SUM IS FAIR AND REASONABLE BASED UPON THE ISSUES IN DISPUTE, THE FACTS AND THE RECORD AS A WHOLE. APPLICANT DOES NOT WANT TO PURSUE FURTHER MEDICAL TREATMENT AND EVALUATIONS. APPLICANT DOES NOT WANT TO PROCEED WITH THE RISKS OF FURTHER LITIGATION AND WANTS TO SETTLE HER CLAIM NOW. THIS SETTLEMENT RESOLVES ALL ISSUES INCLUDING TTD, PD, SELF-PROCURED TREATMENT, MILEAGE/REIMBURSEMENT, OUT OF POCKET COSTS, PENALTIES AND INTEREST AND FUTURE MEDICAL CARE. APPLICANT STIPULATES THAT SHE IS NOT MEDICARE ELIGIBLE NOR WILL SHE BE WITHIN THE NEXT 30 MONTHS. THE PARTIES HAVE TAKEN THE INTERESTS OF MEDICARE IN ARRIVING AT THIS SETTLEMENT AND DO NOT INTEND TO SHIFT THE BURDEN OF TREATMENT ONTO MEDICARE.

THIS AGREEMENT SETTLES/RESOLVES ALL INJURIES PER PARAGRAPH 1 AND APPLICANT STIPULATES TO NO OTHER KNOWN INJURIES WITH THE EMPLOYERS HEREIN.

THE SETTLEMENT PROCEEDS WILL BE PAID AS FOLLOWS:

SEDGWICK: \$23,100.00 TO THE APPLICANT AND \$8,250.00 TO APPLICANT'S ATTORNEY FOR FEES ASSOCIATED WITH SETTLEMENT (BASED ON 57% PRO RATA SHARE);

AMERICAN HOME ASSURANCE/ZURICH: \$23,650.00 TO THE APPLICANT (BASED ON 43% PRO RATA SHARE).

AMERICAN HOME ASSURANCE/ZURICH AGREES TO ISSUE THE SJDB VOUCHER WITHIN 30 DAYS OF SERVICE OF THE ORDER APPROVING. DEFENDANTS AND EACH RESERVE THEIR RIGHTS TO

CONTRIBUTION/REIMBURSEMENT FROM EACH OTHER PURSUANT TO THE PQME REPORTING.

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 APPLICANT OR HIS/HER REPRESENTATIVE AND DEFENDANTS, REPRESENTATIVES ARE INCLUDED WITHIN THIS SETTLEMENT.

Applicant Defendant

AC AHT/AAM Earnings
AC AHT/AAM Temporary disability
____ jurisdiction
AC AHT/AAM Apportionment
____ employment
AC AHT/AAM Injury AOE/COE
AC AHT/AAM Serious and willful misconduct
AC AHT/AAM Discrimination (Labor Code §132a)
AC AHT/AAM Statute of limitations
AC AHT/AAM Future medical treatment
AC AHT/AAM Other PENALTY AND INTEREST, OUT OF POCKET EXPENSES
AC AHT/AAM Permanent disability See Continuation to Paragraph 9 enclosed
AC AHT/AAM Self-procured medical treatment, except as provided in Paragraph 7
____ vocational rehabilitation benefits/supplemental job displacement benefits

COMMENTS:

THIS SETTLEMENT RESOLVES ALL ISSUES TO DATE, INCLUDING, BUT NOT LIMITED TO, THOSE ISSUES AS SET FORTH HEREIN. DEFENDANTS TO ASSERT CREDIT FOR ALL PERMANENT DISABILITY ADVANCES PAID THROUGH THE OACR. PENALTIES AND INTEREST WAIVED IF SETTLEMENT PROCEEDS PAID WITHIN 30 DAYS OF SERVICE OF THE OACR.

PARAGRAPH 8 INCORPORATED HEREIN AND ALL ADDENDA.

APPLICANT STIPULATES SHE HAS NOT SUFFERED ANY OTHER INJURIES WHILE WORKING FOR THE EMPLOYERS THAT ARE PARTY TO THIS C&R EXCEPT THOSE DELINEATED IN PARAGRAPH 1.

ZURICH WILL ISSUE ONE VOUCHER WITHIN 30 DAYS OF THE RECEIPT OF THE OACR.

APPLICANT DISMISSES HER 132A PETITION FILED ON DECEMBER 12, 2020 WITH PREJUDICE.

DEFENDANT'S RESERVE THE RIGHT TO SEE CONTRIBUTION/REIMBURSEMENT AGAINST MY LIFE FOUNDATION/COMPWEST INSURANCE COMPANY WITH JURISDICTION RESERVED WCAB.

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

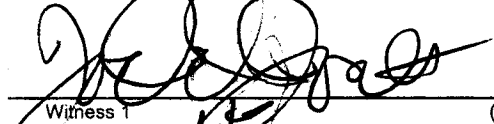
10. It is agreed by all parties hereto that the filing of this document is the filing of an application, and that the workers' compensation administrative law judge may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the 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.

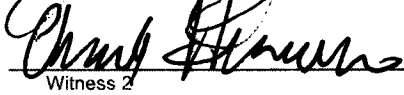
THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 14 day of August, 2022, at Long Beach, CA

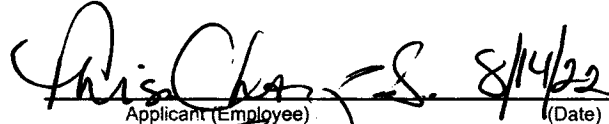


Witness 1 (Date) 8/14/2022



Witness 2 (Date) 8/14/2022

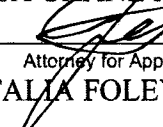
Interpreter (Date)



Applicant (Employee) (Date) 8/14/22

ANISA CHANEY

Attorney for Applicant (Date) 8/14/2022



Attorney for Defendant (Date)

ADRIAN H. TRIMINIO

Attorney for Defendant (Date)

AMANDA A. MANUKIAN

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 AND RELEASE

Re: Anisa Chaney v. Sunbridge Hallmark Health Services dba Playa Del Rey Center and Sedgwick Claims Management Services
WCAB Case No.: ADJ13521045, ADJ13521436

There are serious and substantial disputes regarding the following issues: (nature, extent and duration of disability;) (the appropriate weekly indemnity rate for temporary disability;) (apportionment of permanent disability;) (liability for further medical benefits;) (period of temporary total disability;) (parts of body injured;) (jurisdiction of the California Workers' Compensation Appeals Board;) (injury AOE/COE)

Applicant desires a lump sum settlement, and the parties desire to avoid the hazards, delays, and costs of further litigation and wish to buy their peace. This settlement applies to any and all workers' compensation claims of the applicant over the entire period of applicant's employment with . This Compromise and Release is intended to include all injuries and/or liabilities, known or unknown, resulting or alleged to have resulted, from the industrial injuries as more particularly described in the medical report on file herein, hereby incorporated by reference. All parties agree that the settlement is fair and reasonable in amount.

The parties desire to avoid the uncertainties of litigation with this lump-sum settlement.

The parties have considered the release of death benefits in arriving at the amount specified in paragraph #2 of this Compromise and Release, and direct the attention of the Workers' Compensation judge to that fact.

Applicant acknowledges that there is a serious dispute concerning the appropriate weekly indemnity rate for purposes of temporary disability. The defendants paid at the maximum rate of \$224 per week, although there is a dispute as to that rate. Defendants allege an overpayment of temporary disability; and, in acknowledgement of that fact, applicant agrees to allow the defendants a credit of for overpayment of temporary disability.

Applicant further acknowledges that defendants have advanced the sum of \$0.00 against permanent disability indemnity and recognizes that defendants are entitled to a credit for that sum.

There is a genuine good faith issue between the parties of jurisdiction of the California Workers' Compensation Appeals Board, such that a finding adverse to the applicant would deprive him of his right to compensation benefits in their entirety. The parties expressly settle applicant's right, if any, to vocational rehabilitation benefits and request a finding of good faith issue under Thomas v. Sports Chalet. A Thomas finding is material to this agreement.

By this settlement, releases from any liability on account of these injuries due under any employment contract or Workers' Compensation laws of any state or the United

Addendum to Compromise and Release

Re: Anisa Chaney v. Sunbridge Hallmark Health Services dba Playa Del Rey Center and
Sedgwick Claims Management Services

Page 2

States.

This Compromise and Release expressly includes, settles, and is in consideration of any and all future claims connected with any subsequent new injury or recurrence of a preexisting medical problem, resulting from, during the course of, and/or while in vocational rehabilitation for this injury.

Defendant waives any claim against any recovery Applicant receives as the result of any third party claim which he has arising out of a medical malpractice action.

Payment of the sum agreed upon herein shall include all claims for penalty or interest, providing that payment is made within twenty-five working days of the receipt of the Order Approving Compromise and Release.

DATED: Anisa Chaney JS 8/14/22
Anisa Chaney

DATED: [Signature] 8/14/2022
Natalia Foley

DATED: _____
LAUGHLIN, FALBO, LEVY & MORESI
Adrian H. Triminio
Attorneys for Defendant

TERMS AND CONDITIONS FOR BENEFICIARY ADMINISTERED MEDICARE SET-ASIDE ACCOUNT

Medicare Beneficiary: Anisa Chaney

HIC#: 561-39-6450

Injury: Head, Chest, Body System, Digestive System & Multiple Other Parts

Employer: Sunbridge Hallmark Health Services dba Playa Del Rey Center

Federal regulations provide that the liability for work-related injury lifetime medical expenses should not be shifted to Medicare from the responsible party. Accordingly, a portion of a Medicare beneficiary's workers' compensation settlement must be set aside to pay for the beneficiary's future work-related injury or illness medical expenses. 42 C.F.R. § 411.46. Federal regulations also provide that Medicare will not pay for any medical expenses for the work-related injury or illness, after a workers' compensation settlement is received, until the amount of the lump sum settlement allocated to future medical expenses is exhausted. *Id.*

Consequently, in order to comply with the applicable federal regulations and to reasonably recognize Medicare's interests, the claimant will use **\$0.00** from his/her workers' compensation settlement award to fund a Medicare Set-Aside Account. After adhering to the following terms and conditions in administering the Set-Aside Account, then, when the set-aside funds are depleted and a satisfactory final accounting has been provided to the Centers for Medicare and Medicaid Services, (CMS), Medicare will pay for any Medicare covered medical treatment received as a result of the injury sustained at work. However, upon failure to adhere to any of the following terms and conditions, CMS may regard such a default as a failure to reasonably recognize Medicare's interests and may deny Medicare coverage for all medical treatments due to his/her work-related injuries. The terms and conditions are as follows.

1. Initial Set-Aside Account Funding - The Medicare Set-Aside Account shall initially be funded with **\$0.00** from the proceeds of the **\$0.00** settlement award received in your workers' compensation lawsuit. This account shall be a separate account from your personal savings or checking account.
2. Set-Aside Account Interest Income - The Medicare Set-Aside funds shall be placed in an interest bearing account that is insured by the Federal Deposit Insurance Corporation. A copy of the documents establishing the Medicare Set-Aside Account shall be sent to CMS within 30 days of the workers' compensation settlement award being disbursed.
3. Distribution on the Set Aside Account Funds - The funds in the Medicare Set-

Aside Account shall be used solely for legitimate medical expenses incurred for those medical needs related to or resulting from your work-related injury, which would otherwise be reimbursable or paid for by Medicare. Funds in the Medicare Set-Aside Account shall not be used to pay for medical services not covered by Medicare. A copy of the booklet, "Medicare & You" can be obtained from your local Social Security office for a list of services not covered by Medicare. If there are any questions concerning what Medicare covers, please call 1-800-MEDICARE.

4. Set-Aside Account Interest Income - All interest earned on the Medicare Set-Aside Account will be allowed to accrue in the account and will be used solely for medical expenses, that would otherwise be covered by Medicare.
5. Reimbursement to Medicare - In the event CMS determines that Medicare has paid benefits prior to the depletion of funds in the Medicare Set-Aside Account that should have been paid from the set-aside account, CMS, or its designated fiscal intermediary or carrier, shall have the right to seek and receive reimbursement of any such conditional payments or overpayments from the Medicare Set-Aside Account to the extent that there are funds remaining in the account at that time.
6. Accounting Records - The claimant shall maintain accurate records of the distributions and expenditures from the Medicare Set-Aside Account. Your records should indicate the date of service, the diagnosis, the service received, who received payment and the date of the payment. You shall also retain the receipt or other evidence of each and every payment made from the Medicare Set-Aside Account.
7. Annual and Final Accountings - The claimant will submit an annual accounting to CMS and the appropriate fiscal intermediary for each calendar year no later than March 1 of the following year. You shall notify CMS and the appropriate fiscal intermediary once the Set Aside Account is depleted and shall submit a final accounting within 60 days of the funds being depleted. The annual and final accounting will include the information set forth in paragraph six and a copy of the receipt or other evidence of every payment made from the Medicare Set-Aside Account.
8. Delivery of Notices and Accountings - All required accountings and notices shall be sent via certified mail to the Centers for Medicare and Medicare Services office where the settlement occurred, as well as the Medicare fiscal intermediary.
9. Distributions following Death of Beneficiary - In the event that the claimant dies before the funds in the Medicare Set-Aside Account are depleted, the account will continue to exist for 180 days from the date of death to enable any outstanding bills for work-related injury medical expenses that would otherwise be covered by

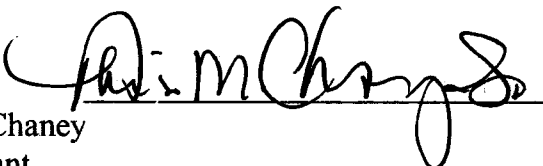
Medicare to be paid. After the 180 days has elapsed, any funds remaining in the Medicare Set-Aside Account shall be paid to the claimant's estate or subject to the State Law.

10. Misappropriated Set-Aside Account Funds - If, after the Medicare Set-Aside Account is depleted, the final accounting reveals that funds in the account were used to pay for items other than legitimate medical expenses for medical needs related to or resulting from the work-related injury, which would otherwise be covered by Medicare, CMS will withhold Medicare coverage for work-related injury medical expenses in an amount equal to the misappropriated funds.
11. It is not the intention of the defendant to shift responsibility of future medical benefits to the Federal Government. The above-mentioned funds allocated for otherwise covered Medicare future medical expenses is intended directly for payment of medical expenses related to this claim. This settlement is meant to give consideration to Medicare's interest pursuant to the Medicare Secondary Payer Act (42 U.S.C. section 139.5(y)(b) as amended and the relevant regulations contained in 42 C.F.R. section 411. The parties are in agreement that this amount is a reasonable consideration of Medicare's interest pursuant to the Medicare Secondary Payer Act.
12. The MSA amount was based on a review of the undersigned's medical records, life expectancy, and future care projections from a certified nurse life care planner. The amount of the MSA has been carefully determined based upon factors including, but not limited to, the undersigned's date of entitlement to Medicare, the basis for Medicare entitlement, the type and severity of the claimed injury or illness, and the age of the Undersigned. The parties are in agreement that this amount is a reasonable consideration of Medicare's interest pursuant to the Medicare Secondary Payer Act.
13. As noted above, it is not the purpose of the settlement agreement to shift to Medicare the responsibility for payment of medical expenses for the treatment of work related conditions. Instead, this settlement is intended to provide the undersigned with a Medicare Set-Aside Trust which will foreclose any requirement that the defendant may have for future medical treatment related to this claim.
14. The Medicare Set-Aside allocation referred to herein is not being submitted to the Centers for Medicare Services (CMS) for its approval. Obtaining approval of this MSA by CMS is not a required condition precedent to this settlement. This is a compromised settlement, and not a pure commutation per CFR 411.7.
15. The applicant desires to "self-administer" the MSA. Upon approval of the Compromise and Release, the MSA will be funded in accordance with the terms described herein with payment being submitted to the applicant. The applicant is


expected to deposit all monies paid in regard to the funding of the MSA into a separate interest bearing checking account and the applicant additionally agrees to keep appropriate records of all payments made out of the MSA as required by current statute, regulations, and policy and procedure of the Center for Medicare Services. If the applicant fails to self-administer the MSA account properly, the applicant agrees to hold defendant harmless in regard to any claims related to improper self-administration of the MSA account that might be made by Medicare subsequent to the approval of this Compromise and Release.

I, Anisa Chaney, have read and understood the above-listed terms and conditions. I agree to abide by these terms and conditions in order to protect my ability to obtain Medicare coverage for my work-related injury medical expenses once the Medicare Set-Aside Account is depleted. I understand that if I fail to abide by the above-listed terms and conditions, I may not be eligible for Medicare Coverage for my work-related injury medical expenses.

8/14/22
Dated


Anisa Chaney
Applicant

8/14/2022
Dated


Natalia Foley
Applicant's Attorney

Dated

Adrian H. Triminio
Defense Attorney

CASE NAME: ANISA CHANEY v. BOLD QUAIL HOLDINGS LLC
ADJ NUMBER(S): ADJ13521045, ADJ13521436

BOLD QUAIL DBA PLAYA DEL REY CENTER / ZURICH'S
CONTINUATION OF PARAGRAPH #9

- 9(a) The parties have discussed the various methods by which this claim or these claims can be resolved including Trial, Stipulations with Request for Award or Compromise and Release. Based upon the applicant's representation, and the applicant's attorney's representation, that the applicant is no longer employed with the employer and has no present intent on applying or reapplying for employment, the parties have agreed to resolve this claim or these claims by Compromise and Release and all parties wish to buy their peace forever. Applicant is no longer working at insured.
- 9(b) The following parts of body that are alleged by the applicant as injured arising out of and in the course of employment are hereby also settled by way of this Compromise and Release Agreement: HEAD, CHEST, BODY SYSTEM; DIGESTIVE SYSTEM; NERVOUS SYSTEM; PSYCHE; SLEEP; RESPIRATORY SYSTEM; CARDIOVASCULAR SYSTEM; IBS; HEADACHES; INTERNAL HIGH BLOOD PRESSURE; NEUROLOGICAL SYSTEM; RHEUMATOLOGICAL SYSTEM; NECK; BILATERAL UPPER EXTREMITIES; LOW BACK; BILATERAL ARMS; BILATERAL ELBOWS; BIATERAL WRISTS; BILATERAL HANDS; BILATERAL FINGERS; THORACIC SPINE; BILATERAL HIPS; BILATERAL LEGS; BILATERAL KNEES; BILATERAL ANKLES; BILATERAL HEELS; BILATERAL FEET; BILATERAL LOWER EXTREMITIES; STOMACH; BILATERAL SHOULDERS; GERD.
- 9(c) This Compromise and Release settles the liability of defendant for all benefits (including, but not limited to, temporary disability, permanent disability, medical treatment, death benefits, new and further disability arising from any such injury, and medical reimbursement claims) relating to any injury which occurs during the use of or participation in a supplemental job displacement benefit program where such injury is a consequence of the injuries covered by this Compromise and Release. Defendant, Zurich will issue one voucher within 30 days of the receipt of the Order Approving C&R.
- 9(d) The parties understand that the employee's condition may worsen to the point of severely impaired cognitive, psychological or physical injury or illness, incapacity or death, or that it may improve. This Compromise and Release settles Defendant's liability for all disability, illness, benefits, medical treatment, penalties, damages, and other statutory law or case law as provided under the *Labor Code*, stemming from, flowing from, resulting from, or as a compensable consequence of the applicant's injuries whether presently known or unknown.
- 9(e) The employer/defendant reserves its rights to credit and reimbursement with regard to any third party or subrogation claim arising from any injury at issue herein.
- 9(f) Defendant is entitled to take credit for all permanent disability advances made to applicant. This includes but is not limited to the amount of permanent disability advances shown in paragraphs six and seven and any permanent disability advances paid to the applicant after Order Approving C&R.

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ADJ NUMBER(S): ADJ13521045, ADJ13521436

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CONTINUATION OF PARAGRAPH #9

- 9(g) The defendant disputes all medical bills and lien claims relating to treatment provided by any person or entity not within the medical provider network. The defendant reserves the right to litigate the issue of reasonableness and necessity of all costs, treatment, and services procured outside or inside the medical provider network, and the defendant expressly reserves to itself all statutory and regulatory defenses, whether expressly or implicitly set forth in the Labor Code and all applicable regulatory sections.
- 9(h) Parties are resolving the case based upon the reporting of Orthopedic Panel QME Dr. Dr. Salkinder. Parties rated the PQME report as follows:

Cervical: 80% (15.01.01.00 - 10 - 14 - 311G - 16 - 17%) 14%
Lumbar: 100% (15.03.01.00 - 6 - 8 - 311G - 9 - 10%) 10%
Right Knee: 70% (17.05.01.00 - 7 - 10 - 311F - 10 - 11%) 8%
Multiple Disabilities Table (MDT): 14, 10, 8 = 29% (\$36,177.50)

Future medical care included orthopedic evaluations, short courses of physical therapy, chiropractic treatments and acupuncture treatments, not to exceed 12-15 treatments per year in each modality, oral and topical medications, access to a pain management specialist for possible cervical epidural steroid injections and/or facet nerve block/facet joint injections. Based on current MRI findings applicant is not candidate for any surgical procedure on the cervical or lumbar spine. With regard to the patient's left shoulder, she may require corticosteroid injection(s) in the shoulder, if her symptoms worsen. She may also require a corticosteroid injection(s) in the right knee, if her symptoms worsen. The future medical care is estimated at \$15,000.00,

The applicant also has an internal claim for which she has declined to return to the PQME, Dr. Nelhs Betancourt, MD for the necessary diagnostic testing for Dr. Betancourt to issue a report on causation, impairment and apportionment if any. Instead applicant reached out to the defendants and has requested to settle the claim as such parties are contributing \$3,8225.00 towards the C&R to resolve all non-orthopedic complaints. The total value of the C&R is \$55,000.00. Zurich's portion of the liability is 43% and Sedgwick's portion of the liability is 57% therefore defendants will contribute to the settlement as follows:

1. Zurich's 43% - \$23,650.00 with payment issued directly to the applicant.
2. Sedgwick's 57% = \$31,350.00 with payment issued as follows:
 - a. \$23,100.00 to the applicant
 - b. \$8,250.00 to applicant's attorney
3. Zurich will issue the one voucher.

There is a 3rd co-defendant in this case, My Life Foundation / CompWest whose liability is identified pursuant to Dr. Salkinder's report. They are not a party to this settlement,

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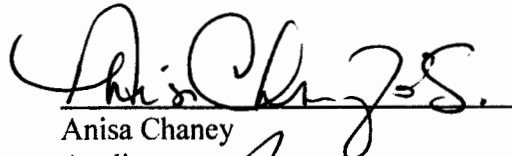
BOLD QUAIL DBA PLAYA DEL REY CENTER / ZURICH'S
CONTINUATION OF PARAGRAPH #9

however both defendant's reserve their right to see contribution/reimbursement against My Life Foundation / CompWest.

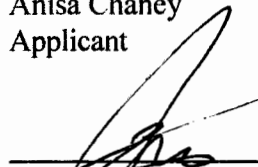
In addition, Zurich and Sedgwick agree to their pro rata share contribution / reimbursement towards all liens of record and future liens.

- 9(i) Penalties and interest are hereby waived if the sums set forth herein are paid within 30 business days of approval of this agreement by the workers' compensation judge.
- 9(j) Penalties pursuant to Labor Code §§4650 and 5813; reimbursement for out of pocket and medical mileage expenses; attorney fees pursuant to Labor Code §§5811, 5813, 5814.5 and 5710 are settled within this agreement.

DATED: 8/14/2022


Anisa Chaney
Applicant

DATED: 8/14/2022


Natalia Foley
Workers' Defenders Law Group
Attorney for Applicant

DATED: _____

Amanda Manukian
Attorney for Defendant

DATED: _____

Interpreter

CASE NAME: ANISA CHANEY v. BOLD QUAIL HOLDINGS LLC
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**BOLD QUAIL DBA PLAYA DEL REY CENTER / ZURICH'S
CONTINUATION OF PARAGRAPH #9**

MEDICARE SET-ASIDE ADDENDUM

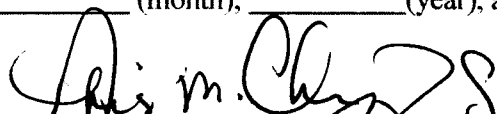
I, Anisa Chaney, declare under penalty of perjury:

- I am a Medicare beneficiary now.
- I am currently receiving Social Security Disability or retirement benefits, but I am not now a Medicare beneficiary.
- I am not currently receiving Social Security Disability or retirement benefits and I am not a Medicare beneficiary. I have a reasonable expectation that I will become a Medicare beneficiary within 30 months because my 65th birthday is less than 30 months from the date of the signed settlement papers.
- I am not currently receiving Social Security Disability or retirement benefits and I am not a Medicare beneficiary. I have a reasonable expectation that I will not become a Medicare beneficiary within 30 months from the date of signing this Compromise and Release agreement because my 65th birthday is more than 30 months after the date of signing, I have not applied for Social Security Disability (SSD) benefits, and I will not apply for SSD benefits within 30 months after the date of injury. It is therefore my opinion that a Medicare Set-Aside allocation is not required and is not necessary, and I will therefore not consent to any such allocation.

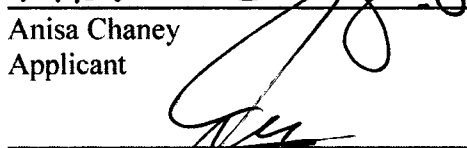
Unless expressly stated otherwise within this Compromise and Release agreement or expressly agreed upon by the parties to this Compromise and Release agreement, if a Medicare Set-Aside is required to be determined, then it is agreed that this Compromise and Release agreement, as well as the proposed Medicare Set-Aside allocation, will be submitted to, and is contingent upon approval by the Centers for Medicare & Medicaid Services (CMS) before submission to the Workers' Compensation Appeals Board and before issuance of the Order Approving Compromise and Release agreement.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the _____ day of _____ (month), _____ (year), at _____ (County), California.

DATED: 8/14/2022


Anisa Chaney
Applicant

DATED: 8/14/2022


Natalia Foley
Workers' Defenders Law Group
Attorney for Applicant

LETTER OF RESIGNATION

I, Anisa Chaney, knowingly and voluntarily resign from my employment from BOLD QUAIL HOLDINGS LLC DBA Playa Del Rey Center, effective immediately. I acknowledge that I have sought legal counsel or have been given the opportunity to seek legal counsel prior to resigning my position. This resignation is effective immediately.

Sincerely Yours,

A handwritten signature in black ink, appearing to read 'Anisa Chaney', written in a cursive style.

Anisa Chaney

8/14/2022