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Workers' Compensation Administrative Law Judge, Retired

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(Of Counsel)

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Neil D. Schwartz
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March 28, 2019

Via E-mail & U.S. Mail

Natalia Foley, Esq.
LAW OFFICES OF NATALIA FOLEY
8306 Wilshire Boulevard, Suite 115
Beverly Hills, CA 90211

RE: **DEBORAH L. CLARKE v. CVS HEALTH CORPORATION AND ITS
SUBSIDIARIES AND AFFILIATES**

WCAB CASE NO: ADJ11264523; ADJ11264503
CLAIM NO: 30189866794-0001; 30189866969-0001
D/O/I: 6/1/17 - 3/25/18; 5/5/17 - 4/4/18
OUR FILE NO: 2970-032744

Dear Ms. Foley:

On March 28, 2019, my associate Josephine Broussard walked through the settlement documents in the aforementioned case and obtained an Order Approving Compromise and Release.

Concurrently herewith, you are being served with a copy thereof. I have written to my client in regard to payment instructions.

GLENDAL, CALIFORNIA
(818) 245-4285
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(310) 856-4729
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(714) 221-1700
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2659184

Ms. Foley
RE: DEBORAH L. CLARKE v. CVS HEALTH CORPORATION AND ITS SUBSIDIARIES AND
AFFILIATES
March 28, 2019
Page 2

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

PEARLMAN, BROWN & WAX, L.L.P.



NEIL D. SCHWARTZ

NS/ams

Enclosure: Joint Order Approving Compromise and Release and Compromise and Release
dated 3/28/2019

cc: Ms. Rebecca Cardillo, CVS HEALTH
Ms. Stephanie Salazar, SEDGWICK CLAIMS MANAGEMENT, INC.

STATE OF CALIFORNIA
WORKERS' COMPENSATION APPEALS BOARD

DEBORAH CLARKE

Applicant,

vs.
XL INSURANCE AMERICA INC. / SEDGWICK CMS
GARFIELD BEACH CUS LLC

Defendants.

Case No: ADJ 11264523:ADJ11264523

ORDER APPROVING
COMPROMISE AND RELEASE
and AWARD

JOINT ORDER APPROVING C&R

The parties have filed a Compromise and Release in the above matter together with medical records, which are admitted into evidence, and have waived the provisions of Labor Code §5313. For the reasons set forth in the Compromise and Release and based upon the entire record, the settlement appears adequate and should be approved.

The court has considered the release of applicant's dependents' rights to death benefits in determining the adequacy of the Compromise and Release. Sumner v. WCAB, 48 CCC 369.

In view of the contested issues as set forth in the offer of proof, there are good faith issues, which, if resolved against the employee, would defeat the employee's right to compensation.

Includes settlement of Supplemental Job Displacement Benefits (only applies to injuries prior to 1/1/13)

Includes settlement of Labor Code Section 139a.

Now therefore, IT IS ORDERED that said Compromise and Release is approved.

AWARD is made in favor of DEBORAH CLARKE and against XL INSURANCE AMERICA INC. in the sum of \$ 24,950.00 less the sum of \$ 3742.50

payable to NATALIA FOLEY BEVERLY HILLS as reasonable attorney's fees,

to be held in trust by Defendant pending agreement or order re: division of AA fees

and less permanent disability advances according to proof, if any or

and less permanent disability advances of \$ _____

and less _____ of \$ _____

leaving a balance payable to applicant of \$ 21,207.50

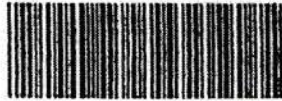
The Board retains jurisdiction over liens filed to date and penalties and interest thereon.

Dated: 03/28/2019

Pearlma Brown

Joseph F. Bevil

is ordered to serve copies of the Compromise & Release and this Order on all parties and lien claimants within five (5) days.



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

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ADJ11264523
Case Number 1

Case Number 4

ADJ11264503
Case Number 2

Case Number 5

Case Number 3

565-78-9844
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).)

LAO

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

Employee (Completion of this section is required)

DEBORAH
First Name MI

CLARKE
Last Name

30751 EL CORAZON APT 116
Address/PO Box (Please leave blank spaces between numbers, names or words)

RANCHO SANTA MARGARITA CA
City State Zip Code 92688

Employer Information (Completion of this section is required)

- Insured
- Self-Insured
- Legally Uninsured
- Uninsured

GARFIELD BEACH CVS LLC
Employer Name (Please leave blank spaces between numbers, names or words)

21571 PLANO TRABUCO RD
Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

TRABUCO CANYON CA
City State Zip Code 92679

Applicant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

NATALIA
First Name

FOLEY
Last Name

11964930
Law Firm Number

NATALIA FOLEY BEVERLY HILLS
Law Firm Name

8306 WILSHIRE BLVD STE 115
Address/PO Box (Please leave blank spaces between numbers, names or words)

BEVERLY HILLS
City

CA 90211
State Zip Code

Defendant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

NEIL D
First Name

SCHWARTZ
Last Name

4881517
Law Firm Number

PEARLMAN BROWN ENCINO
Law Firm Name

15910 VENTURA BLVD FL 18
Address/PO Box (Please leave blank spaces between numbers, names or words)

ENCINO
City

CA 91436
State Zip Code

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

XL INSURANCE AMERICA INC
Insurance Carrier Name (Please leave blank spaces between numbers, names or words)

505 EAGLEVIEW BLVD STE 100
Insurance Carrier Street Address/PO Box (Please leave blank spaces between numbers, names or words)

EXTON
City

PA 19341
State Zip Code

Claims Administrator Information (if known and if applicable)

SEDGWICK ORANGE

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

PO BOX 14152

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 05/29/1949, alleges that while employed as a(n)

(DATE OF BIRTH: MM/DD/YYYY)

CASHIER

, 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

ADJ11264523

Case Number 1

06/01/2017

(Start Date: MM/DD/YYYY)

03/25/2018

(End Date: MM/DD/YYYY)

Cumulative Injury

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

Body Part 1: NERVOUS (841) SYSTEM

Body Part 2: PSYCHE

Body Part 3:

Body Part 4:

Other Body Parts:

The injury occurred at 21572 PLANO TRABUCO RD

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

TRABUCO CANYON

City

CA

State

92679

Zip Code

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

Specific Injury
 Case Number 2: ADJ11264503 05/05/2017 04/04/2018
 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: (200) NECK Body Part 2: (300) UPPER EXTREMITIES Body Part 3: (420) BACK
 Body Part 4: (518) LEG Other Body Parts: (500) LOWER EXTREMITIES, HIPS

The injury occurred at 21572 PLANO TRABUCO RD
 (Street Address/PO Box - Please leave blank spaces between numbers, names or words)

TRABUCO CANYON CA 92679
 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) (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.

Specific Injury
 Case Number 4: _____ _____ _____
 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.

Specific Injury

Case Number 5 _____

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.

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 \$ 436.45 PER WEEK

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 \$ _____

Period(s) Paid _____

(Start Date: MM/DD/YYYY)

End date _____

(End Date: MM/DD/YYYY)

TOTAL MEDICAL BILLS PAID \$ _____

Total Unpaid Medical Expense to be Paid By: _____

DEFENDANTS TO PAY
ADJUST OR LITIGATE

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

\$ 24,950.00

Settlement Amount

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

\$ 0.00 for permanent disability advances through _____

\$ 0.00 for temporary disability indemnity overpayment, if any.

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ 3742.50 requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ 21,207.50, 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.

B. 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

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.

| Applicant | Defendant | |
|-----------|--------------|---|
| <u>dc</u> | NS <u>M</u> | earnings |
| <u>dc</u> | NS <u>PS</u> | temporary disability |
| | | jurisdiction |
| <u>dc</u> | NS <u>N</u> | apportionment |
| | | employment |
| <u>dc</u> | NS <u>PS</u> | injury AOE/COE |
| | | serious and willful misconduct |
| <u>dc</u> | NS <u>N</u> | discrimination (Labor Code §132a) |
| <u>dc</u> | NS <u>N</u> | statute of limitations |
| <u>dc</u> | NS <u>N</u> | future medical treatment |
| <u>dc</u> | NS <u>N</u> | other <u>MILEAGE REIMBURSEMENT, PARKING AND OUT-OF-POCKET EXPENSES</u> |
| <u>dc</u> | NS <u>N</u> | permanent disability |
| <u>dc</u> | NS <u>N</u> | self-procured medical treatment, except as provided in Paragraph 7 |
| <u>dc</u> | NS <u>N</u> | vocational rehabilitation benefits/supplemental job displacement benefits |

COMMENTS:

Penalty and interest waived if Order Approving Compromise and Release is paid within 30 days of service of the Order Approving Compromise and Release. The applicant has reviewed and verifies Page 1 of the Compromise and Release as being her accurate mailing address. The parties wish to avoid the risks and hazards of litigation and buy their peace. The applicant agrees to dismiss her Labor Code Section 132a Petition with prejudice. The parties have settled Supplemental Job Displacement Benefits and Voucher based upon injury AOE/COE pursuant to the Beltran case. An offer of proof is attached hereto and marked as Addendum "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 _____

[Signature] 3/8/19
Witness 1 (Date)
[Signature] 3/8/19
Witness 2 (Date)

Interpreter (Date)

[Signature] 3-8-19
Applicant (Employee) (Date)
[Signature] 3/8/19
Attorney for Applicant (Date)
[Signature] MNS 3/2/18
Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

