

STATE OF CALIFORNIA
WORKERS' COMPENSATION APPEALS BOARD

A0J11231848; A0J1123193E

Evan Disney
Applicant.

vs.

Advanced Real Estate
Services, Cypress Ins. Co.
Defendants.

Case No(s): A0J11804165;
A0J12037148

ORDER APPROVING
COMPROMISE AND RELEASE
And
AWARD

JOINT ORDER APPROVING C&R

The parties have filed a Compromise and Release in the above-entitled action on 3/21/19 for \$50,000.00 together with the entire medical record, which is 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 an evaluation of 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.*
- The court has considered the applicant's release of Supplemental Job Displacement Benefits in the Compromise and Release.
- 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.

IT IS ORDERED that said Compromise and Release is approved. Award is made in favor of the above-named Applicant against the above-named Defendant(s) payable as follows:

- (1) The following lien claims are to be deducted from the settlement: \$ 0
- (2) Less requested Attorneys' Fees to Yo Natalia Foley \$ 7,500.00
 To be held in trust by Defendant(s) pending written agreement/order resolving distribution of fees
- (3) Less all permanent disability or settlement advances noted to date as: \$ 0
 (Defendant may take credit for all permanent disability advances paid, unless otherwise indicated in the settlement agreement.)
- (4) Less _____ \$ 0
- (5) Less sums allocated & paid to the Applicant as a Self-Administered Medicare Set Aside of \$ 0

Leaving a balance payable to Applicant in the amount of \$ 42,500.00

THE COURT RETAINS JURISDICTION OVER LIEN ISSUES.

It is further understood and agreed that the aforesaid sum includes interest as provided by law for a period of 30 days from the date of service of the Order Approving Compromise and Release.

Dated: 3/21/19

KARINNEH ASEBANYAN
Workers' Compensation Appeals Board Judge *Jay W. Downey*

Defendant/Applicant is ordered to serve all parties on the Official Address Record, per CCR §10500.

Service on Official Address Record: By: DeFina Attorney Date: _____



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

7

ADJ11231848
 Case Number 1

~~ASSIGNMENT~~ 12037148
 Case Number 4

ADJ11231935
 Case Number 2

Case Number 5

ADJ11804165
 Case Number 3

517-13-7948
 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)

EVAN
 First Name MI

DISNEY
 Last Name

1611 SOUTH HIGHLAND AVE APT M
 Address/PO Box (Please leave blank spaces between numbers, names or words)

FULLERTON CA 92831
 City State Zip Code

Employer Information (Completion of this section is required)

- Insured
- Self-Insured
- Legally Uninsured
- Uninsured

ADVANCED REAL ESTATE SERVICES INC
 Employer Name (Please leave blank spaces between numbers, names or words)

15320 BARRANCA PKWY STE 100
 Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

IRVINE CA 92618
 City State Zip Code

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
State

90211
Zip Code

Defendant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

STEPHANIE

First Name

WEAVER

Last Name

4860010

Law Firm Number

HARRIGAN POLAN KAPLAN PASADENA

Law Firm Name

PO BOX 7062

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

PASADENA

City

CA
State

91109
Zip Code

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

CYPRESS INSURANCE COMPANY

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

PO BOX 881716

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

SAN FRANCISCO

City

CA
State

94188
Zip Code

Claims Administrator Information (if known and if applicable)

BERKSHIRE HATHAWAY SAN DEIGO

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

PO BOX 881716

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

SAN FRANCISCO

City

CA
State

94188
Zip Code

IT IS CLAIMED THAT:

1. The injured employee, born 04/04/1978, alleges that while employed as a(n) +
(DATE OF BIRTH: MM/DD/YYYY)

ASSISTANT MANAGER

(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

ADJ11231848

Case Number 1

Cumulative Injury

06/05/2015

(Start Date: MM/DD/YYYY)

03/12/2018

(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: 300 UPPER EXT Body Part 3: 420 BACK

Body Part 4: 500 LOWER EXT Other Body Parts: _____

The injury occurred at JOBSITE

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

IRVINE

City

CA
State

92618
Zip Code

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

ADJ11231935

Case Number 2

Specific Injury

Cumulative Injury

02/14/2018

(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: _____ Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at JOBSITE

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

IRVINE

City

CA

State

92618

Zip Code

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

ADJ11804165

Case Number 3

Specific Injury

Cumulative Injury

12/12/2018

(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: 880 BODY SMS Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at JOBSITE

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

IRVINE

City

CA

State

92618

Zip Code

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

12037148 Specific Injury

ADJ Unassigned
Case Number 4

Cumulative Injury

03/12/2017

(Start Date: MM/DD/YYYY)

03/12/2018

(End Date: MM/DD/YYYY)

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

Body Part 1: 841 Stress Body Part 2: 842 Payer Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at Jobsite

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

Irvine

City

CA

State

92618

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 \$ 800.00

TEMPORARY DISABILITY INDEMNITY PAID 6,019.01 Weekly Rate \$ 533.33

Period(s) Paid 12/13/2018 PRESENT
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID 0.00 Weekly Rate \$ 290.00

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

TOTAL MEDICAL BILLS PAID \$ 4,047.68 Total Unpaid Medical Expense to be Paid By: DEF PER 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

\$ 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 _____

\$ 7,500.00 requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ 42,500⁰⁰, 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):

DEFENDANT AGREES TO PAY, ADJUST, OR LITIGATE, VALID LIENS OF RECORD AS OF THE DATE OF THIS C&R AGREEMENT; WCAB TO RETAIN JURISDICTION

Settlement allotted as follows:

\$ 15,000 to anticipated permanent disability after appointment

\$ 35,000 to anticipated future medical care

Defendant to pay \$1,700.00 to AA in 5710 fees for 3/12/19 depo

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

_____	_____	earnings
<u>BD</u>	<u>sw</u>	temporary disability
_____	_____	jurisdiction
<u>BD</u>	<u>sw</u>	apportionment
_____	_____	employment
<u>BD</u>	<u>sw</u>	injury AOE/COE
_____	_____	serious and willful misconduct
_____	_____	discrimination (Labor Code §132a)
_____	_____	statute of limitations
<u>BD</u>	<u>sw</u>	future medical treatment
<u>BD</u>	<u>sw</u>	other <u>PENALTY, INTEREST; OUT OF POCKET EXPENSE</u>
<u>BD</u>	<u>sw</u>	permanent disability <u>NATURE EXTENT; APPORTIONMENT</u>
<u>BD</u>	<u>sw</u>	self-procured medical treatment, except as provided in Paragraph 7
_____	_____	vocational rehabilitation benefits/supplemental job displacement benefits

COMMENTS:

SEE ADDENDUM 1-A AND LIEN AFFIDAVIT

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 12 day of March, 2019 at Commerce

Jessica 3/12/19

Witness 1 (Date)

[Signature] 3/12/19

Applicant (Employee) (Date)

[Signature] 3/12/19

Witness 2 (Date)
CSR#13470

[Signature] 3/12/19

Attorney for Applicant (Date)

Interpreter (Date)

[Signature] 3/12/19

Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

ADDENDUM A TO COMPROMISE AND RELEASE

ADJ11231848; ADJ11231935L ADJ11804165 Evan Disney

1. **Permanent Disability Advances:**

Defendant is entitled to and will take credit for all permanent disability advances made up to and through distribution of funds pursuant to this Compromise and Release.

2. **Out of Pocket Expenses:**

This settlement includes and resolves any claim that applicant has to reimbursement of out of pocket expenses, including but not limited to prescriptions, mileage, transportation expenses, and medical treatment.

3. **Medical Provider Network:**

Defendant employer maintains a Medical Provider Network (MPN). Applicant stipulates that (a) defendant has complied with all statutes and regulations regarding the MPN; (b) defendant has at all times since the date(s) of injury the right to medical provider network control; (c) defendant provided all required MPN notices to applicant on a timely basis; and (d) applicant received all required MPN notices on a timely basis.

4. **Labor Code Section 5710, 5811 Fees and Costs:**

Unless specifically indicated in paragraph 8, all issues pertaining to fees and costs pursuant to Labor Code Sections 5710 and 5811 have been resolved.

5. **Labor Code Section 132a, 4553:**

Unless specifically indicated in paragraph 8, this settlement includes and resolves any claim for benefits pursuant to Labor Code Section 132a and Labor Code Section 4553. Applicant hereby withdraws and requests dismissal with prejudice of any currently filed claim for benefits pursuant to Labor Code Section 132a and Labor Code Section 4553.

6. **Penalties and Interest:**

This Compromise and Release settles any claim for penalties and interest of any kind, including but not limited to Labor Code Sections 4650, 5813, 5814 through the date of approval of this Compromise and Release. Interest is waived if payment of the Compromise and Release proceeds is made within 30 days of service of the Order Approving.

7. **Liens:**

Defendant objects to all liens that have not been previously resolved, but agrees to adjust, pay or litigate all liens of record with the exception of Child Support liens. Liens of record include but not limited to the liens set forth in the attached "Affidavit of Defendant Re: Liens" Defendant reserves the right to assert all lien-related objections and defenses.

Applicant's signature: _____

Date: 3/12/19

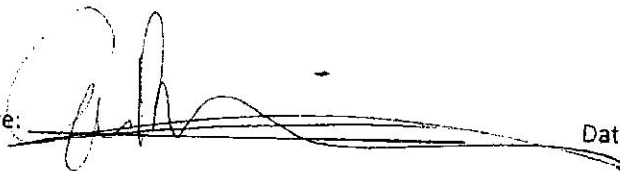
Applicant's Attorney's signature: _____

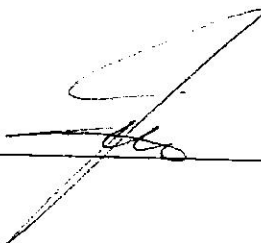
Date: 3/12/19

Evan Disney – ADJ11231848; ADJ11231935; ADJ11804165

Child Support Lien

Applicant agrees to hold defendant harmless for any lien filed in this case for child support payments.


Applicant's signature:  Date: 3/20/19

Applicant's Attorney's signature:  Date: 3/20/19

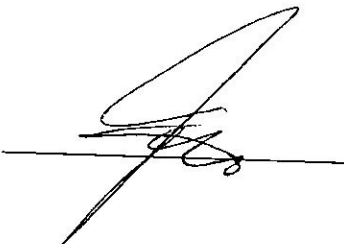
MEDICARE (NO MSA)

Applicant hereby represents and warrants that

1. He/She is not receiving Social Security or Medicare benefits and does not anticipate filing for or receiving Social Security or Medicare benefits within the next (30) thirty months.
2. He/She has not received any Medicare benefits or payments for treatment of any condition whether or not related to the injury involved in this case as of the date of this Compromise and Release.

Applicant's signature 

Date: 3/12/19

Applicant's Attorney's signature: 

Date: 3/12/19

STATE OF CALIFORNIA

WORKERS COMPENSATION APPEALS BOARD

Case No. ADJ 11231848
Claim No. 33098056

SSN# or DI#: 517-13-7948

Stipulation and Agreement
To Pay Lien Claimant

Applicant

Evan Disney vs

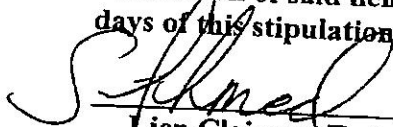
Cypress Ins. Co.

Defendant (s)

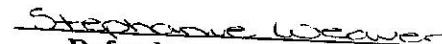
EDD
P.O. Box 513096
Los Angeles, Ca 90051
Tax ID #942650401


WCC(s):

Jurisdiction having been reserved on payment of the lien of The Employment Development Department for the period of 5/10/17 to 6/25/17 in the amount of \$ 2,497.71. The parties have stipulated to resolve said lien for the sum of \$ 2,497.71 payable forthwith by defendant(s) in full and final satisfaction of said lien. EDD will seek penalties and interest if not paid within 30 days of this stipulation, per CUIC 2629.1(E).

 3/21/19
Lien Claimant/Date

Shahirah Ahmed (For Employment
Development Department)
WC Representative


Defendant(s) (print/phone)
661)917-8241

 For EDD
Defendant(s) (sign/date)

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

Evan Disney,

Applicant,

vs

Advanced Real Estate Services, Inc.; Cypress
Insurance Company,

Defendants.

Case No.: ADJ11231935; ADJ11231848;
ADJ11804165

**AFFIDAVIT OF DEFENDANT
RE: RESOLUTION OF LIENS**

I, Stephanie Weaver, am the attorney for Harrigan Polan & Kaplan, representative for defendant Advanced Real Estate Services, Inc., Cypress Insurance Company.


I have made the following good faith effort to resolve each of the liens listed below in this case.

(Use supplemental page as necessary.)

Lien Claimant	Nature and Date of Lien Resolution Efforts	Result
EDD	resolved 3/21/19	

I declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed at Pasadena, California, on Thursday, March 21, 2019.

Law Offices of Harrigan Polan & Kaplan

By: 
Stephanie Weaver,
Attorney for Cypress Insurance Company