



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

7

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JUN 02 2009

DIVISION OF
 WORKERS' COMPENSATION
 STOCKTON OFFICE

ADJ2342648
 Case Number 1

ADJ1034890
 Case Number 4

ADJ1900614
 Case Number 2

Case Number 5

ADJ4409104
 Case Number 3

558-76-6159

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).)

STK

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

Employee(Completion of this section is required)

THOMAS
 First Name MI

BEARD
 Last Name

2937 TOYON DRIVE APT 2
 Address/PO Box (Please leave blank spaces between numbers, names or words)

STOCKTON
 City

CA
 State

95201
 Zip Code

Employer Information (Completion of this section is required)

- Insured
- Self-Insured
- Legally Uninsured
- Uninsured

SAN JOAQUIN COUNTY MOSQUITO VECTOR CONTROL DISTRICT
 Employer Name (Please leave blank spaces between numbers, names or words)

7759 S AIRPORT WAY
 Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

STOCKTON
 City

CA
 State

95206
 Zip Code

Applicant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

DAVID
First Name

ROCKWELL
Last Name

5053458
Law Firm Number

FRAILING ROCKWELL MODESTO
Law Firm Name

PO BOX 0142
Address/PO Box (Please leave blank spaces between numbers, names or words)

MODESTO
City

CA
State

95353
Zip Code

Defendant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

ERIC
First Name

HELPHREY
Last Name

5185268
Law Firm Number

STOCKWELL HARRIS SACRAMENTO
Law Firm Name

1545 RIVER PARK DRIVE SUITE 330
Address/PO Box (Please leave blank spaces between numbers, names or words)

SACRAMENTO
City

CA
State

95815
Zip Code

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

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

PO BOX 269120
Insurance Carrier Street Address/PO Box (Please leave blank spaces between numbers, names or words)

SACRAMENTO
City

CA
State

95826
Zip Code

Claims Administrator Information (if known and if applicable)

AIMS INSURANCE

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

PO BOX 269120

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

SACRAMENTO

City

CA
State

95826
Zip Code

IT IS CLAIMED THAT:

1. The injured employee, born 09/24/1949, alleges that while employed as a(n) _____, sustained injury

(DATE OF BIRTH: MM/DD/YYYY)

CONTROL TECH I

(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

ADJ2342648

Case Number 1

Cumulative Injury

05/22/1995

(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: 513 KNEE 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)

THORNTON

City

CA
State

Zip Code

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

ADJ1900614
Case Number 2

Specific Injury
 Cumulative Injury

// 01/09/2007
(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: 513 KNEE (RIGHT) Body Part 2: 420 BACK Body Part 3: 880 BODY SMS

Body Part 4: _____ Other Body Parts: RIBS, SLEEP DISORDER

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

RIPON _____, CA _____
City State Zip Code

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

ADJ4409104
Case Number 3

Specific Injury
 Cumulative Injury

01/09/2007
(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: 513 KNEE Body Part 2: 420 BACK Body Part 3: 880 BODY SMS

Body Part 4: _____ Other Body Parts: RIB CAGE

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

RIPON _____, CA _____
City State Zip Code

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

ADJ1034890
Case Number 4

Specific Injury
 Cumulative Injury

// 01/09/2007
(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: 513 KNEE (LEFT) 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)

RIPON _____, CA _____
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.)

ALL SUBJECT TO PROOF

EARNINGS AT TIME OF INJURY \$ 1,049.64

TEMPORARY DISABILITY INDEMNITY PAID 53,279.95 Weekly Rate \$ 699.76

Period(s) Paid 01/10/2007 07/11/2008
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID 4,140.00 Weekly Rate \$ 230.00

Period(s) Paid 07/12/2008 End date 11/14/2008
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

TOTAL MEDICAL BILLS PAID \$ 21,749.66 Total Unpaid Medical Expense to be Paid By: None by Defendant
after date of Order Approving C&R.

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

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>AK</u>	<u>EGH</u>	earnings
<u>AK</u>	<u>EGH</u>	temporary disability
<u>AK</u>	<u>EGH</u>	jurisdiction
<u>AK</u>	<u>EGH</u>	apportionment
<u>AK</u>	<u>EGH</u>	employment
<u>AK</u>	<u>EGH</u>	injury AOE/COE
<u>AK</u>	<u>EGH</u>	serious and willful misconduct
<u>AK</u>	<u>EGH</u>	discrimination (Labor Code §132a)
<u>AK</u>	<u>EGH</u>	statute of limitations
<u>AK</u>	<u>EGH</u>	future medical treatment save future medical treatment Award to applicant's right knee, left knee and low back only. other _____
<u>AK</u>	<u>EGH</u>	permanent disability _____
<u>AK</u>	<u>EGH</u>	self-procured medical treatment, except as provided in Paragraph 7
<u>AK</u>	<u>EGH</u>	vocational rehabilitation benefits/supplemental job displacement benefits

COMMENTS:

FUTURE MEDICAL TREATMENT TO APPLICANT'S RIGHT KNEE, LEFT KNEE AND LOW BACK ONLY. THIS SETTLEMENT RESOLVES EACH AND EVERY DATE OF CLAIMED INJURY BY THE APPLICANT DURING EMPLOYMENT WITH SAN JOAQUIN COUNTY MOSQUITO VECTOR CONTROL DISTRICT INCLUDING BUT NOT LIMITED TO: STK0144653 - DOI: 3/23/98; STK0156894 - DOI: 11/19/95; STK0181022 - DOI: CT-4/97; STK0124214 - DOI: CT-1/18/96; STK0124216 - DOI: 5/22/95; STK0098489 - DOI: 10/26/88; STK0144654 - DOI: 7/18/77; AND STK0140774 - DOI: 5/18/78.
Defendant is still to provide medical treatment to right knee, left knee and low back only.

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 10 day of MAY, 2009 at 2:30 PM

[Signature] 5/10/09

Witness 1 (Date)

[Signature] 5/10/09

Witness 2 (Date)

Interpreter (Date)

[Signature] 5/10/09

Applicant (Employee) (Date)

[Signature] 5/13/09

Attorney for Applicant (Date)

[Signature] 5/24/09

Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

RE: Beard, Tom vs. San Joaquin County MVCD
WCAB #: ADJ2342648; ADJ1900614; ADJ4409104; ADJ1034890
CLAIM #: VE0700048

ADDENDUM TO COMPROMISE & RELEASE

Future Medical Treatment Award: This settlement includes a future medical treatment award to applicant's right knee, left knee and low back only. All other aspects of any/all other claims are settled herein.

Thomas Finding: There is a genuine good-faith dispute of injury AOE/COE on which a finding adverse to the applicant would entirely defeat applicant's right to workers' compensation benefits regarding the denied body parts (CT-1/9/07, left knee; 1/9/07, back, right knee, ribcage; CT-1/9/07, sleep disorder). The parties expressly settle applicant's rights, if any, to vocational rehabilitation benefits and request a finding of a good-faith issue under *Thomas vs. Sports Chalet, Inc.* 42 CCC 625 (1977). This finding is based in part on the opinion of Agreed Medical Examiner Donald Pang, M.D. and affirmative defenses including post-termination defense. Applicant stipulates to no injury AOE/COE as to the specific dates of injury and body parts listed above only.

General Release Of Workers' Compensation Claims: The 1/9/07 admitted back and knee disability is 9% adjusted after apportionment of 25%. Any right knee disability is subject to apportionment under Labor Code §4663 based on the Award of 11/4/04 of 25%. The left knee disability is subject to apportionment under Labor Code §4663 based on the Award of 6/26/97 at 15-1/4%. The parties stipulate there are no additional claims for any workers' compensation benefits during any period of employment with San Joaquin County Mosquito Vector Control District, permissibly self-insured regarding the body parts identified above. The intent of this settlement is to resolve any and all aspects of all workers' compensation claims, whether filed or not, as a result of all periods of employment with San Joaquin County Mosquito Vector Control District, permissibly self-insured regarding the body parts identified above. This settlement specifically resolves any claims for self-procured expenses, mileage, out-of-pocket expenses, or any other claimed workers' compensation benefits. This release is limited to workers' compensation issues only. Future medical treatment to the right knee, left knee and low back is not resolved herein.

Labor Code Section 5800 Interest: The parties stipulate that Labor Code Section 5800 Interest is waived in consideration. The defendants shall make payment of the Order Approving Compromise and Release no later than 25 days after defendant's receipt of the duly issued Order Approving Compromise and Release. It is agreed that if there is any untimely payment of the Order Approving Compromise and Release, any penalty owed shall be owed on the Compromise and Release settlement amount listed in the Compromise and Release and shall not attach to any species of benefits previously paid or allegedly owed by the defendant prior to the date of the Order Approving Compromise and Release.

if payment is made within 25 days

Dated: 5-10-09 X Jan Beard
Thomas Beard, Applicant

Dated: 5-13-09 David Rockwell
David Rockwell, Applicant's Attorney

Dated: 5/24/09 [Signature]
Eric G. Helphrey, Defense Attorney

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MAY 27 2009
SACRAMENTO