

# IRONWORKERS WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION SYSTEM

## COMPROMISE AND RELEASE

Case No(s). \_\_\_\_\_

Social Security No. \_\_\_\_\_

\_\_\_\_\_  
Applicant (Employee)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Correct Name(s) of Employer(s)

\_\_\_\_\_  
Address(es)

\_\_\_\_\_  
Name(s) of Insurance Carrier(s) Claims Administrator(s)

\_\_\_\_\_  
Address(es)

1. The employee, born \_\_\_\_\_ claims that he/she was employed at \_\_\_\_\_  
(city)

\_\_\_\_\_, as a(n) \_\_\_\_\_ by the employer(s), claims to have  
(state) (occupation)

sustained injury arising out of and in the course of employment:

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

on \_\_\_\_\_ to \_\_\_\_\_

on \_\_\_\_\_ to \_\_\_\_\_

on \_\_\_\_\_ to \_\_\_\_\_

on \_\_\_\_\_ to \_\_\_\_\_

on \_\_\_\_\_ to \_\_\_\_\_

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

2. Unless otherwise expressly stated, upon approval of this compromise agreement by the Ironworkers ADR Ombudsman or a mediator or an arbitrator and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named

Applicant/Employee: \_\_\_\_\_

employer(s) and insurance carrier(s) from all claims and causes of action within the exclusive jurisdiction of the Ironworkers Workers' Compensation Program, 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 insurance carrier(s) and each of them to the dependents, heirs, executors, representatives, administrators or assigns of the employee. PARTIES MAY NOT WAIVE CIVIL CODE SECTION 1542.

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 despite any language to the contrary 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 INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph No. 7.

5. Unless otherwise expressly ordered by the Ironworkers ADR Ombudsman, a mediator or an arbitrator, 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 \$ \_\_\_\_\_

TEMPORARY DISABILITY INDEMNITY PAID \$ \_\_\_\_\_ Weekly Rate: \$ \_\_\_\_\_

Period(s) Paid: \_\_\_\_\_

PERMANENT DISABILITY INDEMNITY PAID \$ \_\_\_\_\_ Weekly Rate: \$ \_\_\_\_\_

Period(s) Paid: \_\_\_\_\_

TOTAL MEDICAL BILLS PAID \$ \_\_\_\_\_

Total Unpaid Medical Expense to be Paid By: \_\_\_\_\_

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 claims on account of the injury(ies) by the payment of the **SUM OF \$** \_\_\_\_\_. The following amounts are to be deducted from the settlement amount:

\$ \_\_\_\_\_ for permanent disability advances through: \_\_\_\_\_  
(Date)

\$ \_\_\_\_\_ for temporary indemnity overpayment, if any

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ \_\_\_\_\_ payable to \_\_\_\_\_

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

**LEAVING A BALANCE OF \$** \_\_\_\_\_, 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):

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9. The parties wish to settle these matters to avoid the costs, hazards and delay of further litigation, and agree that a serious dispute exists as to (initial only those that apply):

- earnings
- temporary disability
- permanent disability
- jurisdiction
- apportionment
- employment
- vocational rehabilitation/supplemental job displacement benefits
- injury AOE/COE
- serious and willful misconduct
- discrimination (Labor Code section 132a)
- statute of limitations
- self-procured medical treatment

\_\_\_ \_\_\_ future medical treatment  
\_\_\_ \_\_\_ other: \_\_\_\_\_

Comments:

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 confers upon the Ironworkers ADR Ombudsman the discretion to set the matter for hearing, reserving to the parties the right to put in issue any of the facts admitted herein. If an arbitration is held with this document used as the moving document, the defendants shall have available to them all defenses that were available as of the date of filing of this document. The ADR Ombudsman, a mediator or an arbitrator may either approve this Compromise and Release or disapprove it and recommend to the ADR Ombudsman that the matter be set for an informal conciliation.

**11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING OR MAY BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION.**

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 \_\_\_\_\_ 20\_\_\_, at \_\_\_\_\_*

\_\_\_\_\_  
Witness 1 (Date)

\_\_\_\_\_  
Applicant (Employee) (Date)

\_\_\_\_\_  
Witness 2 (Date)

\_\_\_\_\_  
Attorney for Applicant (Date)

\_\_\_\_\_  
Interpreter (Date)

\_\_\_\_\_  
Attorney for Defendant (Date)

STATE OF CALIFORNIA

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the said County and State, residing therein, duly commissioned  
and sworn, personally appeared \_\_\_\_\_ known to me or proven  
to be the person(s) whose name(s) is/are subscribed to the within Instrument, and  
acknowledged to me that he/she executed the same.

*In Witness Whereof, I have hereunto set my hand and affixed my official seal the day  
and year in this Certificate first above written.*

\_\_\_\_\_  
Notary Public in and for said County and State of California