

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

WORKERS' COMPENSATION APPEALS BOARD

(See Page 3 for Instructions)

THIRD PARTY
COMPROMISE AND RELEASE

CASE NO.

SOCIAL SECURITY NO.

(Mr.)
(Mrs.)
(Miss)
vs. EMPLOYEE

ADDRESS

.....
CORRECT NAME OF EMPLOYER

ADDRESS

.....
CORRECT NAME OF INSURANCE CARRIER

ADDRESS

The parties hereto, for the purpose of compromise only, hereby submit the following agreed statements of fact:

1., born on
claims that he was employed on theday of.....,at
as a by then insured as to
workers' compensation liability by and that
he sustained an injury arising out of and in the course of his employment as follows:

2. The actual weekly wages of the employee at the time of injury were \$, while the average weekly
wages were \$

3. The employee's present disability is
and the employee returned to work

4. (a) Temporary disability indemnity has been paid to the employee in the sum of \$ at \$
per week coveringto..... The amount due and unpaid to the employee is \$

(b) Permanent disability indemnity has been paid to the employee in the sum of \$..... covering periodto.....

5. Medical and hospital expenses have been paid \$..... by the employee and \$ by the employer
or carrier. Unpaid bills amount to \$..... Future medical and hospital expense is estimated at \$.....
Unpaid and future medical and hospital expense is to be assumed as follows:

6. Name and address of employee's attorney, if any

7. It is claimed that the injury to the employee was caused by the negligence of _____
_____. An agreement has been reached for settlement in full of the employee's
claim for personal injury against said alleged tort-feasor for the sum of \$ _____

8. Copy of the settlement agreement between the employee and the alleged tort-feasor _____
(COPY MUST BE ATTACHED, IF IN WRITING, OR EXPLANATION GIVEN)

9. From said sum the employee's attorney requests a fee of \$ _____ and \$ _____ for
expenses incurred [Note: attach supporting statements, e.g.: Court approval, agreement, services rendered, etc.—See
Labor Code Section 3860(f)] leaving a balance of \$ _____ to be divided between the employee and the
_____ as follows:

	<small>(CARRIER OR SELF-INSURER)</small>	
To employee (net)	_____	\$ _____
To _____	_____	\$ _____
	<small>(CARRIER OR SELF-INSURER)</small>	

10. Reason for Compromise (include issues that would be raised in event of proceedings under provisions of paragraph 13)

11. The undersigned request that this Compromise Agreement and Release be approved.

12. Upon approval of this Compromise Agreement by the Workers' Compensation Appeals Board and payment in accord-
ance with the provisions hereof, said employee releases and forever discharges said employer and insurance carrier from all claims
and causes of action, whether now known or ascertained, or which may hereafter arise or develop as a result of said injury,
including any and all liability of said employer and said insurance carrier and each of them to the dependants, heirs, executors,
representatives, administrators or assigns of said employee.

13. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the employee,
and that the W.C.A.B. 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 W.C.A.B. may
there after either approve said Compromise Agreement and Release or disapprove the same and issue Findings and Award after
hearing has been held and the matter regularly submitted for decision.

14. For the purpose of determining the lien claim filed herein for the unemployment compensation disability benefits or unemployment compensation benefits and extended duration benefits which have been paid under or pursuant to the California Unemployment Insurance Code, the parties propose the following division of the sum agreed upon for settlement and release of this case:

- \$ for temporary disability covering the period to
- \$ for accrued medical expense paid or incurred by the employee.
- \$ for future medical care.
- \$ for permanent disability.

(The above segregation must be fair and reasonable and must be based on the real facts of the case. There should be no attempt made to deprive the lien claimant of a reasonable recovery consistent with all the amounts involved. W.C.A.B . Rule 10886 requires proof of service of a copy of this agreement on such Lien Claimant.)

WITNESS the execution hereof this day of,, at

WITNESSES
 THE INJURED EMPLOYEE'S SIGNATURE MUST BE ATTESTED BY TWO
 DISINTERESTED PERSONS
 OR
 ACKNOWLEDGED BEFORE A NOTARY PUBLIC
 STATE OF CALIFORNIA

..... County of } ss. _____

On this day of, before me,
 a Notary Public in and for the said
 County and State, residing therein, duly commissioned and sworn, personally appeared

.....

 known to me to be the person whose name subscribed to the within
 instrument, and acknowledged to me that he 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

INSTRUCTIONS

1. If the injured employee be under 18 years of age and a guardian ad litem has not been previously appointed, a petition for appointment of guardian ad litem and trustee must accompany this agreement.
2. The guardian must sign this agreement on behalf of an injured employee who is under 18 years of age. If the minor is above the age of 14, such minor should also sign this agreement.
3. Kindly attach all medical reports not heretofore submitted to the Workers' Compensation Appeals Board.
4. Also attach a copy of the agreement with the third party tort-feasor, if such agreement is in writing.