



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

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 and as further described in Paragraph No. 9 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 Basic Crafts ADR Director, 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 disability 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):

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: \_\_\_\_\_
- \_\_\_\_\_ other: \_\_\_\_\_

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 Basic Crafts ADR Director 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 Basic Crafts ADR Director, a mediator or an arbitrator may either approve this Compromise and Release or disapprove it and recommend to the ADR Director 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 \_\_\_\_\_

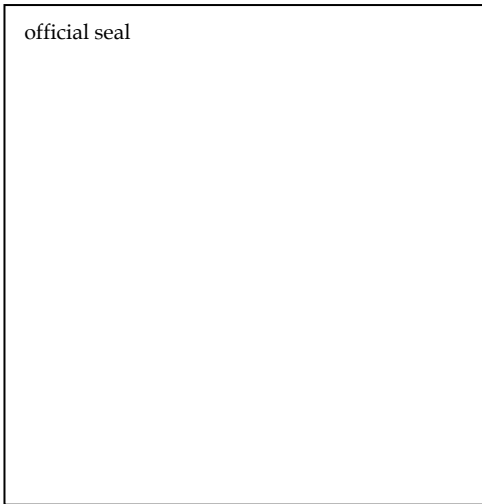
_____ Witness 1	(Date)	_____ Applicant (Employee)	(Date)
_____ Witness 2	(Date)	_____ Attorney for Applicant	(Date)
_____ Interpreter	(Date)	_____ Attorney for Defendant	(Date)

STATE OF CALIFORNIA

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

On \_\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

*WITNESS my hand and official seal.*



\_\_\_\_\_  
Signature