BASIC CRAFTS WORKERS' COMPENSATION
ALTERNATIVE DISPUTE RESOLUTION SYSTEM

COMPROMISE AND RELEASE

Basic Crafts Case No(s). _____

_____ _____
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 _____,

_____, as a(n) _____ by the employer(s), and 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 Basic Crafts ADR Director or a mediator or an arbitrator 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 within the exclusive jurisdiction of the Basic Crafts 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 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.

official seal

_____
Signature

BASIC CRAFTS WORKERS' COMPENSATION

ALTERNATIVE DISPUTE RESOLUTION SYSTEM

Injured Worker/Applicant, v. *Defendants.*	**Basic Crafts Case No.** **Order Approving Compromise and Release**

The parties to the above-entitled action filed a Compromise and Release agreement on _____settling this matter as specified in the agreement. For the reasons set forth in the Compromise and Release, and based on my review of all of the medical reports and records and other documents that have been filed (which are hereby admitted into evidence), I conclude that the settlement amount is adequate and that the Compromise and Release should be approved. I have considered that any potential right to death benefits is being released.

IT IS ORDERED that the Compromise and Release attached hereto be approved.

AWARD IS MADE as specified in the Compromise and Release agreement.

☐ Other

Dated:_____ _____

Arbitrator for the
Basic Crafts WCADR System

is directed to serve all parties
on the official address record.

Service

This document was served by mail on all persons listed on the official address record:
Date:_____
By:_____