

WORKERS' COMPENSATION APPEALS BOARD

**DIVISION OF INDUSTRIAL ACCIDENTS
DEPARTMENT OF WORKERS' COMPENSATION**

STATE OF CALIFORNIA

COMPROMISE AND RELEASE (Dependency Claim)

CASE NO. _____

(Mr.)
(Mrs.)
(Miss)

SOCIAL SECURITY NO. _____

vs. APPLICANT

ADDRESS

CORRECT NAME OF EMPLOYER

ADDRESS

CORRECT NAME OF INSURANCE CARRIER

ADDRESS

The parties hereto, for the purpose of compromise only, agree as follows:

1. The above-named applicant ___ claim ___ that _____ while employed at _____ on _____ by _____ then insured as to workers' compensation liability by _____ sustained injury arising out of and in the course of such employment as follows: _____

2. The death of said employee occurred on _____, _____, as a result of the claimed injury.

3. The actual weekly wages of the employee at the time of claimed injury were _____, while average weekly wages (statutory) were _____

4. Payments of compensation to the employee in his lifetime on account of the claimed injury were _____

5. The applicant ___ herein claim ___ to have been dependent upon said employee at the time of claimed injury, and state ___ the names, ages, relationship to, and the extent of dependency upon said deceased employee to have been as follows:

NAME	AGE	RELATIONSHIP	EXTENT OF DEPENDENCY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. The parties hereby agree to settle any all claims of said dependent ___ on account of the claimed injury and the death of said employee by payment of the sum of \$ _____, payable as follows to _____

7. The parties hereby agree (if such items of expense be claimed) that medical, hospital and burial expense required by reason of the alleged injury and the death of the employee shall be borne as follows: _____

8. The name and address of applicant's attorney (if any) _____

who requests a fee of \$ _____, having been previously paid \$ _____.

9. Reason for compromise _____

10. The undersigned request that this compromise agreement and release be approved.

11. Upon approval of this compromise agreement as provided by law, and payment in accordance with the provisions of said order of approval, said applicants and each of them do hereby release and forever discharge said employer and said insurance company of and from all claims, demands, actions or causes of action, of every kind or nature whatsoever, on account of, or by reason of the injury and death sustained as aforesaid by the employee, and in particular of any, all and every claim or cause of action which the undersigned, heirs, executors, representatives, or administrators may have had, now have, or shall hereafter have against said employer, said insurance carrier, and each of them under Division IV of Labor Code of the State of California.

12. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the applicant _____, and that it may be set 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 may thereafter be approved, disapproved, or a decision issued after a hearing has been held and the matter regularly submitted.

13. For the purpose of determining the lien claim filed herein for the unemployment compensation disability and/ or unemployment compensation 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.)

WITNESS *the signature hereof* this _____ day of _____, _____, at

WITNESSES

THE APPLICANT'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.