

STATE OF CALIFORNIA  
DIVISION OF WORKERS' COMPENSATION  
WORKERS' COMPENSATION APPEALS BOARD  
COMPROMISE AND RELEASE

*Amended*

ADJ9241028  
Case Number 1

Case Number 4

Case Number 2

Case Number 5

Case Number 3

SSN (Numbers Only)

**Venue Choice is based upon: (Completion of this section is required)**

- County of residence of employee (Labor Code section 5501.5(a)(1) or (d).)  
 County where injury occurred (Labor Code section 5501.5(a)(2) or (d).)  
 County of principal place of business of employee's attorney (Labor Code section 5501.5(a)(3) or (d).)

SAC

Select 3 Letter Office Code For Place/Venue of Hearing (From Document Cover Sheet)

**Employee(Completion of this section is required)**

JOSEPH  
First Name

MI

RECEIVED

FEB 25 2015

RANGEL  
Last Name

DIR/DWC SACRAMENTO

Address/PO Box (Please leave blank spaces between numbers, names or words)

City

State

Zip Code

**Employer Information (Completion of this section is required)**

- Insured       Self-Insured       Legally Uninsured       Uninsured

CITY OF CITRUS HEIGHTS POLICE DEPARTMENT

Employer Name (Please leave blank spaces between numbers, names or words)

6237 FOUNTAIN SQUARE DRIVE

Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

CITRUS HEIGHTS

City

CA  
State

95621  
Zip Code

9. The parties wish to settle these matters to avoid the costs, hazards and delays of further litigation, and agree that a serious dispute exists as to the following issues (initial only those that apply). ONLY ISSUES INITIALED BY THE APPLICANT OR HIS/HER REPRESENTATIVE AND DEFENDANTS OR THEIR REPRESENTATIVES ARE INCLUDED WITHIN THIS SETTLEMENT.

Applicant Defendant

<u>   </u>	<u>   </u>	earnings
<u>   </u>	<u>   </u>	temporary disability
<u>   </u>	<u>   </u>	jurisdiction
<u>   </u>	<u>   </u>	apportionment
<u>   </u>	<u>   </u>	employment
<u>   </u>	<u>   </u>	injury AOE/COE
<u>   </u>	<u>   </u>	serious and willful misconduct
<u>   </u>	<u>   </u>	discrimination (Labor Code §132a)
<u>   </u>	<u>   </u>	statute of limitations
<u>   </u>	<u>   </u>	future medical treatment
<u>   </u>	<u>   </u>	other <u>L.C. §4850 benefits, L.C. §133(a) claim, any possible</u>
<u>   </u>	<u>   </u>	permanent disability <u>claim to sanctions, penalties, L.C. §</u>
<u>   </u>	<u>   </u>	self-procured medical treatment, except as provided in Paragraph 7 <u>4650 s.a.p., or</u>
<u>   </u>	<u>   </u>	vocational rehabilitation benefits/supplemental job displacement benefits <u>interest</u>

RECEIVED

FEB 25 2015

DIR/DWC SACRAMENTO

COMMENTS:

Defendant's consent to this C & R is expressly conditioned upon applicant's execution of a separate civil release resolving a pending disciplinary action and an agreement between the city and applicant to sever the employment relationship with each party waiving and releasing any claim against the other. Applicant's consent is conditioned upon the city's consent to a P.E.R.S. and ER industrial retirement with an effective date of March, 2015. Applicant's injury is plead as cumulative, but the injury arises, in

Any accrued claims for Labor Code section 5814 penalties are included in this settlement unless expressly excluded.

Part or whole, out of a specific shooting incident 10/25/2013 It

10. It is agreed by all parties hereto that the filing of this document is the filing of an application, and that the workers' compensation administrative law judge 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 workers' compensation administrative law judge may thereafter either approve this Compromise and Release or disapprove it and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

is the intent of parties to settle and release any and all injuries to the spine and psyche, whether the result of specific injury, cumulative injury, and any combination of potential injuries thru applicant's last date of employment with the city of Citrus Heights.

11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING TO WHICH YOU BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, MEDICARE AND LONG-TERM DISABILITY BENEFITS.

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 19 day of FEBRUARY, 2015 at 16:30 HRS

[Signature] 2/19/15  
Witness 1 (Date)  
[Signature] 2/20/15  
Witness 2 (Date)  
\_\_\_\_\_  
Interpreter (Date)

[Signature] 2/19/15  
Applicant (Employee) (Date)  
Edward W. Lester 02/20/15  
Attorney for Applicant (Date)  
[Signature] 02/24/2015  
Attorney for Defendant (Date)  
\_\_\_\_\_  
Attorney for Defendant (Date)  
\_\_\_\_\_  
Attorney for Defendant (Date)

RECEIVED  
FEB 25 2015  
DIR/DWC SACRAMENTO