
In the Matter of the Compensation of
JOHN F. VAUGHN, Claimant
WCB Case No: C051174
ORDER APPROVING CLAIM DISPOSITION AGREEMENT
Ransom Gilbertson Martin et al, Claimant Attorneys
Johnson Nyburg & Andersen, Defense Attorneys

Reviewing Panel: Members Biehl and Lowell.

On May 31, 2005, the Board received the parties' claim disposition agreement (CDA) in the above-captioned matter. Pursuant to that agreement, in consideration of the payment of a stated sum, claimant releases certain rights to future workers' compensation benefits, except medical services, for his compensable injury. We approve the proposed disposition.

Pursuant to the CDA, the parties agree that claimant will be considered permanently and totally disabled. (Page 3, Paragraph 14).

It is well settled that CDAs are not designed for purposes of claim processing. *E.g., Kenneth R. Free*, 47 Van Natta 1537 (1995). Here, however, we do not interpret the CDA as accomplishing a claim processing function. In other words, in approving the CDA, we do not interpret the CDA as *awarding* permanent total disability. Rather, we find that the CDA *releases* claimant's rights to past, present and future benefits of temporary disability and permanent disability related to the accepted claim, except for medical services. *See Von E. Kurtz*, 56 Van Natta 2027 (2004).

The agreement, as clarified by this order, is in accordance with the terms and conditions prescribed by the Board. *See* ORS 656.236(1). Accordingly, the parties' claim disposition agreement is approved.

If the parties disagree with our interpretation of the CDA, they may move for reconsideration by filing a motion for reconsideration within 10 days of the date of mailing of this order. OAR 438-009-0035.

IT IS SO ORDERED.

Entered at Salem, Oregon on June 9, 2005