

In the Matter of the Compensation of
CHAD A. MARMOLEJO, Claimant

WCB Case NO. 04-03406, 04-00066

ORDER OF DISMISSAL

G Joseph Gorciak III, Claimant Attorneys
Johnson Nyburg & Andersen, Defense Attorneys
Alice M Bartelt, SAIF Legal, Defense Attorneys

Reviewing Panel: Members Biehl and Lowell.

The SAIF Corporation requested, and claimant cross-requested, review of Administrative Law Judge (ALJ) Herman's order that: (1) set aside SAIF's denial of an L5-S1 disc herniation; (2) upheld SAIF's denial of a C4-5 disc herniation; upheld Liberty Northwest's denial of the L5-S1 disc herniation; (3) awarded temporary disability from February 11, 2004 through May 18, 2004; and (4) assessed penalties and attorney fees based on SAIF's allegedly unreasonable claim processing. Claimant and Liberty have submitted a proposed "Disputed Claim Settlement," which is designed to resolve all issues raised or raisable between them. Claimant and SAIF have also submitted a proposed "Disputed Claim Settlement Agreement," which is designed to resolve all issues raised or raisable between them.

Pursuant to the "Liberty" settlement, claimant agrees that Liberty's denial "shall forever remain in full force and effect" and that the hearing request "shall be dismissed with prejudice."¹ In accordance with the "SAIF" settlement, claimant understands that SAIF's denial, as supplemented in the agreement, "shall remain in full force and effect." Claimant further agrees that the hearing request and request for Board review "shall be dismissed with prejudice."

We have approved the parties' settlements, thereby fully and finally resolving these disputes, in lieu of the ALJ's order. Accordingly, these matter's are dismissed with prejudice.

IT IS SO ORDERED.

Entered at Salem, Oregon on July 12, 2005

¹ Pursuant to the agreement, claimant agrees to waive his right "to file a claim for civil remedies arising out of the denied claim under ORS 656.019." Our approval of the parties' settlement is limited to matters arising under chapter 656. As such, to the extent, if any, that the parties' settlement purports to address civil matters that exceed chapter 656, our approval would not extend to such matters. See *Claude A. Benson*, 55 Van Natta 3935 (2003).