

In the Matter of the Compensation of
GREGORY J. LEONETTI, Claimant
WCB Case No: C080070, C080069
ORDER APPROVING CLAIM DISPOSITION AGREEMENT
Malagon Moore et al, Claimant Attorneys
Reinisch Mackenzie PC, Defense Attorneys

Reviewing Panel: Members Biehl and Lowell

On January 11, 2008, the Board received the parties' claim disposition agreements (CDAs) in the above-captioned matter.¹ Pursuant to the agreements, in consideration of the payment of a stated sum, claimant releases certain rights to future workers' compensation benefits, except medical services, for his compensable injuries. We approve the proposed dispositions.

Page 4 of the CDA provides, in part:

“The parties stipulate claimant’s current permanent impairment award for newly accepted and processed conditions on the 1977 claim (claim # 087CN048116) would be \$18,732.64. This represents \$8,652.64 in new Own Motion permanent disability that will be reimbursed by WCD.”

Similarly, page 5 of the CDA provides, in part:

“The parties stipulate claimant’s current permanent impairment award for newly accepted and processed conditions on the 1990 claim (claim # 787CU018713) would be \$20,486.88 unscheduled and \$3,336.10 scheduled. This represents \$15,502.98 in new Own Motion permanent disability that will be reimbursed by WCD.”

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 disability under the Board’s Own Motion jurisdiction.² Rather, we find that the

¹ The CDA releases most of claimant’s rights to “non-medical service” benefits related to two claims (June 1977 and March 1990). Because the CDA includes two summary pages and apportions the total consideration between the two claims, the CDA can be considered. OAR 438-009-0022(1), (3); *see Antonio Resendez*, 48 Van Natta 1648 (1996).

² We interpret the provisions as merely the parties' predictions that claimant's compensable injuries would have eventually resulted in permanent disability awards. As such, the CDA is not unreasonable as a matter of law and, consequently, approvable. ORS 656.236(1)(a)(A).

CDA releases claimant's rights to past, present and future benefits of temporary disability and permanent disability related to the accepted claims. *See Karen L. McPherson*, 57 Van Natta 1417 (2005); *Von E. Kurtz*, 56 Van Natta 2027 (2004).

The CDA, 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' CDA 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 January 22, 2008
