
In the Matter of the Compensation of
BREANNA FLORES, Claimant
WCB Case No: 16-01211C
ORDER APPROVING CLAIM DISPOSITION AGREEMENT
Bell Law offices PC, Claimant Attorneys
Sather Byerly & Holloway, Defense Attorneys

Reviewing Panel: Members Curey and Lanning.

On May 18, 2016, the Board received the parties' claim disposition agreement (CDA). In consideration of the payment of a stated sum, claimant releases certain rights to future workers' compensation benefits, except medical services-related benefits, for her compensable injury. We approve the proposed disposition.

The "summary page" of the CDA provides that claimant shall receive \$7,365 and his attorney shall receive \$2,000, which would equal a total consideration of \$9,365. Yet, the total proceeds listed on the "summary page" and Page 3 of the agreement provide for an amount of \$9,635.

In interpreting a CDA, we generally rely on the more specific provisions in the body of the CDA, rather than the more general provisions of the "summary page" of the CDA. *See Penny R. Doty*, 61 Van Natta 2704 (2009) (relying on the specific provisions regarding the amount of CDA consideration). Thus, we consider the reference on the "summary page" to \$7,365 in CDA proceeds payable to claimant to be a clerical error.

Under such circumstances, we conclude that the total CDA proceeds are \$9,635, to be distributed as follows:

\$2,000	Total Due Attorney
<u>\$7,635</u>	<u>Total Due Claimant</u>
\$9,635	Total Consideration

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' 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 May 31, 2016