

In the Matter of the Compensation of  
**BRUCE GRUBER, Claimant**  
 WCB Case No: 16-02041C  
**ORDER APPROVING CLAIM DISPOSITION AGREEMENT**  
 Dunn & Roy PC, Claimant Attorneys  
 SAIF Legal Salem, Defense Attorneys

Reviewing Panel: Members Johnson and Langer.

On August 22, 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 his compensable injury. We approve the proposed disposition.

The summary page of the CDA provides that claimant shall receive \$46,875, with his attorney receiving \$8,125, which equals total consideration of \$55,000. However, Page 3 of the agreement provides that the SAIF Corporation reserves the right to recover an overpayment, which a handwritten interlineation specifies to be \$4,246.22. Further, by handwritten interlineation on Page 4 of the agreement, the parties provide that of total consideration of \$55,000, claimant will receive \$42,628, (the attorney fee remains the same), but an addition of \$4,246.22 "Overpayment to SAIF" has been added by handwritten interlineation. After reviewing the summary page and the aforementioned provision, we find that the parties' intent is for the disposition proceeds to be distributed as follows:

\$ 8,125.00	Total Due Attorney
\$42,628.78	Total Due Claimant
<u>\$ 4,246.22</u>	<u>Total Overpayment to SAIF</u>
\$55,000.00	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 August 29, 2016