

# WORKERS' COMPENSATION BASICS

“Your go-to guide all things Workers' Comp!”



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# WORKERS' COMPENSATION BASICS

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| <b><u>EVENT:</u></b>   | <b><u>TIME:</u></b>   | <b><u>WHAT'S NEEDED:</u></b>   | <b><u>AUTHORITY:</u></b>                     |
|--|-----------------------|--|--|
| <b><u>NOTICES</u></b>  |                       |  |  |
| Posting Notice Requirements  | Throughout employment | Notices required in a conspicuous place frequented by employees where the notice can be easily read.   | L§3550 <sup>1</sup> ,<br>T§9881 <sup>2</sup> |
| Notice of Work Comp Rights   | Upon hiring           | Employer to provide notice of workers compensation rights pamphlet.  | L§3551,<br>T§9880                            |
| Notice or knowledge of injury.<br>(Statute of limitations tolled until DWC-1 provided)<br>“Knowledge” from any source equivalent to “notice” | 1 day                 | Provide DWC-1. Provide Notice of Rights pamphlet.<br><br>Any knowledge “sufficient to afford opportunity to investigate facts” is notice of injury and DWC-1 must be provided to employee.                                       | L§5401<br><br>L§5402(a)                      |
| “Injury” defined – Specific Injury   |                       | “One incident or exposure which causes disability or need for medical treatment.”  | L§3208.1                                     |
| “Injury” defined – Cumulative Trauma   |                       | Repetitive mentally or physically traumatic activities extending over a period of time . . . which causes any disability or need for medical treatment.”   | L§3208.1                                     |
| Employer to provide Notice of Rights pamphlet  | 5 days                | If not, statute of limitations may be tolled.  | T§9810                                       |
| Employers First Report of Occupational Injury (Form 5020)  | 5 days                | Employer to file a Report of Occupational Injury (Form 5020) within 5 days of knowledge of injury.   | L§6409.1(a)<br>T§14001                       |
| DATE-OF-INJURY – Specific Injury   |                       | The date upon which the alleged exposure or event resulting in injury occurred.  | L§5411                                       |
| DATE-OF-INJURY – Cumulative Trauma   |                       | The date upon which the employee had knowledge of industrial injury AND disability resulting therefrom.  | L§5412                                       |
| Payment of Benefits  |                       | Payment of benefits IS NOT an admission of liability.  | L§4909                                       |
| Who pays for cumulative trauma injury claims?  |                       | The employer during year preceding the date-of-injury or the last year of injurious exposure, whichever occurs first, is responsible.  | L§5500.5                                     |
| Joinder of a party   |                       | A party shall not be joined until 10 days after service of Petition or Notice of Intention to join.  | T§10382                                      |
| Objection to joinder   |                       | If objection to joinder received, judge must consider objection and allow objecting party the opportunity to be heard.   | T§10382(d)                                   |
| DWC-1 returned by employee   |                       | If not: no penalties payable under L§4650; no Application can be filed; no QME exams can be scheduled.<br><br>If DWC-1 provided by employer and returned by employee: 90 days to accept or deny injury or claim will be presumed | L§5401(d)<br>T§10142<br><br>L§5402(b)        |

<sup>1</sup> Refer to *Labor Code*.

<sup>2</sup> Refer to *Title 8, California Code of Regulations*.

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|  |                     | compensable and presumption cannot be overcome by evidence <i>which could have been obtained</i> in the 90 days.      | <i>Honeywell</i> 70/79 <sup>3</sup> |
| Notice of Medical Provider Network (MPN)     |                     |   | L§4616.3                            |
| - Upon hire                                  |                     |   | T§9767.1<br><i>Knight</i> 71/1423   |
| - Upon injury                                | 1 working day       |   | T§9767.6(b)                         |
| - Effective 2014                             |                     | Every MPN must post a website with the Administrative Director,   | L§4616(a)(4)                        |
|  |                     | Every MPN must post and update quarterly a roster of physicians,  |                                     |
|  |                     | Every MPN must provide an access assistant to help employee find physicians.  | L§4616(a)(5)                        |
|  |                     | MPN conclusively presumed valid if approved by the Administrative Director.   | L§4616(b)(1)                        |
|  |                     | MPN notice problems do not prevent MPN control if lack of notice does not result in a “denial of medical care.”       | L§4616.3(b)                         |
|  |                     | If MPN litigated and defendant prevails, all treatment outside MPN and consequences of treatment are not compensable. | L§4603.2(a)(3)                      |
|  |                     | If MPN litigated and employee prevails, employee may treat outside the MPN “with that physician.”                     | L§4603.2(a)(2)                      |
|  |                     | Medical reporting prepared outside MPN may not be sole basis for disability finding but must be corroborated.         | L§4605                              |
|  |                     | MPN issues may be litigated at Expedited Trial (as well as disputes over medical-legal exams).                        | L§5502(b)                           |
| Pre-designation of physician                 |                     | If employee has access to health care, employee may designate his/her “personal physician”.                           | L§4600(d)<br>T§9780.1               |
|  |                     | “Personal physician” must:  | L§4600(d)(2)(A-C)                   |
|  |                     | 1. Be the employee’s regular physician,   |                                     |
|  |                     | 2. Retain the employee’s records,   |                                     |
|  |                     | 3. Agree to be predesignated physician.   |                                     |
|  |                     | Pre-designated physician may be a medical group.  |                                     |
| Physician referral following pre-designation |                     | Referrals made after pre-designation, other than by pre-designated physician, must be made within employer’s MPN.     | <i>Scudder</i> 76/1035              |

<sup>3</sup> Refer to “volume/page” of the California Compensation Cases.

| <b><u>EVENT:</u></b>   | <b><u>TIME:</u></b>   | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>   |
|--|-----------------------|---|--|
| <b>INJURY IN QUESTION – AOE/COE</b>                              |                       |   |  |
| Delay claim  | 14 days of DOK        | Delay letter.   | T§9812(g)  |
| Investigate claim  | Timely                | Duty to investigate.  | T§10109  |
| Deny claim   | 90 days of DOK        | Denial letter with proof of service.<br>(Certified??)   | T§9812(i)  |
| <i>Deny claim</i>  | <i>75 days of DOK</i> | <i>For presumptive injuries under L§§3212 – 3212.85, Denial must issue</i>  | <i>L§5402(b)(1)</i>  |
| Statute of Limitations   | 1 year                | For denied claims, Application for Adjudication must be filed within one year of return of DWC-1 or benefits may be barred.   | L§5404<br>L§5405<br><i>Turner</i> 61/1344<br><i>Webb</i> 42/302                                |
| Claim Form (DWC-1)/Application amended to include new body parts |                       | No new denial needed.   | <i>Clark</i> 66/269,<br><i>Burmester</i> 62/792,<br><i>Wildermuth</i> 60/666                   |
| Burden of Proof  |                       | Burden of proof lies with party holding the affirmative of an issue. Defendant has burden of proof for affirmative defenses.  | L§5705   |
| Affirmative Defenses   |                       | Intoxication.<br>Intentionally self-inflicted.<br>Initial physical aggressor.<br>Commission of a felony.<br>Voluntary participation in off-duty recreational activity.<br>Post-termination claim.   | L§3600(a)(4)<br>L§3600(a)(5)<br>L§3600(a)(7)<br>L§3600(a)(8)<br>L§3600(a)(9)<br>L§3600(a)(10)  |
| Post-Termination Claim Exceptions                                |                       | Notice of injury prior to termination.<br><br>Evidence of medical treatment prior to termination.<br>Specific injury occurred between notice of termination and termination.<br>Date of CT injury is after notice of termination.                                     | L§3600(a)(10)(A)<br><br>L§3600(a)(10)(B)<br>L§3600(a)(10)(C)<br>L§3600(a)(10)(D)               |
| Psychiatric Affirmative Defenses                                 |                       | Diagnosed pursuant to DSM, 3 <sup>rd</sup> Edition<br>Actual events of employment were predominant as to all causes combined.<br>6 months employment.<br>Post-termination claim.<br>Substantially caused by a lawful, nondiscriminatory, good faith personnel action. | L§3208.3(a)<br>L§3208.3(b)<br><i>Rolda</i> 66/241<br>L§3208.3(d)<br>L§3208.3(e)<br>L§3208.3(h) |
| Psych Post-Term Exceptions                                       |                       | Sudden and extraordinary event  | L§3208.3(e)(1)   |

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|                            |                     | Notice of injury prior to termination.                          | L§3208.3(e)(2)           |
|                            |                     | Evidence of medical treatment prior to termination.             | L§3208.3(e)(3)           |
|                            |                     | Sexual or racial harassment.                                    | L§3208.3(e)(4)           |
|                            |                     | Date of injury (CT or specific) is after notice of termination. | L§3208.3(e)(5)           |
| Psych Permanent Disability |                     | See <b><i>“SLEEP, SEX, PSYCH”</i></b> - below                   |                          |

## **MEDICAL TREATMENT (Disputed Case)**

|  |               |   |   |
|--|---------------|---|---|
| Medical Treatment for DOI's post 4/19/04   |               | Provide up to \$10,000.00 treatment through date of denial.   | L§5402(c)   |
| Medical Treatment/No MPN   | Up to 30 days | Defendant controls treatment for at least 30 days; refer employee to “treating” physician and ask that he address compensability as well. | <i>Ordorica</i> 66/333                                |
| <b>Failure to “provide” treatment may result in loss of medical control</b>  |               |   |   |
| MPN available  |               | \$10,000 treatment (if offered) during delay remains under MPN control.   | T§9767.6(c)<br><i>Kim</i> 79/140                      |
|  |               | Defendant must “offer treatment” by scheduling exam with MPN physician.   | L§4616.3<br>T§9767.6<br>L§4616.3(b)                   |
| Improper MPN notice may result in loss of medical control <b>ONLY</b> if improper notice results in <b>“denial of treatment”</b> |               |   |   |
| Defendant may litigate MPN control even on delayed claims  |               |   | L§5502(b)<br><i>Kim</i> 79/140                        |
| You must advise & “offer” treatment  |               |   | <i>Knight</i> 71/1423                                 |
| Unauthorized/self-procured treatment   | Anytime       | Reports need not comply with T§9785 and billing not limited by Official Medical Fee Schedule.   | <i>Alvarado</i> 66/1362<br><i>Valdez</i> 25 CWCRC 180 |
| Injury later accepted as compensable   | 60 days       | Defendant has 60 days to pay, object or pay and object to prior treatment.  | T§9792.5(e)(1)  |
| If MPN control lost, object to non-MPN physician and request return to MPN   | Anytime       | Objection letter in English and Spanish.  | T§9767.9(f)   |
| Physician may object to MPN claiming any of 4 exceptions   | 20 days       | <u>Exceptions:</u><br>(1) Acute injury<br>(2) Chronic injury<br>(3) Terminal illness<br>(4) Surgery w/i 180 days of request               | T§9767.9(g)   |
| If employee disputes transfer to MPN physician, dispute resolved through QME process   | 20 days       | Object to physician report claiming exception to transfer of care under <i>Labor Code</i> §4062.  | T§9767.9(h)   |
| <b>Once compensable</b> , defendant responsible for retrospective UR and bill review   | 30 days       | Retrospective UR must be completed within 30 days from determination of compensability.   | L§4610(g)(1)  |

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| <i>THINK LIENS!</i>  |                     | Future treatment requests subject to 5 day UR rule.  | <i>(L§4610(i)(1) &amp; (2) after 1/1/2018)</i> |
| <b>Once compensable</b> , providers may seek 2 <sup>nd</sup> billing review and IBR. |                     | Provider has 90 days from date that injury determined to be compensable to request 2 <sup>nd</sup> billing review. | L§4603.2(e)(1),<br>L§4603.6(a)                 |
| <i>THINK LIENS!</i>  |                     |  |  |
| <b>Medical-Legal charges</b> are not defeated by AOE/COE dispute!                    |                     |  | T§10786  |

## **INJURY ADMITTED**

|  |                            |   |                                     |
|--|----------------------------|---|-------------------------------------|
| Temporary Disability (TD)  |                            | Benefit paid to employees during any periods in which they are medically unable to work (certified by physician) and modified work is not available.  | Defined only by case law!!          |
|  |                            | TD is payable if employee cannot participate in modified work for any reason ( <i>other than simple refusal!!</i> ).                                  | <i>Sanchez 56/598</i>               |
| First lost time: OR  | 3 days                     | TD IS NOT paid the first 3 days following disability unless the employee is hospitalized  | L§4652                              |
|  | >14 days                   | The first 3 days of TD ARE paid if the employee is off work more than 14 days.  | L§4652                              |
|  | 14 days after DOK.         | Start TD and send Benefit Notice Letter.  | T§9812(a)(1)                        |
| Delay; OR<br>(follow up Delay)   | same as above<br>(14 days) | TD Delay Benefit Notice Letter.<br>(supplemental delay OR start OR deny).   | T§9812(a)(2)                        |
| Denial   | 14 days                    | TD Denial Benefit Notice Letter   | T§9812(a)(3)(A)                     |
| Increased compensation<br>(penalties)                                  |                            | If any indemnity payment is not timely, the delayed amount shall be increased by 10% <i>and shall be paid without application.</i> (Emphasis added.)  | L§4650(d)                           |
| Injury AOE/COE later accepted<br>OR TD entitlement later<br>determined | 14 days                    | No penalty owed if proper payment made within 14 days of determination of liability.  | L§4650<br><i>Brown/Braun 75/510</i> |
| Temporary Disability Rate  |                            | Paid at 2/3rds employee's "average weekly earnings" pursuant to L§4453 subject to statutory maximum and minimum rates. Rates based on date-of-injury. | L§4653                              |
| Less than Max Wage Earner  | with DWC-1                 | Request wage statement.   | L§4453(c)                           |
| No documentation for TD rate   |                            | Defendant not required to pay TD at maximum rate. Must document basis for rate.   | <i>Espinosa 76/391</i>              |
| Wage Info received   | 10 days*                   | Calculate AWW, send Rate Change Benefit Notice Letter at or before rate change.   | T§9812(c)                           |



| <b><u>EVENT:</u></b>                                       | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>   |
|--|---------------------|---|--|
| <b>TEMPORARY DISABILITY</b>                                |                     |   |  |
| Temporary Disability<br><b>(For DOI's post 4/19/04)</b>    | 104 weeks           | TD payable for up "to 104 weeks within a 2-year period following commencement of temporary disability."   | L§4656(c)(1)<br><i>Hawkins 72/807</i>                                      |
| Temporary Disability<br><b>(For DOI's post 1/1/08)</b>     | 104 weeks           | TD payable for up "to 104 weeks within a 5-year period from the date of injury."  | L§4656(c)(2)   |
| Temporary Disability<br><b>(For DOI's post 1/1/23)</b>     | 240 weeks           | <i>For presumptive injuries under L§§3212.1, TD payable for up "to 240 weeks within a 5-year period from the date of injury."</i>   | L§4656??   |
| Exceptions to "104 week" rule.                             |                     | <ul style="list-style-type: none"> <li>- Hepatitis B,</li> <li>- Hepatitis C,</li> <li>- Amputations,</li> <li>- Severe burns,</li> <li>- HIV,</li> <li>- High velocity eye injuries,</li> <li>- Chemical burns to eyes,</li> <li>- Pulmonary fibrosis, and</li> <li>- Chronic lung disease.</li> </ul> | L§4656(c)(3)   |
| Temporary Disability                                       | 14 days             | If TD terminated pursuant to L§4656(c); then commence payment of permanent disability (PD) payable to "reasonable estimate". ( <i>See Permanent Disability below</i> )  | L§4650(b)  |
| TD following UR denial                                     |                     | TD and PD can be awarded following self-procured treatment denied by UR. Board distinguishes "medical necessity" (UR) from "medically reasonable".  | <i>Go CWCR 45/258</i>  |
| Concurrent Disability                                      |                     | 104-week period runs concurrently for separate injuries if each injury TD at the same time.   | <i>Castaneda 74/315</i><br><i>Aubrey 74/559</i>                            |
| Compensable Consequence injury                             |                     | A second 104-week period of TD NOT payable for "compensable consequence" injury.  | <i>Castillo 74/98</i>  |
| Family Support Order                                       |                     | Up to 25% of TD rate may be ordered paid towards family support (child support)   | <i>CCP</i><br><i>§704/160(d)(3)</i>  |
| Temporary Partial Disability<br>"Wage Loss"                |                     | 104-week limit includes periods of temporary partial disability "wage loss" paid.   | <i>Villalobos CWCR 42/68<sup>4</sup></i>                                   |
| Temporary Partial Disability<br>"Wage Loss"                |                     | Benefit notice letter must issue with every TPD payment explaining basis for payment.   |  |
| Retroactive TD payments<br><b>(For DOI's post 4/19/04)</b> |                     | No credit against 104-week maximum if paid prior to commencement of TD.   | <i>Amerisource/</i><br><i>Bergen 72/1500;</i><br><i>P.G.&amp;E 72/1527</i> |

<sup>4</sup> Refer to "volume/page" of California Workers Compensation Reporter.



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| EDD/State Disability benefits<br><b>(For DOI's post 4/19/04)</b> |                     | No credit against 104-week maximum if paid prior to commencement of TD.   | <i>Amerisource/Bergen</i> 72/1500            |
| EDD/Unemployment benefits<br><b>(For DOI's post 4/19/04)</b>     |                     | No credit against 104-week maximum if paid prior to commencement of TD.   | <i>P.G.&amp;E</i> 72/1527                    |
| EDD/State Disability   |                     | Once liability accepted, defendant to reimburse EDD within 60 days.<br>Applicant's argue failure to reimburse w/i 60 days waives credit against 104-week maximum.   | <i>Unemployment Ins. Code</i> §2629.1        |
| EDD/State Disability<br><b>(For DOI's post 1/1/08)</b>           |                     | Credit against 104-week maximum applied where EDD reimbursed.   | <i>Yousef CalWrk</i> 2011/409 <sup>5</sup>   |
| EDD/State Disability<br><b>(For DOI's post 1/1/08)</b>           |                     | Credit against 104-week maximum DENIED where EDD NOT reimbursed.  | <i>Richter CalWrk</i> 2024/20                |
| <i>Education Code</i> benefits                                   |                     | <i>Ed Code</i> benefits are included in 104-week maximum.   | <i>Mt. Diablo</i> 73/1212                    |
| Industrial Disability Leave (IDL) benefits                       |                     | Industrial Disability Leave (IDL) included in 104-week maximum.   | <i>Salmon</i> 72/1042                        |
| Other states benefits  |                     | TD paid in another state is included in 104-week maximum.   | <i>Harris-Boyd</i> 38 CWCR 120               |
| Injured on Duty (IOD) pay  |                     | IOD pay, paid under city's administrative code, is included in 104-week maximum.  | <i>Norwood</i> 35 CWCR 272                   |
| Safety officer benefits under <i>Labor Code</i> §4850            |                     | L§4850 benefits ARE included in the 104-week maximum.   | <i>Knittel</i> 78/81                         |
| Payment of TD in other state for same injury.                    |                     | Included in 104-week limit.   | <i>Harris-Boyd</i> CWCR 38/120               |
| TD paid two years after DOI                                      | 10 days             | Increase TD rate to "current" maximum (if earnings so warrant) and send Rate Change Benefit Notice Letter.  | L§4661.5                                     |
| TD paid two years after DOI<br>(and for DOI's after 1/1/06)      |                     | Applicant entitled to Cost of Living Adjustment (COLA) rate increase based on State Average Weekly Wage (SAWW) if applicant is a max or min wage earner (ONLY). COLA affects rates, not benefits!!  | L§4453(a)(10)                                |
| Return to work/Not P&S   | 14 days             | End TD Benefit Notice letter with accounting of benefits paid; PD Benefit Notice letter (start or delay).<br><i>(For DOI 1/1/2004 – 12/31/2012)</i> , also send Notice of Regular, Alternative or Modified along with Supplemental Job Displacement Benefits notice letter. | L§4061(a)<br>T§9812(d)                       |
| TD ends (post 1/1/04 DOI)  | 60 days             | If injury caused PD and no RTW, see "Supplemental Job Displacement Benefit Vouchers" below.   | L§4658.5<br><i>For DOI 1/1/04 - 12/31/12</i> |
| Permanent & Stationary/Not RTW                                   | 14 days             | Final TD Benefit Notice <b>with accounting of benefits paid</b> . Consider RTW status <i>(for DOI 1/1/2013 and beyond)</i>  | L§4061(a)<br>T§9812(d)                       |

<sup>5</sup> Refer to "year/page" of Cal. Wrk. Comp. P.D. LEXIS.

| <b><u>EVENT:</u></b>   | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b> |
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|  |                     | send Notice of Regular, Modified or Alternative work), send PD Benefits Notice Letter including panel QME information.                      |                          |
| Interruption of Temporary Disability                                 | 14 days             | Mandatory Notice before discontinuing benefit.  | T§9812(a)(3)             |
| Resume Temporary Disability  | 14 days             | Send TD Resume letter.  | T§9812(b)                |
| Petition to Terminate Temporary Disability (following Order of WCAB) | 10 days             | Rebuttable presumption that TD continues at least 1 week following filing of Petition (remember to send appropriate Benefit Notice Letter). | L§4651.1<br>T§10540      |
| Objection to Petition to Terminate                                   | 14 days             | Must include DOR to Expedited Hearing. Do not discontinue benefits until hearing if DOR filed   | T§10540(c)               |

### **SPECIAL “Temporary Disability” Rules**

|                         |   |              |
|-------------------------|---|--------------|
| For Deposition          | Applicant entitled to “any loss of wages” (not temporary disability!                | L§5710(b)(2) |
| For Medical-Legal exams | Applicant entitled to “one day of temporary disability for each day of wages lost.” | L§4600(e)(1) |

### **PERMANENT & STATIONARY**

|                                |  |         |
|--------------------------------|--|---------|
| Permanent & Stationary defined | Condition is well stabilized and unlikely to change substantially in the next year without medical treatment.                              | T§10152 |
| Permanent Disability (PD)      | Benefit paid to employees who, as a result of injury, suffers a permanent physical or mental impairment; loss of “future earning capacity” | L§4660  |

### **TYPES OF PD RATINGS**

|   |  |                |
|---|--|----------------|
| Formal Rating   | Following trial. Prepared by DEU Rater based on instructions from Judge.   | T§10156        |
| Summary Rating Determination  | Prepared by DEU Rater upon receipt of: <ul style="list-style-type: none"> <li>- “properly prepared request” – Form DWC AD Form 101 (DEU),</li> <li>- Completed Employee’s Disability Questionnaire – DWC AD Form 100 (DEU),</li> <li>- QME report</li> </ul> | T§10160        |
| Consultative Rating Determination   | Prepare by DEU Rater at the request of the Appeals Board – usually prepared at or before a hearing – based on the Rater’s review of the medical report.<br><br>NOT BINDING ON THE PARTIES.   | T§10166        |
| Informal Rating   | Prepared by the DEU Rater at the request of one or both parties.   | T§10167        |
| “ <b>SLEEP, SEX, PSYCH</b> ”<br>PD for “compensable consequence” of physical injury | PD is not payable for compensable consequence of a physical injury for sleep dysfunction, sexual dysfunction or psychiatric disorder.  | L§4660.1(c)(1) |

| <b><u>EVENT:</u></b><br><b>(FOR INJURIES AFTER 1/1/2013)</b>      | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>                   |
|---|---------------------|---|--|
| Permanent Disability Rate   |                     | Paid at 2/3rds employee's "average weekly earnings" pursuant to L§4453 subject to statutory maximum and minimum rates. Rates based on date-of-injury and % of disability. | L§4658                                     |
| ATTORNEY FEES   |                     | If you know applicant is represented, you must withhold at least 15% from PD.   | <i>Rocha</i> 47/377<br><i>Young</i> 64/590 |
| PD unknown, not P&S   | With last TD        | Notice that condition not P&S and defendant will continue to monitor condition.   | T§9812(e)(1)                               |
| No PD indicated by MD   | 14 days of P&S      | No PD Benefit Notice Letter and remedies letter including panel QME information.  | T§9812(e)(3)                               |
| PD (existence of unknown)   | same as above       | PD Delay Benefit Notice Letter including panel QME information.<br><i>Pay to reasonable estimate!</i>   | T§9812(e)(1)                               |
| PD (extent unknown)   | same as above       | Start paying PD to "reasonable estimate" (as documented in file), send PD start Benefit Notice Letter including panel QME information.                                    | L§4650(b)<br>T§9812(e)(2)                  |
| <b><i>No PD Advances payable</i></b> if applicant returns to work |                     | If applicant returns to work with same employer earning 85% of wages OR applicant returns to work with another employer earning 100% of wages, no PD advances payable.    | L§4650(b)(2)                               |
| PD agree  | same as above       | Start PD (retro to RTW) and send appropriate Benefits Notice Letter including panel QME information.  | T§9812(e)(2)                               |
| PD disagree   | same as above       | Start PD (to reasonable estimate) and Benefit Notice and remedies letter including panel QME information.   | L§4650(b)<br>T§9812(e)(2)                  |
| PD (for DOI: 4/19/04 and beyond)                                  | 14 days             | PD Notice (and begin PD) following end of TD after 104 weeks and pay to <b><i>reasonable estimate.</i></b>  | L§4650(b)(1)                               |
| Apportionment   |                     | Apportionment of permanent disability shall be based on causation   | L§4663                                     |
| Apportionment – Prior Award                                       |                     | Conclusive presumption that prior permanent disability exists based on a prior Award.   | L§4664                                     |
| Overpayment of TD   |                     | Unilaterally taking credit against PD for overpayment of TD may result in the assessment of a penalty. Send benefit notice asserting credit and file Petition for Credit. | <i>Roza</i> 14 CWCR 21                     |
| <b><u>DOIs 1/1/05 to 12/31/12</u></b>                             |                     |   |  |
| P&S finding   | 60 days             | Within 60 days of P&S, send Notice of Regular, Alternative or Modified work. If not, increase PD payments by 15% (Does  | L§4658(d)(2)                               |

| <b><u>EVENT:</u></b> | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>   | <b><u>AUTHORITY:</u></b>                  |
|----------------------|---------------------|--|---|
| P&S finding          | 60 days             | not apply to PD below 3%).(See Form 10133.53)<br>If offer of work made, future PD payments reduced by 15% whether offer accepted or not.<br><b><i>“Each disability payment remaining to be paid”</i></b> | L§4658(d)(3)(A)<br><br>L§4658(d)(2) & (3) |
| Thereafter           |                     | If applicant returns to work but applicant is later terminated before all PD paid (except voluntary termination); future PD payments will be increased by 15%.   | L§4658(d)(3)(B)                           |

## **SUPPLEMENTAL JOB DISPLACEMENT BENEFITS**

### **DOIs 1/1/05 to 12/31/12**

|                        |         |  |                       |
|------------------------|---------|--|-----------------------|
| End of TD              | 60 days | If applicant does not RTW within 60 days, applicant eligible for Supplemental Job Displacement Benefits (SJDB) based on level of PD. | L§4658.5(b)           |
| End of TD              | 10 days | Issue notice to applicant re rights to SJDB via Certified Mail.  | L§4658.5(c)           |
| End of TD              | 30 days | Employer not liable for SJDB if RTW offer made within 30 days. (See Form 10133.53)   | L§4658.6(a)           |
|                        |         | SJDB rates:<br>PD < 15%      \$4,000.00<br>15% to 25%    \$6,000.00<br>26% to 49%    \$8,000.00<br>50% to 99%    \$10,000.00         | L§4658.5(b)(1) to (4) |
|                        |         | Injuries while using voucher are not compensable.  | L4658.5(e)            |
| Statute of Limitations |         | Voucher issued on or after 1/1/2013 must be used within 2 years of issuance or 5 years from the date of injury, whichever is later.  | L§4658.5(d)           |

## **SUPPLEMENTAL JOB DISPLACEMENT BENEFITS**

### **FOR INJURIES AFTER 1/1/13**

|                                  |  |   |             |
|----------------------------------|--|---|-------------|
| P&S Finding                      |  | For injuries on or after 1/1/13, <b><i>no 15% increase or decrease</i></b> with offer of work.  | L§4658(e)   |
| Employee ENTITLED to voucher if: |  | <ul style="list-style-type: none"> <li>- Permanent &amp; Stationary from all conditions alleged as injured;</li> <li>- Injury has caused some permanent partial disability;</li> <li>- Employee has not returned to regular, modified or alternative work with employer;</li> </ul> | L§4658.7(b) |

| <b><u>EVENT:</u></b>                              | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>                 |
|---|---------------------|---|--|
|   |                     | - Physician has completed Form DWC-AD 10133.36 "Physician's Return-to-Work & Voucher Report".           |  |
| For injuries with <i>any</i> permanent disability | 60 days             | Following P&S, employer has 60 days to offer regular, modified or alternative work.                     | L§4658.7(b)(1)                           |
|   | 20 days             | If work is not offered, applicant entitled to \$6,000 "voucher"   | L§4658.7(c), (d)                         |
|   |                     | Once "voucher" issues, employee must ask for benefits.  |  |
|   |                     | - Applicant gets \$500 just for asking (to be deducted from \$6,000)                                    | L§4658.7(e)(6)                           |
|   |                     | - Applicant gets \$1,000 "for computer" (to be deducted from \$6,000)                                   | L§4658.7(e)(5)                           |
|   |                     | <b>Voucher cannot be settled.</b>   | L§4658.7(g)                              |
|   |                     | Voucher <i>MAY BE</i> settled if genuine, good-faith issue exists as to injury AOE/COE.                 | Beltran 81/1224                          |
|   |                     | Injuries while using voucher are not compensable.   | L§4658.5(e)<br>For DOI 1/1/04 - 12/31/12 |
|   |                     |   | L§4658.7(i)<br>For DOI after 1/1/13      |
| Statute of Limitations                            |                     | Voucher must be used within 2 years of issuance or 5 years from the date of injury, whichever is later. | L§4658.5(d)<br>For DOI 1/1/04 - 12/31/12 |
|   |                     |   | L§4658.7(f)<br>For DOI after 1/1/13      |

## **MEDICAL TREATMENT (Admitted injury)**

|   |               |  |                  |
|---|---------------|--|------------------|
| Applicant wants treatment                             | 30 days       | (1) Defendant controls treatment . . . with many exceptions.   | L§4600           |
|   |               | (2) Employer must notify applicant of right to choose his own MD after 30 days.                              | T§9782           |
| Applicant requests change of MD within first 30 days  | within 5 days | Defendant must provide alternate physician.  | L§4601<br>T§9782 |
| Treating doctor's obligation to serve medical reports |               | Treating doctor is only obligated to serve one copy of report on claims administrator or designated agent.   | T§9785(c)        |
| Health Care Organization (HCO)                        |               | Provides 90 days medical control for employees who <b>do not</b> have non-occupational health care coverage. | L§4600.3(c)(1)   |
|   |               | Provides 180 days medical control for employees who have non-occupational health care coverage.              | L§4600(c)(2)     |

| <b><u>EVENT:</u></b>                                       | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>   | <b><u>AUTHORITY:</u></b>              |
|--|---------------------|--|---------------------------------------|
| HCO obligations  |                     |  | T§9779.3                              |
| Medical Provider Networks (MPN)<br>(For DOI's post 1/1/05) | Lifetime            | Provides for lifetime medical control subject to 2 <sup>nd</sup> and 3 <sup>rd</sup> opinions and "Independent Medical Review"   | L§4600,<br>L§4616.3(c)<br>L§4616.4(b) |
| Reporting Duties for Treating Physicians                   |                     | Doctor's First Report – Form 5021;<br>Reporting every 45 days;<br>And much, much more . . .  | T§9785                                |
| Contents of Physician's reports as evidence                |                     | Medical reports should include: <ul style="list-style-type: none"> <li>- Date of exam,</li> <li>- History of injury,</li> <li>- Patient complaints,</li> <li>- List of all information received and relied upon,</li> <li>- Patients medical history,</li> <li>- Findings on exam,</li> <li>- A diagnosis,</li> <li>- Nature and extent of disability,</li> <li>- Cause of disability,</li> <li>- Treatment indicated,</li> <li>- Permanent &amp; Stationary status</li> <li>- Opinion RE: permanent disability,</li> <li>- Apportionment,</li> <li>- Reasons for opinion, and</li> <li>- Signature of physician.</li> </ul> | T§10682                               |
| Contents of Vocational Experts Report                      |                     | Medical reports should include: <ul style="list-style-type: none"> <li>- Penalty of Perjury Statement,</li> <li>- Qualifications of expert,</li> <li>- Names and qualifications of all persons who participated in exam,</li> <li>- Date of exam, interview and tests,</li> <li>- History of injury,</li> <li>- Vocational history,</li> <li>- Patient complaints,</li> <li>- List of all information received and relied upon,</li> <li>- Patients' medical history,</li> <li>- Findings and opinion on exam,</li> <li>- Reason for opinion, and</li> <li>- Signature of expert.</li> </ul>                                 | T§10685                               |
| Request for medical mileage reimbursement                  | 14 days             | Pay, object or pay reasonable amount and object to balance.  | T§10111.1(a)(4)                       |



| <b><u>EVENT:</u></b>   | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>                           |
|--|---------------------|---|--|
| Request for payment of medical treatment charges.<br>Effective 1/1/2017      |                     | Provider billing must be submitted within 12 months of date of service or be barred!!   | L§4603.2(b)(1)(B)                                  |
| Request for payment of medical treatment charges                             | 30/45/60 days       | Pay, object or pay reasonable amount and object to balance for each separate bill. Provide Explanation of Review (EOR) to medical provider.   | L§4603.2(b)(2),<br>T§9792.5(b),<br>T§9794(b)       |
|  | 30 days             | Disputes regarding “reasonable charges” subject to Independent Bill Review (IBR) process. (Post 7/1/2013)   | L§4603.6   |
| Chiropractic, Physical Therapy or Occupational Therapy<br>(For DOI’s 1/1/04) | 24 visits           | The <i>Labor Code</i> limits these modes of treatment to 24 visits “per industrial injury”<br><br>Chiropractor cannot be PTP once 24 visit cap exhausted.   | L§4604.5(c)(1)<br><br>T§9785(a)(1)<br>L§4600(c)    |
| “Threshold issues” in dispute  | 90 days             | If threshold issue raised in EOR, provider has 90 days after threshold dispute resolved to request 2 <sup>nd</sup> review (prerequisite to IBR).  | T§9792.5.5   |
| Failure to pay for medical treatment   |                     | Failure to pay results in the assessment of a 15% penalty plus 15% interest (interest at the same rate as judgments in civil actions retroactive to the date of receipt of the itemization.   | L§4603.2(b)(2)                                     |
| Injuries traveling to treatment  |                     | Injuries while traveling to treatment, including pharmacies, ARE compensable.   | <i>Dawson</i><br>2015L745 <sup>6</sup>             |
| Refusal of treatment   |                     | No compensation payable when death or disability caused by unreasonable refusal of medical treatment.   | L§4056   |
| Medical-Legal defined  |                     | Any cost or expense incurred to prove or disprove a contested claim.  | L§§4620,<br>T§9793                                 |
| Requirements of a Medical-Legal report                                       |                     | <ul style="list-style-type: none"> <li>- Names and qualifications of all persons participating in exam,</li> <li>- Date and location where exam performed,</li> <li>- Statement that physician signing report actually conducted exam,</li> <li>- Declaration under penalty of perjury by signing physician.</li> </ul> | L§§4628,<br>T§9794                                 |
| Request for payment of <b>Medical-Legal charges</b>                          | 60 days             | Pay, object or pay reasonable amount and object to balance. Provide Explanation of Review (EOR) to medical provider.<br><br><i>Failure to object may <b>WAIVE</b> all objections.</i>   | L§§4622, 4625,<br>T§9794,<br>T§10111.1,<br>T§10786 |

<sup>6</sup> Refer to California Workers Compensation Cases (CWCR)



| <b><u>EVENT:</u></b>                      | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>                            |
|---|---------------------|---|---|
| Medical-Legal diagnostic tests            |                     | The <i>Labor Code</i> says medical-legal diagnostic tests "SHALL" be billed in accordance with official medical fee schedule (OMFS).  | L§4626,<br>T§9794                                   |
|   |                     | Disputes regarding "reasonableness of medical-legal charges" are subject to Independent Bill Review (IBR) process. (Post 7/1/2013)  | L§4622  |
| "Threshold issue" in dispute              | 90 days             | If threshold issue raised in EOR, provider has 90 days to object to threshold issue.  | T§9792.5-5,<br>T§10786                              |
|   | 60 days             | If provider timely objects, defendant has 60 days to file petition for determination of Medical-Legal dispute AND DOR.  | T§10786(a)  |
|   |                     | Defendant's Failure to file timely Petition allows Provider to file Petition and request costs, sanctions and attorney fees.  | T§10786   |
| Failure to pay for medical-legal charges  | 60 days             | Failure to pay results in the assessment of a 10% penalty plus 7% interest.   | L§4622  |
| Injuries traveling to medical-legal exams |                     | Injuries while traveling to medical-legal exams are not compensable as arising out of the litigation process.   | <i>Evans</i> 42 CWC<br>69<br><i>Rodriguez</i> 59/14 |
| <b>Independent Bill Review</b>            | 90 days             | Medical provider must object to EOR   | L§4603.2(e)(1)                                      |
|   | 14 days             | Following objection, claims administrator must request "second review"  | L§4603.2(e)(2)&(3)                                  |
|   | 21 days             | Payment must issue within 21 days following second review.  |   |
|   | 30 days             | Medical provider requests Independent Bill Review (IBR). Medical provider pays for IBR.   | L§139.5,<br>L§4603.6(a) & (c)                       |
|   |                     | If IBR recommends ANY further payment, claims administrator reimburses IBR costs.   | L§4603.6(c)   |
| <b>Lien – Statute of Limitations</b>      | 12 months           | (Effective 1/1/2017) Provider must submit bill within 12 months of service.   | L§4603.2(b)(1)(B)                                   |
|   | 18 months           | For services on or after 7/1/13, medical provider must file lien within 18 months.  | L§4903.5(a)   |
|   | 36 months           | After 7/1/13, medical provider must file lien within 3 years for any services rendered before 7/1/13.   | L§4903.5(a)   |
| <b>UTILIZATION REVIEW (UR)</b>            |                     | UR can only determine "medical necessity," not injury.  | <i>Simmons</i> 70/866                               |
| <b>Effective 1/1/2018</b>                 |                     |   |   |
| UR limited for first 30 days              |                     | With exceptions (noted in L§4610(b)), for admitted injuries where the employee treats with the predesignated physician or employer designated physician, no prospective UR. Treatment must be authorized. | L§4610  |

| <b><u>EVENT:</u></b>                            | <b><u>TIME:</u></b>  | <b><u>WHAT’S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>                        |
|---|--|---|---|
|   |  | Untimely UR decision vests jurisdiction over treatment issue with WCAB.   | <i>Dubon II</i> 79/1298                         |
|   |  | Requests for treatment must be submitted on “Request for Authorization for Medical Treatment” (RFA).  | T§§9785(g), 9792.9.1                            |
|   | <b>5 days</b> from receipt of all info needed for decision, not to exceed <b>14 days</b> | All requests for treatment shall either be approved OR submitted to UR. Decisions shall be made in a timely fashion that is appropriate for the nature of the employee’s condition.   | L§4610(g)(1), T§9792.9.1(d)<br><i>Sandhagen</i> |
|   |  | The claims administrator may negotiate the treatment request with the physician.  |   |
|   | 5 days   | The claims administrator may reject the RFA as not being properly completed; they must then return the RFA to the provider marked “not complete.”   | T§9792.6.1(t)<br><br>T§9792.9.1(c)(2)(A)        |
|   | 5 days   | The claims administrator may defer the request pending resolution of a threshold issue.   | T§9792.9.1(b)                                   |
|   |  | The claims administrator shall notify the parties of the deferral within 5 days.  | T§9792.9.1(b)(1)                                |
|   |  | Defendant need not conduct UR on denied claims or denied body parts. ( <i>But defendant should request UR once threshold issue resolved.</i> ) ( <i>See below</i> )   | L§4610(g)(7)                                    |
|   | 5 days   | The claims administrator may object to the RFA as not issuing from an MPN physician and request Expedited Trial.  | L§5502(b)                                       |
|   |  | If certified by UR and defendant has no other legal dispute, defendant must provide treatment (UR is employers ONLY remedy for treatment disputes).   |   |
|   |  | If denied by UR, the employee may file for Independent Medical Review (IMR) ( <i>See below</i> )  | L§4062(b)                                       |
|   |  | Employee may challenge UR as not being valid through Expedited Trial; if successful in showing UR invalid, employee must still demonstrate treatment appropriate.   | <i>Dubon</i>                                    |
|   |  | If UR not challenged or challenge unsuccessful, UR decision remains effective for 12 months (RE: same recommendation from same physician without material change of facts).   | L§4610(g)(6)<br>T§9792.9.1(h)                   |
| “Imminent and serious” threat to life or health | 72 hours   | If the physician indicates that treatment is needed for an “imminent and serious” threat to life or health, UR must be completed within 72 hours. Check PR-2/RFA for checked box indicating “imminent and serious condition.” | L§4610(i)(3)                                    |

| <b><u>EVENT:</u></b>   | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>   | <b><u>AUTHORITY:</u></b>                                       |
|--|---------------------|--|--|
| Prospective or concurrent treatment                                    | 24 hours            | If IMR requested for UR denial regarding “imminent and serious” threat to health, defendant must send all documents to IMRO within 24 hours.   | L§4610.5(n)  |
|  | 5 days              | “not to exceed five working days from receipt of the information reasonably necessary to make the determination”   | L§4610(i)(1),<br>T§9792.9(c)(1)                                |
|  | 14 days             | “but in no event more than 14 days from the date of the” demand.   | L§4610(i)(1),<br>T§9792.9(c)(2)                                |
|  | 24 hours            | If approved, communicate authorization to physician and employee.  | T§9792.9(c)(3)   |
|  | 2 days              | Provide written notice to provider, employee and attorney.   |  |
|  | 30 days             | If request denied: employee has 30 days from service of UR to request IMR.<br><br>When objecting to treatment under L§4062, defendant <i>MAY NOT</i> request panel QME if UR recommends treatment. | L§4610.5(e) & (h)(1)(A) & (h)(2)<br><i>Sandhagen 73/981</i>    |
| Retrospective Review   | 30 days             | Retrospective UR must be completed within 30 days from determination of compensability.<br><br>Future treatment requests subject to 5 day UR rule.   | L§4610(g)(1)<br><i>(L§4610(i)(1) &amp; (2) after 1/1/2018)</i> |
| UR remains VALID   | 12 months           | Absent a change in facts, UR decisions remain valid for 12 months.   | L§4610(k)  |
| <b>Independent Medical Review</b>                                      |                     |  |  |
| Medical necessity disputes resolved through Independent Medical Review |                     | Effective 1/1/13 for DOI on or after 1/1/13  | L§4062(b),   |
|  |                     | Effective 7/1/13 for all DOI.  | L§4610.5,<br>L§4610.6  |
|  |                     | With UR delay, denial or modification, defendant must send fully completed request for IMR.  | L§4610.5(f)  |
|  | 30 days             | Applicant must file request within 30 days or waive medical dispute.   | L§4610.5(h)(1)   |
|  | 10 days             | Claims administrator must provide required documents to reviewing organization within 10 days of notice of assignment of IMR.  | L§4610.5(l)(1)   |
| Untimely IMR report  |                     | No jurisdiction to WCAB!!  | <i>Margaris 81/561</i>   |

## QME PROCEDURE

|  |   |                     |
|--|---|---------------------|
| NO AME Exam permitted for <b>UNREPRESENTED</b> Employees | Advise applicant of medical dispute as to compensability and provide <b>Panel QME</b> request form. | L§4060,<br>L§4062.1 |
|--|---|---------------------|

| <b><u>EVENT:</u></b>   | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>         |
|--|---------------------|---|----------------------------------|
|  |                     | For <b>UNREPRESENTED</b> employees, the QME procedure are the same regardless of date of injury.  | L§4062.1                         |
|  |                     | For <b>REPRESENTED</b> employees, the QME procedures are dictated by the date of injury.  | L§4062.2(a)                      |
| COMPENSABILITY disputes<br><b>DEFENDANT CAN REQUEST<br/>PANEL QME AFTER DENIAL</b> |                     |   | L§4060<br><i>Mendoza 75/634</i>  |
| PERMANENT DISABILITY<br>disputes   |                     |   | L§4061                           |
| ALL OTHER medical disputes<br>(except “medical necessity”)                         |                     |   | L§4062                           |
| DWC 1 Form   |                     | Employee cannot request medical-legal (QME) unless DWC 1 filed with defendant.  | L§5401(d)<br>T§10142             |
| <b>UNREPRESENTED</b> Employees<br>(Applies to all DOI's)                           |                     | Advise employee of medical dispute and provide panel QME form with request that employee complete form and send to Administrative Director.   | L§4062.1(b)                      |
|  |                     | Defendant cannot agree to AME with unrepresented worker.  | L§4062.1(a)                      |
| After notifying employee of<br>medical dispute                                     | 10 days             | If employer not notified in writing that panel QME request form submitted, employer may submit form (and designate specialty).  | L§4062.1(b) & (c)                |
|  |                     | If panel does not issue within 20 working days, “pro per” applicant may select any QME within geographic area.  | L§139.2(h)(1)                    |
|  |                     | Parties may only seek supplemental report to correct “factual errors” in “pro per” cases within 30 days of report.  | L§4061(d)(1)                     |
| Upon receipt of QME Panel  | 10 days             | If employer not notified that employee has selected physician and scheduled exam within 10 days of receipt of panel, then employer may select physician (from panel) and schedule exam. | L§4062.1(c)                      |
| Upon receipt of QME Panel  |                     | <b>Neither claims administrator nor employer may discuss selection of panel QME with unrepresented employee.</b>  | T§31.3(b)                        |
| <b>REPRESENTED</b> Employees   |                     |   |                                  |
| For DOI's prior to 4/19/04   |                     | Use “old” QME procedures (although some argue that the old process was repealed).   | <i>Simi 70/217</i>               |
| For DOI's 4/19/04-12/31/04   |                     |   |                                  |
| For DOI's on or after 1/1/05   | 20 days             | Either party may initiate process by written objection naming treating physician and nature of objection.   | L§4062(a)<br>L§4062.2<br>T§30(b) |

| <b><u>EVENT:</u></b>               | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>   | <b><u>AUTHORITY:</u></b>                         |
|------------------------------------|---------------------|--|--|
|                                    | 16 days             | If no agreement, either party may request panel QME. Parties submitting request form designates specialty.   | L§4062.2(b)<br><i>Messele 76/956</i>             |
| Upon receipt of QME Panel          | 10 days             | Parties have 10 days to strike a physician from panel.   | L§4062.2(c)                                      |
|                                    | 10 days             | Represented employee responsible for scheduling PQME exam with any remaining physician. If employer not notified of appointment within 10 days, employer may schedule PQME exam.   | L§4062.2(d)                                      |
|                                    | 60 days             | Exam must be scheduled within 60 days of attempt to schedule if applicant entitled to replacement PQME. Party with legal right to schedule exam may waive replacement QME and schedule exam more than 60 days but no more than 90 days.<br>(Unrepresented employees??) | T§31.3(e)  |
|                                    | 30 days             | PQME report must issue within 30 days of exam OR PQME must request extension (up to 30 days) to complete report. Extension must be based on “good cause”.  | L§139.2(j)(1)(A)<br>T§38                         |
| Requirements for Replacement Panel |                     | 16 statutory reasons for requesting a replacement panel, or “good cause”.  | T§31.5   |
| Objection to late QME report       | Timely              | Objection to late initial QME report must be made before report received.<br><br>No obligation to pay for late issued PQME exam/report.  | <i>Flores 40 CWCR 219</i><br>L§4062.5<br>T§38(b) |

### **DEATH BENEFITS/Dependents**

|                        |  |   |           |
|------------------------|--|---|-----------|
| Minors                 |  | A child under the age of 18 or a child of any age found by the trier of fact . . . to be physically or mentally incapacitated from earning shall be CONCLUSIVELY PRESUMED a total dependent of:<br><br><ul style="list-style-type: none"> <li>- Deceased parent with whom child was living, or</li> <li>- Deceased parent who is legally liable for support.</li> </ul> | L§3501(a) |
| Minors – Under 18      |  | Notwithstanding maximum limits under §4702, minor children continue to receive death benefit until the youngest child attains 18 years of age.  | L§4703.5  |
| Minors - Incapacitated |  | Physically or mentally incapacitated children defined above receive death benefits for life.  | L§4703.5  |
| Spouse                 |  | CONCLUSIVELY PRESUMED total dependent if married and earned less than \$30,000 in 12 months immediately preceding death.  | L§3501(b) |



| <b><u>EVENT:</u></b>                 | <b><u>TIME:</u></b>              | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>       |
|--------------------------------------|----------------------------------|---|--------------------------------|
| "Employee" – defined                 |                                  | "Every person in service of an employer under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed."                                   | L§3351                         |
| Employees - Excluded                 |                                  |   | L§3352                         |
| "Employment Contract"                |                                  | A contract by which one, who is called the employer, engages another, who is called the employee, <i>to do something for the benefit of the employer or a third person.</i> " (Emphasis added.)                       | L§2750                         |
| Rebuttable presumption of employment |                                  | Any person hired to perform services for which a license is required but the person does not have the required license. (Includes factors for proof of independent contractor status.)                                | L§2750.5                       |
| Independent Contractor - defined     |                                  |   | L§3353                         |
| Proper identification of parties     |                                  | A party or representative must provide a party's full legal name on all pleadings.  | T§10390(a)<br>Coldiron 67/1466 |
| Costs of compensation to employee.   |                                  | No contribution from employee for costs of compensation.<br><br>Medical provider SHALL NOT collect money from injured employee (if Claim Form has been filed).  | L§3751                         |
| Employer Rights                      |                                  |   | L§3761                         |
| Employer Right to Information        |                                  |   | L§3762                         |
| <b>HEARINGS at the WCAB</b>          |                                  |   |                                |
| Consolidation of cases               |                                  | Consolidation based on discretion of judge and may be granted on the Board's motion or by Petition of a party.<br><br>Once consolidated, all evidence in one case shall be deemed admitted in all consolidated cases. | T§10396                        |
| Declaration of Readiness to Proceed  |                                  | Must include statement under penalty of perjury specifying efforts to resolve disputed issue.   | T§10742                        |
| Objection to DOR                     | within 10 days of service of DOR | If no objection issues, party waives any and all objections   | T§10744                        |
| Priority Conference                  |                                  | Employment and AOE/COE issues only!! (Represented applicants only.)   | L§5502(c)<br>T§10785           |
| Expedited Hearing                    |                                  | Limited issues:<br>- Temporary Disability<br>- Medical Treatment<br>- MPN disputes  | L§5502(b)                      |



| <b><u>EVENT:</u></b>  | <b><u>TIME:</u></b>  | <b><u>WHAT'S NEEDED:</u></b>   | <b><u>AUTHORITY:</u></b> |
|---|----------------------|--|--------------------------|
|   |                      | <ul style="list-style-type: none"> <li>- Medical-legal exam disputes</li> <li>- Disputes regarding who pays benefits among liable parties.</li> </ul>  |                          |
| Expedited Hearing #2  |                      | WCJ may re-designate an expedited hearing as a MSC.  | T§10782                  |
| Mandatory Settlement (or Lien) Conference (MSC)   |                      | All issues. Discovery closes. Pre-Trial Conference Statement prepared. Case can be set for trial.<br><br>Defendant must have a computer printout available at MSC  | L§5502(c)<br>T§10759(b)  |
| Filing Exhibits   | 20 days before trial | Exhibits must be filed 20 days before trial unless otherwise ordered by WCAB.  |                          |
| Status Conference   |                      | A proceeding to determine if genuine issues exist, to assist parties resolving the dispute, to narrow issues and prepare for trial.  | T§10305(s)               |
| Status Conference #2  |                      | WCJ may designate any appearance, other than a trial, as a Status Conference.  | T§10758                  |
| Evidence allowed at hearings  |                      | In addition to testimony . . .   | L§5703                   |
| Appeals Board not bound by the <i>Evidence Code</i> or <i>Code of Civil Procedure</i> . |                      |  | L§5708                   |
| NOMINAL DISABILITY INDEMNITY  |                      | Where injury admitted and “it appears that disability is likely to result at a future time” but no disability is now indicated, the appeals board may award “nominal indemnity.”   | L§5802                   |
| Costs and Interpreters  |                      | Party producing a witness is required to arrange for an interpreter, if needed.<br><br>Services include: <ul style="list-style-type: none"> <li>- Hearings</li> <li>- Depositions</li> <li>- Medical Appointments</li> </ul> | L§5811                   |
| Interpreter Fees  |                      |  | T§9795.1                 |
| Sanctions – Bad Faith   |                      | Bad-faith actions or tactics that are frivolous or solely intended to cause unnecessary delay.   | L§5813<br>T§10421        |
| Unreasonable Delay  |                      | Up to 25% increase in compensation unreasonably delayed or refused.  | L§5814                   |
| Attorney Fee – Delayed Compensation   |                      | Attorney fees (at time and expense) may be awarded for enforcement of Award.   |                          |

## **LITIGATION PROCEDURE**

### **EAMS**

|                    |         |                                    |         |
|--------------------|---------|------------------------------------|---------|
| Filing Application | Anytime | Establishes venue and WCAB number. | T§10450 |
|--------------------|---------|------------------------------------|---------|

| <b><u>EVENT:</u></b>                                   | <b><u>TIME:</u></b>       | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b>           |
|--|---------------------------|---|------------------------------------|
|  |                           |   | T§10455                            |
| File a separate Application for each injury allegation |                           |   | T§10455(a)                         |
| Answers  | 10/90 days                | Answer shall be filed no later than 10 days after DOR or 90 days after filing of Application.<br><br>Evidence toward issues or affirmative defenses NOT list on Answer may be denied by WCAB. | T§10465                            |
| File 4906(g) with Application                          |                           | Employee, insurer, employer and attorneys for all parties must sign.  | T§10470                            |
| Object to venue  | 30 days                   | File objection within 30 days of notice of filing of Application/venue.   | T§10488                            |
| Service of documents – generally                       |                           | Served on all parties and lien claimants – except medical report (do not file with non-physician lien claimants.)   | T§10635<br>T§10637                 |
| All Petitions and Answers                              | Effective<br>10/19/13     | All Petitions and Answers must be verified.   | T§10510                            |
| Petition to Dismiss Inactive Cases                     | 1 year                    | A party may petition to dismiss a case if no activity for 1 year after filing of Application or OTOC.   | T§10550                            |
| Petition for Credit                                    |                           | No credit may be granted except upon Petition and Order of the Appeals Board.   | T§10555                            |
| Petition for Costs                                     |                           | To seek payment of an expense not covered as a lien or medical-legal cost.  | T§10545                            |
| Emergency Petition for Stay                            |                           | Rules for requesting to stay an action.   | T§10530                            |
| Applicant requests printout of benefits paid           | within 20 days of request | Must serve computer printout of benefits paid upon request by applicant. (Only one request every 120 days unless change in indemnity payments).   | T§10635(b)                         |
| Applicant demands service of medical reports           | within 10 days of receipt | After filing of Application, all medical reports must be served on all parties and physician lien claimants.  | T§10635                            |
| A party has a continuing duty to serve medical reports | 10 days or receipt        |   | T§10635(c)                         |
| Willful failure to serve medical report                |                           | Report given adverse inference.   | T§10670                            |
| MSC scheduled  | at MSC                    | (1) All evidence must be served no later than MSC (Otherwise may be excluded from evidence).  | L§5502(d)(3)<br>T§10670<br>T§10635 |
|  | at MSC                    | (2) Provide computer printout of benefits paid (possible sanctions for failure to provide printout).  | T§10635                            |

| <b><u>EVENT:</u></b>                        | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>  | <b><u>AUTHORITY:</u></b> |
|---|---------------------|---|--------------------------|
| Post-Stip/F&A demand for indemnity benefits | within 5 years      | Has a Petition to Reopen been filed?? If not, object to all benefits not included in Award.                   | L§5410                   |
| Post-Stip demand for medical treatment      |                     | See Utilization Review.   |                          |
| “Mailbox rule” in workers’ comp             |                     | 5 days by mail (in California)<br>10 days (outside California)<br>20 days (outside United States)             | T§10605                  |
| Service of documents                        | Throughout claim    | Service is by mail unless or fax/email is authorized by agreement of the parties.                             | T§10625                  |
| Designated Service                          | 10 days             | When the WCAB designated service, service must be made within 10 days and service must include the applicant. | T§10629                  |

## **METHODS OF RESOLUTION:**

|  |         |   |                                       |
|--|---------|---|---------------------------------------|
| Compromise & Release                       |         | In general, full & final settlement of all issues. Paid in lump sum. No future medical care.  | L§5000 et. seq.<br>T§10500<br>T§10700 |
| Stipulations with Request for Award        |         | Agreement to permanent disability (and other issues). Paid weekly until full PD paid. Lifetime future medical for injured parts of body.  |                                       |
| Findings & Award                           |         | After TRIAL, judge determines permanent disability and all other issues. Permanent disability benefits paid over time. Lifetime future medical for injured parts of body.   | L§5800 et. seq.                       |
| Nominal Award of Permanent Disability (PD) |         | Appeals board may award nominal PD even if no PD is indicated now if disability “is likely to result at a future time.”   | L§5802                                |
| Findings & Order (Take Nothing!)           |         | After TRIAL, judge determines that no injury occurred or no benefits are payable.   |                                       |
| <b>PETITION FOR REMOVAL</b>                | 20 days | Verified Petition must be filed within 20 days of interim (non-final) order and must demonstrate: <ul style="list-style-type: none"> <li>- Significant Prejudice</li> <li>- Irreparable harm</li> <li>- Cannot be remedied through Petition for Reconsideration.</li> </ul> | T§10955                               |
| Petition for Removal                       |         | DOES NOT STAY PROCEEDINGS   | T§10955(e)                            |
| Answer to Petition for Removal             | 10 days | Verified Answer   | T§10955(c)                            |
| <b>PETITION FOR RECONSIDERATION</b>        | 20 days | Verified Petition must be filed within 20 days of final order demonstrating : <ul style="list-style-type: none"> <li>- Judge acted in excess of its power</li> <li>- Order procured by fraud</li> <li>- Evidence does not justify findings of fact</li> </ul>               | L§5900 et. seq.                       |

| <b><u>EVENT:</u></b>                     | <b><u>TIME:</u></b>                | <b><u>WHAT'S NEEDED:</u></b>   | <b><u>AUTHORITY:</u></b>                         |
|--|------------------------------------|--|--|
|  |                                    | <ul style="list-style-type: none"> <li>- New evidence available which could not have been produced with reasonable diligence</li> <li>- Findings of fact do not support order.</li> </ul>  |  |
| Exhibits to Petition for Reconsideration |                                    | NO EXHIBITS ATTACHED TO PETITION FOR RECONSIDERATION.  | T§10945(c)                                       |
| Answer to Petition for Reconsideration   | 10 days                            | Verified Answer.   | L§5905   |
| Reconsideration Denied                   | 60 days                            | A petition for Reconsideration is deemed DENIED if not acted upon with 60 days.  | L§5909   |
| PETITION FOR WRIT OF REVIEW              | 45 days – no extension for mailing | Petition for Writ of Review must be filed with the Court of Appeal no more than 45 days after issuance of the Decision/Denial of Reconsideration.  | L§5950   |
| Petition for Writ of Review              |                                    | No automatic stay occurs with the filing of the Petition.  | L§5956   |
| PETITION FOR REVIEW (Supreme Court)      | 10/40 days                         | Petition with the Supreme Court must be filed <ul style="list-style-type: none"> <li>- within 10 days of a summary denial;</li> <li>- within 40 days of a full written opinion.</li> </ul> | Rules of Court §8.500(e)(1)<br><br>See §8.490(b) |
|  |                                    | Time not extended if final day “falls on a day on which the [court] is closed.”  | §8.500(e)(1)                                     |
| Answer                                   | 10 days                            | Answer must be served and filed within 10 days.  | §8.500(e)(4)                                     |

## **STATUTE OF LIMITATIONS**

|  |            |   |                  |
|--|------------|---|------------------|
| To “commence proceedings”                                  | 1 year     | Proceeding may be commenced within one year of: <ol style="list-style-type: none"> <li>(1) The date of injury,</li> <li>(2) Payment of indemnity benefits,</li> <li>(3) Providing medical treatment.</li> </ol> | L§5405           |
| Continuing jurisdiction                                    | Continuing | The Appeals Board has continuing jurisdiction over all awards and orders and may “enforce” awards indefinitely!!  | L§5803           |
| To reopen (“good cause”) or for “new and further benefits” | 5 years    | Employee has five years from date of injury to reopen claim (post-award) for “good-cause” or to claim new and further benefits.   | L§5410<br>L§5804 |
| Discrimination claims under <i>Labor Code</i> §132a        | 1 year     | Claim must be filed within 1 year from discriminatory act.  | L§132a(4)        |
| Serious and Willful Misconduct of Employer claim           | 1 year     | Claim must be filed within 1 year from misconduct.  | L§5407           |

| <b><u>EVENT:</u></b> | <b><u>TIME:</u></b> | <b><u>WHAT'S NEEDED:</u></b>                                     | <b><u>AUTHORITY:</u></b> |
|----------------------|---------------------|--|--------------------------|
| <b>CONTRIBUTION</b>  | 1 year              | Petition must be filed within 1 year of "award of compensation." | L§5500.5(e)              |
| <b>SUBROGATION</b>   | 2 years             | Complaint must be filed within 2 years of injury or accident.    | CCP§335.1                |

### **General Guidelines:**

1. Any time you start, stop, change or resume any benefit (Temporary Disability, Wage Loss, Wage Continuation, Permanent Disability or Death Benefits), you **MUST** send a state mandated Benefit Notice Letter.
2. Any time you end a benefit (TD, PD, VRMA<sup>†</sup>), you must provide an **ACCURATE** accounting of benefits paid to applicant (with printout of benefits).
3. Don't forget *Reynolds* language!
4. Any time you pay a benefit late (TD, WL, PD), you must pay a 10% benefit on the unpaid or delayed amount. You may also owe interest on the unpaid amount (issue remains in dispute!).
5. Any time the applicant demands any benefit in writing, a response must issue in writing (usually within 10 days!).
6. For all lost time injuries, I would request Wage Statement and Job Description immediately so that no delay occurs when these documents are needed.

<sup>†</sup> All Labor Code sections relating to vocational rehabilitation (§§4635-4647) were repealed with AB 749 however, SB 899 reinstated Labor Code §139.5 for injuries on or before 1/1/04.

|                              | <b>Return-to-Work Program<br/>Post 1/1/2013 DOI</b> | <b>Old Vouchers<br/>1/1/2004 to 12/31/2012</b>   | <b>New Vouchers<br/>1/1/2013 to present</b>                    |
|------------------------------|---|--|--|
| <b>Amount paid:</b>          | \$5,000   | Up to \$10,000<br><br>PD < 15%    \$4,000<br>15% to 25%   \$6,000<br>26% to 49%   \$8,000<br>50% to 99%   \$10,000 | \$6,000  |
| <b>Non-training payment:</b> | \$5,000   | \$0  | Up to \$1,500  |
| <b>Notice to Employee:</b>   | None  | At end of TD.  | After MMI and No offer of modified work.                       |
| <b>Minimum Requirement:</b>  | File Voucher with State                             | No work offer within 60 days of end of TD. Voucher issues within 25 days of PPD Award.                             | MMI<br>PD<br>DWC-AD10133.36                                    |
| <b>Expires:</b>              | n/a   | 2 years from issuance or 5 years from DOI, whichever is later.   | 2 years from issuance or 5 years from DOI, whichever is later. |
| <b>Settle??</b>              | n/a   | Yes.   | Maybe?   |
| <b>How many??</b>            | One only!!  | For each qualifying injury.  | For each qualifying injury.                                    |

| <b>MEDICAL-LEGAL FEE SCHEDULE – Section 9795</b> |  |   |
|--|--|---|
| <b>ML 200</b>                                    | <b>MISSED APPOINTMENTS</b>   | <b>\$503.75</b>   |
|  | <p>Caused by:</p> <ul style="list-style-type: none"> <li>➤ Interpreter failing to appear.</li> <li>➤ Injured worker failing to appear.</li> <li>➤ Injured worker leaves before exam is complete.</li> <li>➤ Injured worker is more than 30 minutes late for the exam and the exam cannot be completed.</li> <li>➤ Exam is cancelled within <b>6 business days</b> of the scheduled evaluation.</li> </ul> <p>If cancellation is the fault of the applicant or applicant attorney, defendant <b>may</b> seek a credit against any award.</p>  | If physician produces a report, physician may bill \$3 per page for pages reviewed over 200 (but may not bill for the same records again).    |
| <b>ML201</b>                                     | <b>COMPREHENSIVE MEDICAL-LEGAL EVALUATION</b>  | <b>\$2,015.00</b>   |
|  | <ul style="list-style-type: none"> <li>➤ Includes all evaluations that do not qualify as “follow-up” or “supplemental” evaluation.</li> <li>➤ Includes all exams occurring more than <b>18 months</b> after the last exam.</li> <li>➤ Involves an examination of the patient.</li> <li>➤ Records reviewed must include a declaration.</li> <li>➤ Physician must include a declaration as well.</li> <li>➤ <i>Labor Code §4628 still applies!!</i></li> </ul>   | Includes 200 pages of record review.<br>Physician charges \$3 per page for records review over 200 pages.                                     |
| <b>ML202</b>                                     | <b>FOLLOW-UP MEDICAL-LEGAL EVALUATIONS</b>   | <b>\$1,316.25</b>   |
|  | <ul style="list-style-type: none"> <li>➤ A re-evaluation occurring within <b>18 months</b> of a prior comprehensive medical-legal evaluation.</li> <li>➤ Involves an examination of the patient.</li> <li>➤ Records reviewed must include a declaration.</li> <li>➤ Physician must include a declaration as well.</li> <li>➤ <i>Labor Code §4628 still applies!!</i></li> </ul>  | Includes 200 pages of record review.<br>Records not previously reviewed.<br>Physician charges \$3 per page for records review over 200 pages. |
| <b>ML203</b>                                     | <b>SUPPLEMENTAL MEDICAL-LEGAL EVALUATION</b>   | <b>\$650.00</b>   |
|  | <ul style="list-style-type: none"> <li>➤ Does not involve an examination of the applicant.</li> <li>➤ Involves review of records that <b>were not available</b> at the initial or follow-up evaluation.</li> <li>➤ There is no requirement that a party requested the exam.</li> <li>➤ Declarations required!</li> </ul> <p><u>No fee allowed if the report is:</u></p> <ul style="list-style-type: none"> <li>➤ To review records “available” to the physician at the time of the initial/supplemental exam; or</li> <li>➤ The review is requested to address an issue that the parties requested the physician address in the initial exam.</li> </ul> | Includes 50 pages of record review.<br>Records not previously reviewed.<br>Physician charges \$3 per page for records review over 50 pages.   |
| <b>ML204</b>                                     | Two (2) hour minimum (1/4 hour thereafter).<br>If cancelled within 8 calendar days, physician entitled to 1 hour of time (\$455)   | \$455.00/hour (or U&C, if lower).   |
| <b>ML205</b>                                     | Billed in ¼ hour increments.<br><b>No report included</b> (bill as Comprehensive, Follow-up or Supplemental Evaluation as appropriate).  | \$325/hour (or U&C, if lower).  |

**Other charges and modifiers include:**

|  |     |   |
|--|-----|---|
| Interpreter                                  | -93 | Add 10% to base charge.                                       |
| Agreed Medical Examination                   | -94 | Add 35% to base charge.                                       |
| Qualified Medical Examination                | -95 | Added only to identify service.                               |
| Psychiatrist/Psychology                      | -96 | Add 100% to base charge.                                      |
| Toxicology                                   | -97 | Add 50% to base charge.                                       |
| Oncology                                     | -98 | Add 50% to base charge.                                       |
| Section 9795(d)                              |     | Modifiers <b>DO NOT</b> apply to page charges.                |
| Requests for duplicate reports               |     | Reimbursed in same manner as <i>Labor Code</i> §5703.1        |
| Court-Ordered Evaluations<br>Section 9795(h) |     | Judge has discretion to apply any modifier to the evaluation. |

## Medicare Set Aside (MSA) Considerations

| <b><u>Beneficiary</u></b>   | <b><u>Defined</u></b>  | <b><u>When to solicit MSA</u></b>        |
|---|--|--|
| Class I   | Current Medicare Recipient   | When settlement exceeds <b>\$25,000</b>  |
| Class II  | Medicare eligible: <ul style="list-style-type: none"> <li>✓ Eligible within 30 months (e.g. 62 ½ years old)</li> <li>✓ SSDI recipient</li> <li>✓ Applied for SSDI</li> </ul> | When settlement exceeds <b>\$250,000</b> |
| Our legal requirement is to “take Medicare interests into consideration” . . . and the most efficient way to do that is to solicit a MSA! |  |  |



## MEDICAL TIME GUIDELINES

|    | REVIEW TIME:              | COMMUNICATION TIME:                    | SUBSEQUENT REVIEW:                            | Further rules:   |
|----|---------------------------|--|---|--|
| UR | Imminent & Serious Threat | 72 hours                               |   |  |
|    | Concurrent/Prospective    | 5 days/up to 14 days if info requested | 30 days to request IMR                        | Valid for 12 months absent "change in facts"                           |
|    | Retrospective             | 30 days                                |   |  |
|    | AOE/COE                   | 5 days for notice of deferral          | Thereafter, further UR subject to rules above | 30 days to request IMR<br>Valid for 12 months absent "change in facts" |

|     | PERIOD TO REQUEST:        | TIME TO PROVIDE RECORDS (from assignment): | TIME TO COMPLETE REVIEW: | TIME TO APPEAL: | TIME TO PAY:                        |
|-----|---------------------------|--|--------------------------|-----------------|-------------------------------------|
| IMR | Imminent & Serious Threat | Immediately                                | 24 hours                 | 3 days          |                                     |
|     | Concurrent                | 30 days from service of UR                 | 10 days                  | 30 days         | 5 days authorize;<br>20 days to pay |

|                       | REVIEW, PAY & ISSUE EOR:                                 | REQUEST 2 <sup>ND</sup> REVIEW: | COMPLETE 2 <sup>ND</sup> REVIEW:                     | REQUEST IBR:  | ISSUE PAYMENT:  |
|-----------------------|--|---------------------------------|--|---|---|
| IBR Treatment         | Object: 30 days  | 45 days                         | 90 days  | 14 days to complete 2 <sup>nd</sup> review; 21 days to make payment                       | 30 days to request IBR  |
| IBR Medical-Legal     |  | 60 days                         |  |   | Payment: 45 days paper billing, 15 days electronic, 20 day M/L. |
| Non-IBR Treatment     | 30 days  | 45 days                         | 90 days (after decision accepting liability is made) | Same as above   |   |
| Non-IBR Medical-Legal | 60 days to review and send EOR (or WAIVE all defenses!!) |                                 | 90 days for provider to object to EOR                | 60 days for defendant to file Petition for Determination of Non-IBR Medical-Legal Dispute |   |

|                             | TIME TO OBJECT:                           | REQUIREMENT:   | STRIKING:   | SCHEDULE EXAM:                       | WITH WHOM:                              |
|-----------------------------|---|--|---|--------------------------------------|---|
| QME – Unrepresented         |   | Send panel request to EE; 10 days for EE to request panel, then ER may request panel | NONE!!  | 10 days for EE; then ER may set exam | Any QME unless EE requests specific QME |
| QME – Represented 4060/4061 |   | 16 days, then request panel  | 10 days from receipt of panel                     | 10 days for EE; then ER may set exam | Any MD remaining after "strike process" |
| QME – Represented 4062      | 20 days (to treating MD report)           |  |   |                                      |   |
| QME Reporting               | 60 days to set exam; no more than 90 days | 30 days for report to issue  | 60 days for QME to issue supplemental report      | Depo within 120 days of request      |   |
| Info to QME                 | Serve 20 days before service on QME       | 10 days to object to "information"   | Disputes regarding info resolved by Appeals Board |                                      |   |

## PAYMENT RESPONSE GUIDELINES

| <u>Treatment</u>   | <u>Medical-Legal</u>   | <u>Costs</u>  |
|--|--|---|
| <b>30 days</b> to object (via EOR) or<br><b>45 days</b> to pay (w/EOR);<br>(60 days for gov't entities)  | <b>60 days</b> to pay or object (EOR)  | <b>60 days</b> to pay or object                                   |
| <i><b>All objections must be fully set forth in the EOR!!</b></i>  | <i><b>All objections must be fully set forth in the EOR!!</b></i>  | <i><b>All objections must be fully set forth in the EOR!!</b></i> |
| If an objection is not raised, it is <b><i>waived</i></b> .  | If an objection is not raised, it is <b><i>waived</i></b> .  |   |
| If <b><i>cost</i></b> is the only dispute, the dispute <b><i>must</i></b> be submitted to <b><i>IBR</i></b> process.<br>Provider has 90 days to contest payment/EOR. | If <b><i>cost</i></b> is the only dispute, the dispute <b><i>must</i></b> be submitted to <b><i>IBR</i></b> process.<br>Provider has 90 days to contest payment/EOR. | n/a   |
| If provider fails to object to EOR, provider waives all objections.  | If provider fails to object to EOR, provider waives all objections.  |   |
| All other issues subject to lien process.  | All other issues subject to lien <b><i>OR</i></b> <i>Petition for Determination of Medical-Legal Dispute</i> (and file DOR).   | After 60 days, provider may file Petition for Costs.              |
| <i>Labor Code §4603.2</i><br><i>T8CCR §9792.5.5</i>  | <i>Labor Code §4622</i><br><i>T8CCR §9794, 9792.5.4, §9792.5.5</i><br><i>T8CCR §10786</i>  | <i>Title 8, California Code of Regulations §10545</i>             |

## Life Pension Calculation and Rate Chart

| Life Pension Rate = (PD% - 60) x 0.015 x AWW  |    |           |                       |    |          |                        |    |          |
|---|----|-----------|-----------------------|----|----------|------------------------|----|----------|
|   |    |           |                       |    |          | PD: 70:0 to 99:3       |    |          |
| Effective Dates   |    |           | AWW: Min/Max per week |    |          | Paid: Min/Max per week |    |          |
| 07-01-94  | to | 06-30-95  | \$105.00              | to | \$157.69 | \$15.75                | to | \$94.02  |
| 07-01-95  | to | 06-30-96  | \$105.00              | to | \$207.69 | \$15.75                | to | \$123.84 |
| 07-01-96  | to | 12-31-02  | \$105.00              | to | \$257.69 | \$15.75                | to | \$153.65 |
| 01-01-03  | to | 12-31-03* | \$150.00              | to | \$257.69 | \$22.50                | to | \$153.65 |
| 01-01-04  | to | 12-31-04* | \$157.50              | to | \$257.69 | \$23.63                | to | \$153.65 |
| 01-01-05  | to | 12-31-05* | \$157.50              | to | \$257.69 | \$23.63                | to | \$153.65 |
| 01-01-06  | on | *         | \$195.00              | to | \$515.38 | \$29.25                | to | \$307.30 |
| *Subject to SAWW/COLA adjustment beginning January 1 of year following commencement of benefit. |    |           |                       |    |          |                        |    |          |

## Death Benefits

| DEPENDENTS  |                |           |                 |                 |   |   |
|---|----------------|-----------|-----------------|-----------------|---|---|
| Date of Injury  | Burial Expense | 1 Total†  | 2 or more Total | 3 or More Total | 1 Total plus 1 or more Partial                            | 0 Total, 1 or more Partial                |
| 7/1/94 - 6/30/96  | \$5000.00      | \$115,000 | \$135,000       | \$150,000       | \$115,000 plus 4x annual support not to exceed \$125,000  | 4x annual support not to exceed \$115,000 |
| 7/1/96 – 12/31/05   | \$5000.00      | \$125,000 | \$145,000       | \$160,000       | \$125,000 plus 4x annual support not to exceed \$145,000  | 4x annual support not to exceed \$125,000 |
| 1/1/06 – 12/31/12   | \$5000.00      | \$250,000 | \$290,000       | \$320,000       | \$250,000 plus 4x annual support not to exceed \$290,000‡ | 8x annual support not to exceed \$250,000 |
| 1/1/13 -  | \$10,000       | \$250,000 | \$290,000       | \$320,000       | \$250,000 plus 4x annual support not to exceed \$290,000‡ | 8x annual support not to exceed \$250,000 |
| † Spouse earning less than \$30,000 per year is conclusively presumed to be a total dependent. ( <i>Labor Code</i> §3501(b).)<br>‡ Dependent minor children are conclusively presumed total dependents and continue to receive the full weekly death benefit until age eighteen; dependent who are totally disabled from earning receive the full weekly death benefit for life. ( <i>Labor Code</i> §3501(a), <i>Labor Code</i> §4703.5.)<br>If no dependents, “1 Total” benefit amount payable to Death without Dependents unit. ( <i>Labor Code</i> §4606.5, 4706.5.) SAWW/COLA applies. |                |           |                 |                 |   |   |

## Mileage Rates

| On or After | per mile |
|-------------|----------|
| 1/1/2025    | \$.70    |
| 1/1/2024    | \$.67    |
| 1/1/2023    | \$.655   |
| 7/1/2022    | \$.625   |
| 1/1/2022    | \$.585   |
| 1/1/2021    | \$.56    |
| 1/1/2020    | \$.575   |
| 1/1/2019    | \$.58    |
| 1/1/2018    | \$.545   |
| 1/1/2017    | \$.535   |
| 1/1/2016    | \$.54    |
| 1/1/2015    | \$.575   |
| 1/1/2014    | \$.56    |
| 1/1/2013    | \$.565   |
| 7/1/2011    | \$.555   |
| 1/1/2011    | \$.51    |
| 1/1/2010    | \$.50    |
| 1/1/2009    | \$.55    |

## SAWW Rates

| Year | SAWW      |
|------|-----------|
| 2025 | 3.77588%  |
| 2024 | 0%        |
| 2023 | 5.15924%  |
| 2022 | 13.5213%  |
| 2021 | 4.3774%   |
| 2020 | 3.84013%  |
| 2019 | 2.971%    |
| 2018 | 3.642%    |
| 2017 | 3.9119%   |
| 2016 | 2.2789%   |
| 2015 | 2.6666%   |
| 2014 | .0742887% |
| 2013 | 5.56325%  |
| 2012 | 2.41351%  |
| 2011 | 0.0000%   |
| 2010 | 2.99410%  |
| 2009 | 4.554844% |
| 2008 | 3.93182%  |

## 2020 Life Expectancy Table (Nat. Vital Stats 8/8/2022)

| Age | Male | Female | Age | Male | Female | Age | Male | Female | Age | Male | Female |
|-----|------|--------|-----|------|--------|-----|------|--------|-----|------|--------|
| 18  | 57.9 | 63.4   | 36  | 41.5 | 46.2   | 54  | 25.9 | 29.7   | 72  | 13.1 | 15.2   |
| 19  | 56.9 | 62.5   | 37  | 40.6 | 45.2   | 55  | 25.1 | 28.8   | 73  | 12.4 | 14.5   |
| 20  | 56.0 | 61.5   | 38  | 39.7 | 44.3   | 56  | 24.3 | 28.0   | 74  | 11.8 | 13.8   |
| 21  | 55.0 | 60.5   | 39  | 38.8 | 43.4   | 57  | 23.6 | 27.1   | 75  | 11.2 | 13.1   |
| 22  | 54.1 | 59.5   | 40  | 37.9 | 42.4   | 58  | 22.8 | 26.3   | 76  | 10.6 | 12.4   |
| 23  | 53.2 | 58.6   | 41  | 37.0 | 41.5   | 59  | 22.0 | 25.4   | 77  | 10.0 | 11.7   |
| 24  | 52.3 | 57.6   | 42  | 36.2 | 40.6   | 60  | 21.3 | 24.6   | 78  | 9.4  | 11.1   |
| 25  | 51.4 | 56.6   | 43  | 35.3 | 39.6   | 61  | 20.5 | 23.8   | 79  | 8.9  | 10.4   |
| 26  | 50.5 | 55.7   | 44  | 34.4 | 38.7   | 62  | 19.8 | 23.0   | 80  | 8.4  | 9.8    |
| 27  | 49.5 | 54.7   | 45  | 33.5 | 37.8   | 63  | 19.1 | 22.2   | 81  | 7.8  | 9.2    |
| 28  | 48.6 | 53.8   | 46  | 32.7 | 36.9   | 64  | 18.4 | 21.4   | 82  | 7.3  | 8.6    |
| 29  | 47.7 | 52.8   | 47  | 31.8 | 36.0   | 65  | 17.7 | 20.6   | 83  | 6.9  | 8.0    |
| 30  | 46.8 | 51.8   | 48  | 30.9 | 35.0   | 66  | 17.0 | 19.82  | 84  | 6.4  | 7.5    |
| 31  | 45.9 | 50.9   | 49  | 30.1 | 34.1   | 67  | 16.3 | 19.0   | 85  | 5.9  | 7.0    |
| 32  | 45.0 | 49.9   | 50  | 29.2 | 33.2   | 68  | 15.7 | 18.2   | 86  | 5.5  | 6.5    |
| 33  | 44.1 | 49.0   | 51  | 28.4 | 32.4   | 69  | 15.0 | 17.5   | 87  | 5.1  | 6.0    |
| 34  | 43.2 | 48.1   | 52  | 27.6 | 31.5   | 70  | 14.4 | 16.7   | 88  | 4.7  | 5.6    |
| 35  | 42.4 | 47.1   | 53  | 26.8 | 30.6   | 71  | 13.7 | 15.9   | 89  | 4.4  | 5.1    |

## Rate Chart – Temporary Disability & Permanent Disability

| Year                     | Total Temporary Disability |             |                   | Permanent Partial Disability |         |         |
|--------------------------|----------------------------|-------------|-------------------|------------------------------|---------|---------|
|                          |                            | Earnings    | Rate              | %                            | Minimum | Maximum |
| 7/1/1996 –<br>12/31/2002 | Min                        | Under \$126 | Actual earnings   | 1 to 14:3                    | \$70    | \$140   |
|                          |                            |             |                   | 15 to 24:3                   | \$70    | \$160   |
|                          | Max                        | \$735.00    | <b>\$490.00</b>   | 25 to 69:3                   | \$70    | \$170   |
|                          |                            |             |                   | 70 to 99:3                   | \$70    | \$230   |
| 2003                     | Min                        | \$189.00    | \$126.00          | 1 to 69                      | \$100   | \$185   |
|                          | Max                        | \$903.00    | <b>\$602.00</b>   | 70 to 99                     | \$100   | \$230   |
| 2004                     | Min                        | \$189.00    | \$126.00          | 1 to 69                      | \$105   | \$200   |
|                          | Max                        | \$1,092.00  | <b>\$728.00</b>   | 70 to 99                     | \$105   | \$250   |
| 2005                     | Min                        | \$189.00    | \$126.00          | 1 to 69                      | \$105   | \$220   |
|                          | Max                        | \$1,260.00  | <b>\$840.00</b>   | 70 to 99                     | \$105   | \$270   |
| 2006                     | Min                        | \$189.00    | \$126.00          | 1 to 69                      | \$130   | \$230   |
|                          | Max                        | \$1,260.00  | <b>\$840.00</b>   | 70 to 99                     | \$130   | \$270   |
| 2007                     | Min                        | \$198.37    | \$132.25          | 1 to 69                      | \$130   | \$230   |
|                          | Max                        | \$1,322.49  | <b>\$881.66</b>   | 70 to 99                     | \$130   | \$270   |
| 2008                     | Min                        | \$206.17    | \$137.45          | 1 to 69                      | \$130   | \$230   |
|                          | Max                        | \$1,374.49  | <b>\$916.33</b>   | 70 to 99                     | \$130   | \$270   |
| 2009                     | Min                        | \$215.55    | \$143.70          | 1 to 69                      | \$130   | \$230   |
|                          | Max                        | \$1,437.01  | <b>\$958.01</b>   | 70 to 99                     | \$130   | \$270   |
| 2010                     | Min                        | \$222.00    | \$148.00          | 1 to 69                      | \$130   | \$230   |
|                          | Max                        | \$1,480.04  | <b>\$986.69</b>   | 70 to 99                     | \$130   | \$270   |
| 2011                     | Min                        | \$222.00    | \$148.00          | 1 to 69                      | \$130   | \$230   |
|                          | Max                        | \$1,480.04  | <b>\$986.69</b>   | 70 to 99                     | \$130   | \$270   |
| 2012                     | Min                        | \$227.35    | \$151.57          | 1 to 69                      | \$130   | \$230   |
|                          | Max                        | \$1,515.75  | <b>\$1,010.50</b> | 70 to 99                     | \$130   | \$270   |
| 2013                     | Min                        | \$240.00    | \$160.00          | 1 to 54                      | \$160   | \$230   |
|                          | Max                        | \$1,600.08  | <b>\$1,066.72</b> | 55 to 69                     | \$160   | \$270   |
|                          |                            |             |                   | 70 to 99                     | \$160   | \$290   |
| 2014                     | Min                        | \$241.78    | \$161.19          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$1,611.96  | <b>\$1,074.64</b> |                              |         |         |
| 2015                     | Min                        | \$248.23    | \$165.49          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$1,654.94  | <b>\$1,103.29</b> |                              |         |         |
| 2016                     | Min                        | \$253.88    | \$169.26          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$1,692.65  | <b>\$1,128.43</b> |                              |         |         |
| 2017                     | Min                        | \$263.81    | \$175.88          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$1,758.86  | <b>\$1,172.57</b> |                              |         |         |
| 2018                     | Min                        | \$273.42    | \$182.29          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$1,822.91  | <b>\$1,215.27</b> |                              |         |         |
| 2019                     | Min                        | \$281.57    | \$187.29          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$1,877.07  | <b>\$1,251.38</b> |                              |         |         |
| 2020                     | Min                        | \$292.36    | \$194.91          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$1,949.15  | <b>\$1,299.43</b> |                              |         |         |
| 2021                     | Min                        | \$305.16    | \$203.44          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$2,034.47  | <b>\$1,356.31</b> |                              |         |         |
| 2022                     | Min                        | \$346.42    | \$230.95          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$2,309.56  | <b>\$1,539.71</b> |                              |         |         |
| 2023                     | Min                        | \$364.29    | \$242.86          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$2,428.72  | <b>\$1,619.15</b> |                              |         |         |
| 2024                     | Min                        | \$364.29    | \$242.86          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$2,428.72  | <b>\$1,619.15</b> |                              |         |         |
| 2025                     | Min                        | \$378.05    | \$252.03          | 1 to 99                      | \$160   | \$290   |
|                          | Max                        | \$2,520.43  | <b>\$1,680.29</b> |                              |         |         |

**PERMANENT DISABILITY RATES 2014 - 2025**

| %  | Weeks  | Indemnity    | %  | Weeks  | Indemnity    | %  | Weeks  | Indemnity     | %  | Weeks  | Indemnity     |
|----|--------|--------------|----|--------|--------------|----|--------|---------------|----|--------|---------------|
| 1  | 3      | \$ 870.00    | 26 | 106.75 | \$ 30,957.50 | 51 | 279.25 | \$ 80,982.50  | 76 | 529.25 | \$ 153,482.50 |
| 2  | 6      | \$ 1,740.00  | 27 | 112.75 | \$ 32,697.50 | 52 | 287.25 | \$ 83,302.50  | 77 | 545.25 | \$ 158,122.50 |
| 3  | 9      | \$ 2,610.00  | 28 | 118.75 | \$ 34,437.50 | 53 | 295.25 | \$ 85,622.50  | 78 | 561.25 | \$ 162,762.50 |
| 4  | 12     | \$ 3,480.00  | 29 | 124.75 | \$ 36,177.50 | 54 | 303.25 | \$ 87,942.50  | 79 | 577.25 | \$ 167,402.50 |
| 5  | 15     | \$ 4,350.00  | 30 | 131.00 | \$ 37,990.00 | 55 | 311.25 | \$ 90,262.50  | 80 | 593.25 | \$ 172,042.50 |
| 6  | 18     | \$ 5,220.00  | 31 | 138.00 | \$ 40,020.00 | 56 | 319.25 | \$ 92,582.50  | 81 | 609.25 | \$ 176,682.50 |
| 7  | 21     | \$ 6,090.00  | 32 | 145.00 | \$ 42,050.00 | 57 | 327.25 | \$ 94,902.50  | 82 | 625.25 | \$ 181,322.50 |
| 8  | 24     | \$ 6,960.00  | 33 | 152.00 | \$ 44,080.00 | 58 | 335.25 | \$ 97,222.50  | 83 | 641.25 | \$ 185,962.50 |
| 9  | 27     | \$ 7,830.00  | 34 | 159.00 | \$ 46,110.00 | 59 | 343.25 | \$ 99,542.50  | 84 | 657.25 | \$ 190,602.50 |
| 10 | 30.25  | \$ 8,772.50  | 35 | 166.00 | \$ 48,140.00 | 60 | 351.25 | \$ 101,862.50 | 85 | 673.25 | \$ 195,242.50 |
| 11 | 34.25  | \$ 9,932.50  | 36 | 173.00 | \$ 50,170.00 | 61 | 359.25 | \$ 104,182.50 | 86 | 689.25 | \$ 199,882.50 |
| 12 | 38.25  | \$ 11,092.50 | 37 | 180.00 | \$ 52,200.00 | 62 | 367.25 | \$ 106,502.50 | 87 | 705.25 | \$ 204,522.50 |
| 13 | 42.25  | \$ 12,252.50 | 38 | 187.00 | \$ 54,230.00 | 63 | 375.25 | \$ 108,822.50 | 88 | 721.25 | \$ 209,162.50 |
| 14 | 46.25  | \$ 13,412.50 | 39 | 194.00 | \$ 56,260.00 | 64 | 383.25 | \$ 111,142.50 | 89 | 737.25 | \$ 213,802.50 |
| 15 | 50.50  | \$ 14,645.00 | 40 | 201.00 | \$ 58,290.00 | 65 | 391.25 | \$ 113,462.50 | 90 | 753.25 | \$ 218,442.50 |
| 16 | 55.50  | \$ 16,095.00 | 41 | 208.00 | \$ 60,320.00 | 66 | 399.25 | \$ 115,782.50 | 91 | 769.25 | \$ 223,082.50 |
| 17 | 60.50  | \$ 17,545.00 | 42 | 215.00 | \$ 62,350.00 | 67 | 407.25 | \$ 118,102.50 | 92 | 785.25 | \$ 227,722.50 |
| 18 | 65.50  | \$ 18,995.00 | 43 | 222.00 | \$ 64,380.00 | 68 | 415.25 | \$ 120,422.50 | 93 | 801.25 | \$ 232,362.50 |
| 19 | 70.50  | \$ 20,445.00 | 44 | 229.00 | \$ 66,410.00 | 69 | 423.25 | \$ 122,742.50 | 94 | 817.25 | \$ 237,002.50 |
| 20 | 75.50  | \$ 21,895.00 | 45 | 236.00 | \$ 68,440.00 | 70 | 433.25 | \$ 125,642.50 | 95 | 833.25 | \$ 241,642.50 |
| 21 | 80.50  | \$ 23,345.00 | 46 | 243.00 | \$ 70,470.00 | 71 | 449.25 | \$ 130,282.50 | 96 | 849.25 | \$ 246,282.50 |
| 22 | 85.50  | \$ 24,795.00 | 47 | 250.00 | \$ 72,500.00 | 72 | 465.25 | \$ 134,922.50 | 97 | 865.25 | \$ 250,922.50 |
| 23 | 90.50  | \$ 26,245.00 | 48 | 257.00 | \$ 74,530.00 | 73 | 481.25 | \$ 139,562.50 | 98 | 881.25 | \$ 255,562.50 |
| 24 | 95.50  | \$ 27,695.00 | 49 | 264.00 | \$ 76,560.00 | 74 | 497.25 | \$ 144,202.50 | 99 | 897.25 | \$ 260,202.50 |
| 25 | 100.75 | \$ 29,217.50 | 50 | 271.25 | \$ 78,662.50 | 75 | 513.25 | \$ 148,842.50 |    |        |               |

**PERMANENT DISABILITY RATES 2013**

| %  | Weeks  | Indemnity    | %  | Weeks  | Indemnity    | %  | Weeks  | Indemnity     | %  | Weeks  | Indemnity     |
|----|--------|--------------|----|--------|--------------|----|--------|---------------|----|--------|---------------|
| 1  | 3      | \$ 690.00    | 26 | 106.75 | \$ 24,552.50 | 51 | 279.25 | \$ 64,227.50  | 76 | 529.25 | \$ 153,482.50 |
| 2  | 6      | \$ 1,380.00  | 27 | 112.75 | \$ 25,932.50 | 52 | 287.25 | \$ 66,067.50  | 77 | 545.25 | \$ 158,122.50 |
| 3  | 9      | \$ 2,070.00  | 28 | 118.75 | \$ 27,312.50 | 53 | 295.25 | \$ 67,907.50  | 78 | 561.25 | \$ 162,762.50 |
| 4  | 12     | \$ 2,760.00  | 29 | 124.75 | \$ 28,692.50 | 54 | 303.25 | \$ 69,747.50  | 79 | 577.25 | \$ 167,402.50 |
| 5  | 15     | \$ 3,450.00  | 30 | 131.00 | \$ 30,130.00 | 55 | 311.25 | \$ 84,037.50  | 80 | 593.25 | \$ 172,042.50 |
| 6  | 18     | \$ 4,140.00  | 31 | 138.00 | \$ 31,740.00 | 56 | 319.25 | \$ 86,197.50  | 81 | 609.25 | \$ 176,682.50 |
| 7  | 21     | \$ 4,830.00  | 32 | 145.00 | \$ 33,350.00 | 57 | 327.25 | \$ 88,357.50  | 82 | 625.25 | \$ 181,322.50 |
| 8  | 24     | \$ 5,520.00  | 33 | 152.00 | \$ 34,960.00 | 58 | 335.25 | \$ 90,517.50  | 83 | 641.25 | \$ 185,962.50 |
| 9  | 27     | \$ 6,210.00  | 34 | 159.00 | \$ 36,570.00 | 59 | 343.25 | \$ 92,677.50  | 84 | 657.25 | \$ 190,602.50 |
| 10 | 30.25  | \$ 6,957.50  | 35 | 166.00 | \$ 38,180.00 | 60 | 351.25 | \$ 94,837.50  | 85 | 673.25 | \$ 195,242.50 |
| 11 | 34.25  | \$ 7,877.50  | 36 | 173.00 | \$ 39,790.00 | 61 | 359.25 | \$ 96,997.50  | 86 | 689.25 | \$ 199,882.50 |
| 12 | 38.25  | \$ 8,797.50  | 37 | 180.00 | \$ 41,400.00 | 62 | 367.25 | \$ 99,157.50  | 87 | 705.25 | \$ 204,522.50 |
| 13 | 42.25  | \$ 9,717.50  | 38 | 187.00 | \$ 43,010.00 | 63 | 375.25 | \$ 101,317.50 | 88 | 721.25 | \$ 209,162.50 |
| 14 | 46.25  | \$ 10,637.50 | 39 | 194.00 | \$ 44,620.00 | 64 | 383.25 | \$ 103,477.50 | 89 | 737.25 | \$ 213,802.50 |
| 15 | 50.50  | \$ 11,615.00 | 40 | 201.00 | \$ 46,230.00 | 65 | 391.25 | \$ 105,637.50 | 90 | 753.25 | \$ 218,442.50 |
| 16 | 55.50  | \$ 12,765.00 | 41 | 208.00 | \$ 47,840.00 | 66 | 399.25 | \$ 107,797.50 | 91 | 769.25 | \$ 223,082.50 |
| 17 | 60.50  | \$ 13,915.00 | 42 | 215.00 | \$ 49,450.00 | 67 | 407.25 | \$ 109,957.50 | 92 | 785.25 | \$ 227,722.50 |
| 18 | 65.50  | \$ 15,065.00 | 43 | 222.00 | \$ 51,060.00 | 68 | 415.25 | \$ 112,117.50 | 93 | 801.25 | \$ 232,362.50 |
| 19 | 70.50  | \$ 16,215.00 | 44 | 229.00 | \$ 52,670.00 | 69 | 423.25 | \$ 114,277.50 | 94 | 817.25 | \$ 237,002.50 |
| 20 | 75.50  | \$ 17,365.00 | 45 | 236.00 | \$ 54,280.00 | 70 | 433.25 | \$ 125,642.50 | 95 | 833.25 | \$ 241,642.50 |
| 21 | 80.50  | \$ 18,515.00 | 46 | 243.00 | \$ 55,890.00 | 71 | 449.25 | \$ 130,282.50 | 96 | 849.25 | \$ 246,282.50 |
| 22 | 85.50  | \$ 19,665.00 | 47 | 250.00 | \$ 57,500.00 | 72 | 465.25 | \$ 134,922.50 | 97 | 865.25 | \$ 250,922.50 |
| 23 | 90.50  | \$ 20,815.00 | 48 | 257.00 | \$ 59,110.00 | 73 | 481.25 | \$ 139,562.50 | 98 | 881.25 | \$ 255,562.50 |
| 24 | 95.50  | \$ 21,965.00 | 49 | 264.00 | \$ 60,720.00 | 74 | 497.25 | \$ 144,202.50 | 99 | 897.25 | \$ 260,202.50 |
| 25 | 100.75 | \$ 23,172.50 | 50 | 271.25 | \$ 62,387.50 | 75 | 513.25 | \$ 148,842.50 |    |        |               |



**PERMANENT PARTIAL DISABILITY INDEMNITY FOR INJURIES 2006 - 2012**

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> | <b>-15%</b>  | <b>+15%</b>  |
|-----------|--------------|------------------|--------------|--------------|
| <b>1</b>  | 3            | \$ 690.00        | \$ 586.50    | \$ 690.00    |
| <b>2</b>  | 6            | \$ 1,380.00      | \$ 1,173.00  | \$ 1,380.00  |
| <b>3</b>  | 9            | \$ 2,070.00      | \$ 1,759.50  | \$ 2,084.79  |
| <b>4</b>  | 12           | \$ 2,760.00      | \$ 2,346.00  | \$ 2,878.29  |
| <b>5</b>  | 15           | \$ 3,450.00      | \$ 2,932.50  | \$ 3,671.79  |
| <b>6</b>  | 18           | \$ 4,140.00      | \$ 3,519.00  | \$ 4,465.29  |
| <b>7</b>  | 21           | \$ 4,830.00      | \$ 4,105.50  | \$ 5,258.79  |
| <b>8</b>  | 24           | \$ 5,520.00      | \$ 4,692.00  | \$ 6,052.29  |
| <b>9</b>  | 27           | \$ 6,210.00      | \$ 5,278.50  | \$ 6,845.79  |
| <b>10</b> | 30.25        | \$ 6,957.50      | \$ 5,913.88  | \$ 7,705.41  |
| <b>11</b> | 34.25        | \$ 7,877.50      | \$ 6,695.88  | \$ 8,763.41  |
| <b>12</b> | 38.25        | \$ 8,797.50      | \$ 7,477.88  | \$ 9,821.41  |
| <b>13</b> | 42.25        | \$ 9,717.50      | \$ 8,259.88  | \$ 10,879.41 |
| <b>14</b> | 46.25        | \$ 10,637.50     | \$ 9,041.88  | \$ 11,937.41 |
| <b>15</b> | 50.50        | \$ 11,615.00     | \$ 9,872.75  | \$ 13,061.54 |
| <b>16</b> | 55.50        | \$ 12,765.00     | \$ 10,850.25 | \$ 14,384.04 |
| <b>17</b> | 60.50        | \$ 13,915.00     | \$ 11,827.75 | \$ 15,706.54 |
| <b>18</b> | 65.50        | \$ 15,065.00     | \$ 12,805.25 | \$ 17,029.04 |
| <b>19</b> | 70.50        | \$ 16,215.00     | \$ 13,782.75 | \$ 18,351.54 |
| <b>20</b> | 75.50        | \$ 17,365.00     | \$ 14,760.25 | \$ 19,674.04 |
| <b>21</b> | 80.50        | \$ 18,515.00     | \$ 15,737.75 | \$ 20,996.54 |
| <b>22</b> | 85.50        | \$ 19,665.00     | \$ 16,715.25 | \$ 22,319.04 |
| <b>23</b> | 90.50        | \$ 20,815.00     | \$ 17,692.75 | \$ 23,641.54 |
| <b>24</b> | 95.50        | \$ 21,965.00     | \$ 18,670.25 | \$ 24,964.04 |
| <b>25</b> | 100.75       | \$ 23,172.50     | \$ 19,696.63 | \$ 26,352.66 |
| <b>26</b> | 106.75       | \$ 24,552.50     | \$ 20,869.63 | \$ 27,939.66 |
| <b>27</b> | 112.75       | \$ 25,932.50     | \$ 22,042.63 | \$ 29,526.66 |
| <b>28</b> | 118.75       | \$ 27,312.50     | \$ 23,215.63 | \$ 31,113.66 |
| <b>29</b> | 124.75       | \$ 28,692.50     | \$ 24,388.63 | \$ 32,700.66 |
| <b>30</b> | 131.00       | \$ 30,130.00     | \$ 25,610.50 | \$ 34,353.79 |
| <b>31</b> | 138.00       | \$ 31,740.00     | \$ 26,979.00 | \$ 36,205.29 |
| <b>32</b> | 145.00       | \$ 33,350.00     | \$ 28,347.50 | \$ 38,056.79 |
| <b>33</b> | 152.00       | \$ 34,960.00     | \$ 29,716.00 | \$ 39,908.29 |
| <b>34</b> | 159.00       | \$ 36,570.00     | \$ 31,084.50 | \$ 41,759.79 |
| <b>35</b> | 166.00       | \$ 38,180.00     | \$ 32,453.00 | \$ 43,611.29 |
| <b>36</b> | 173.00       | \$ 39,790.00     | \$ 33,821.50 | \$ 45,462.79 |
| <b>37</b> | 180.00       | \$ 41,400.00     | \$ 35,190.00 | \$ 47,314.29 |
| <b>38</b> | 187.00       | \$ 43,010.00     | \$ 36,558.50 | \$ 49,165.79 |
| <b>39</b> | 194.00       | \$ 44,620.00     | \$ 37,927.00 | \$ 51,017.29 |
| <b>40</b> | 201.00       | \$ 46,230.00     | \$ 39,295.50 | \$ 52,868.79 |
| <b>41</b> | 208.00       | \$ 47,840.00     | \$ 40,664.00 | \$ 54,720.29 |
| <b>42</b> | 215.00       | \$ 49,450.00     | \$ 42,032.50 | \$ 56,571.79 |
| <b>43</b> | 222.00       | \$ 51,060.00     | \$ 43,401.00 | \$ 58,423.29 |
| <b>44</b> | 229.00       | \$ 52,670.00     | \$ 44,769.50 | \$ 60,274.79 |
| <b>45</b> | 236.00       | \$ 54,280.00     | \$ 46,138.00 | \$ 62,126.29 |
| <b>46</b> | 243.00       | \$ 55,890.00     | \$ 47,506.50 | \$ 63,977.79 |
| <b>47</b> | 250.00       | \$ 57,500.00     | \$ 48,875.00 | \$ 65,829.29 |
| <b>48</b> | 257.00       | \$ 59,110.00     | \$ 50,243.50 | \$ 67,680.79 |
| <b>49</b> | 264.00       | \$ 60,720.00     | \$ 51,612.00 | \$ 69,532.29 |
| <b>50</b> | 271.25       | \$ 62,387.50     | \$ 53,029.38 | \$ 71,449.91 |

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> | <b>-15%</b>   | <b>+15%</b>   |
|-----------|--------------|------------------|---------------|---------------|
| <b>51</b> | 279.25       | \$ 64,227.50     | \$ 54,593.38  | \$ 73,565.91  |
| <b>52</b> | 287.25       | \$ 66,067.50     | \$ 56,157.38  | \$ 75,681.91  |
| <b>53</b> | 295.25       | \$ 67,907.50     | \$ 57,721.38  | \$ 77,797.91  |
| <b>54</b> | 303.25       | \$ 69,747.50     | \$ 59,285.38  | \$ 79,913.91  |
| <b>55</b> | 311.25       | \$ 71,587.50     | \$ 60,849.38  | \$ 82,029.91  |
| <b>56</b> | 319.25       | \$ 73,427.50     | \$ 62,413.38  | \$ 84,145.91  |
| <b>57</b> | 327.25       | \$ 75,267.50     | \$ 63,977.38  | \$ 86,261.91  |
| <b>58</b> | 335.25       | \$ 77,107.50     | \$ 65,541.38  | \$ 88,377.91  |
| <b>59</b> | 343.25       | \$ 78,947.50     | \$ 67,105.38  | \$ 90,493.91  |
| <b>60</b> | 351.25       | \$ 80,787.50     | \$ 68,669.38  | \$ 92,609.91  |
| <b>61</b> | 359.25       | \$ 82,627.50     | \$ 70,233.38  | \$ 94,725.91  |
| <b>62</b> | 367.25       | \$ 84,467.50     | \$ 71,797.38  | \$ 96,841.91  |
| <b>63</b> | 375.25       | \$ 86,307.50     | \$ 73,361.38  | \$ 98,957.91  |
| <b>64</b> | 383.25       | \$ 88,147.50     | \$ 74,925.38  | \$ 101,073.91 |
| <b>65</b> | 391.25       | \$ 89,987.50     | \$ 76,489.38  | \$ 103,189.91 |
| <b>66</b> | 399.25       | \$ 91,827.50     | \$ 78,053.38  | \$ 105,305.91 |
| <b>67</b> | 407.25       | \$ 93,667.50     | \$ 79,617.38  | \$ 107,421.91 |
| <b>68</b> | 415.25       | \$ 95,507.50     | \$ 81,181.38  | \$ 109,537.91 |
| <b>69</b> | 423.25       | \$ 97,347.50     | \$ 82,745.38  | \$ 111,653.91 |
| <b>70</b> | 433.25       | \$ 116,977.50    | \$ 99,430.88  | \$ 134,176.98 |
| <b>71</b> | 449.25       | \$ 121,297.50    | \$ 103,102.88 | \$ 139,144.98 |
| <b>72</b> | 465.25       | \$ 125,617.50    | \$ 106,774.88 | \$ 144,112.98 |
| <b>73</b> | 481.25       | \$ 129,937.50    | \$ 110,446.88 | \$ 149,080.98 |
| <b>74</b> | 497.25       | \$ 134,257.50    | \$ 114,118.88 | \$ 154,048.98 |
| <b>75</b> | 513.25       | \$ 138,577.50    | \$ 117,790.88 | \$ 159,016.98 |
| <b>76</b> | 529.25       | \$ 142,897.50    | \$ 121,462.88 | \$ 163,984.98 |
| <b>77</b> | 545.25       | \$ 147,217.50    | \$ 125,134.88 | \$ 168,952.98 |
| <b>78</b> | 561.25       | \$ 151,537.50    | \$ 128,806.88 | \$ 173,920.98 |
| <b>79</b> | 577.25       | \$ 155,857.50    | \$ 132,478.88 | \$ 178,888.98 |
| <b>80</b> | 593.25       | \$ 160,177.50    | \$ 136,150.88 | \$ 183,856.98 |
| <b>81</b> | 609.25       | \$ 164,497.50    | \$ 139,822.88 | \$ 188,824.98 |
| <b>82</b> | 625.25       | \$ 168,817.50    | \$ 143,494.88 | \$ 193,792.98 |
| <b>83</b> | 641.25       | \$ 173,137.50    | \$ 147,166.88 | \$ 198,760.98 |
| <b>84</b> | 657.25       | \$ 177,457.50    | \$ 150,838.88 | \$ 203,728.98 |
| <b>85</b> | 673.25       | \$ 181,777.50    | \$ 154,510.88 | \$ 208,696.98 |
| <b>86</b> | 689.25       | \$ 186,097.50    | \$ 158,182.88 | \$ 213,664.98 |
| <b>87</b> | 705.25       | \$ 190,417.50    | \$ 161,854.88 | \$ 218,632.98 |
| <b>88</b> | 721.25       | \$ 194,737.50    | \$ 165,526.88 | \$ 223,600.98 |
| <b>89</b> | 737.25       | \$ 199,057.50    | \$ 169,198.88 | \$ 228,568.98 |
| <b>90</b> | 753.25       | \$ 203,377.50    | \$ 172,870.88 | \$ 233,536.98 |
| <b>91</b> | 769.25       | \$ 207,697.50    | \$ 176,542.88 | \$ 238,504.98 |
| <b>92</b> | 785.25       | \$ 212,017.50    | \$ 180,214.88 | \$ 243,472.98 |
| <b>93</b> | 801.25       | \$ 216,337.50    | \$ 183,886.88 | \$ 248,440.98 |
| <b>94</b> | 817.25       | \$ 220,657.50    | \$ 187,558.88 | \$ 253,408.98 |
| <b>95</b> | 833.25       | \$ 224,977.50    | \$ 191,230.88 | \$ 258,376.98 |
| <b>96</b> | 849.25       | \$ 229,297.50    | \$ 194,902.88 | \$ 263,344.98 |
| <b>97</b> | 865.25       | \$ 233,617.50    | \$ 198,574.88 | \$ 268,312.98 |
| <b>98</b> | 881.25       | \$ 237,937.50    | \$ 202,246.88 | \$ 273,280.98 |
| <b>99</b> | 897.25       | \$ 242,257.50    | \$ 205,918.88 | \$ 278,248.98 |

**PERMANENT PARTIAL DISABILITY INDEMNITY FOR INJURIES 2005**

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> | <b>-15%</b>  | <b>+15%</b>  |
|-----------|--------------|------------------|--------------|--------------|
| <b>1</b>  | 3            | \$ 660.00        | \$ 561.00    | \$ 660.00    |
| <b>2</b>  | 6            | \$ 1,320.00      | \$ 1,122.00  | \$ 1,320.00  |
| <b>3</b>  | 9            | \$ 1,980.00      | \$ 1,683.00  | \$ 1,994.14  |
| <b>4</b>  | 12           | \$ 2,640.00      | \$ 2,244.00  | \$ 2,753.14  |
| <b>5</b>  | 15           | \$ 3,300.00      | \$ 2,805.00  | \$ 3,512.14  |
| <b>6</b>  | 18           | \$ 3,960.00      | \$ 3,366.00  | \$ 4,271.14  |
| <b>7</b>  | 21           | \$ 4,620.00      | \$ 3,927.00  | \$ 5,030.14  |
| <b>8</b>  | 24           | \$ 5,280.00      | \$ 4,488.00  | \$ 5,789.14  |
| <b>9</b>  | 27           | \$ 5,940.00      | \$ 5,049.00  | \$ 6,548.14  |
| <b>10</b> | 30.25        | \$ 6,655.00      | \$ 5,656.75  | \$ 7,370.39  |
| <b>11</b> | 34.25        | \$ 7,535.00      | \$ 6,404.75  | \$ 8,382.39  |
| <b>12</b> | 38.25        | \$ 8,415.00      | \$ 7,152.75  | \$ 9,394.39  |
| <b>13</b> | 42.25        | \$ 9,295.00      | \$ 7,900.75  | \$ 10,406.39 |
| <b>14</b> | 46.25        | \$ 10,175.00     | \$ 8,648.75  | \$ 11,418.39 |
| <b>15</b> | 50.50        | \$ 11,110.00     | \$ 9,443.50  | \$ 12,493.64 |
| <b>16</b> | 55.50        | \$ 12,210.00     | \$ 10,378.50 | \$ 13,758.64 |
| <b>17</b> | 60.50        | \$ 13,310.00     | \$ 11,313.50 | \$ 15,023.64 |
| <b>18</b> | 65.50        | \$ 14,410.00     | \$ 12,248.50 | \$ 16,288.64 |
| <b>19</b> | 70.50        | \$ 15,510.00     | \$ 13,183.50 | \$ 17,553.64 |
| <b>20</b> | 75.50        | \$ 16,610.00     | \$ 14,118.50 | \$ 18,818.64 |
| <b>21</b> | 80.50        | \$ 17,710.00     | \$ 15,053.50 | \$ 20,083.64 |
| <b>22</b> | 85.50        | \$ 18,810.00     | \$ 15,988.50 | \$ 21,348.64 |
| <b>23</b> | 90.50        | \$ 19,910.00     | \$ 16,923.50 | \$ 22,613.64 |
| <b>24</b> | 95.50        | \$ 21,010.00     | \$ 17,858.50 | \$ 23,878.64 |
| <b>25</b> | 100.75       | \$ 22,165.00     | \$ 18,840.25 | \$ 25,206.89 |
| <b>26</b> | 106.75       | \$ 23,485.00     | \$ 19,962.25 | \$ 26,724.89 |
| <b>27</b> | 112.75       | \$ 24,805.00     | \$ 21,084.25 | \$ 28,242.89 |
| <b>28</b> | 118.75       | \$ 26,125.00     | \$ 22,206.25 | \$ 29,760.89 |
| <b>29</b> | 124.75       | \$ 27,445.00     | \$ 23,328.25 | \$ 31,278.89 |
| <b>30</b> | 131.00       | \$ 28,820.00     | \$ 24,497.00 | \$ 32,860.14 |
| <b>31</b> | 138.00       | \$ 30,360.00     | \$ 25,806.00 | \$ 34,631.14 |
| <b>32</b> | 145.00       | \$ 31,900.00     | \$ 27,115.00 | \$ 36,402.14 |
| <b>33</b> | 152.00       | \$ 33,440.00     | \$ 28,424.00 | \$ 38,173.14 |
| <b>34</b> | 159.00       | \$ 34,980.00     | \$ 29,733.00 | \$ 39,944.14 |
| <b>35</b> | 166.00       | \$ 36,520.00     | \$ 31,042.00 | \$ 41,715.14 |
| <b>36</b> | 173.00       | \$ 38,060.00     | \$ 32,351.00 | \$ 43,486.14 |
| <b>37</b> | 180.00       | \$ 39,600.00     | \$ 33,660.00 | \$ 45,257.14 |
| <b>38</b> | 187.00       | \$ 41,140.00     | \$ 34,969.00 | \$ 47,028.14 |
| <b>39</b> | 194.00       | \$ 42,680.00     | \$ 36,278.00 | \$ 48,799.14 |
| <b>40</b> | 201.00       | \$ 44,220.00     | \$ 37,587.00 | \$ 50,570.14 |
| <b>41</b> | 208.00       | \$ 45,760.00     | \$ 38,896.00 | \$ 52,341.14 |
| <b>42</b> | 215.00       | \$ 47,300.00     | \$ 40,205.00 | \$ 54,112.14 |
| <b>43</b> | 222.00       | \$ 48,840.00     | \$ 41,514.00 | \$ 55,883.14 |
| <b>44</b> | 229.00       | \$ 50,380.00     | \$ 42,823.00 | \$ 57,654.14 |
| <b>45</b> | 236.00       | \$ 51,920.00     | \$ 44,132.00 | \$ 59,425.14 |
| <b>46</b> | 243.00       | \$ 53,460.00     | \$ 45,441.00 | \$ 61,196.14 |
| <b>47</b> | 250.00       | \$ 55,000.00     | \$ 46,750.00 | \$ 62,967.14 |
| <b>48</b> | 257.00       | \$ 56,540.00     | \$ 48,059.00 | \$ 64,738.14 |
| <b>49</b> | 264.00       | \$ 58,080.00     | \$ 49,368.00 | \$ 66,509.14 |
| <b>50</b> | 271.25       | \$ 59,675.00     | \$ 50,723.75 | \$ 68,343.39 |

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> | <b>-15%</b>   | <b>+15%</b>   |
|-----------|--------------|------------------|---------------|---------------|
| <b>51</b> | 279.25       | \$ 61,435.00     | \$ 52,219.75  | \$ 70,367.39  |
| <b>52</b> | 287.25       | \$ 63,195.00     | \$ 53,715.75  | \$ 72,391.39  |
| <b>53</b> | 295.25       | \$ 64,955.00     | \$ 55,211.75  | \$ 74,415.39  |
| <b>54</b> | 303.25       | \$ 66,715.00     | \$ 56,707.75  | \$ 76,439.39  |
| <b>55</b> | 311.25       | \$ 68,475.00     | \$ 58,203.75  | \$ 78,463.39  |
| <b>56</b> | 319.25       | \$ 70,235.00     | \$ 59,699.75  | \$ 80,487.39  |
| <b>57</b> | 327.25       | \$ 71,995.00     | \$ 61,195.75  | \$ 82,511.39  |
| <b>58</b> | 335.25       | \$ 73,755.00     | \$ 62,691.75  | \$ 84,535.39  |
| <b>59</b> | 343.25       | \$ 75,515.00     | \$ 64,187.75  | \$ 86,559.39  |
| <b>60</b> | 351.25       | \$ 77,275.00     | \$ 65,683.75  | \$ 88,583.39  |
| <b>61</b> | 359.25       | \$ 79,035.00     | \$ 67,179.75  | \$ 90,607.39  |
| <b>62</b> | 367.25       | \$ 80,795.00     | \$ 68,675.75  | \$ 92,631.39  |
| <b>63</b> | 375.25       | \$ 82,555.00     | \$ 70,171.75  | \$ 94,655.39  |
| <b>64</b> | 383.25       | \$ 84,315.00     | \$ 71,667.75  | \$ 96,679.39  |
| <b>65</b> | 391.25       | \$ 86,075.00     | \$ 73,163.75  | \$ 98,703.39  |
| <b>66</b> | 399.25       | \$ 87,835.00     | \$ 74,659.75  | \$ 100,727.39 |
| <b>67</b> | 407.25       | \$ 89,595.00     | \$ 76,155.75  | \$ 102,751.39 |
| <b>68</b> | 415.25       | \$ 91,355.00     | \$ 77,651.75  | \$ 104,775.39 |
| <b>69</b> | 423.25       | \$ 93,115.00     | \$ 79,147.75  | \$ 106,799.39 |
| <b>70</b> | 433.25       | \$ 116,977.50    | \$ 99,430.88  | \$ 134,176.98 |
| <b>71</b> | 449.25       | \$ 121,297.50    | \$ 103,102.88 | \$ 139,144.98 |
| <b>72</b> | 465.25       | \$ 125,617.50    | \$ 106,774.88 | \$ 144,112.98 |
| <b>73</b> | 481.25       | \$ 129,937.50    | \$ 110,446.88 | \$ 149,080.98 |
| <b>74</b> | 497.25       | \$ 134,257.50    | \$ 114,118.88 | \$ 154,048.98 |
| <b>75</b> | 513.25       | \$ 138,577.50    | \$ 117,790.88 | \$ 159,016.98 |
| <b>76</b> | 529.25       | \$ 142,897.50    | \$ 121,462.88 | \$ 163,984.98 |
| <b>77</b> | 545.25       | \$ 147,217.50    | \$ 125,134.88 | \$ 168,952.98 |
| <b>78</b> | 561.25       | \$ 151,537.50    | \$ 128,806.88 | \$ 173,920.98 |
| <b>79</b> | 577.25       | \$ 155,857.50    | \$ 132,478.88 | \$ 178,888.98 |
| <b>80</b> | 593.25       | \$ 160,177.50    | \$ 136,150.88 | \$ 183,856.98 |
| <b>81</b> | 609.25       | \$ 164,497.50    | \$ 139,822.88 | \$ 188,824.98 |
| <b>82</b> | 625.25       | \$ 168,817.50    | \$ 143,494.88 | \$ 193,792.98 |
| <b>83</b> | 641.25       | \$ 173,137.50    | \$ 147,166.88 | \$ 198,760.98 |
| <b>84</b> | 657.25       | \$ 177,457.50    | \$ 150,838.88 | \$ 203,728.98 |
| <b>85</b> | 673.25       | \$ 181,777.50    | \$ 154,510.88 | \$ 208,696.98 |
| <b>86</b> | 689.25       | \$ 186,097.50    | \$ 158,182.88 | \$ 213,664.98 |
| <b>87</b> | 705.25       | \$ 190,417.50    | \$ 161,854.88 | \$ 218,632.98 |
| <b>88</b> | 721.25       | \$ 194,737.50    | \$ 165,526.88 | \$ 223,600.98 |
| <b>89</b> | 737.25       | \$ 199,057.50    | \$ 169,198.88 | \$ 228,568.98 |
| <b>90</b> | 753.25       | \$ 203,377.50    | \$ 172,870.88 | \$ 233,536.98 |
| <b>91</b> | 769.25       | \$ 207,697.50    | \$ 176,542.88 | \$ 238,504.98 |
| <b>92</b> | 785.25       | \$ 212,017.50    | \$ 180,214.88 | \$ 243,472.98 |
| <b>93</b> | 801.25       | \$ 216,337.50    | \$ 183,886.88 | \$ 248,440.98 |
| <b>94</b> | 817.25       | \$ 220,657.50    | \$ 187,558.88 | \$ 253,408.98 |
| <b>95</b> | 833.25       | \$ 224,977.50    | \$ 191,230.88 | \$ 258,376.98 |
| <b>96</b> | 849.25       | \$ 229,297.50    | \$ 194,902.88 | \$ 263,344.98 |
| <b>97</b> | 865.25       | \$ 233,617.50    | \$ 198,574.88 | \$ 268,312.98 |
| <b>98</b> | 881.25       | \$ 237,937.50    | \$ 202,246.88 | \$ 273,280.98 |
| <b>99</b> | 897.25       | \$ 242,257.50    | \$ 205,918.88 | \$ 278,248.98 |



**PERMANENT DISABILITY RATES 2004**

| %  | Weeks  | Indemnity   | %  | Weeks  | Indemnity   | %  | Weeks  | Indemnity    | %  | Weeks  | Indemnity    |
|----|--------|-------------|----|--------|-------------|----|--------|--------------|----|--------|--------------|
| 1  | 4.00   | \$ 800.00   | 26 | 121.50 | \$24,300.00 | 51 | 294.00 | \$ 58,800.00 | 76 | 500.25 | \$125,062.50 |
| 2  | 8.00   | \$ 1,600.00 | 27 | 127.50 | \$25,500.00 | 52 | 302.00 | \$ 60,400.00 | 77 | 509.25 | \$127,312.50 |
| 3  | 12.00  | \$ 2,400.00 | 28 | 133.50 | \$26,700.00 | 53 | 310.00 | \$ 62,000.00 | 78 | 518.25 | \$129,562.50 |
| 4  | 16.00  | \$ 3,200.00 | 29 | 139.50 | \$27,900.00 | 54 | 318.00 | \$ 63,600.00 | 79 | 527.25 | \$131,812.50 |
| 5  | 20.00  | \$ 4,000.00 | 30 | 145.75 | \$29,150.00 | 55 | 326.00 | \$ 65,200.00 | 80 | 536.25 | \$134,062.50 |
| 6  | 24.00  | \$ 4,800.00 | 31 | 152.75 | \$30,550.00 | 56 | 334.00 | \$ 66,800.00 | 81 | 545.25 | \$136,312.50 |
| 7  | 28.00  | \$ 5,600.00 | 32 | 159.75 | \$31,950.00 | 57 | 342.00 | \$ 68,400.00 | 82 | 554.25 | \$138,562.50 |
| 8  | 32.00  | \$ 6,400.00 | 33 | 166.75 | \$33,350.00 | 58 | 350.00 | \$ 70,000.00 | 83 | 563.25 | \$140,812.50 |
| 9  | 36.00  | \$ 7,200.00 | 34 | 173.75 | \$34,750.00 | 59 | 358.00 | \$ 71,600.00 | 84 | 572.25 | \$143,062.50 |
| 10 | 40.25  | \$ 8,050.00 | 35 | 180.75 | \$36,150.00 | 60 | 366.00 | \$ 73,200.00 | 85 | 581.25 | \$145,312.50 |
| 11 | 45.25  | \$ 9,050.00 | 36 | 187.75 | \$37,550.00 | 61 | 374.00 | \$ 74,800.00 | 86 | 590.25 | \$147,562.50 |
| 12 | 50.25  | \$10,050.00 | 37 | 194.75 | \$38,950.00 | 62 | 382.00 | \$ 76,400.00 | 87 | 599.25 | \$149,812.50 |
| 13 | 55.25  | \$11,050.00 | 38 | 201.75 | \$40,350.00 | 63 | 390.00 | \$ 78,000.00 | 88 | 608.25 | \$152,062.50 |
| 14 | 60.25  | \$12,050.00 | 39 | 208.75 | \$41,750.00 | 64 | 398.00 | \$ 79,600.00 | 89 | 617.25 | \$154,312.50 |
| 15 | 65.25  | \$13,050.00 | 40 | 215.75 | \$43,150.00 | 65 | 406.00 | \$ 81,200.00 | 90 | 626.25 | \$156,562.50 |
| 16 | 70.25  | \$14,050.00 | 41 | 222.75 | \$44,550.00 | 66 | 414.00 | \$ 82,800.00 | 91 | 635.25 | \$158,812.50 |
| 17 | 75.25  | \$15,050.00 | 42 | 229.75 | \$45,950.00 | 67 | 422.00 | \$ 84,400.00 | 92 | 644.25 | \$161,062.50 |
| 18 | 80.25  | \$16,050.00 | 43 | 236.75 | \$47,350.00 | 68 | 430.00 | \$ 86,000.00 | 93 | 653.25 | \$163,312.50 |
| 19 | 85.25  | \$17,050.00 | 44 | 243.75 | \$48,750.00 | 69 | 438.00 | \$ 87,600.00 | 94 | 662.25 | \$165,562.50 |
| 20 | 90.25  | \$18,050.00 | 45 | 250.75 | \$50,150.00 | 70 | 446.25 | \$111,562.50 | 95 | 671.25 | \$167,812.50 |
| 21 | 95.25  | \$19,050.00 | 46 | 257.75 | \$51,550.00 | 71 | 455.25 | \$113,812.50 | 96 | 680.25 | \$170,062.50 |
| 22 | 100.25 | \$20,050.00 | 47 | 264.75 | \$52,950.00 | 72 | 464.25 | \$116,062.50 | 97 | 689.25 | \$172,312.50 |
| 23 | 105.25 | \$21,050.00 | 48 | 271.75 | \$54,350.00 | 73 | 473.25 | \$118,312.50 | 98 | 698.25 | \$174,562.50 |
| 24 | 110.25 | \$22,050.00 | 49 | 278.75 | \$55,750.00 | 74 | 482.25 | \$120,562.50 | 99 | 707.25 | \$176,812.50 |
| 25 | 115.50 | \$23,100.00 | 50 | 286.00 | \$57,200.00 | 75 | 491.25 | \$122,812.50 |    |        |              |

**PERMANENT DISABILITY RATES 2003**

| %  | Weeks | Indemnity   | %  | Weeks  | Indemnity   | %  | Weeks  | Indemnity    | %  | Weeks  | Indemnity    |
|----|-------|-------------|----|--------|-------------|----|--------|--------------|----|--------|--------------|
| 1  | 3     | \$ 555.00   | 26 | 101.75 | \$18,823.75 | 51 | 274.25 | \$ 50,736.25 | 76 | 480.50 | \$110,515.00 |
| 2  | 6     | \$ 1,110.00 | 27 | 107.75 | \$19,933.75 | 52 | 282.25 | \$ 52,216.25 | 77 | 489.50 | \$112,585.00 |
| 3  | 9     | \$ 1,665.00 | 28 | 113.75 | \$21,043.75 | 53 | 290.25 | \$ 53,696.25 | 78 | 498.50 | \$114,655.00 |
| 4  | 12    | \$ 2,220.00 | 29 | 119.75 | \$22,153.75 | 54 | 298.25 | \$ 55,176.25 | 79 | 507.50 | \$116,725.00 |
| 5  | 15    | \$ 2,775.00 | 30 | 126.00 | \$23,310.00 | 55 | 306.25 | \$ 56,656.25 | 80 | 516.50 | \$118,795.00 |
| 6  | 18    | \$ 3,330.00 | 31 | 133.00 | \$24,605.00 | 56 | 314.25 | \$ 58,136.25 | 81 | 525.50 | \$120,865.00 |
| 7  | 21    | \$ 3,885.00 | 32 | 140.00 | \$25,900.00 | 57 | 322.25 | \$ 59,616.25 | 82 | 534.50 | \$122,935.00 |
| 8  | 24    | \$ 4,440.00 | 33 | 147.00 | \$27,195.00 | 58 | 330.25 | \$ 61,096.25 | 83 | 543.50 | \$125,005.00 |
| 9  | 27    | \$ 4,995.00 | 34 | 154.00 | \$28,490.00 | 59 | 338.25 | \$ 62,576.25 | 84 | 552.50 | \$127,075.00 |
| 10 | 30.25 | \$ 5,596.25 | 35 | 161.00 | \$29,785.00 | 60 | 346.25 | \$ 64,056.25 | 85 | 561.50 | \$129,145.00 |
| 11 | 34.25 | \$ 6,336.25 | 36 | 168.00 | \$31,080.00 | 61 | 354.25 | \$ 65,536.25 | 86 | 570.50 | \$131,215.00 |
| 12 | 38.25 | \$ 7,076.25 | 37 | 175.00 | \$32,375.00 | 62 | 362.25 | \$ 67,016.25 | 87 | 579.50 | \$133,285.00 |
| 13 | 42.25 | \$ 7,816.25 | 38 | 182.00 | \$33,670.00 | 63 | 370.25 | \$ 68,496.25 | 88 | 588.50 | \$135,355.00 |
| 14 | 46.25 | \$ 8,556.25 | 39 | 189.00 | \$34,965.00 | 64 | 378.25 | \$ 69,976.25 | 89 | 597.50 | \$137,425.00 |
| 15 | 50.25 | \$ 9,296.25 | 40 | 196.00 | \$36,260.00 | 65 | 386.25 | \$ 71,456.25 | 90 | 606.50 | \$139,495.00 |
| 16 | 54.25 | \$10,036.25 | 41 | 203.00 | \$37,555.00 | 66 | 394.25 | \$ 72,936.25 | 91 | 615.50 | \$141,565.00 |
| 17 | 58.25 | \$10,776.25 | 42 | 210.00 | \$38,850.00 | 67 | 402.25 | \$ 74,416.25 | 92 | 624.50 | \$143,635.00 |
| 18 | 62.25 | \$11,516.25 | 43 | 217.00 | \$40,145.00 | 68 | 410.25 | \$ 75,896.25 | 93 | 633.50 | \$145,705.00 |
| 19 | 66.25 | \$12,256.25 | 44 | 224.00 | \$41,440.00 | 69 | 418.25 | \$ 77,376.25 | 94 | 642.50 | \$147,775.00 |
| 20 | 70.50 | \$13,042.50 | 45 | 231.00 | \$42,735.00 | 70 | 426.50 | \$ 98,095.00 | 95 | 651.50 | \$149,845.00 |
| 21 | 75.50 | \$13,967.50 | 46 | 238.00 | \$44,030.00 | 71 | 435.50 | \$100,165.00 | 96 | 660.50 | \$151,915.00 |
| 22 | 80.50 | \$14,892.50 | 47 | 245.00 | \$45,325.00 | 72 | 444.50 | \$102,235.00 | 97 | 669.50 | \$153,985.00 |
| 23 | 85.50 | \$15,817.50 | 48 | 252.00 | \$46,620.00 | 73 | 453.50 | \$104,305.00 | 98 | 678.50 | \$156,055.00 |
| 24 | 90.50 | \$16,742.50 | 49 | 259.00 | \$47,915.00 | 74 | 462.50 | \$106,375.00 | 99 | 687.50 | \$158,125.00 |
| 25 | 95.75 | \$17,713.75 | 50 | 266.25 | \$49,256.25 | 75 | 471.50 | \$108,445.00 |    |        |              |

**PERMANENT DISABILITY RATES 1996 - 2002**

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> |
|-----------|--------------|------------------|
| <b>1</b>  | 3            | \$ 420.00        |
| <b>2</b>  | 6            | \$ 840.00        |
| <b>3</b>  | 9            | \$ 1,260.00      |
| <b>4</b>  | 12           | \$ 1,680.00      |
| <b>5</b>  | 15           | \$ 2,100.00      |
| <b>6</b>  | 18           | \$ 2,520.00      |
| <b>7</b>  | 21           | \$ 2,940.00      |
| <b>8</b>  | 24           | \$ 3,360.00      |
| <b>9</b>  | 27           | \$ 3,780.00      |
| <b>10</b> | 30.25        | \$ 4,235.00      |
| <b>11</b> | 34.25        | \$ 4,795.00      |
| <b>12</b> | 38.25        | \$ 5,355.00      |
| <b>13</b> | 42.25        | \$ 5,915.00      |
| <b>14</b> | 46.25        | \$ 6,475.00      |
| <b>15</b> | 50.25        | \$ 8,040.00      |
| <b>16</b> | 54.25        | \$ 7,595.00      |
| <b>17</b> | 58.25        | \$ 9,320.00      |
| <b>18</b> | 62.25        | \$ 9,960.00      |
| <b>19</b> | 66.25        | \$ 10,600.00     |
| <b>20</b> | 70.50        | \$ 11,280.00     |
| <b>21</b> | 75.50        | \$ 12,080.00     |
| <b>22</b> | 80.50        | \$ 12,880.00     |
| <b>23</b> | 85.50        | \$ 13,680.00     |
| <b>24</b> | 90.50        | \$ 14,480.00     |
| <b>25</b> | 95.75        | \$ 16,277.50     |

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> |
|-----------|--------------|------------------|
| <b>26</b> | 101.75       | \$ 17,297.50     |
| <b>27</b> | 107.75       | \$ 18,317.50     |
| <b>28</b> | 113.75       | \$ 19,337.50     |
| <b>29</b> | 119.75       | \$ 20,357.50     |
| <b>30</b> | 126.00       | \$ 21,420.00     |
| <b>31</b> | 133.00       | \$ 22,610.00     |
| <b>32</b> | 140.00       | \$ 23,800.00     |
| <b>33</b> | 147.00       | \$ 24,990.00     |
| <b>34</b> | 154.00       | \$ 26,180.00     |
| <b>35</b> | 161.00       | \$ 27,370.00     |
| <b>36</b> | 168.00       | \$ 28,560.00     |
| <b>37</b> | 175.00       | \$ 29,750.00     |
| <b>38</b> | 182.00       | \$ 30,940.00     |
| <b>39</b> | 189.00       | \$ 32,130.00     |
| <b>40</b> | 196.00       | \$ 33,320.00     |
| <b>41</b> | 203.00       | \$ 34,510.00     |
| <b>42</b> | 210.00       | \$ 35,700.00     |
| <b>43</b> | 217.00       | \$ 36,890.00     |
| <b>44</b> | 224.00       | \$ 38,080.00     |
| <b>45</b> | 231.00       | \$ 39,270.00     |
| <b>46</b> | 238.00       | \$ 40,460.00     |
| <b>47</b> | 245.00       | \$ 41,650.00     |
| <b>48</b> | 252.00       | \$ 42,840.00     |
| <b>49</b> | 259.00       | \$ 44,030.00     |
| <b>50</b> | 266.25       | \$ 45,262.50     |

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> |
|-----------|--------------|------------------|
| <b>51</b> | 274.25       | \$ 46,622.50     |
| <b>52</b> | 282.25       | \$ 47,982.50     |
| <b>53</b> | 290.25       | \$ 49,342.50     |
| <b>54</b> | 298.25       | \$ 50,702.50     |
| <b>55</b> | 306.25       | \$ 52,062.50     |
| <b>56</b> | 314.25       | \$ 53,422.50     |
| <b>57</b> | 322.25       | \$ 54,782.50     |
| <b>58</b> | 330.25       | \$ 56,142.50     |
| <b>59</b> | 338.25       | \$ 57,502.50     |
| <b>60</b> | 346.25       | \$ 58,862.50     |
| <b>61</b> | 354.25       | \$ 60,222.50     |
| <b>62</b> | 362.25       | \$ 61,582.50     |
| <b>63</b> | 370.25       | \$ 62,942.50     |
| <b>64</b> | 378.25       | \$ 64,302.50     |
| <b>65</b> | 386.25       | \$ 65,662.50     |
| <b>66</b> | 394.25       | \$ 67,022.50     |
| <b>67</b> | 402.25       | \$ 68,382.50     |
| <b>68</b> | 410.25       | \$ 69,742.50     |
| <b>69</b> | 418.25       | \$ 71,102.50     |
| <b>70</b> | 426.50       | \$ 98,095.00     |
| <b>71</b> | 435.50       | \$ 100,165.00    |
| <b>72</b> | 444.50       | \$ 102,235.00    |
| <b>73</b> | 453.50       | \$ 104,305.00    |
| <b>74</b> | 462.50       | \$ 106,375.00    |
| <b>75</b> | 471.50       | \$ 108,445.00    |

| <b>%</b>  | <b>Weeks</b> | <b>Indemnity</b> |
|-----------|--------------|------------------|
| <b>76</b> | 480.50       | \$ 110,515.00    |
| <b>77</b> | 489.50       | \$ 112,585.00    |
| <b>78</b> | 498.50       | \$ 114,655.00    |
| <b>79</b> | 507.50       | \$ 116,725.00    |
| <b>80</b> | 516.50       | \$ 118,795.00    |
| <b>81</b> | 525.50       | \$ 120,865.00    |
| <b>82</b> | 534.50       | \$ 122,935.00    |
| <b>83</b> | 543.50       | \$ 125,005.00    |
| <b>84</b> | 552.50       | \$ 127,075.00    |
| <b>85</b> | 561.50       | \$ 129,145.00    |
| <b>86</b> | 570.50       | \$ 131,215.00    |
| <b>87</b> | 579.50       | \$ 133,285.00    |
| <b>88</b> | 588.50       | \$ 135,355.00    |
| <b>89</b> | 597.50       | \$ 137,425.00    |
| <b>90</b> | 606.50       | \$ 139,495.00    |
| <b>91</b> | 615.50       | \$ 141,565.00    |
| <b>92</b> | 624.50       | \$ 143,635.00    |
| <b>93</b> | 633.50       | \$ 145,705.00    |
| <b>94</b> | 642.50       | \$ 147,775.00    |
| <b>95</b> | 651.50       | \$ 149,845.00    |
| <b>96</b> | 660.50       | \$ 151,915.00    |
| <b>97</b> | 669.50       | \$ 153,985.00    |
| <b>98</b> | 678.50       | \$ 156,055.00    |
| <b>99</b> | 687.50       | \$ 158,125.00    |





## COMBINED VALUES CHART (CON'T)

|     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |    |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|
| 61  | 51  | 52  | 53  | 54  | 55  | 56  | 57  | 58  | 59  | 50  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78 |
| 62  | 52  | 53  | 54  | 55  | 56  | 57  | 58  | 59  | 50  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79 |
| 63  | 53  | 54  | 55  | 56  | 57  | 58  | 59  | 50  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  |    |
| 64  | 54  | 55  | 56  | 57  | 58  | 59  | 50  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  |    |
| 65  | 55  | 56  | 57  | 58  | 59  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  |    |
| 66  | 56  | 57  | 58  | 59  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  |    |
| 67  | 57  | 58  | 59  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  |    |
| 68  | 58  | 59  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  |    |
| 69  | 59  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  |    |
| 70  | 60  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  |    |
| 71  | 61  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  |    |
| 72  | 62  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  |    |
| 73  | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  |    |
| 74  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  |    |
| 75  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  |    |
| 76  | 66  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  |    |
| 77  | 67  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  |    |
| 78  | 68  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  |    |
| 79  | 69  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  |    |
| 80  | 70  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  |    |
| 81  | 71  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  |    |
| 82  | 72  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  |    |
| 83  | 73  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 |    |
| 84  | 74  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 |    |
| 85  | 75  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 |    |
| 86  | 76  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 |    |
| 87  | 77  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 |    |
| 88  | 78  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 |    |
| 89  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 |    |
| 90  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 |    |
| 91  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 |    |
| 92  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 |    |
| 93  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 |    |
| 94  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 |    |
| 95  | 85  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 |    |
| 96  | 86  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 |    |
| 97  | 87  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 |    |
| 98  | 88  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 |    |
| 99  | 89  | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 |    |
| 100 | 90  | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 |    |
| 101 | 91  | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 |    |
| 102 | 92  | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 |    |
| 103 | 93  | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 |    |
| 104 | 94  | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 |    |
| 105 | 95  | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 |    |
| 106 | 96  | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 |    |
| 107 | 97  | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 |    |
| 108 | 98  | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 |    |
| 109 | 99  | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 |    |
| 110 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 |    |
| 111 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 |    |
| 112 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 |    |
| 113 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 |    |
| 114 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 |    |
| 115 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 |    |
| 116 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 |    |
| 117 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 |     |     |     |     |     |     |    |

[illegible]



### TRENDING TOPICS

Winning Post – Termination CT Claims

Pay, Object or Waive!! – *Defending liens and costs under the new law.*

Vouchers – *Are we obligated to pay??*

Whose Burden is it Anyway? – *Winning through use of the “burden of proof”*

Reopening New & Further Benefits

Avoiding Litigation Potholes

Additional topics include: limiting temporary disability, making proper permanent disability payments – with or without life pension, interpreting medical reports, drafting effective settlement documents, apportionment and “overlap”, effective medical-legal exams and many, many more!!

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## Useful Web Sites

|  |  |
|--|--|
| <b>Schlossberg &amp; Umholtz</b>               | <a href="http://www.schlossberglaw.com/">www.schlossberglaw.com/</a>   |
| Attorney Search                                | <a href="http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch">members.calbar.ca.gov/fal/MemberSearch/QuickSearch</a>   |
| Benefit Notice Manual                          | <a href="http://dir.ca.gov/dwc/BenefitNoticeManual/BenefitNoticeManual.pdf">dir.ca.gov/dwc/BenefitNoticeManual/BenefitNoticeManual.pdf</a>   |
| BPPE (Old Vouchers)                            | <a href="http://bppe.ca.gov/">bppe.ca.gov/</a>   |
| Business License Search                        | <a href="http://search.dca.ca.gov/">search.dca.ca.gov/</a>   |
| Benefits Page                                  | <a href="http://www.dir.ca.gov/dwc/WorkersCompensationBenefits.htm">www.dir.ca.gov/dwc/WorkersCompensationBenefits.htm</a>   |
| CMS Website                                    | <a href="http://www.cms.gov/">www.cms.gov/</a>   |
| CMS MSA  | <a href="http://www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Workers-Compensation-Medicare-Set-Aside-Arrangements/WCMSA-Overview.html">www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Workers-Compensation-Medicare-Set-Aside-Arrangements/WCMSA-Overview.html</a> |
| DEU Commutation Tools                          | <a href="http://www.dir.ca.gov/dwc/commtemps.zip">www.dir.ca.gov/dwc/commtemps.zip</a>   |
| EAMS Case Search                               | <a href="http://eams.dwc.ca.gov/WebEnhancement/">eams.dwc.ca.gov/WebEnhancement/</a>   |
| Eligible Training Provider List (New Vouchers) | <a href="http://www.edd.ca.gov/Jobs_and_Training/Eligible_Training_Provider_List.htm">www.edd.ca.gov/Jobs_and_Training/Eligible_Training_Provider_List.htm</a>   |
| DIR Guide for Injured Workers                  | <a href="http://www.dir.ca.gov/InjuredWorkerGuidebook/InjuredWorkerGuidebook.html">www.dir.ca.gov/InjuredWorkerGuidebook/InjuredWorkerGuidebook.html</a>   |
| Health Care Blue Book                          | <a href="http://healthcarebluebook.com/">healthcarebluebook.com/</a>   |
| Interpreter Search                             | <a href="http://www.courts.ca.gov/35273.htm">www.courts.ca.gov/35273.htm</a>   |
| Judge's Policy & Procedure Manual              | <a href="http://www.dir.ca.gov/wcab/wcab_policy_proceduremanual/Policy_andProcedureManual.pdf">www.dir.ca.gov/wcab/wcab_policy_proceduremanual/Policy_andProcedureManual.pdf</a>   |
| California Labor Code                          | <a href="http://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=LAB&amp;tocTitle=+Labor+Code+-+LAB">leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=LAB&amp;tocTitle=+Labor+Code+-+LAB</a>   |
| Prof. License Search                           | <a href="http://www.breeze.ca.gov/datamart/mainMenu.do">www.breeze.ca.gov/datamart/mainMenu.do</a>   |
| OCR Forms                                      | <a href="http://www.dir.ca.gov/dwc/forms.html#EAMSForms">www.dir.ca.gov/dwc/forms.html#EAMSForms</a>   |
| OSIP (Self-Insureds)                           | <a href="http://www.dir.ca.gov/osip/">www.dir.ca.gov/osip/</a>   |
| Panel QME Request                              | <a href="http://efiling.dir.ca.gov/QMEO/pages/home.jsp">efiling.dir.ca.gov/QMEO/pages/home.jsp</a>   |
| Permanent Disability Rating Schedule           | <a href="http://www.dir.ca.gov/dwc/PDR.pdf">www.dir.ca.gov/dwc/PDR.pdf</a>   |
| QME Database                                   | <a href="http://www.dir.ca.gov/databases/dwc/qmestartnew.asp">www.dir.ca.gov/databases/dwc/qmestartnew.asp</a>   |
| QME Disciplined List                           | <a href="http://www.dir.ca.gov/dwc/medicalunit/DisciplineList.html">www.dir.ca.gov/dwc/medicalunit/DisciplineList.html</a>   |
| UAN Attorneys                                  | <a href="http://www.dir.ca.gov/DWC/EAMS/EAMS-LC/EAMSReps.asp">www.dir.ca.gov/DWC/EAMS/EAMS-LC/EAMSReps.asp</a>   |
| UAN Claims Administrators                      | <a href="http://www.dir.ca.gov/DWC/EAMS/EAMS-LC/EAMSClaimsAdmins.asp">www.dir.ca.gov/DWC/EAMS/EAMS-LC/EAMSClaimsAdmins.asp</a>   |
| WCAB District Offices                          | <a href="http://www.dir.ca.gov/wcab/wcab_offices.htm">www.dir.ca.gov/wcab/wcab_offices.htm</a>   |
| WCAB En Banc Decisions                         | <a href="http://www.dir.ca.gov/wcab/wcab_enbanc.htm">www.dir.ca.gov/wcab/wcab_enbanc.htm</a>   |
| WCAB Significant Panel Decisions               | <a href="http://www.dir.ca.gov/wcab/wcab_panel.htm">www.dir.ca.gov/wcab/wcab_panel.htm</a>   |
| WCIRB (Coverage) Search                        | <a href="http://www.caworkcompcoverage.com/">www.caworkcompcoverage.com/</a>   |



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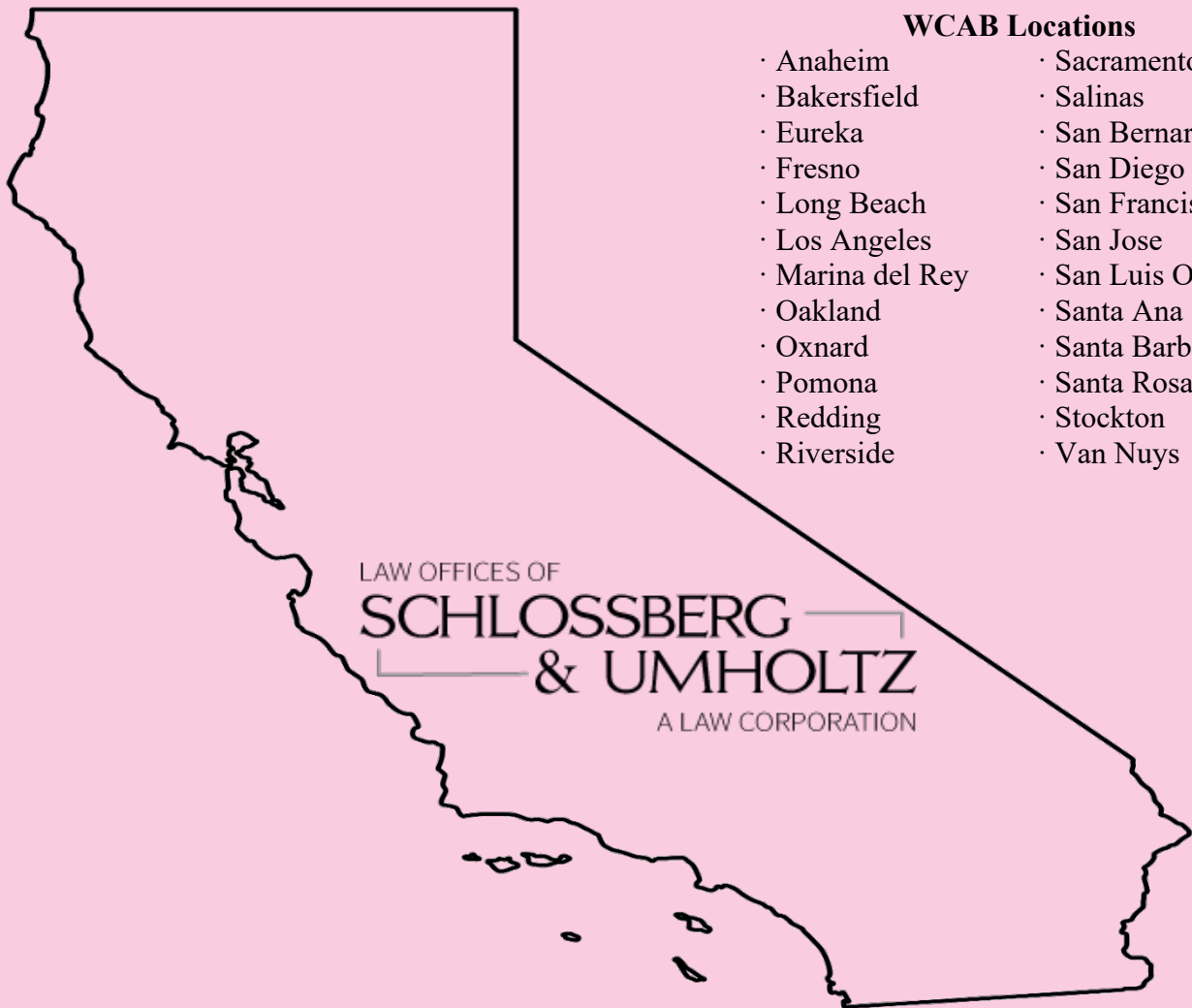
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