

**CLAIM RESOLUTION SETTLEMENT AGREEMENT BETWEEN  
DANIEL GALOVIC and CITY OF EVERETT**

**Daniel Galovic** (Claimant), represented by Robert Silber, of Staton Silber, P.S. and the employer, City of Everett, enter into this agreement pursuant to RCW 51.04.063 to resolve all issues within claim numbers: SY58591, W400322, W280505, W037258, W037227, SL62901, SB43611, SG86021, and SJ96124; hereinafter, referred to as (the Claims), and to seek approval of this agreement from the Board of Industrial Insurance Appeals (Board).

**1. Parties to the Agreement**

Pursuant to RCW 51.04.063, the parties to this agreement are:

**a. Claimant**

Name	<b>Daniel Galovic</b>
Claimant Address	10406 Spruce Ave. Granite Falls WA 98252
Represented by	Robert Silber Staton Silber, P.S. 19929 Ballinger Way NE, Suite 101 Seattle, WA 98155 Phone: (206) 519-5740 Email: robert@statonsilber.com WSBA #: 33882

**b. Employer**

<b>City of Everett</b>	
Address	2930 Wetmore Avenue Everett, WA 98201
Represented by	Cassie Franklin, Mayor, City of Everett Marista Jorve, City Clerk, City of Everett David Hall, City Attorney, City of Attorney

**No other employer is subject to any responsibility or burden under these Claims.**

**2. Criteria to Settle the Impacted Claim**

The parties stipulate and agree that the following information is true and correct.

<b>Claimant Criteria to Settle</b>	
Date of Birth and Age of Claimant	Date of Birth: 12/29/1965 Claimant is 58 years of age.
Gender	Male
Life Expectancy of Claimant	83.0 years pursuant to the tables provided by the Social Security Administration. Claimant is expected to live

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Marital Status	Not Married
Dependents	Two (registered in school, under the age of 25)
Other Benefits	None

CLAIM #1	
Claim Number	<b>SY-58591</b>
Date of Injury	12/02/2021
Description of Injury	Post-Traumatic Stress Disorder (PTSD) – Occupational Disease
Nature and Extent of Condition and Disability	This is an Occupational Disease claim for PTSD based on cumulative trauma.
Date Claim Received by Department	February 25, 2022
Date of Claim Allowance	Claim was allowed by Department order dated March 25, 2022.
Date Allowance Order Became Final	The allowance order became final sixty (60) days after Claimant received the order, which would have been on or about May 25, 2022.
Attending Provider	Truc Nguyen, ARNP
Claim Status	Open. This Claim will be closed as part of this agreement.

Condition(s)	
Accepted Conditions	<b>PTSD.<sup>1</sup></b> <sup>1</sup> Hereafter referred to as Accepted Conditions

CLAIM #2	
Claim Number	<b>W-400322</b>
Date of Injury	08/02/1999
Description of Injury	Right ankle
Nature and Extent of Condition and Disability	Sprain of right ankle. No disability impairment award.
Date Claim Received by Department/Date of Claim Allowance/Date Allowance Order Became Final	No allowance order was ever issued on this claim because it was a medical only claim. However, because the claim was finally and bindingly closed on January 17, 2001, as a matter of law, this claim has been finally and bindingly allowed. Further, the parties stipulate

Claim Status	Closed. This Claim will remain closed as part of this agreement.
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Condition(s)	
Accepted Conditions	<b>Right ankle sprain.<sup>1</sup></b> <sup>1</sup> Hereafter referred to as Accepted Conditions

CLAIM #3	
Claim Number	<b>W-280505</b>
Date of Injury	07/26/1998
Description of Injury	Mental Health
Nature and Extent of Condition and Disability	Treatment only.
Date Claim Received by Department	Treatment only; no Department allowance order was issued.
Date Claim Received by Department/Date of Claim Allowance/Date Allowance Order Became Final	No allowance order was ever issued on this claim because it was a medical only claim. However, because the claim was finally and bindingly closed on March 22, 1999 as a matter of law, this claim has been finally and bindingly allowed. Further, the parties stipulate that as part of this Agreement, claim allowance is final and binding.
Claim Status	Closed. This Claim remain closed as part of this agreement.

Condition(s)	
Accepted Conditions	<b>Depression.<sup>1</sup></b> <sup>1</sup> Hereafter referred to as Accepted Conditions

CLAIM #4	
Claim Number	<b>W-037258</b>
Date of Injury	06/29/1997
Description of Injury	Strain of lower back.
Nature and Extent of Condition and Disability	Short term treatment. No time loss or impairment disability award paid.
Date Claim Received by Department	Treatment only claim; Department did not receive this claim or issue an allowance order
Date Claim Received by Department/Date of Claim Allowance/Date	No allowance order was ever issued on this claim because it was a medical only claim. However, because the claim was finally and bindingly closed on January

Allowance Order Became Final	16, 1998 as a matter of law, this claim has been finally and bindingly allowed. Further, the parties stipulate that as part of this Agreement, claim allowance is final and binding.
Claim Status	Closed. This Claim will remain closed as part of this agreement.

Condition(s)	
Accepted Conditions	<b>Lumbar strain.<sup>1</sup></b> <sup>1</sup> Hereafter referred to as Accepted Conditions

CLAIM #5	
Claim Number	<b>W-037227</b>
Date of Injury	07/17/1996
Description of Injury	Right elbow
Nature and Extent of Condition and Disability	Right upper extremity lateral epicondylitis. No disability impairment award
Date Claim Received by Department	On or about 8/01/1996.
Date of Claim Allowance	Claim was allowed by Department order dated 8/05/96.
Date Allowance Order Became Final	The allowance order became final sixty (60) days after Claimant received the order, which would have been on or about 10/05/96.
Attending Provider	Dr. Wertheimer
Claim Status	Originally closed by Department order 10/10/96. It reopened by Department order on January 16, 1997 and re-closed on August 11, 1997. This Claim will remain closed as part of this agreement.

Condition(s)	
Accepted Conditions	<b>Right elbow strain.<sup>1</sup></b> <sup>1</sup> Hereafter referred to as Accepted Conditions

CLAIM #6	
Claim Number	SL62901
Date of Injury	12/15/2017
Description of Injury	Back strain
Nature and Extent of Condition and Disability	Lumbar sprain. No disability impairment award
Date Claim Received by Department	October 19, 2018
Date of Claim Allowance	Claim was allowed by Department order dated November 7, 2018 and affirmed January 16, 2019
Date Allowance Order Became Final	The allowance order became final sixty (60) days after Claimant received the order, which would have been on or about March 16, 2019
Attending Provider	Andrew Albers, MD
Claim Status	Closed. This Claim will remain closed as part of this agreement.

CLAIM #7	
Claim Number	SB-43611
Date of Injury	2/10/2007
Description of Injury	Left shoulder strain.
Nature and Extent of Condition and Disability	Left shoulder strain. No disability impairment award
Date Claim Received by Department	Treatment only claim; not received by the Department
Date of Claim Allowance	N/A – Treatment only claim
Date Allowance Order Became Final	No allowance order was ever issued on this claim because it was a medical only claim. However, because the claim was finally and bindingly closed on March 27, 2008 as a matter of law, this claim has been finally and bindingly allowed. Further, the parties stipulate that as part of this Agreement, claim allowance is final

	and binding.
Attending Provider	Greg Norling MD, Proliance Surgeons
Claim Status	This Claim will remain closed as part of this agreement.

Condition(s)	
Accepted Conditions	Left shoulder strain. <sup>1</sup> <sup>1</sup> Hereafter referred to as Accepted Conditions

CLAIM #8	
Claim Number	SG-86021
Date of Injury	7/7/2012
Description of Injury	Right shoulder tendinitis.
Nature and Extent of Condition and Disability	Right shoulder injury. 3% impairment of the amputation value of the right arm at or above the deltoid insertion or by disarticulation at the shoulder awarded per 11/21/2013 closing order
Date Claim Received by Department	August 10, 2012
Date of Claim Allowance	Claim was allowed by Department order dated August 31, 2012
Date Allowance Order Became Final	The allowance order became final sixty (60) days after Claimant received the order, which would have been on or about October 31, 2012.
Attending Provider	Ralph Haller, MD
Claim Status	Closed. This Claim will remain closed as part of this agreement.

Condition(s)	
Accepted Conditions	Right shoulder tendinitis. <sup>1</sup> <sup>1</sup> Hereafter referred to as Accepted Conditions

CLAIM #9	
Claim Number	SJ-96124
Date of Injury	7/7/2015
Description of Injury	Lumbar sprain. No disability impairment award
Nature and Extent of Condition and Disability	Lumbar sprain
Date Claim Received by Department	August 4, 2015
Date of Claim Allowance	Claim was allowed by Department order dated August 20, 2015
Date Allowance Order Became Final	The allowance order became final sixty (60) days after Claimant received the order, which would have been on or about October 20, 2015
Attending Provider	Brett Schweizer DO
Claim Status	Closed. This Claim will remain closed as part of this agreement.

Condition(s)	
Accepted Conditions	Lumbar strain. <sup>1</sup> <sup>1</sup> Hereafter referred to as Accepted Conditions

**3. Claims Not Impacted**

The parties agree the scope of this agreement is limited to the Claims outlined above and no other claims are impacted by this agreement.

**4. No Further Disability Entitlement**

In consideration for the lump sum amount listed in Section 6–Lump Sum Payment, the Claimant relinquishes any further Washington Industrial Insurance Act disability benefits or payments to which the Claimant may be entitled under the Claim. Disability benefits include payment of time loss compensation (wage loss), loss of earning power (partial wage loss), permanent partial disability, permanent total disability and/or pension benefits.

**5. Vocational Entitlement**

In consideration for the lump sum amount set forth in Section 6–Lump Sum Payment, the Claimant relinquishes any further Washington Industrial Insurance Act vocational benefits/services to which the Claimant may be entitled under the Claim. The Claimant understands that vocational benefits/services include vocational assessment, vocational plan

development and job retraining.

**6. Lump Sum Payment**

In consideration of the release above, and for this agreement, the Employer agrees to pay the Claimant a lump sum of \$330,000.00. While the agreement is for a lump sum amount of \$330,000.00, pursuant to the requirements set out in RCW 51.04.063(2)(c), this lump sum shall be paid as outlined below:

Payment Schedule of Lump Sum	
Payment Amount	Payment Schedule
\$330,000.00	The lump sum payment will be made within fourteen (14) days after the revocation period has expired.
<b>Total Lump Sum</b>	<b>\$330,000.00</b>
No interest shall be paid or will be payable on the unpaid balance. No cost of living adjustment will be applied to the unpaid balance. Payments cannot be accelerated or deferred.	

Pursuant to Section 17-Attorney's Fees, of this agreement, the Claimant and attorney Robert Silber have agreed to a 15% contingent fee. After deducting the 15% fee of \$49,500.00 from the Lump Sum, the net amount is \$280,500.00. This translates to \$958 per month or \$221 per week of Daniel Galovic's life expectancy.

**7. Discharge of Payment**

The obligation of the Employer to make a full payment set out in Section 6—Lump Sum Payment, shall be discharged upon the mailing of a valid warrant for the required amount to the last known address as shown in the Employer's file. However, if the warrant is lost or otherwise not received, the Employer, upon prompt notification of non-receipt, will reissue the check subject to verification that the warrant has not been negotiated or otherwise cashed. The Claimant must promptly notify the Employer of any address change.

**8. Claim Closure**

It is the intent of the parties, that at the time this agreement becomes final, Claim SY58591 will be closed and the other aforementioned claims will remain closed. The Claimant understands other than the payment provided in this agreement the Claimant will not receive any other benefits, including medical treatment, unless the Claimant's Claims is reopened under Section 10—Reopening.

The Claimant also understands the Department will, at the time this agreement becomes final, issue an order detailing the condition allowed (PTSD) and closing the claim as described above and the parties agree that so long as the order is in accord with this agreement, no party will appeal.



**9. Medical Treatment**

The parties stipulate that the Claimant is not in need of any further medically necessary and proper treatment.

**10. Reopening**

Pursuant to RCW 51.04.063 and RCW 51.32.160, the Claimant retains the right to file an application to reopen a Claim should the Claimant's condition related to the Claimant's injury worsen. The Claimant may also file an application to reopen a Claim for conditions other than the Accepted Conditions but must establish that the alleged condition(s) arose or was aggravated after the date of closure, and that it was proximately caused by or aggravated by the industrial injury. The Claimant understands that he will be required to demonstrate aggravation of the condition in a Claim as contemplated by RCW 51.32.160 if the Claimant applies to reopen the Claim. Reopening is not guaranteed and the Department or self-insured employer retains the right to deny the aggravation application should it determine there was no worsening of the Claimant's condition, within the meaning of RCW 51.04.063 and RCW 51.32.160. In the event the Department denies the aggravation application, the Claimant may appeal that decision pursuant to RCW 51.52.060. The Claimant further understands that any reopening will be limited to medical benefits only, and that even if the Claim is reopened, no further disability benefits will be paid.

**11. Ability to Work**

Nothing in this agreement will prevent the Claimant from returning to work full-time or part time, paid or unpaid.

**12. Future Claims**

The parties' understanding is that in the event the Claimant returns to work, and suffers a further industrial injury or occupational disease, the Claimant may file a new claim and receive appropriate benefits under that new claim if the claim is allowed.

**13. Parties' Understandings**

The parties acknowledge and agree that each understands and agrees to the terms of this agreement and has entered into this agreement knowingly and willingly. No party has been harassed or coerced to participate in this agreement. The parties have represented the facts and the law to each other to the best of their knowledge. The parties represent that this agreement is not the result of a material misrepresentation of law or fact and that the agreement is reasonable under the circumstances. Finally, the parties acknowledge and agree that this agreement will bind each to all aspects of the Claim except for medical benefits.

In addition:

**a) Claimant**

- i) Industrial Insurance Benefits: The Claimant acknowledges, agrees and understands that by entering into this agreement the Claimant will receive no other benefits related to the Claim except as outlined in this agreement. The Claimant acknowledges that

the Claimant could have continued to pursue additional benefits under the Claim (benefits such as financial disability payments or additional vocational services), but instead opted to enter into this agreement. The Claimant understands his rights under RCW 51.04.063.

ii) Other Benefits Potentially Impacted: The Claimant acknowledges, agrees and understands that by entering into this agreement there is a chance that other government benefits that the Claimant is receiving, or may be entitled to receive in the future, may be impacted.

iii) Social Security Benefits

The Claimant is not currently receiving social security benefits.

iv) Medicare Benefits

Claimant is not receiving Medicare benefits. Claimant further understands that because this agreement does not compromise any rights to medical treatment under the Claim, there should be no impact on Medicare benefits.

v) Other Benefits

The Claimant has confirmed that any other benefits that the Claimant may receive will not be impacted by this agreement.

**b) Employer**

i) Allowance Order: The Employer acknowledges, agrees and understands that this agreement does not set aside or reverse the allowance order on the Claim.

ii) No Other Fund Impacted: The Employer represents and warrants that this agreement does not subject any Department funds covered under Title 51 RCW to any responsibility or burden without prior approval from the Director or his designee.

**14. Medicare Coverage**

Claimant understands that should Centers for Medicare and Medicaid Services (Medicare) find that a Medicare Set-Aside Allocation should have been established and that Medicare's interests were not adequately protected, Medicare may require the Claimant to expend the entire lump sum amount on Medicare-covered expenses related to the Claimant's injury before Medicare will provide additional coverage for this injury. As noted in Section 10-Reopening, the Claimant's right to future treatment for the industrial injury is not being compromised by this agreement; therefore, the Claimant and the Employer do not expect that there will be any impact to the Claimant's Medicare benefits, nor any need for a Workers' Compensation Medicare Set-Aside (WCMSA). Nevertheless, the Claimant voluntarily accepts this risk and waives any and all claims of any nature and/or damages against the Employer should Medicare take such action, including but not limited to a Private Cause of

Action against the Employer under the Medicare Secondary Payer Act (MSP) pursuant to 42 USC § 1395y(b)(3)(A).

The parties acknowledge and warrant that it is not the purpose of this agreement to shift to Medicare, Medicaid or any other government program the responsibility for payment of medical expenses for the treatment of industrial injury or occupational disease related conditions. Instead, this agreement is intended to provide the Claimant with a claim resolution that will foreclose future disability benefits and unrelated medical treatment and expenses.

The Claimant acknowledges that any decision regarding entitlement to Social Security Medicare or Medicare/Medicaid benefits including the amount and the duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States government, and the United States federal courts and is determined by federal law and regulations. As such, the United States government is not bound by any of the terms of this agreement.

To the best of the parties' abilities, they have tried to be clear that this agreement covers the medical conditions accepted under the Claims outlined in this agreement. If the medical conditions which are associated with a Claim should worsen, then the Claimant should apply to have the Claim reopened for medical treatment.

Other than the Accepted Conditions, there are no other medical conditions covered under the Claims. Other medical conditions, including unrelated medical conditions are not covered and the parties make no provision for treatment of those other unrelated medical conditions, except as provided in Section 10-Reopening.

The Claimant understands that the Accepted Conditions related to the Claimant's workers' compensation claims covered by this agreement may require future treatment. The Claimant agrees to follow the process outlined in Section 10-Reopening of this agreement and to seek treatment through the Employer and Department for those conditions.

If the Claimant decides to seek treatment for those conditions without going through the Employer and Department and should Medicare end up paying for that treatment, the Claimant agrees that the Claimant will be responsible for all costs and penalties associated with that treatment charged by Medicare, Medicare Secondary Payer Recovery Contractor, CMS, Collection agencies, or any other governmental entity's claims, actions, judgments or settlements.

#### **15. Assignability**

The Claimant will not and has not already agreed to sell, mortgage, encumber or otherwise assign any part of the payments. All payments will be made to the Claimant except in the event of the Claimant's death. In the event of the Claimant's death prior to the final payment, payment will be made in accordance with Section 16-Claimant's Beneficiaries.

**16. Claimant's Beneficiaries**

In the event of the Claimant's death prior to final payment, the remaining payment will be made in accordance with the schedule in Section 6—Lump Sum Payment, to Claimant's designated beneficiary. Claimant names Stacy E. Galovic as his designated beneficiary. If no such designation has been made, or the person is not living at the time, such payment will be made to the Claimant's estate.

**17. Attorney Fees**

Each party shall pay all attorney's fees and costs arising from the actions of its own counsel in connection with the administration of the Claim and this agreement up to the date this agreement becomes final.

Pursuant to RCW 51.52.120, the Claimant's attorney represents that the attorney will receive no more than 15% of the total payments made under Section 6—Lump Sum Payment as compensation for work done in connection with this agreement.

**18. Filing for Approval**

The parties acknowledge that this agreement must be approved by the Board, and that the Employer will be responsible for filing for such approval pursuant to Board rules. The Employer will file for approval no later than ten (10) days after receiving signed copies from all parties, and will send notification to all other parties upon filing.

**19. Revocation**

Any party may revoke this agreement by providing written notice to the other parties, and to the Board if the agreement has been submitted to the Board for approval. A party may revoke this agreement no later than thirty (30) days after the date that the agreement is approved by the Board regardless of the date a party receives the Board's approval of this agreement.

**20. Governing Law**

This agreement will be construed and interpreted in accord with the laws of the State of Washington, specifically the Washington Industrial Insurance Act. Pursuant to RCW 51.04.063 the parties acknowledge and agree that if aggrieved by the failure of any other party to comply with the terms of this agreement, the aggrieved party has one (1) year from the date of failure to petition to the Board.

Furthermore, the parties acknowledge and agree that should the Board find a party has failed to comply with an agreement that the Board will impose a penalty of up to 25% of the monetary amount unpaid at the time the petition for noncompliance is filed.

The Superior Court of Washington will have no original jurisdiction to hear claims or disputes arising from failure to comply with this agreement, and the parties acknowledge that the Board has exclusive jurisdiction to hear any and all disputes regarding compliance with

this agreement.

The Board will also decide any disputes related to attorneys' fees for services related to this agreement.

**21. Comprehensive Document**

All parties acknowledge that before entering into this agreement, each has had the opportunity to discuss this agreement with an attorney of their choosing and to obtain legal and income tax advice regarding the possible consequences of this agreement. The terms of this agreement have been completely read and are fully understood and voluntarily accepted.

This agreement consists of 14 pages and sets forth in full all the terms and conditions agreed upon by the parties. There are not any other agreements, representations or promises, verbal or otherwise, not contained in this written agreement regarding the subject matter of this agreement.

**22. Best Interests of the Claimant**

After considering all the factors outlined above, the Claimant believes that this agreement is in the Claimant's best interest.

**It is so Stipulated and agreed:**

  
\_\_\_\_\_  
Daniel Galovic

Date: 09/05/2024

  
\_\_\_\_\_  
Robert Silber

WSBA# 33882

Date: 09/5/2024

Representing: Daniel Galovic

  
\_\_\_\_\_  
Cassie Franklin, Mayor, City of Everett

Date: 10/05/2024

Representing: City of Everett

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Marist Lorge, City Clerk, City of Everett

Date: \_\_\_\_\_

Representing: City of Everett

ATTEST:

  
\_\_\_\_\_

Marista Jorve, City Clerk

David Hall, City Attorney, City of Everett  
Date: \_\_\_\_\_

Representing: City of Everett



APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

10/3/2024












# Galovic - Signed CRSA 071024

Final Audit Report

2024-10-07

Created:	2024-10-03
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-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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 Agreement completed.

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