

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

CONRADO CASTENEDA,

Applicant,

vs.

FOAMKORE, INCORPORATED; TRANSAMERICA  
INSURANCE COMPANY; HARTFORD UNDER-  
WRITERS INSURANCE COMPANY,  
Defendants,

Case No. NOR 183735

FINDINGS AND AWARD

An Application having been filed herein; all parties having appeared; and the matter having been regularly submitted for decision, the Honorable Carlos Rodriguez, Workers' Compensation Judge, Finds, Awards and Orders as follows:

FINDINGS OF FACT

1. Applicant, Conrado Casteneda, born November 26, 1949, while employed as a maintenance worker (Group 2) at City of Industry, California, from 3/13/91 to 1/31/92 by Foamkore Inc., then insured for workers' compensation by Hartford Underwriters Insurance Company from 3/13/91 to 9/12/91 and Transamerica Insurance Company from 9/12/91 to 1/31/92 did not sustain injury arising out of and occurring in the course of employment.
2. Average earnings were \$309.28.
3. Applicant does not require further medical treatment to cure or relieve from the effects of the injury herein.
4. Applicant reasonably incurred medical-legal expense as follows: none
5. Applicant is entitled to reimbursement for self-procured medical treatment, which is allowed as follows: none
6. Said injury caused temporary disability as follows: none to at the rate of \$ per week less credit for sums paid on account thereof, if any.
7. Said injury caused permanent disability of 0 %.
8. The reasonable value of services and disbursements of Applicant's attorney is \$ 0.
9. EDD provided benefits beginning 2/24/92 to 9/15/92 at the

rate of \$159 per week.

AWARD

AWARD IS MADE IN FAVOR OF CONRADO CASTENEDA AND AGAINST TRANSAMERICA INSURANCE COMPANY AND HARFORD UNDERWRITERS INSURANCE COMPANY AS FOLLOWS:

A] Temporary disability indemnity of \$ \_\_\_\_\_ weekly for the periods specified in Finding of Fact 6, less credit for sums paid.

The lien of EDD is DENIED.

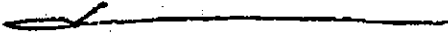
B] Permanent disability indemnity of \$ 0 payable \$ \_\_\_\_\_ per week beginning \_\_\_\_\_ and not less than every two weeks thereafter until paid in full, less credit for sums paid, less lien claims as follows: \$ 0 payable to \_\_\_\_\_ as Attorney' fees, to be commuted off this award.

C] Reimbursement, medical-legal expense \$0 less lien claims as specified in Finding of Fact 4, hereinabove.

D] Reimbursement, self procured-medical expense, pursuant to Finding of Fact 5.

E] Further medical treatment, pursuant to Finding of Fact No.3.

Dated 7-1-94

  
\_\_\_\_\_  
CARLOS RODRIGUEZ  
Workers' Compensation Judge

Service by mail on parties as shown on the Official Address Record effected on above date.

By:   
LETICIA M. FONSECA

RE: CONRADO CASTENEDA  
WCAB CASE NO.: NOR 183735

CASE NO. NOR

Workers' Compensation  
Judge: CARLOS RODRIGUEZ  
Date: 7-1-94

Injury:

OPINION ON DECISION

INJURY AOE/COE

Mr. Casteneda did not complain about his alleged stress until after he had been laid from his job. Nor did he consult with a doctor about his alleged emotional problems. He testified he would have continued to work except for the layoff. After his layoff, he applied for and received unemployment benefits. He also collected unemployment disability benefits. He also asked for his job back. He was convicted for drunk driving. He drove without a license. His supervisor testified he drank on the job. He lied to his medical examiners.

His supervisors testified he they had good relations with Mr. Casteneda and did not hurry or harrass him.

Mr. Casteneda is a thoroughly disreputable individual who is not worthy of belief. He clearly enjoys "situational ethics" which allow him to say or do whatever it takes for him to get by without regard for truth or reality. Mr. Casteneda has persuaded that this case is a fraud and he takes nothing.

TEMPORARY DISABILITY

There is no temporary disability.

SELF-PROCURED MEDICAL TREATMENT

Mr. Casteneda required no treatment.

FURTHER MEDICAL TREATMENT

There is no need for further medical treatment.

PERMANENT DISABILITY

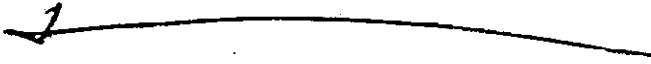
There is no permanent disability.

LIENS

As this case is fraudulent all liens are denied.

ATTORNEY'S FEES

There are no sums from which to pay attorney fees. Deposition fees are denied.

  
CARLOS RODRIGUEZ  
Workers' Compensation Judge

RE: CONRADO CASTENEDA  
WCAB CASE NO. : NOR 183735

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Iberia Language Services, Inc.  
By Guillermo Irrgang, Interpreter

Witnesses: Conrado Castaneda  
Mario Zuniga  
Joseph La Plante

(50 pp.)

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EXHIBITS:

Applicant's Exhibit 1: Reports which are dated October 8, 1992; August 17, 1992 and Princeton Medical Corporation, dated March 5, 1992.

Defendant's Exhibit A: (Tranamerica Insurance Company) Reports attached to letter of transmittal, dated November 4, 1993.

Defendant's Exhibit B: Reports attached to the letter of transmittal, dated March 22, 1993; January 4, 1993 and September 14, 1992.

Defendant's Exhibit C: Objection letters, dated June 14, 1993; June 10, 1993; April 1, 1993; September 16, 1992; September 14, 1992; August 3, 1992; April 23, 1992 and April 17, 1992.

Defendant's Exhibit D: Letters of objection, dated February 22, 1994; February 22, 1994; February 22, 1994; February 22, 1994 and February 15, 1994.

THE FOLLOWING FACTS ARE ADMITTED:

1. Conrado Castaneda, born 11/26/49, while employed for the period March 13, 1991 through January 31, 1992 as a maintenance worker, group 2, at City of Industry, California by Foamkore, Incorporated, claims to have sustained injury arising out of and in the course of employment to stress with physical manifestations.
2. The employer's workers' compensation insurance carrier at the time of the alleged injury was the Hartford Underwriters Insurance Company from 3/13/91 to 9/12/91 and the Transamerica Insurance Group from 9/12/91 to 1/31/92.
3. At the time of the alleged injury the worker's earnings were \$309.28 per week, warranting indemnity rates of \$206.19 per week for temporary disability and \$140.00 for permanent disability.
4. No temporary disability has been paid.
5. No medical treatment has been provided.
6. No attorney fees have been paid and no attorney fee agreements have been made.

1 THE ISSUES ARE:

2 1. Injury arising out of and in the course of  
3 employment.

4 2. Temporary disability, the worker claiming from  
5 1/31/92 to present and continuing.

6 3. Apportionment.

7 4. Need for further medical treatment.

8 5. Liability for self-procured medical treatment.

9 6. Liability for medical-legal expense.

10 7. Lien claims of A & W Interpreting, \$720.00; Ben  
11 Chong, M.D., \$994.00; Verwood Medical, \$1,100.00; Compmed  
12 Services, \$170.00; Princeton Medical, \$3,355.00; California  
13 Comp Care, \$2,021.00; Benten Medical, \$2,120.00; Mascarin  
14 Pharmacy, \$483.65; Systems Interpreters, \$125.00;  
15 Employment Development Department for the period 2/24/92 to  
16 9/15/92 at a rate of \$159.00 per week, totaling \$4,656.42;  
17 Yolanda Arriola, \$120.00; Yolanda Arriola for appearance on  
18 5/11/94, \$120.00 on the injured worker's benefits under  
19 workers' compensation.

20 8. Deposition fees.

21 LET THE RECORD REFLECT that Ms. Arriola was called by  
22 the injured worker to appear today, but the injured  
23 worker's attorney provided other interpreting services.

24 LET THE RECORD FURTHER REFLECT that the admissibility  
25 of applicant's exhibits for failure to file a timely  
Mandatory Settlement Conference Statement was resolved, and  
the medical reports will be allowed as it appears that the  
Mandatory Settlement Conference was signed on the date of  
MSC.

LET THE RECORD FURTHER REFLECT that the report of  
Dr. Delgadillo, dated October 8, 1992 was deemed admissible  
as the doctor made what appears to be a substantial  
compliance with Labor Code Section 4628(e) and (j).

LET THE RECORD FURTHER REFLECT credit for dual payment  
of unemployment and disability benefits from 2/24/92  
through 7/24/92.