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*** Certified by the State of California Board of Legal
Specialization as a Specialist in Workers' Compensation Law**

August 3, 2018

OMAR DAILEY
4509 SPELLBINDER CT
Sacramento, CA 95820

RE: OMAR DAILEY VS.CA STATE BOARD
WCAB NO: UNASSIGNED
CLAIM NO:
DOI: 05/14/2018

**AGREEMENT ON THE LIMITATION AND SCOPE
OF ATTORNEY'S REPRESENTATION**

I understand and agree that Michael Goldberg has undertaken representation of my case only in Workers' Compensation matters regarding my injuries on the date(s) listed above. I understand that Michael Goldberg is not representing me in any other matters unless we execute a separate written agreement to do so.

I understand and agree that if I desire to investigate or pursue any other type of case or remedy, I have to immediately consult with any other lawyer for that purpose.

I understand that there are time limits within which I must either file a claim and/or a lawsuit or forever lose my right to do so. I have been told that this is called a Statute of Limitations and that the period varies as to the type of case. Generally, accident cases must be filed within one (1) year and in certain cases, within two (2) years, of the incident date. However, claims against any governmental entity must be made within six (6) months of the injury.

I understand that Michael Goldberg will not represent me in any type of legal case other than Workers' Compensation including, but not limited to, any of the following:

1. Any type of action, lawsuit or claim against any party, company or governmental entity other than for Workers' Compensation.
2. Any civil action against any third party for negligence, strict liability, or otherwise, who either is or is not the employer in above mentioned the Workers' Compensation case(s).
3. Any product liability lawsuit against a manufacturer, distributor or otherwise.
4. Any medical or legal malpractice action.

5. Any civil action for wrongful termination, civil rights violations, American With Disabilities Act cases or other State or Federal suits based on employment, pension or otherwise.
6. Any claim based upon Labor Code Section 132(a) for employer discrimination or for Serious and Willful Misconduct unless separately agreed to in writing.
7. Any claim for Loss of Consortium on the part of my Spouse, which is loss of companionship, care, comfort, society, economic support, etc. due to the impact of this injury on my marital relationship.
8. Any injuries or accidents covered by the Federal Longshoremen's & Harbor workers' Act (i.e. accidents that on the seas, High seas, and some waterways).

The time limitations on filing claims and court actions are usually very strict, so it is necessary and imperative for you to seek advice immediately from an attorney who practices in these areas of the law which are not a part of your workers' compensation case(s) and have been excluded from the scope of our representation in your workers' compensation case(s).

Furthermore, if you presently have a child support order requiring you to pay child support based on your wages while working, you may be entitled to a reduction in such support order during the duration of your workers' compensation case(s). Again, you must seek legal counsel to advise you in these matters since the Goldberg Law Firm is not representing you in any child support matters.

I acknowledge that The Goldberg Law Firm has explained that I have one (1) year from the date of injury in which to file a petition for a Serious and Willful violation. Serious and Willful Conduct on the part of an employer is conduct which is reckless and unsafe and that it unreasonably placed my safety at risk and resulted in the injury. Serious and Willful Conduct includes, but is not limited to, when an Employer removes safety guards from moving equipments, willfully violates a safety rule, does not provide adequate training for high risk jobs, etc. Unless I advise the Goldberg Law Firm of such and request in writing that they file a Petition for Serious & Willful violation against the Employer, I understand that no such Petition will be filed on my behalf.

I also understand that I have one year from the date of injury or from the date of the incident to file a Petition for Violation of Labor Code Section 132(a), which is any type of discrimination or retaliation I may endure as a result of my filing a workers' compensation case. Examples of wrongful discrimination involve wrongful termination of employment, an unreasonable demotion, or any other discriminatory practices by the Employer. Unless I advise the Goldberg Law Firm of such and request in writing that they file a Petition for Violation of Labor Code Section 132(a), I understand that no such Petition will be filed on my behalf.

I understand that The Goldberg Law Firm is not expressing an opinion as to the merits of these other matters or the likelihood that I will prevail. Rather, The Goldberg Law Firm has simply decided that they are unwilling to become involved in them. I understand that The Goldberg

Law Firm will take no action whatsoever with regards to these matters, apart from my Workers' Compensation claim(s). Therefore, based on the strict time limitations associated with filing these claims, I understand I should immediately seek the advice of other Legal Counsel to determine the merits of any of these potential claims I understand that a workers' compensation case is settled by one of two ways. Sometimes, it is settled by a Compromise and Release. In such event, for additional money paid in a lump sum, I will be giving up my right to all future medical and right to reopen the case at a future date. If it is settled by Stipulations and Award, the settlement is paid out over time in bi-weekly installments. A Stipulation and Award, or Findings and Award in most instances allows me to have future medical treatment if indicated by the doctor. Also, it allows me to reopen my case if a new and further injury occurs as a result of the original injury.

I UNDERSTAND THAT I HAVE FIVE (5) YEARS FROM THE DATE OF INJURY TO REOPEN MY WORKERS' COMPENSATION CASE IF I SUSTAIN ANY NEW AND FURTHER INJURY CONNECTED TO THE ORIGINAL INJURY, AFTER THE CASE IS CONCLUDED EITHER BY STIPULATION, FINDINGS & AWARD OR DISMISSAL WITHOUT PREJUDICE. IF I WISH TO REOPEN THE CASE AFTER IT IS CONCLUDED, I MUST FILE A WRITTEN PETITION WITH THE WORKERS' COMPENSATION APPEAL BOARD WITHIN FIVE (5) YEARS FROM THE DATE OF INJURY. I UNDERSTAND THAT MY ATTORNEY WILL NOT DO THIS UNLESS I NOTIFY HIM AND HE ACCEPTS TO REPRESENT ME PRIOR TO THE EXPIRATION OF THE FIVE (5) YEARS. I UNDERSTAND THE WORKERS' COMPENSATION APPEALS BOARD DOES NOT HAVE JURISDICTION TO ALTER MY CASE AFTER FIVE (5) YEARS FROM THE DATE OF INJURY.

I ALSO UNDERSTAND IF I ACCEPT A LUMP SUM SETTLEMENT BY COMPROMISE AND RELEASE AND I EXPRESSLY ELECT TO SELL ANY RIGHTS TO FUTURE MEDICAL CARE, THAT THERE IS NO RIGHT TO REOPEN AND I CANNOT CHANGE MY MIND. THERE ARE NO "DO OVERS".

By signing this document I acknowledge that I have read and understood it completely.

I understand that Michael Goldberg and The Goldberg Law firm will continue to represent me in the above listed Workers' Compensation date(s) of injury.

DATE: 8/9/18

OMAR DAILEY

MICHAEL GOLDBERG, ATTORNEY