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Appellant,

vs.

Electronically Filed  
Mar 03 2022 04:50 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
Supreme Court No. 83765

3

Respondent.

## 11

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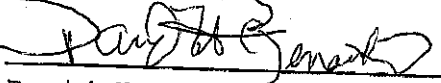
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1 hundred fifty two dollars and twenty cents (\$14,452.20). A  
2 Vocational Counselor will prepare the paperwork.

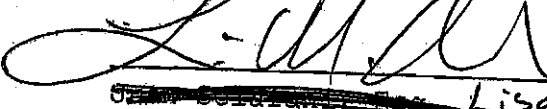
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4 6. The parties agree to bear their own fees and costs.

5 DATED this 3<sup>rd</sup> day of March, 2022.

6  
7 COUNSEL FOR THE APPELLANT

8   
9 David H. Behavidez, Esq.  
10 Nevada Bar No. 004919  
11 850 S Boulder Hwy #375  
12 Henderson, NV 89015

COUNSEL FOR RESPONDENT

  
Lisa Anderson  
Esq.  
GGRM Law Firm  
2770 S. Maryland Pkwy #100  
Las Vegas, NV 89109

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THE LAW OFFICE OF DAVID H. BENAVIDEZ  
850 S. BOULDER HIGHWAY, #375  
HENDERSON, NEVADA 89015  
(702) 565-9730  
FAX (702) 568-1301

CERTIFICATE OF MAILING

I, the undersigned, declare under penalty of perjury, that I am an employee of the Law Office of David H. Benavidez, and on the \_\_\_\_ day of January, 2022, I deposited the foregoing **STIPULATION TO VOLUNTARILY DISMISS APPEAL PURSUANT TO SETTLEMENT** in the United

States Mail, with first class postage fully prepaid thereon, sent via electronic delivery, or served using the Supreme Court of Nevada's E-Flex E-file and Serve program, to the following:

Juan Sclafani, Esq.  
GGRM Law Firm  
2770 S Maryland Pkwy #100  
Las Vegas, NV 89109

Peppermill, Inc.  
ATTN: Pam Sprau  
380 Brinkby Ave. Ste. B  
Reno, NV 89509

Employers Ins Co of NV  
ATTN: Cary Ferguson  
2550 Paseo Verde Pkwy. Ste. 100  
Henderson, NV 89074-9004

  
Rose Mary Keys, Paralegal

THE LAW OFFICE OF DAVID H. BENAVIDEZ  
850 S. BOULDER HIGHWAY, #375  
HENDERSON, NEVADA 89015  
(702) 565-9730  
FAX (702) 568-1301

## REHABILITATION LUMP SUM AGREEMENT

Claim Number: 2017345360

The injured employee, Daniel Castelan, (hereinafter "injured employee"), through his attorney, Jason Mills, Esq. and Employers Insurance Group, Inc. (hereinafter "EIG, Inc.") through its rehabilitation counselor, Cindi Rivera, pursuant to Nevada Revised Statute (NRS) 616C.595, agree as follows:

1. The parties desire to enter into an agreement regarding the payment of compensation in a lump sum in lieu of vocational rehabilitation services in accordance with NRS 616C.595.
2. EIG, Inc. has determined the injured employee is eligible for rehabilitation services pursuant to NRS 616C.590.
3. The injured employee acknowledges that EIG, Inc. has provided the required vocational assessment and counseling for him as provided in NRS 616C.595(3)(a).
4. EIG, Inc. has consulted with the pre-injury employer regarding this lump sum.
5. The injured employee agrees to accept the payment of compensation instead of rehabilitation services, the amount of ~~Fourteen Thousand Four Hundred and Fifty Two Dollars with twenty cents~~ (\$14,452.20) to be paid in one lump sum.
6. The injured employee acknowledges that acceptance of this lump sum is payment instead of any further rehabilitation benefits on this claim.
7. The injured employee acknowledges that he has been informed that his physician has released him to work with the following limitations:

Medium Physical Demand Category, Occasional Floor to Waist Level Lift 45Lbs, Occasional Knee to Waist Level 48Lbs, Occasional Waist to Shoulder 31Lbs, Occasional Overhead Lift 20lbs, Occasional Carrying 30Lbs, Occasional Pushing 71Lbs, Occasional Pulling 66Lbs, Occasional Bending, Reaching Overhead, Squatting, Kneeling, Climbing, Avoiding Crawling

8. The injured employee acknowledges that this lump sum is to be used specifically for developing and obtaining an appropriate job within the physical limitations listed in paragraph seven instead of further vocational rehabilitation services.
9. The injured employee acknowledges that the insurer urged him to seek the assistance and advice of his attorney or the Nevada Attorneys for Injured Workers before signing the agreement. The injured employee is represented by an attorney and has had the opportunity to discuss the terms of a lump sum rehabilitation settlement with his attorney.

# REHABILITATION LUMP SUM REQUEST

Nevada Revised Statute (NRS) 616C.595 provides for a lump sum payment instead of vocational rehabilitation services. These benefits are dependent on certain conditions. In order to receive a lump sum payment, the injured employee must understand the following:

1. The injured employee has the right to talk to an attorney before accepting the lump sum. The injured employee is urged to seek such advice. Legal advice may be provided without charge by the Nevada Attorney for Injured Workers office. The injured employee may also use a private attorney at his own expense. The use and choice of attorney are solely the decision of the injured employee. The insurer makes no recommendation regarding the selection of an attorney.
2. The injured employee will have twenty (20) days to cancel the agreement after the agreement is signed. The 20 day period cannot be waived. At any time during this period, the injured employee may submit written notification to the insurer that rehabilitation services are requested and the lump sum request will be canceled.
3. The injured employee's acceptance of a lump sum payment extinguishes the injured employee's right to receive vocational rehabilitation services, including maintenance payments.
4. If the insurer has been ordered by the Child Support Division of the District Attorney's office to deduct child support payments from benefits, such payments will be deducted from the lump sum rehabilitation payment.
5. If the injured employee takes a vocational rehabilitation lump sum payment, injured employee cannot receive any further rehabilitation services on this claim.
6. Approval of a lump sum by the insurer is not an approval of the plan presented by the injured employee. Other rehabilitation services may be provided if the lump sum is denied.
7. Under NRS 616C.595(1), an insurer's refusal to enter into a written agreement providing for payment in a lump sum may not be appealed.

These conditions are to be fully explained to the injured employee.

I have had the above statements about accepting of a lump sum instead of rehabilitation explained to me. I fully understand these statements and choose to accept a lump sum.

Daniel Castelan 6d7301660

Injured Employee

SSN #

[Signature]  
Witness

2017345360

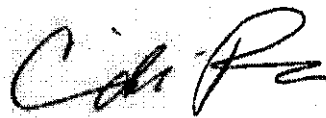
Claim Number

1/21/2022  
Date


10. The injured employee understands he has a statutory right to change his mind about this agreement within twenty (20) days of signing it.
11. The injured employee agrees that acceptance of the lump sum amount, specified in paragraph five of this agreement, means that he gives up the right to receive any other vocational rehabilitation benefits or services, including Temporary Partial Disability payments, either now or in the future, on this claim.

IT IS SO AGREED.

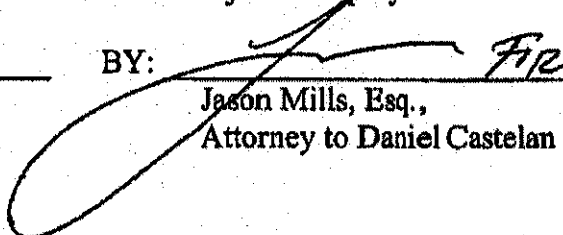
Dated: 01/24/2022

BY:   
Cindi Rivera, M.A., C.D.M.S.  
Rehabilitation Counselor

Dated: 1/21/2022

BY:   
Daniel Castelan,  
Injured Employee

Date: 1/21/2022

BY:  Fir  
Jason Mills, Esq.,  
Attorney to Daniel Castelan

**AFFIDAVIT**

**STATE OF NEVADA: ss.  
COUNTY OF CLARK**

**I, Daniel Castelan, hereby swear under penalty of perjury that the assertions of this affidavit are true.**

- 1. I have been advised to seek the services of Nevada Attorneys for Injured Workers or of private counsel.**
- 2. I am represented by counsel, Jason Mills, Esq.**
- 3. I have read the foregoing stipulated settlement; and**
- 4. I understand and agree to the terms and conditions contained herein.**
- 5. I have had the foregoing document fully explained to me and have discussed this with my counsel to answer any questions; and**
- 6. I am entering into the stipulated agreement voluntarily and without any duress or coercion.**

**Further affiant sayeth not.**

  
\_\_\_\_\_  
**Daniel Castelan**

**SUBSCRIBED and SWORN to before me**

**This 21 day of January 2022**

  
\_\_\_\_\_  
**Notary Public**

**(Seal)**

