

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

MIGUEL PENA, *Applicant*

vs.

**AQUA SYSTEMS; GREAT AMERICAN INSURANCE COMPANY, administered
by ATHENS ADMINISTRATORS, *Defendants***

**Adjudication Number: ADJ10308959
Salinas District Office**

**OPINION AND DECISION
AFTER RECONSIDERATION**

We previously granted reconsideration in order to allow us time to further study the factual and legal issues in this case. We now issue our Opinion and Decision After Reconsideration.¹

Applicant's attorney William A. Herreras (Herreras) seeks reconsideration of the Findings and Award (F&A) issued on December 22, 2021, wherein the workers' compensation administrative law judge (WCJ) found, in pertinent part, that (1) applicant is entitled to future medical care to cure or relieve the effects of the industrial injuries; (2) applicant's attorney is entitled to attorney's fees of 15 percent; (3) permanent disability of one-hundred percent (100%) is payable at the rate of \$907.69 per week, commencing February 3, 2018, less a fifteen percent (15%) attorney fee without commutation, with defendant entitled to a credit for amounts previously paid against the permanent disability and the attorney fees thereon; (4) defendant is entitled to "a third-party credit of \$474,705.79 in accord with the stipulated agreement between applicant and defendant for an immediate credit . . . against all benefits of any kind"; and (5) "upon exhaustion of all credit . . . applicant's counsel has leave to request commutation of any remaining fee on future benefits."

Herreras contends that he is not bound by the stipulated agreement between

¹ Commissioner Lowe, who was previously a panelist in this matter, no longer serves on the Appeals Board. Another panel member has been assigned in her place.

applicant and defendant to immediately apply the \$474,705.79 third-party credit against all unpaid benefits because he was not a party to the agreement, and, as such, he is entitled to have his fee commuted from the far end of the award.

We received an Answer from defendant.

The WCJ filed a Report and Recommendation on Removal (Report) recommending that the Petition be denied.

We have considered the allegations of the Petition, the Answer, and the contents of the Report. Based upon our review of the record and as discussed below, as our Decision After Reconsideration, we will rescind the F&A and substitute findings that (1) Herreras is entitled to an attorney's fee of fifteen percent (15%) of the permanent disability award, to be commuted from the far end of the award in an amount to be adjusted by the parties with jurisdiction reserved to the WCJ in the event of a dispute; (2) applicant is entitled to permanent disability of one-hundred percent (100%) payable at the rate of \$907.69 per week, commencing February 3, 2018, with defendant entitled to a credit for amounts previously paid against the permanent disability and attorney's fees; (3) defendant is entitled to a third-party credit of \$474,705.79 immediately applicable against applicant's life pension and not applicable against the attorney's fees; and (4) the issue of whether the third-party credit of \$474,705.79 is applicable against applicant's future medical treatment is deferred; and we will return the matter to the trial level for further proceedings consistent with this decision.

FACTUAL BACKGROUND

On February 24, 2016, Herreras filed an application for adjudication on behalf of applicant herein. (Application for Adjudication, February 24, 2016.)

On May 4, 2021, the WCJ held a hearing where he decided that Herreras's attorney fee would be "be commuted from gross award." (Minutes of Hearing, May 4, 2021.)

On May 6, 2021, the WCJ issued findings, including:

Applicant's injury has caused 100% permanent disability. The start date for payment of the award is February 3, 2018 and payment in accord with Addendum "1" Commutation, Method 2. . . .

There is no basis for apportionment of permanent disability.

Applicant is entitled to future medical care for the head, neck, back, shoulders, circulatory system and psyche. . . .

Applicant's attorney is entitled to attorney's fees of 15% of the award to be commuted per calculations made by the DEU in attached Addendum "1." Defendant to use Method 2. . . .

Third party credit is \$474,705.49, to be applied as indicated in Addendum "1."
(Findings and Award, May 6, 2021, pp. 1-2.)

No addendum was attached to the WCJ's findings. (*Id.*)

On June 3, 2021, the WCJ issued the Order Rescinding Findings and Award Pursuant to Regulation Section 10961, stating:

[D]efendant having filed a timely Petition for Reconsideration . . . asserting that an appropriate record was not made supporting the Findings and Award . . .

IT IS ORDERED THAT the record be further developed in order to address the issues presented by the parties and appealed by the defendants.

IT IS FURTHER ORDERED THAT the Findings and Award, bearing the date May 6, 2021, is RESCINDED in its entirety.
(Order Rescinding Findings and Award Pursuant to Regulation Section 10961, June 3, 2021.)

On November 3, 2021, the matter proceeded to trial as to the following issue: "The third-party credit is \$474,705.79; the question is how it is to be applied that is at issue."
(Minutes of Hearing, November 3, 2021, p. 3:11-12.)

The parties stipulated as follows:

Applicant's injury has caused 100% permanent disability. . . . The start date for payment of the award is 2/3/18.

Applicant is entitled to future medical care for the head, back, neck, shoulders, circulatory system, and psyche.

Applicant attorney requests an attorney fee of 15% of the Award. Applicant attorney requests commutation of the Award.

The third-party credit is \$474,705.79. Applicant has stipulated to this credit.
(*Id.*, p. 2:6-20.)

The WCJ admitted exhibits entitled Declaration of William Herreras and Stipulation Regarding Third Party Credit into evidence. (*Id.*, p. 4: 4-15.)

The Declaration of William Herreras states:

I have been the applicant's attorney since 2-19-16 in the above referenced Worker's Compensation case.

The undersigned was never consulted, considered, or notified of the third-party settlement in this case, netting the applicant \$474,074.79

Moreover, the undersigned received no compensation or referral fee from the third-party settlement.

(Ex. A7, Declaration of Herraras, August 11, 2021.)

The Stipulation Regarding Third Party Credit, which is set forth on pleading paper captioned “WORKERS' COMPENSATION APPEALS BOARD FOR THE STATE OF CALIFORNIA CASE NO. ADJ10308959” and entitled “STIPULATION TO CREDIT”, states in pertinent part:

2. The Employee has claimed that on October 5, 2015, he suffered industrial injuries when involved in an automobile accident involving third party defendants Larry Hahn and Specialty Construction, Inc.
3. As a result of the Employee's claim for industrial benefits, Petitioner has paid various species of benefits in excess of \$214,703.
4. The Employee and Petitioner have jointly reached a third-party settlement with the insurance carriers for the third-party defendants for a payment of \$997,500 to the Employee, and Great American Insurance Co. agreed to waive its subrogation recovery.
5. In consideration of Petitioner compromising its subrogation recovery, the Employee stipulates and agrees that Petitioner shall be entitled to an immediate award of credit against any and all species of further and future workers' compensation liability relating to any body parts affected by the Employee's underlying October 5, 2015 incident, including but not exclusive to all awards of permanent disability benefits.
- ...
7. The Employee understands that this Stipulation shall affect his entitlement, if any, to further and future workers' compensation benefits, namely, it will reduce the amount of further and future

workers' compensation liability of Petitioner by the amount of the Employee's full net civil recovery.

8. The Employee represents that the full amount of his net civil recovery arising from his alleged industrial accident on October 5, 2015, meaning the amount he collects after payment of legal fees and litigation expenses, is \$474,705.79.
9. Petitioner and Employee acknowledge and agree that this Stipulation shall not constitute a legal settlement or termination of the Employee's claim for workers' compensation benefits. Except for the credit right provided herein, no other industrial rights or defenses of the Employee and of Petitioner shall be affected by this Stipulation.
10. The Employee acknowledges that prior to executing this Stipulation, he was afforded a full and fair opportunity to consult with a workers' compensation attorney of his choosing.

Approved as to form and content:

So Stipulated:

Dated: 12-14-18

[signed]
Silvia Sun, Esq.
Counsel for Miguel Pena

ADELSON, TESTAN,
BRUNDO, NOVELL &
JIMENEZ

Dated: 3/27/2019

[signed]
Andrew Komoff, Esq.
Attorneys for Defendant

(Ex. D1, Stipulation Regarding Third Party Credit, December 14, 2018, pp. 1-2.)

In the Report, the WCJ writes:

Applicant suffered severe injury in October 2015 which ultimately led to a third-party recovery of close to one million dollars, followed by a one hundred percent (100%) workers' compensation disability award. On negotiating the third-party case, applicant, who was represented by counsel, Silvia Sun, in the third-party case, negotiated and received a subrogation waiver of \$214,703.00. Such waiver increased the money in applicant's pocket by such amount. The waiving party was the workers' compensation carrier, Great American Insurance Company. In the same document entitled

"Stipulation to Credit," which was signed on December 8, 2018, applicant stipulated to an immediate credit in the workers' compensation case of \$474,705.79. The written document in December memorialized, and was part and parcel of, the third-party settlement agreement of November 26, 2018 which paid \$997,500.00 to the applicant. Such document of November 2018 also states that applicant will give a credit in the workers' compensation case of the net proceeds recovered . . . (Report, p. 2.)

DISCUSSION

Herreras contends that he is not bound by stipulated agreement between applicant and defendant to immediately apply the \$474,705.79 third-party credit against all unpaid benefits because he was "excluded" from discussions surrounding it and did not sign it. (Petition, p. 8:1-3.)

Here we observe that *Camacho v. Target Corp.* (2018) 24 Cal.App.5th 291 states:

Given the more informal nature of workers' compensation proceedings, there are certain safeguards in place to protect workers from unknowingly releasing their rights. For example, "[t]o safeguard the injured worker from entering into unfortunate or improvident releases as a result of, for instance, economic pressure or bad advice, the worker's knowledge of and intent to release particular benefits must be established separately from the standard release language of the form. [Citation.]" (*Ibid.*) Further, "[e]ven with respect to claims within the workers' compensation system, execution of the form does not release certain claims unless specific findings are made. [Citations.]" (*Ibid.*)

The board or referee must inquire into the fairness and adequacy of a settlement and may set the matter for hearing to take evidence when necessary to determine whether to approve the settlement. (*Id.* at p. 181; Cal. Code Regs., tit. 8, §§ 10870, 10882.) "These safeguards against improvident releases place a workmen's compensation release upon a higher plane than a private contractual release; it is a judgment, with 'the same force and effect as an award made after a full hearing.' [Citation.]" (*Johnson v. Workmen's Comp. App. Bd.* (1970) 2 Cal.3d 964, 973 [88 Cal.Rptr. 202, 471 P.2d 1002]; see also *Steller*, at p. 181.) (*Camacho, supra*, at pp. 301-302.)²

Labor Code sections 5000 through 5003 provide:

² Effective January 1, 2020, WCAB Rules 10870 and 10882 are now WCAB Rule 10700.

No contract, rule, or regulation shall exempt the employer from liability for the compensation fixed by this division, but nothing in this division shall . . . [i]mpair the right of the parties interested to compromise, **subject to the provisions herein contained**, any liability which is claimed to exist under this division on account of injury or death.
(Labor Code § 5000(a) [Emphasis added].)

Compensation is the measure of the responsibility which the employer has assumed for injuries or deaths which occur to employees in his employment when subject to this division. **No release of liability or compromise agreement is valid unless it is approved by the appeals board or referee.**
(Labor Code § 5001 [Emphasis added].)

A copy of the release or compromise agreement **signed by both parties** shall forthwith be filed with the appeals board. Upon filing with and approval by the appeals board, it may, without notice, of its own motion or on the application of either party, enter its award based upon the release or compromise agreement.
(Labor Code § 5002 [Emphasis added].)

Every release or compromise agreement shall be in writing and **duly executed**, and the signature of the employee or other beneficiary shall be attested by two disinterested witnesses or acknowledged before a notary public.
(Labor Code § 5003 [Emphasis added].)

Under these authorities, contracts such as releases purporting to exempt employers from liability for workers' compensation benefits are prohibited and presumptively invalid unless and until the WCJ determines that they meet the requisite criteria for approval. (See also *Steller v. Sears, Roebuck & Co.* (2010) 189 Cal.App.4th 175, 180 (citing section 5001 for the proposition that no settlement is valid unless the WCAB approves the settlement).)

In this case, inasmuch as the Stipulation to Credit was prepared on pleading paper captioned for the Workers' Compensation Appeals Board, Case Number ADJ10308959, and expressly states that its terms "shall affect [applicant's] entitlement, if any, to further and future workers' compensation benefits, namely, it will reduce the amount of further and future workers' compensation liability of Petitioner by the amount of the Employee's full net civil recovery," the Stipulation to Credit purports to release applicant's rights to future workers' compensation benefits and is therefore presumptively invalid unless and until the WCJ inquires into its fairness and adequacy and determines that it meets the

criteria for approval. (See, e.g., *Vaca v. Vons*, 86 Cal.Comp.Cases 159 (finding that parties intending to settle all claims between them, both inside and outside of the workers' compensation system, must comply with the settlement approval requirements set forth in Labor Code sections 5000 through 5006).)

Here, the Stipulation to Credit contains signature lines for the parties' attorneys to approve the agreement as to form and content yet is not signed by applicant's attorney of record, Herreras.³ While the Stipulation to Credit appears to be signed by Silvia Sun, the attorney representing applicant in his third party civil case, Ms. Sun's signature may not serve as a substitute for Herreras's because Herreras was at all relevant times applicant's attorney herein and the record otherwise lacks any basis to conclude that Herreras authorized Ms. Sun to assume applicant's representation for purposes of settlement. (Ex. D1, Stipulation Regarding Third Party Credit, December 14, 2018, p. 2; Ex. A7, Declaration of Herreras, August 11, 2021.)

Hence, inasmuch as the Stipulation to Credit does not appear to be duly executed by the proper persons, it fails to meet minimum statutory requirements for establishing the requisite fairness and adequacy for approval.

In addition, the record fails to show that the WCJ inquired into the issue of whether other, generally applicable safeguards against improvident releases may have been transgressed. In particular, California Rule of Professional Conduct 2-100(A) prohibits a lawyer from communicating about a matter with a party known to be represented by a lawyer without the prior consent of that lawyer—and yet the Stipulation to Credit's signatures of two attorneys other than applicant's attorney of record suggests that one or both of the attorneys may have discussed the matter with applicant notwithstanding that there is no evidence that either of them obtained applicant's attorney's consent beforehand. (Ex. A7, Declaration of Herreras, August 11, 2021.)

Having determined that the Stipulation to Credit fails to meet minimum requirements for establishing fairness and adequacy, we are also unable to discern support for approval of paragraph 5 of the Stipulation to Credit, namely the provision that defendant is "entitled to an immediate award of credit against any and all species of further and future

³ We note that WCAB forms of Compromise and Release require the signature not only of the applicant, but that of the attorney or representative of the applicant.

workers' compensation liability.”

Specifically, it is long-settled law that an applicant’s attorney's appearance in a matter is tantamount to the filing of a lien claim because it puts the defendant on notice that a fee will be claimed. (E.g., *Rocha v. Puccia Construction Co.* (1982) 47 Cal.Comp.Cases 377, 380 (Appeals Board en banc); *Sierra Pacific Industries v. Workers’ Comp. Appeals Bd. (Lewis)* (1979) 44 Cal.Comp.Cases 573 (writ den.); *State Comp. Ins. Fund v. Workmen’s Comp. Appeals Bd. (Chester)* (1971) 36 Cal.Comp.Cases 678 (writ den.).)

In *Lewis, supra*, defendant advanced applicant’s permanent disability benefits without withholding monies for applicant’s attorney’s fee. When the court determined that defendant had overpaid applicant’s permanent disability benefits, the WCJ opined that applicant’s attorney could bill his client to collect his fee as a result of the overpayment. However, the Appeals Board rescinded the WCJ’s decision, concluding that because defendant was on notice of the attorney’s appearance in the case and hence on notice of the attorney’s lien, defendant was required to pay the attorney’s fees even though this would result in double liability. (*Lewis, supra*, at p. 574.) The Appeals Board reasoned that, having been put on notice of the attorney’s appearance, defendant had a duty to withhold funds sufficient to pay the lien that would follow—and the appeals court denied review. (*Id.*)

In this case, as in *Lewis*, it is clear that for the entire pendency of this action defendant has been on notice that applicant was represented by an attorney because the application for adjudication identifies Herreras as applicant’s attorney. (Application for Adjudication, February 24, 2016, p. 11.) Notwithstanding that it was on notice of Herreras’s lien, defendant made no attempt to secure his agreement for the lien to be subject “to an immediate award of credit.” (See Ex. A7, Declaration of Herreras, August 11, 2021.) Since defendant failed to seek and secure Herreras’s agreement, defendant was unable to present legal grounds for us to conclude that it may immediately apply its third-party credit to the attorney’s fee. It follows that the WCJ erroneously found defendant entitled to an immediate credit against applicant’s attorney’s fees. Nonetheless, we recognize that the parties stipulated that defendant is entitled to a credit in the amount set forth in the Stipulation to Credit, \$474,705.79. (Minutes of Hearing, November 3, 2021, pp. 2:6-3:12.)

Accordingly, we will rescind the F&A and substitute findings that defendant is entitled to a third-party credit of \$474,705.79 that is not applicable to the attorney's fee.

We next address Herreras's contention that the attorney's fee should be commuted from the far end of the award. Here we observe that the WCJ is empowered to award an attorney's fee by way of uniform reduction of the present-day value of an applicant's permanent disability and life pension by way of the U.S. Life Tables in order to facilitate payment of an attorney's fee for providing representation to an applicant. (See Cal. Code Reg. §§ 10169 and 10169.1) Commutation of attorney's fees is a matter of routine in workers' compensation cases because the procedure allows for at least part of the case to conclude. (See, e.g., *Karr-Reddell v. Christopherson Homes* 2013 Cal. Wrk. Comp. P.D. LEXIS 316 (explaining that because older attorneys might not live to reap the fruits of their labor if their fee awards are paid in piecemeal fashion or might find it difficult to wind down their businesses if it were necessary to monitor old cases to ensure payment of fees, fee commutations are appropriate.)

Here, inasmuch as the record fails to present grounds for application of defendant's third-party credit against the attorney's fee, we conclude that the WCJ erroneously failed to find that Herreras's fee should be commuted from the far end of the award. Accordingly, we will substitute a finding that the attorney's fee of fifteen percent (15%) is to be commuted from the far end of the award in an amount to be adjusted by the parties with jurisdiction reserved to the WCJ in the event of a dispute.

We next address the issue of how the \$474,705.79 credit may otherwise be applied. In this regard we observe that Labor Code section 4909 authorizes the WCAB to allow a credit for any payment, allowance, or benefit that the employer has provided to the injured employee that was not then due and payable or for which a dispute or question concerning the right to compensation has arisen. (See Labor Code § 4909; see also *Herrera v. Workers' Comp. Appeals Bd.* (1969) 71 Cal.2d 254 [34 Cal.Comp.Cases 382]; *Mercury Aviation Co. v. Industrial Accident Com.* (1921) 186 Cal. 375.)

In general, equity favors allowance of a credit if the credit is small and does not cause a significant interruption of benefits, that the allowance of a credit of overpayment of one benefit against a second benefit can be disruptive and in some cases totally destructive of the purpose of the second benefit, and that the injured employee should not

be prejudiced by defendant's actions when the employee received benefits in good faith with no wrong-doing on his part. (*Maples v. Workers' Comp. Appeals Bd.* (1980) 111 Cal.App.3d 827 [45 Cal.Comp.Cases 1106].) These equitable principles are particularly important where a defendant seeks a credit in one case for benefits paid in a different case, and such claims for credit should be scrutinized closely. (*City of Santa Clara v. Workers' Comp. Appeals Bd. (Henry)* (2004) 69 Cal.Comp.Cases 386 [writ den].)

For example, in *State Compensation Insurance Fund v. Worker' Comp. Appeals Bd. (Dunehew)* (2011) 76 Cal.Comp.Cases 1251, 1253–1254 (writ den.), the Appeals Board applied the equitable principles set forth in *Maples, supra*, to find that the employer was not entitled to credit for permanent disability advances paid to an employee for a specific industrial injury against permanent disability indemnity owed in connection with a cumulative trauma injury, when the employee's permanent disability was apportioned among three dates of injury. The Appeals Board reasoned that it would be inequitable for the employer to obtain the benefit of the separation of injuries for purposes of calculating permanent disability while allowing it to merge the cases for purposes of permanent disability advances.

In the present case, there is no dispute as to the findings that applicant is entitled to future medical care and permanent disability benefits payable at the rate of \$907.69 per week, commencing February 3, 2018. While the equities clearly allow defendant to apply its credit against applicant's permanent disability benefits, i.e., his life pension, it is unclear whether they favor allowing the credit to be applied against his future medical care. On one hand, application of the credit against future medical treatment could interrupt applicant's care on one or more occasions over the course of his lifetime. On the other hand, applicant may be able to avoid any such interruptions by applying the monies he received in his third party action.

Since it is unclear whether defendant's credit should be applied against applicant's future medical treatment, we conclude that the record should be developed as to that issue. (See *San Bernardino Community Hosp. v. Workers' Comp. Appeals Bd. (McKernan)* (1999) 74 Cal.App.4th 928 [64 Cal.Comp.Cases 986]; *Tyler v. Workers' Comp. Appeals Bd.* (1997) 56 Cal.App.4th 389 [62 Cal.Comp.Cases 924]; *McClune v. Workers' Comp. Appeals Bd.* (1998) 62 Cal.App.4th 1117, 1121–1122 [63 Cal.Comp.Cases 261, 264–265].)

Accordingly, we will substitute findings that defendant's third-party credit of \$474,705.79 is applicable applicant's permanent disability benefits and defer the issue of whether the third-party credit of \$474,705.79 is applicable against applicant's future medical treatment.

Accordingly, we will rescind the F&A and substitute findings that (1) Herreras is entitled to attorney's fee of fifteen percent (15%) of the permanent disability award, to be commuted from the far end of the award in an amount to be adjusted by the parties with jurisdiction reserved to the WCJ in the event of a dispute; (2) applicant is entitled to permanent disability of one-hundred percent (100%) payable at the rate of \$907.69 per week, commencing February 3, 2018, with defendant entitled to a credit for amounts previously paid against the permanent disability and attorney's fees; (3) defendant is entitled to a third-party credit of \$474,705.79 immediately applicable against applicant's life pension and not applicable against the attorney's fees; and (4) the issue of whether the third-party credit of \$474,705.79 is applicable against applicant's future medical treatment is deferred; and we will return the matter to the trial level for further proceedings consistent with this decision.

For the foregoing reasons,

IT IS ORDERED, as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the Findings and Award issued on December 22, 2021 is **RESCINDED** and the following is **SUBSTITUTED** therefor:

FINDINGS OF FACT

1. Applicant, Miguel Pena, while employed on October 5, 2015, as a purchasing agent/laborer, occupational group 251, by Aqua Systems; sustained injury AOE/COE to his head, neck, back, shoulders, circulatory system and psyche.
2. The employer was insured by Great American Insurance Company, adjusted by Athens Administrators at the time of injury.
3. Applicant's earnings produced a temporary disability rate of \$907.69 per week.
4. Applicant's injury has caused one-hundred percent (100%) permanent disability. This one-hundred percent (100%) permanent disability was determined by both the Court of Appeal and the

Workers' Compensation Appeals Board. The start date for payment of the award is February 3, 2018.

5. It has been determined that there is no basis for apportionment of permanent disability.
6. Applicant is entitled to future medical care to cure or relieve the effects of the industrial injuries.
7. Herreras is entitled to attorney's fee of fifteen percent (15%) of the permanent disability award, to be commuted from the far end of the award in an amount to be adjusted by the parties with jurisdiction reserved to the WCJ in the event of a dispute.
8. Applicant is entitled to permanent disability of one-hundred percent (100%) payable at the rate of \$907.69 per week, commencing February 3, 2018, with defendant entitled to a credit for amounts previously paid against the permanent disability and attorney's fees.
9. Defendant is entitled to a third-party credit of \$474,705.79 immediately applicable against applicant's life pension and not applicable against the attorney's fee.
10. The issue of whether the third-party credit of \$474,705.79 is applicable against applicant's future medical treatment is deferred.

IT IS FURTHER ORDERED that this matter is **RETURNED** for further proceedings consistent with this decision.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE A. ZALEWSKI, CHAIR

I CONCUR,

/s/ MARGUERITE SWEENEY, COMMISSIONER

/s/ JOSÉ H. RAZO, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

September 14, 2022

**SERVICE MADE ON THE ABOVE DATE ON THE PERSONS LISTED BELOW
AT THEIR ADDRESSES SHOWN ON THE CURRENT OFFICIAL ADDRESS
RECORD.**

**MIGUEL PENA
LAW OFFICES OF WILLIAM A. HERRERAS
TESTAN LAW**

SRO/cs/pc

I certify that I affixed the official seal of the
Workers' Compensation Appeals Board to this
original decision on this date. *abs*