

**WORKERS' COMPENSATION APPEALS BOARD  
STATE OF CALIFORNIA**

**LUIS CRUZ, *Applicant***

**vs.**

**LIEBO BUILDERS; STATE COMPENSATION INSURANCE FUND;  
THE HOPLON GROUP, LLC; NorGUARD INSURANCE COMPANY, *Defendants***

**Adjudication Number: ADJ13968756  
Anaheim District Office**

**OPINION AND ORDER  
GRANTING PETITION FOR RECONSIDERATION  
AND DECISION AFTER RECONSIDERATION**

Defendant The Hoplon Group, LLC (Hoplon) seeks reconsideration of the Findings of Fact (Findings), issued by the workers' compensation administrative law judge (WCJ) on February 4, 2026, wherein the WCJ found in pertinent part that applicant was employed by the Hoplon Group on December 1, 2020, the date of the alleged work-related injury.

Defendant contends that the WCJ's finding is not supported by substantial evidence establishing that Hoplon hired, paid, supervised, or otherwise employed applicant. Defendant also contends that the WCJ failed to make a finding as to whether Liebo Builders (Liebo) employed applicant.

We received an Answer from State Compensation Insurance Fund (SCIF) for defendant Liebo.

The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report) recommending that the Petition be denied.

We have considered the allegations in the Petition, the Answer, and the contents of the Report with respect thereto.

Based on our review of the record, and for the reasons discussed below, we will grant Hoplon's Petition for Reconsideration, affirm the WCJ's February 4, 2026 Findings with respect to the finding that Hoplon was applicant's employer on the date of the claimed injury, defer the issue of whether Liebo was applicant's employer on the date of the claimed injury, and return the matter to the WCJ for further proceedings consistent with this decision.

## BACKGROUND

We will briefly review the relevant facts.

Applicant claimed injury to various body parts, including his neck, low back, right shoulder, right hand, and left knee, while employed by defendant as a laborer on December 1, 2020.

On February 24, 2025, the matter proceeded to trial on the sole issue of employment. (Minutes of Hearing and Summary of Evidence (MOH/SOE), February 24, 2025 trial, p. 3.)

Applicant testified in pertinent part as follows:

His occupation is construction helper. He was working for the period November through December of 2020 at a job he found by walking in the area. He saw a sign in front of a house that said "Liebo Builders" and inquired.... It was on Snowfield Street in Brea or Placentia. He asked for the person in charge at the job and the supervisor came out to talk to him. The supervisor's name was Edgar....Edgar spoke with the applicant about a job and they exchanged phone numbers. Edgar called him one day later.

... Edgar [told him he worked for] Liebo Builders. Edgar contacted the applicant via text and gave him the address where he should start working. The applicant believes this was . . . November 22, 2020. The location was in Sierra Madre. The applicant went to that site and did work.

...

He also spoke with the owner of Liebo Builders...The owner thanked the applicant for taking the job and told him to follow Edgar's orders. ... the man introduced himself that way and they shook hands... he worked that day...[and] worked at the location for two days and then went back to the Snowfield Street address to work there. ... he worked...approximately seven days.... he was paid \$500 via Zelle from Edgar.... his daughter's [] Zelle account was used. . . . he also received two cash payments from Edgar for a total of \$800 in wages. ...

According to the text screenshot, Edgar and the applicant's contact is listed as "Edgar-Supervisor De Liebo Builders." ... the address was 2776 Snowfield Street, and that's where the injury occurred. ...

he thought Edgar worked for Liebo.

He has worked in construction for 14 years. He [knows]...the difference between general and subcontractors. ...he was ... working for Liebo because everyone had shirts on with that name....during rebar inspection, the owner's son came by with a box of Liebo Builders' T-shirts and everyone got one including the applicant....he thought all of the workers on that job worked for Liebo Builders.

. . . When asked if [a] plumber was wearing a Liebo Builders T-shirt, he said yes. ...

...Edgar was there on the date of injury...Fermin [was there]... he last spoke to Fermin...December 5 of 2020 at the job site...there was another man there who went by the nickname “El Chaparo.” . . . His last conversation with El Chaparo was December 1st of 2020 when he fell down....

....they arrived with Edgar as Edgar drove them; although sometimes, El Chaparo drove a different car. ...

(MOH/SOE, February 24, 2025, pp. 7-12, emphasis added.)

On July 25, 2025, applicant’s testimony continued in relevant part as follows:

he took photos of the construction site...to have some evidence...some contractors and subcontractors do not want to pay the laborers. ...

[he has] photos and info on [his] phone about Edgar giving instructions on where to go. ...

[Edgar and Antonio] ran to the scene when he fell... Edgar was the supervisor.

(MOH/SOE, July 25, 2025, pp. 6-9.)

Yousef Liebowitz, called as a witness by defendant Liebo Builders, testified in pertinent part as follows:

He is the sole owner of Liebowitz Construction. He...has no labor construction employees...all of the jobs are subcontracted out...[including] the 2776 Snowfield job [and]...

he contracted out 80 to 90 percent of the work to Hoplon, and other subcontractors on that job for cabinetry and countertop.

... Exhibit O, the document dated 11/19/2020... was a scope of work agreement and a schedule of work to be done at the Snowfield address by Hoplon...page 2, item 6... involved the removal of existing stucco by Hoplon.

... Exhibit N, dated November 23, 2020 [shows that]...some payment was forwarded to Hoplon by Liebo... Hoplon [was paid] approximately \$70,000 for that job... he was at that job site daily... he had no employees doing labor or construction on the Snowfield job...

He...would make sure Hoplon was doing the job properly...

... the scaffolding was inspected by Edgar... if Hoplon had used a scaffold, would they have to pay for it... it was left up to the subcontractor, including who they hired, to do the work. He was asked if Liebo Builders employed Edgar. He said no. ...

... subcontractors would wear Liebo Builders T-shirts...and... they would put up a lawn sign in front of the home under construction [including]...the Snowfield property... If Hoplon hired additional employees, that would be on Hoplon...

He was asked if he was at the job site all day. He said no... He was asked who at the Snowfield job was in charge when he wasn't there.... he was in charge. He was asked if he gave instructions to the workers. He said, "No need." He was asked who would the workers call if they had a question. He said they would call him. The witness believes Edgar was the foreman for the job...

the invoice with the scope of work is considered a contract... he had an actual signed contract with the homeowners....

When asked how many subcontractors were at the Snowfield job, he said roughly three ...

(MOH/SOE, February 24, 2025, pp. 13-15.)

On December 9, 2025, Mr. Liebowitz's testimony resumed and concluded. Matthew Erwin, called as a witness by defendant Hoplon, testified in pertinent part as follows:

He owns the house with his wife. . . in late November of ...2020 and early December of 2020 he was undertaking a home remodeling project at the Snowfield location. ...

He...didn't learn any of the workers' names...he didn't interact with any workers. ...

... no one identified themselves as part of The Hoplon Group and he never asked anybody for their names.

...he hired...Liebo Builders...they never agreed that Liebo wouldn't use subcontractors. He...had a contract with Liebo ... he is aware that sometimes subcontractors are used in construction jobs....Liebo never told us that they may use subcontractors and it didn't matter as long as the quality of the work was pursuant to the contract.

(MOH/SOE, July 25, 2025, pp. 3-4, emphasis added.)

Thanh Tao Tran Erwin testified in pertinent part as follows:

She [did not know of] anyone involved with or had [not] heard of The Hoplon Group... Liebo Builders...were the contractors that were hired. ... She... saw the workers during the remodeling... she never came across anyone named Edgar. ...she [did not recall] any of the names of any of the workers ...

[Around 5] workers were on the job on average... she would say good morning. ...[no] workers ever approached her... She was asked if the contractor Liebo gave her reason to know that they would use subcontractors, and she said no.

(MOH/SOE, July 25, 2025, pp. 4-6.)

At trial, invoices issued by Hoplon to Liebo Builders for work at the home were admitted as Exhibit 3, Exhibits G through O, and Exhibit T. Attached to Invoice No. 1001-LIB, dated November 19, 2020, is a scope of work beginning with 70 numbered items, followed by sections for plumbing, electrical, insulation, windows and doors, drywall, stucco, tile and floor, roofing, paint, and appliances. (Ex. O, pp. 4-5.)

Exhibit P, described in the MOH/SOE as State Compensation Insurance Fund claims note dated April 29, 2021, states:

Call Employer Note Added Valarie D Hervey 04/29/2021 09:03 AM

...

**Name of the Sub-contractor: The Hoplon Group LLC- Edgar is the office contact**

...

(Ex. P, p. 1, emphasis added.)

Screenshots of text messages that applicant exchanged with someone he identified as Edgar, were admitted as Exhibit 2 and were translated as follows:

Unidentified date:

Edgar:

“How are you Luis, Good evening. This is Edgar, the guy from the jobsite where all the lumber was outside.”

“Call me when you can”

Applicant:

“Yes, I’ll call you about tomorrow, Thank you.”

Edgar:

“There is work tomorrow. Don’t you want to work ?”

Applicant:  
"Yes when"

Edgar:  
"Tomorrow"

"1100 Arno Dr, Sierra Madre, CA 91024"

Applicant:  
I will be there

Edgar:  
"Ok"

November 21, 2020 9:04 p.m.:

Applicant:  
Excuse me Edgar, tomorrow Sunday, do we get paid at the end of the work day?

November 22, 2020 4:50 a.m.:

Edgar:  
"Yup"

November 22, 2020 8:45 p.m.:

Edgar:  
"Tomorrow at the same place at 7"

Applicant:  
"Ok I will be there thank you"

November 23, 2020, 12:16 p.m.:

Applicant:  
"We were cut off"

November 24, 2020, 8:44 p.m.:

Edgar:  
"2776 Snowfield St, This is the address  
tomorrow at 7"

Applicant:  
Yes, thank you I will  
be there. ...

Unknown date:

Edgar:

“Did you get it?”

Edgar:

“Don’t you have Zelle so I can send the rest to you??”

Applicant:

“I am going to try to make one”

(Ex. 2, screenshots of text messages from applicant’s phone.)

The WCJ issued the Findings, and the Petition for Reconsideration followed.

## DISCUSSION

### I.

Former Labor Code section<sup>1</sup> 5909 provided that a petition for reconsideration was deemed denied unless the Appeals Board acted on the petition within 60 days from the date of filing. (Lab. Code, § 5909.) Effective July 2, 2024, section 5909 was amended to state in relevant part that:

(a) A petition for reconsideration is deemed to have been denied by the appeals board unless it is acted upon within 60 days from the date a trial judge transmits a case to the appeals board.

(b)

(1) When a trial judge transmits a case to the appeals board, the trial judge shall provide notice to the parties of the case and the appeals board.

(2) For purposes of paragraph (1), service of the accompanying report, pursuant to subdivision (b) of Section 5900, shall constitute providing notice.

Under section 5909(a), the Appeals Board must act on a petition for reconsideration within 60 days of transmission of the case to the Appeals Board. Transmission is reflected in Events in the Electronic Adjudication Management System (EAMS). Specifically, in Case Events, under Event Description is the phrase “Sent to Recon” and under Additional Information is the phrase “The case is sent to the Recon board.”

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<sup>1</sup> All statutory references are to the Labor Code unless otherwise stated.

Here, according to Events, the case was transmitted to the Appeals Board on March 11, 2026, and 60 days from the date of transmission is Sunday, May 10, 2026. The next business day that is 60 days from the date of transmission is Monday, May 11, 2026. (See Cal. Code Regs., tit. 8, § 10600(b).)<sup>2</sup> This decision is issued by or on Monday, May 11, 2026, so that we have timely acted on the Petition as required by section 5909(a).

Section 5909(b)(1) requires that the parties and the Appeals Board be provided with notice of transmission of the case. Transmission of the case to the Appeals Board in EAMS provides notice to the Appeals Board. Thus, the requirement in subdivision (1) ensures that the parties are notified of the accurate date for the commencement of the 60-day period for the Appeals Board to act on a petition. Section 5909(b)(2) provides that service of the Report shall be notice of transmission.

Here, according to the proof of service for the Report by the WCJ, the Report was served on March 11, 2026, and the case was transmitted to the Appeals Board on March 11, 2026. Service of the Report and transmission of the case to the Appeals Board occurred on the same day. Thus, we conclude that the parties were provided with the notice of transmission required by section 5909(b)(1) because service of the Report in compliance with section 5909(b)(2) provided them with actual notice as to the commencement of the 60-day period on March 11, 2026.

## II.

We observe that California has a no-fault workers' compensation system. With few exceptions, all California employers are liable for the compensation provided by the system to employees injured or disabled in the course of and arising out of their employment, "irrespective of the fault of either party." (Cal. Const., art. XIV, § 4.) The protective goal of California's no-fault workers' compensation legislation is manifested "by defining 'employment' broadly in terms of 'service to an employer' and by including a general presumption that any person 'in service to another' is a covered 'employee.'" (Lab. Code, §§ 3351, 3357, 5705(a).) We also note that employment relationships that result in workers' compensation liability are based upon an analysis

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<sup>2</sup> WCAB Rule 10600(b) (Cal. Code Regs., tit. 8, § 10600(b)) states that:

Unless otherwise provided by law, if the last day for exercising or performing any right or duty to act or respond falls on a weekend, or on a holiday for which the offices of the Workers' Compensation Appeals Board are closed, the act or response may be performed or exercised upon the next business day.

of the definition of an employee, rather than upon the definition of the employer. (See *Heiman v. Workers' Comp. Appeals Bd. (Aguilera)* (2007) 149 Cal.App.4th 724.)

An “employee” is defined as “every person in the service of an employer under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed ....” (Lab. Code, § 3351.) Further, “[a]ny person rendering service for another, other than as an independent contractor, or unless expressly excluded herein, is presumed to be an employee.” (Lab. Code, § 3357, italics added.) Once the person rendering service establishes a prima facie case of “employee” status, the burden shifts to the hirer to affirmatively prove that the worker is an independent contractor. (*Cristler v. Express Messenger Systems, Inc.* (2009) 171 Cal.App.4th 72, 84 [74 Cal.Comp.Cases 167], see *Narayan v. EGL, Inc.* (2010) 616 F.3d 895, 900 [75 Cal.Comp.Cases 724].) Consequently, unless the hirer can demonstrate that the worker meets specific criteria to be considered an independent contractor, all workers are presumed to be employees.

In this matter, it is undisputed that the homeowners hired Liebo to perform work on their home. (Matthew Erwin’s testimony, MOH/SOE, July 25, 2025, p. 4; Thanh Tao Tran Erwin’s testimony, MOH/SOE, July 25, 2025, p. 5; Yousef Liebowitz’s testimony, MOH/SOE, February 24, 2025, p. 15.)

Yousef Liebowitz, owner of Liebo, testified that all of Liebo’s jobs were subcontracted out, and that he had no labor construction employees at the 2776 Snowfield job, the jobsite at issue here. (Yousef Liebowitz’s testimony, MOH/SOE, February 24, 2025, p. 13.) Liebo subcontracted Hoplon and other subcontractors to perform the work at this job, with most of the work going to Hoplon. (Yousef Liebowitz’s testimony, MOH/SOE, February 24, 2025, pp. 13, 15; Ex. O, Ex. T.) Exhibit P, described as a SCIF claims note dated April 29, 2021, lists Edgar as Liebo’s contact at Hoplon. (Ex. P, p. 1.)

Removal of stucco, which is the work that applicant was performing at the time of injury, was an item within the scope of work between Liebo and Hoplon. (Applicant’s testimony, MOH/SOE, February 24, 2025, pp. 8, 12, MOH/SOE, July 25, 2025, p. 7; Yousef Liebowitz’s testimony, MOH/SOE, February 24, 2025, p. 13; Ex. O; Ex. T.)

Applicant testified that he saw a sign in front of a house that said “Liebo Builders” and asked to speak with the person in charge. (Applicant’s testimony, MOH/SOE, February 24, 2025, p. 7.) He spoke with a supervisor named Edgar (last name unknown). (*Id.*) They spoke about a job,

exchanged numbers, and Edgar called him to schedule work. (*Id.*; Ex. 2, screenshots of text messages from applicant's phone.) Applicant testified that Edgar hired him, Edgar told him when to start work, Edgar was his supervisor, and Edgar paid him. (Applicant's testimony, MOH/SOE, February 24, 2025, pp. 7-10, 12, MOH/SOE, July 25, 2025, p. 8, 9.)

Applicant testified that Edgar told him (applicant) that he (Edgar) worked for Liebo. (Applicant's testimony, MOH/SOE, February 24, 2025, pp. 7, 8, 9.) Mr. Liebowitz was asked if Liebo employed Edgar. He said no ... all of the job was subcontracted out. (Yousef Liebowitz's testimony, MOH/SOE, February 24, 2025, p. 14; MOH/SOE, December 9, 2025, p. 4.)

Applicant also thought he worked for Liebo in part because workers at the jobsite had shirts identifying Liebo Builders, including applicant. When asked whether he understood that companies may wish to give the public the impression of working for one company when it is actually another, applicant maintained that he thought all of the workers on that job worked for Liebo Builders. (Applicant's testimony, MOH/SOE, February 24, 2025, p. 9.) Mr. Liebowitz testified that the subcontractors would wear Liebo Builders T-shirts and they would put up a lawn sign in front of the home. (Yousef Liebowitz's testimony, MOH/SOE, February 24, 2025, p. 14.) Applicant had never heard of Hoplon. (Applicant's testimony, MOH/SOE, February 24, 2025, pp. 8, 9.)

Here, Hoplon was rendering a service to Liebo, inasmuch as most of the job was subcontracted to Hoplon. Liebo denies employing any construction workers at the jobsite and also denies employing anyone named Edgar. Thus, the employment relationship between Edgar and Liebo and/or Edgar and Hoplon is relevant to the inquiry as to whether Liebo was an employer. Based on the testimony and invoices (Ex. O and Ex. T), we will not disturb the WCJ's finding that Hoplon was an employer, however the WCJ must make a determination with respect to whether Liebo was also an employer.

### III.

The courts have consistently held that an owner or general contractor is not liable under workers' compensation for injury to the employee of an independent contractor hired by the general contractor. (*State Comp. Ins. Fund v. I.A.C. (Grashel)* (1941) 46 Cal.App.2d 526, 528-530.) Likewise, it has been held that where a person hired by a primary employer is an employee rather than an independent contractor, the primary employer may be liable for workers'

compensation injuries to person hired by the employee on the theory that they are also the primary employer's employees. (*Blew v. Horner* (1986) 187 Cal.App.3d 1380 [51 Cal.Comp.Cases 615] (review den. March 5, 1987).)

As noted above, once the employment relationship is established, the burden shifts to the hiring entity to prove that the employee is an independent contractor, or employed by an independent contractor.

Here, Liebo had the contract with the homeowners and subcontracted Hoplon and other subcontractors to perform the work at this job. (Yousef Liebowitz's testimony, MOH/SOE, February 24, 2025, pp. 13, 15; Ex. O, Ex. T.) Removal of stucco, which is the work that applicant was performing at the time of injury, was an item within the scope of work between Liebo and Hoplon. (Applicant's testimony, MOH/SOE, February 24, 2025, pp. 8, 12, MOH/SOE, July 25, 2025, p. 7; Yousef Liebowitz's testimony, MOH/SOE, February 24, 2025, p. 13; Ex. O; Ex. T.)

Applicant testified that he was hired by Edgar, supervised by Edgar, Edgar told him when to start work, and Edgar paid him for the work performed. (Applicant's testimony, MOH/SOE, February 24, 2025, pp. 7-10, 12, MOH/SOE, July 25, 2025, p. 8, 9.) Although applicant testified that Edgar told him that he was employed by Liebo, Liebo denies employing any construction workers at the jobsite and denies employing anyone named Edgar. (Applicant's testimony, MOH/SOE, February 24, 2025, p. 8; Yousef Liebowitz's testimony, MOH/SOE, February 24, 2025, p. 14; MOH/SOE, December 9, 2025, p. 4.)

Thus, applicant met his burden to show an employment relationship. Hoplon did not call Edgar or any other employees to testify. In light of Mr. Liebowitz's testimony and the SCIF claims note, dated April 29, 2021, which lists "Edgar" (no last name) as Liebo's contact at Hoplon (Ex. P, p. 1), we will not disturb the WCJ's finding as to Hoplon.

In *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903 [83 Cal.Comp.Cases 817], the court provided the "ABC test," which was then codified in section 2775. For this date of injury, under section 3351(i), section 2775 controls the analysis for determining whether an employee is an independent contractor.<sup>3</sup> Section 2775(b) states in pertinent part:

(1) For purposes of this code and the Unemployment Insurance Code, and for the purposes of wage orders of the Industrial Welfare Commission, a person providing

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<sup>3</sup> While there are exceptions to the applicability of section 2775, the current record does not support the application of any exceptions.

labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:

(A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.

(B) The person performs work that is outside the usual course of the hiring entity's business.

(C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

It is important to recognize that a hiring entity must satisfy all three factors in order to meet its burden to show that a worker was an independent contractor.

In addition to the testimony discussed herein, Mr. Liebowitz testified that he went to the jobsite almost daily. He testified he would make sure Hoplon was doing the job properly and he would say "hi" to the workers. (Yousef Liebowitz's testimony, MOH/SOE, February 24, 2025, p. 14; MOH/SOE, December 9, 2025, pp. 4-5.) He also testified that:

He was asked who at the Snowfield job was in charge when he wasn't there. He testified he was in charge. He was asked if he gave instructions to the workers. He said, "No need." He was asked who would the workers call if they had a question. He said they would call him.

(Yousef Liebowitz's testimony, MOH/SOE, February 24, 2025, pp. 14-15.)

Based on Mr. Liebowitz's testimony, it is unclear who exercised control over the jobsite, Liebo or the various subcontractors.

#### IV.

A WCJ is required to "make and file findings upon all facts involved in the controversy and an award, order, or decision stating the determination as to the rights of the parties. Together with the findings, decision, order or award there shall be served upon all the parties to the proceedings a summary of the evidence received and relied upon and the reasons or grounds upon which the determination was made." (Lab. Code, § 5313; Cal. Code Regs., tit. 8, §§ 10759, 10761, 10787; see also *Blackledge v. Bank of America, ACE American Insurance Company* (2010) 75 Cal.Comp.Cases 613, 621-622 (Appeals Bd. en banc).) The WCJ's opinion on decision "enables

the parties, and the Board if reconsideration is sought, to ascertain the basis for the decision, and makes the right of seeking reconsideration more meaningful.” (*Hamilton v. Lockheed Corporation* (2001) 66 Cal.Comp.Cases 473, 476 (Appeals Bd. en banc), citing *Evans v. Workmen’s Comp. Appeals Bd.* (1968) 68 Cal.2d 753, 755 [33 Cal.Comp.Cases 350].)

Here, the matter proceeded to trial on the sole issue of employment. (MOH/SOE, February 24, 2025 trial, p. 3.) While the WCJ found that Hoplon was an employer, the WCJ did not make a finding as to Liebo.

Accordingly, we grant Hoplon’s Petition for Reconsideration, affirm the WCJ’s February 4, 2026 Findings as to the finding that Hoplon was applicant’s employer on the date of the claimed injury and defer the issue of whether Liebo was applicant’s employer on the date of the claimed injury, and return the matter to the WCJ for further proceedings consistent with this decision.

For the foregoing reasons,

**IT IS ORDERED** that defendant’s Hopland’s Petition for Reconsideration of the Findings of Fact issued by the WCJ on February 4, 2026 is **GRANTED**.

**IT IS FURTHER ORDERED**, as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the Findings issued by the WCJ on February 4, 2026 is **AFFIRMED** except that it is **AMENDED** as follows:

**FINDINGS OF FACT**

1. Luis Cruz, born [], was employed by the Hoplon Group, LLC on December 1, 2020, the date of the alleged work-related injury. The issue of whether applicant was employed by Liebo Builders on December 1, 2020 is deferred.
2. On the date of the alleged injury, Hoplon Group was insured by Norguard Insurance Company administered by Gallagher Bassett and Liebo Builders was insured by State Compensation Insurance Company.

**WORKERS' COMPENSATION APPEALS BOARD**

**/s/ KATHERINE WILLIAMS DODD, COMMISSIONER**

**I CONCUR,**

**/s/ JOSEPH V. CAPURRO, COMMISSIONER**

**/s/ CRAIG L. SNELLINGS, COMMISSIONER**



**DATED AND FILED AT SAN FRANCISCO, CALIFORNIA**

**MAY 11, 2026**

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

**LUIS CRUZ  
THE DOMINGUEZ FIRM LLP  
HANNA, BROPHY, MACLEAN MCALEER & JENSEN, LLP  
STATE COMPENSATION INSURANCE FUND**

***JB/pm***

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