WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

MICHAEL EYRAUD, *Applicant*

vs.

MACY'S, INC., permissibly self-insured; administered by SEDGWICK; KFORCE, INC.; AMERICAN HOME ASSURANCE COMPANY, administered by AIG/GALLAGHER BASSETT, *Defendants*

Adjudication Number: ADJ19403295
San Francisco District Office

OPINION AND ORDER GRANTING PETITION FOR RECONSIDERATION AND DECISION AFTER RECONSIDERATION

Defendant, KForce, Inc., insured by American Home Assurance Company and administered by AIG/Gallagher Bassett (KForce), seeks removal of the Findings of Fact issued on March 2, 2026, by the workers' compensation administrative law judge (WCJ). By the Findings of Fact, as relevant here, the WCJ found that applicant, while working as a content engineer by Macy's, Inc., permissibly self-insured and administered by Sedgwick (Macy's) during the period through February 2020 and by KForce during the periods January 4, 2021 through July 4, 2022 and October 5, 2022 through May 24, 2023, sustained an injury arising out of and occurring in the course of employment (AOE/COE) to his bilateral wrists; the date of injury pursuant to Labor Code section[1] 5412 was November 5, 2024; and applicant's claim for injury was not barred by defendants' statute of limitations defense.

KForce contends that the WCJ erred due to a number of issues, including a threshold dispute regarding the date of injury for purposes of section 5412, such that applicant's claim should be barred by the statute of limitations, and by establishing a single cumulative trauma period without citation to substantial medical legal opinions or without a stated legal rationale.

[1] All further statutory references are to the Labor Code, unless otherwise noted.

We received an Answer from defendant, Macy's. The WCJ issued a Report and Recommendation on Petition for Removal (Report) recommending that the Petition be denied whether it is considered a Petition for Removal or a Petition for Reconsideration.

We have considered the allegations of the Petition and Answer and the contents of the report of the WCJ with respect thereto. Based on our review of the record, and for the reasons discussed below, we will treat the Petition as one seeking reconsideration, grant the Petition as one seeking reconsideration, rescind the WCJ's March 2, 2026 Findings of Fact, and return this matter to the trial level for further proceedings consistent with this decision. This is not a final decision on the merits, and any aggrieved person may timely seek reconsideration of the new decision.

FACTUAL BACKGROUND

We will briefly review the relevant facts.

On June 13, 2024, applicant filed an Application for Adjudication of Claim alleging cumulative injury while employed by Macy's as a content engineer during the period from February 7, 2019 to February 7, 2020. In a notice dated August 21, 2024, Macy's denied applicant's claim. (Def. Macy's Exh. A.) Applicant received no employer provided medical treatment or workers' compensation benefits in connection with his claim of injury.

On September 10, 2024, applicant was deposed by Macy's. (Joint Exh. 101.)

Applicant was evaluated by Qualified Medical Evaluator (QME), James Shaw, M.D., on November 5, 2024. (Joint Exh. 102.) Dr. Shaw indicated that:

> It is my understanding that the patient was terminated from this employment [with Macy's] because he was essentially laid off, when the web content division was relocated to Georgia. The patient has performed several subsequent jobs as a contractor, working for Intuit, and it must be acknowledged that a significant portion of his symptoms may be related to this employment, rather than the prior employer.

(Joint Exh. 102, p. 20, ¶ 10.)

On February 6, 2025, applicant and Macy's proceeded to trial.

The WCJ found good cause to issue a Notice of Intention to Join KForce as a party defendant, which was served on February 10, 2025. An order joining KForce as a party defendant issued on March 18, 2025.

On October 1, 2025, QME Dr. Shaw provided a supplemental QME report after being provided medical and EDD records. (Joint Exh. 103.) He stated that:

> It is my opinion, to a degree of reasonable medical probability, that 45% of the permanent disability/whole person impairment in this case is due to the industrial injury of CT to last day of usual and customary employment Macy's Inc.
>
> It is my opinion, to a degree of reasonable medical probability, that 45% of the impairment is due to the date of injury of CT to last day of usual and customary employment at KForce.

(*Id.* at p. 7.)

The parties proceeded to trial on November 19, 2025 on the issue of injury AOE/COE, the date of injury, and defendant's claim for a statute of limitations defense. All other issues were deferred. No witnesses testified at the trial. Instead, applicant, Macy's, and KForce submitted applicant's deposition transcript as a joint offer of proof in lieu of testimony at trial. (Joint Exh. 101.) The parties also jointly submitted Dr. Shaw's initial and supplemental QME reports. (Joint Exhs. 102; 103.) Macy's also submitted its August 21, 2024 denial notice (Def. Macy's Exh. A), and Macy's and KForce jointly admitted Macy's risk management denial of claim notice dated December 15, 2016. (Defs. Macy's and KForce Exh. B.)

A Findings of Fact issued on March 2, 2026 finding in relevant part as follows:

> 1. The applicant MICHAEL EYRAUD [DOB omitted] while employed as a content engineer at San Francisco, California, by MACY'S during the period through February 2020 and by KFORCE during the periods January 4, 2021 through July 4, 2022 and October 5, 2022 through May 24, 2023, sustained an injury arising out of and in the course of employment to his bilateral wrists.
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> * * *
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> 4. Pursuant to Labor Code section 5412, the date of injury for the injury identified in Finding of Fact No. 1 is November 5, 2024.
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> 5. The applicant filed his Application for Adjudication of Claim to commence proceedings for the collection of benefits related to the injury identified in Finding of Fact No. 1 on June 13, 2024.
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> 6. Applicant's claim for injury identified in Finding of Fact No.1 is not barred by defendants' statute of limitations defense.
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> 7. All other issues are deferred, with jurisdiction reserved.

Thereafter, KForce sought reconsideration of the Findings of Fact.

DISCUSSION

I.

Former section 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."

Here, according to Events, the case was transmitted to the Appeals Board on April 9, 2026, and 60 days from the date of transmission is June 8, 2026. This decision is issued by or on June 8, 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 and Recommendation shall be notice of transmission.

Here, according to the proof of service for the Report and Recommendation by the workers' compensation administrative law judge, the Report was served on April 9, 2026, and the case was transmitted to the Appeals Board on April 9, 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 April 9, 2026.

II.

If a decision includes resolution of a "threshold" issue, then it is a "final" decision, whether or not all issues are resolved or there is an ultimate decision on the right to benefits. (*Aldi v. Carr, McClellan, Ingersoll, Thompson & Horn* (2006) 71 Cal.Comp.Cases 783, 784, fn. 2 (Appeals Bd. en banc).) A "final" order has been defined as one that either "determines any substantive right or liability of those involved in the case" (*Rymer v. Hagler* (1989) 211 Cal.App.3d 1171, 1180; *Safeway Stores, Inc. v. Workers' Comp. Appeals Bd. (Pointer)* (1980) 104 Cal.App.3d 528, 534 535 [45 Cal.Comp.Cases 410]; *Kaiser Foundation Hospitals v. Workers' Comp. Appeals Bd. (Kramer)* (1978) 82 Cal.App.3d 39, 45 [43 Cal.Comp.Cases 661]) or determines a "threshold" issue that is fundamental to the claim for benefits. *(Maranian v. Workers' Comp. Appeals Bd.* (2000) 81 Cal.App.4th 1068, 1070, 1075 [65 Cal.Comp.Cases 650].) Threshold issues include, but are not limited to, the following: injury AOE/COE, jurisdiction, the existence of an employment relationship, and statute of limitations issues. (See *Capital Builders Hardware, Inc. v. Workers' Comp. Appeals Bd. (Gaona)* (2016) 5 Cal.App.5th 658, 662 [81 Cal.Comp.Cases 1122].) Here, the Findings of Fact resolves threshold issues, including the date of injury for section 5412 purposes and that applicant's claim was not barred by the statute of limitations. Thus, we will treat KForce's Petition as one for reconsideration.

III.

Generally, proceedings before the Workers' Compensation Appeals Board ("WCAB") are commenced by the filing of an application. (Lab. Code § 5500; Cal. Code Regs., tit. 8, § 10450.) To be eligible for workers' compensation benefits, an applicant must commence proceedings with the WCAB within one year of (1) the date of injury or (2) the expiration of the period covered by the employer's last payment of disability indemnity or (3) the date of the last furnishing by the employer of medical, surgical or hospital treatment. (Lab. Code § 5405; *J.T. Thorp v. Workers' Comp. Appeals. Bd.* (*Butler*) (1984) 153 Cal.App.3d 327 [49 Cal.Comp.Cases 224].) The statute of limitations is an affirmative defense, and the defendant has the burden of proof. (Lab. Code, §

5409; *Kaiser Foundation Hospitals v. Workers' Comp. Appeals Bd.* (*Martin*) (1985) 39 Cal.3d 57, 67, fn. 8 [50 Cal.Comp.Cases 411].)

In cases involving an alleged cumulative injury, the date of injury as described in section 5405(a) is governed by section 5412, which states:

> The date of injury in cases of occupational diseases or cumulative injuries is that date upon which the employee first suffered disability therefrom and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by his present or prior employment.

(Lab. Code, § 5412.)

Section 5412 requires a convergence of two elements: 1) the date when the employee first suffers disability; and, 2) the employee's acquisition of knowledge that such disability was caused by the employee's present or prior employment. (See *State Comp. Ins. Fund v. Workers' Comp. Appeals Bd.* (*Rodarte*) (2004) 119 Cal.App.4th 998 [69 Cal.Comp.Cases 579].)

Section 3208.1 provides that an injury may be either cumulative or specific. No cumulative injury can occur without disability. (*Van Voorhis v. Workmen's Comp. Appeals Bd.* (1974) 37 Cal.App.3d 81, 86-87 [39 Cal.Comp.Cases 137]; *Aetna Cas. & Surety Co. v. Workmen's Comp. Appeals Bd.* (*Coltharp*) (1973) 35 Cal.App.3d 329, 342-343 [38 Cal.Comp.Cases 720].) A cumulative injury is one that occurs as "repetitive mentally or physically traumatic activities extending over a period of time, the combined effect of which causes any disability or need for medical treatment." (Lab. Code, § 3208.1(b).) Section 3208.1(b) further provides that "[t]he date of a cumulative injury shall be the date determined under Section 5412." (*Ibid*.)

Section 3208.2 states that:

> When disability, need for medical treatment, or death results from the combined effects of two or more injuries, either specific, cumulative, or both, all questions of fact and law shall be separately determined with respect to each such injury, including, but not limited to, the apportionment between such injuries of liability for disability benefits, the cost of medical treatment, and any death benefit.

(Lab. Code, § 3208.2.)

The issue of how many cumulative injuries an employee sustained is a question of fact for the WCAB. (See *Coltharp*, *supra*, 35 Cal.App.3d at p. 341 [Applicant sustained two separate cumulative injuries, one before and one after the initial period of disability and need for treatment; to conclude otherwise would violate the anti-merger provisions of sections 3208.2 and 5303];

Western Growers Ins. Co. v. Workers' Comp. Appeals Bd. (*Austin*) (1993) 16 Cal.App.4th 227, 234-235 [58 Cal.Comp.Cases 323] [Applicant had one continuous compensable injury because, unlike *Coltharp*, his two periods of temporary disability were linked by the continued need for medical treatment and the two periods were not "distinct."].)

It is accepted that substantial evidence must support the decisions by the Appeals Board. (Lab. Code, §§ 5903, 5952(d); *Lamb v. Workmen's Comp. Appeals Bd.* (1974) 11 Cal.3d 274 [39 Cal.Comp.Cases 310]; *Garza v. Workmen's Comp. Appeals Bd.* (1970) 3 Cal.3d 312 [35 Cal.Comp.Cases 500]; *LeVesque v. Workmen's Comp. Appeals Bd.* (1970) 1 Cal.3d 627 [35 Cal.Comp.Cases 16].) To constitute substantial evidence ". . . a medical opinion must be framed in terms of reasonable medical probability, it must not be speculative, it must be based on pertinent facts and on an adequate examination and history, and it must set forth reasoning in support of its conclusions." (*Escobedo v. Marshalls* (2005) 70 Cal.Comp.Cases 604, 621 (Appeals Board en banc).) "Medical reports and opinions are not substantial evidence if they are known to be erroneous, or if they are based on facts no longer germane, on inadequate medical histories and examinations, or on incorrect legal theories. Medical opinion also fails to support the Board's findings if it is based on surmise, speculation, conjecture or guess." (*Hegglin v. Workmen's Comp. Appeals Bd.* (1971) 4 Cal.3d 162, 169 [36 Cal.Comp.Cases 93].)

"[I]n order to ensure reliance on substantial evidence, and a complete adjudication of the issues consistent with due process," the WCJ and the Appeals Board both have a duty to further develop the record where there is an absence of, or insufficient evidence to determine the issues raised for trial. (*Tyler v. Workers' Comp. Appeals Bd.* (1997) 56 Cal. App.4th 389, 393-395 [62 Cal.Comp.Cases 924]; *McClune v. Workers' Comp. Appeals Bd.* (1998) 62 Cal.App.4th 1117, 1121-1122 [63 Cal.Comp.Cases 261]; see Lab. Code, §§ 5701 and 5906 and *McDuffie v. Los Angeles County Metropolitan Transit Authority* (2001) 67 Cal.Comp.Cases 138, 139 (Appeals Board en banc).) Indeed, the Appeals Board has a constitutional mandate to "ensure substantial justice in all cases," and is therefore "clearly permitted" to admit evidence even after the discovery cut-off under section 5502(d)(3). (*Kuykendall v. Workers' Comp. Appeals Bd.* (2000) 79 Cal.App.4th 396, 403-405 [65 Cal.Comp.Cases 264]; Cal. Const., art. XIV, § 4 [The system of workers' compensation "shall accomplish substantial justice in all cases expeditiously, inexpensively, and without incumbrance of any character; all of which matters are expressly declared to be the social public policy of this State."].) Pursuant to sections 5701 and 5906, a WCJ

or the Appeals Board may not leave undeveloped issues that, through the exercise of its specialized knowledge, recognizes as requiring further evidentiary development. (*Kuykendall*, *supra*, at p. 404.)

All parties to a workers' compensation proceeding retain the fundamental right to due process and a fair hearing under both the California and United States Constitutions. (*Rucker v. Workers' Comp. Appeals Bd.* (2000) 82 Cal.App.4th 151, 157-158 [65 Cal.Comp.Cases 805].) A fair hearing is ". . . one of 'the rudiments of fair play' assured to every litigant . . ." (*Id.* at p. 158.) As stated by the California Supreme Court in *Carstens v. Pillsbury* (1916) 172 Cal. 572, [The] commission, . . . must find facts and declare and enforce rights and liabilities, -- in short, it acts as a court, and it must observe the mandate of the constitution of the United States that this cannot be done except after due process of law. (*Id.* at p. 577.)

Decisions of the Appeals Board "must be based on admitted evidence in the record." (*Hamilton v. Lockheed Corporation* (2001) 66 Cal.Comp.Cases 473, 476 (Appeals Board en banc).) An adequate and complete record is necessary to understand the basis for the WCJ's decision. (Lab. Code, § 5313.) "It is the responsibility of the parties and the WCJ to ensure that the record is complete when a case is submitted for decision on the record. At a minimum, the record must contain, in properly organized form, the issues submitted for decision, the admissions and stipulations of the parties, and admitted evidence." (*Hamilton*, *supra*, at p. 475.)

Here, the record is not clear nor is it fully developed, and for the reasons detailed below, we cannot make a complete and meaningful review.

Applicant testified that his work at KForce was remote and that he was a "web developer" working on different coding projects. (Joint Exh. 101, p. 16, line 9-p. 19, line 13.) Yet the Findings of Fact only found applicant was employed as "a content engineer" by Macy's up to February 2020 and by K-Force, with no occupation listed, during the periods January 4, 2021 through July 4, 2022 and October 5, 2022 through May 24, 2023.

In finding there was a single cumulative injury, the WCJ's Report acknowledged that the issue of whether there were multiple injuries was not raised by the parties, but that the WCJ had to address the matter to decide the issues of AOE/COE and the date of injury. (Report, p. 17, ¶ 2.). In reaching a determination, the WCJ conceded Dr. Shaw found injury AOE/COE in the form of two cumulative injuries, one with Macy's and one with KForce. (See Joint Exh. 103, p. 9, ¶¶ 9-10; Report, p. 16, ¶ 3-p. 19, ¶ 2.) Nevertheless, the WCJ dismissed Dr. Shaw's conclusion, finding

there was only one cumulative injury because the type of work being done by applicant was largely similar between the two employers. (Report, p. 18, ¶¶ 1-2.)

Yet, the finding as to a single injury appears to improperly "merge" several periods of injurious exposure, which may mean that there are at least two cumulative injuries. We note that if there is a finding of a single cumulative trauma, either Macy's or KForce would be the liable employer, not both. The supposition that applicant did the same work for both employers appears to be speculative at best, since there is no testimony from applicant after KForce was joined. At his deposition, applicant denied any injuries while working for KForce, claimed he did not sustain any injuries while working for KForce, and denied receiving medical treatment while working for KForce. (Joint Exh. 101, p. 23, lines 9-13, p. 40, line 24-p. 42, line 3.) He attributed his injury to not having ergonomic equipment while working for Macy's and contended he received treatment during his employment with Macy's. (Joint Exh. 101, p. 38, lines 4-14; Joint Exh. 103, pp. 4-6, Review of Records.)

The 5412 date of injury determination by the WCJ appears to apply as against all defendants. Yet, the WCJ found that date to be November 5, 2024, the date QME Dr. Shaw first evaluated applicant, which was before KForce was a party to the case. At the time of his deposition on September 1, 2024, applicant stated he had been receiving EDD disability benefits for several months, after his chiropractor placed him on disability for his right wrist. (Joint Exh. 101, p. 42, line 23- p. 43, line 11.) Hypothetically, assuming these facts are ultimately supported by the evidence, the section 5412 date for Macy's is likely no later than June 2024. We observe that if applicant's claim is ultimately only against Macy's, in addition to the section 3600(a)(10)(D) and section 5412 analyses, consideration of section 3600(a)(10)(B) is also required because applicant treated for his claimed injuries while employed at Macy's. (Lab. Code, § 3600(a)(10)(B) & (D).)

At the initial QME evaluation, applicant told Dr. Shaw that he believed his industrial injury occurred secondary to editing with a mouse within the Adobe Photoshop program at Macy's because it involved significant use of a mouse and poor ergonomic set-up. (Joint Exh. 102, p. 4, 2.) Applicant's deposition testimony reflected he was unsure whether he started at Macy's in 2005 or 2009. (Joint Exh. 101, p. 20, lines 15-24.) Applicant also testified he worked on "programming of home pages" for Macy's for 14 years, but then his work changed when he got a promotion because he was given bigger assignments. (Joint Exh. 101, p. 24, lines 7-17.) Given there are fifteen years from 2005 to 2020, it is unclear when applicant's job duties changed. Dr. Shaw

speculated that applicant's symptoms were from subsequent employment but does not discuss what applicant actually did at his subsequent employment. (Joint Exh. 102, p. 20, ¶ 10)

The decision here was based on the two QME reports, and applicant's deposition testimony in lieu of trial testimony. Applicant's deposition and the evaluation by the QME took place prior to KForce being joined as a party defendant, such that evidence in connection with applicant's work with KForce could not be fully developed or elicited. Due to the number of inconsistencies and the lack of information about applicant's actual duties at K-Force, applicant's deposition testimony is not sufficient to support a decision based on substantial evidence. Pointedly, although Dr. Shaw provided supplemental medical reporting after KForce was joined, he never reevaluated applicant after K-Force was joined. As such, Dr. Shaw's medical reporting cannot be considered substantial evidence because it is based on an amorphous factual record and does not clearly discuss his conclusions with respect to causation. (See, *Hegglin*, *supra*, at p. 169.)

Accordingly, the record is not fully developed and the WCJ's decision was not based on substantial evidence. We grant KForce's Petition as one seeking reconsideration, rescind the March 2, 2026 Findings of Fact, and return this matter to the trial level for further proceedings consistent with this decision.

IV.

Upon return to the trial level, we suggest the WCJ also consider the following.

In the seminal case of *Kowalski v. Shell Oil Company* (1979) 23 Cal.3d 168, 174-175 [44 Cal.Comp.Cases 134], the California Supreme Court explained the concept of "general" and "special" employment as follows:

> The possibility of dual employment is well recognized in the case law. "Where an employer sends an employee to do work for another person, and both have the right to exercise certain powers of control over the employee, that employee may be held to have two employers -- his original or 'general' employer and a second, the 'special' employer." [Citation.] *In Industrial Ind. Exch. v. Ind. Acc. Com.* (1945) 26 Cal.2d 130, 134-135 [156 P.2d 926], this court stated that "an employee may at the same time be under a general and a special employer, and where, either by the terms of a contract or during the course of its performance, the employee of an independent contractor comes under the control and direction of the other party to the contract, a dual employment relation is held to exist. [Citations.]"
>
> If general and special employment exist, "the injured workman can look to both employers for [workers'] compensation benefits. [Citations.]"

The paramount consideration in determining whether a special employment relationship exists "is whether the special employer has 'the right to control and direct the activities of the alleged employee or the manner and method in which the work is performed, whether exercised or not. [Citation.]" (*Kowalski*, 23 Cal.3d at p. 175.) Although the *Kowalski* case and a number of cases following it reiterate that the issue of control is the primary criterion in the determination of the existence of a special employment relationship, the following other relevant factors have also been enumerated:

> (1) whether the borrowing employer's control over the employee and the work he is performing extends beyond mere suggestion of details or cooperation; (2) whether the employee is performing the special employer's work; (3) whether there was an agreement, understanding, or meeting of the minds between the original and special employer; (4) whether the employee acquiesced in the new work situation; (5) whether the original employer terminated his relationship with the employee; (6) whether the special employer furnished the tools and place for performance; (7) whether the new employment was over a considerable length of time; (8) whether the borrowing employer had the right to fire the employee and (9) whether the borrowing employer had the obligation to pay the employee.

(*Riley v. Southwest Marine, Inc.* (1988) 203 Cal.App.3d 1242, 1250.)

Moreover, case law has acknowledged where, "the general employer is a temporary employment agency … and the business to which the employee is assigned has the right of supervision and direction of the employment duties, the typical result is to find the existence of a special employment relationship. '[Employers] obtaining workers from [temporary employment services] have usually, but not invariably, been held to assume the status of special employer.' (1C Larson, Workmen's Compensation Law, § 48.23, pp. 8-488 -- 8-489, fns. omitted.)." (*Santa Cruz Poultry, Inc. v. Superior Court* (*Stier*) (1987) 194 Cal.App.3d 575, 579.) "When the general employer … merely arranges for labor and does not provide equipment, the majority of decisions hold the worker is a special employee." (*Id*. at p. 582.)

Here, although KForce was joined as a party defendant, there is evidence KForce was the employment agency, but the actual work was performed solely for Intuit. (Joint Exh. 101, p. 16, line 15-p. 18, line 19.) Upon return to the trial level, consideration of the general and special relationship may be warranted as to KForce and Intuit.

Accordingly, we grant the Petition for Reconsideration, rescind the March 2, 2026 Findings of Fact, and return the matter to the WCJ for further proceedings consistent with this decision. When the WCJ issues a new decision, any aggrieved person may timely seek reconsideration.

For the foregoing reasons,

IT IS ORDERED that defendant, KForce's, Petition for Reconsideration of the March 2, 2026 Findings of Fact is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the March 2, 2026 Findings of Fact is **RESCINDED** and that the matter is **RETURNED** to the trial level for further proceedings consistent with this opinion.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSEPH V. CAPURRO, COMMISSIONER

I CONCUR,

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER

/s/ PAUL F. KELLY, COMMISSIONER

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

JUNE 8, 2026

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

MICHAEL EYRAUD
LAW OFFICE OF DAVID L. HART
FELLMAN & ASSOCIATES
COLEMAN CHAVEZ & ASSOCIATES, LLP

DC/*cs*

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