

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

MICHELE CLARK, *Applicant*

vs.

**IRHYTHM TECHNOLOGIES, INC.; TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA, administered by TRAVELERS DALLAS, *Defendants***

**Adjudication Numbers: ADJ18752560 (MF); ADJ18752569; ADJ18752577
Van Nuys District Office**

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

Defendant seeks reconsideration of the April 7, 2026 Joint Findings and Order (“F&O”), wherein the workers’ compensation administrative law judge (“WCJ”) concluded that there was subject matter jurisdiction over applicant’s claims because she was hired in California. Defendant asserts the WCJ erred because applicant did not prove that she was hired in California, rather than in Texas, where she was employed.

We received an Answer. The WCJ prepared a Report and Recommendation on Petition for Reconsideration (“Report”), recommending that the Petition be denied.

We have considered the Petition for Reconsideration, the Answer, and the contents of the Report, and we have reviewed the record in this matter. For the reasons discussed below, we will rescind the F&O and substitute a new order finding that there is personal jurisdiction over defendant, while deferring the issue of subject matter jurisdiction because (1) it was not properly submitted for decision, and (2) further development of the record may be required to determine whether there is a basis for subject matter jurisdiction over applicant’s claims.

FACTS AND PROCEDURAL HISTORY

Applicant filed three Applications for Adjudication. In Case No. ADJ18752560, applicant alleges a cumulative injury to her hands, fingers, right shoulder, lower back, and stress sustained

from November 1, 2021 to March 15, 2023, while employed by defendant. In Case No. ADJ18752569, applicant alleges a specific injury sustained to her wrists on February 16, 2023. Finally, in Case No. ADJ18752577, applicant alleges a second specific injury, this time to her arms, sustained on March 23, 2023.

Defendant filed Answers to the Applications for Adjudication of Claim, stating in relevant part: “Defendants dispute jurisdiction asserting that there’s not sufficient minimum contact with California to justify jurisdiction before the California Workers’ Compensation Appeals Board.” (See, e.g., Answer to Application for Adjudication of Claim in Case No. ADJ18752560, at p. 9.)

At her deposition, applicant testified that she began working for defendant on November 1, 2021. (Deposition of Applicant, at p. 10.)¹ Applicant has lived her entire life in Texas. (*Id.* at p. 9.) Applicant found the job opening for her employment with defendant online, while browsing from home. (*Id.* at p. 12.) Applicant filled out the job application online from home, interviewed online from home, and received mandatory training prior to starting her job duties online at home. (*Id.* at pp. 13–14.) Applicant also signed the job contract with defendant at her Texas home. (*Id.* at p. 14.)

Applicant worked as a lab technician; her job was to make calls to doctors’ offices, hospitals and the like relating to the results of Holter monitor studies – a medical device used to record irregular heartbeats. (*Id.* at p. 14.) Applicant testified that she worked from Houston, where she lived. (*Id.* at pp. 14–15.) She confirmed that defendant had an office located in Houston. (*Id.* at p. 15.) While working for defendant, applicant had two supervisors; she only remembered their first names. (*Ibid.*) She didn’t know where Ivy, the first supervisor, was based; the second supervisor, Tiffany, was based at the Houston office. (*Id.* at p. 16.)

Applicant never travelled for work while employed by defendant; she had a trip coming up near the end of her employment but didn’t attend because of her injury. (*Ibid.*) Applicant was a fully remote employee; she never worked for defendant from anywhere except her Houston home. (*Id.* at pp. 16–17.) Applicant never performed any work for defendant in California. (*Id.* at p. 18.)

The individual applicant interviewed with to get the job was based in California. (*Id.* at p. 31.) Defendant’s corporate office is also based in California. (*Ibid.*) The trip applicant was supposed to attend before her injury prevented her from doing so was to California. (*Ibid.*)

¹ This decision cites to the deposition page number, rather than to the page number of the PDF file admitted into evidence.

Applicant's job duties required her to work with businesses all around the country, including in California. (*Id.* at p. 32.)

Applicant's employment contract with defendant indicated that "all legal matters would be under the auspices of California law." (*Ibid.*) There was also an arbitration clause stating that any dispute would be arbitrated under California law, and a further provision that any lawsuit by the company against applicant would be in California. (*Id.* at pp. 32–33.)

The matter proceeded to trial on February 25, 2026, with applicant's three claims consolidated for purposes of trial. According to the Pre-trial Conference Statement ("PTCS"), one of the issues for trial was: "whether the California Workers' Compensation Appeals Board has personal jurisdiction over applicant's claims of injury." (PTCS, 9/24/25, at pp. 6–7.) Similarly, according to the Minutes of Hearing, the sole issue for trial was: "Whether or not California Workers' Compensation Appeals Board has personal jurisdiction over Applicant's claims of injury." (Minutes of Hearing / Summary of Evidence ("MOH/SOE"), 2/25/26 at pp. 2, 3 and 4 for each case number.) Exhibits were admitted, with applicant the sole witness to testify. (*Id.* at p. 4.) The Exhibits included both an "AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT" ("At-will Employment Agreement"), Exhibit 1, and an "Offer Letter," Exhibit 2. (*Ibid.*)

Applicant's testimony at trial largely mirrored her deposition testimony. Applicant testified that she signed an "offer letter/employment contract" electronically via DocuSign while in Texas. (*Id.* at p. 5.) The document showed it "originated" from San Francisco, California, and after she signed it, someone from the company counter-signed it in San Francisco. (*Ibid.*) Applicant received a copy of the agreement but did not print it, and after her injury, she lost access to it. (*Ibid.*)

On cross-examination, applicant confirmed that she never met or knew Amber Walker, the counter-signer on the At-will Employment Agreement introduced into evidence, and she did not know where that person was based. (*Id.* at p. 5.) She did not recall whether the Offer Letter already contained any signatures when she received and signed it. (*Id.* at p. 6.)

On April 7, 2026, the WCJ issued his F&O, finding "subject matter jurisdiction" over applicant's claims of injury, with all other issues reserved and deferred. (F&O, at p. 1.) The appended Opinion on Decision lists the issue as: "Whether or not California Workers' Compensation Appeals Board has personal jurisdiction over Applicant's claims of injury?"

(Opinion on Decision, at p. 4.) Under a header titled “California has subject matter jurisdiction over these injuries,” the Opinion on Decision asserts that the WCAB can exercise subject matter jurisdiction over the claim because applicant was hired in California. (*Id.* at pp. 4–5.) The Opinion on Decision reasons that according to the “old rule of offer and acceptance,” the contract was accepted in California because the employer was the last party to sign the contract, and signed it here. (*Id.* at p. 5.) According to the Opinion on Decision: “At the time the contract for employment was signed by Applicant and sent to San Francisco, it was an offer by Applicant to work for iRhythm Technologies under the terms of the contract, and once countersigned in San Francisco, there was acceptance.” (*Ibid.*)

The instant Petition for Reconsideration followed.

DISCUSSION

I.

Former Labor Code 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, Labor Code 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 Labor Code 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 May 5, 2026, and 60 days from the date of transmission is Saturday, July 4, 2026. The next business day that is 60 days from the date of transmission is Monday, July 6, 2026. (See Cal. Code Regs., tit. 8, § 10600(b).)² This decision is issued by or on Monday, July 6, 2026, so that we have timely acted on the petition as required by Labor Code section 5909(a) as it existed at the time the Petition for Reconsideration was filed and transmitted.

Labor Code 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. Labor Code 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 May 5, 2026, and the case was transmitted to the Appeals Board on May 5, 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 Labor Code section 5909(b)(1) because service of the Report in compliance with Labor Code section 5909(b)(2) provided them with actual notice as to the commencement of the 60-day period on May 5, 2026.

II.

Initially, we note that the parties seem to have conflated the issues of personal and subject matter jurisdiction:

Generally, subject matter jurisdiction is the court's power to hear and resolve a particular dispute or cause of action, while personal jurisdiction relates to the power to bind a particular party, and depends on the party's presence, contacts, or other conduct within the forum state. (*Donaldson v. National Marine, Inc.* (2005) 35 Cal.4th 503, 512, 25 Cal. Rptr. 3d 584, 107 P.3d 254, citing *Greener v. Workers' Comp. Appeals Bd.* (1993) 6 Cal.4th 1028, 1034-1035.)

² 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.

(*Neal v. San Francisco 49ers* (2021) 2021 Cal. Wrk. Comp. P.D. LEXIS 68, *11-13.) Here, both the PTCS and the Minutes of Hearing state that the issue to be tried was “personal jurisdiction over applicant’s claims of injury.” Stated plainly, this cannot be correct: personal jurisdiction is exercised over a party, not over a claim or an injury. Instead, it appears that the intent of the parties was likely to submit the question of whether there is subject matter jurisdiction over applicant’s claims.

To the extent that the parties *did* submit the issue of personal jurisdiction, it is evident from the face of the record that personal jurisdiction over defendant exists as to this claim. Defendant appears to be a California-based company, and has also submitted to the jurisdiction of this tribunal through its filings and appearances, many of which, including the Petition for Reconsideration, do not state that defendant is specially appearing to contest personal jurisdiction. Applicant’s At-will Employment Agreement also included a provision requiring her to expressly consent to personal jurisdiction in California “for any lawsuit filed against me by the Company,” as well as providing that the agreement “will be governed by the laws of the State of California.” (Ex. 1, at p. 9.) Under the circumstances, we do not think there can be any serious argument that the WCAB lacks personal jurisdiction over defendant, and we do not read the Petition for Reconsideration as actually contesting personal jurisdiction. However, in an abundance of caution, we will rescind the F&O and substitute a new order finding personal jurisdiction over defendant, given the issue was technically submitted for decision.

Turning to the issue of subject matter jurisdiction, the failure to actually submit the matter for decision raises due process concerns with us rendering a decision. Although it *appears* to us that the parties’ intent was to litigate the issue of subject matter jurisdiction, the Minutes of Hearing show that the only issue submitted for decision was personal jurisdiction, and we do not think it appropriate to rewrite the issues the parties agreed to submit for decision without their explicit consent. Accordingly, we believe the best course of action is to defer the issue of subject matter jurisdiction, to allow the parties to resubmit the issue for decision properly at a new trial where the issue is clearly framed and argued.

To that end, however, we offer a few observations that may guide the parties and the WCJ in determining that question. In general, the Workers’ Compensation Appeals Board (“WCAB”) may assert its subject matter jurisdiction in a given workers’ compensation injury claim when the evidence establishes that an employment related injury, which is the subject matter, has a

significant connection or nexus to the state of California. (See §§ 5300, 5301; *King, supra*, 270 F.2d at 360; *Federal Insurance Co. v. Workers' Comp. Appeals Bd. (Johnson)* (2013) 221 Cal.App.4th 1116, 1128.) Whether there is a significant connection or nexus to the State of California is best described as an issue of due process, though it has also been referred to as a question of subject matter jurisdiction. (*New York Knickerbockers v. Workers' Comp. Appeals Bd. (Macklin)* (2015) 240 Cal.App.4th 1229, 1238; *Johnson, supra*, 221 Cal.App.4th at 1128.)

Section 5300 provides a general grant of jurisdiction over claims for compensation for work-related injuries occurring in the state of California. In addition, the WCAB can also assert subject matter jurisdiction over injuries occurring outside this state in certain circumstances. Section 3600.5, subdivision (a) states: "If an employee who has been hired or is regularly working in the state receives personal injury by accident arising out of and in the course of employment outside of this state, he or she, or his or her dependents, in the case of his or her death, shall be entitled to compensation according to the law of this state." (§ 3600.5(a).) Similarly, section 5305 states: "The Division of Workers' Compensation, including the administrative director, and the appeals board have jurisdiction over all controversies arising out of injuries suffered outside the territorial limits of this state in those cases where the injured employee is a resident of this state at the time of the injury and the contract of hire was made in this state." (§ 5305.)³

The WCAB is solely a creation of the Legislature, and thus its fundamental subject matter jurisdiction is limited by statute. Article XVI, section 4, of the California Constitution provides that the Legislature "is ... expressly vested with plenary power, unlimited by any provision of this Constitution, to create, and enforce a complete system of workers' compensation, by appropriate legislation." (Cal. Const., art. XIV, § 4.) Thus, in the absence of a statute affirmatively conferring subject matter jurisdiction over a claim to the WCAB, we cannot exercise jurisdiction over the claim. (*Tripplett v. Workers' Comp. Appeals Bd.* (2018) 25 Cal.App.5th 556, 562.) The requirement to demonstrate statutory subject matter jurisdiction is in addition to the significant connection or nexus to the state required by due process to support the exercise of jurisdiction under the *Johnson* line of cases referenced above. (See *Johnson, supra*, 221 Cal.App.4th at 1128.)

We further observe that the WCJ in this case appeared to rest his determination as to subject matter jurisdiction on the fact that the last signature on the "employment contract" – by which the

³ The residency requirement of section 5305 has long been recognized as unconstitutional. (See *Bowen v. Workers' Comp. Appeals Bd.* (1999) 73 Cal.App.4th 15, 20, fn. 6 [64 Cal.Comp.Cases 745].)

WCJ was apparently referring to the At-will Employment Agreement, not to the Offer Letter initially sent to applicant – was defendant’s. From this, the WCJ reasoned that applicant was the offeror, and no employment relationship was formed until the employer accepted applicant’s offer via its signature. It is true that under binding appellate precedent, the primary basis for determining the location of hire for the purposes of sections 3600.5(a) and 5305 is the location where the offeree accepts the offer of employment. (See *Bowen v. Workers’ Comp. Appeals Bd.* (1999) 73 Cal.App.4th 15, 21-22; *Tripplett v. Workers’ Comp. Appeals Bd.*, *supra*, 25 Cal.App.5th at 565–66.) However, it is not the case that the last party to sign a contract is necessarily the accepting party, because an employment contract for purposes of workers’ compensation law is formed by the acceptance of the *offer*, not the signing of a contract, which may simply be a condition subsequent:

In keeping with the spirit of the Workers' Compensation Act, as reflected in the authorities cited, including those of the WCAB, we conclude that under sections 3600.5 and 5305 an employee who is a professional athlete residing in California, such as Bowen, *who signs a player's contract in California furnished to the athlete here by an out of state team, is entitled to benefits under the act for injuries received while playing out of state under the contract. This is so even though the team has not yet signed the contract, and, as a condition of the contract, a third party such as the commissioner of the sport must approve the contract.*

(*Bowen, supra*, 73 Cal. App. 4th at 26–27 (emphasis added).)

Accordingly, the operative question is not who signed the contract last, but when and where the offer of employment was accepted. Here, we note that an Offer Letter was introduced into evidence, which applicant signed and returned to the company prior to the signing of the At-will Employment Agreement. If the Offer Letter was in fact an offer – as its title certainly appears to suggest – it would appear that applicant accepted defendant’s offer by signing and returning that letter. Although we do not prejudge the matter definitively, without some indication that the Offer Letter was not actually an offer of employment which applicant accepted, and in the absence of evidence that applicant was in fact the offeror of an offer which defendant accepted, it would seem difficult to find subject matter jurisdiction on this basis.

However, a recent appellate decision, *Atlanta Falcons v. Workers' Comp. Appeals Bd.* (2025) (“*Gandy*”) 114 Cal.App.5th 1268, suggested that it would be appropriate to deem a professional athlete employed by a California-based team to be hired in California simply based

on the identity of the employer as a California-based team, even if the offer was in fact accepted elsewhere and even if the employment occurred exclusively out of state. (*Id.* at p. 1280.) As stated therein:

Significantly, in determining whether a particular contract is a California contract for hire, California courts ordinarily apply a liberal construction of both the law *and the facts* in favor of finding California jurisdiction. (*Bowen, supra*, 73 Cal.App.4th at p. 25.) **The *Bowen* court explained through a series of examples that this rule allows even a relatively minimal connection between the contract and the State of California to be sufficient to construe the contract as a California contract for hire, even if the typical rules of contract interpretation would deem the contract to have been made somewhere else. (*Id.* at pp. 20–25.) Accordingly, it is unlikely a California-based team would *ever* be determined to have entered a non-California contract for hire, for the simple reason that the California-based team’s location in California would supply the necessary connection to California to deem the contract a California contract.**

(*Gandy, supra*, 114 Cal.App.5th at p. 1280 (bold added; italics original).)

Therefore, to the extent that defendant is a California-based corporation – something alluded to in the record but not definitively established – under *Gandy*, it might conceivably be appropriate to deem applicant hired in California simply by dint of that fact alone. If applicant wishes to pursue this theory, we think it would be incumbent on her to develop the record more fully with regard to defendant’s status as a California corporation and the degree to which its operations are centered here. For example, the record alludes to a Houston office, suggesting that at a minimum the corporation may not be exclusively California-based, but the degree to which the corporation’s operations are centered in California as opposed to other locations is not entirely clear.

Finally, we make an observation about the manner in which defendant has litigated this case. Candidly, we are not impressed by the argument in the Petition for Reconsideration that there is no proof that the At-will Employment Agreement was signed in California by defendant’s hiring representative. (See Petition for Reconsideration, at pp. 3–4.) Although as described above we are not convinced that the location of defendant’s representative is necessarily dispositive to the question of where applicant was hired, it is hard for us to credit the idea that defendant cannot ascertain where its own hiring representative was at the time they signed the At-will Employment Agreement in 2021. Defendant’s attempt to hide behind speculation that a Houston signing “seems the more likely scenario” therefore appears self-serving, and we think the WCJ was well within

his rights to make a negative inference in response to defendant's failure to clearly articulate where the document was signed. To the extent that defendant wishes to seriously contest whether its representative was in California at the time of signing when the matter is resubmitted, we trust it will exercise greater diligence than it did here in supplying evidence as to where the signing did occur.

In accordance with the above, we will rescind the F&O and substitute a new order finding that there is personal jurisdiction over defendant iRhythm Technologies, Inc. in California, with all other issues – including subject matter jurisdiction – deferred to future proceedings. Once the parties have completed any further development of the record necessary, they may file a new Declaration of Readiness to Proceed.

For the foregoing reasons,

IT IS ORDERED that the Petition for Reconsideration of the April 7, 2026 Joint Findings and Order is **GRANTED**.

IT IS FURTHER ORDERED, as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the April 7, 2026 Joint Findings and Order is **RESCINDED**, and the following order **SUBSTITUTED**:

FINDINGS OF FACT

1. **Personal jurisdiction exists over defendant iRhythm Technologies, Inc. for purposes of applicant's claims.**
2. **All other issues, including subject matter jurisdiction, are deferred.**

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSEPH V. CAPURRO, COMMISSIONER

I CONCUR,

/s/ KATHERINE A. ZALEWSKI, CHAIR

PAUL F. KELLY, COMMISSIONER
CONCURRING NOT SIGNING



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA
JULY 6, 2026

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

MICHELE CLARK
INJURED WORKERS LAW GROUP, P.C.
WOOLFORD & ASSOCIATES

AW/kl

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