

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

FRANCISCO REBOLLEDO, *Applicant*

vs.

**NEW CURE, INC.;
STATE COMPENSATION INSURANCE FUND, *Defendants***

**Adjudication Number: ADJ9641796
Pomona District Office**

**OPINION AND DECISION
AFTER RECONSIDERATION**

We previously granted defendant State Compensation Insurance Fund's Petition for Reconsideration on January 13, 2022 in order to further study the legal and factual issues raised therein, and to enable us to reach a just and reasoned decision. This is our Opinion and Decision after Reconsideration.

Defendant sought reconsideration of the Opinion and Order Granting Petition for Reconsideration and Decision after Reconsideration (Decision), issued on October 29, 2021 by the Workers' Compensation Appeals Board (WCAB).¹ The WCAB rescinded the Findings and Order (F&O) issued by a workers' compensation administrative law judge (WCJ) on August 11, 2021, wherein the WCJ found that WSPT Network (WSPT or lien claimant) is not the original provider of service for which a lien can be filed under Labor Code² section 4903, subdivision (b); an assignment is required pursuant to section 3903.8; and, all other issues are moot. The WCJ ordered that WSPT take nothing on its claim. The WCAB returned this matter to the trial level for further proceedings.

Defendant contends that WSPT cannot be a lien claimant seeking payment on a section 4903, subdivision (b) lien for medical services because it was not the original provider of those

¹ The Decision can be found at: *Rebolledo v. New Cure*, 2021 Cal.Wrk.Comp. P.D. LEXIS 300 (*Rebolledo I*)

² All further references are to the Labor Code unless otherwise noted.

services; that the WCAB has no authority to “convert” the WSPT lien into a provider lien, relate it back to the original filing date of the lien, and then direct the provider be joined into the proceedings; and, finally, that by allowing the lien, prevents defendant from pursuing affirmative defenses, including the reasonableness and necessity of the provider’s charges.

Lien claimant did not file an answer to the Petition for Reconsideration.

We have reviewed the record in the above captioned case, and have considered the allegations of the Petition for Reconsideration. For the reasons set forth below, it is our decision after reconsideration to rescind our decision in *Rebolledo I* and replace it with the decision set forth herein.

I.

Section 4903.8 identifies those entitled to an order or award of payment on a lien for services provided pursuant to section 4903, subdivision (b):³

(a)

(1) Any order or award for payment of a lien filed pursuant to subdivision (b) of Section 4903 shall be made for payment only to the person who was entitled to payment for the expenses as provided in subdivision (b) of Section 4903 at the time the expenses were incurred, who is the lien owner, and not to an assignee unless the person has ceased doing business in the capacity held at the time the expenses were incurred and has assigned all right, title, and interest in the remaining accounts receivable to the assignee.

(2) All liens filed pursuant to subdivision (b) of Section 4903 shall be filed in the name of the lien owner only, and no payment shall be made to any lien claimant without evidence that he or she is the owner of that lien.

(3) Paragraph (1) does not apply to an assignment that was completed prior to January 1, 2013, or that was required by a contract that became enforceable and irrevocable prior to January 1, 2013. This paragraph is declarative of existing law.

(4) For liens filed after January 1, 2017, the lien shall not be assigned unless the

³ “The appeals board may determine, and allow as liens against any sum to be paid as compensation, any amount determined as hereinafter set forth in subdivisions (a) through (i)...The liens that may be allowed hereunder are as follows: ... (b) **The reasonable expense incurred by or on behalf of the injured employee**, as provided by Article 2 (commencing with Section 4600), and to the extent the employee is entitled to reimbursement under Section 4621, medical-legal expenses as provided by Article 2.5 (commencing with Section 4620) of Chapter 2 of Part 2, except those disputes subject to independent medical review or independent bill review.” (Lab. Code, § 4903, emphasis added.)

person has ceased doing business in the capacity held at the time the expenses were incurred and has assigned all right, title, and interest in the remaining accounts receivable to the assignee. The assignment of a lien, in violation of this paragraph is invalid by operation of law.

...

(e) A lien submitted for filing on or after January 1, 2013, for expenses provided in subdivision (b) of Section 4903, that does not comply with the requirements of this section shall be deemed to be invalid, whether or not accepted for filing by the appeals board, and shall not operate to preserve or extend any time limit for filing of the lien.

(Lab. Code, § 4903.8(a), emphasis added.)

Here, there is no dispute that WSPT Network timely filed a Notice and Request for Allowance of Lien (Lien) on October 18, 2018, for services rendered by Lo Acupuncture, Inc., i.e., licensed acupuncturist, Josephine Phung-Hoa Chau (Chau).⁴ (Lien, October 18, 2018, pp. 7, 10.) The lien was for physical therapy services provided under section 4903, subdivision (b), by a licensed provider. (Lien, October 18, 2018, pp. 7, 10.) Original billing statements were filed with the Lien for acupuncture services provided by Chau, and identifying Chau’s license number. (Original Bill, October 18, 2018; see Lien Claimant Exh. 1, Itemized Statement dated 1/13/2021 (6/27/15-4/22/17).)

Section 4903.8, subdivision (a), permits a valid assignee to file and receive payment on a section 4903 lien. However, there is no dispute in this matter that WSPT Network is not an assignee of Lo Acupuncture, and there is no evidence in the record that it could be a proper assignee under section 4903.7, subdivision (a)(4), i.e., that Lo Acupuncture has ceased to do business.

Instead, WSPT Network contends that pursuant to its contract⁵ and/or joint venture⁶ with Lo Acupuncture, it is the “owner of the lien” as defined by section 4903.8, subdivision (a)(1). In

⁴ “A lien claim for expenses as provided in subdivision (b) of Section 4903 shall not be filed after three years from the date the services were provided, nor more than 18 months after the date the services were provided, if the services were provided on or after July 1, 2013.” (Lab. Code, § 4903.5(a).)

⁵ We note that Business & Professions Code Section 650, subdivision (b), permits contracts between physicians and non-physicians for management services including billing and collections. (*Epic Medical Management, LLC v. Paquette* (2015) 244 Cal.App.4th 504, 516.)

⁶ “A joint venture ... is an undertaking by two or more persons jointly to carry out a single business enterprise for profit.’ (*Nelson v. Abraham* (1947) 29 Cal.2d 745, 749 [177 P.2d 931].) ‘There are three basic elements of a joint venture: the members must have joint control over the venture (even though they may delegate it), they must share the profits of the undertaking, and the members must each have an ownership interest in the enterprise.’ (*Orosco v. Sun-Diamond Corp.* (1997) 51 Cal.App.4th 1659, 1666 [60 Cal. Rptr. 2d 179].) Where a joint venture is established,

other words, WSPT Network claims that pursuant to contract, it was “entitled to payment for the expenses as provided in subdivision (b) of Section 4903 at the time the expenses were incurred...,” and is therefore, the “owner of the lien” entitled to payment of the lien. (Lab. Code, § 4903.8(a)(1)-(2)).)

WSPT Network is a DBA of Advanced Physicians Management, Inc., established in 1994 as a general corporation to engage in any lawful act or activity under the Corporation Law of California. Lien Claimant asserts nothing in the Business and Profession Code prohibits a professional corporation from entering into an agreement with a general corporation to do business for their mutual benefits. WSPT Network serve as the Management Service Organization for its network providers.

WSPT Network as part of their Management Service provides specialized service such as: ... d. Enter into liens for acupuncture services to be performed by its network providers.

...

The Legislature recognized [in Bus. & Prof. Code, § 16770] that individual providers or purchasers, whether, professional, or otherwise, were not efficient-sized bargaining units for these contracts, and that the formation of groups and combination of institutional and professional providers and purchasing groups for the purpose of creating efficient-sized contracting units represented a meaningful addition to the health care marketplace. It then further permitted negotiations for alternative rate contracts between purchasers or payers of health care services, and institutional and professional providers, or through a person or entity acting for, or on behalf of, a purchaser, payer, or provider.

...

The President of Advanced Physicians Management, Hussain Umar, is a duly licensed physical therapist and is therefore permitted under BPC 13401 and 16770 to enter into agreements with licensed professionals to form a network with more bargaining power and more strength to hire experienced, well-trained individuals to market, bill, collect and negotiate contracts and liens on their behalf. Nothing in the Physical Therapy Act or the Acupuncture Act prohibit such relationship. (Lien Claimant’s Petition for Reconsideration, September 21, 2021, pp. 6-7.)

the parties to the venture are vicariously liable for the torts of the other in furtherance of the venture. (*Dixon v. City of Livermore* (2005) 127 Cal.App.4th 32, 42 [25 Cal. Rptr. 3d 50].) A joint venture, however, does not obliterate the distinct identity of the parties to the venture.” (*Cochrum v. Costa Victoria Healthcare, LLC* (2018) 25 Cal.App.5th 1034, 1053.)

Thus, the relevant legal question in this matter is whether a medical provider's billing service provider can be the "owner of the lien" under section 4903.8, subdivision (a)(1), and thereby entitled to payment on a workers' compensation section 4903 lien under section 4903.8, subdivision (a)(2). After further review of the legal questions presented herein, as well as in *Rebolledo I*, we agree that WSPT Network *may* be the "owner of the lien" as defined by section 4903.8, subdivision (a)(1), and therefore "entitled to payment for the expenses as provided in subdivision (b) of Section 4903." (*Ibid.*)

We acknowledge that the Court in *Chorn* summarily concluded that "[t]he effect of section 4903.8 is to prohibit WCAB from ordering or awarding lien payments to anyone other than the medical provider who incurred the expense." (*Chorn, supra*, 245 Cal.App.4th at p. 1389.) After further review of the record in this case, as well as the legal issues presented herein, we now believe that our reliance on that summary conclusion was a mistake.

First, the clear language of section 4903.8, subdivision (a)(1), states that the "owner of the lien" is "*the person who was entitled to payment for the expenses as provided in subdivision (b) of Section 4903 at the time the expenses were incurred...*" (Lab. Code, § 4903.8(a)(1), emphasis added.)⁷ There is no language in the statute to support the Court's conclusion in *Chorn* that the "owner of the lien" could only be "*the medical provider who incurred the expense.*" (*Chorn, supra*, 245 Cal.App.4th at p. 1389, emphasis added.) The Court did not include any discussion as to how it reached such a conclusion in light of the clear language of section 4903.8.

Next, the Court's summary conclusion was unnecessary to the decision being made in *Chorn*, i.e., whether the section 4903.05 filing fee and/or the anti-assignment provision of section 4903.8 violated various California constitutional rights. The issues raised and determined by the Court in *Chorn* were as follows:

These requests are based on claims that sections 4903.05 and 4903.8 violate the California Constitution. Petitioners claim that both provisions violate the constitutional mandate that workers' compensation laws "accomplish substantial justice in all cases expeditiously, inexpensively, and without any incumbrance of any character." (Cal. Const., art. XIV, § 4.) They also challenge each provision individually. They contend that the fee provisions of section 4903.05 deprive them of due process (Cal. Const., art. I, § 7) and equal protection (Cal. Const., art. I, § 9) and infringe their right to petition for the

⁷ "Person" is defined by section 3210 as "an individual, firm, voluntary association, or a public, quasi public, or private corporation." (Lab. Code, § 3210.)

redress of grievances (Cal. Const., art. I, § 3). With respect to section 4903.8, they argue that it substantially impairs their constitutional right to contract. (Cal. Const., art. I, § 9.) (*Chorn, supra*, 245 Cal.App.4th at p. 1381.)

Thus, no issue was raised by the litigants in *Chorn* as to the definition of “owner of the lien” under section 4903.8, subdivision (a)(1), and the issue was neither relevant or necessary to the constitutional issues raised and determined by the Court. Certainly, the issues raised in *Chorn* did not involve the specific question at issue herein, i.e., whether billing services corporations can be the “owner of the lien” pursuant to a contract and/or joint venture with the medical provider.

As a result, the Court’s statement that the Appeals Board has no authority to award payment on a lien to “anyone other than the medical provider who incurred the expense,” is merely (obiter) dictum. (*People v. Vang* (2011) 52 Cal.4th 1038, 1047, fn. 3 [2011 Cal. LEXIS 10964] [when a judicial comment is unnecessary to the decision in the case, it is obiter dictum and not precedential].) As we are not required to follow (obiter) dictum, we now decline to rely on this comment in *Chorn* as determinative of the issue presented herein.

Therefore, it may be that WSPT Network was contractually entitled to payment for the expenses incurred by applicant (see Lab. Code, § 4903(b)) for services provided by Lo Acupuncture, at the time those expenses were incurred. However, “no payment shall be made to any lien claimant without *evidence* that he or she is the owner of that lien.” (Lab. Code, § 4903.8(a)(2), emphasis added.) Thus, WSPT Network must produce evidence to support its claim that it is the “owner of the lien” pursuant to its contract and/or joint venture with Lo Acupuncture.⁸

There is currently insufficient evidence in the record to determine the terms of the contract and/or whether there is a joint venture between WSPT Network and Lo Acupuncture. Without evidence of the terms of the contract, it is not possible to determine whether WSPT Network is or is not the “owner of the lien” pursuant to its contract and/or joint venture with Lo Acupuncture. Given that these material issues of fact were not identified or adjudicated below, we cannot interpose a finding on these issues without violating the parties’ rights to due process. (See *Gangwish v. Workers’ Comp. Appeals Bd.* (2001) 89 Cal.App.4th 1284, 1295 [66 Cal.Comp.Cases

⁸ The Appeals Board “shall not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the manner, through oral testimony and records, which is best calculated to ascertain the substantial rights of the parties and carry out justly the spirit and provisions of this division.” (Lab. Code, § 5708.) Consequently, a WCJ has wide latitude to admit evidence that would potentially not be admissible in other proceedings. (See e.g., *Mote v. Workers’ Comp. Appeals Bd.* (1997) 56 Cal.App.4th 902, 913 [62 Cal.Comp.Cases 891] [hearsay is admissible in workers’ compensation proceedings].)

584]; *Rucker v. Workers' Comp. Appeals Bd.* (2000) 82 Cal.App.4th 151, 157-158 [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, including the right to call and cross-examine witnesses; to introduce and examine exhibits; and, to offer rebuttal evidence.]

Therefore, the issue of who is the "owner of the lien" pursuant to section 4903.8, subdivision (a) must be considered in the first instance at the trial level. . (*Kuykendall v. Workers' Comp. Appeals Bd.* (2000) 79 Cal.App.4th 396, 404 ["it is well established that the WCJ or the Board may not leave undeveloped matters which its acquired specialized knowledge should identify as requiring further evidence"], citing *Garza v. Workmen's Comp. App. Bd.* (1970) 3 Cal.3d 312, 318; *Lundberg v. Workmen's Comp. App. Bd.* (1968) 69 Cal. 2d 436, 440.)

We reiterate that in order to facilitate any award of payment on the lien to the proper party, the WCJ should issue a notice of intention to join Chau and Lo Acupuncture into the proceedings as interested parties. (Lab. Code, § 5307.5(b).)⁹

II.

Defendant contends the lien involved in this case is subject to the assignment provisions of section 4903.8. We disagree. It is undisputed that there is no assignment of Chau's receivables to WSPT Network. In addition, there is no evidence in the record that the Lien is a "problem lien" of the type targeted by the Legislature by section 4903.8.

The Legislative purpose and intent behind Senate Bill 863 was to prevent lien abuse and provide disincentives to filing frivolous liens that "overcrowd the workers' compensation system and delay the resolution of workers' cases." (*Chorn, supra*, at pp. 1384-1385.) Senate Bill 863 included *both* sections 4903.05 and 4903.8: section 4903.05 re-enacted the lien filing fee, and in pertinent part, section 4903.8 prohibited assignment of providers' receivables unless the provider was no longer doing business. (*Ibid.*) We concur with the Court in *Chorn* that "both sections 4903.05 and 4903.8 advance the goal of substantial justice 'by taking aim at problem liens that impede the functioning of the workers' compensation system...'" (*Ibid.*)

Here, the Senate Rules Committee's analysis of Senate Bill 863 states that the lien system was "out of control" and could be reined in by "re-enact[ing] a lien

⁹ The WCAB has the authority to order joinder "in the same proceeding of all persons interested therein, whether as employer, insurer, employee, dependent, creditor, or otherwise." (Lab. Code, § 5307.5(b).) Joinder in a workers' compensation proceeding is liberally granted. (Lab. Code, §§ 133, 3202.)

filing fee, so that potential filers of frivolous liens have a disincentive to file.” (Sen. Rules Com., Off. of Sen. Floor Analyses, Unfinished Business Analysis of Sen. Bill 863, *supra*, as amended Aug. 30, 2012, p. 16.) **It further states that “lien abuse” commonly was perpetrated by “third parties [who] purchase old receivables from providers, who often billed at (higher) usual and customary rates but were properly paid according to established fee schedules. These third parties then file liens in an effort to leverage settlements.”** (*Ibid.*) This legislative history shows that the Legislature enacted sections 4903.05 and 4903.8 to “provide a disincentive to file frivolous liens” that overcrowd the workers’ compensation court system and delay the resolution of workers’ cases. (Sen. Rules Com., Off. of Sen. Floor Analyses, Unfinished Business Analysis of Sen. Bill 863, *supra*, as amended Aug. 30, 2012, p. 17.) “[F]ar from conflicting with Section 4’s mandate to provide substantial justice,” the lien reforms implemented in sections 4903.05 and 4903.8 advance this goal by taking aim at problem liens that impede the functioning of the workers’ compensation system. (*Stevens, supra*, 241 Cal.App.4th at p. 1096.) “It is not our place under the state Constitution to ‘second-guess the wisdom of the Legislature’ in making these determinations. (*Facundo-Guerrero v. Workers’ Comp. Appeals Bd., supra*, 163 Cal.App.4th at p. 651....)” (*Ibid.*) (*Chorn, supra*, 245 Cal.App.4th at pp. 1384-1385, *emphasis added.*)

However, there is no evidence in the current record that the lien filed by WSPT Network in this case is the type of frivolous lien or problem lien targeted by the Legislature when it enacted Senate Bill 863. Specifically, the lien at issue herein does not involve an assignment. Instead, the lien was filed by WSPT Network in its own name because of its belief that it is the “owner of the lien” pursuant to its contractual relationship and/or joint venture with Lo Acupuncture.

Taken to its logical extreme, SCIF is asking the Appeals Board to interpret section 4903.8 to limit the filing of liens in workers’ compensation cases to only those liens filed directly by a provider (or their representative); or, should the provider be out of business, by their assignee. There is no clear statutory basis for such a limited interpretation. Moreover, it is unclear that the Appeals Board has the authority to interfere in the right of providers and general corporations to enter into *lawful* contracts.¹⁰

¹⁰ We note that the relationship between WSPT Network and Dr. Bien must be “outside the ban on corporate medical practice.” (*Conrad v. Medical Bd.* (1996) 48 Cal.App.4th 1038, 1043-1044.) In other words, the contract cannot create any “problematic divided loyalties” between the providers and their patients. (*Ibid.*; see *People ex rel. State Board of Medical Examiners v. Pacific Health Corp.* (1938) 12 Cal.2d 156, 158-159; *Pacific Employers Ins. Co. v. Carpenter* (1935) 10 Cal.App.2d 592, 594-595 [“Under the foregoing authorities it is clearly declared unlawful for a corporation to indirectly practice any of said professions for profit by engaging professional men to perform professional services for those with whom the corporation contracts to furnish such services.”]; see also *Epic Medical Management, supra*, 244 Cal.App.4th at p. 516 [Legal interpretation of the substantive provisions of the parties agreement is necessary to determine whether there is unlawful practice of medicine; interpretation “turns on whether the non-licensee exercises or has retained the right to exercise control or discretion over the physician’s practice.”].)

Accordingly, we cannot agree to read into section 4908.3 a prohibition against medical providers entering into a lawful contract and/or joint venture with a general corporation wherein the general corporation is contractually entitled to payment for the reasonable expenses incurred by applicant (Lab. Code, § 4903(b)). It is our decision after reconsideration to rescind the F&A, and return this matter to the trial level for further development of the record consistent with this decision.

III.

Defendant also objects to our direction in *Rebollodo I* to issue a notice to join Chau and Lo Acupuncture as interested parties in these proceedings. However, the WCJ has yet to issue any notice of joinder, and therefore the objection is premature.

Although we are unable to reach the merits of defendant's objection as it is premature, we note that the WCAB has the authority to amend pleadings to conform to proof (eg., Notice and Request for Allowance of Lien), resulting in a relation back to the original filing date of the pleading. (See *Rubio v. Workers' Comp. Appeals Bd.* (1985) 165 Cal.App.3d 196, 200.)¹¹

The Board's procedural rules "serve the convenience of the tribunal and the [litigants] and facilitate the proceedings. They do not deprive the tribunal of the power to dispense with compliance when the purposes of justice require it, particularly when the violation is formal and does not substantially prejudice the other party." (*Beida v. Workmen's Comp. App. Bd.*, *supra*, 263 Cal.App.2d at p. 210; *Blanchard v. Workers' Comp. Appeals Bd.*, *supra*, 53 Cal.App.3d at p. 595.) (*Rubio*, *supra*, 165 Cal.App.3d at p. 200.)

The Appeals Board and/or the WCJ may therefore order joinder of a potentially interested provider in a section 4903 lien matter to ensure the order of payment issues in favor of the proper party. For example, in *Coldiron v. Compuware Corporation* (2002) 67 Cal.Comp.Cases 1466, 1470 (Appeals Bd. en banc), the Board ordered that a final order and award of benefits be amended to substitute an insurance carrier in place of the alleged self-insured employer originally plead as

¹¹ "The Division of Workers' Compensation, including the administrative director and the appeals board, shall have power and jurisdiction to do all things necessary or convenient in the exercise of any power or jurisdiction conferred upon it under this code." (Lab. Code, § 133.) "[T]he act is to be liberally construed and the [Appeals Board] is vested with wide powers to the end that justice may be done in all cases." (*Northington v. Industrial Acci. Com.* (1937) 23 Cal.App.2d 255, 259; see *Moran v. Bradford Bldg., Inc.* (1992) 57 Cal.Comp.Cases 273 (Appeals Bd. en banc); see Lab. Code, § 3202.)

the responsible party.¹² This was done despite “six years of ‘human error’” in misidentifying the party responsible for payment. (*Ibid.*) Defendant misapprehends the procedural solution to the problem presented in *Coldiron*. In *Coldiron*, the Appeals Board did not order applicant to file a new application for adjudication against the correct party; rather, the substitution was made after notices of intention were issued to join the carrier (and the California Insurance Guarantee Association because the carrier was insolvent), to admit evidence, and to submit the matter for decision after reconsideration. (*Id.*, at pp. 1470-1471.)

We also note that the identity of the party to be paid in a final order on the lien cannot prejudice defendant. In other words, *if* defendant is found liable for the lien (in whatever amount is ultimately determined), defendant would be legally obligated to pay the lien – the identity of the payee would be irrelevant to its liability. However, awarding payment to the proper party would be relevant to defendant insofar as defendant does not want to pay the wrong party. It is therefore in the best interest of all parties that Chau and Lo Acupuncture be joined into these lien proceedings so that if there should be an award of payment, it is made to the proper party.

Finally, we disagree with defendant that the decision in *Rebolledo I* would have somehow prevented defendant from pursuing its affirmative defenses in this matter, including the reasonableness and necessity of the provider’s charges. The Decision rescinded the WCJ’s take nothing order on the lien, and returned the matter to the trial level for further proceedings on all issues related to the lien.

Accordingly, we cannot agree to read into section 4908.3 a prohibition against medical providers entering into a lawful contract and/or joint venture with a general corporation wherein the general corporation is contractually entitled to payment for the reasonable expenses incurred by applicant (Lab. Code, § 4903(b)). We concur with WSPT Network that it is not an assignee, but that subject to proof, it may be the “owner of the lien” entitled to payment as defined in section 4903.8, subdivisions (a)(1) and (2). It is therefore our decision after reconsideration to rescind the F&O, and return this matter to the trial level for further development of the record consistent with this decision.

¹² Our citation to *Coldiron v. Compuware Corporation* (2002) 67 Cal.Comp.Cases 289 (Appeals Bd. en banc), in the *Rebolledo I* was mistaken; the citation should have been *Coldiron v. Compuware Corporation* (2002) 67 Cal.Comp.Cases 1466 (Appeals Bd. en banc).

For the foregoing reasons,

IT IS ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Opinion and Order Granting Petition for Reconsideration and Decision after Reconsideration issued on October 29, 2021 by the Workers' Compensation Appeals Board (*Rebolledo v. New Cure*, 2021 Cal.Wrk.Comp. P.D. LEXIS 300) is **RESCINDED** and **REPLACED** with this Opinion and Decision after Reconsideration.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Findings and Order issued by a workers' compensation administrative law judge on August 11, 2021 is **RESCINDED**.

IT IS FURTHER ORDERED as the Decision after Reconsideration of the Workers' Compensation Appeals Board that this matter is **RETURNED** to the trial level for further proceedings consistent with this decision.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSÉ H. RAZO, COMMISSIONER

I CONCUR,

/s/ CRAIG SNELLINGS, COMMISSIONER

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

March 25, 2022

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

**FRANCISCO REBOLLEDO
WSPT NETWORK
STATE COMPENSATION INSURANCE FUND**

AJF/abs

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