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

**HEATHER RAMOS, *Applicant***

**vs.**

**PIH HEALTH, permissibly self-insured;**
**administered by ATHENS ADMINISTRATORS, *Defendants***

**Adjudication Numbers: ADJ13057590; ADJ13058223**
**Van Nuys District Office**

# OPINION AND ORDER DENYING PETITION FOR RECONSIDERATION

Applicant seeks reconsideration of the June 12, 2025 Findings of Fact and Orders (F&O) issued by the workers' compensation administrative law judge (WCJ). By the F&O, as relevant here, the WCJ found defendant produced proof of service for a supplemental job displacement voucher (SJDV), and under Evidence Code section 641, it is presumed that the defendant timely mailed the SJDV and the SJDV was received, and defendant acted reasonably and timely in replacing the voucher upon notice of actual non-receipt. The WCJ also found that though the voucher was not in fact received by applicant, applicant failed in their burden of proof to rebut the presumption and was not entitled to a penalty.

Applicant contends the WCJ erred because there is no valid proof of service and that defendant did not meet their burden to invoke the presumption under Evidence Code section 641, and applicant was entitled to a penalty and applicant's attorney was entitled to fees.

We have not received an Answer from defendant. The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report) recommending that the Petition for Reconsideration be denied.

We have considered the allegations of the Petition for Reconsideration and the contents of the Report of the WCJ with respect thereto. Based on our review of the record and for the reasons stated below, we will deny reconsideration.

## FACTUAL BACKGROUND

Applicant claimed cumulative injury arising out of and during the course of employment by defendant as a human resources coordinator during the periods from July 28, 2003 to September 4, 2018 (ADJ13057590; defendant claim number ending in 8761) and July 28, 2003 to January 29, 2019 (ADJ13058223; defendant claim number ending in 0352).

Applicant's cumulative injury cases were settled by way of compromise and release (C&R), approved on January 25, 2024 (OAC&R). The C&R required defendant to issue two SJDV vouchers to applicant. (C&R, January 5, 2024, p. 7, ¶ 9.) By the terms of the C&R, defendant had 30 days to provide payment with the SJDV vouchers after receipt of the OACR. (C&R, Addendum, ¶ 9.)

The parties do not dispute that an SJDV voucher for claim ending in 0352 (Voucher 1) was received by applicant in December 2023. (Exh. 3; 4; A.) The parties disagree as to whether an SJDV voucher for claim ending in 8761 (Voucher 2) was timely served. (Exh. 4; 10; B.) Accordingly, discussion herein focuses on Voucher 2.

Evidence admitted without objection included email communications between applicant's attorney and defendant's attorney. On January 25, 2024, applicant's attorney emailed defendant's attorney a copy of the OACR (Order Approving Compromise and Release); no specific mention was made of either voucher. (Exh. 5, Email from Defendant, January 25, 2024; Exh. 6, Email to Defendant, January 25, 2024.)

On March 13, 2024, attorneys for applicant and defendant engaged in an email exchange regarding Voucher 2, as follows:

> At 10:09 a.m., applicant's attorney sent defense counsel an email, in relevant part, as follows: "…The Applicant has advised that she has not received her second SJDV. Please have your client issue the second voucher immediately, and advise if there is any reason that it was not issued timely…" (Exh. 8, Email to Defendant, March 13, 2024.)
>
> At 10:17 a.m., defense counsel sent applicant's attorney an email, in relevant part, as follows: "I'll forward it over to the client and see. It was my understanding that two vouchers were issued." (Exh. 9, Email from Defendant, March 13, 2024.)
>
> At 10:58 a.m., defense counsel sent applicant's attorney an email, in relevant part, as follows: "Here are the two vouchers. They were both issued on 12/11/23 – to your office as well as the applicant." (Exh. 10, Email from Defendant, March 13, 2024.)

> At 11:09 a.m., applicant's attorney sent defense counsel an email, in relevant part, as follows: "…Neither I nor Applicant had received the SJDV for the 9/14/2018 injury. You need not respond to the penalty petition previously filed. If for any reason we need to proceed on it we agree to provide time to respond. I will get the second SJDV to the client and hopefully that will be satisfactory." (Exh. 11, Email to Defendant, March 13, 2024.)

Also on March 13, 2024, applicant filed a Petition for Enforcement, Penalties and Attorney's Fees alleging only one of the two SJDV vouchers were received. (Petition for Enforcement, Penalties and Attorney's Fees, March 13, 2024, p. 2.) Applicant sought penalties and attorney's fees against defendant for delay in issuing Voucher 2. (Petition for Enforcement, Penalties and Attorney's Fees, March 13, 2024, p. 2.)

A trial was held on December 30, 2024 regarding the timeliness of Voucher 2. Applicant called as a witness an expert in forensic computers, Mr. Berliner. Applicant was also called as a witness on her own behalf at the December 30, 2024 hearing. Defendant did not call any witnesses.

On February 11, 2025, the WCJ issued a Joint Findings and Award, and on February 12, 2025, defendant filed a Petition for Reconsideration. On February 14, 2025, the WCJ issued an Opinion and Order Vacating Findings and Award dated February 11, 2025, to conduct further proceedings regarding the presumption of Evidence Code section 641.

Thereafter, a hearing was held on June 5, 2025. Applicant, attorneys for applicant, and attorneys for defendant appeared at the hearing. (Minutes of Hearing (Further), June 5, 2025, p. 1, lines 14-19.) The Minutes of Hearing reflect neither party had any further oral or documentary evidence. (Minutes of Hearing (Further), June 5, 2025, p. 2, lines 3-4.) The parties were advised the matter stood submitted. (Minutes of Hearing (Further), June 5, 2025, p. 1, lines 21-22.)

On June 12, 2025, the WCJ issued the F&O that is the subject of the Petition for Reconsideration herein and an Opinion on Decision, providing the rationale for the F&O. The WCJ provided in the Opinion on Decision, in relevant part, as follows:

> Hence both fonts were used in the preparation of both POS's [*sic*] in this matter. The only allegation being made is that by using the lesser font on the claim number it is to be inferred that the POS was altered to cover up the actual lack of service.
>
> The fact of the matter is that no evidence shows that the POS on the second SJDV was altered. There is no evidence that the POS was falsified.

> It is true that the undersigned did not consider the presumption of Cal. Evid. Code sec. 641 when the original decision was made.
>
> Applying that presumption herein, the original decision must be overturned. The expert's testimony does not produce any evidence that the voucher in question was in fact not mailed at all. It was simply not received. Hence under the presumption it must be presumed that the second voucher was indeed mailed but simply not received.
>
> Upon notice of non-receipt, the voucher was transmitted again successfully. Hence there is no unreasonable action that would warrant a penalty.

(Opinion on Decision, June 12, 2025, pp. 4-5.)

Thereafter, applicant sought reconsideration of the F&O.

## 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 June 24, 2025 and 60 days from the date of transmission is Saturday, August 23, 2025. The next business day that is 60 days from the date of transmission is Monday, August 25, 2025. (See Cal. Code Regs., tit. 8, § 10600(b).)[1] This decision is issued by or on Monday, August 25, 2025, so that we have timely acted on the petition as required by Labor Code section 5909(a).

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 by the WCJ, the Report was served on June 24, 2025, and the case was transmitted to the Appeals Board on June 24, 2025. 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 June 24, 2025.

**II.**

In this case, the threshold issue is whether defendant timely served Voucher 2 upon applicant. The WCJ's June 12, 2025 F&O and Opinion on Decision addressing service of Voucher 2 raises the so-called "mailbox rule." Under the mailbox rule, "[a] letter correctly addressed and properly mailed is presumed to have been received in the ordinary course of mail." (Evid. Code, § 641; see also *Hagner v. United States* (1932) 285 U.S. 427, 430 [76 L. Ed. 861, 52 S. Ct. 417] ["[t]he rule is well settled that proof that a letter properly directed was placed in a post office, creates a presumption that it reached its destination in usual time and was actually received by the person to whom it was addressed"]; *Minniear v. Mt. San Antonio Community College District*

[1] 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.

(1996) 61 Cal. Comp. Cases 1055, 1059 (Appeals Board en banc) [typical presumption affecting the burden of producing evidence "is the presumption that a mailed letter was received"].)

Application of this rule was also discussed in an en banc decision by the Appeals Board:

> If the opposing party alleges that the information was not received, the WCJ may separately consider lack of receipt of the information by the opposing party in evaluating whether equitable relief is warranted [. . . ]. The presumption that a letter mailed was received is rebuttable. (*People v. Smith* (2004) 32 Cal. 4th 792, 799 [11 Cal. Rptr. 3d 290, 86 P.3d 348].) However, the trier of fact is obligated to "assume the existence of the presumed fact unless and until evidence is introduced to support a finding of its nonexistence." (*Craig v. Brown & Root* (2000) 84 Cal. App. 4th 416, 421 [100 Cal. Rptr. 2d 818].) A mere allegation that the recipient did not receive the mailed document has been found to be insufficient to rebut the presumption. (See *Alvarado v. Workmen's Comp. Appeals Bd.* (1970) 35 Cal. Comp. Cases 370 (writ den.) and *Castro v. Workers' Comp. Appeals Bd.* (1996) 61 Cal. Comp. Cases 1460 (writ den.).) If the sending party thus produces evidence that a document was mailed, the burden shifts to the recipient to produce "believable contrary evidence" that it was not received. (Craig, supra, at pp. 421–422, citing Slater v. Kehoe (1974) 38 Cal. App. 3d 819, 832, fn. 12 [113 Cal. Rptr. 790].) Once the recipient produces sufficient evidence showing non-receipt of the mailed item, "the presumption disappears" and the "trier of fact must then weigh the denial of receipt against the inference of receipt arising from proof of mailing and decide whether or not the letter was received." (*Id.*)

(*Suon v. California Dairies (Suon)* (2018) 83 Cal.Comp.Cases 1803, 1817 (Appeals Board en banc).)

Upon review, we agree with the WCJ's conclusion that Voucher 2 was served on December 11, 2023, before its due date, as supported by the mailbox rule discussed in *Suon, supra*. Defendant produced evidence that defendant served Voucher 2 on applicant and applicant's attorney on December 11, 2023, in the form of a proof of service for Voucher 2. (Exh. 4; 10; B.) The proof of service indicates on December 11, 2023, an SJDV for claim number ending in 8761 was served to applicant and applicant's attorney by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully paid, in the United States mail, bearing an electronic signature of Derek Berru declaring under penalty of perjury under the laws of the State of California that the foregoing was true and correct. (Exh. 4; 10; B) A review of the SJDV form identifies Derek Berru as a claims representative for defendant, Athens Administrators. (Exh. 4; 10; B.) There was no allegation that the mailing addresses listed did not belong to applicant and applicant's attorney.

The proof of service for Voucher 2 appears valid on its face consistent with WCAB Rule 10625. (Cal. Code Regs. tit. 8, §10625.) Applicant alleges that there was no valid proof of service

for either Voucher 1 or Voucher 2 because they only contained a typed name, not a signature and they did not contain an /s/ denoting an electronic signature pursuant to the Electronic Adjudication Management System (EAMS) handbook. (Petition for Reconsideration, June 20, 2025, p. 3, lines 1-24.) We reject this tenuous argument. Digital signatures are not only common practice, they are acceptable in the State of California, and the EAMS handbook does not supersede California law. (Cal. Civ. Code, § 1633.7, "(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form. . . (d) If a law requires a signature, an electronic signature satisfies the law.".) More recently, to make clear the permissibility of electronic signatures in our proceedings, their use was codified in Labor Code sections 110.5 and 3206.5, effective January 1, 2025.

We note that under Labor Code sections 5708 and 5709, we are not bound by the statutory rules of evidence, including Evidence Code section 641, and informality in proceedings is acceptable. (See *Suon*, *supra*, [discussion of mailbox rule involved actions of panel qualified medical evaluator].)

For the foregoing reasons, Voucher 2 is presumed to have been received by applicant and applicant's attorney in the ordinary course of mail.

The burden then shifted to applicant to produce believable contrary evidence that Voucher 2 was not served on December 11, 2023. As discussed in *Suon*, a "mere allegation" that a mailed document was not received has been found insufficient to rebut the mailing presumption. While the mere allegation of non-receipt of a document is insufficient to establish that it was not received, an applicant is entitled to a hearing where he is given an opportunity to produce "believable contrary evidence" that notice was not received. (*Castro v. Workers' Comp. Appeals Bd.* (1996) 61 Cal.Comp.Cases 1460, 1462 [an attorney's bare allegation of non-receipt was insufficient to overcome the WCAB's proof of service of the F&O]; see also *Craig v. Brown & Root* (2000) 84 Cal.App.4th 416, 421–422, citing *Slater v. Kehoe* (1974) 38 Cal.App.3d 819, 832, fn. 12 [If a party proves that a letter was mailed, the trier of fact is required to find that the letter was received in the absence of any believable contrary evidence. If the adverse party denies receipt, the presumption is gone and the trier of fact must weigh the evidence and determine whether the letter was received.]

Here, on March 13, 2024, applicant denied receipt of Voucher 2 in the form of an email from applicant's attorney to defense counsel stating, "Neither I nor Applicant had received the

SJDV for the 9/14/2018 injury." (Exh. 11, Email to Defendant, March 13, 2024.) Applicant repeated that assertion in her December 30, 2024 testimony and in the Petition for Reconsideration. As a result, pursuant to *Suon*, it was the WCJ's responsibility to weigh the evidence to determine whether applicant satisfied the burden to rebut the inference of receipt established by defendant.

In weighing the evidence pursuant to *Suon*, we conclude that the evidence and arguments set forth by applicant do not constitute "believable contrary evidence" to overcome the service presumption established by defendant through the properly addressed, signed proof of service from defendant dated December 11, 2023. Notably, the parties were afforded an evidentiary hearing for an opportunity to rebut the presumption of receipt. Yet, at a hearing held on June 5, 2025, neither applicant nor defendant presented additional witnesses or produced further oral or documentary evidence (Minutes of Hearing (Further), June 5, 2025, p. 2, lines 3-4.). The parties were advised the matter stood submitted (Minutes of Hearing (Further), June 5, 2025, p. 1, lines 21-22.), and the WCJ subsequently issued the F&O that is the subject of the current Petition for Reconsideration.

On the one hand, defendant presented as evidence proof of service for Voucher 2 and there is no objective evidence that it is invalid. On the other hand, we have statements from the applicant and applicant's attorney that they did not receive Voucher 2 by mail. On balance, defendant's documentary evidence of a valid proof of service outweighs applicant's allegations because there are other reasonable explanations for non-receipt.

Initially, applicant attempted to place doubt as to the authenticity or veracity of the proof of service for Voucher 2 by the testimony of the expert in forensic computers, Mr. Berliner. We agree with the WCJ that this evidence is unconvincing. Mr. Berliner testified the date and the claim number on the proof of service for Voucher 2 were in different fonts, while the date and claim number on the proof of service for Voucher 1 were in the same font. (Minutes of Hearing (Further) and Summary of Evidence, December 30, 2024, p. 2, lines 9-17.) Yet, Mr. Berliner further testified that he did "… not express any opinion on why the fonts would be different" on the proof of service for Voucher 2. (Minutes of Hearing (Further) and Summary of Evidence, December 30, 2024, p. 2, lines 19-21.) Lastly, Mr. Berliner testified he "…has no evidence as to whether these documents were actually served." (Minutes of Hearing (Further) and Summary of Evidence, December 30, 2024, p. 2, lines 24-25.) Mr. Berliner's testimony was inconclusive, and, as such, did not rise to the level of believable contrary evidence to overcome the service presumption.

In the Petition for Reconsideration, applicant contends that because neither applicant nor applicant's attorney received Voucher 2, it could not have been mailed. Applicant again intimates that despite documentary evidence of the proof of service for Voucher 2, there can be no other explanation except that defendant did not actually send Voucher 2. We cannot reach the same conclusion based on the evidence available, as it amounts to mere conjecture. Applicant's own witness, an expert in computer forensics, did not testify to any alteration or falsification to the proof of service. Because the adjuster did not testify, we must rely on the statements set forth in the proof of service, which reflect Voucher 2 was served on December 11, 2023. (Exh. 4; 10; B.) It is possible that there were less nefarious reasons unrelated to defendant's actions for why Voucher 2 was not received by applicant and applicant's attorney, such as inadvertence or administrative error. Accordingly, applicant did not provide "believable contrary evidence" to overcome the service presumption, and we find defendant timely served Voucher 2 through the properly addressed, signed proof of service from defendant dated December 11, 2023.

Although applicant did not rebut the presumption, the WCJ acknowledged actual non-receipt of Voucher 2 by applicant. (F&O, June 12, 2025, p. 1.) The analysis then moves to whether penalties are warranted.

**III.**

Despite applicant not receiving Voucher 2 within the requisite timeline, penalties under Labor Code section 5814(a) and attorney's fees under Labor Code section 5814.5 against defendant are not warranted. In this case, the WCJ noted, "Upon notice of non-receipt, the voucher was transmitted again successfully. Hence there is no unreasonable action that would warrant a penalty." (Opinion on Decision, June 12, 2025, p. 5). We agree but for the additional reasons discussed below.

Pursuant to Labor Code section 5814(a):

> When payment of compensation has been unreasonably delayed or refused, either prior to or subsequent to the issuance of an award, the amount of the payment unreasonably delayed or refused shall be increased up to 25 percent or up to ten thousand dollars ($10,000), whichever is less. In any proceeding under this section, the appeals board shall use its discretion to accomplish a fair balance and substantial justice between the parties.

(Lab. Code, § 5814(a).)

In *Ramirez v. Drive Financial Services* (*Ramirez*) (2008) 73 Cal.Comp.Cases 1324 (Appeals Board en banc), we emphasized that Labor Code section 5814 affords a WCJ discretion

in determining the penalty which should be assessed, with a primary view towards the goals of encouraging the prompt payment of benefits by making delays costly on defendants, and of ameliorating the effects of any delays on the injured worker. To that end, in *Ramirez*, we listed several factors to be considered in assessing a Labor Code section 5814 penalty. The analysis for The factors listed in *Ramirez* are: (1) evidence of the amount of the payment delayed; (2) evidence of the length of the delay; (3) evidence of whether the delay was inadvertent and promptly corrected; (4) evidence of whether there was a history of delayed payments or, instead, whether the delay was a solitary instance of human error; (5) evidence of whether there was any statutory, regulatory, or other requirement (e.g., an order or a stipulation of the parties) providing that payment was to be made within a specified number of days; (6) evidence of whether the delay was due to the realities of the business of processing claims for benefits or the legitimate needs of administering workers' compensation insurance; (7) evidence of whether there was institutional neglect by the defendant, such as whether the defendant provided a sufficient number of adjusters to handle the workload, provided sufficient training to its staff, or otherwise configured its office or business practices in a way that made errors unlikely or improbable; (8) evidence of whether the employee contributed to the delay by failing to promptly notify the defendant of it; and (9) evidence of the effect of the delay on the injured employee. (*Id.* at pp.1329-1330.)

Several factors weigh in favor of finding no unreasonable delay by defendant in issuing Voucher 2.[2] First, defendant was under the belief that Voucher 1 and Voucher 2 were received by applicant. (Exh. 9, Email from Defendant, March 13, 2024.) Upon notification by applicant's attorney that Voucher 2 was in fact not received, defendant's attorney remedied non-receipt immediately by resubmitting both vouchers within one hour after notice. (Exh. 10, Email from Defendant, March 13, 2024.) This would suggest the delay in issuing Voucher 2 was not an attempt by defendant to delay compensating applicant but was due to mistake or lack of knowledge. As noted by the WCJ, "Upon notice of non-receipt, the voucher was transmitted again successfully. Hence there is no unreasonable action that would warrant a penalty." (Opinion on Decision, June 12, 2025, p. 5). We agree.

Next, as acknowledged by the parties, Voucher 1 was timely received. Moreover, applicant received Voucher 1 even before the parties settled by C&R, reflecting defendant's willingness to accept responsibility for compensating applicant before formal settlement approval. Accordingly,

[2] We did not focus on those factors that had limited or no applicability in the instant case.

there does not appear to be a history of delayed payments. Defendant's actions suggest defendant was not intentionally trying to evade compensation to applicant.

Lastly, there is evidence that the employee contributed to the delay by failing to promptly notify the defendant of non-receipt of Voucher 2. Notably, at the December 30, 2024 hearing, applicant testified "[s]he received the first voucher in or around December of 2023, actually before the C&R was issued, in claim No. -0352. She received the second voucher in or around March of 2024 in claim No. -8761. (Minutes of Hearing (Further) and Summary of Evidence, December 30, 2024, p. 3, lines 10-12.) Applicant further testified, "She does not recall when she signed the C&R or when she had an appointment with her lawyer to sign it. She opened the envelope before Christmas, which only contained one voucher. She called her lawyer as to where the second one was. Since the time limits had not elapsed yet, she simply waited for the second one to arrive." (Minutes of Hearing (Further) and Summary of Evidence, p. 3, lines 14-17.) By applicant's testimony, applicant acknowledges she gave her attorney notice of the lack of receipt of Voucher 2 prior to its February 29, 2024 deadline. It is unknown why applicant's attorney did not at least inquire about the status of Voucher 2 prior to March 13, 2024, two weeks after the deadline, given Voucher 1 was provided in December 2023 and applicant was anticipating Voucher 2. Given how quickly defendant produced the vouchers to applicant upon notice of non-receipt, it raises the question as to whether a delay in receipt of Voucher 2 could have been avoided if applicant apprised defendant of the non-receipt sooner.

For the aforementioned reasons, we conclude that the record as a whole does not support finding defendant unreasonably delayed the issuance of Voucher 2 to warrant penalties.

For similar reasons, applicant is not entitled to attorney's fees. Under Labor Code section 5814.5, "[w]hen the payment of compensation has been unreasonably delayed or refused subsequent to the issuance of an award […] the appeals board shall, in addition to increasing the order, decision, or award pursuant to Section 5814, award reasonable attorneys' fees incurred in enforcing the payment of compensation awarded." (Lab. Code, § 5814.5; see also *Ramirez* (2008) 73 Cal.Comp.Cases 1324, 1334 (Appeals Board en banc) ("The right to seek attorney's fees under section 5814.5 comes into existence only after applicant has been awarded compensation and defendant has unreasonably delayed payment.")

Accordingly, we deny the Petition for Reconsideration.

For the foregoing reasons,

**IT IS ORDERED** that applicant's Petition for Reconsideration is **DENIED**.

**WORKERS' COMPENSATION APPEALS BOARD**

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

**I CONCUR,**

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

**/s/ JOSÉ H. RAZO, COMMISSIONER**

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

**AUGUST 25, 2025**

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

**HEATHER RAMOS**
**ALSCHULER & ALSCHULER**
**DAVID JANE & ASSOCIATES**

**DC/*cs***

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