WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

JAIME LLAMAS, *Applicant*

vs.

CITY OF ANAHEIM, Permissibly Self-Insured;
CITY OF DOWNEY, Permissibly Self-Insured adm. by Adminsure, *Defendants*

Adjudication Number: ADJ15875592; ADJ16732971
Anaheim District Office

OPINION AND ORDER GRANTING PETITION FOR RECONSIDERATION AND DECISION AFTER RECONSIDERATION

Defendant City of Downey (Downey) seeks reconsideration of the "Joint Findings and Award" (F&A) issued on May 21, 2025. The workers' compensation administrative law judge (WCJ) found in pertinent part that while applicant was employed as a police officer for Downey from August 1, 2006 through November 24, 2021 and for the City of Anaheim (Anaheim) from April 7, 2017 through November 24, 2021, he sustained injury arising out of and occurring in the course of employment to his brain in the form of cancer. The WCJ also found that in both cases, applicant is entitled to temporary disability benefits pursuant to Labor Code section 4850[1] beginning November 24, 2021, that applicant's cancer is presumed industrial pursuant to section 3212.1 for both employers, and that there is joint and several liability against Anaheim and Downey as applied by section 5500.5.

Defendant Downey contends that the WCJ's finding of last injurious exposure for the purposes of section 5500.5 was improperly based on a speculative and unsupported opinion as to latency. They contend, as a result, that Anaheim, as the terminal employer, has not rebutted the presumption of compensability in section 3212.1 to shift liability to a prior employer. Finally, Downey argues that because applicant resigned from his employment at Downey, they are not

[1] All further statutory references will be to the Labor Code unless otherwise indicated.

liable for any portion of temporary disability or section 4850 payments for disability resulting while applicant is employed with a subsequent employer. Downey also contends that the finding as to the period of employment with Downey should be limited to an end date of March 30, 2017.

Applicant filed an "Answer to City of Downey's Petition for Reconsideration" arguing that the agreed medical evaluator (AME) report from Dr. Drazin is substantial, that Downey is liable for temporary disability benefits, and that the stipulation to the employment period should remain in place.

WCJ filed a Report and Recommendation (Report) recommending denial of Downey's Petition.

We have considered the allegations of the Petition for Reconsideration and the Answer and the contents of the Report. Based on our review of the record, as discussed below, we will grant the Petition for Reconsideration, rescind the F&A and substitute a new F&A that finds that applicant sustained one cumulative injury, while employed during the period of August 1, 2006 to November 23, 2021, as a police officer by Downey and by Anaheim; applicant was employed during the period from August 1, 2006 to March 30, 2017, by Downey and during the period from April 7, 2017 to November 24, 2021, by Anaheim; applicant is entitled to temporary disability and benefits shall first be paid as section 4850 benefits; applicant's cancer/injury is presumed industrial pursuant to section 3212.1, as manifesting during the period of employment with Anaheim (ADJ15875592) and as developing during the period of employment with Downey (ADJ16732971); pursuant to section 5500.5(a), the period of liability is from December 21, 2016, through December 21, 2017, Downey and Anaheim are jointly and severally liable for the cumulative injury, and all issues of contribution pursuant to section 5500.5 (e) are deferred.

FACTS

Applicant filed two applications claiming cumulative injury to the brain in the form of cancer while employed as a police officer for Downey (ADJ16732971) and Anaheim (ADJ15875592). The cases were consolidated on January 12, 2023. (MOH/SOE, 12/16/2024, 2:3-4.) At trial on December 16, 2024, the parties in ADJ16732971, Downey and applicant, stipulated in relevant part:

> 1. Jaime Llamas, [], while employed during the period of 8-1-2006 through 12-21-2021 as a Police Officer, Group Number 490, at Downey, California, by the City of Downey, claims to have sustained injured arising out of and in the course of employment to his brain in the form of cancer.

6. The parties further stipulate that the applicant's last day of work with the City of Downey was on March 30 of 2017.

(MOH/SOE, 12/16/2024, 3:1-20.)

At trial, no testimony was taken. The reports of several agreed medical evaluators were introduced into evidence. Noam Drazin, M.D., in the specialty of oncology, was the only AME that all three parties agreed to.

In his Opinion on Decision (Opinion), the WCJ summarized Dr. Drazin's reporting as follows:

> Dr. Drazin issued a report dated 07/03/24 and was deposed on 10/01/24 by the parties. In Dr. Drazin's 07/03/24 report he notes that the type of cancer the applicant has and states, "This case is quite complex as the type of malignancy, anaplastic meningioma, is a very rare primary brain malignancy." As such, Dr. Drazin disagreed with both Dr. Hyman and Dr. Hirsch and their assessments with regard to the latency period for development of this rare cancer. Dr. Drazin proceeds to find that due to a latency period of approximately four (4) years based upon the "911 data set" for "Assorted solid tumors" that the exposures to carcinogens would likely have occurred in both municipalities that applicant worked in. (SEE JOINT EXHIBIT X2, P.127-128).
>
> In Dr. Drazin's deposition on 10/01/24 he addressed the latency periods that were addressed by the other AME's in this case and the latency period he finds, stating that latency periods related to radiofrequency transmissions have a 20-year data point, but as an oncologist, explains why he utilizes the "9/11 latency study," that finds a period of 4 years (partly because of the type and aggressive nature of the meningioma) because it references multiple sources of carcinogenic exposures as opposed to solely radiofrequency transmission. Dr. Drazin also points out that both Dr. Hyman and Dr. Hirsch are not oncologists. (SEE JOINT EXHIBIT X1; P.9; L9-16; P. 10; L13-24).

(Opinion, 05/21/2025, p. 3.)

WCJ concluded that there was one cumulative injury through applicant's last date of work on November 23, 2021. In his Opinion, he concluded that pursuant to section 5412, the date of injury was November 24, 2021, and the period of liability pursuant to section 5500.5 was November 24, 2016 through November 24, 2017. He found that both employers were subject to the presumption of compensability for injuries due to cancer for safety officers pursuant to section 3212.1 and that both employers were obligated to pay temporary disability benefits subject to section 4850.

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 June 25, 2025 and 60 days from the date of transmission is Sunday, August 24, 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).)[2] This decision is issued by or on Monday, August 25, 2025 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

[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.

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 June 25, 2025 and the case was transmitted to the Appeals Board on June 25, 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 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 June 25, 2025.

II.

At the outset, we address Downey's argument that the Findings of Fact pertaining to the period of employment with Downey is inaccurate.

"Stipulations are designed to expedite trials and hearings and their use in workers' compensation cases should be encouraged." (*County of Sacramento v. Workers' Comp. Appeals Bd.* (*Weatherall*) (2000) 77 Cal.App.4th 1114, 1120 [65 Cal.Comp.Cases 1], quoting *Robinson v. Workers' Comp. Appeals Bd*. (1987) 194 Cal.App.3d 784, 791 [52 Cal.Comp.Cases 419].) "A stipulation is 'An agreement between opposing counsel … ordinarily entered into for the purpose of avoiding delay, trouble, or expense in the conduct of the action,' (Ballentine, Law Dict. (1930) p. 1235, col. 2) and serves 'to obviate need for proof or to narrow range of litigable issues' (Black's Law Dict. (6th ed. 1990) p. 1415, col. 1) in a legal proceeding." (*Weatherall*, *supra*, at p. 1118.)

Stipulations are binding on the parties unless, on a showing of good cause, the parties are given permission to withdraw from their agreements. (*Weatherall*, *supra*, at p. 1121.) To determine whether there is good cause to rescind awards and stipulations, the circumstances surrounding their execution and approval must be assessed. (See Lab. Code, § 5702; *Weatherall*, *supra*, at pp. 1118-1121; *Robinson*, *supra*, at pp. 790-792; *Huston v. Workers' Comp. Appeals Bd.* (1979) 95 Cal.App.3d 856, 864-867 [44 Cal.Comp.Cases 798].) Although not an exhaustive list, "good cause" generally includes mutual mistake of fact, duress, fraud, undue influence, and procedural irregularities. (*Johnson v. Workmen's Comp. Appeals Bd*. (1970) 2 Cal.3d 964, 975 [35 Cal.Comp.Cases 362]; *Smith v. Workers' Comp. Appeals Bd.* (1985) 168 Cal.App.3d 1160, 1170 [50 Cal.Comp.Cases 311].)

In this case, there are contradictory stipulations listed in the MOH/SOE dated December 16, 2024. In the first stipulation, Downey agreed that the period of employment was through November 24, 2021, while in the last stipulation they limit the period of employment through March 30, 2017. There appears to be no dispute that applicant stopped working for Downey on March 30, 2017, and began working for Anaheim on April 7, 2017. Nor is there evidence to suggest that at any time he worked for both departments concurrently. Thus, we agree that the Finding of Fact pertaining to the period of employment is not supported by the record, and we will amend to clarify the finding to reflect that applicant's employment with Downey ended in 2017 as outlined below.

III.

Turning to Downey's argument with respect to Dr. Drazin's reporting, we agree with the WCJ's conclusion that Dr. Drazin's reporting is substantial. To constitute substantial medical evidence, a medical opinion must be predicated on reasonable medical probability. (*E.L. Yeager Construction v. Workers' Comp. Appeals Bd. (Gatten)* (2006) 145 Cal.App.4th 922, 928 [71 Cal.Comp.Cases 1687]; *McAllister v. Workmen's Comp. Appeals Bd.* (1968) 69 Cal.2d 408, 413, 416–17, 419 [33 Cal.Comp.Cases 660].) A physician's report must also 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. (*Gatten*, *supra*, 145 Cal.App.4th at p. 922; *Escobedo v. Marshalls* (2005) 70 Cal.Comp.Cases 604, 612 (Appeals Board en banc).) A medical opinion is not substantial medical evidence if it is based on facts no longer germane, on inadequate medical histories or examinations, on incorrect legal theories, or on surmise, speculation, conjecture, or guess (*Hegglin v. Workmen's Comp. Appeals Bd.* (1971) 4 Cal.3d 162, 169 [36 Cal.Comp.Cases 93, 97]; *Place v. Workmen's Comp. Appeals Bd.* (1970) 3 Cal.3d 372, 378–379 [35 Cal.Comp.Cases 525]; *Zemke v. Workmen's Comp. Appeals Bd.* (1968) 68 Cal.2d 794, 798 [33 Cal.Comp.Cases 358].) It is well established that the relevant and considered opinion of one physician may constitute substantial evidence, even if inconsistent with other medical opinions. (*Place*, *supra*, at pp. 378-379.) The function of the court on review is to determine whether the evidence, if believed, is substantial and supports the findings. (*Le Vesque v. Workers' Comp. Appeals Bd*. (1970) 1 Cal.3d 627 [35 Cal.Comp.Cases 16]; *Foster v. Ind. Acci. Com*. (1955) 136 Cal.App.2d 812, 816.) Having reviewed the trial record,

we see no evidence which is inconsistent with the WCJ's conclusion as it pertains to the substance of Dr. Dravin's reporting and testimony.

We disagree with Downey that Anaheim was required to rebut the presumption to shift the liability period pursuant to section 5500.5. First, Downey does not contest on reconsideration that they are not subject to the presumption in section 3212.1. As such, we will accept that there are two employers both bound to a presumption of injury and thus are individually liable. The question is one of liability under section 5500.5.

In *City of South San Francisco v. WCAB* (*Johnson*) (2018) 20 Cal.App.5th 881 [83 Cal.Comp.Cases 451], the initial public safety employer argued that the terminal public safety employer exposing the worker to carcinogens was liable. The court noted that section 5500.5,

> provides that liability for a cumulative injury is limited to those employers who employed the employee during one year preceding the earlier of (1) the date of injury per section 5412…or (2) "the last date on which the employee was employed in an occupation exposing him or her to the hazards of the occupational disease or cumulative injury." (§ 5500.5(a).) Although the second phrase appears to refer to any exposure to the hazards during a period of employment, this court has held that other provisions in the workers' compensation statutory scheme require proof of proximate causation before liability may be imposed. (*Scott Co. v. Workers' Comp. Appeals Bd.* (1983) 139 Cal.App.3d 98, 104–105 [188 Cal. Rptr. 537], citing §§ 3600, subd. (c), 3208, 3208.1.) Thus, an employer is not liable under section 5500.5(a) absent evidence that exposure during that employment was a contributing cause of the disease or injury, i.e., that the exposure was injurious. (*Scott Co*., at pp. 101, 104.)

(*Id.* at p. 893.)

Section 3212.1 provides a very specific standard for rebutting the presumption: proof of the cancer's primary site and absence of a reasonable link. (Lab. Code, § 3212.1.) The court in *Johnson* notes that the purpose of section 3212.1 is to protect the injured worker and not to protect employers from one another. (*Id.* at p. 894.) The employers may not assert the higher standard outlined in the presumption in section 3212.1 to avoid allocation of an appropriate finding of liability in section 5500.5, which requires only a preponderance of the evidence standard. In *Johnson*, the court found that only the initial public safety employer was liable based on a latency that pre-dated the employment with the terminal employer. To be clear, we do not use latency to rebut the presumption of compensability per section 3212.1. Both employers have compensable and presumed injuries. Latency is used, consistent with *Johnson*, to determine the exposure that caused applicant's cancer and to assign a period of liability accordingly.

Here, accepting Dr. Drazin's opinion on latency, the proximate cause for applicant's cancer is the exposure through December 2017, based on the confirmed cancer diagnosis on December 21, 2021. We note that there was no testimony taken regarding any differences between the exposures experienced at each employment and the medical record.

Nonetheless, Downey cites *Rose v. County of San Bernardino* (2022) 2022 Cal.Wrk.Comp. PD LEXIS 339 to support its position.[3] However, the court in *Rose* relied on a medical opinion that the injured worker's cancer was aggravated by the additional exposure. Downey did not elicit any testimony that indicated that the subsequent employment at Anaheim aggravated or accelerated the development of cancer.

There is no evidence to alter the WCJ's analysis of the period of liability. However, based on the medical evidence as to the latency, as discussed below, we will amend the last date of exposure to reflect four years from the date of diagnosis. As such, the period of liability will be from December 21, 2016 through December 21, 2017.

III.

While we agree with the WCJ's analysis of sections 5412 and 5500.5, we disagree with the result.

The date of injury as defined by section 5412 is the 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." Whether an employee knew or should have known their disability was industrially caused is a question of fact. (*City of Fresno v. Workers' Comp. Appeals Bd*. (*Johnson*) (1985) 163 Cal.App.3d 467, 471 [50 Cal.Comp.Cases 53]; *Nielsen v. Workers' Comp.* Appeals Bd. (1985) 164 Cal.App.3d 918, 927 [50 Cal.Comp.Cases 104]; *Chambers v. Workmen's Comp. Appeals Bd*. (1968) 69 Cal.2d 556, 559 [33 Cal.Comp.Cases 722].)

For the purposes of section 5412, disability is either temporary or permanent. (*State Compensation Insurance Fund v. Workers' Comp. Appeals Bd.* (*Rodarte*) (2004) 119 Cal.App.4th 998, 1002-1004, 1005-1006 [69 Cal.Comp.Cases 579]; *Chavira v. Workers' Comp. Appeals Bd*. (1991) 253 Cal.App.3d 463, 474 [56 Cal.Comp.Cases 631].) Disability has been defined as "an

[3] Panel decisions are not binding precedent on all other Appeals Board panels and workers' compensation judges. (*Gee v. Workers' Comp. Appeals Bd.* (2002) 96 Cal.App.4th 1418, 1425 fn. 6 [67 Cal.Comp.Cases 236].)

impairment of bodily functions which results in the impairment of earnings capacity." (*J.T. Thorp v. Workers' Comp. Appeals Bd.* (1984) 153 Cal.App.3d 327, 336 [49 Cal.Comp.Cases 224].)

An employer has the burden of proving that an employee knew or should have known that their disability was industrially caused. (*Johnson*, *supra*, at p. 471, citing *Chambers*, *supra*, 69 Cal. 2d at p. 559.) In general, an employee is not charged with knowledge that their disability is job-related without medical evidence to that effect. (*Johnson*, *supra*, at p. 473; *Newton v. Workers' Comp. Appeals Bd.* (1993) 17 Cal.App.4th 147, 156, fn. 16 [58 Cal.Comp.Cases 395].)

We agree with the WCJ that the date of disability is the date that applicant stopped working, on or around November 24, 2021. However, the date of knowledge is somewhat less clear. Applicant's diagnosis of cancer is not until December 21, 2021, and it is unclear when the earliest date that a doctor advised applicant that it was industrial. Though applicant may have suspected some industrial involvement prior to the diagnosis, the earliest that actual knowledge can be imputed is December 21, 2021. Thus, the date of injury is the date when knowledge and disability meet, which here is December 21, 2021.

Likewise, in discussing period of liability as outlined above, the conclusion is that the valid determination of latency is the four year period from the date of diagnosis of December 21, 2021. As a result, the relevant period of liability pursuant to section 5500.5 is December 21, 2016 through December 21, 2017. Based on the foregoing we will amend the findings as they pertain to the cumulative injury period and the date of injury.

IV.

We now turn to the issue of Downey's obligation to pay benefits pursuant to section 4850.

Section 4850 states, in relevant part:

> Whenever any person listed in subdivision (b), who is employed on a regular, full-time basis, and is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled, regardless of his or her period of service with the city, county, or district, to a leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, if any, that would be payable under this chapter, for the period of the disability, but not exceeding one year, or until that earlier date as he or she is retired on permanent disability pension, and is actually receiving disability pension payments, or advanced disability pension payments pursuant to Section 4850.3.

(Lab. Code, § 4850.)

Applicant was an active-duty officer for Anaheim at the time that he stopped working on November 23, 2021. There is no dispute that as the employer at time of disability, Anaheim owes temporary disability as set forth in section 4850.[4] Thus, applicant is entitled to benefits under section 4850 for one year, with temporary disability owed thereafter.

Downey argues that they will not owe salary continuation as they did not employ applicant at the time of disability and therefore could not have offered a leave of absence. There is some support for this position. (*Collins v. County of Los Angeles* (1975) 55 Cal.App.3d 594 [41 Cal.Comp.Cases 912] (sheriff resigned from position and was awarded temporary disability benefits and not 4850 benefits because leave of absence was not an option following resignation); *County of San Mateo v. WCAB* (*Warren*) (1982) 133 Cal.App.3d 737 [47 Cal.Comp.Cases 739] (sheriff sustained injury as probationary employee and resigned for reasons not related to industrial injury, and the court found that she was not entitled to benefits under section 4850).) However, we defer a finding as to whether Downey owes full salary continuation or temporary disability benefits as it is not ripe for adjudication since it will be an issue of contribution.

Section 5500.5 (e) states:

> (e) At any time within one year after the appeals board has made an award for compensation benefits in connection with an occupational disease or cumulative injury, any employer held liable under the award may institute proceedings before the appeals board for the purpose of determining an apportionment of liability or right of contribution. The proceeding shall not diminish, restrict, or alter in any way the recovery previously allowed the employee or his or her dependents, but shall be limited to a determination of the respective contribution rights, interest or liabilities of all the employers joined in the proceeding, either initially or supplementally; provided, however, if the appeals board finds on supplemental proceedings for the purpose of determining an apportionment of liability or of a right of contribution that an employer previously held liable in fact has no liability, it may dismiss the employer and amend its original award in such manner as may be required.

(Lab. Code, § 5500.5 (e).)

Applicant is entitled to section 4850 benefits subject to statutory limitations beginning on November 24, 2021, as he was employed at the time of his disability, regardless of which defendant is ultimately liable for the benefits. Thereafter, he is entitled to temporary disability benefits for the remainder of the 104 week period. This amount is certain and is not subject to the respective

[4] Anaheim did not file a petition for reconsideration disputing their obligation to pay benefits pursuant to section 4850.

defenses each party may have. As noted above, the amount each liable party is obligated to pay is subject to adjudication through the contribution process. Pursuant to section 5500.5 (e), one year after an order for benefits is made, any employer held liable may initiate proceedings for contribution. No such motion has been made here. Nor has there been an order or finding as to the relative apportionment and liability of each party. In short, payments to applicant as to the period of disability or of any other benefits owing may not be withheld while the parties determine the relative liability owed between each other.

As such, we will rescind the order that Downey owes benefits under section 4850 and order that contribution is deferred. Upon return, we encourage the parties to adjust the benefits and to determine the issue of election.

Accordingly, we grant the Petition for Reconsideration, rescind the F&A, and substitute a new F&A that finds that applicant sustained one cumulative injury, while employed during the period of August 1, 2006 to November 23, 2021, as a police officer by Downey and by Anaheim; applicant was employed during the period from August 1, 2006 to March 30, 2017, by Downey and during the period from April 7, 2017 to November 24, 2021, by Anaheim; applicant is entitled to temporary disability and benefits shall first be paid as section 4850 benefits; applicant's cancer/injury is presumed industrial pursuant to section 3212.1, as manifesting during the period of employment with Anaheim (ADJ15875592) and as developing during the period of employment with Downey (ADJ16732971); pursuant to section 5500.5(a), the period of liability is from December 21, 2016, through December 21, 2017, Downey and Anaheim are jointly and severally liable for the cumulative injury, and all issues of contribution pursuant to section 5500.5 (e) are deferred.

For the foregoing reasons,

IT IS ORDERED that defendant's Petition for Reconsideration of the decision of May 21, 2025 is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the decision of May 21, 2025 is **RESCINDED** and the following is **SUBSTITUTED** therefor:

FINDINGS OF FACT

1. Applicant, Jaime Llamas, while employed during the period of August 1, 2006 to November 23, 2021 as a Police Officer, at Downey, California by the City of Downey, permissibly self-insured and administered by Adminsure, and at Anaheim, California by the City of Anaheim, permissibly self-insured and administered by the City of Anaheim, sustained one cumulative injury arising out of and occurring in the course of employment to his brain in the form of cancer.

2. Applicant was employed during the period from August 1, 2006 to March 30, 2017, by the City of Downey, and applicant was employed during the period from April 7, 2017 to November 24, 2021, by the City of Anaheim.

3. In ADJ15875592 and ADJ16732971, applicant's earnings are $3,250.00 per week warranting the maximum temporary disability rate under the Labor Code.

4. Applicant is entitled to temporary disability benefits beginning on November 24, 2021. Any benefits owing shall first be paid pursuant to Labor Code 4850, and thereafter as temporary disability benefits for a total of up to 104 weeks.

5. Attorney's fees payable to Ferrone Law Group, 15% of the awarded temporary disability above in #4.

6. In ADJ15875592, applicant's cancer/injury is presumed industrial pursuant to Labor Code section 3212.1 as manifesting during the period of employment with City of Anaheim. In ADJ16732971, applicant's cancer/injury is presumed industrial pursuant to Labor Code section 3212.1 as developing during the period of employment with City of Downey.

7. Pursuant to Labor Code section 5500.5(a), the period of liability is from December 21, 2016, through December 21, 2017. The City of Downey and the City of Anaheim are jointly and severally liable for the cumulative injury outlined in Finding #1. All issues of contribution pursuant to Labor Code section 5500.5 (e) are deferred. Applicant to make an election against either defendant.

8. Penalties are deferred with jurisdiction reserved.

AWARD

AWARD IS MADE in favor of JAIME LLAMAS against City of Anaheim and City of Downey for temporary disability benefits beginning November 24, 2021 at the maximum rate and subject to Labor Code section 4850, up to the 104 weeks, less 15% as reasonable attorney's fees payable to Ferrone Law Group.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

I CONCUR,

/s/ CRAIG SNELLINGS, COMMISSIONER

/s/ KATHERINE A. ZALEWSKI, CHAIR

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.

JAIME LLAMAS
FERRONE LAW GROUP
BRIAN T. RILEY
BRADFORD & BARTHEL, LLP

TF/md

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