

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

ADAM HAYWARD, *Applicant*

vs.

**TAMPA BAY BUCCANEERS; GREAT DIVIDE INSURANCE COMPANY, administered
by BERKLEY ENTERTAINMENT, *Defendants***

**Adjudication Number: ADJ21106251
Santa Ana District Office**

**OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION**

Defendant Tampa Bay Buccaneers (Buccaneers) seek reconsideration of the May 14, 2026 Findings of Fact, wherein the workers' compensation administrative law judge (WCJ) found that pursuant to Labor Code¹ sections 5305 and 3600.5(a), the Workers' Compensation Appeals Board (WCAB) has subject matter jurisdiction over applicant's claim and that subdivisions (c) and (d) of section 3600.5 would not exempt the parties from California jurisdiction.

Defendant contends the case needs to be remanded to develop the record regarding the issue of applicant's contract formation with the Washington Commanders (Commanders), and that there was no oral contract formed between applicant and defendant as a basis for subject matter jurisdiction.

We have received an Answer from applicant. 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, and for the reasons set forth in the Report, which we adopt and incorporate, we will deny reconsideration.

¹ All further references are to the Labor Code unless otherwise noted.

FACTS

Applicant claimed injury to his head, neck, back, spine, bilateral shoulders, bilateral hips, bilateral elbows, bilateral wrists, bilateral hands, fingers, bilateral legs, bilateral knees, bilateral ankles, bilateral feet, toes, internal, ENT/TMJ, neuro, psych, hearing, vision, sleep, and chronic pain while employed as a professional athlete by the Tampa Bay Buccaneers from April 29, 2007 to March 11, 2014, and the Washington Commanders, formerly known as the Washington Redskins, from March 12, 2014 to July 22, 2016. Defendant denies injury arising out of and in the course of employment and asserts the WCAB lacks subject matter jurisdiction over applicant's claim.

On February 25, 2026, the parties proceeded to trial on the sole issue of "[s]ubject matter jurisdiction over the claim pursuant to Labor Code Sections 3600.5 and 5305." (Minutes of Hearing and Summary of Evidence (Minutes), dated February 25, 2026, at p. 2:16.) The WCJ heard testimony from applicant, and ordered the matter submitted for decision as of March 17, 2026.

On May 14, 2026, the WCJ issued her Finding of Fact, determining that "[p]ursuant to Labor Code sections 5305 and 3600.5(a), this Court has jurisdiction over the subject matter of Applicant's claim and there is no exemption under 3600.5 (c) and (d)." (Finding of Fact No. 1.) The WCJ's Opinion on Decision explained that following a review of the evidence she had reached the factual conclusion that applicant was hired in California by both the Buccaneers and the Commanders. (Opinion on Decision, at pp. 5-7.) Because subdivisions (c) and (d) of section 3600.5 only apply to professional athletes hired outside California, the WCJ concluded that applicant's hirings in California conferred subject matter jurisdiction per sections 5305 and 3600.5(a). (*Id.* at p. 7.)

Defendant's Petition contends that applicant "testified at trial for the very first time that the terms of his contract with [the Commanders] were agreed to in California," and that this testimony conflicts with deposition testimony in which applicant stated that he had agreed to the terms of a contract with the Commanders while in Florida, not California. (Petition, at p. 3:17.) Defendant asserts the evidentiary record must be developed in response to this new testimony. Defendant further contends applicant entered into a written agreement with the Buccaneers that contains an integration clause, obviating any assertion of a preceding oral contract of hire. (Petition, at p. 5:2.) Because applicant's written contracts of hire were signed outside of California, and because those

contracts are the only valid and enforceable agreements relating to applicant's hiring, there was no oral contract of hire formed in California. Consequently, defendant asserts we must decline jurisdiction pursuant to Labor Code section 3600.5(d).

Applicant's Answer responds that the WCJ's Finding of Fact relies on the credible testimony of applicant and that defendant's disagreement with the WCJ's factual determination does not establish legal error. (Answer, at p. 2:19.) Applicant asserts that California statutory and decisional authority supports finding a California hiring based on an oral agreement of hire. (*Id.* at p. 3:6.) Applicant also asserts that a "tender letter" issued by the Buccaneers following the National Football League (NFL) draft creates an independent basis to find a California hiring. (*Id.* at p. 4:4.)

The WCJ's Report explains that she found applicant's trial testimony to be credible, and that the evidentiary record supports applicant's assertion that he was in California at the time he communicated his acceptance of employment with the Commanders. (Report, at p. 3.) Accordingly, the WCJ recommends we deny reconsideration.

DISCUSSION

I.

Former section 5909 provided that a petition for reconsideration was deemed denied unless the Appeals Board acted on the petition within 60 days from the date of filing. (Lab. Code, § 5909.) Effective July 2, 2024, section 5909 was amended to state in relevant part that:

(a) A petition for reconsideration is deemed to have been denied by the appeals board unless it is acted upon within 60 days from the date a trial judge transmits a case to the appeals board.

(b)

(1) When a trial judge transmits a case to the appeals board, the trial judge shall provide notice to the parties of the case and the appeals board.

(2) For purposes of paragraph (1), service of the accompanying report, pursuant to subdivision (b) of Section 5900, shall constitute providing notice.

Under section 5909(a), the Appeals Board must act on a petition for reconsideration within 60 days of transmission of the case to the Appeals Board. Transmission is reflected in Events in the Electronic Adjudication Management System (EAMS). Specifically, in Case Events, under

Event Description is the phrase “Sent to Recon” and under Additional Information is the phrase “The case is sent to the Recon board.”

Here, according to Events, the case was transmitted to the Appeals Board on June 16, 2026, and 60 days from the date of transmission is Saturday, August 15, 2026. The next business day that is 60 days from the date of transmission is Monday, August 17, 2026. (See Cal. Code Regs., tit. 8, § 10600(b).)² This decision is issued by or on August 17, 2026, so that we have timely acted on the petition as required by section 5909(a).

Section 5909(b)(1) requires that the parties and the Appeals Board be provided with notice of transmission of the case. Transmission of the case to the Appeals Board in EAMS provides notice to the Appeals Board. Thus, the requirement in subdivision (1) ensures that the parties are notified of the accurate date for the commencement of the 60-day period for the Appeals Board to act on a petition. Section 5909(b)(2) provides that service of the Report and Recommendation shall be notice of transmission.

Here, according to the proof of service for the Report and Recommendation by the workers’ compensation administrative law judge, the Report was served on June 16, 2026, and the case was transmitted to the Appeals Board on June 16, 2026. Service of the Report and transmission of the case to the Appeals Board occurred on the same day. Thus, we conclude that the parties were provided with the notice of transmission required by section 5909(b)(1) because service of the Report in compliance with section 5909(b)(2) provided them with actual notice as to the commencement of the 60-day period on June 16, 2026.

II.

The dispute at bar involves the question of whether the WCAB has the jurisdiction to hear and decide applicant’s claim for workers’ compensation benefits.

Section 3600.5(a) provides that “[i]f 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.” (Lab. Code, § 3600.5(a).)

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.

Section 5305 further provides that WCAB has “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,” and that “[a]ny employee described by this section, or his or her dependents, shall be entitled to the compensation or death benefits provided by this division.” (Lab. Code, § 5305.)³

Here, the WCJ determined in relevant part that the Buccaneers, and later the Commanders, extended an offer of employment which applicant verbally accepted while physically present in California. (Opinion on Decision, at pp. 6-7.) The WCJ concluded that applicant was hired in California by both teams. Defendant challenges the WCJ’s factual determination that applicant was physically present in California at the time he accepted the offers.

Defendant contends applicant’s trial testimony was inconsistent with prior deposition testimony as to applicant’s physical location when he verbally accepted the Commanders’ offer of employment. (Petition, at p. 3:20.) Because applicant did not make the allegation of a California hiring prior to trial, defendant asserts that due process requires that it be allowed to reopen discovery to obtain records from the Commanders that may “potentially prove where Applicant was located when agreed to terms with the team.” (*Id.* at p. 4:9.)

Applicant testified at trial that in April, 2007, he was selected in the sixth round of the NFL draft, and that he was physically present in Murietta, California, at his brother’s home when he accepted an offer of employment tendered by the Buccaneers. (Minutes, at p. 4:8.) Applicant’s employment with the Buccaneers extended through December, 2013, at which time he became a free agent. (*Id.* at p. 6:9.)

In the 2014 off-season during his free agency, applicant traveled back to California to visit his family and prepare for the free-agency period. (*Id.* at p. 7:16.) Applicant testified that “[a]t the time the free-agency period opened on March 11, 2014, he was located in California,” and that “on March 11, 2014, he communicated to Washington his acceptance of their offer. He then flew back to Florida to get his affairs in order and then flew to Washington.” (*Id.* at p. 8:1.) In addition, when applicant communicated his acceptance to the Commanders on March 11, 2014, “his agent also informed the other teams that he was proceeding with them, not Dallas or Arizona.” (*Id.* at p. 8:12.)

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].)

Under cross-examination, applicant confirmed that “he was in California when he orally accepted the contract offered by the Washington team on March 12, 2014.” (*Id.* at p. 8:21.) However, applicant also acknowledged that in his prior deposition testimony, “his answer as to accepting the Redskins terms of contract was that he was in Tampa Bay at the time.” (*Id.* at p. 8:23.) Under redirect examination, applicant “recalled that he accepted in California,” and that “he was living in Florida at the time, but his practice was to fly back to California each off season.” (*Id.* at p. 9:17.)

In this instance, applicant testified under both direct and cross-examination as to the time and place of his acceptance of the offer of employment from the Commanders. Applicant’s testimony was specifically challenged by defendant under cross-examination. The “chief purpose of cross-examination is to test the credibility, knowledge, and recollection of the witness.” (*Ogden Entertainment Services v. Workers’ Comp. Appeals Bd. (Von Ritzhoff)* (2014) 233 Cal.App.4th 970, 984 [80 Cal.Comp.Cases 1, citing 3 Witkin, Cal. Evidence (5th ed. 2012) Presentation at Trial, § 236, p. 345.]) However, the purpose of cross-examination is not *limited* to eliciting facts or information about the merits of the case. “[O]ne of the important objects of the right of confrontation was to guarantee that the fact finder had an adequate opportunity to assess the credibility of witnesses.” (*Berger v. California* (1969) 393 U.S. 314, 315 [89 S. Ct. 540]). Having heard and weighed the evidence, including applicant’s testimony under direct and cross-examination, the WCJ accepted applicant’s trial testimony as credible and determined that “similar to his acceptance of Tampa Bay’s offer following the draft, applicant agreed to Washington’s offer to join their organization while located in California.” (Opinion on Decision, at p. 7.) The WCJ’s Report confirms that she found applicant’s testimony to be fully credible and based thereon determined that applicant’s hiring in California was an appropriate basis for subject matter jurisdiction. (Report, at p. 3.)

When a petition for reconsideration is filed, the Appeals Board has the power to reweigh the evidence, make an independent examination of the record, and reach a different conclusion than was reached by the WCJ. (Labor Code §§ 5907, 5315; *Buescher v. Workers’ Comp. Appeals Bd.* (1968) 265 Cal.App.2d 520 [33 Cal.Comp.Cases 537] (*Buescher*); *Allied Comp. Ins. v. Industrial Acc. Comm. (Lintz)* (1961) 57 Cal.2d 115 [26 Cal.Comp.Cases 241]; *Garza v. Workmen’s Comp. Appeals Bd.* (1970) 3 Cal.3d 312, 317 [35 Cal.Comp.Cases 500]; *Mendoza v. Workers’ Comp. Appeals Bd.* (1976) 54 Cal.App.3d 820 [41 Cal.Comp.Cases 71, 73]; *Minne West*

v. Industrial Acc. Comm. (1947) 79 Cal.App.2d 711, 719 [12 Cal.Comp.Cases 86].) The Appeals Board can annul the findings of the trial-level workers' compensation judge and substitute its own findings and decision in light of all the evidence in the record. (*Buescher, supra*, at p. 520; Lab. Code §§ 5907, 5953.) It is also well established that the Board has the power to resolve conflicts in the record, to make its own determinations of credibility and to reject the findings of the WCJ. (*Rubalcava v. Workers' Comp. Appeals Bd.* (1990) 220 Cal.App.3d 901, 908 [55 Cal.Comp.Cases 196].)

However, "when a referee's finding of compensable injury is supported by solid, credible evidence, it is to be accorded great weight by the Board and should be rejected only on the basis of contrary evidence of considerable substantiality." (*Lamb v. Workmen's Comp. Appeals Bd.* (1974) 11 Cal.3d 274, 281 [39 Cal.Comp.Cases 310].) As our Supreme Court has observed:

Although the board is entitled to reject the referee's findings on credibility matters if substantial evidence supports contrary findings, the degree of substantiality required to sustain the board in such cases should be greater than that afforded by the evidence relied upon herein. As stated by this court in *In re Branch*, 70 Cal.2d 200, 203, footnote 1 [74 Cal.Rptr. 238, 449 P.2d 174], with respect to review of referee's findings in habeas corpus cases, "A referee's findings of fact are, of course, not binding on this court, and we may reach a different conclusion on an independent examination of the evidence produced at the hearing he conducts even where the evidence is conflicting. [Citation.] However, where the findings are supported by 'ample, credible evidence' [citation] or 'substantial evidence' [citation] they are entitled to great weight [citations] because of the referee's 'opportunity to observe the demeanor of the witnesses and weigh their statements in connection with their manner on the stand'"

(*Garza, supra*, at pp. 318-319.)

Here, the WCJ observed the applicant, heard his testimony, and resolved any credibility issues in his favor. The credibility of witnesses, the persuasiveness or weight of the evidence, and the resolution of conflicting inferences are questions of fact to which the Board must give and does give great weight in reviewing the WCJ's findings. (*Lamb, supra*, at p. 281; *Garza, supra*, at p. 317.) Here following our review of the complete record occasioned by defendant's Petition, we discern no evidence of considerable substantiality that warrants disturbing the WCJ's assessment of witness credibility, or the resulting determination that applicant was hired in California by both the Buccaneers and the Commanders. Accordingly, we decline reconsideration on that basis.

Defendant next contends that the WCJ relied on California case law authority to determine that an oral agreement was sufficient to form a contract of hire in California, but that a professional football player must sign an actual uniform player contract before they can be hired as a professional athlete. (Petition, at p. 5:24.) Defendant observes that there is no dispute that applicant ultimately signed a written contract with both the Buccaneers and the Commanders outside California. Defendant contends that in construing an offer and oral acceptance in California as a “hiring” for purposes of determining subject matter jurisdiction under section 3600.5, that the Appeals Board has taken the position that “there is never a written contract of hire; because according to the WCAB, it is mere agreement to the terms upon which creates the contract of hire.” (Petition, at p. 6:21.)

A California hiring, standing alone, is sufficient to confer the WCAB with jurisdiction over an industrial injury that occurs outside the state. “[T]he creation of the [employer-employee] status under the laws of this state is a sufficient jurisdictional basis for the regulation of that relationship within this state and the creation of incidents thereto which will be recognized within this state, even though the relation was entered into for purposes connected solely with the rendition of services in another state.” (*Alaska Packers Asso. v. Industrial Acci. Com. (Palma)* (1934) 1 Cal.2d 250, 256 [1934 Cal. LEXIS 358], *affd.* (1935) 294 U.S. 532 [55 S. Ct. 518, 79 L. Ed. 1044, 20 I.A.C. 326] (*Palma*); *Benguet Consol. Mining Co. v. Industrial Acci. Com.* (1939) 36 Cal.App.2d 158, 159 [1939 Cal.App. LEXIS 28]; *McKinley v. Arizona Cardinals* (2013) 78 Cal.Comp.Cases 23, 32-33 [2013 Cal. Wrk. Comp. LEXIS 2]; *Jackson v. Cleveland Browns* (December 26, 2014, ADJ6696775) [2014 Cal. Wrk. Comp. P.D. LEXIS 682].)

California courts have also held that the formation of an oral contract in California is sufficient to confer jurisdiction under section 5305. Under California law, “an oral contract consummated over the telephone is deemed made where the offeree utters the words of acceptance.” (*Janzen v. Workers’ Comp. Appeals Bd.* (1997) 61 Cal.App.4th 109, 114 [71 Cal.Rptr.2d 260] (*Janzen*), citing *Travelers Ins. Co. v. Workmen’s Comp. Appeals Bd. (Coakley)* (1967) 68 Cal.2d 7, 14 [32 Cal.Comp.Cases 527] (*Coakley*).) Pursuant to Civil Code section 1583, “[c]onsent is deemed to be fully communicated between the parties as soon as the party accepting a proposal has put his acceptance in the course of transmission to the proposer, in conformity to the last section.” (Civ. Code, § 1583.) Thus, in *Paula Insurance Co. v. Workers’ Comp. Appeals Bd.* (2000) 65 Cal.Comp.Cases 426 [2000 Cal. Wrk. Comp. LEXIS 6264] (writ denied), the

telephonic offer of employment by an Oregon employer, as accepted by the father of a California farm laborer, was sufficient to form a contract of hire.

Moreover, California law recognizes that post formation contract requirements will not invalidate an underlying California hiring based on an oral agreement. In *Reynolds Elec. v. Workmen's Comp. App. Bd. (Egan)* (1966) 65 Cal.2d 429 [31 Cal.Comp.Cases 415] (*Egan*), applicant accepted an offer of Nevada employment, conveyed by a representative of his union, while physically located at a union hiring hall in California. The Supreme Court held that the contract for hire was made in California even when certain out-of-state contingencies were to be satisfied including the completion of a lengthy questionnaire in Nevada, applicant obtaining a security clearance once in Nevada *before he could commence work*, and where the employer could reject applicant when he appeared at job site in Nevada. (*Id.* at pp. 431-432.) One year after the decision in *Egan*, the Supreme Court confirmed in *Coakley, supra*, 68 Cal.2d 7, that a contract for hire in California was established even where every condition of employment was not yet finalized:

[T]he oral California agreement included the essential terms of the contract: the parties, time and place of employment, salary, and the general category of employment (geologist). An employment contract need not detail every condition of employment (*Gordon v. Wasserman* (1957) 153 Cal.App.2d 328, 329 [314 P.2d 759]). That particular terms remain undesignated does not render the original contract invalid for uncertainty. Later agreement on the unspecified terms does not rescind the original contract (*Wilson v. Wilson* (1950) 96 Cal.App.2d 589, 594 [216 P.2d 104]), especially if the parties' performance indicates that they intended to be bound by the prime agreement. (*Bohman v. Berg* (1960) 54 Cal.2d 787, 794-795 [8 Cal.Rptr. 441, 356 P.2d 185].) Second, an alteration of details of the contract which leaves undisturbed its general purpose constitutes a modification rather than a rescission of the contract (*Grant v. Aerodraulics Co.* (1949) 91 Cal.App.2d 68, 74-75 [204 P.2d 683]); it does "not affect the original contract, which still remains in force." [Citations.]

(*Coakley, supra*, 68 Cal.2d 7, 17.)

In *Bowen v. Workers' Comp. Appeals Bd.* (1999) 73 Cal.App.4th 15 [64 Cal.Comp.Cases 745], the court of appeal determined that a contract for hire between a player and a major league baseball team was formed in California, thus conferring California jurisdiction, notwithstanding the need for the contract to be ratified by the baseball Commissioner. Citing the St. Clair workers' compensation treatise, the California Second District Court of Appeal observed:

[T]he fact that there are formalities which must be subsequently attended to with respect to such extraterritorial employment does not abrogate the contract of hire or California jurisdiction. Such things as filling out formal papers regarding the specific terms of the employment or obtaining a security clearance from the federal government are deemed ‘conditions subsequent’ to the contract, not preventing it from initially coming into existence. [Citations.]

(*Bowen, supra*, at 22.)

Similarly, *Bowen* explained the important role of public policy in considering under what circumstances a person is hired in California for purposes of applying California’s workers’ compensation law:

The views of our Supreme Court regarding the mandate that the courts construe the Workers’ Compensation Act liberally have not changed since the time of *Reynolds*. In *Arriaga v. County of Alameda* (1995) 9 Cal. 4th 1055, 1065 [40 Cal. Rptr. 2d 116, 892 P.2d 150], the Supreme Court stated that its conclusion in the case “...comports with the Legislature’s command in section 3202 that the Act ‘be liberally construed by the courts with the purpose of extending [its] benefits for the protection of persons injured in the course of their employment.’ [Fn. omitted.] This command governs all aspects of workers’ compensation; it applies to factual as well as statutory construction. [Citations.] Thus, ‘if a provision in [the Act] may be reasonably construed to provide coverage or payments, that construction should usually be adopted even if another reasonable construct is possible.’”

Our departure from the technical common law of contracts in favor of extending workers’ compensation benefits is nothing novel. In *Laeng v. Workmen’s Comp. Appeals Bd.* (1972) 6 Cal. 3d 771 [100 Cal. Rptr. 377, 494 P.2d 1], our Supreme Court, in a case of first impression, addressed the question of whether an injury sustained during a “tryout” for an employment position is compensable under workers’ compensation law. In determining that the injured person, Laeng, was an “employee” and entitled to compensation, the court stated: “Although we recognize that at the time of his injury the claimant was not yet ‘employed’ by the city in any contractual sense, we are not confined, in determining whether Laeng may be considered an ‘employee’ for purposes of work[ers’] compensation law, to finding whether or not the city and Laeng had entered into a traditional contract of hire. . . . [P] Given [the] broad statutory contours [of the definition of ‘employee’, we believe that an ‘employment’ relationship sufficient to bring the act into play cannot be determined simply from technical contractual or *common law* conceptions of employment but must instead be resolved by reference to the history and fundamental purposes underlying the Work[ers’] Compensation Act [citations].” (*Id.* at pp. 776-777, italics added.) In a footnote to this text, the court explained: “By this statement, of course, we do not imply that common law notions of the employment relationship should never be considered in determining the issue of ‘employment’ under work[ers’]

compensation, but only that such common law principles are not determinative of the issue. . . . [T]he differences between the common law and work[ers'] compensation usage of the term 'employment' stem from the fundamentally different purposes served by the employment concept in each context. . . . Although there is considerable overlap between the two fields, in each context the determination of the presence or absence of a sufficient 'employment' relationship must ultimately depend on the purpose for which the inquiry is made." (*Id.* at pp. 777-778, fn. 7.)

Based on the foregoing authorities, we conclude that a contract was formed in California under sections 3600.5 and 5305 when Bowen signed it, accepting the Marlins' offer, and that the approval of the Commissioner was a condition subsequent to employment. Even if, for the sake of discussion, Bowen's acceptance of the Marlins' offer did not form a contract under common law in California by reason of the contract clause requiring the Commissioner's approval, we would still conclude that Bowen is entitled to benefits under California workers' compensation law. Section 5000 provides that "No contract . . . shall exempt the employer from liability for the compensation fixed by this division" In a landmark case applying section 27(a) of the Workmen's Compensation, Insurance and Safety Act of 1917 (section 27(a); Stats. 1917, ch. 586, § 27(a), p. 855), the predecessor statute of section 5000 containing similar language, *Alaska Packers Assn. v. Indus. Acc. Com.*, *supra*, 1 Cal. 2d 250, affirmed (1935) 294 U.S. 532 [55 S. Ct. 518, 79 L. Ed. 1044], the California Supreme Court held that an employee hired in California to work in Alaska, where he was injured, came within the jurisdiction of California workers' compensation law despite a contract clause providing that Alaska's Workers' Compensation Act would apply. The court ruled: "The attempted selection of the Alaska act as the governing law in . . . the contract is not available to the [employer]. A contract attempting to avoid the liability imposed by the California act is invalid." (1 Cal. 2d at p. 260, citing § 27(a).) The United States Supreme Court, in affirming, against an attack that the award of compensation to the employee offended the United States Constitution by a denial of due process and full faith and credit, stated: "California . . . had a legitimate public interest in controlling and regulating this employer-employee relationship in such fashion as to impose a liability upon the employer for an injury suffered by the employee, and in providing a remedy available to him in California. . . . [California] had as great an interest in affording adequate protection to this class of its population [California employees injured outside of California] as to employees injured within the state." (294 U.S. at pp. 542-543 [55 S. Ct. at p. 522].) Accordingly, an employer, such as the Marlins, cannot, simply by adding a contract clause requiring the approval of a third party, such as a commissioner, located out of state, deny an employee, such as Bowen, California workers' compensation benefits where the employee accepts an offer of employment in California. To permit the use of such a contract clause to defeat an employee's claim for benefits would violate section 5000 prohibiting contracts exempting employers from liability under the California Workers' Compensation Act and

frustrate California's interests in protecting employees hired in California and injured elsewhere.

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*, at pp. 25-27.)

The salient jurisdictional inquiry contemplated by the *Bowen* court was not whether a written contract had been finalized under the common law, but rather whether the facts of offer and acceptance were sufficient to bring the matter within California's workers' compensation system in light of the strong public policy in favor of the extension of workers' compensation benefits.

When a party accepts a valid offer of employment while within California's territorial boundaries, both California statutory and decisional authority support the conclusion that a California hiring has taken place sufficient to invoke California's jurisdiction under sections 3600.5 and 5305. Once conferred, that jurisdiction is prescribed by law and it cannot be increased or diminished by contract. (Lab. Code, § 5000; see, e.g., *General Acceptance Corp. v. Robinson* (1929) 207 Cal.285, 289 (277 P. 1039) ["The rules to determine in what courts and counties actions may be brought are fixed upon consideration of general convenience and expediency by general law; to allow them to be changed by the agreement of the parties would disturb the symmetry of the law, and interfere with such convenience."]; *Beirut Universal Bank v. Superior Court* (1969) 268 Cal.App.2d 832, 843 (74 Cal.Rptr. 333) ["[A]n express provision in a contract that no suit shall be maintained thereon, except in a particular court or in the courts of a particular county, state or nation, is not effective to deprive any court of jurisdiction that it otherwise could have over litigation based on that contract."].) Given the WCJ's factual determination that applicant accepted two valid offers of employment while present in California resulting in a California hiring, applicant's subsequent ratification of a written employment contract in each instance would in no way invalidate the statutory grant of California subject matter jurisdiction.

In light of California's strong public policy in favor of the extension of workers' compensation benefits to protect workers hired in the State, a valid offer and acceptance in California is a sufficient basis upon which to invoke California jurisdiction. This threshold subject matter jurisdiction determination would not obviate further terms or conditions of employment, including the reduction of the agreement to a written contract.

Here, the WCJ reached the factual conclusion that applicant received an offer of employment from both the Buccaneers and the Commanders, and that in each instance, applicant accepted the offer while physically present in California. Applicant's acceptances in California constituted a hiring for the purposes of determining California's subject matter jurisdiction under sections 3600.5(a) and 5305. Based on our review of the entire record occasioned by defendant's Petition, we discern no good cause to disturb the WCJ's Findings of Fact. Accordingly, we will deny reconsideration.

For the foregoing reasons,

IT IS ORDERED that the Petition for Reconsideration is **DENIED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSÉ H. RAZO, COMMISSIONER

I CONCUR,

/s/ JOSEPH V. CAPURRO, COMMISSIONER

/s/ CRAIG L. SNELLINGS, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

August 17, 2026

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

**ADAM HAYWARD
PRO ATHLETE LAW GROUP
BOBER, PETERSON & KOBAY**

SAR/abs

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

REPORT AND RECOMMENDATION OF CALIFORNIA WORKERS' COMPENSATION JUDGE ON PETITION FOR RECONSIDERATION

I. INTRODUCTION

Defendant, GREAT DIVIDE INSURANCE COMPANY, administered by BERKLEY ENTERTAINMENT IRVING for the Tampa Bay Buccaneers, filed a timely and verified Petition for Reconsideration from the May 14, 2026 Findings and Award finding California subject matter jurisdiction. Applicant's counsel has filed an Answer to Defendant's Petition for Reconsideration.

Only jurisdiction is the subject of the petition, where defendants plead:

1. The Board acted without or in excess of its powers.
2. The evidence does not justify the findings of fact.

II. STATEMENT OF FACTS

Adam Hayward, born 6-23-1984, while employed during the period 4-1-2007 to 7-22-2016, as a professional athlete, by the Tampa Bay Buccaneers from 4-29-2007 to 3-11-2014; the Washington Commanders, formally known as the Washington Redskins, 3-12-2014 through 7-22-2016 claims to have sustained injury arising out of and in the course of employment to head, neck, back, spine, bilateral shoulders, bilateral hips, bilateral elbows, bilateral wrists, bilateral hands, fingers, bilateral legs, bilateral knees, bilateral ankles, bilateral feet, toes, internal, ENT/TMJ, neuro, psych, hearing, vision, sleep, and chronic pain. This Workers' Compensation Judge found there was subject matter jurisdiction over applicant's claim, and there is no exemption under §3600.5(c) and (d). It is from this finding that defendants have petition for reconsideration.

III. DISCUSSION

Subject Matter Jurisdiction

California can assert subject matter jurisdiction over a team because the terms of the contract were agreed to in California and the applicant's signing of the formal documents were a

condition subsequent. (*The Travelers Insurance Co. v. WCAB (Coakley)* (1967), 68 Cal.2d 7, 64 Cal.Rptr. 440, 434 P.2d 992); *Bowen v. WCAB* (1999), 73 Cal. App. 4th 15.)

Labor Code §5305 reads, in pertinent part, as follows:

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. Any employee described by this section, or his or her dependents, shall be entitled to the compensation or death benefits provided by this division.

In *Perez v. WCAB* (2013) 78 Cal.Comp.Cases 729, a Workers' Compensation Appeals Board panel affirmed the Workers' Compensation Judge's finding that subject matter jurisdiction was lacking because applicant's contract for hire was formed out of state, and none of applicant's job duties were performed in California.

From the outset in this case, parties focused on where applicant's contract was formed pursuant to Labor Code §5305. The WCJ assessed and noted that focus was on applicant's location; an oral contract consummated over the telephone is deemed made where the offeree utters the words of acceptance, and in employment contracts there is an inference that the employer is the offeror. (*Janzen v. Workers' Comp. Appeals Bd.* (1997) 61 Cal.App.4th 109 [71 Cal.Rptr.2d 260]).

The WCJ relied on applicant's testimony as credible noting that applicant's contract with Tampa Bay was formed in California when he conducted negotiations by phone while in California. Of note is that applicant had been living and training in California in various cities, including Westminster, California where he lived, his high school in Huntington Beach where he trained, his brother's house in Murrieta where he watched the Draft announcement and received a congratulatory phone call, and his agent's office in Temecula. Applicant further testified that he regularly made California his home during the off-season. That he signed the actual contract form in Tampa Bay and subsequently Virginia where the Washington team is headquartered, is a condition subsequent and does not deem the contract formed elsewhere.

Petitioner asserts otherwise indicating that applicant negotiated a new contract outside of California following his entering into free-agency.

The WCJ also emphasizes that applicant's employment as a football player with the Tampa Bay team and the Washington team required him to be located near the employer's facilities – obviously applicant would not commute from California to either Florida or Virginia, therefore, housing would be necessary. The WCJ recalled applicant's testimony that after every off-season, he would return home to California. A contentious point between the parties was whether, at the conclusion of his Tampa Bay contract, he was located in Florida when he accepted the contract with Washington. The WCJ concluded that applicant's testimony in trial supports a logical inference as to where he was following the end of the 2013 season. As discussed, the 2013 season had already ended in December, and he'd cleaned out his locker for the last time before returning home to California as was his custom. For purposes of determining how applicant became a member of the Washington team the WCJ considered that it was in March, 2014, months after he'd left Tampa Bay, when he communicated to Washington his acceptance of their previously discussed offer to join the team. His return to Tampa Bay was perfunctory as to getting his affairs settled there before flying from Tampa Bay to Virginia as he'd already known he was joining the Washington team.

This Workers' Compensation Judge determined that based on the foregoing, California has subject matter jurisdiction over applicant's claim.

IV. RECOMMENDATION

For the reasons stated herein the court recommends that the Petition be denied.

DATE: June 16, 2026

**Jennifer Kaloper-Bersin
WORKERS' COMPENSATION JUDGE**