

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

**ALBINO NAVA, *Applicant***

**vs.**

**WILLIAMS REVOCABLE FAMILY TRUST; MARY WILLIAMS LEON, AS TRUSTEE  
OF WILLIAMS REVOCABLE FAMILY TRUST; LORI LEON; RICHARD BEDELL;  
STEPHEN W. HANSINK, INDIVIDUALLY AND DBA HANSINK CONSTRUCTION;  
UNINSURED EMPLOYERS BENEFITS TRUST FUND,  
*Defendants***

**Adjudication Number: ADJ11502257  
San Diego District Office**

**OPINION AND DECISION AFTER RECONSIDERATION**

We previously granted reconsideration to allow us time to further study the factual and legal issues in this case. This is our Opinion and Decision After Reconsideration.

Defendant, the Uninsured Employer Benefits Trust Fund (UEBTF) seeks reconsideration of the Findings and Award (F&A) issued by a workers' compensation administrative law judge (WCJ) on March 9, 2023, which found in pertinent part that applicant was employed by defendant Steven W. Hansink, doing business as Hansink Construction, at the time of injury; that Hansink had a valid contractor's license at that time; that applicant sustained injury to his left elbow, left wrist, right knee and left lateral eyelid scar arising out of and in the course of employment (AOE/COE) on May 18, 2018; that applicant required further medical treatment; and that "insurance coverage is not an issue."

Defendant UEBTF contends that the WCJ failed to make a determination regarding liability for the three remaining defendants. It argues that defendants Williams Revocable Family Trust (Williams Trust), Lori Leon (Leon) and Richard Bedell (Bedell) should be deemed employers, because defendant Hansink was an unlicensed contractor at the time of applicant's injury. The UEBTF requests that the F&A be set aside.

We received a Report and Recommendation (Report) from the WCJ, wherein she recommends that the Petition for Reconsideration be denied. We did not receive an answer from any party.

We have considered the allegations of the Petition for Reconsideration (Petition) and the contents of the Report. Based on our review of the record and for the reasons discussed below, we will rescind the WCJ's F&A and return this matter to the trial level for further proceedings consistent with this decision. When the WCJ issues a new decision, any aggrieved person may timely seek reconsideration.

### **BACKGROUND**

On September 10, 2018, applicant filed an Application for Adjudication, claiming that he was injured on May 18, 2018, while working as a construction laborer, when he fell through a roof, and injured his head, face, left eye, left cheek bone, left elbow, left wrist and right knee. The Application identified Williams Trust as the employer.

Williams Trust, which owns the property where the injury took place, filed an answer, asserting that it is not applicant's employer.

Applicant petitioned to join UEBTF pursuant to WCAB Rule 10380 (Cal. Code Regs., tit. 8, § 10380), on the basis that Williams Trust was uninsured. On April 7, 2019, the WCJ granted this joinder request.

Applicant filed an amended Application, listing UEBTF as a defendant.

Williams Trust filed a second answer, asserting that Steven W. Hansink Construction "was and is the true employer." On February 19, 2020, Williams Trust filed a declaration of readiness to proceed (DOR), which was served on Hansink and the other defendants.

Applicant filed a second amended Application on May 28, 2020, adding additional defendants Hansink, Mary Williams Leon (trustee of Williams Trust), and tenants Lori Leon and Richard Bedell, and alleging that all defendants were uninsured.

On July 1, 2020, applicant's attorney served Special Notice of Lawsuit forms, pursuant to Labor Code section 3716 and Code of Civil Procedure sections 412.20 and 412.30, on defendants William Trust and Hansink.

On March 11, 2021, panel qualified medical evaluator (PQME) orthopedic surgeon Dr. Stuart Marshall examined applicant and issued a report. (Applicant's Exh. 10, QME Report of Stuart Marshall, M.D.) Dr. Marshall stated that applicant had a significant injury which included

a displaced fracture of the radial head and neck of his left elbow. Surgery on the elbow was recommended by the emergency room doctor, but did not occur because applicant's employer was uninsured. Dr. Marshall concluded that applicant's injuries are AOE/COE and that injuries to his left elbow are permanent. (*Id.* at pp.19-20.)

At the June 7, 2022 mandatory settlement conference, applicant, defendants Williams Trust, Leon and Bedell and defendant UEBTF appeared. Hansink failed to appear, although according to Communications in the Electronic Adjudication Management System (EAMS), Hansink was served with notice of the hearing. The matter was set for trial.

On June 8, 2022, according to Communications in EAMS, a notice of trial was served, and included Stephen W. Hansink.

On August 16, 2022, the matter proceeded to trial. Applicant, defendants Williams Trust, Leon, and Bedell, and defendant UEBTF appeared by way of counsel. Defendant Hansink did not appear. The issues for trial were: employment, including whether applicant's employer was Williams Trust, Leon, and Bedell or Hansink; insurance coverage; AOE/COE; applicant's need for further medical treatment; applicant's contention that Williams Trust is the employer, since Hansink Construction was uninsured; and whether Hansink had a valid contractor's license at the time of the claimed injury. (8/16/22 MOH, at pp. 2-3.) Applicant's trial exhibits included Hansink Construction's business card (Applicant's Exh. 11) and a property summary for the property where applicant was injured (Applicant's Exh. 12). Williams Trust's exhibits include a signed proposal between Hansink and property tenant Bedell (Defendant's Exh. A); check receipts from Hansink (Defendant's Exh. B); text messages between Hansink and Bedell (Defendant's Exh. C); a breach of contract letter from Bedell to Hansink (Defendant's Exh. D); Williams Trust's State Farm insurance policy (Defendant's Exh. E); State Farm claim denial letter (Defendant's Exh. F); State Farm rental insurance policy (Defendant's Exh. G); and a rental agreement for the property. (Defendant's Exh. H.) The trial was continued to October 18, 2022.

On September 26, 2022, according to Events in EAMS, an order was issued granting a continuance. According to Communications in EAMS, a notice of hearing reschedule was served on September 27, 2022, and included Stephen W. Hansink.

According to Hearing Case in EAMS, a trial set for October 18, 2022 was rescheduled. However, there is nothing in the record to indicate whether notice was provided for the January 3, 2023 trial.

On January 3, 2023, the parties returned to trial. Hansink did not appear. At the beginning of the Minutes of Hearing, the WCJ stated:

LET THE RECORD REFLECT THAT Mr. Hansink is not present at the proceeding. He was given notice of this proceeding; therefore the Court hereby gives Steven W. Hansink and Hansink Construction notice that if they do not object within 30 days from the date of this proceeding, that a decision will issue without their input. The matter will stand submitted as of February 2, 2023, at 5:30 p.m.

At the end of the Minutes of Hearing, the WCJ stated that:

LET THE RECORD REFLECT THAT Mr. Hansink is not present at the proceeding. He was given notice of this proceeding; therefore the Court hereby gives Steven W. Hansink and Hansink Construction notice that if they do not object within 30 days from the date of this proceeding, that a decision will issue without their input. The matter will stand submitted as of February 2, 2023, at 5:30 p.m.

The January 3, 2023 Minutes of Hearing, which include the notices quoted above, were served by the WCAB, *but the proof of service does not include Hansink or Hansink Construction.* (1/3/23 MOH, at p. 6.)

The WCJ issued the F&A on March 9, 2023, finding that: applicant was employed by Hansink at the time of injury; Hansink was licensed at that time; applicant sustained injury on May 18, 2018 and his injuries were AOE/COE; insurance Coverage is not an issue as the employer was Hansink; there is a need for further medical treatment; and all other issues are deferred. (3/9/23 F&A, at pp. 2-3.) In the Opinion on Decision, the WCJ explained that Hansink was the employer, that he had a valid contractor's license, according to Bedell's testimony, that the issue of insurance is moot, that further medical treatment was needed and that no attorneys' fees are awarded, because there is no fund against which they can be assessed. (3/9/23 Opinion, at pp. 4-5.) The F&A were served by the WCAB, but the proof of service does not list Hansink. (3/9/23 F&A, at p. 6.)

The UEBTF filed a Petition for Reconsideration, arguing that "The Findings & Award are an impermissible incomplete adjudication" because the WCJ made "a determination of liability as to one of four defendant employers, but failed to make a determination of liability as to the other three of four defendant employers." (4/3/23 Petition, at p. 3.) Relying on *Cedillo v. Workers' Comp. Appeals Bd.* (2023) 106 Cal.App.4th 227 [68 Cal.Comp.Cases 140], the UEBTF contended that the homeowners and Bedell should be deemed employers and should be liable, because the contractor was "unlicensed." (4/3/23 Petition, at pp. 6-8.) It requested that the F&A be set aside. Hansink and Hansink Construction were not served with the Petition for Reconsideration.

In the Report, the WCJ recommended that the Petition be denied. Regarding Hansink's license, the WCJ noted that Bedell testified that Hansink was licensed and that "there was not evidence that Hansink did not have a contractor's license at the time of injury." (4/27/23 Report, at p. 4.) Regarding insurance, Hansink told Bedell he had workers' compensation coverage, but this was untrue. (*Ibid.*) The WCJ noted that "there was no evidence as to when he was uninsured and the facts of the failure to be insured." (*Ibid.*) The WCJ found "Issues of insurance need to go to arbitration." (*Ibid.*) Notably, Hansink and Hansink Construction were not served with the Report.

## DISCUSSION

### I.

All parties to a workers' compensation proceeding retain the fundamental right to due process and a fair hearing under both the California and United States Constitutions. (*Rucker v. Workers' Comp. Appeals Bd. (Rucker)* (2000) 82 Cal.App.4th 151, 157-158 [65 Cal.Comp.Cases 805].) The "essence of due process is simply notice and the opportunity to be heard." (*San Bernardino Cmty. Hosp. v. Workers' Comp. Appeals Bd. (McKernan)* (1999) 74 Cal.App.4th 928, 936 [64 Cal.Comp.Cases 986].) A fair hearing includes but is not limited to the opportunity to call and cross-examine witnesses; introduce and inspect exhibits; and to offer evidence in rebuttal. (*Gangwish v. Workers' Comp. Appeals Bd. (Gangwish)* (2001) 89 Cal.App.4th 1284, 1295; *Rucker, supra*, 82 Cal.App.4th at pp. 157-158 citing *Kaiser Co. v. Industrial Acci. Com. (Baskin)* (1952) 109 Cal.App.2d 54, 58; *Katzin v. Workers' Comp. Appeals Bd. (Katzin)* (1992) 5 Cal.App.4th 703, 710 [57 Cal.Comp.Cases 230].) Determining an issue without giving the parties notice and an opportunity to be heard violates the parties' rights to due process. (*Gangwish, supra*, 89 Cal.App.4th at p. 1295, citing *Rucker, supra*, at pp. 157-158.)

Labor Code section 5504<sup>1</sup> requires that "a notice of the time and place of hearing shall be served upon the applicant and all adverse parties." (Lab. Code, § 5504; Cal. Code Regs., tit. 8, § 10750; *Katzin, supra*, 5 Cal.App.4th at p. 710.) Notice of hearing "shall be served on all parties and their attorneys...of the time and location...of each hearing scheduled, whether or not the hearing affects all parties, as provided in rule 10625." (Cal. Code Regs., tit. 8, § 10750.) An unrepresented party must be served directly, and a proof of service must be filed, which identifies the parties served and the document or documents they received. (Cal. Code Regs., tit. 8, §

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<sup>1</sup> All section references are to the Labor Code, unless otherwise indicated.

10625(a), (b) and (c).) The method of service of any notice, order or decision must comply with the requirements of section 5316. (Lab. Code, § 5316.) After a case is submitted, the WCJ must “make and file findings upon all facts involved in the controversy and an award, order, or decision stating the determination as to the rights of the parties. Together with the findings, decision, order or award there shall be served upon all the parties to the proceedings a summary of the evidence received and relied upon and the reasons or grounds upon which the determination was made.” (Lab. Code, § 5313.)

Here, defendant Hansink was not provided with adequate notice of trial or of subsequent orders. He was noticed for the October 18, 2022 trial date, but no trial took place on that date. Instead, on September 26, 2022, the trial date was reset. The record contains no proof of service demonstrating that Hansink was provided notice for the January 3, 2023 trial date, as required. In addition, the WCJ did not create a record demonstrating that Hansink was served with notice; she assumed it.

Further, Hansink’s name is not included on the proof of service for the January 3, 2023 orders, which included the order allowing him 30 days in which to object. Thus, there can be no doubt that he was not provided with notice of this order, and that he had no opportunity to object to anything that occurred at the January 3, 2023 trial. Moreover, the March 9, 2023, F&A was not served on Hansink. These notice failures violated both the statutory notice requirements and Hansink’s right to due process. (Lab. Code §§ 5504, 5313; Cal. Code Regs., tit. 8, §§ 10625, 10750; *McKernan, supra*, 74 Cal.App.4th at p. 936 [the “essence of due process is simply notice and the opportunity to be heard”]; *Gangwish, supra*, 89 Cal.App.4th at p. 1295.) Hansink is a defendant in this case, but he was provided with neither adequate notice nor the opportunity to be heard at trial. For this reason, as well as the additional reasons described below, we rescind the F&A, and return the matter to the WCJ for further proceedings consistent with this decision.

## II.

The WCJ’s decision must be “based on admitted evidence in the record.” (*Hamilton v. Lockheed Corporation (Hamilton)* (2001) 66 Cal.Comp.Cases 473, 476 (Appeals Bd. en banc); Lab. Code, § 5313.) “It is the responsibility of the parties and the WCJ to ensure that the record of the proceedings contains, at a minimum, the issues submitted for decision, the admissions and stipulations of the parties, and the admitted evidence.” (*Hamilton, supra*, at p. 475.) “The evidence submitted by the parties must be formally admitted and must be included in the record to enable

the parties to comprehend the basis for the decision.” (*Ibid.*) In addition, a determination must be made about each issue listed for trial. (Cal. Code Regs., tit. 8, §§ 10759(b), 10787(c).) The WCJ’s decision must “set[] forth clearly and concisely the reasons for the decision made on each issue, and the evidence relied on,” so that “the parties, and the Board if reconsideration is sought, [can] ascertain the basis for the decision[.]...For the opinion on decision to be meaningful, the WCJ must refer with specificity to an adequate and completely developed record.” (*Hamilton, supra*, 66 Cal.Comp.Cases at p. 476 (citation omitted).)

Here, there was no adequate evidence regarding whether defendant Hansink carried workers’ compensation insurance at the time of applicant’s injury. In the pretrial conference statement, applicant contends that Hansink was uninsured. (6/2/22 Pretrial Conference Statement, at p. 3.) Defendant Williams Trust similarly contends that Hansink was uninsured. (8/9/22 Trial Brief, at p. 2.) But there is no valid evidence in the record demonstrating Hansink’s uninsured status. In the text messages admitted as Defendant’s Exhibit C, Hansink claimed in May 2018 to have a \$1,000,000 liability insurance policy at the time of applicant’s injury. (Defendant’s Exh. C, at p. 19.) Defendant Bedell testified that he “became aware that that Hansink Construction did not have workers’ comp coverage in approximately July of 2018 when he was served papers suing him for a construction site injury. He contacted Mr. Hansink and got a text message. When he knew that Mr. Hansink was uninsured, he served written notice to stop work on 8-22-2018.” (1/3/23 MOH, at p. 4.) There is no information in the record about any July 2018 lawsuit against Bedell, nor was Bedell’s name listed on applicant’s initial application that was filed in September 2018. Thus, Bedell’s statement that Hansink was uninsured is too speculative to be relied upon. Defendant UEBTF was joined as a party defendant early in the case, because defendant Williams Trust carried no worker’s compensation insurance; UEBTF’s joinder was unrelated to Hansink’s insurance status. (3/4/19 Petition to Join Party Defendant, at p. 1.) Hansink himself did not appear or testify. In short, although all parties who appeared agreed that Hansink was uninsured, we find that there was no adequate evidence supporting this contention.

We find, too, that the F&A did not include an adequate finding regarding Hansink’s workers’ compensation insurance coverage. Worker’s compensation insurance coverage is a requirement for a valid contractor’s license, and “the failure of a licensee to obtain or maintain workers’ compensation insurance coverage, if required under this chapter, shall result in the automatic suspension of the license by operation of law...” (Bus. & Prof. Code, § 7125.2.) The

effective date of the license suspension under this section is the earlier of the date that coverage lapses, or that coverage was required to be obtained. (Bus. & Prof. Code, § 7125.2(a).) Here, “insurance coverage” and applicant’s contention that Hansink was uninsured are listed as issues for trial. (8/16/22 MOH, p. 2, items 2 and 5A.) The WCJ, however, made no finding about whether Hansink carried workers’ compensation insurance at the time of injury, finding instead, “Insurance coverage is not an issue” as the employer was Hansink. (3/9/23 F&A, at p. 3.) Adequate evidence of Hansink’s insurance status on the date of applicant’s injury, and a finding by the WCJ regarding that evidence, are required here because whether Hansink was insured affects the issues of whether Hansink had a valid contractor’s license and whether applicant was employed by the other defendants.

Regarding Hansink’s contractor’s license, we conclude that there was no adequate evidence regarding whether Hansink had a valid contractor’s license at the time of applicant’s injury. The WCJ found that Hansink was licensed at the time of injury. (3/9/23 F&A, at p. 2.) However, the only evidence as to his license status was Hansink’s business card, which contained a license number (Applicant’s Exh. 11), and Bedell’s testimony, in which he stated that he “investigated Hansink Construction. He looked him up on the State Contractor’s Licensing Board. It verified that Mr. Hansink had a valid contractor’s license...At the time Mr. Bedell signed the paperwork with Hansink Construction, he was aware that Hansink Construction had workers.” (1/3/23 MOH, at p. 4.) Neither the business card nor Bedell’s testimony addressed whether Hansink had a valid contractor’s license on the date of applicant’s injury, which was the issue to be decided at trial. Thus, the evidence does not support the WCJ’s finding regarding licensure. Defendant UEBTF asserts in its Petition that Hansink was unlicensed, and that liability for applicant’s injuries thus shifts to the homeowners and tenant. Upon return, an adequate evidentiary record regarding Hansink’s license status on the date of injury must be developed, to address UEBTF’s contention regarding liability.

Moreover, we are unable to take judicial notice of Hansink’s record on the State Contractor’s License Board website (“SCLB website”), since the information listed there raises additional evidentiary questions. The SCLB website indicates that Hansink was licensed on the date in question, but that he did not have worker’s compensation insurance because his insurance status was “exempt.” However, exempt status would only be permissible if Hansink had no employees. (Lab. Code, §§ 3700, 3300(c); See Lab. Code, § 3351.) Applicant testified that at the

time of his injury, he was Hansink's employee. (1/3/23 MOH, at pp. 2-3.) Hansink's listing as "exempt" thus calls into question both the validity of Hansink's license, and the truthfulness of defendant Bedell's testimony that he looked at the SCLB website prior to contracting with Hansink.

After making findings of fact regarding Hansink's insurance coverage and his licensing status, we suggest that the WCJ consider, again, whether Hansink was applicant's employer at the time of injury, and, if not, which, if any, of the defendants were applicant's employer at that time. We encourage the WCJ to make findings as to each defendant, including Hansink, Williams Trust, Mary Williams Leon as the trustee of Williams Trust, Lori Leon and Richard Bedell, indicating whether each defendant was applicant's employer at the time of injury. We also emphasize the importance of adequate service of all hearing notices, orders and other documents on all defendants, including Hansink, who is unrepresented.

Accordingly, we rescind the March 9, 2023, Findings and Award, and return the matter to the trial level for further proceedings consistent with this decision.

For the foregoing reasons,

**IT IS ORDERED**, as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the March 9, 2023, Findings and Award is **RESCINDED** and that the matter is **RETURNED** to the trial level for further proceedings consistent with this decision.

**WORKERS' COMPENSATION APPEALS BOARD**

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER

I CONCUR,

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

/s/ JOSEPH V. CAPURRO, COMMISSIONER



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

**January 22, 2026**

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

**ALBINO NAVA  
LAW OFFICES OF MANUEL J. RODRIGUEZ, JR.  
LAW OFFICE OF ERIC GRITZ  
WILLIAMS REVOCABLE FAMILY TRUST (MARY WILLIAMS AS TRUSTEE)  
LORI LEON  
RICHARD BEDELL  
STEPHEN W. HANSINK  
UNINSURED EMPLOYER BENEFITS TRUST FUND  
OFFICE OF DIRECTOR – LEGAL UNIT (LOS ANGELES)**

**MB/ara**

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