WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

BRUCE CAMPBELL, *Applicant*

vs.

OAKLAND RAIDERS; ACE AMERICAN c/o TRISTAR RISK MANAGEMENT; CAROLINA PANTHERS; GREAT DIVIDE INSURANCE COMPANY c/o BERKLEY ENTERTAINMENT, *Defendants*

Adjudication Number: ADJ13410423
Santa Ana District Office

ORDER ALLOWING FURTHER BRIEFING

We granted reconsideration[1] to further study the factual and legal issues in this case.

Defendant Carolina Panthers ("Panthers") sought reconsideration of the October 27, 2021 Findings of Fact, wherein the workers' compensation administrative law judge (WCJ) found that the Workers' Compensation Appeals Board ("WCAB") has jurisdiction over applicant's cumulative trauma injury claim because he was hired in California. The Panthers assert that the WCJ erred because applicant's second contract with the Oakland Raiders ("Raiders"), which the Panthers assumed when applicant was traded to them, was not entered into in the State of California. As such, the Panthers argue that there is no statutory subject matter jurisdiction over them, and that liability should "roll back" to the Raiders pursuant to Labor Code[2] section 5500.5.

We received Answers from both applicant and the Raiders. The WCJ prepared a Report and Recommendation on Petition for Reconsideration ("Report"), recommending that the Petition be denied.

Subsequent to the grant of reconsideration, the Court of Appeal issued *Atlanta Falcons v. Workers' Comp. Appeals Bd.* (*Gandy*) (2025) 114 Cal.App.5th 1268 [90 Cal.Comp.Cases 997] ("*Gandy*"), a decision interpreting section 3600.5, subdivisions (c) and (d), and in particular, what constitutes "hire" in California for purposes of California workers' compensation proceedings

[1] Commissioner Lowe, who was on the panel that granted reconsideration, no longer serves on the Appeals Board. Another panelist has been assigned in her place.

[2] Further references are to the Labor Code unless otherwise stated.

more generally. (See *id.* at p. 1280.) Of specific relevance to this case, *Gandy* provided the following reasoning for rejecting the Appeals Board's interpretation of those subdivisions:

> The WCAB contends its reading of the statute does not render section 3600.5(d) superfluous because it could still apply in a situation in which the employee is hired by a California-based team, but under a contract entered in another state, with the employee assigned to play for an out-of-state affiliate, such that he or she does not regularly work in California. This argument strains credulity.
>
> Significantly, in determining whether a particular contract is a California contract for hire, California courts ordinarily apply a liberal construction of both the law *and the facts* in favor of finding California jurisdiction. ([*Bowen v. Workers' Comp. Appeals Bd.* (1999) 73 Cal.App.4th 15, 25].) **The *Bowen* court explained through a series of examples that this rule allows even a relatively minimal connection between the contract and the State of California to be sufficient to construe the contract as a California contract for hire, even if the typical rules of contract interpretation would deem the contract to have been made somewhere else. (*Id.* at pp. 20–25.) Accordingly, it is unlikely a California-based team would *ever* be determined to have entered a non-California contract for hire, for the simple reason that the California-based team's location in California would supply the necessary connection to California to deem the contract a California contract.**

(*Gandy, supra,* 1144 Cal.App.5th at 1280 (bold added; italics original).)

Here, the Panthers contest whether applicant was hired in California by the Raiders, then a California-based team, on the contract that they assumed when he was traded to them. As such, the *Gandy* decision is directly relevant to this claim, and clearly requires consideration and discussion in our determination of the merits of the pending Petition for Reconsideration.

A grant of reconsideration has the effect of causing "the whole subject matter [to be] reopened for further consideration and determination" (*Great Western Power Co. v. Industrial Acc. Com*. (*Savercool*) (1923) 191 Cal. 724, 729 [10 I.A.C. 322]) and of "[throwing] the entire record open for review." (*State Comp. Ins. Fund v. Industrial Acc. Com*. (*George*) (1954) 125 Cal.App.2d 201, 203 [19 Cal.Comp.Cases 98].) Thus, once reconsideration has been granted, the Appeals Board has the full power to make new and different findings on issues presented for determination at the trial level, even with respect to issues not raised in the petition for reconsideration before it.

In light of the above, the interests of due process favor providing the parties with the opportunity to submit further briefing on what impact, if any, *Gandy* has on the issues raised in

the Petition for Reconsideration and in the instant case. (See generally *Gangwish v. Workers' Comp. Appeals Bd.* (2001) 89 Cal.App.4th 1284, 1295–1296.) If desired, the parties may also take the opportunity to address any other caselaw issued subsequent to our January 13, 2022 order granting reconsideration which they believe relevant.

WCAB Rule 10605 provides that when a document is served, the time to respond is extended by ten (10) days when it is served on a party outside of California. (Cal. Code Regs., tit. 8, § 10605(a)(2).) To be clear, and to allow all parties equal time to respond, we shall apply WCAB Rule 10605(a)(2) to all responding parties, whether outside of California or not. Briefing shall be filed in the Electronic Adjudication Management System (EAMS) within twenty (20) days of the date of service of this order plus an additional ten (10) days for mailing, so that all parties have thirty (30) days to respond. Untimely or misfiled responses may not be accepted or considered.

Once the period for submission of additional briefing elapses, we will consider any filings and render a final decision.

For the foregoing reasons,

NOTICE IS HEREBY GIVEN that the Appeals Board hereby provides the parties with the opportunity to submit further briefing on the issues raised in the Petition for Reconsideration and in this case in light of the decision in *Atlanta Falcons v. Workers' Comp. Appeals Bd.* (*Gandy*) (2025) 114 Cal.App.5th 1268 [90 Cal.Comp.Cases 997] and any other caselaw issued subsequent to the Opinion and Order Granting Reconsideration on January 13, 2022 which they believe relevant.

IT IS FURTHER ORDERED that any further briefing must be electronically filed in the Electronic Adjudication System (EAMS) within twenty (20) days of the date of service of this order plus ten (10) additional days for mailing for all parties. **All parties have a total of thirty (30) days to respond. Untimely or misfiled responses may not be accepted or considered.**

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSEPH V. CAPURRO, COMMISSIONER

I CONCUR,

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER

/s/ CRAIG L. SNELLINGS, COMMISSIONER

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

MAY 29, 2026

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

BRUCE CAMPBELL
PRO ATHLETE GROUP, P.C.
COLANTONI, COLLINS, MARREN, PHILLIPS & TULK, LLP
BOBER, PETERSON & KOBY, LLP

AW/kl

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