

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

FRANCISCO HERNANDEZ, *Applicant*

vs.

**RND CONTRACTORS INC.; OLD REPUBLIC GENERAL INSURANCE
CORPORATION, administered by GALLAGHER BASSETT, *Defendants***

**Adjudication Number: ADJ13071035
San Francisco District Office**

**OPINION AND ORDERS
GRANTING PETITION
FOR RECONSIDERATION
AND DECISION
AFTER RECONSIDERATION**

Both defendant and lien claimant seek reconsideration of the “Findings and Award” (F&A) issued on November 21, 2025, by the workers’ compensation administrative law judge (WCJ). The WCJ found, in pertinent part, that multiple utilization review (“UR”) determinations by defendant were not timely issued and that defendant was liable for treatment rendered at Casa Colina for multiple periods of time and awarded payment for such services pursuant to a PPO contract. The WCJ found that defendant issued some payments timely, but that others were untimely and awarded penalties and interest under Labor Code¹ section 4603.2 on those bills. The WCJ awarded penalties to applicant of \$10,000.00 per section 5814 and awarded attorney’s fees to both applicant’s attorney and to lien claimant.

Lien claimant contends that all of defendant’s payments were not timely and thus penalties and interest should have been awarded on all claims.

Defendant contends that it timely completed UR.

We have received an answer from lien claimant and applicant. The WCJ filed a Report and Recommendation on Petition for Reconsideration (Report) recommending that we grant reconsideration to correct for two admitted errors and amend the award to lien claimant to reflect

¹ All future references are to the Labor Code unless noted.

attorney's fees in the amount of \$10,800.00 and to amend Finding of Fact 14 to indicate that defendant did not timely pay a bill for services and to award a 15% penalty. Otherwise, the WCJ recommends that we deny reconsideration on the merits.

We have considered the allegations of the Petitions for Reconsideration, the Answers, and the contents of the WCJ's Report. Based on our review of the record and for the reasons stated in the WCJ's Report, which we adopt and incorporate, we will grant both Petitions for Reconsideration and as our Decision After Reconsideration, we will affirm the November 21, 2025 F&A, except that we will amend the F&A per the WCJ's Report.

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.

(§ 5909.)

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 February 23, 2026, and 60 days from the date of transmission is Friday, April 24, 2026. This decision is issued by or on April 24, 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.

According to the proof of service for the Report and Recommendation by the WCJ, the Report was served on December 23, 2025. However, the case was transmitted to the Appeals Board on February 23, 2026. Service of the Report and transmission of the case to the Appeals Board did not occur on the same day. Thus, by service of this decision, we are providing the parties with the notice of transmission required by section 5909(b)(1) as to the commencement of the 60-day period on February 23, 2026.

II.

Per the WCJ's Report:

On December 16, 2025, defendant filed a Petition for Reconsideration following the issuance of my November 21, 2025 Findings of Fact, Award and Opinion Decision in this matter served on all parties on November 24, 2025. Defendant asserts that the evidence does not justify the Findings of Fact; and that the Findings of Fact do not support the order, decision and award in this matter.

On December 18, 2025, lien claimant Casa Colina, through their attorney of record, also filed a Petition for Reconsideration of my November 21, 2025 Findings of Fact, Award and Opinion Decision. Lien claimant also asserts the evidence does not justify the Findings of Fact; and that the Findings of Fact do not support the order, decision and award in this matter.

Both petitions were timely filed and accompanied by the verifications required under Labor Code section 5902. Lien claimant has filed an answer to defendant's petition for reconsideration. To date, neither defendant nor applicant have filed an answer.

Facts

Francisco Hernandez sustained an injury on December 31, 2019 while working as an ironworker for RND Contractors when he fell 20 to 30 feet, landing on concrete. He was admitted to the hospital, placed in a medical coma for two weeks and underwent multiple surgeries including right elbow surgery, catheter placement, and thoracic spine surgery. On January 29, 2020 he was discharged from the hospital to Casa Colina for acute inpatient rehabilitation. He was then admitted to

lien claimant Casa Colina's transitional living center on April 24, 2020. He has remained an inpatient at the transitional living center since then.

The matter resolved with stipulations to 100% permanent total disability, with a need for further medical care, per the Award dated December 20, 2023. The parties stipulated that the applicant sustained injury to the thoracic spine, paraplegia, cervical spine, lumbar spine, right elbow, station/gait, bowel, sex dysfunction, respiratory, neuro-spasticity, sleep impairment, cognitive impairment, behavioral/emotional disorder, GERD, osteopenia, multiple rib fractures and paraplegia sequale including bilateral feet maintenance.

Applicant's counsel filed a declaration of readiness to proceed for expedited hearing on August 6, 2024, with the DOR alleging that defendants had not paid for the transitional living facility in spite of authorization of that treatment by UR. The parties requested that the matter go off calendar on August 29, 2024, with the letter from applicant's attorney stating that he had received confirmation that payments were being made to the transitional living facility, Casa Colina, and that authorization for continued stay through December 1, 2024 had been provided.

Casa Colina filed a lien in the amount of \$1,051,549.99 on January 20, 2025, and a petition to enforce the medical award, penalties, interest, cost and sanctions on February 7, 2025, as well as an amended petition on the same date. Applicant filed for an expedited hearing on the issue on February 11, 2025.

Due to the complexity of the issues, I converted the March 17, 2025 expedited hearing to a mandatory settlement conference. This matter then proceeded to trial over three days (June 2, 2025, July 28, 2025 and October 7, 2025) on the issues of enforcement of an award of further medical care, whether there was a timely utilization review of the January 1, 2025 request for authorization and the medical necessity of that requested treatment, whether the services of lien claimant were subject to the Official Medical Fee schedule, penalties, sanctions and attorneys' fees.

On November 21, 2025, after carefully considering the voluminous documentary evidence submitted by the parties, the testimony of the applicant/lien claimant's witnesses and the trial briefs submitted by applicant attorney and lien claimant, I found that the January 22, 2025 utilization review was untimely, that the requested treatment was medically necessary, lien claimant's services were not subject to OMFS, the services were provided under a PPO contract, that lien claimant was not timely paid for all but two invoices and was entitled to penalties and interest. In addition, I awarded a penalty to the applicant, attorney's fees to applicant's attorney and sanctions in the form of attorney's fees to lien claimant. It is from that Findings and Award that both defendant and lien claimant seek reconsideration.

Defendant's Contention

Defendant contends that I erred in finding the utilization review was untimely, and that even if it was untimely, it was not medically necessary. Defendant also contends that I erred in finding that lien claimant was entitled to additional payment, penalties or interest, in my award of a penalty and in my award of sanctions.

Lien Claimant's Contentions

Lien claimant contends that I erred in not finding that penalties and interest were due as payment was not made within 15 days after the receipt of each invoice (despite the fact that I did award penalties and interest), that it did meet its burden of proof that defendant did not timely pay one of the invoices in this matter, and in not awarding sanctions to the General Fund or additional attorneys' fees.

Discussion

1. Substantial evidence supports my finding that the utilization review was untimely, and the care was medically necessary.

The applicant was an inpatient of Casa Colina at the time of the January 15, 2025 request for authorization, so it is considered a concurrent review. (Reg 9792.6.1(c).) Therefore, the timeline for concurrent review is 72 hours. (Labor Code section 4610(i)(3); *Garcia v. Barrett Business Services Inc.*, (2018) 84 Cal. Comp. Cases 350.) As the request for authorization regarding continued stay at Casa Colina was faxed to defendant on January 15, 2025 and denied on January 22, 2025, it was untimely. (Exhibits 13, 26).

The requested continued stay at Casa Colina was consistent with the Medical Treatment Utilization Scheduled. The MTUS selectively recommends inpatient comprehensive interdisciplinary rehabilitation programs for acute severe traumatic brain (TBI) injuries. As the defendant authorized the inpatient program initially, they agreed the inpatient program was medically necessary. The Medical Treatment Utilization Schedule (MTUS) states that discontinuation is recommended when there is sufficient recovery that the patient can be discharged to an outpatient facility. (MTUS for Traumatic Brain Injury, page 210.) Based on the reporting of applicant's PTP, Dr. Huang, the applicant was not sufficiently recovered to be discharged to an outpatient facility, and therefore continued care in Casa Colina's TLC Interdisciplinary Residential program, 7 days a week for the period of January 28, 2025 through April 22, 2025, was medically necessary.

In his August 21, 2023 progress report, Dr. Huang stated that the applicant was "making progress with therapies and psychology, [but] there has been no change in regards to his SCI/TBI condition or circumstance sufficient to warrant discontinuation of residential treatment." (Exhibit E, page 3.) It was noted he was

a fall risk secondary to spasticity and HO (heterotopic ossification). In his July 24, 2025 report, Dr. Huang continued to opine that the applicant was still a fall risk and still not appropriate to discharge to a skilled nursing facility or assisted living facility. (Exhibit A, page 2.) The January 13, 2025 report of Dr. Huang reiterates that the applicant still has not made sufficient progress to discontinue the residential treatment, and the applicant is still not a candidate for either a skilled nursing facility or assisted living facility. (Exhibit B, pages 7 and 8.) No medical evidence has been submitted that the applicant is able to be discharged to an outpatient facility at the time of the January 15, 2025 RFA.

Defendant's reliance on *Illinois Midwest Insurance Agency, LLC v. Workers' Comp/ Appeals Bd. (Rodriguez)* is misplaced. (115 Cal. App. 5th 1168). I did not find that the continued inpatient treatment at Casa Colina was not subject to ongoing utilization review. Instead, I found that the continued inpatient treatment was consistent with the MTUS as the applicant's doctors had not found the applicant to be medically able to be discharged to another facility.

2. Lien claimant met its burden of proof that the services were subject to a PPO contract.

As a rehabilitation hospital, lien claimant was not subject to the Official Medical Fee Schedule (OMFS) pursuant to Title 8, Cal. Code of Regulation 9789.22(k). I further found that the services were subject to a PPO and was therefore obligated to pay for the services pursuant to that contract. This finding was based on the testimony of Jennyfer Podeska, who testified that the applicant was admitted under the Multiplan contract. (Summary of Evidence of June 2, 2025 trial, 26:8-12.) The testimony was bolstered by defendant's Explanation of Reviews ("EOR") that reduced payment to lien claimant based on a PPO contract, and referenced the "Multiplan" contract and pricing. (Exhibits 123-136 and 138-152.) Defendant states that this finding was not supported by the facts, with no further argument, so it is why defendant believes that the services were not subject to a PPO contract with lien claimant.

Because the parties have a contract that establishes the rates for repayment of services, the lien claimant did not need to prove the reasonableness of the charges. Instead, the PPO contract is an agreement between the parties on the rate of reimbursement. Just as OMFS establishes the reasonable value of services, the PPO contracted rate establishes the reasonable value of services based on the express agreement between the parties.

3. Substantial evidence supports my finding that there was no timely payment to lien claimant, and the invoices are subject to penalties and interest pursuant to Labor Code section 4603.2.

In my Findings and Award, I found that 26 of the invoices from Casa Colina were not timely paid and therefore were subject to a 15% penalty and interest pursuant

to Labor Code section 4603.2. Defendant's petition appears to appeal my findings on only five of those invoices. Defendant also contends that no "additional" payment is due, however, there is no substantial evidence that defendant has made any payment for the lien claimant's bills at issue for this trial. All of defendant's Explanation of Reviews (EORs) for the date of service at issue show zero payment. I found that the defendant did not timely pay the invoice for the period of services for the period of December 20, 2024 through January 2, 2025 (Finding of Fact No. 57.) Defendant's Explanation of Review denied the services because (1) the provider was not certified or eligible to be paid, (2) resolution manager denial (3) the referring/providing/rendering provider was not eligible to refer/prescribe or perform the billed service. (Exhibit 54.) Defendant had in fact authorized these services to this provider through UR so these were inaccurate objections. Defendant's argument that the services billed were not properly documented is immaterial. Although defendant elicited testimony on cross examination of lien claimant's bill review expert regarding inconsistencies in the documentation, the claim that the services were not properly documented was not an objection defendant listed on the EOR when they denied all payment.

I found that defendant did not timely pay the invoice for the period of April 1, 2024 through April 14, 2024 in Finding of Fact No. 19. Defendant argues that the bill was not accurate, which is why it was denied. Lien claimant's bill clearly states that they were billing for the period was really April 1 – 14, 2024. (Exhibit 172.) Defendant's EOR listed the date of service as April 1, 2004 through April 1, 2024. Defendant's error in listing the date of service on the EOR is not evidence that lien claimant's bill did not properly document the services. The lien claimant did provide documentation in its request for second bill review, and despite that documentation, defendant still denied all payment. (Exhibit 61.) Likewise, in my Finding of Fact No. 21, I found that defendant did not timely pay the bill for services for the period of April 15, 2024 through April 28, 2024. Lien claimant's bill listed that two-week period. (Exhibit 173.) It was once again defendant's EOR which erroneously listed the dates of services as April 15, 2024 through April 15, 2024. (Exhibit 34.) Again, the error on the dates of service was on a document generated by defendant, not lien claimant, so the argument that it was not accurately billed is specious.

Defendant also appears to be appealing Finding of Fact No 15, my finding that there was no timely payment for the invoice covering the period of February 19, 2024 through March 3, 2024 was received on March 11, 2024. (Exhibit 31.) There is a request for authorization for this period. (Exhibit 6.) There is utilization review authorization for the period through February 29, 2024. (Exhibit 16.) It was not clear if authorization was received for March 1-3, 2024. Even though there was no documentation submitted showing authorization for the entire period, defendants are still liable for the services that they did in fact authorize, which was at least February 19 through February 29, 2024.

Finally, defendant is challenging my Finding of Fact No. 25, that there was no timely payment for the services for the period of May 13 – May 26, 2024. Once again, lien claimant's was actually for the period of May 13-May 26, 2024. (Exhibit 175.) It was defendant's EOR that changed the period. (Exhibit 36.) Finally, the continued interdisciplinary residential rehabilitation program was authorized by UR, and directed to Dr. Allen Huang. (Exhibit 18.) Defendant provided no evidence that the facility or Dr. Huang were not within the MPN. Given that defendant paid for years of treatment at Casa Colina, continued to authorize the treatment at that facility, and directed the authorization of continuing care to Dr. Huang, the argument that they are not in the MPN after they authorized the services appears to be in bad faith.

4. The imposition of Labor Code section 5814 penalties, Labor Code section 5814.5 attorneys' fees and Labor Code section 5813 sanctions was appropriate.

Substantial evidence supports my finding of a delay in medical treatment that gave rise to my assessment of penalties under Labor Code section 5814, attorneys' fees under Labor Code section 5814.5 and sanctions in the form of lien claimant's attorneys' fees. Labor Code section 5814 provides for a penalty for the unreasonable delay of compensation. Medical treatment is considered compensation, and a delay in its provision can give rise to a penalty under Labor Code section 5814. (*See, Grubb & Ellis v. Workers' Comp. Appeals Bd.* (1997) 62 Cal. Comp. Cases 807; *Paula Ins. Co. v. Workers' Comp. Appeals Bd.* (1997) 62 Cal. Comp. Cases 820.)

Despite utilization review authorization of the treatment, and the authorization's specific statement on those utilization review determinations that the treatment would be paid for, defendant repeatedly denied payment for that authorized medical care. Explanations for review of the bills denied payment on various grounds including that the billing was duplicative (See, eg, Exhibits 36, 37 and 40), the provider was not authorized or not [in] network (See, eg, Exhibits 36, 37 and 38), did not have prior authorization (See, eg, Exhibit 39 and 40) or resolution manager denial. (See. Exhibit 37, 38, 39 and 40.) Second bill review continued to deny any payment for the treatment. It appears that through bill review, defendant was tacitly rescinding authorization in violation of Labor Code section 4610.3. Once an employer authorizes "medical treatment [they] shall not rescind or modify that authorization after the medical treatment has been provided based on that authorization for any reason." (Labor Code section 4610.3(a).) The numerous bill review EORs that specifically deny payment based on the fact that authorization was rescinded is a clear violation of Labor Code section 4610.3. Defendant's failure to pay for the medical care that their own utilization review felt was reasonable and necessary was a denial of medical care and violation of the award of medical care in this case. As the treatment was reasonable and necessary (as evidenced by the UR authorization), and provided, defendant is obligated to pay for that treatment. Defendant's failure to pay is a delay in compensation under Labor Code section 5814.

I did consider factors such as the amount delayed, the length of the delay, and whether the delay was inadvertent and corrected when I assessed a penalty in this matter. (*Ramirez v. Drive Financial Services (2008) 73 Cal. Comp. Cases 1324, 1329-1330 (Appeals Bd En Banc.)*) Defendant's behavior in this case was, quite frankly, egregious. "The broad purpose of workmen's compensation is to secure an injured worker *seasonable cure or relief* from industrially caused injuries in order to return him to the work force at the earliest possible time." (*Davison v. Industrial Acc. Com. (1966) 241 Cal.App.2d 15, 18 (emphasis added.)*) By unconscionably refusing to pay for authorized in patient care, defendant failed to provide seasonable cure or relief of benefits. The unpaid invoices of lien claimant span close to a year of the applicant's hospitalization and lien claimant's facility. Lien claimant credibly testified that the nonpayment of this authorized care subjected the applicant to discharge from Casa Colina. (Summary of Evidence of June 2, 2025 trial, Testimony of Jennyfer Podeska, 30:9-15.) Applicant filed for an expedited hearing on the nonpayment issue in August 6, 2024, only to request that the matter go off calendar on August 29, 2024, after applicant's attorney received confirmation that payments were being made to the transitional living facility, Casa Colina. Despite this assurance, payments were not made and the parties litigated payment over the course of three days of trial. Defendant's argument that there was no delay in treatment because it was authorized and provided (but not paid for) and that applicant was not in fact discharged from Casa Colina for this nonpayment so there was no harm to the applicant strains credulity.

Defendant did correctly point out that in Finding of Fact No. 67, I awarded lien claimant's attorneys' fees of \$10,800.00, but my Award to Casa Colina awarded \$11,000.00. This is a typographical error, and I do recommend granting reconsideration for the purpose of amending the Award to lien claimant of attorney's fees in the amount of \$10,800.00, consistent with Finding of Fact No. 67.

5. Lien claimant was awarded penalties and interest pursuant to Labor Code section 4603.2

I did find that lien claimant was entitled to a 15% penalties and interest pursuant to Labor Code section 4603.2 from the date of receipt of the bill to the date of payment as they were not timely paid. Lien claimant takes issue with the fact that I did not find the bills were untimely because they were not paid within 15 days of receipt. The bills were silent as to whether or not they were served to defendant electronically. Although applicant/lien claimant's witness testified that "bills are sent electronically" there was not specific testimony that the bills at issue for this trial were sent electronically. (Summary of Evidence of June 2, 2025 trial, 26:43:44.)

However, this appears to be a distinction without a difference, as I found that the bills were not paid timely, and defendant would still be liable for penalties and interest from the date of receipt to the date of payment.

6. Lien claimant did, in fact, meet its burden of proof that defendant did not timely pay the bill for the services of February 5 – 18, 2024.

Lien claimant contests my findings that they failed to meet their burden of proof that payment for the date of service of February 5, 2024 through February 18, 2024 was untimely Defendant's EOR for this period requested additional documentation on March 15, 2024 including a discharge summary, history/physical and OP reports. (Exhibit 30.) I did overlook Exhibit 58 in which lien claimant requested a second bill review, and provided additional documentation including the utilization review authorization and progress reports and therapy notes. Despite the additional documentation, defendant continued to deny payment on the grounds that payment or denial was already recommended and it was a duplicate bill. I do recommend that reconsideration be granted and that Finding of Fact No. 14 be changed to find that defendant did not timely pay lien claimant's bill for the services of February 5, 2024 through February 18, 2024, and make a finding that lien claimant is entitled to a 15% penalties for these services and interest from the date of receipt through the date of payment.

7. The imposition of additional sanctions are not warranted.

Sanctions under our Labor Code section 5813 are "designed to protect against litigation abuses, not to remedy or penalize delayed payments of awards." (*Duncan v. Workers' Comp. Appl. Bd.*, (2008) 73 Cal. Comp. Cases 1197, 1202.) Bad faith actions or tactics "include actions or tactics that result from a willful failure to comply with a statutory or regulatory obligation," disrupt or delay proceedings, or that "are done for an improper motive or are indisputably without merit." (Title 8, Cal. Code Reg. section 10421(b).) The imposition of sanctions is discretionary.

As I found that defendant engaged in egregious conduct using bill review to deny payment for treatment that UR authorized billed biweekly over a period of more than 10 months. Even after receiving petitions for penalties and the lien, defendant did not place the bills through bill review again this time noting the treatment was in fact authorized. Instead, the parties went to an expedited hearing and then three days of trial on the issue. As I was doubtful that an award of monetary sanctions to the General Fund would curb this abuse, I instead awarded sanctions in the form of attorneys' fees to lien claimant's attorney.

The issue of lien claimant's attorney's fees and costs was one of the issues framed for trial. Despite raising it as an issue, there was no invoice, bill of particulars or itemization for the time spent by the attorneys in this matter. I therefore exercised my discretion in awarding valuing the award of attorney's fees. As lien claimant did not provide the documentation for the relief that it requested the record should not be further developed to allow lien claimant to now file an itemization and cost bill.

Recommendation

For the foregoing reasons, I recommend that reconsideration be granted for the sole purpose of (1) amended Award to lien claimant, Casa Colina, of attorneys' fees in the amount of \$10,800.00 pursuant to Finding of Fact No. 67 and (2) amended Finding of Fact No. 14 to find that defendant did not timely pay lien claimant's bill for the services of February 5, 2024 through February 18, 2024, and make an additional finding that lien claimant is entitled to a 15% penalties for these services and interest from the date of receipt through the date of payment. . This matter is being transmitted to the Appeals Board on the service date indicated below my signature.

Accordingly, and per the WCJ's Report, we grant both Petitions for Reconsideration and as our Decision After Reconsideration, we will affirm the November 21, 2025 F&A, except that we will amend the F&A per the WCJ's Report.

For the foregoing reasons,

IT IS ORDERED that both lien claimant and defendant's Petitions for Reconsideration of the Findings and Award issued on November 21, 2025, by the WCJ is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Findings and Award issued on November 21, 2025, by the WCJ is **AFFIRMED**, except that the Finding of Fact number 14 and Award (c) to Casa Colina are **AMENDED** as follows:

FINDINGS OF FACT

14. Defendant did not timely pay lien claimant's bill for the services of February 5, 2024 through February 18, 2024, and thus lien claimant is entitled to 15% penalties for these services and interest from the date of receipt of the bill through the date of payment.

AWARD

AWARD IS MADE in favor of lien claimant CASA COLINA against OLD REPUBLIC INSURANCE COMPANY of:

- c. Attorney's fees in the amount of \$10,800.00 payable to TAPPIN ASSOCIATES pursuant to Finding of Fact No. 67.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSÉ H. RAZO, COMMISSIONER

I CONCUR,

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

/s/ KATHERINE A. ZALEWSKI, CHAIR



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

April 24, 2026

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

**FRANCISCO HERNANDEZ
JONES CLIFFORD
TAPPIN & ASSOCIATES
DONNEL, MELGOZA & SCATES
KARLIN, HIURA & LASOTA**

EDL/mt

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