

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

HECTOR GARCIA, *Applicant*

vs.

**FRANCISCO M. LUA dba FRANCISCO M. LUA TRUCKING; UNINSURED
EMPLOYERS BENEFITS TRUST FUND; ROADRUNNER TRUCKING, LLC
and SECURITY NATIONAL INSURANCE; LADELL, INC.
dba JOHNSON AIR, *Defendants***

**Adjudication Number: ADJ10659667
Fresno District Office**

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

Defendant seeks reconsideration of the Amended Findings and Order (F&O) issued on February 24, 2026, wherein the workers' compensation judge (WCJ) found in relevant part that applicant was employed by Francisco M. Lua dba Francisco M. Lua Trucking (Lua).

Defendant Lua contends that defendants Roadrunner Trucking Company, LLC, Mark Zimmerman, and Maria Zimmerman (Roadrunner) were properly joined as defendants and were the actual and/or special employers of applicant.

The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report), recommending that the Petition be denied.

We did not receive an answer from any other party.

We have considered the allegations in the Petition for Reconsideration and the contents of the Report, and we have reviewed the record in this matter. For the reasons discussed below, we will grant defendant Lua's Petition for Reconsideration and affirm the F&O with respect to the finding that defendant Lua was applicant's employer, and amend the F&O to find that the date of injury is August 6, 2016, and to defer the issue of whether Roadrunner was also applicant's employer at the time of the injury, and we will return this matter to the WCJ for further proceedings consistent with this decision.

I.

Former Labor Code section 5909¹ 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 March 19, 2026, and 60 days from the date of transmission is May 18, 2026. This decision is issued by or on May 18, 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 March 19, 2026, and the case was transmitted to the Appeals Board on March 19, 2026. Service of the Report and transmission

¹ Unless otherwise stated, all further statutory references are to the Labor Code.

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 March 19, 2026.

II.

As set forth in the WCJ's Amended Opinion on Decision:

Hector Garcia, while allegedly employed on August 6, 2016, as a truck driver, occupational Group number 350, at city of industry, California, by Francisco M. Lua, dba, Francisco, M. Lua Trucking, claims to have sustained injury arising out of and in the course of employment to head, bilateral hips, bilateral shoulders, bilateral knees, jaw, face, left, arm, back, and right ear.

At the time of injury, the alleged employer, Francisco, Lua, dba, Francisco M. trucking was uninsured. RoadrunnerTrucking was insured by Security National Insurance.

This matter proceeded to trial on March 16, 2019, July 29, 2025, and October 28, 2025. The first day of trial took place on March 26, 2019, and that trial was continued to May 14, 2019. At the time of the May 14, 2019 trial, the matter went off calendar for further discovery. Roadrunner Tracking [Sic] LLC and Security National Insurance were not present on the first day of trial as they were not joined until April 28, 2023.

Initially, one of the issues for trial was whether the Applicant was injured arising out of and in the course and scope of his employment (AOE/COE). However, at the trial that took place on July 29, 2025, the issue of AOE/COE was removed. The only issue for trial was whether the applicant was employed by Roadrunner Trucking, LLC or Francisco M. Lua, dba, Francisco M. Lua Trucking.

...

The evidence submitted for review consisted of the California Highway Patrol Traffic Collision Report dated August 6, 2016 (Applicant's Exhibit 1), Letter of employment from Francisco M. Lu dated September 7, 2026 (Applicant's Exhibit 2), Photographs dated November 29, 2017 (Defense Exhibit A), 2016 Form 1099 (Defense Exhibit B), ID Card dated July 25, 2017 (Joint Exhibit 1), check stubs (Joint Exhibits AA through II), 2014 1099 Form (Joint Exhibit JJ), 2015 1099 Form (Joint Exhibit KK) and 2016 1099 Form (Joint Exhibit LL). All evidentiary evidence was reviewed in detail by the undersigned.

The testimonial evidence consisted of sworn statements by the Applicant and Francisco Lua. The Applicant's testimony was both credible, straightforward, and without embellishment. Although the Applicant did present with some memory

issues there was no indication that the Applicant would purposefully mislead the Court.

On August 6, 2016, the applicant was involved in a motor vehicle accident while parking the truck in the yard (MOH/SOE, March 26, 2019, page 4, line 2). According to the California Highway Patrol traffic collision report dated August 6, 2016 (Applicant Exhibit 1), Party Number One was traveling eastbound on Salt Lake Ave. at an unsafe speed. Party 1 failed to stop at the stop sign and collided into the gate of private property and into Party 2 (the Applicant).

The Applicant sustained abrasions to his face and head as well as a fractured right foot and left shoulder dislocation per the traffic collision report. Further, the report indicated that the Applicant was unconscious and was rushed to the hospital by paramedics. It was a hit and run accident and Party Number 1 was never found.

As far as his employment with Mr. Francisco Lua, the Applicant could not remember when he started working for Mr. Lua. He believed it was a few weeks prior to the August 6, 2016, incident (MOH/SOE, March 26, 2019, page 4, lines 6 – 7). The signed and notarized letter from Mr. Francisco Lua dated September 7, 2016, (Applicant's Exhibit 1) reads as follows:

“To Whom It May Concern: I, Francisco M. Lua, owner of Francisco M. Lua Trucking is the employer of Hector Garcia Lopez. That I, Francisco M. Lua, Owner of Francisco M. Lua Trucking, paid wages of \$672 for the month of August 2016, to Hector Garcia Lopez. Any further questions regarding the above statement I can be reached at the mobile number listed below.”

This letter was signed by Mr. Lua and was also notarized by a Notary Public.

The first time that the Applicant met in person with Mr. Lua, the Applicant was asked if he knew about departments and where to pick up loads. The Applicant knew where to pick up loads because he worked many years in the post office in Santa Ana doing the same job. While working for Mr. Lua, the Applicant would take boxes from the post office and would deliver them depending on where dispatch told him to take the packages. The Applicant carried boxes into trucks and did everything that had to do with the mail (MOH/SOE, March 26, 2019, page 4, lines 10 – 14). He was told by Mr. Lua that he would be paid per trip about \$22 (MOH/SOE, March 26, 2019, page 4, line 15)

When the Applicant first met with Mr. Lua, he was explained the work that he had to do, what places he had to go to, and how many days a week he had to work. The Applicant was told by Mr. Lua, that he had to work five or six days a week. The Applicant worked for over a month with Mr. Lua before the accident. The Applicant did not work anywhere else in August of 2016, other than for Mr. Lua (MOH/SOE, March 26, 2019, page 5, lines 21 through 24).

The facts show that Mr. Lua directed the Applicant with regard to his job duties. For example, the Applicant discussed with Mr. Lua where to pick up and drop off loads. He was told the hour he went to pick up the loads. They were different schedules, such as in the mornings and in the afternoons. He was given a schedule by Mr. Lua that was written on paper on a weekly basis. He worked 5 to 6 days per week with Mr. Lua. The Applicant drove a truck but could not remember the make of the truck. The truck he drove was an 18-wheeller truck. The truck belonged to Mr. Lua. The Applicant was given this truck by Mr. Lua, and, in addition was given a credit card to purchase gasoline for the truck. The Applicant did not pay for the insurance of the truck nor for the maintenance (MOH/SOE, March 26, 2019, page 4, lines 18 through 25).

Mr. Lua paid for the parking of the truck. Mr. Lua had another truck in the yard that was parked on the other side of the parking lot. Mr. Lua drove this truck. The Applicant was paid by check but could not remember how much he was paid a week (MOH/SOE, March 26, 2019, page 5, lines 2 through 5).

Mr. Lua directed the Applicant to go to locations and to get boxes. The Applicant contacted Mr. Lua whenever he needed him. The Applicant would check with Mr. Lua to see if loads were okay to pick up. Mr. Lua set the times and locations of when to pick up and drop off loads (MOH/SOE, March 26, 2019, page 5, lines 6 through 8).

The Applicant did not punch a time clock. However, his start time did not vary in his schedule. He would mark the times that he started. Mr. Lua gave him a schedule and told the Applicant which trailer he was assigned to haul packages. (MOH/SOE, March 26, 2019, page 8, lines 14 through 17).

The Applicant never spoke to anyone else regarding his pay, he only spoke with Mr. Lua (MOH/SOE, March 26, 2019, page 9, line 22). At the end of the month, the Applicant would give a list of the trips to Mr. Lua. Applicant kept track of his own trips. He thinks that everything was computerized. Nevertheless, he kept his own personal list. There was an agreement between Applicant and Mr. Lua, that the Applicant would make the trips and he would get paid for each load (MOH/SOE, March 26, 2019, page 10, line 3 through 4).

Mr. Francisco Lua credibly testified during the Trial. His business is a tractor loading company. It is not a registered business. The name on his truck says, "Francisco M. Lua Trucking." He started this business 10 years ago, with one truck. Then he bought the second truck four years prior to the trial. In 2015. He bought the third truck. He presently owns three trucks. Mr. Lua works for the post office. He moves what the post office moves. However, he does not have a contract with the post office. It was through a friend that Mr. Lua found this job transporting letters and packages for the post office. He originally started out as a driver there (MOH/SOE, March 26, 2019, page 10, lines 16 through 24).

Mr. Lua works for the Contractor, Mr. Mark Zimmerman of Roadrunner Trucking. Mr. Zimmerman instructs Mr. Lua what to pick up. There is no written contract between Mr. Zimmerman and Mr. Lua, only a verbal contract. Mr. Zimmerman would ask Mr. Lua if he could do more trips, and Mr. Lua would do so. He has worked with Mr. Zimmerman for 8 to 9 years. He is paid by Mr. Zimmerman via check. He is paid per trip, but depending on the mileage, the trips are paid at a different rate. Only two of Mr. Lua's trucks are used for work with Mr. Zimmerman. His third truck is used for work with Mr. Jim Dunlap (MOH/SOE, March 26, 2019, page 11, lines 1- through 11).

Mr. Lua testified that he gave the Applicant a gas card to pay for gasoline. Mr. Lua has an account with SC field who sells diesel fuel. Mr. Lua purchased the insurance for the truck which included the Applicant as an additional driver (MOH/SOE, March 26, 2019, page 11, lines, 22 through 24).

The Applicant never met Mark or Maria Zimmerman, the owners of Roadrunner Trucking (MOH/SOE July 29, 2025, page 5, line 11).

Mr. Lua was the only one that ever gave the Applicant instructions for work such as traveling to which ever place, he was directed to go and pick up items at the post office. Mr. Lua paid the Applicant. He never received any checks from Roadrunner Trucking or from Mr. Zimmerman (MOH/SOE July 29, 2025, page 5, lines 12- through 15).

The Applicant never met Maria Zimmerman and never submitted an application to Roadrunner Trucking (MOH/SOE July 29, 2025, page 6, lines, 13 through 14).

Roadrunner Trucking contracted with Francisco Lua's company to deliver packages to the post office. He was contracted by Roadrunner Trucking to pick up and deliver packages to the US post offices (MOH/SOE October 28, 2025, page 4, lines 23 through 24).

Although Mr. Lua testified that the Applicant completed an application which was then provided to Ms. Zimmerman of Roadrunner Trucking, Mr. Lua did not know what happened to this employment application (MOH/SOE October 28, 2025, page 5, lines 10 through 13). It is noted that the purported application allegedly completed by the Applicant was not submitted into evidence.

Mr. Lua was paid by Miss Zimmerman of Roadrunner Trucking. Mr. Lua would then pay the Applicant (MOH/SOE October 28, 2025, Page 5, lines 20 to 21).

Mr. Lua verified, under Oath, that it was in fact, his signature on Exhibit 2, the Employment Letter (MOH/SOE October 28, 2025, page 7, line 23).

Mr. Lua testified that on August 6, 2016, he asked the Applicant to drive his truck that day. This was the day that Mr. Elder told him that the Applicant had been run over by a car (MOH/SOE October 28, 2025, page 9, lines 8 through nine).

Based on the evidence, the facts demonstrate that Mr. Lua owns his own company, Francisco Lua Trucking Company. Mr. Lua performed delivery services for various other companies, namely Roadrunner Trucking and Mr. Jim Dunlap. According to the Applicant's testimony and the Employment letter, that Mr. Lua confirmed included his own signature, the Applicant was an employee of Mr. Lua. Mr. Lua instructed the Applicant regarding his schedule, paid him directly, provided him with a truck that Mr. Lua maintained, instructed him on the deliveries to make, and had the Applicant as an additional driver on his insurance policy. The Applicant never met Mr. or Ms. Zimmerman, owners of Roadrunner Trucking. Despite the claim that the Applicant completed an application for Ms. Zimmerman, this document was not submitted into evidence. The fact that Mr. Lua does work for Roadrunner Trucking simply means that Mr. Lua had a contract with (allegedly an oral one) Roadrunner Trucking that was separate and distinct from his employment relationship with the Applicant. The Applicant never met the Zimmermans, was not paid by the Zimmermans and the Zimmermans did not direct the Applicant's work.

(Opinion on Decision, pp. 4; 6-13.)

III.

California has a no-fault workers' compensation system. With few exceptions, all California employers are liable for the compensation provided by the system to employees injured or disabled in the course of and arising out of their employment, "irrespective of the fault of either party." (Cal. Const., art. XIV, § 4.) The protective goal of California's no-fault workers' compensation legislation is manifested "by defining 'employment' broadly in terms of 'service to an employer' and by including a general presumption that any person 'in service to another' is a covered 'employee.'" (Lab. Code, §§ 3351, 5705(a)1; *S. G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d 341, 354 [54 Cal.Comp.Cases 80].)

An "employee" is defined as "every person in the service of an employer under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed." (Lab. Code, § 3351.) Further, any person rendering service for another, other than as an independent contractor or other excluded classification, is presumed to be an employee. (Lab. Code, § 3357.) Once the person rendering service establishes a prima facie case of "employee" status, the burden shifts to the hirer to affirmatively prove that the worker is an independent contractor. (*Cristler v. Express Messenger Sys., Inc.* (2009) 171 Cal.App.4th 72,

84 [74 Cal.Comp.Cases 167]; *Narayan v. EGL, Inc.* (2010) 616 F.3d 895, 900 [75 Cal.Comp.Cases 724].) Consequently, unless the hirer can demonstrate that the worker meets specific criteria to be considered an independent contractor, all workers are presumed to be employees.

In this matter, there appears to be no dispute that applicant is the employee of Lua. Lua controlled applicant's schedule, and applicant used the truck provided by Lua. Applicant was clearly in the service of Lua.

IV.

The courts have consistently held that an owner or general contractor is not liable under workers' compensation for injury to the employee of an independent contractor hired by the general contractor. (*State Comp. Ins. Fund v. I.A.C.* (1941) 46 Cal.App.2d 526, 528-530 [116 Cal.Rptr. 173] (*Grashel*); *Western Ind. Co. v. I.A.C.* (1916) 172 Cal. 766 [158 P. 1033] (*Turner*); *Sturdivant v. Pillsbury*, 172 Cal. 581 [158 P. 222] (*Silva*); *Carstens v. Pillsbury*, 172 Cal. 572 [158 P. 218]; *S. A. Gerrard Co. v. I.A.C.* (1941) 17 Cal. 2d 411 [110 P.2d 377] (*Valdez*).) Likewise, it has been held that where a person hired by a primary employer is an employee rather than an independent contractor, the primary employer may be liable for workers' compensation injuries to person hired by the employee on the theory that they are also the primary employer's employees. (*Blew v. Horner* (1986) 187 Cal.App.3d 1380 [51 Cal.Comp.Cases 615]; *Valdez, supra*, 17 Cal. 2d 411; *Brietigam v. I.A.C.* (1951) 37 Cal. 2d 849.) Thus, the relevant inquiry here is as to the employment relationship between Lua and Roadrunner.

As noted above, once the employment relationship is established, the burden shifts to the hiring entity to prove that the employee is an independent contractor. Here, Lua was rendering a service to Roadrunner, and the burden shifts to Roadrunner to show that Lua is an independent contractor.²

The right to control has been demonstrated by evidence that the worker must obey instructions and is subject to consequences, including discipline or termination, for failure to do so. (*Toyota Motor Sales v. Superior Court* (1990) 220 Cal.App.3d 864, p. 875; *G. Borello & Sons, Inc. v. Dept. of Ind. Relations* (1989) 48 Cal.3d 341, 350 [54 Cal.Comp.Cases 80].) Moreover, "the unlimited right to discharge at will and without cause has been stressed by a number of cases as a strong factor

² For this date of injury, under section 3351(i), section 2775 does not control the analysis for determining whether an employee is an independent contractor. (*Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903 [83 Cal. Comp. Cases 817] [the court provided the ABC test, which was then codified in section 2775].) That is, subdivision (i) applies to dates of injury beginning on July 1, 2020.

demonstrating employment.” (*Toyota, supra*, at p. 875.) So long as the employer has the authority to exercise complete control “whether or not that right is exercised with respect to all details, an employer-employee relationship exists.” (*Id.* at p. 874.) Hence, when considering the right to control, the focus is on the necessary control, and an employment relationship for purposes of workers’ compensation may be found even when the company “is more concerned with the results of the work rather than the means of its accomplishment.” (*JKH Enterprises v. Dept. of Ind. Relat.* (2006) 142 Cal.App.4th 1046, 1064-1065 [71 Cal.Comp.Cases 1257]; see also *Borello, supra*, at pp. 355-360; *Air Couriers, Intl. v. Emp. Dev. Dept.* (2007) 150 Cal.App.4th 923, 937.)

In its Petition, defendant alleges that:

Zimmerman supplied the Application of Employment and made the hiring decision. Lua’s testimony was undisputed.

Applicant’s own deposition testimony read into the record confirmed he completed an employment application.

...

After reviewing the Application, Zimmerman contacted Lua and informed him that the Applicant was hired.

Mark Zimmerman then approved the Applicant with the US Postal Service and executed the USPS badge.

Zimmerman retained exclusive authority to terminate the Applicant. Lua did not.

Dispatch, Zimmerman’s operation, directed Applicant to specific post offices packages for delivery.

Zimmerman directed Applicant’s route through Lua.

Lua did not supervise Applicant according to Applicant.

Zimmerman tracked Applicant’s trips and determined payment amount.

Zimmerman would tell Lua how much to pay Applicant.

(Petition for Reconsideration, pp. 5-6, evidentiary citations omitted.)

In the WCJ’s Report, she responds that:

Petitioner alleges that Zimmerman held the contract with the U.S. Postal Service. No contract was submitted into evidence. Petitioner indicates that Zimmerman supplied the Application of Employment to Lua for the Applicant to complete. The Application was also not submitted into evidence. Further, petitioner alleges that Zimmerman

supervised and controlled the Applicant's route and dispatch. The facts, testimonial and evidentiary, do not support these allegations.

The Applicant never met Mark or Maria Zimmerman, the owners of Roadrunner Trucking (MOH/SOE July 29, 2025, page 5, line 11.) It is not possible for Zimmerman to be the general employer when the Applicant never even met the Zimmermans.

Mr. Lua was the only one that ever gave the Applicant instructions for work such as traveling to which ever place, he was directed to go and pick up items at the post office. Mr. Lua paid the Applicant. He never received any checks from Roadrunner Trucking or from Mr. Zimmerman (MOH/SOE July 29, 2025, page 5, lines 12- through 15). Again, the Applicant never met Zimmermans, and thus it is not possible that the Zimmermans gave the Applicant directions, supervised or controlled the Applicant's route.

The Applicant never met Maria Zimmerman and never submitted an application to Roadrunner Trucking (MOH/SOE July 29, 2025, page 6, lines, 13 through 14).

Roadrunner Trucking (owned by the Zimmermans) contracted with Francisco Lua's company to deliver packages to the post office. Mr. Lua was contracted by Roadrunner Trucking to pick up and deliver packages to the US post offices (MOH/SOE October 28, 2025, page 4, lines 23, through 24). Although it is noted that the contract was not submitted into evidence.

Although Mr. Lua testified that the Applicant completed an application which was then provided to Ms. Zimmerman of Roadrunner Trucking, Mr. Lua did not know what happened to this employment application (MOH/SOE October 28, 2025, page 5, lines 10 through 13). As stated, the purported application allegedly completed by the Applicant was not submitted into evidence.

Mr. Lua was paid by Ms. Zimmerman of Roadrunner Trucking. Mr. Lua would then pay the Applicant (MOH/SOE October 28, 2025, Page 5, lines 20 to 21). Mr. Lua verified, under Oath, that it was in fact, his signature on Exhibit 2, the Employment Letter (MOH/SOE October 28, 2025, page 7, line 23). This letter that was notarized indicates that Mr. Lua is the Applicant's employer.

Petitioner mistakenly argues that because Zimmerman did not produce any evidence that the Applicant independently established trade or business and because there was no evidence of this, the Applicant is an employee of Zimmerman. It is unclear how petitioner reaches this conclusion. The evidence showed that the Applicant did not have his own business but rather, he was hired, supervised, and paid by Francisco M. Lua Trucking and therefore, was an employee of Francisco M. Lua Trucking.

(Report, pp. 3-5.)

However, the issue is not whether Lua *or* Roadrunner is applicant's employer. Instead, upon return, the issue that the WCJ must consider is whether Roadrunner is an additional employer of applicant. We agree with the WCJ that Lua did not meet its burden on this evidentiary record to show that Roadrunner was also an employer. But, we disagree with respect to the significance of whether applicant ever met the Zimmermans. The lack of a personal relationship is not necessarily part of the consideration, since the analysis is whether the putative employer had a right to control, not actual control, and the control may be minimal, since the analysis is "necessary control." (*Borello, supra*, 48 Cal.3d 341 at pp. 355-360.) Since it appears that Roadrunner may likely be an additional employer, further development of the record is appropriate.

The WCJ and the Appeals Board have a duty to further develop the record where there is insufficient evidence on a threshold issue. (Lab. Code, §§ 5701, 5906; *McClune v. Workers' Comp. Appeals Bd.* (1998) 62 Cal.App.4th 1117, 1121-1122 [63 Cal.Comp.Cases 261]; *Tyler v. Workers' Comp. Appeals Bd.* (1997) 56 Cal.App.4th 389, 392-394 [62 Cal.Comp.Cases 924]; *McDonald v. Workers' Comp. Appeals Bd., TLG Med. Prods.* (2005) 70 Cal. Comp. Cases 797 [2005 Cal. Wrk. Comp. LEXIS 182]; *Lopez v. Wps Fbo Garco Enters* (January 5, 2022, ADJ12017211) [2022 Cal. Wrk. Comp. P.D. LEXIS 2, *18-19].) The Appeals Board has a constitutional mandate to ensure "substantial justice in all cases." (*Kuykendall v. Workers' Comp. Appeals Bd.* (2000) 79 Cal.App.4th 396, 403 [65 Cal.Comp.Cases 264].) Labor Code sections 5701 and 5906 authorize the WCJ and the Board to obtain additional evidence, including medical evidence. (*McDuffie v. Los Angeles County Metropolitan Transit Authority* (2001) 67 Cal.Comp.Cases 138, 141-143 [2002 Cal.Wrk.Comp.LEXIS 1218] (Appeals Bd. en banc).) The Appeals Board may not leave matters undeveloped where it is clear that additional discovery is needed. (*Kuykendall v. Workers' Comp. Appeals Bd., supra*, 79 Cal.App.4th at p. 404.) Thus, upon return, Lua should be afforded an opportunity to submit further evidence, and further testimony may be appropriate.

Accordingly, we grant defendant Lua's Petition for Reconsideration and affirm the F&O with respect to the finding that defendant Lua was applicant's employer, and amend the F&O to find that the date of injury is August 6, 2016, and to defer the issue of whether Roadrunner was also applicant's employer at the time of the injury. We return this matter to the WCJ for further proceedings consistent with this decision.

For the foregoing reasons,

IT IS ORDERED that defendant Francisco M. Lua dba Francisco M. Lua Trucking's Petition for Reconsideration is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Findings and Order issued by the WCJ on February 24, 2026 is **AFFIRMED** except that it is **AMENDED** as follows:

2. Applicant was employed by **FRANCISCO M. LUA dba FRANCISCO M. LUA TRUCKING** on August 6, 2016. The issue of whether applicant was employed by defendants Roadrunner Trucking Company, LLC, Mark Zimmerman, and Maria Zimmerman, insured for workers' compensation by Security National Insurance, on August 6, 2016 is deferred.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

I CONCUR,

/s/ CRAIG L. SNELLINGS, COMMISSIONER

/s/ JOSÉ H. RAZO, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

May 18, 2026

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

AS/mc

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

SERVICE LIST

**HECTOR GARCIA
LAW OFFICES OF KRISHNA GULAYA
LLARENA MURDOCK
MADRID LAW FIRM
FRANCISCO M LUA DBA LUA TRUCKING
MARK ALLEN ZIMMERMAN SSH OF ROADRUNNER TRUCKING LLC
OFFICE OF THE DIRECTOR, LEGAL-LOS ANGELES**