WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

TIM TOOKEY, *Applicant*

vs.

LOS ANGELES KINGS; CALIFORNIA INSURANCE GUARANTEE ASSOCIATION for FREMONT INDEMNITY COMPANY, in liquidation; PITTSBURGH PENGUINS; ZURICH NORTH AMERICAN INSURANCE COMPANY; PHILADEPLHIA FLYERS, *Defendants*

Adjudication Numbers: ADJ19215705 (MF), ADJ19212083, ADJ19212622, ADJ19216984, ADJ18785163
Oxnard District Office

OPINION AND ORDER GRANTING PETITION FOR RECONSIDERATION AND DECISION AFTER RECONSIDERATION

Defendants Los Angeles Kings ("Kings") / California Insurance Guarantee Association ("CIGA") and Pittsburgh Penguins ("Penguins") / Zurich North America ("Zurich") each separately seek reconsideration of the September 1, 2016 Joint Findings, Award and Orders ("F&A"), wherein the workers' compensation administrative law judge ("WCJ") made multiple findings related to applicant's five claims for injuries sustained during his career as a professional hockey player. The Kings and CIGA ("CIGA Petition") assert that the evidence does not support findings of injury with regard to three of applicant's claims, and that the WCJ erred by not specifying what "other insurance" exists to cover the claim. The Penguins and Zurich ("Zurich Petition") assert there is no substantial medical evidence of injury to the head or brain, and that applicant's cumulative injury claim is barred by Labor Code[1] section 3600.5, subdivision (d).

We received an Answer jointly responding to both petitions. The WCJ prepared a Report and Recommendation on Petition for Reconsideration ("Report"), also addressing both petitions, recommending that the Petitions be granted to develop the record on some issues, but denied with regard to other issues.

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

We have considered the Petitions for Reconsideration, the Answer, and the contents of the Report, and we have reviewed the record in this matter. For the reasons discussed below, we will rescind the F&A and substitute a new order finding that applicant's claims are not barred by the statute of limitations or the doctrine of laches, with all other issues deferred pending further development of the record.

FACTS AND PROCEDURAL HISTORY

Applicant filed five Applications for Adjudication. Case Nos. ADJ19215705, ADJ19212083, ADJ19212622, and ADJ19216984 are specific injury claims, all stemming from employment with the Kings. In Case No. ADJ19215705, applicant alleges an injury to his right shoulder sustained on November 11, 1988. Case No. ADJ19212083 alleges a left knee injury sustained on November 29, 1987. Case No. ADJ19212622 alleges another left knee injury, this time sustained on February 6, 1988. Case No. ADJ19216984 alleges an injury to the head, brain and lumbar spine sustained on January 6, 1989.

Case No. ADJ18785163 is for an alleged cumulative injury sustained to the head, brain, knees, ankles, back, shoulder and fingers from August 9, 1979 through May 1, 1995, dates which correspond to applicant's career as a professional hockey player. The initial Application for Adjudication lists the Kings as the only employer, but Amended Applications for Adjudication were filed adding the Penguins and the Philadelphia Flyers ("Flyers") as other employers. The Penguins, insured by Zurich, have appeared and participated in subsequent proceedings, but as far as can be told from the record, the Flyers have never appeared or otherwise participated in proceedings.

The matter proceeded to trial on May 7, 2026 with the five cases consolidated for hearing, with further proceedings on July 1, 2026. The parties submitted an exhaustive list of issues for decision. In the four specific injury cases, the parties listed the following issues: (1) injury arising out of and in the course of employment ("AOE/COE"); (2) parts of body injured; (3) permanent disability; (4) apportionment; (5) attorney's fees; (6) whether the specific injuries are distinct or instead part of the cumulative injury; (7) laches; (8) statute of limitations; (9) whether the claims are covered for purposes of CIGA; (10) joint and several liability; and (11) whether there is "other insurance" under the meaning of the CIGA statute. (Minutes of Hearing / Summary of Evidence

("MOH/SOE"), 5/7/2026, at pp. 2-3, 5–7.) In Case No. ADJ18785163, the cumulative injury claim, the parties listed the following issues: (1) AOE/COE; (2) parts of body injured; (3) permanent and stationary date; (4) permanent disability; (5) apportionment; (6) need for further medical treatment; (7) liability for self-procured medical treatment; (8) liens, bifurcated with jurisdiction reserved; (9) attorney's fees; (10) jurisdiction under section 3600.5 "or other statute"; (11) insurance coverage for purposes of section 5500.5; (12) the statute of limitations; (13) the date of injury; (14) laches; (15) whether the claim is covered for CIGA purposes; (16) whether there is other insurance for CIGA purposes; and (17) whether defendants waived the issue of exemption under section 3600.5. (*Id.* at pp. 3-4.) Qualified Medical Examiner ("QME") Reports were admitted from two doctors, Dr. Einbund and Dr. Danzig, along with applicant's deposition transcript. (*Id.* at pp. 8–9.) Two exhibits consisting of internet sources, showing the details of applicant's hockey career, were marked for identification only. (*Id.* at p. 8.)

At the July 1, 2026 hearing applicant testified, largely about the details of his long career as a professional hockey player, as well as about the specific injuries alleged in his various Applications for Adjudication. Applicant explained that while employed by the Kings, he split time between the Kings, a National Hockey League team, and the New Haven Nighthawks ("Nighthawks"), which at the time were an affiliate club of the Kings. (MOH/SOE, 7/1/2026, at p. 2.) During the 1987-1988 season, he twisted his left knee after "hitting one of the boards." (*Ibid.*) He underwent surgery and rehabilitation, before being sent to the Nighthawks. (*Ibid.*)

In applicant's last game for the Nighthawks that season, he tore cartilage in his right knee; afterward, under the direction of the Kings, he underwent surgery on both knees. (*Id.* at pp. 2–3.) He did not return that season, but the following season he reported to the Kings training camp in British Columbia, Canada, before returning to Los Angeles, where he played seven games before being sent to the Nighthawks again. (*Id.* at p. 3.)

While playing with the Nighthawks that season, he injured his thumb and shoulder. (*Ibid.*) He also suffered a "slight concussion," for which there was no concussion protocol at the time. (*Ibid.*) He was instead given a Tylenol and told to rest and only go to the emergency room if he felt sick. (*Ibid.*)

Applicant played a few more games for the Nighthawks, before being traded to the Penguins. (*Ibid.*) He also played for the Hershey Bears ("Bears") and the Providence Bruins ("Bruins"), "affiliates on that contract." (*Id.* at p. 3.)

On cross-examination, applicant appears to have testified that he sustained two separate left knee injuries while employed by the Kings. The first injury occurred when he ran into the boards, catching his leg and causing it "to go two different directions." (*Ibid.*) He knew right away he was injured. (*Ibid.*) The second injury occurred because another player put the stick between his legs and twisted it, impacting his knee. (*Ibid.*) He did not have documentation substantiating the injuries. (*Ibid.*) He remembered suffering a concussion in 1988, but did not remember the name of the doctor who diagnosed him, or have paperwork related to the injury. (*Id.* at p. 4.)

When Applicant was traded to the Penguins, he was still working under his Kings contract. (*Ibid.*) Applicant did not have copies of his contracts, nor did he remember the name of the agent he worked with. (*Ibid*.) Defense Exhibit C, labeled "Hockey Reference," contained an accurate and true representation of his career. (*Ibid.*)

According to Dr. Einbund's QME Report, Dr. Einbund, an orthopedic surgeon, evaluated applicant on August 5, 2025. (Ex. 1, at p. 1.)[2] Applicant described a litany of injuries to Dr. Einbund, including those sustained before and after the specific injuries he alleges in this claim, and none of which included dates more precise than the year. (*Id.* at pp. 1–5.) While playing for the Kings, he reported a 1987 left knee injury when he "twisted into the boards." (*Id.* at p. 4.) He also reported a right knee injury sustained sometime between 1987 and 1989 while playing for the Nighthawks, the Kings' affiliate team, when another player put a hockey stick between his legs. (*Id.* at p. 5.) Finally, he reported an injury to his right shoulder and thumb when he struck the boards again. (*Ibid.*) In addition to these specific injuries, and to others sustained throughout his career, he also reported "numerous lesser injuries to his entire body on a repetitive basis while playing professional hockey." (*Ibid.*) Dr. Einbund performed a physical examination and reviewed diagnostic tests taken on the same day, but did not otherwise appear to have access to any other medical records. (*Id.* at pp. 8–17.) Based on the results, and upon applicant's described history of injury, Dr. Einbund found that "with the exception of his left knee, right knee, right ankle, and right index finger, all of [applicant's] current symptoms and disability are secondary to continuous trauma which he sustained during the course of his career as a professional hockey player." (*Id.* at p. 23.)

The parties also submitted the report of Dr. Danzig, another orthopedic surgeon, who examined applicant on January 22, 2026. (Ex. D.) Applicant reported a similar list of injuries to

[2] We cite to the page numbers provided in the QME Report, which begin at page 4 of the exhibit.

Dr. Danzig, also without precise dates, although he reported concussion in addition to the right thumb and shoulder injury he sustained during the 1988-1989 season with the Nighthawks. (*Id.* at p. 14.) Other than Dr. Einbund's QME Report and the diagnostic tests taken in conjunction with that exam, Dr. Danzig did not review any other medical records. (*Id.* at pp. 73–85.) Dr. Danzig agreed that applicant had suffered a cumulative trauma injury during the course of his professional hockey career. (*Id.* at p. 95.)

Neither QME Report seems to have considered whether applicant sustained any brain or head injuries, and Dr. Einbund's Report suggests the need to see a neurologist with regard to applicant's reported headaches. (Ex. 1, at p. 30.)

On September 1, 2026, the WCJ issued the F&A. In Case No. ADJ19215705, the F&A finds applicant suffered a right shoulder injury on November 11, 1988. (F&A, ¶ 1.) In Case No. ADJ18785163, the F&A finds applicant sustained a cumulative injury from August 9, 1979 through May 1, 1995 to his left knee, right knee, head, brain and right ankle. (F&A, ¶ 2.) In Case No. ADJ19212622, the F&A finds applicant sustained a left knee injury on February 6, 1988. (F&A, ¶ 3.) In Case No. ADJ19212083, the F&A finds applicant sustained a left knee injury on November 29, 1987. (F&A, ¶ 4.) And in Case No. ADJ19216984, the F&A finds applicant sustained an injury to his head, brain and lumbar spine on November 11, 1988. (F&A, ¶ 5.) The F&A finds that each of the specific injuries are separate from the cumulative injury, "although there appears to be some overlap and may be some basis for apportionment." (F&A, ¶ 8.)

The F&A finds that neither the SOL nor laches bars any of applicant's claims. (F&A, at ¶¶ 6–7.) It also finds that there is jurisdiction under sections 3600.5 and 5500.5 to bring the claim in California. (F&A, ¶ 17.) The extent of permanent disability and apportionment were deferred pending further development of the record, as were the questions of joint and several liability, and whether the claim is covered for purpose of CIGA. ((F&A, ¶¶ 9–10, 13–14.) The F&A does find "there is other insurance which would bar the parties from recovery against CIGA for the continuous trauma claim," without naming what that insurance is. (F&A, at ¶ 15.) The F&A awards further medical treatment, and orders the parties develop the record further on the issues of "permanent disability, apportionment and overlap." (*Id.* at p. 3.)

The instant Petitions for Reconsideration followed.

DISCUSSION

I.

Petitions for reconsideration filed on or after July 14, 2026 are subject to section 5909, which states 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 October 1, 2026, and 60 days from the date of transmission is November 30, 2026. This decision is issued by or on November 30, 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 shall be notice of transmission.

Here, according to the proof of service for the Report, the Report was served on October 1, 2026, and the case was transmitted to the Appeals Board on October 1, 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 October 1, 2026.

II.

It is well established that decisions by the Appeals Board must be supported by substantial evidence. (Lab. Code, §§ 5903, 5952(d); *Lamb v. Workmen's Comp. Appeals Bd.* (1974) 11 Cal.3d 274 [39 Cal.Comp.Cases 310]; *Garza v. Workmen's Comp. Appeals Bd.* (1970) 3 Cal.3d 312 [35 Cal.Comp.Cases 500]; *LeVesque v. Workmen's Comp. Appeals Bd.* (1970) 1 Cal.3d 627 [35 Cal.Comp.Cases 16].) To constitute substantial evidence ". . . a medical opinion must be framed in terms of reasonable medical probability, it must not be speculative, it must be based on pertinent facts and on an adequate examination and history, and it must set forth reasoning in support of its conclusions." (*Escobedo v. Marshalls* (2005) 70 Cal.Comp.Cases 604, 621 (Appeals Board en banc).) "Medical reports and opinions are not substantial evidence if they are known to be erroneous, or if they are based on facts no longer germane, on inadequate medical histories and examinations, or on incorrect legal theories. Medical opinion also fails to support the Board's findings if it is based on surmise, speculation, conjecture or guess." (*Hegglin v. Workmen's Comp. Appeals Bd.* (1971) 4 Cal.3d 162, 169 [36 Cal.Comp.Cases 93].) Further, a medical report is not substantial evidence unless it sets forth the reasoning behind the physician's opinion, not merely his or her conclusions. (*E.L. Yeager Construction v. Workers' Comp. Appeals Bd.* (*Gatten*) (2006) 145 Cal.App.4th 922, 928 [71 Cal.Comp.Cases 1687].)

The Appeals Board has the discretionary authority to develop the record when the record does not contain substantial evidence or when appropriate to provide due process or fully adjudicate the issues. (Lab. Code, §§ 5701, 5906; *Tyler v. Workers' Comp. Appeals Bd.* (1997) 56 Cal.App.4th 389, 394 [62 Cal.Comp.Cases 924] ["principle of allowing full development of the evidentiary record to enable a complete adjudication of the issues is consistent with due process in connection with workers' compensation claims"]; see *McClune v. Workers' Comp. Appeals Bd*. (1998) 62 Cal.App.4th 1117, 1121 [63 Cal.Comp.Cases 261]; *San Bernardino Community Hosp. v. Workers' Comp. Appeals Bd.* (*McKernan*) (1999) 74 Cal.App.4th 928 [64 Cal.Comp.Cases 986].) The Appeals Board has a constitutional mandate to "accomplish substantial justice in all cases" and may not leave matters undeveloped where it is clear that additional discovery is needed.

(*Kuykendall v. Workers' Comp. Appeals Bd.* (2000) 79 Cal.App.4th 396, 403-404 [65 Cal.Comp.Cases 264].) In our en banc decision in *McDuffie v. Los Angeles County Metropolitan Transit Authority* (2001) 67 Cal.Comp.Cases 138 (Appeals Board en banc), we stated that "[s]ections 5701 and 5906 authorize the WCJ and the Board to obtain additional evidence, including medical evidence, at any time during the proceedings (citations) [but] [b]efore directing augmentation of the medical record . . . the WCJ or the Board must establish as a threshold matter that specific medical opinions are deficient, for example, that they are inaccurate, inconsistent or incomplete." (*McDuffie*, *supra*, at p. 141.) The preferred procedure is to allow supplementation of the medical record by the physicians who have already reported in the case. (*Id*. at p. 142.)

Initially, we note that neither Petition seeks reconsideration of the F&A's findings that the statute of limitations and laches do not bar applicant's claims. We therefore treat these findings as conclusively established. (See § 5904.)

Turning to the issues raised in the Petitions, we agree with the parties and the WCJ that the record requires further development on a number of issues. Based upon the current state of the record, it appears to us that these areas of development broadly fall into two categories.

First, further development of the medical evidence is required to determine what injuries applicant sustained, and to what body parts. Here, we agree with CIGA that the medical reporting does not appear to fully support the findings of injury in the specific injury claims. For example, although the F&A finds applicant sustained a right shoulder injury on November 11, 1988 in Case No., ADJ19215705, Dr. Einbund's Report, which the WCJ relied upon, appears to have found relevant specific injuries only to the left knee, right knee, right ankle and right index finger, and not to any other body parts. (See Ex. 1, at p. 25.) Similarly, Dr. Einbund does not appear to have documented or attributed any of applicant's disability to a left knee injury occurring on February 6, 1988, as found in Case No. ADJ19212622. (See *id.* at p. 23.)

In Case No. 19216984, the F&A finds an injury to the head, brain and lumbar spine sustained on November 11, 1988.[3] However, with regard to the lumbar spine, as with the right knee, it is not clear that Dr. Einbund found any specific injury to have been sustained. (See Ex. 1, at p. 25.) With regard to the head and brain injuries, the only head injury described in Dr. Einbund's QME report occurred during a game in 1983. (*Id.* at p. 4.) Although Dr. Danzig's QME Report

[3] It is unclear why this date does not match the January 6, 1989 date alleged in the stipulations; CIGA's Petition speculates that the date may be an error. (See CIGA Petition, at p. 5.)

does mention a concussion sustained during applicant's employment with the Kings (Ex. D, at p. 14), it is not clear that the WCJ relied upon Dr. Danzig's Report, nor does it appear that Dr. Danzig considered whether applicant had sustained a head or brain injury. Nor, as orthopedic surgeons, does either doctor appear naturally qualified to determine whether applicant did sustain any brain injury. We therefore agree that there is not substantial medical evidence in the record to substantiate a head or brain injury, which also impacts the finding of injury to those body parts in Case No. ADJ18785163, the cumulative injury claim.

The F&A also finds that each of the specific injuries are separate from the cumulative injury, "although there appears to be some overlap and may be some basis for apportionment." (F&A, ¶ 8.) While Dr. Einbund's QME Report find that some of applicant's injuries were partially apportionable to specific injuries in addition to the cumulative injury, the Report does not contain any significant discussion of how or on what basis he had delineated between applicant's cumulative trauma claim and his specific injury claims. The Report itself lists only the case number for the cumulative injury claim, and it is not entirely clear from reading the Report whether Dr. Einbund understood that applicant had brought specific injury claims in addition to the cumulative injury claim. We therefore cannot find that Dr. Einbund's QME Report is substantial evidence sufficient to address the question raised by the parties of whether applicant's specific injuries were separate and distinct from the cumulative injury.

We also note that no medical records were provided to either QME. Although the medical records related to applicant's treatment and surgeries during his career may not be available given the passage of time, it is unclear what steps, if any, were taken by the parties to attempt to locate any such records.

For all these reasons, we conclude that the state of the medical evidence is currently insufficient to resolve these requestions, and that further development of the medical record is therefore required.

The second major area where the record requires further development relates to details of applicant's employment, employers and insurers during the cumulative injury period. As it currently stands, the record appears unclear on even rather fundamental details, such as the chronology and details of applicant's employment after he left the Kings in 1989. The MOH/SOE seems to indicate that applicant was traded to the Penguins and then played for the Bears and Bruins, which are described as affiliates "on that contract." However, the CIGA Petition seems to

suggest that the Penguins' affiliate at the time was the Lumberjacks. (CIGA Petition, at p. 8.) The Zurich Petition, meanwhile, seems to suggest that the Bears and Bruins were in fact affiliates of the Flyers, for whom applicant signed in 1989 after his time with the Penguins and Lumberjacks. (Zurich Petition, at p. 5.) This appears to accord with the information applicant gave in his deposition. (See Ex. B, at p. 28.) The deposition also seems to suggest that although applicant signed a two-year contract with the Flyers, after that he signed another contract "just with the Hershey Bears," and a further contract with the Bruins. (*Id.* at pp. 30–32.) Zurich further asserts that applicant was only employed by the Penguins from 1983–1984, and therefore that they cannot be "other insurance" for CIGA purposes, although this appears to be contradicted by applicant's trial testimony and his deposition testimony. (Compare Zurich Petition at p. 5; MOH/SOE 7/01/2026 at p. 3; Ex. B at p. 27.)

This dispute raises another question: why the Flyers, despite being listed on an Amended Application for Adjudication for the cumulative injury claim, have apparently never made an appearance or otherwise participated in the case. It is unclear from the record what steps, if any, were taken to try to secure the Flyers' participation in the case, and what the results of those attempts were. To the extent that the Flyers may have employed applicant during the last year of the cumulative injury period, that would appear to be relevant both for purposes of section 3600.5 and section 5500.5, and potentially as a source of "other insurance." Similarly, if the Bears and/or Bruins directly employed applicant for some period of time, rather than simply serving as an affiliate that applicant was dispatched to while remaining employed by the Flyers, they too would be employers, and therefore presumably attempts should be made to join them to the claim, particularly as one or both may have been applicant's employers during both the final year of the cumulative injury period and of applicant's professional career.

Finally, we note that Zurich's assertion that it proved the claim is exempt according to 3600.5, subdivision (d) appears based on a misreading of the statute. Although it does seem likely that applicant worked for more than seven seasons for non-California-based teams, that fact only becomes relevant if "all of the professional athlete's employers in his or her last year of work as a professional athlete are exempt from this division according to subdivision (c) or any other law[.]" (§ 3600.5(d)(1).) Here, neither the Penguins nor the Kings have submitted any evidence or argument showing that all of applicant's employers during his last year of work as a professional athlete are exempt according to either subdivision (c) or some other law, and, as described above,

the record is not even clear as to who employed applicant at that time, and therefore which employer or employers would need to be exempt in order for the second portion of subdivision (d) to come into play.

Accordingly, in addition to development of the medical record, we also find that development of the record is required to answer questions related to the presence or absence of "other insurance," and to the factual predicates required to analyze whether the cumulative injury claim may be exempt according to section 3600.5 and, if not, the liable party under section 5500.5.

In light of all the above, we believe the best course of action at this time is to rescind the F&A and substitute a new order deferring all issues, with the exception of the statute of limitations and laches referenced above, and return the matter to the trial level for further proceedings. Given the breath of development required, and the possible need to secure the participation of the Flyers and/or add more parties to the cumulative injury claim, we suggest that the WCJ set a status conference to discuss with the parties the best way to move forward.

For the foregoing reasons,

IT IS ORDERED that the Petition for Reconsideration of the September 1, 2026 Joint Findings, Award and Orders and Order is **GRANTED**.

IT IS FURTHER ORDERED, as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the September 1, 2026 Joint Findings, Award and Orders is **RESCINDED**, and the following order **SUBSTITUTED:**

FINDINGS OF FACT

1. **Applicant's claims are not barred by the statute of limitations.**
2. **Applicant's claims are not barred by laches.**
3. **All other issues are deferred pending further development of the record.**

ORDER

The parties are ordered to develop the record with regard to all other issues.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSEPH V. CAPURRO, COMMISSIONER

I CONCUR,

/s/ JOSÉ H. RAZO, COMMISSIONER

/s/ KATHERINE A. ZALEWSKI, CHAIR

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

NOVEMBER 10, 2026

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

TIM TOOKEY
LAW OFFICES OF HOWARD SILBER
MAVEDAKIS PAIK
HERMANSON, GUZMAN & WACHOWIAK

AW/*kl*

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