WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

WILLIAM OHMAN, ***Applicant***

vs.

WASHINGTON NATIONALS; CINCINNATI REDS; CHICAGO WHITE SOX; FLORIDA MARLINS; BALTIMORE ORIOLES; LOS ANGELES DODGERS; ATLANTA BRAVES; CHICAGO CUBS; ACE AMERICAN INSURANCE COMPANY, ***Defendants***

Adjudication Number: ADJ10607572
Santa Ana District Office

OPINION AND DECISION AFTER RECONSIDERATION

We previously granted reconsideration[1] in this matter to provide an opportunity to further study the legal and factual issues raised by the Petition for Reconsideration. Having completed our review, we now issue our Decision After Reconsideration.

Applicant seeks reconsideration of the March 1, 2019 Findings and Order (F&O), wherein the workers' compensation administrative law judge (WCJ) found that applicant, while employed as a professional athlete from June 21, 1998 to March 5, 2013, claims to have sustained industrial injury to his head in the form of headaches, vision, jaw, neck, back, bilateral shoulders, bilateral elbows, bilateral wrists, bilateral hands, bilateral fingers, bilateral hips, bilateral knees, bilateral ankles, bilateral feet, bilateral toes, neuro[logical system], psych[e], internal, and sleep. The WCJ found that applicant's agent could not bind applicant to any employment agreement, and that there is no California jurisdiction in this matter pursuant to Labor Code[2] section 3600.5.

Applicant contends that his agent had the power to bind him to an employment agreement, and that his agent was within California's territorial jurisdiction when he accepted various employment offers from the teams, thus vesting California with subject matter jurisdiction over

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[1] Commissioner Lowe, who was previously a member of this panel, no longer serves on the Workers' Compensation Appeals Board. Another panelist has been assigned in her place.

[2] All further references are to the Labor Code unless otherwise noted.

the injury. Applicant also contends that he signed multiple contracts in California, providing another basis for subject matter jurisdiction. Applicant further contends the WCJ erred in determining that no panel Qualified Medical Evaluator evaluations took place, such that applicant was not entitled to reimbursement for costs incurred.

We have received an Answer from ACE American Insurance on behalf of the Washington Nationals, Cincinnati Reds, the Chicago White Sox, the Florida Marlins, Baltimore Orioles, the Los Angeles Dodgers, and the Atlanta Braves. The WCJ prepared a Report and Recommendation on Petition for Reconsideration (Report), recommending that the Petition be denied.

Applicant has also filed a Request for Supplemental Petition that includes a "Demonstration of Good Cause Pursuant to 8 CCR 10845(B)." (Cal. Code Regs., tit. 8, § 10964(b).) We have granted the request pursuant to Workers' Compensation Appeals Board (WCAB) Rule 10964 and have reviewed the Supplemental Petition herein. (Cal. Code Regs., tit. 8, § 10964(a).)

We have considered the Petition for Reconsideration, the Answer, the Supplemental Petition, 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&O, and substitute new Findings of Fact that the WCAB has subject matter jurisdiction over the claimed injury and deferring all other issues.

FACTS

Applicant claimed injury to his head in the form of headaches, vision, jaw, neck, back, bilateral shoulders, bilateral elbows, bilateral wrists, bilateral hands, bilateral fingers, bilateral hips, bilateral knees, bilateral ankles, bilateral feet, bilateral toes, neuro[logical system], psych[e], internal, and sleep, while employed as a professional athlete by defendant Washington Nationals, Cincinnati Reds, Chicago White Sox, Florida Marlins, Baltimore Orioles, Los Angeles Dodgers, Atlanta Brave and Chicago Cubs from June 21, 1998 to March 5, 2013.

On September 18, 2018, the parties proceeded to trial and framed issues of subject matter jurisdiction; injury arising out of and in the course of employment (AOE/COE); the permanent and stationary date; permanent disability; apportionment; the need for further medical treatment; liability for self-procured medical treatment; attorney fees; the lien for an attorney loan; the date of injury per section 5412; liability for medical-legal expense; and choice of law/choice of forum.

(Minutes of Hearing and Summary of Evidence, dated September 18, 2018, at p. 2:11.) Applicant testified under direct examination, and the WCJ continued the matter.

On October 30, 2018, the WCJ heard additional testimony from the applicant, and continued the matter. (Minutes of Hearing and Summary of Evidence, dated October 30, 2018.)

On January 8, 2019, the WCJ heard further testimony from the applicant and defense witness Mark Scialabba after which the parties submitted the matter for decision.

On March 1, 2019, the WCJ issued the F&O, finding that applicant's agent did not have the authority to bind applicant to an agreement with a team. (Finding of Fact No. 2.) The WCJ also determined that applicant failed to carry his burden to show that 20 percent of his duty days were in California, pursuant to section 3600.5(c). (Finding of Fact No. 3.) Accordingly, the WCJ found no California jurisdiction pursuant to section 3600.5. (Finding of Fact No. 4.) The accompanying Opinion on Decision explained that "the facts here are not persuasive that applicant's agent had any powers to bind applicant to an agreement with a team," and that applicant could reject the employment agreement by not signing it. (Report, at p. 2.) The WCJ noted that the terms of the "Athlete-Agency Agreement" as between applicant and his agent provided that the applicant would not be bound by the results of his agent's negotiations until he "executed the applicable professional sports contract." (Opinion on Decision, at pp. 6-7.) The WCJ also noted that pursuant to section 3600.5(c), applicant had not established that at least 20 percent of his duty days were in California. Accordingly, the WCJ concluded there was no California jurisdiction over applicant's injury, rendering all other issues moot. (*Id.* at p. 9.)

Applicant's Petition for Reconsideration contends the WCAB has jurisdiction over applicant's claim because applicant was employed by the Los Angeles Dodgers during the pleaded cumulative injury period; because applicant signed contracts covering eight years of his employment while physically located in California; and because applicant's agents orally accepted and signed offers from his teams through memoranda of agreement as well as applicant's employment contracts. Applicant avers he believed he was bound to his agent's acceptance of an offer made by the various teams, thus forming an oral contract of hire. (Petition, at p. 7:3.) Applicant submits that he did not have the ability to reject the agreements entered into on his behalf by his agent. (*Id.* at p. 8:8.) In addition, applicant's agents were physically located in California at the time they accepted the various offers of employment on applicant's behalf, thus creating a California contract of hire. (*Id.* at p. 9:6.) Applicant further contends that the WCJ erred in finding

that applicant did not satisfy the requirements of section 3600.5(c) because applicant did not come to California for any employer during the last year of the claimed injury. (*Id.* at p. 15:10.) Applicant also contends that regular employment by a California team, in this case the Los Angeles Dodgers, is sufficient to confer subject matter jurisdiction over the injury. (*Id.* at p. 15:25.) Finally, applicant contends he incurred medical-legal expense used to prove or disprove a contested claim or issue, and that the WCJ erred in finding those expenses were not subject to reimbursement because there are no qualified medical evaluator reports in the record. (*Id.* at p. 24:15.)

Defendant's Answer avers applicant's contract advisor could not bind applicant to any employment contract, per the terms of the agency agreement. (*Id.* at p. 3:15.) Defendant observes that applicant was not hired in California to play for the White Sox, the Cincinnati Reds or the Washington Nationals, and that there was no contract formed in California with those clubs. Defendant submits that none of applicant's contracts from 2005 to 2013 were signed in California. (*Id.* at p. 4:7.) Defendant further contends that applicant's claim is barred under section 3600.5(d) in part because applicant played but one season out of 13 seasons in total for a California-based team. (*Id.* at p. 6:5.)

Applicant's Supplemental Pleading submits that the athlete-agency agreement in evidence was never signed by applicant's agent and is thus an improper basis upon which to determine the scope of agency. (Supplemental Pleading, at p. 2:5.)

The WCJ's Report observes, in relevant part, that no QME reports were offered into evidence, only primary and secondary treating physician reports. (Report, at p. 2.) The Report further characterizes the record as offering no persuasive evidence that the employment agreement reached between applicant and the various baseballs teams was made binding on applicant through applicant's agent. (Report, at p. 2.) The WCJ observes that "even with terms agreed to on a document identified as a term sheet, which is not signed by the applicant, there is no contract formed until the standard player contract, is executed by the parties to be bound." (*Ibid*.) The express terms of the agency agreement preclude the agent from binding applicant to an agreement, and the testimony of defense witness Mr. Scialabba established that the teams consider a player to be hired when the contract is signed by the player. (*Id.* at p. 3.) The WCJ concludes that "[w]ere there a reliance on custom and practice rather than specified terms and conditions within written agreements, none of the parties would have need to execute contracts." (*Id.* at p. 4.)

DISCUSSION

We begin our discussion with the issue of subject matter jurisdiction, which is "the power of the court over a cause of action or to act in a particular way." (*Greener v. Workers Comp. Appeals Bd.* (1993) 6 Cal.4th 1028 [58 Cal.Comp.Cases 793, 795].)

The California Constitution confers on the Legislature "plenary power, unlimited by any provision of this Constitution," to establish a system of workers' compensation. (Cal. Const., Art. XIV, § 4.) That power includes the power to "provide for the settlement of any disputes arising under such legislation by arbitration, or by an industrial accident commission, by the courts, or by either, any, or all of these agencies, either separately or in combination, and [the Legislature] may fix and control the method and manner of trial of any such dispute, the rules of evidence and the manner of review of decisions rendered by the tribunal or tribunals designated by it; provided, that all decisions of any such tribunal shall be subject to review by the appellate courts of this State." (*Ibid*.) The workers' compensation laws codified in Labor Code section 3200 et seq. are intended to implement that objective and provide "a complete system of [workers'] compensation…" (Lab. Code, § 3201.) (*Dep't of Corr. v. Workers' Comp. Appeals Bd. (Antrim)* (1979) 23 Cal.3d 197, 203 [77 Cal.Comp.Cases 114].)

The WCAB has subject matter jurisdiction over a claim when industrial injury occurs in California. (Cal. Const., Article XIV, § 4; Lab. Code, §§ 3202, 5300, 5301; *Daily v. Dallas Carriers Corp.* (1996) 43 Cal.App.4th 720, 726 [61 Cal.Comp.Cases 216] "[T]he California Workers' Compensation Act applies to a worker employed in another state who is injured while working in California"]; *McKinley v. Arizona Cardinals* (2013) 78 Cal.Comp.Cases 23, 27 (Appeals Board en banc) [the WCAB can exercise jurisdiction "over claims of cumulative industrial injury when a portion of the injurious exposure causing the cumulative injury occurred within the state"].)

The legislature has further provided that a hiring in California within the meaning of Labor Code sections 3600.5(a) and 5305 provides this state with sufficient connection to the employment to support adjudication of a claim of industrial injury before the WCAB. (*Alaska Packers Assn. v. Industrial Acc. Com. (Palma)* (1934) 1 Cal.2d 250, affd. (1935) 294 U.S. 532 (*Palma*); *Bowen v. Workers' Comp. Appeals Bd.* (1999) 73 Cal.App.4th 15, 27 [64 Cal.Comp.Cases 745] ["an employee who is a professional athlete residing in California, such as Bowen, who signs a player's contract in California furnished to the athlete here by an out-of-state team, is entitled to benefits

under the act for injuries received while playing out of state under the contract"]; *Federal Insurance Co. v. Workers' Comp. Appeals Bd.* (2013) 221 Cal.App.4th 1116, 1126 [78 Cal.Comp.Cases 1257] (*Johnson*) ["[T]he creation of the employment relationship in California, which came about when [Mr. Palma] signed the contract in San Francisco, was a sufficient contact with California to warrant the application of California workers' compensation law"].)

Labor Code section 3600.5, subd. (a), provides:

> If an employee who has been hired or is regularly working in the state receives personal injury by accident arising out of and in the course of employment outside of this state, he or she, or his or her dependents, in the case of his or her death, shall be entitled to compensation according to the law of this state.

Labor Code section 5305 provides:

> The Division of Workers' Compensation, including the administrative director, and the appeals board have jurisdiction over all controversies arising out of injuries suffered outside the territorial limits of this state in those cases where the injured employee is a resident of this state at the time of the injury and the contract of hire was made in this state. Any employee described by this section, or his or her dependents, shall be entitled to the compensation or death benefits provided by this division.

These statutory provisions reflect California's strong interest in applying a "protective legislative scheme that imposes obligations on the basis of a statutorily defined status." (*Travelers Ins. Co. v. Workers' Comp. Appeals Bd. (Coakley)* (1967) 68 Cal.2d 7, 12-13 [32 Cal.Comp.Cases 527] *(Coakley)*.)

> [California's] interest devolves both from the possibility of economic burden upon the state resulting from non-coverage of the workman during the period of incapacitation, as well as from the contingency that the family of the workman might require relief in the absence of compensation. The California statute, fashioned by the Legislature in its knowledge of the needs of its constituency, structures the appropriate measures to avoid these possibilities. Even if the employee may be able to obtain benefits under another state's compensation laws, California retains its interest in insuring the maximum application of this protection afforded by the California Legislature. (*Coakley, supra,* 62 Cal.2d 7, citing *Reynolds Electrical etc. Co. v. Workmen's Comp. Appeals Board* (1966) 65 Cal.2d 429, 437-438 [31 Cal.Comp.Cases 415].)

Thus, the California legislature has enacted sections 3600.5 and 5305 as a reflection of public policy:

> If this were not so there could be no compensation for an injury arising out of and in course of the employment but occurring before the jurisdiction in which the services were to be performed had been entered, or where that jurisdiction had no compensation statute. This would seriously interfere with the policy of the act*, which is to charge to the industry those losses which it should rightfully bear, and to provide for the employee injured in the advancement of the interests of that industry, a certain and prompt recovery commensurate with his loss and, in so doing, lessen the burden of society to care for those whom industry has deprived, either temporarily or permanently, of the ability to care for themselves*. Having a social interest in the existence within its borders of the employer-employee relationship, the state may, under its police power, impose reasonable regulations upon its creation in the state. That the imposition of such conditions is in line with the present-day policy in compensation legislation cannot be doubted. (*Palma, supra,* 1 Cal.2d 250, 256, emphasis added.)

The formation of a contract for hire, standing alone, is sufficient to confer California jurisdiction over an industrial injury that occurs outside the state. "[T]he creation of the [employer-employee] status under the laws of this state is a sufficient jurisdictional basis for the regulation of that relationship within this state and the creation of incidents thereto which will be recognized within this state, even though the relation was entered into for purposes connected solely with the rendition of services in another state." (*Palma, supra*, 1 Cal.2d 250; *Benguet Consol. Mining Co. v. Industrial Acci. Com.* (1939) 36 Cal.App.2d 158, 159 [1939 Cal. App. LEXIS 28]; *McKinley, supra,* 78 Cal.Comp.Cases 23; *Jackson v. Cleveland Browns* (December 26, 2014, ADJ6696775) [2014 Cal. Wrk. Comp. P.D. LEXIS 682].)

Here, applicant asserts that he was physically located in California at the time he signed several contracts during his career, and that the consummated contracts of hire provide the basis for the assertion of California subject matter jurisdiction over the claimed cumulative injury. (Petition, at p. 3:17.)

We agree. Applicant's unrebutted testimony establishes that he signed his first multi-year contract with the Chicago Cubs in 1998 while physically located at his future father-in-law's home in Menlo Park, California. (Transcript of Proceedings, September 18, 2018, at p. 13:20; 14:4.) Applicant's unrebutted testimony also establishes that he signed his major league contract with the Los Angeles Dodgers while physically located at Dodger Stadium, in Los Angeles, California. (*Id.* at p. 16:11.) Defendant offers no documentary evidence challenging applicant's testimony and

interposes no witnesses disputing applicant's physical location at the time he signed contracts with both the Cubs and the Dodgers. Moreover, the WCJ found applicant's testimony "as to his recollection of many events over the course of his career with multiple teams" to be fully credible. (F&O, Opinion on Decision, p. 5.) We accord to the WCJ's credibility determinations the great weight to which they are entitled. (*Garza v. Workmen's Comp. App. Bd.* (1970) 3 Cal.3d 312, 318-319 [35 Cal.Comp.Cases 500].)

The record thus establishes that applicant entered into at least two contracts during his professional baseball career while physically located in California. Pursuant to sections 3600.5(a) and 5305, the formation of these contracts of hire within California's territorial borders confers on the WCAB subject matter jurisdiction over the claimed cumulative injury. (Lab. Code, §§ 3600.5(a), 5305; *Palma, supra*, 1 Cal.2d 250; *Benguet Consol. Mining Co. v. Industrial Acci. Com., supra,* 36 Cal.App.2d 158, 159; *McKinley, supra,* 78 Cal.Comp.Cases 23.)

We further note that the finding of subject matter jurisdiction based on the formation of a California contract of hire obviates the requirements set forth in section 3600.5(c) and (d). In *Hansell v. Arizona Diamondbacks* (April 7, 2022, ADJ10418232) [2022 Cal. Wrk. Comp. P.D. LEXIS 83] we addressed the question of whether "subdivisions (c) and (d) of section 3600.5 override the general jurisdictional provisions of sections 3600.5(a) and 5305 that provide for jurisdiction where there is a California hire during the period of injury, or do these subdivisions apply only to claims where there is no California hire?" (*Id.* at p. 17.) We noted that "the stated purpose of the amendments to section 3600.5 was to limit the ability of 'out of state professional athletes' with 'extremely minimal California contacts' to file workers' compensation claims in California … The amendments were reacting in large part to a line of decisions that allowed athletes employed by out-of-state teams, who had not been hired in California or played regularly here, to recover California workers' compensation benefits based solely on a handful of games played in this state while employed by their out-of-state teams." (*Id.* at pp. 21-22.) However, we also observed that in narrowing the scope of California jurisdiction applicable to certain professional athletes, the legislature made clear their desire not to disturb the principle that jurisdiction is appropriately conferred when there is a California contract of hire:

> As is relevant here, the Legislature stated: "It is the intent of the Legislature that the changes made to law by this act shall have no impact or alter in any way the decision of the court in [*Bowen v. Workers' Comp. Appeals Bd.*] (1999) 73 Cal. App. 4th 15 [86 Cal. Rptr. 2d 95]." (Stats. 2013 ch. 653 (AB 1309) § 3.) The

> central holding of Bowen, affirming sections 3600.5(a) and 5305, is that a contract of hire in this state will support the exercise of California jurisdiction even over a claim based purely on out-of-state injury, and that a player's signing of the contract while in this state constitutes hire in this state for that purpose. (*Bowen, supra*, 73 Cal. App. 4th at 27.)
>
> Taken together, these two expressions suggest that the Legislature did not intend for subdivisions (c) and (d) to apply to athletes who have been hired in California by at least one employer during the cumulative trauma injury period.
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> (*Id.* at p. 23.)

We also concluded that, "[i]f a hire in California during the injury period is a compelling connection to the state, by definition such athletes would not fall into the category of those with 'extremely minimal California contacts' whose claims the Legislature sought to exempt." (*Ibid*.) Accordingly, we found that the formation of a California contract of hire was sufficient to confer subject matter jurisdiction over a claimed injury, obviating the exemption/exception analysis required under section 3600.5(c) and (d). (See also *Neal v. San Francisco 49ers* (March 9, 2021, ADJ9990732) [2021 Cal. Wrk. Comp. P.D. LEXIS 68]; *Wilson v. Florida Marlins* (February 26, 2020, ADJ10779733) [2020 Cal. Wrk. Comp. P.D. LEXIS 30]; cf. *Harrison v. Texas Rangers* (May 26, 2023, ADJ13604193) [2023 Cal. Wrk.Comp. P.D. LEXIS 151] [no jurisdiction over injury where applicant had no California contract of hire, played more than seven seasons with out-of-state teams, and worked less than 20 percent of duty days in California].)

We therefore conclude that in conjunction with section 5305, the conferral of subject matter jurisdiction under section 3600.5(a) based on a hiring in California obviates the analyses that would otherwise be required under section 3600.5(c) and (d). (Report, at pp. 8-9.)

Based on applicant's California hiring, and the reasoning set forth in *Hansell, supra*, 2022 Cal. Wrk. Comp. P.D. LEXIS 83, we will rescind the F&O, and substitute new Findings of Fact that the WCAB has subject matter jurisdiction over the claimed injury. Because the F&O found no subject matter jurisdiction, the WCJ did not reach any of the other issues raised by the parties including injury arising out of and in the course of employment (AOE/COE); the permanent and stationary date; permanent disability; apportionment; the need for further medical treatment; liability for self-procured medical treatment; attorney fees; the lien for an attorney loan; the date of injury per section 5412; liability for medical-legal expense; and choice of law/choice of forum. We will therefore defer those issues and return the matter to the trial level for further proceedings.

We note that while the parties raised issues of the liability for self-procured medical expense and for alleged medical-legal expense, neither issue was *actually decided* by the WCJ. While the WCJ offered *commentary* on these issues in the Opinion on Decision, neither issue was addressed in the Findings of Fact.

As provided in section 4620(a), "a medical-legal expense means any costs and expenses incurred by or on behalf of any party, ... which expenses may include ... medical reports ... for the purpose of proving or disproving a contested claim." (Lab. Code, § 4620(a).) Pursuant to section 4620(b), "[a] contested claim exists when the employer knows or reasonably should know that the employee is claiming entitlement to any benefit arising out of a claimed industrial injury and one of the following conditions exists: (1) The employer rejects liability for a claimed benefit. (2) The employer fails to accept liability for benefits after the expiration of a reasonable period of time within which to decide if it will contest the claim. (3) The employer fails to respond to a demand for payment of benefits after the expiration of any time period fixed by statute for the payment of indemnity." (Lab. Code § 4620(b).) Section 4620(c) states that a medical-legal report is not a medical-legal expense "unless the medical report is capable of proving or disproving a disputed medical fact, the determination of which is essential to an adjudication of the employee's claim for benefits." (Lab. Code, § 4620(c).)

Section 4621(a) allows for the reimbursement of medical-legal expenses that are "reasonably, actually, and necessarily" incurred. Additionally, "the reasonableness of, and necessity for, incurring [the medical-legal] expenses shall be determined with respect to the time when the expenses were actually incurred." (Lab. Code, § 4621(a).)

Upon return of this matter for further proceedings and decision by the WCJ, we recommend the parties clarify the issues surrounding the specific expenses for which applicant seeks reimbursement, and whether they are medical-legal or treatment expenses. The WCJ may thereafter determine applicant's right to reimbursement, if any, as is warranted and appropriate.

In summary, applicant's uncontested testimony establishes that he entered into contracts of hire while physically located in California. Pursuant to sections 3600.5(a) and 5305, the fact of applicant's California hiring confers subject matter jurisdiction on the WCAB with respect to the claimed injury. We will therefore rescind the F&O finding no subject matter jurisdiction and substitute new findings of fact that based on applicant's California hiring, the WCAB has subject matter jurisdiction over the claimed cumulative injury. We will defer all other issues, including

the issues of liability for medical treatment and medical-legal expense, and return this matter to the WCJ for further proceedings and decision.

For the foregoing reasons,

IT IS ORDERED, as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the March 1, 2019 Findings and Order is **RESCINDED**, with the following **SUBSTITUTED** therefor:

FINDINGS OF FACT

1. William Ohman claims to have sustained injury arising out of and during the course of employment to his to head in the form of headaches, vision, jaw, neck, back, bilateral shoulders, bilateral elbows, bilateral wrists, bilateral hands, bilateral fingers, bilateral hips, bilateral knees, bilateral ankles, bilateral feet, bilateral toes, neuro, psych, internal, and sleep while employed between the period June 21, 1998 through March 5, 2013, as a professional athlete, group number 590, by the following organizations: Chicago Cubs, Atlanta Braves, Los Angeles Dodgers, Baltimore Orioles, Florida Marlins, Chicago White Sox, Cincinnati Reds, and the Washington Nationals.
2. Pursuant to Labor Code sections 5305 and 3600.5(a), the Workers' Compensation Appeals Board has subject matter jurisdiction over the claimed cumulative injury.

3. The conferral of subject matter jurisdiction under section 3600.5(a) based on a hiring in California obviates the analysis that would otherwise be required under section 3600.5(c) and (d).
4. All other issues are deferred.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSÉ H. RAZO, COMMISSIONER

I CONCUR,

/s/ CRAIG SNELLINGS, COMMISSIONER

/s/ JOSEPH V. CAPURRO, COMMISSIONER

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

May 16, 2024

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

WILLIAM OHMAN
GLENN, STUCKEY & PARTNERS
BOBER, PETERSON & KOBY

SAR/abs

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