WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

CURTIS MADDEN III, *Applicant*

vs.

SEATTLE SEAHAWKS, permissibly self-insured,
administered by VIVIAN EBERLE dba HELMSMAN MANAGEMENT KENT,
Defendants

Adjudication Number: ADJ18315308
Santa Ana District Office

OPINION AND ORDER GRANTING PETITION FOR RECONSIDERATION

Defendant seeks reconsideration of the December 27, 2024 Findings and Order (F&O), wherein the workers' compensation administrative law judge (WCJ) found that applicant, while employed as a professional athlete from April 1, 2016 to March 1, 2019, sustained industrial injury to his head, neck, legs, nervous system, psychiatric/psyche, and "multiple parts". The WCJ found that California has subject matter jurisdiction over applicant's claim of injury.

Defendant contends that the Workers' Compensation Appeals Board (WCAB) does not have jurisdiction to interpret the provisions of the collective bargaining agreement (CBA) reached between the National Football League (NFL) and the National Football League Players Association (NFLPA), and that the WCAB lacks jurisdiction to determine the validity of a contract of hire for an NFL player.

We have received an Answer from applicant. The WCJ prepared a Report and Recommendation on Petition for Reconsideration (Report), recommending that the Petition be denied. Based upon our preliminary review of the record, we will grant defendant's Petition for Reconsideration. Our order granting the Petition for Reconsideration is not a final order, and we will order that a final decision after reconsideration is deferred pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law. Once a final decision after reconsideration is issued by the

Appeals Board, any aggrieved person may timely seek a writ of review pursuant to Labor Code[1] section 5950 et seq.

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.

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 12, 2025, and 60 days from the date of transmission is Sunday, April 13, 2025. The next business day that is 60 days from the date of transmission is Monday, April 14, 2025. (See Cal. Code Regs., tit. 8, § 10600(b).)[2] This decision is issued by or on Monday, April 14, 2025, 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

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

[2] WCAB Rule 10600(b) (Cal. Code Regs., tit. 8, § 10600(b)) states that:

> Unless otherwise provided by law, if the last day for exercising or performing any right or duty to act or respond falls on a weekend, or on a holiday for which the offices of the Workers' Compensation Appeals Board are closed, the act or response may be performed or exercised upon the next business day.

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 February 12, 2025, and the case was transmitted to the Appeals Board on February 12, 2025. 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 February 12, 2025.

II.

We highlight the following legal principles that may be relevant to our review of this matter:

Applicant claimed injury to his head, neck, shoulders, back, spine, hips, elbows, wrists, hands, fingers, legs, knees, ankles, feet, toes, internal system, ENT/TMJ, neuro/psych, hearing, vision, sleep, and chronic pain while employed as a professional athlete by defendant Seattle Seahawks from May 5, 2016 to March 1, 2019. Defendant denies all liability for the claim on the basis that California lacks subject matter jurisdiction.

The parties proceeded to trial on September 16, 2024, and framed for decision the issues of subject matter jurisdiction under sections 3600.5(a) and 5305, and "[w]hether the WCAB is precluded by federal law and the Collective Bargaining Agreement from determining whether a contract of hire was made at any point other than contract execution." (Minutes of Hearing and Summary of Evidence (Minutes), dated September 16, 2024, at p. 2:15.) The WCJ heard testimony from applicant and from defense witness Janelle Winston, and ordered the matter submitted for decision as of October 4, 2024.

On December 27, 2024, the WCJ issued his F&O, determining in relevant part that "California has jurisdiction over [a]pplicant's claim of injury under sections 3600.5(a) and 5305," and that "the WCAB is not precluded from the formation of applicant's contract for hire by Federal Law of the NFL-NFLPA Collective Bargaining Agreement." (Findings of Fact Nos. 2 & 3.) The

WCJ's Opinion on Decision explained that applicant's credible testimony established his acceptance of an offer of employment while at a restaurant in Agoura Hills, California. (Opinion on Decision, at p. 5.) Following his acceptance of an offer of employment, applicant flew to Seattle the next day and thereafter executed a written contract. (*Ibid*.) Applicant's acceptance of an offer of employment while in California resulted in a California hiring under section 5305, which in turn conferred California subject matter jurisdiction over the instant claim of industrial injury. With respect to the provisions of the governing CBA, the WCJ observed that agreement "contains no express language specifying the time of contract formation nor does it indicate that there is any express understanding that a valid contract is not formed until execution by the parties." (Opinion on Decision, at p. 8.) Rather, the CBA agreement merely expressed the "terms and conditions" of the actual contract. The WCJ therefore concluded that neither the CBA nor Federal law "preclude this Court from determining at what point contract formation occurred in this matter." (*Ibid*.)

Defendant's Petition contends that the NFL-NFLPA CBA is subject to the Labor Management Relations Act (LRMA), and that the WCAB is without jurisdiction to interpret the CBA. (Petition, at p. 3:13.) The CBA provides that any agreement between a player and an NFL team "concerning the conditions of employment shall be set forth in writing in a Player contract as soon as practicable," and that "no club shall pay or be obligated to pay any money or anything else of value to any player … other than pursuant to the terms of a signed NFL Player Contract …" (Petition, at p. 4:6, citing Ex. A, NFL and NFLPA CBA 2011 through 2020, dated August 4, 2011, Art. 4, sections 5(a) & 5(c).) Accordingly, defendant asserts that "any dispute regarding interpretation or application of the CBA as it relates to being hired in the NFL must be sent to non-injury grievance Arbitration and the WCAB does not have authority to modify or alter the law of the shop in regard to this issue." (*Id.* at p. 4:19.) By extension, insofar as the F&O purports to interpret what constitutes a "hiring," such interpretation is impermissible because it is precluded under by federal law from being resolved by the WCAB. (*Id.* at p. 5:5.)

Applicant's Answer responds that "California case law is replete with cases that stand for the proposition that non-common law 'flexible' principles of contract formation serve to establish California workers' compensation subject matter jurisdiction even in instances where the employer attempts to characterize actions and conditions to be consummated out of the State of California as conditions precedent." (Answer, at p. 4:24.) Based on this jurisprudence, and "despite the CBA, the courts have consistently found that the WCAB has subject matter jurisdiction over claims in

which a contract for hire was determined, even through verbal acceptance of a contract." (*Id.* at p. 6:4.) Here, the question of "[w]hether Applicant was able to be hired as an NFL player pursuant to the CBA is not a necessary requirement in deciding whether subject matter jurisdiction in California is proper … [t]herefore, the contract formation issue does not fall under the purview of the NLRA and is not subject to Federal laws." (*Id.* at p. 8:6.)

The WCJ's Report observes that the statutory requirements for California subject matter jurisdiction over applicant's claimed injury were met when applicant accepted a verbal offer of employment while physically located in California:

> Applicant recalled having conversations with representatives from the Seattle Seahawks that included general manager John Schneider while attending a draft party in Agoura Hills, CA. His agent Mr. Ellison had been attempting to negotiate a signing bonus for Applicant but was unable to obtain one. While speaking with Mr. Schneider, Applicant testified he was asked if he would like to become a part of the team and was offered a standard contract and agreed to the terms and conditions, accepting the offer to join the Seahawks. Applicant then spoke with Pete Carroll, the head coach of the Seahawks who welcomed him to the team. (MOH/SOE page 5 line 8).
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> Applicant was then flown to Seattle which he testifies was paid for by the Seahawks who also furnished transportation from the airport to the team's facility where he was given a tour, provided his jersey and locker, and fitted for his helmet after which he and other rookies were taken to sign their contracts. (MOH/SOE page 6, line 17) Upon arrival his jersey and locker had already been prepared for him. (MOH/SOE page 6, line 25) Having observed and heard Applicant's testimony I found Applicant to present as a credible witness. Based upon Applicant's testimony I found that Applicant agreed to the essential terms of a standard player contract with the Seattle Seahawks while in Agoura Hills, California.

(Report, at p. 2.)

The WCJ's Report further emphasizes that "California has previously acknowledged a strong interest in asserting jurisdiction over claims of injury." (Report, at p. 6.) Citing to the Supreme Court decision in *Travelers Ins. Co. v. Workers' Comp. Appeals Bd.* (*Coakley*) 68 Cal.2d 7 [32 Cal.Comp.Cases 527] (*Coakley*), the WCJ observes that "California has rejected the traditional mechanical solutions to choice-of-law problems and adopted foreign law only when it is appropriate in light of the significant interests in the particular case … [t]he California statute, fashioned by the Legislature in its knowledge of the needs of its constituency, structures the appropriate measures to avoid these possibilities … [e]ven 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. (*Id.* at p. 13.)

In *Lingle v. Norge Division of Magic Chef, Inc.* (1988) 486 U.S. 399 [108 S. Ct. 1877], the U.S. Supreme Court observed that section 301 of the LMRA "not only provides federal court jurisdiction over controversies involving collective-bargaining agreements but also authorizes federal courts to fashion a body of federal law for the enforcement of these collective bargaining agreements." (*Id.* at p. 403.) In evaluating the interaction between state and federal law under the LMRA, the court explained "if the resolution of a state-law claim depends upon the meaning of a collective-bargaining agreement, the application of state law (which might lead to inconsistent results since there could be as many state-law principles as there are States) is pre-empted and federal labor-law principles -- necessarily uniform throughout the Nation -- must be employed to resolve the dispute." (*Id.* at p. 406.) However, the application of state law would be preempted only if such application requires the interpretation of a collective-bargaining agreement. (*Id.* at p. 423.) Importantly, the court noted that similarities in analysis of a cause of action under state law and a CBA were not a sufficient basis upon which to claim preemption.

> We agree with the court's explanation that the state-law analysis might well involve attention to the same factual considerations as the contractual determination of whether Lingle was fired for just cause. But we disagree with the court's conclusion that such parallelism renders the state-law analysis dependent upon the contractual analysis. For while there may be instances in which the National Labor Relations Act pre-empts state law on the basis of the subject matter of the law in question, § 301 pre-emption merely ensures that federal law will be the basis for interpreting collective-bargaining agreements, and says nothing about the substantive rights a State may provide to workers when adjudication of those rights does not depend upon the interpretation of such agreements. **In other words, even if dispute resolution pursuant to a collective-bargaining agreement, on the one hand, and state law, on the other, would require addressing precisely the same set of facts, as long as the state-law claim can be resolved without interpreting the agreement itself, the claim is "independent" of the agreement for § 301 pre-emption purposes.**

(*Id.* at p. 408-410, emphasis added.)

Thus, the salient question presented herein is whether we can evaluate applicant's claim for California workers' compensation benefits without interpreting the CBA reached between the NFL and the NFLPA.

Decisions of the Appeals Board "must be based on admitted evidence in the record." (*Hamilton v. Lockheed Corporation* (*Hamilton*) (2001) 66 Cal.Comp.Cases 473, 476 (Appeals Board en banc).) An adequate and complete record is necessary to understand the basis for the WCJ's decision. (Lab. Code, § 5313.) "It is the responsibility of the parties and the WCJ to ensure that the record is complete when a case is submitted for decision on the record. At a minimum, the record must contain, in properly organized form, the issues submitted for decision, the admissions and stipulations of the parties, and admitted evidence." (*Hamilton, supra,* 66 Cal.Comp.Cases at p. 475.) The WCJ's decision must "set[] forth clearly and concisely the reasons for the decision made on each issue, and the evidence relied on," so that "the parties, and the Board if reconsideration is sought, [can] ascertain the basis for the decision[.] . . . For the opinion on decision to be meaningful, the WCJ must refer with specificity to an adequate and completely developed record." (*Id.* at p. 476 (citing *Evans v. Workmen's Comp. Appeals Bd*. (1968) 68 Cal.2d 753, 755 [33 Cal.Comp.Cases 350]).)

Additionally, the WCJ and the Appeals Board have a duty to further develop the record where there is insufficient evidence on an issue. (*McClune v. Workers' Comp. Appeals Bd.* (1998) 62 Cal.App.4th 1117, 1121-1122 [63 Cal.Comp.Cases 261].) 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].) The Board may not leave matters undeveloped where it is clear that additional discovery is needed. (*Id*. at p. 404.) Here, based on our preliminary review, it appears that further development of the record may be appropriate.

III.

In addition, under our broad grant of authority, our jurisdiction over this matter is continuing.

A grant of reconsideration has the effect of causing "the whole subject matter [to be] reopened for further consideration and determination" (*Great Western Power Co. v. Industrial Acc. Com*. (*Savercool*) (1923) 191 Cal.724, 729 [10 I.A.C. 322]) and of "[throwing] the entire record open for review." (*State Comp. Ins. Fund v. Industrial Acc. Com*. (*George*) (1954) 125 Cal.App.2d 201, 203 [19 Cal.Comp.Cases 98].) Thus, once reconsideration has been granted, the Appeals Board has the full power to make new and different findings on issues presented for

determination at the trial level, even with respect to issues not raised in the petition for reconsideration before it. (See Lab. Code, §§ 5907, 5908, 5908.5; see also *Gonzales v. Industrial Acci. Com.* (1958) 50 Cal.2d 360, 364.) ["[t]here is no provision in chapter 7, dealing with proceedings for reconsideration and judicial review, limiting the time within which the commission may make its decision on reconsideration, and in the absence of a statutory authority limitation none will be implied."]; see generally Lab. Code, § 5803 ["The WCAB has continuing jurisdiction over its orders, decisions, and awards. . . . At any time, upon notice and after an opportunity to be heard is given to the parties in interest, the appeals board may rescind, alter, or amend any order, decision, or award, good cause appearing therefor.].)

"The WCAB . . . is a constitutional court; hence, its final decisions are given res judicata effect." (*Azadigian v. Workers' Comp. Appeals Bd.* (1992) 7 Cal.App.4th 372, 374 [57 Cal.Comp.Cases 391; see *Dow Chemical Co. v. Workmen's Comp. App. Bd.* (1967) 67 Cal.2d 483, 491 [32 Cal.Comp.Cases 431]; *Dakins v. Board of Pension Commissioners* (1982) 134 Cal.App.3d 374, 381 [184 Cal.Rptr. 576]; *Solari v. Atlas-Universal Service, Inc.* (1963) 215 Cal.App.2d 587, 593 [30 Cal.Rptr. 407].) A "final" order has been defined as one that either "determines any substantive right or liability of those involved in the case" (*Rymer v. Hagler* (1989) 211 Cal.App.3d 1171, 1180; *Safeway Stores, Inc. v. Workers' Comp. Appeals Bd.* (*Pointer*) (1980) 104 Cal.App.3d 528, 534-535 [45 Cal.Comp.Cases 410]; *Kaiser Foundation Hospitals v. Workers' Comp. Appeals Bd.* (*Kramer*) (1978) 82 Cal.App.3d 39, 45 [43 Cal.Comp.Cases 661]), or determines a "threshold" issue that is fundamental to the claim for benefits. Interlocutory procedural or evidentiary decisions, entered in the midst of the workers' compensation proceedings, are not considered "final" orders. (*Maranian v. Workers' Comp. Appeals Bd.* (2000) 81 Cal.App.4th 1068, 1070, 1075 [65 Cal.Comp.Cases 650].) ["interim orders, which do not decide a threshold issue, such as intermediate procedural or evidentiary decisions, are not 'final' "]; *Rymer, supra,* at p. 1180 ["[t]he term ['final'] does not include intermediate procedural orders or discovery orders"]; *Kramer, supra*, at p. 45 ["[t]he term ['final'] does not include intermediate procedural orders"].)

Section 5901 states in relevant part that:

> No cause of action arising out of any final order, decision or award made and filed by the appeals board or a workers' compensation judge shall accrue in any court to any person until and unless the appeals board on its own motion sets aside the final order, decision, or award and removes the proceeding to itself or if the person files a petition for reconsideration, and the reconsideration is granted or denied. …

Thus, this is not a final decision on the merits of the Petition for Reconsideration, and we will order that issuance of the final decision after reconsideration is deferred. Once a final decision is issued by the Appeals Board, any aggrieved person may timely seek a writ of review pursuant to sections 5950 et seq.

Accordingly, we grant defendant's Petition for Reconsideration, and order that a final decision after reconsideration is deferred pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law.

For the foregoing reasons,

IT IS ORDERED that defendant's Petition for Reconsideration of the Findings and Order issued by a workers' compensation administrative law judge on December 27, 2024 is **GRANTED**.

IT IS FURTHER ORDERED that a final decision after reconsideration is **DEFERRED** pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSEPH V. CAPURRO, COMMISSIONER

I CONCUR,

/s/ KATHERINE A. ZALEWSKI, CHAIR

PAUL F. KELLY, COMMISSIONER

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

April 14, 2025

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

CURTIS MADDEN III
PRO ATHLETE LAW GROUP
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*