

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

RAMON RODRIGUEZ, *Applicant*

vs.

**FULLMER CONSTRUCTION, insured by THE HARTFORD; AIREF RIALTO
COMMERCE CENTER, LP; FREDI SIERRA ARANA, dba SIERRA DEMOLITION
SERVICES, insured by STATE COMPENSATION INSURANCE FUND; T9
ENTERPRISES, INC., insured by BENCHMARK INSURANCE COMPANY,
administered by BENCHMARK ADMINISTRATORS; ESQUIO SIERRA; UNINSURED
EMPLOYERS BENEFITS TRUST FUND, *Defendants***

**Adjudication Number: ADJ17236784
Marina del Rey District Office**

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

The Director of the Department of Industrial Relations, as Administrator of the Uninsured Employers Benefits Trust Fund (UEBTF), seeks reconsideration of the November 12, 2025 Findings of Fact and Award (F&A), wherein the workers' compensation administrative law judge (WCJ) found that on December 26, 2022, applicant sustained a specific injury to his right hip, pelvis and lower extremities, for which he requires further medical treatment. The WCJ also found that on the date of injury, applicant was employed by defendant Esiquio Sierra, an individual, and defendants Fullmer Construction, AIREF Rialto Commerce Center, Fredi Sierra Arana dba Sierra Demolition Services, and T9 Enterprises, Inc. did not employ the applicant.

Petitioner contends that the WCJ erred in deciding that applicant was solely employed by Esiquio Sierra, an unlicensed and uninsured worker, and erred in finding that applicant did not present prima facie evidence of employment with T9 construction or Fullmer Construction. The petition also alleges that the WCJ failed to provide any meaningful discussion or application of the law to all of the facts, and specifically the ultimate hirer legal theory as forth under *Blew v. Horner* (1986) 187 Cal.App.3d 1380 [51 Cal.Comp.Cases 615] (*Blew*).

Three of the defendants each filed an Answer to the petition. Defendant AIREF Rialto Commerce Center notes in its Answer that the petition does not allege that it employed applicant, and it asserts that the facts and law are consistent with the WCJ's finding that it did not employ applicant. The Answer of defendant State Compensation Insurance Fund (SCIF) likewise contends that there is no evidence that SCIF's insured, Sierra Demolition Services, hired applicant. Benchmark Insurance Company asserts in its Answer that applicant was solely employed by Esiquio Sierra, and not by Benchmark's insured, T9. Benchmark further asserts that Mr. Sierra is the ultimate hirer, because no one hired Mr. Sierra, and denies that T9 worked alongside applicant, or that applicant served or conferred a benefit upon T9.

We received a Report and Recommendation on Petition for Reconsideration (Report) from the WCJ, recommending that we deny the Petition.

We have considered the allegations of the Petition, the Answers thereto, as well as the contents of the WCJ's Report. Based on our review of the record, and for the reasons stated below, we will grant reconsideration, rescind the WCJ's decision of November 12, 2025, and return the matter to the trial level for further development of the record.

FACTS

The WCJ's report summarizes the salient facts as follows:

Applicant's injury occurred at the Durst street address, in Rialto, California on December 26, 2022. The property is owned by AIREF Rialto Commerce Center, LP, part of a real estate investment group. AIREF Rialto Commerce Center, LP, through ARES Operations LLC, hired Fullmer Construction to be the general contractor on the property. Fullmer Construction hired T9 Enterprises, Inc. to do the demolition and grading work on the property. The issue is whether Applicant was employed by T9 Enterprises, Inc. (hereinafter T9) as the "ultimate hirer."

At the December 11, 2024, trial, Applicant testified that on December 26, 2022, he was working at a property in Rialto, California when he was injured by a "door, gate or fence falling on him". He was "at the property to work right before the gate fell on him. He was removing metal sheets. The metal sheets were attached to the wall of a building that was by itself. He was taking apart the building. The building was being demolished." He further testified, "he was working with four people: Juan Silva and Juan Jr. Silva, who are father and son, as well as another person, whose name he does not remember. Applicant is related to Juan Silva and Juan Jr. Silva." [December 11, 2024, MOH, p. 6, lines 16-25] Applicant further testified that, "Esiquio paid him for work at the job site. He had been working for Esiquio for months. He would be paid in cash. Esiquio

would give the cash to Juan Silva, and Juan would give the applicant the cash. [February 12, 2024, MOH, p. 4, lines 7-10] Applicant further testified that, “he never worked for Fullmer Construction, T9, or a person named Claudio Molina.” [Ibid, p. 5, lines 3-4] Applicant testified that “[he] has never been paid to work for a company named AIREF or ARES Operations.” [Ibid, lines 7-9]

Applicant testified that, “[he] was paid to do the work by Esiquio Sierra. Applicant was paid \$150 per day in cash. Applicant worked for Esiquio Sierra on an as-needed basis, two to four days per week. He has known Esiquio Sierra for a long time, and he has worked for him like this for many years. He knows Fredi Sierra. Esiquio Sierra is Fredi Sierra’s uncle. Applicant does not know if Fredi Sierra was part of the project on December 26, 2022. Applicant does not know who hired Esiquio Sierra to demolish the shed.” [December 11, 2024, MOH, p, 7, lines 1-5]

Applicant and Defendant OD Legal have failed to prove the existence of an employment relationship between Applicant and Fullmer Construction, AIREF Rialto Commerce Center; Fredi Sierra Arana, dba Sierra Demolition Services, or T9 Enterprises, Inc. on December 26, 2022. *Labor Code §3600(a)(2)*. Further, neither Applicant nor defendant OD Legal have proven that at the time of his injury, that he was performing service(s) for any Defendant. *Labor Code §5705(a)*.

Importantly, Applicant and defendant OD Legal have not proven any employment relationship or services rendered by Esiquio Sierra to any Defendant in this case.

Applicant testified that Esiquio Sierra hired him and gave money to Juan Silva to pay him for his work at the Durst Street address, *supra*. In fact, Applicant testified that both Esiquio Sierra and Juan Silva visited him in the hospital after his accident. “He was paid a second time by Esiquio when money was given to [his] wife.” [February 12, 2025, MOH, p. 4, lines 18-21]

On the February 12, 2025 trial date, defense witness Mason McCormick testified that he is currently employed by T9 Enterprises, Inc. as a project manager and was working for T9 in December 2022. He testified that although T9 Enterprises, Inc. did start some “green” work at the Durst Street address prior to January 2023, he clarified that, “T9 started the *demolition* work at the beginning of January 2023.” [February 12, 2025, MOH, p. 5, lines 17-21] He further testified that, “the permit was to remove the shed. T9 would not have benefited from the structure not being here. T9 was contracted to remove the shed, the surrounding walls, and the concrete. The structure has some value to it, so removing the shed would be characterized as a net loss.” [Ibid, p. 6, lines 11-13]. Also, he testified that, “T9 pays its employees through QuickBooks or Intuit, and never pays anyone in cash.” He stated that T9 did not employ Ramon Rodriguez, Claudio Molina, Juan Silva, or Esiquio Sierra. [May 14, 2025, MOH, p.4, lines 22-25] He stated, “on December 26, 2022, T9 was not open.” “On December 28, 2022, when T9 arrived on the property for demolition, the shed was not on the property. This visit was for site prep and putting up equipment

on the property. He explained pushing up concrete does not qualify as demolition work and does not require a permit.” [*Ibid*, p. 5, lines 8-13]

On [the] August 20, 2025 trial date, Jasen McDonough testified that he was employed by T9 Enterprises and has been since January 3, 2022. [August 20, 2025, MOH, p. 3, lines 12-14] He recalled that, “this project [] included grading, earthwork, and the site removal. Mr. McDonough identified the shed in Applicant’s Exhibit 3, explaining “the structure was a ‘wash,’ because the value of the scrap metal had already been stripped off the building, so the value of the building equaled the amount it would cost to tear it down.” [*Ibid*, p. 3, lines 24-25; p.4, lines 1-3] All work by Defendants at the Durst street address was to commence in January of 2023. Although T9 Enterprises, Inc. did go on the Durst street address prior to January 2023, i.e., the first date at the property was on December 28, 2022, there was no demolition done on the property prior to January 2023, *supra*.

Mr. Sierra was ordered to appear at trial [Court Exhibit XX], and he was subpoenaed to appear at trial on several occasions by defense counsel. [Defense Exhibit I] However, he never made an appearance for any trial date. For this reason, Mr. Sierra’s deposition was entered into evidence. [Defense Exhibit A].

There was no credible evidence introduced at trial, either testimony or documentary evidence, to support Applicant’s alleged employment or services rendered for Defendants Fullmer Construction, AIREF Rialto Commerce Center, Fredi Sierra Arana dba Sierra Demolition Services or T9 Enterprises, Inc. There has been no evidence, either by testimony or documentary evidence, of any alleged employment of Claudio Molina or services rendered for any Defendant in this case. Also, there has been no evidence, either by testimony or documentary evidence, of any alleged employment of Esiquio Sierra or services rendered for any Defendant in this case. Although Esiquio Sierra was an unlicensed individual, and had no workers’ compensation insurance on December 26, 2022, there was no evidence presented by either Applicant or Defendant OD Legal that he was employed by any Defendant in this case, and thus, there is no “ultimate hirer” defendant in this case. Thus, *Labor Code §2750.5; Blew v. Horner* (1986) 187 Cal.App.3d 1380 [51 Cal. Comp. Cases 615] are not applicable to this case.

(Report, pp. 2-4.)

After submission of post-trial briefs, the WCJ found Esiquio Sierra, an individual, to be the sole employer. However, the Minutes of Hearing and Summary of Evidence for all five days of trial fails to name Esiquio Sierra as a defendant in the caption, fails to identify his potential status as an employer in any of the issues, and fails to include his name or official address of record on the proof of service. (Minutes of Hearing and Summary of Evidence, December 11, 2024, February 12, 2025, April 2, 2025, June 11, 2025, and August 20, 2025.)

The Minutes of Hearing and Summary of Evidence for the fourth day of trial, June 11, 2025, does include an order for Esiquio Sierra and Jasen McDonough to appear, but Esiquio Sierra once again does not appear to have been served. An Amended Minutes of Hearing of June 11, 2025, consisting of only one page noting a continued virtual trial date, does include a proof of service on Esiquio Sierra dated July 7, 2025. However, the Minutes of Hearing and Summary of Evidence for that continued trial date, August 20, 2025, once again does not list Esiquio Sierra as a defendant in the caption, nor does his name appear on the accompanying proof of service. The only mention of Esiquio Sierra in the August 20, 2025 Minutes of Hearing and Summary of Evidence is the following note, indicating that his deposition transcript was already in evidence:

LET THE MINUTES REFLECT that Ms. Bonillo indicated that her office served Mr. Esiquio Sierra with a letter and the Notice of Hearing regarding today's virtual trial via FedEx and attempted multiple times to serve Mr. Esiquio Sierra formally, but there was no answer at the door. The WCJ indicated she would move the deposition transcript of Esiquio Sierra Peneda, dated December 14, 2023, into evidence. However, the deposition transcript was previously admitted into evidence and will remain admitted into evidence as Defendant's Exhibit A.

(Minutes of Hearing and Summary of Evidence, August 20, 2025, p. 3, lines 1-5.)

On September 30, 2025, after submission, the WCJ issued an Order Amending Minutes of Hearing and Summary of Evidence, which reads in its entirety as follows:

Based upon a review of the Minutes of Hearing and Summary of Evidence for August 20, 2025, it is noted that there is a clerical error regarding the inclusion of party defendant Esiquio Sierra, an individual, in the name of the caption.

GOOD CAUSE APPEARING,

The Minutes of Hearing and Summary of Evidence for the August 20, 2025 Caption should be, and hereby is, amended to read as follows:

FULLMER CONSTRUCTION; THE HARTFORD; AIREF FIALTO COMMERE CENTER; FREDI SIERRA ARANA, dba SIERRA DEMOLITION SERVICES; STATE COMPENSATION INSURANCE FUND; T9 ENTERPRISES, INC.; BENCHMARK INSURANCE COMPANY; Administered by BENCHMARK ADMINISTRATORS; ESQUIO SIERRA; UNINSURED EMPLOYERS BENEFITS TRUST FUND,

Parties are hereby ordered to amend their own copy of the Minutes and Summary to reflect this clerical correction.

NOTICE OF SUBMISSION,

This matter remains submitted.

(Order Amending Minutes of Hearing and Summary of Evidence, September 30, 2025, p. 1.)

DISCUSSION

I.

Former Labor Code¹ 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 December 22, 2025, and 60 days from the date of transmission is Friday, February 20, 2026. This decision is issued by or on Friday, February 20, 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.

¹ All further section references are to the California Labor Code, unless otherwise noted.

Here, according to the proof of service for the Report by the workers' compensation administrative law judge, the Report was served on December 22, 2025, and the case was transmitted to the Appeals Board on December 22, 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 December 22, 2025.

II.

Petitioner asserts that the WCJ's finding that either T9 or Fullmer did not employ applicant, and that section 2750.5 and *Blew v. Horner* (1986) 187 Cal.App.3d 1380 [51 Cal. Comp. Cases 615] don't apply as there is no "ultimate hirer" defendant in this case is in error. In this regard, we find that the record requires further development on the issue of employment as it relates to the relationship between applicant and the defendants.

Decisions of the Appeals Board "must be based on admitted evidence in the record." (*Hamilton v. Lockheed Corporation* (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; see also Cal. Code Regs., tit. 8, §§ 10761, 10787(c).) 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.)

Although the WCJ correctly notes deficiencies and shortcomings in the evidence, the conclusion that Esiquio Sierra was applicant's sole employer and ultimate hirer is improbable. The findings require acceptance of the highly implausible proposition that Esiquio Sierra spontaneously and gratuitously handed his own money to applicant² to demolish a shed on property

² In his deposition testimony, Esiquio Sierra denies that applicant ever worked for him. (Defendant's A, Deposition of Esiquio Sierra, December 14, 2023, p. 10, lines 5-6.)

belonging to defendant AIREF Rialto Commerce Center, who had entered a contract to develop that property with defendant Fullmer Construction. Further, that, subcontractor and defendant T9 Enterprises, Inc., who had been hired by Fullmer Construction to do demolition work on that property for which a permit was necessary, had no involvement whatsoever with Esiquio Sierra's nephew Fredi Sierra Arana, who just happens to be the sole owner of Sierra Demolition Services, a licensed demolition contractor. Additional evidence is clearly required to explain how applicant found himself demolishing a shed on defendant AIREF's property after AIREF had entered into a construction contract with defendant Fullmer as general contractor. Witness Peter Schafer, an employee of Ares Operations, LLC, which manages defendant AIREF Rialto Commerce's real estate fund, testified on August 20, 2025. The WCJ's summary of this testimony, in part, includes the following:

The witness testified regarding the permits needed prior to being able to demolish the property that AIREF hired Fullmer Construction as a general contractor. The witness testified that Fullmer Construction, as a general contractor, had the responsibility to hire a subcontractor for demolition of the property. He testified that Fullmer Construction was obligated by the contracts that were signed to have proper insurance, including general liability, workers' compensation insurance, and umbrella policies.

(MOH/SOE, August 20, 2025, p. 5:10-14.)

California has a no-fault workers' compensation system, which is mandated by the state constitution to relieve employees and their dependents of the effects of injuries sustained 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 effectuated by defining "employment" broadly and by including a general presumption that any person in service of 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. (Cristler)* (2009) 171 Cal.App.4th 72, 84 [74 Cal.Comp.Cases 167]; *Narayan v. EGL, Inc. (Narayan)* (2010) 616 F.3d 895, 900 [75 Cal.Comp.Cases 724].) Unless the hirer can demonstrate that the worker meets specific criteria to be considered an independent contractor, all workers are presumed to be employees.

Because the date of injury in this case is after July 1, 2020, section 2775 also provides criteria for determining whether applicant is an independent contractor or an employee. (Lab. Code, § 3351(i).) Section 2775(b)(1) states that a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:

(A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.

(B) The person performs work that is outside the usual course of the hiring entity’s business.

(C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

(Lab. Code, § 2775(b)(1).)

However, in this case there is another section of the Labor Code that supersedes both the rebuttable presumption of employee status under section 3357 and the liberal “ABC” test of employee status under section 2775. Section 2750.5 automatically bestows employee status upon any unlicensed person hired to perform work for which a contractor’s license is required:

There is a rebuttable presumption affecting the burden of proof that a worker performing services for which a license is required pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, or who is performing such services for a person who is required to obtain such a license is an employee rather than an independent contractor. Proof of independent contractor status includes satisfactory proof of these factors:

(a) That the individual has the right to control and discretion as to the manner of performance of the contract for services in that the result of the work and not the means by which it is accomplished is the primary factor bargained for.

(b) That the individual is customarily engaged in an independently established business.

(c) That the individual's independent contractor status is bona fide and not a subterfuge to avoid employee status. A bona fide independent contractor status is further evidenced by the presence of cumulative factors such as substantial investment other than personal services in the business, holding out to be in business for oneself, bargaining for a contract to complete a specific project for compensation by project rather than by time, control over the time and place the work is performed, supplying the tools or instrumentalities used in the work other than tools and instrumentalities normally and customarily provided by employees, hiring employees, performing work that is not ordinarily in the course of the principal's work, performing work that requires a particular skill, holding a license pursuant to the Business and Professions Code, the intent by the parties that the work relationship is of an independent contractor status, or that the relationship is not severable or terminable at will by the principal but gives rise to an action for breach of contract.

In addition to the factors contained in subdivisions (a), (b), and (c), *any person performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code shall hold a valid contractors' license as a condition of having independent contractor status.*

(Lab. Code, § 2750.5 (emphasis added).)

Applying section 2750.5 to the present case, it appears that applicant cannot be considered an independent contractor because he did not hold a valid contractors' license for the demolition work that he was performing on December 26, 2022. It follows that applicant is a covered employee for purposes of workers' compensation benefits.

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. Industrial Acc. Com. (Grashel)* (1941) 46 Cal.App.2d 526, 528-530 [116 P.2d 173]; *Western Ind. Co. v. Industrial Acc. Com. (Turner)* (1916) 172 Cal. 766, 767 [158 P. 1033]; *Sturdivant v. Pillsbury, et al. (Industrial Acc. Com.)* (1916) 172 Cal. 581, 582 [158 P. 222]; *Carstens v. Pillsbury, et al. (Industrial Acc. Com.)* 172 Cal. 572, 580 [158 P. 218]; *S. A. Gerrard Co. v. Industrial Acc. Com. (Valdez)* (1941) 17 Cal.2d 411, 413-414 [110 P.2d 377].)

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. Industrial Acc. Comm.* (1951) 37 Cal.2d 849).)

In this case, the record must be developed not only to connect the aforementioned legal principles to a cogent and probable theory of how applicant ended up doing work that involved the other defendants' property and contractual obligations, but more importantly, to provide due process to Esiquio Sierra. All parties to a workers' compensation proceeding retain the fundamental right to due process and a fair hearing under both the California and United States Constitutions and are therefore entitled to notice of the issues and evidence so that they have a meaningful opportunity to be heard. (*Rucker v. Workers' Comp. Appeals Bd.* (2000) 82 Cal.App.4th 151, 157-158 [65 Cal.Comp.Cases 805]; *Gangwish vs. Workers' Comp. Appeals Bd.* (2001) 89 Cal.App.4th 1284, 1295 [66 Cal.Comp.Cases 584].) While it is true that Esiquio Sierra ignored orders to appear at trial, those orders pertained only to his role as a witness and did not expressly provide him with notice that he was an interested party. It appears that he was not properly served with the Minutes of Hearing and Summary of Evidence for all of the five trial hearings held prior to decision. Even if Esiquio Sierra had been properly served with those trial minutes, they would not have sufficiently informed him that the issue of his personal liability was being heard and decided. Esiquio Sierra's name was not listed in the caption along with the other defendants until after submission of issues and expiration of the time allotted by the WCJ for post-trial briefing. The theory that Esiquio Sierra was applicant's sole employer was never explicitly set forth as an issue in any of the trial minutes. Furthermore, the WCJ did not follow WCAB Rule 10756(b) by issuing a Notice of Intention to apprise Esiquio Sierra of the next steps to be taken after he failed to appear at a trial that was not continued or taken off calendar. (Cal. Code Regs., tit. 8, § 10756(b).)

Accordingly, we grant the Petition for Reconsideration, rescind the F&A, and return the matter to the district office for further development of the record.

For the foregoing reasons,

IT IS ORDERED that reconsideration of the decision of November 12, 2025 is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the decision of November 12, 2025 is **RESCINDED**, and the case is **RETURNED** to the Marina Del Rey District Office for further proceedings consistent with this decision.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

I CONCUR,

/s/ JOSEPH V. CAPURRO, COMMISSIONER

/s/ CRAIG L. SNELLINGS, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

FEBRUARY 17, 2026

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

**RAMON RODRIGUEZ
HINDEN & BRESLAVSKY, APC
DIR OFFICE OF THE DIRECTOR – LEGAL UNIT
LAW OFFICES OF LYDIA B. NEWCOMB
ROSSI LAW GROUP, APC
RTGR LAW, LLP
STATE COMPENSATION INSURANCE FUND**

CWF/cs

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