

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

**RENE MENDOZA (MF); ANTONIA ZAVALA CERVANTES; MARIA SANDOVAL;
YEFFERSON ERNESTO GOMEZ LOPEZ; MARIO RIVAS; SERGIO ABEL GOMEZ
LOPEZ; PAULA GONZALEZ; MIGUEL MONROY; GENIFER PEREZ ZUNIGA,
*Applicants***

vs.

**MDRN STAFFING INC., GREAT NORTHERN INSURANCE COMPANY, administered
by CHUBB GROUP OF INSURANCE COMPANIES, *Defendant***

**Adjudication Numbers: ADJ16659537 (MF); ADJ16601667; ADJ16601672; ADJ16616260;
ADJ16616263; ADJ16621930; ADJ16703822; ADJ16860776; ADJ16984341
Los Angeles District Office**

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

Applicant's attorney filed a Petition for Reconsideration (Petition) on December 19, 2025, in response to the Findings and Order (F&O) dated November 21, 2025, and issued on November 24, 2025. In the F&O, the workers' compensation administrative law judge (WCJ) ordered applicant's attorney to pay former defendant and now cost petitioner, Great Northern Insurance Company and administrator Chubb Group (collectively Great Northern), reasonable attorney's fees, costs and expenses of \$1,000.00 in each case as well as sanctions of \$500.00 in each case, for a total of \$13,500.00 in all nine consolidated cases.

In the Petition, applicant's attorney asserts the findings are not supported by substantial evidence and raises, for the first time, extraordinary mitigating circumstances.

Great Northern filed an Answer.

The WCJ's Report and Recommendation (Report) recommends reconsideration be denied.

After our review of the record and for the reasons discussed below, we will grant the Petition for Reconsideration, vacate the Findings and Order, and rescind the May 19, 2023 order of consolidation.

I.

Former Labor Code section 5909¹ provided that a petition for reconsideration was deemed denied unless the Appeals Board acted on the petition within 60 days from the date of filing. (Former 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.

(Lab. Code, § 5909.)

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 January 12, 2026, and 60 days from the date of transmission is Friday, March 13, 2026. This decision issued by or on March 13, 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.

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

According to the proof of service, the Report was served on January 12, 2026, and the case was transmitted to the Appeals Board on January 12, 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 January 12, 2026.

II.

Although there are nine different applicants and claims involved, except as necessary to fully understand our decision, we limit the following summary to the relevant proceedings as represented in the master file ADJ16659537, for applicant Rene Mendoza.

In total, applicant's attorney filed nine Applications for Adjudication of Claim (Applications) for nine different applicants listing insurance by Great Northern Insurance Company with Chubb Group as administrator.

On March 2, 2023, Great Northern filed a "Petition for Dismissal of Party Defendant." The petition notes Great Northern investigated and found no policy or coverage for MDRN Staffing Inc., and confirmed with MDRN Staffing Inc., that there was no policy or coverage. It alleges that applicant was working at a special employer, and that since it did not provide coverage for either the special or the general employer, it should be dismissed. (Petition for Dismissal, March 2, 2023, p. 1, lns 23-24, p. 2, lns 2-4.)²

Also on March 2, 2023, Great Northern filed a Petition for Costs asserting applicant's filings were "frivolously joining Great Northern and Chubb" and that "MDRN Staffing appears to be an uninsured employer." (Petition for Costs, March 2, 2023, p. 1, ln 24, to p. 2, ln 3.)³

On April 28, 2023, Great Northern filed a Petition for Consolidation in nine cases "for the limited purpose of addressing the issues of Coverage and Costs." (Petition for Consolidation, April 28, 2023, p. 3, lns 19-21.)

² Great Northern filed similar petitions for dismissal, with similar allegations and attachments, in the other eight cases. We note that for exhibits, each paper or record having a different author/provider and/or a different date is a separate "document" and must be listed as a separate exhibit. (Cal. Code Regs., tit. 8, § 10759(c).)

³ To the extent that the parties or the WCJ refer to petition "attachments," the attachments are not separately identified as evidence, are not admitted into evidence, and are not part of the record of proceedings. (See Cal. Code Regs., tit. 8, § 10803.) Thus, we do not consider them.

The Presiding WCJ issued an “Order of Consolidation for Discovery” dated May 2, 2023. The order states that: “This *consolidation is for discovery purposes only* and WCJ Jay Downey is assigned to all cases. *Further consolidation will be determined by the trial judge assigned to these cases.* Rene Mendoza ADJ16659537 is deemed the Master File for the purpose of discovery.” (Emphasis added.) The order consolidating was served on May 19, 2023.

On August 30, 2023, WCJ Downey issued an “Order Dismissing Party Defendant Parties have 20 + 5 days to object.” The order states “Pursuant to Defendant’s Petition for Dismissal of Party Defendant, dated and served 3/2/2023, and, with good cause having been demonstrated and no timely objection to said Petition received, it is ORDERED that: Great Northern Insurance Company and Chubb Group Los Angeles is hereby dismissed as party defendant without prejudice.” The order dismissing was served September 5, 2023. It is unclear why the WCJ added the handwritten notation that: “Parties have 20 + 5 days to object,” but in any event, the record does not contain any objection to the order, and it is effective as of September 5, 2023.

On September 20, 2023, at trial before WCJ Woo, the matter was taken off calendar. The minutes state that:

8 ORDERS FOR DISMISSAL OF PARTY DEFENDANT GREAT NORTHERN INSURANCE CO., ADMIN. BY CHUBB ISSUED TODAY.
PETITION FOR COST AND SANCHEZ [sic] FILED BY DEFENDANT IS DEFERRED.

Also, on September 20, 2023, WCJ Woo issued similar orders dismissing, but without the handwritten notation, pursuant to separate petitions to dismiss by Great Northern, in the other eight cases as follows: ADJ16601667 (*Cervantes*); ADJ16601672 (*Sandoval*); ADJ16616260 (*Lopez*); ADJ16616263 (*Rivas*); ADJ16621930 (*Lopez*); ADJ16703822 (*Gonzalez*); ADJ16860776 (*Monroy*); and ADJ16984341 (*Zuniga*). None of the orders dismissing reference the petition for costs.

On September 12, 2023, Great Northern filed an “Amended Consolidated Petition for Costs” in all nine cases.

On March 11, 2024, the District Office received returned mail stamped “Return to Sender” “Forward Time Exp” consisting of a Notice of Hearing served on employer MDRN Staffing Inc.

At trial on June 3, 2024, the minutes reflect all nine cases were taken off calendar. The minutes state that:

COST AND SANCTIONS FOR LACK OF DUE DILIGENCE IN FILING 9 CLAIMS AGAINST WRONG CARRIER. DEFENDANT HAS BEEN DISMISSED AS A PARTY DEFENDANT AND HAS NO STANDING TO TAKE THESE MATTERS TO TRIAL.

On June 12, 2024, Great Northern filed a Petition for Removal in response to the order taking the case off calendar. Great Northern alleged that despite the orders of dismissal, the issue of its petition for costs was deferred on September 20, 2023. It did not address why the orders did not refer to the petition for costs. It specifically refers to section 5813 as the basis for its petition for costs.

The WCJ thereafter issued an order vacating the order taking the case off calendar on June 20, 2024. The order advised counsel for Great Northern to file a Notice of Representation prior to the next hearing. The Notice of Representation was filed on July 29, 2024.

Great Northern filed a “Defendant’s Second Amended Consolidated Petition for Costs” in all nine cases on January 22, 2025.

Great Northern filed a “Defendant’s Third Amended Consolidated Petition for Costs” in all nine cases on July 3, 2025.

On October 29, 2025, the matter proceeded to trial.

The parties stipulated in ADJ16659537 (*Mendoza*) that applicant, while employed during the period of April 15, 2021 through April 15, 2022, as a machine operator, by MDRN Staffing, Inc., claims to have sustained injury arising out of and in the course of employment (AOE/COE); and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16601667 (*Cervantes*) that applicant, while employed during the period of July 20, 2021 through July 20, 2022, as a general laborer, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16703822 (*Gonzalez*) that applicant, while employed during the period of June 29, 2021 through June 29, 2022, as a production line cook, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16616260 (*Lopez*) that applicant, while employed during the period of January 5, 2022 through June 22, 2022, as a production line cook, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16984341 (*Zuniga*) that applicant, while employed during the period of June 28, 2021 through April 28, 2022, as a packer, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16601672 (*Sandoval*) that applicant, while employed during the period of July 23, 2021 through July 23, 2022, as a production/cook, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16860776 (*Monroy*) that applicant, while employed during the period of July 23, 2021 through July 23, 2022, as a sanitation worker/cleaning machines, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16616263 (*Rivas*) that applicant, while employed during the period of December 21, 2021 through June 22, 2022, as a warehouse worker, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

The parties stipulated in ADJ16621930 (*Lopez*) that applicant, while employed during the period of December 21, 2021 through June 22, 2022, as a maintenance worker/machine cleaner, by MDRN Staffing, Inc., claims injury AOE/COE; and that at the time of injury, the employer was uninsured.

They further stipulated that: “trial is only on Cost Petitioner’s petition for costs and sanctions.” The single issue was listed as “[c]osts and sanctions for lack of due diligence and claim filing by Applicant Attorney.”

The Minutes of Hearing (MOH) do not reflect that the WCJ issued a notice of intention, and the other minutes simply state that the “matter stands submitted.” The record does not contain a separate notice of intention.

On November 24, 2025, the F&O issued. It stated that:

IT IS FOUND that Attorney Carl A. Feldman acted frivolously and with careless disregard in filing nine (9) application for adjudication of claim without conducting any investigation to determine the proper party to be joined. As a result of this callous disregard for the truth, lack of any due diligence, and bad faith delay tactics, Attorney Carl A. Feldman and/or his firm is ordered to pay cost and sanctions as follows:

AWARD

IT IS ORDERED that:

1. Per Labor Code §5813, Attorney Carl A. Feldman is ordered to pay Cost Petitioner (formerly defendant) reasonable attorney fees, cost and expenses in the amount of \$1000 on each of the nine (9) cases for needless having to retain counsel and incurring cost and expenses in defending all nine cases.

2. In addition, per WCAB Rule §10421(b), Attorney Carl A. Feldman is ordered to pay Cost Petitioner (formerly defendant) sanctions in the amount of \$500 on each of the nine (9) cases for frivolously filing nine Applications against the same wrong insurance carrier and third party administrator without conducting any due diligence to determine who is the proper party defendant. A simple coverage inquiry search on the WCIRB website would have shown that this employer MORN Staffing did not have any evidence of coverage. Moreover, sanctions are issued for Attorney Carl A. Feldman's failure to manage or supervise his subordinates in causing frivolous bad faith delay tactics.

In total, Attorney Carl A. Feldman and/or Law Offices of Carl A. Feldman is ordered to pay Cost Petitioner (formerly defendant) \$13,500 in cost under Labor Code §5813 and sanctions under WCAB Rule 10421(b).

III.

We observe that 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.

1.

In response to a consolidation request “for the limited purpose of addressing the issues of Coverage and Costs,” the PWCJ issued an order of consolidation which included “consolidation is for discovery purposes only” and that “[f]urther consolidation will be determined by the trial judge assigned to these cases.”

Thereafter it was separately ordered in each of the nine cases that “Great Northern Insurance Company and Chubb Group Los Angeles is hereby dismissed as party defendant without prejudice.” The record contains no objection to the orders dismissing.

It is clear the order of consolidation was an interim order of limited scope for the sole purpose of discovery. Once Great Northern was dismissed, the purpose of the order of consolidation was no longer present. The order of consolidation by its very terms acknowledged “[f]urther consolidation will be determined by the trial judge assigned to these cases.” As there were no further orders of consolidation these cases remained consolidated solely for discovery purposes, and after Great Northern was dismissed, the foundation for consolidation no longer existed.

Further consolidated proceedings were not appropriate and exceeded the scope of the order consolidating. As Great Northern was dismissed as a party, there is no longer a need for consolidated discovery and, therefore, we will rescind the order consolidating.

2.

The trial proceedings in this matter suffer from a fundamental defect rendering them invalid. This is because employment is a foundational element upon which workers’ compensation jurisdiction is premised and must be established as a threshold issue first.

Workers’ compensation benefits can be awarded only when the claimant has sustained a compensable injury. (*Industrial Indem. Co. v IAC (Keller)* (1951) 103 Cal.App.2d 249, 250 [16 Cal.Comp.Cases 171].) To be compensable, an injury must meet the conditions of compensation set out in section 3600, which includes that “both the employer and the employee are subject to the compensation provisions.” (Lab. Code § 3600(a)(1).) Workers’ compensation jurisdiction requires there be an employer subject to the compensation provisions.

“When the possibilities exist of joint employment or employment by one party through an agency contract with another party and where the claims of the several parties are intertwined and interrelated, it is simply improvident to attempt to adjudicate the issue of employment with respect to one defendant at a time.” (*Arias v. WCAB*, (1983) 146 Cal.App.3d 813, 820 [48 Cal.Comp.Cases 659].) It appears no employer has made an appearance here.

“The Appeals Board or a workers’ compensation judge may order the joinder of additional parties not named in the Application for Adjudication of Claim, *whose presence is necessary for the full adjudication of the case.*” (Cal. Code Reg., tit. 8, § 10382, emphasis added.) Great Northern

alleges that eight of the applicants were employed by Passport Foods, that Passport Foods carried workers' compensation coverage, and that MDRN Staffing Inc. has no record of the ninth applicant. It is unclear why Passport Foods was not joined as a party as a possible employer.

In addition to joinder, it is important that a party be properly served with notice of the proceedings such that they have an opportunity to participate therein.

“The Board ‘is bound by the due process clause of the Fourteenth Amendment to the United States Constitution to give the parties before it a fair and open hearing’” (*Rucker v. Workers’ Comp Appeals Bd.* (2000) 82 Cal.App.4th 151, 157-158 [65 Cal.Comp.Cases 805], citing *Kaiser Co. v. Industrial Acc. Com.* (1952) 109 Cal.App.2d 54, 58 [17 Cal.Comp.Cases 21].) Due process requires that a claimant must obtain personal jurisdiction over the employer from whom benefits are sought and in doing so, provide the employer with notice of the claim. (See Lab. Code, §§ 3755-3759.) Here, however, the record does not reflect an appearance by alleged defendant MDRN Staffing Inc., in any form, and it does not appear that any of the nine applicants ever presented themselves at the WCAB.⁴

Before any proceedings on employment or proceedings on issues that are derivative of employment can occur, due process requires joining potential employers whose presence is necessary for the full adjudication of the case. In addition to joinder, for those parties who do not make a general appearance, they must be provided notice of the proceedings in a way that affords due process.

Furthermore, it is stipulated that MDRN Staffing Inc. is uninsured, and no effort appears to have been made to join or give notice to either a general employer or the general employer's insurer. The Uninsured Employers Benefits Trust Fund (UEBTF) “shall have no liability to pay compensation, nor shall it be joined in any appeals board proceeding, unless the employer alleged to be illegally uninsured shall first either have made a general appearance or have been served with the application specified in Section 3715 and with a special notice of lawsuit issued by the appeals board.” (Lab. Code § 3716(d).) “The application and special notice of lawsuit may be served, within or without this state, in the manner provided for service of summons in the Code of Civil Procedure.” (Lab. Code § 3716(d)(1).)

⁴ Of note, it appears the District Office received returned mail on March 11, 2024, consisting of a Notice of Hearing (Trial) sent to MDRN Staffing Inc., the alleged employer.

While proceeding against a potentially uninsured employer without joinder of the UEBTF is possible, it is not advisable. Not only does proper joinder of the UEBTF allow the Appeals Board and parties access to the skills and resources of the UEBTF, service in conformance with the Code of Civil Procedure of the application and special notice of lawsuit on the alleged employer assuages any concern about establishing personal jurisdiction over that employer.

Before any further proceedings regarding employment or coverage occur, it is important that the parties whose presence is necessary for the full adjudication of the case be joined and provided with due process notice of the proceedings. This is because “it is simply improvident to attempt to adjudicate the issue of employment with respect to one defendant at a time.” (*Arias, supra*, at p. 820.)

Dismissal of a party without prejudice does not equal a finding of no liability. Indeed, no matter how unlikely it is that an injury presented here would be found to be covered by Great Northern, until a final determination of employment and coverage is made, it remains possible that Great Northern’s coverage is involved. Therefore, it was premature to consider any consequences from having named Great Northern as a party.

At trial, applicants’ representative and Great Northern stipulated that all nine applicants were employed by MDRN Staffing Inc., and that the employer was uninsured. (Minutes of Hearing, October 29, 2025, pp. 2–8.) These stipulations were entered into without an appearance by alleged employer MDRN Staffing Inc. and would therefore not be binding on MDRN Staffing Inc.⁵ Hence, these stipulations appear to be at odds with the limited evidence in the record and may not be supported. Unfortunately, the F&O and Opinion on Decision do not explicitly address these questionable stipulations, and since the applicants and the alleged employers were never present at any of the proceedings, we are unable to ascertain the basis for the stipulations. (Lab. Code, § 5702.)

3.

We now turn to the petitions for costs and the issue of sanctions.

A petition for costs “seeking reimbursement of an expense or payment for service” not allowable as a lien and may only be filed by “(1) An employee or the dependent of a deceased employee; (2) A defendant; or (3) An interpreter.” (Cal. Code Reg., tit. 8, § 10545(a).) And further, “[a] petition for costs submitted by any person or entity not listed in subdivision (a) *shall be*

⁵ It is clear that alleged employer MDRN Staffing Inc., is a required party when issues of employment are presented.

deemed dismissed by operation of law and shall not toll or extend any statute of limitations.” (Cal. Code Reg., tit. 8, § 10545(f), emphasis added.)

Once Great Northern was dismissed, it no longer had standing as an employee, dependent, defendant, or interpreter to file a petition for costs. Consequently, Great Northern’s petition for costs was dismissed by operation of law. No subsequent filing cured this defect, and all the petitions for costs filed by Great Northern remain dismissed.

Moreover, as was discussed above, Great Northern has vociferously argued that they were not a proper defendant. Thus, while we need not decide whether Great Northern was a true “defendant” as contemplated by WCAB Rule 10545, it appears that filing the petition for costs in the guise of a party was at best disingenuous. We also note that Great Northern’s argument that the issue of the petition for costs was deferred on September 20, 2023 is not well-taken, as the nine actual orders dismissing contain no such reservation of rights.

We further note the original petition for costs filed by Great Northern was subject to dismissal independent of subsection 10545(a). “A petition for costs *shall not be filed or served until at least 60 days after* a written demand for the costs has been served on” the entity from whom the costs are claimed and a “petition that fails to comply with these provisions *may be dismissed.*” (Cal. Code Reg., tit. 8, § 10545(e), emphasis added.)

Here the original petition for costs indicates defendant “wrote to Applicant’s Attorney 1/5/23 with said information requesting to be dismissed.” (Petition for Costs, March 2, 2023, p. 2, lns 5-7.) If the petition is interpreted liberally as meaning a written demand for the costs was served on January 5, 2023, then the earliest day a petition could be filed would be sixty days later on March 6, 2023. The petition was filed March 2, 2023, and as such is subject to dismissal for having been filed prematurely.

We also note the petition apparently failed to include the required “copy of the written demand, together with a copy of its proof of service.” This also left the petition subject to dismissal. (Cal. Code Reg., tit. 8, § 10545(e)(1).)

Under WCAB Rule 10545(g), that Appeals Board may issue a notice of intention to allow or disallow the costs in the petition, and if there is no objection, the WCJ may issue an order “consistent with the notice of intention” or set the matter for hearing. (Cal. Code Regs., tit. 8, § 10545(g).) Here, there was no notice of intention by the WCJ that costs would be awarded. Instead, the matter was set for a hearing, and even at or following the hearing, the WCJ never issued a

notice of intention. (See Cal. Code Regs., tit. 8, § 10832.) Consequently, applicant's representative was not provided with notice and an opportunity to be heard as to the basis for imposing costs. And, we are left with no understanding of the legal basis for the award of costs, other than the WCJ's apparent reliance on section 5813 and WCAB Rule 10421 (Cal. Code Regs., tit. 8, § 10421).

Under WCAB Rule 10545(h), sanctions may be sought for "the failure to promptly make good faith payments on the costs sought by the petition." (Cal. Code Regs., tit. 8, § 10545(h).) There is no provision in WCAB Rule 10845 that allows a cost petitioner to seek sanctions for the type of conduct that Great Northern alleges occurred here. Since Great Northern was not seeking costs and sanctions for applicant's attorney's failure to make payments, and was not seeking any other relief, even if the petitions had been valid, there was simply no legal basis to adjudicate them.

We note that section 5813 makes clear that sanctions may be imposed against a party for attorney's fees and costs "incurred by another party." As explained above, Great Northern is no longer a party (see Cal. Code Regs., tit. 8, § 10305(q)), and as a cost petitioner, it does not have standing to seek sanctions under section 5813 except as specified under WCAB Rule 10545(h).

Here the original petition for costs was dismissed by operation of law. As explained above, it could not have been the basis for any proceedings, and, therefore, the resulting F&O is void and must be vacated.

IV.

Following our independent review of the record, and for the reasons stated above, we grant applicant's December 19, 2025 Petition for Reconsideration, we vacate the November 24, 2025 Findings and Order, and we rescind the May 19, 2023 order of consolidation.

For the foregoing reasons,

IT IS ORDERED that applicant's December 19, 2025 Petition for Reconsideration is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the November 24, 2025 Findings and Order issued by the WCJ is **VACATED**.

IT IS FURTHER ORDERED that the Order of Consolidation for Discovery issued by the PWCJ on May 19, 2023 is **RESCINDED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

I CONCUR,

/s/ CRAIG L. SNELLINGS, COMMISSIONER

/s/ JOSÉ H. RAZO, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

March 13, 2026

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

**LAW OFFICES OF CARL FELDMAN
GALE, SUTOW & ASSOCIATES**

PS/oo

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