

1 **THE BOARD FOR ADMINISTRATION OF THE**
2 **SUBSEQUENT INJURY ACCOUNT**
3 **FOR SELF-INSURED EMPLOYERS**

3 ***

4 **In re: Subsequent Injury Request for Reimbursement**

5 **Claim No.:** **EW89-00213**
6 **Date of Injury:** **May 28, 1989**
7 **Insurer:** **Marnell Corrao Associates**
8 **Employer:** **Edgewater Hotel & Casino**
9 **Third-Party Administrator:** **Nelson Davison Administrators**
10 **Submitted By:** **Insurance Recovery Group** /

11 **FINDINGS OF FACT,**
12 **CONCLUSIONS OF LAW**
13 **AND DECISION OF THE BOARD**

14 On April 30, 2014, the above-captioned case came for hearing before the Board for the
15 Administration of the Subsequent Injury Account (the Account) for Self-insured Employers
16 ("Board") as a request for a supplemental payment. SR1. On April 22, 2013, Insurance Recovery
17 Group (IRG) requested supplemental reimbursement in the amount of \$38,342.88, on behalf of
18 the decertified self-insured employer, Marnell Carrao Associates (Marnell Carrao). *Id.* The
19 verified amount was \$38,325.85. *Id.* The Administrator recommended denial of the claim
20 because Marnell Carrao was not a certified self-insured employer at the time of this request for
21 supplemental payment. SR2. Stated as a legal issue, the question is whether Marnell Carrao is a
22 proper party to appear before the Board to request reimbursement. CB 1Tr. pp. 16;25, 17;1-4. ¹

23 The injured employee worked for the Edgewater Hotel and Casino (Edgewater). SR1.
24 She was injured on May 28, 1989. *Id.* This claim was initially accepted for reimbursement by the
25 Account on or about August 31, 2000. *Id.* The instant claim is the third supplemental request on
26 this account. *Id.* The previous, second supplemental request was approved on April 19, 2007. *Id.*

27 ¹The transcripts and exhibits used in this Decision are designated first by the case. EW for the
28 instant matter, the Edgewater Hotel Casino, and CB for the Colorado Belle Hotel & Casino (CE-
0101861). Thus, "EW Tr." will designate the single transcript for the Edgewater Hotel Casino hearing
held on April 30, 2014, citing page and line. While "CB 1Tr." and "CB 2Tr." stand for the transcripts
dated March 27, 2014, and April 30, 2014, for the Colorado Belle, respectively, citing page and line. SR
stands for the Administrator's May 9, 2013, Staff Report regarding the Edgewater Hotel Casino,
followed by the page number from the Staff Report.

1 The record does not indicate when the first supplemental request was made or accepted.
2 However, the initial claim and the second supplement were made by Mandalay Bay Resort Group
3 (Mandalay),² the employer at the time of these events. *Id.*

4 Immediately before the April 30th hearing on Edgewater, the Board upheld the
5 Administrator's recommendation to deny the request for the Colorado Belle Hotel and Casino
6 (Colorado Belle), claim CE-0101861. CB 2Tr. p. 44;7-18. The Colorado Belle is also owned by
7 Marnell Carrao. CB 1Tr. pp. 34;14-25, 35;10-16. Marnell Carrao's obligation for the two claims
8 arose out of its purchase of two Laughlin properties, the Colorado Belle and the Edgewater, from
9 Mandalay. *Id.* As part of the transaction, Marnell Carrao assumed liability for all of Mandalay's
10 workers compensation claims, past and present, arising from these properties. At the time of the
11 conveyance, Marnell Carrao had for several years been a decertified self-insured employer. CB
12 1Tr. p. 11;18-22. CB 1Tr. p. 35;10-16. At the time, Marnell Corrao's workers' compensation
13 insurance was provided by Employers Insurance Company of Nevada (EICON). CB 1Tr. p.
14 34;16-18. For some unknown reason, EICON would not allow Marnell Corrao to roll the claims
15 it assumed from Mandalay into the existing insurance program. CB 1Tr. p. 34;18-21. Initially,
16 Mandalay administered the claims for Marnell Carrao, while passing on the associated costs to
17 Marnell Carrao. CB 1Tr. 35;10-16. This, however, was not a permanent solution. CB 1Tr. p.
18 35;10-22. Eventually, Marnell Carrao reached an agreement with the Division of Insurance to
19 administer the worker's compensation claims under Marnell Carrao's decertified self-insurer's
20 certificate. CB 1Tr. pp. 34;21-24, 35;10-22. The DIR, however, never agreed to this
21 arrangement. CB 1Tr. p. 47;11-19.

22 Currently, IRG has requested supplement reimbursement from the Account for both of
23 Marnell Carrao's claims. SR1. As the result of the common nexus of fact and law, the DIR and
24 the Applicant stipulated to the use of the record for the Colorado Belle. EW Tr. pp.6;6-24,7;6-24.

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28 ²Mandalay Bay Resort Group was subsequently purchased by MGM Resorts. CB 1Tr. p. 35;13-16. However, for the purposes of this Decision, the name Mandalay will be used for both companies.

1 In Colorado Belle, the applicant made two key arguments. The first was that the
2 applicable statutes should be read to include an exception to the definition of a self-insured
3 employer in this very limited circumstance. The problem with this argument is that the Board
4 does not have the authority to interpret statutes in a manner which contradicts the express
5 language of a statute. *See generally, Hotel Employees & Rest. Employees Int'l Union, AFL-CIO*
6 *v. State ex rel. Nevada Gaming Control Bd.*, 103 Nev. 588, (1987). The applicant's second
7 argument is for equity. This argument is that this situation arose as the result of actions beyond
8 Marnell Carrao's control, specifically the decisions of EICON and the Division of Insurance.
9 Their joint actions resulted in Marnell Carrao assuming this obligation as a decertified self-
10 insured employer. The problem with this argument is that redress of Marnell Carrao's problem
11 would be to the detriment of all of the regular self-insured employers. CB 2Tr. pp. 21-23.

12 FINDINGS OF FACT

13 1. On May 28, 1989, the original injury occurred. *See*, Exhibit 1, SR 1, admitted
14 into evidence without objection.

15 2. On August 31, 2000, the claim was originally approved by the Board. *Id.*

16 3. On February 1, 2001, Marnell Carrao was decertified as a self-insured employer.
17 CB 1Tr. p. 21;10. The employee was injured on May 28, 1989, while working for Edgewater.
18 The claim was originally approved on August 31, 2000. The insurer was Mandalay Resort
19 Group. SR1. Marnell Carrao Associates has no standing as the self-insured employer for this
20 claim, since the claim originated with the insurer now known as MGM Resorts International.
21 SR2.

22 4. A chronology shows that the injury occurred and the claim was accepted for
23 payment before Marnell Carrao was decertified as a self-insured employer. *See*, Exhibit 1, SR1.

24 5. The date of the first request for supplemental reimbursement is not in the record.
25 However, the second supplemental request was approved on April 19, 2007. *Id.* The original and
26 the second supplemental claims were made by Mandalay, or its predecessor, and not by Marnell
27 Carrao. *Id.*

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1 6. On April 22, 2013, IRG made the instant third request for supplemental
2 reimbursement. *Id.*

3 7. On May 9, 2013, the Administrator's recommendation to deny this claim for
4 supplemental reimbursement was served on IRG. SR4.

5 8. On October 23, 2013, Michael Levin, on behalf of IRG, timely requested a
6 hearing to challenge the DIR's recommendation with the Board of the Subsequent Injury Account
7 for Self-insured Employers (SIE). *See*, Exhibit 4, admitted into evidence without objection.

8 9. On April 30, 2014, the same day as the second hearing on the Colorado Belle,
9 this matter came for a contested hearing. EW Tr. p. 1, CB 2Tr. p.1.

10 10. Present, personally, in the Henderson DIR offices were Chairman RJ LaPuz and
11 members Amy Wong and Kelly Leerman. EW Tr. p. 2. Tina Sanchez was absent. Also
12 personally present were Jacque Everhart, Board Liaison for the Administrator of the DIR, Donald
13 Smith, Esq., legal counsel to the Administrator, and Charles R. Zeh, Esq., The Law Offices of
14 Charles R. Zeh, Esq., Legal Counsel to the Board. *Ibid.* Nancy Helmbold, Esq., of Lewis
15 Brisbois Bisgaard & Smith LLP, appeared telephonically. *Ibid.* In accordance with the Nevada
16 Open Meeting Law, each Board member participating in the meeting either had before him or her
17 all written materials to be considered during the deliberations, or was obliged to refrain from
18 voting if not in possession of the materials.

19 11. The documents initially marked for identification were:

20 Exhibit 1: Staff Report, dated May 9, 2013, with eight pages of attachments and one
21 page of disallowances.

22 Exhibit 2: Letter from Charles R. Zeh, Esq., dated August 5, 2013, to Cassie Semone
23 of IRG, advising that the hearing in this matter for July 25, 2013, was
continued to August 22, 2013.

24 Exhibit 3: Letter dated October 7, 2013, from Charles R. Zeh, Esq., to Ms. Semone,
25 advising of the meeting of September 18, 2013. The Board voted
tentatively to deny the application for reimbursement.

26 Exhibit 4: Letter dated October 23, 2013, from Michael Levin to Charles R. Zeh,
27 Esq., advising that the Applicant for reimbursement was requesting a
hearing.

28 Exhibit 5: Waiver signed by Nancy Helmbold, dated April 8, 2014.

1 Exhibit 6: Exhibit packet, dated April 16, 2014, with 150 pages of material.

2 12. Neither Ms. Helmbold nor Mr. Smith objected to the introduction of these
3 documents into evidence. Therefore, Exhibits 1 through 6, were admitted by the Chairman into
4 evidence, except that the identity of the injured worker was redacted to provide additional
5 protection. EW Tr. pp. 6;12-25, 7;1-5.

6 13. Kelly Leerman disclosed that her employer, the City of Las Vegas, uses Cannon
7 Cochran Management Services, Inc. (CCMSI) as its third-party administrator and that CCMSI
8 uses the law firm of Lewis Brisbois Bisgaard & Smith LLP. However, Member Leerman did not
9 believe that this tenuous relationship interfered with her ability to assess the claim and would,
10 therefore, participate in the disposition of this matter. CB 1Tr. pp. 31;15-25, 32;1-8.

11 14. Amy Wong disclosed that her employer, the City of Henderson, uses the law firm
12 of Lewis Brisbois Bisgaard & Smith LLP. She did not believe that she had a conflict of interest
13 and would, therefore, participate in the disposition of this matter. CB 1Tr. p. 31;6-9, EW Tr. p.
14 3;10-11.

15 15. As three Board members were available to decide this case, a quorum was present
16 for the Board to convene and conduct business. EW Tr. p. 2.

17 16. Mr. Zeh advised that this was a companion case to the Marnell Corrao, Colorado
18 Belle matter which the Board had just heard. Consequently, the record for the Colorado Belle
19 matter and the legal arguments thereon could be used for both.

20 But is there a stipulation that the record from Colorado Belle can be made the
21 record for this matter as well? And in saying that, I'm including the record
22 established in the hearing of March 27th, 2014, as well as the proceedings this
23 morning, April 30th. As discussed prior to this hearing today on this matter, this
24 case is virtually -- well, it is identical to the Colorado Belle Hotel & Casino case,
25 Claim Number CE-0101861. **And I believe that the State and the applicant**
26 **would be willing to stipulate to having the record established for the**
27 **Colorado Belle matter become the record both in terms of all of the facts and**
28 **legal argument and would basically transport that record to make it the**
record for this matter also for the Board subject to the Board also actually
moving to either accept or reject the claim.
EW Tr. p. 7;6-17 (Emphasis added).

17. Thereafter, Ms. Helmbold, on behalf of the Applicant, and Mr. Smith, on behalf
of the Administrator, stipulated that the law and facts of the preceding case could become the

1 record for this case, as well, given the nearly identical facts and issues before the Board. EW Tr.
2 pp. 6;6-25, 7;1-25, 8;1-3.

3 18. The stipulation was accepted by the Board, with the Board free to ask additional
4 questions and hear additional testimony if offered. EW Tr. p. 7;3-25, 8;1-9.

5 19. No further questions were raised by the Board. Neither the Applicant nor the DIR
6 offered additional testimony and/or evidence, both standing on the record developed in the
7 Colorado Belle matter. EW Tr. p. 7;10-25, 8;1-3.

8 20. The Applicant failed to distinguish the Edgewater matter from the Colorado Belle
9 as it relates to the timing of the injury verses the decertification. In Edgewater, the employer was
10 a certified self-insured employer both at the time of the initial injury and when the initial claim
11 was approved by the account.

12 21. At the conclusion of the hearing of April 30, 2014, Chairman LaPuz called for a
13 motion. EW Tr. p. 8;17-19.

14 22. Member Wong moved to accept the Administrator's recommendation to decline to
15 reimburse Marnell Corrao and, therefore, to reject the supplemental application for
16 reimbursement of a previously approved claim. EW Tr. p. 8: 20-24.

17 23. Member Leerman seconded the motion. EW Tr. p.9;1.

18 24. Three members voted in favor of the motion. The final tally was three votes in
19 favor and no votes in opposition. EW Tr. p. 9;2-10.

20 25. To the extent that the Conclusions of Law which follow constitute Findings of
21 Fact, they are incorporated herein.

22 **CONCLUSIONS OF LAW**

23 1. To the extent any of the preceding paragraphs constitute Conclusions of Law or
24 mixed finding of fact and Conclusions of Law, they are incorporated herein as additional
25 Conclusions of Law as well.

26 2. The Board has jurisdiction to hear this case because the Applicant met all
27 deadlines for pursuing this application.

28 3. A quorum of the Board was present to hear this matter and make its decision.

1 4. The burden of proof is upon the Applicant to show entitlement to reimbursement
2 by establishing, upon a preponderance of the evidence, that all the eligibility requirements for
3 reimbursement from the Subsequent Injury Account have been met. *See, McClanahan v. Raley's*
4 *Inc.*, 117 Nev. 921, 34 P.3d 573, 576 (2001); *cf.*, NRS 616C.150(1).

5 5. As stated above, the Applicant and the DIR stipulated that "the record and all
6 legal arguments" would transport from the Colorado Belle, Case No. CE-0101861, to this matter,
7 the Edgewater EW89-00213.³

8 6. The Applicant contends that it makes no difference that Marnell Carrao is
9 presently a decertified self-insured employer, because the claim was approved for reimbursement
10 before the decertification. Stated another way, the Board's approval runs with the claim, not with
11 the Applicant who submits the claim. CB 1Tr. p. 14;17-22, CB 2Tr. p.43;6-12.

12 7. The Applicant would, therefore, engraft an exception to NRS 616A.305 which
13 would state something like, "the Subsequent Injury Account was created for certified, self-
14 insured employers, except where a non-certified employer is in possession of a claim which has
15 been previously approved."

16 8. The Applicant, therefore, raises a question of statutory interpretation. Do NRS
17 616B.554(1)⁴, NRS 616B.300(6)⁵ and NRS 616A.305⁶, allow for circumstances where a
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19 ³A comprehensive set of legal arguments in this matter are found in the Decision of the Board on
20 the Colorado Belle. This Decision discusses only the Applicant's main argument and the distinct timing
21 issue of this case.

22 ⁴"There is hereby created in the Fund for Workers' Compensation and Safety in the State
23 Treasury the Subsequent Injury Account for Self-Insured Employers...." NRS 616B.554(1).

24 ⁵"The Account for Self-Insured Employers is hereby created in the State Agency Fund for Bonds.
25 All money received by the Commissioner pursuant to this section must be deposited with the State
26 Treasurer to the credit of the Account for Self-Insured Employers. All claims against this Account must
be paid as other claims against the State are paid." NRS 616B.300(6).

27 ⁶"'Self-insured employer' means any employer who possesses a certification from the
28 Commissioner of Insurance that the employer has the capability to assume the responsibility for the
payment of compensation pursuant to Chapters 616A to 617, inclusive of NRS 616A.305."

1 decertified employer may be reimbursed from the Subsequent Injury Account for Self-insured
2 Employers?

3 9. It is well settled that in matters of statutory interpretation, analysis begins with
4 the language employed in the statute being interpreted. *See, Las Vegas v. Walsh*, 121 Nev. 899,
5 903, 124 P.3d. 203 (2005).

6 10. It is also well settled that the words employed in a statute are to be given their
7 plain and ordinary meaning, *see, Barrick Goldstrike Mines v. Peterson*, 116 Nev. 541, 545
8 (2000), that where a statute is unambiguous, the Court is not to stray beyond the words employed
9 to determine the statute's meaning, *see, Nelson v. Heer*, 123 Nev. 217, 224, 163 P.3d. 420
10 (2007), and that where a statute is susceptible of only one interpretation, it is unambiguous. *Ibid.*

11 11. None of the statutes, NRS 616B.554(1), NRS 616B.300(6) or NRS 616A.305, are
12 reasonably susceptible to more than one interpretation. Nothing contained in the plain wording of
13 any of the three statutes makes an exception that would permit the Board to ignore the fact that it
14 had before it a decertified employer who failed to meet the statutory definition of a self-insured
15 employer. NRS 616B.554(1) and NRS 616B.300(6) make clear that the Subsequent Injury
16 Account is reserved for self-insured employers, only. NRS 616A.305 makes it abundantly clear
17 that a self-insured employer is one that is certified by the Commissioner of Insurance, not one
18 that had been certified. The present tense of the statute makes this abundantly clear.

19 12. As these statutes are unambiguous and clear on the point, as a matter of statutory
20 interpretation, the Applicant's theory that supplemental claims run with the initial claim, not the
21 Applicant seeking reimbursement, fails muster. In short, if one is not a certified self-insured
22 employer, one need not apply to the Board for reimbursement.

23 13. The Applicant's view of NRS 616B.554(1), NRS 616B.300(6) and NRS 616A.305
24 fails muster because the Applicant wants the Board to engraft a non-existent exception onto each
25 of the three statutes.

26 14. Had the Applicant argued its case for the Edgewater instead of folding all of the
27 facts and reasoning into Colorado Belle, it may have noted that Edgewater has a factual
28 distinction from the Colorado Belle. Unlike the Colorado Belle, the original injury occurred and

1 the claim was accepted by the account before Marnell Carrao decertified as a self-insured
2 employer. SR1. Thus, the Applicant's equity argument would, at first blush, appear more
3 compelling. The employee was injured on May 28, 1989, while working for Edgewater. The
4 claim was originally approved on August 31, 2000. The insurer was Mandalay Resort Group,
5 SR1. A second supplemental reimbursement was approved, as indicated, April 19, 2007.
6 Mandalay was the reimbursee. Marnell Corrado had ceased being a self-insured on February 1,
7 2001. The instant claim for reimbursement is dated April 22, 2013, more than 12 years after
8 Marnell Corrado stopped paying into the Account

9 15. Unfortunately, the Applicant's concept of fairness for itself would disadvantage all
10 of the other certified self-insured employers. .

11 16. All self-insured employers are required to pay subsequent injury account
12 assessments into a pool which funds the Account. NRS 616C.265(4).

13 17. Those assessments fund the, "... amount of the expected annual expenditures for
14 claims of an insurer ... [which is determined based upon] the annualized average of his or her [the
15 self-insured's] expenditures for claims made during the 3 previous calendar years unless by the
16 number of years, ... " NAC 616B.719(1).

17 18. The regulation goes on to state that the, "...annualized average will be calculated by
18 dividing the total expenditures for claims for the 3 previous calendar years by the number of
19 years, or portion thereof, for which claims are reported." NAC 616B.719(2).

20 19. Thus, the Administrator takes a three year look back at the annualized average to
21 determine what the self-insured employer is to pay in assessments for the current year at issue.

22 20. A certified self-insured employer is obligated to report claim expenditures,
23 annually. NAC 616 B.713-719. No such requirement is imposed upon non-certified employers.
24 They make no report on expenditures and, therefore, are not taxed any assessments which are
25 added to the reservoir of funds available to reimburse self-insureds.

26 21. This annualized reporting is the basis upon which the three year average is
27 determined, by which the certified self-insured employer is assessed its contribution to the
28 Subsequent Injury Account to assure liquidity of the fund. *See*, NAC 616B.714.

1 22. The assessments are intended to provide for equitable treatment of the self-
2 insureds. *See*, NRS 616B.554(6).

3 23. The statutory and regulatory framework clearly contemplates continued
4 contributions to underwrite the claim, as additional costs are incurred and reimbursement
5 correspondingly sought, to cover the on-going expenditures incurred towards the claim.

6 24. The facts of this claim show that this supplemental claim for reimbursement has
7 not been funded. Marnell Carrao decertified on February 1, 2001, as indicated. The costs that
8 comprise this supplemental claim were not incurred until after Marnell Carrao stopped being
9 assessed costs and making payments to the Account, given that Marnell Carrao ceased being
10 assessed contributions to the Account as of February 1, 2001, and Mandalay was the employer
11 being reimbursed as of 2007, when it would have been assessed by the Account or the self-
12 insured employer associated with the claim. It is beyond dispute that if Marnell Carrao were to
13 be reimbursed the costs associated with this supplemental claim, it would be reimbursed with
14 funds others contributed to the Account. Marnell Carrao would have contributed not one dollar
15 to the reserve of funds available to underwrite the supplemental claim. Marnell Carrao, thus,
16 would be borrowing or taking the funds of others as Marnell Carrao would not have paid any
17 assessments into the Subsequent Injury Account to support the payment of supplemental
18 reimbursement for this previously approved claim. CB 1Tr. pp. 13;21-25, 14;14-16, 40;17-19,
19 41;1-4, CB 2Tr. p. 21;5-8 and SR2.

20 25. Should the Account accept this third supplemental request for reimbursement,
21 Marnell Corrao would be funded at the expense of others. Any funding that the claim might
22 receive from the Account would come from the contributions of all of the currently certified self-
23 insured employers. This would result in an increased expense to the pool of money without any
24 offsetting contribution from Marnell Carrao. Moreover, it might increase the cost to all of the
25 certified self-insured employers, because the Subsequent Injury Account would, hereafter, have
26 to consider potential payments to employers who do not contribute to the fund.

27 26. Thus, the Applicant's fairness argument fails, because an equitable distribution
28 would not occur. Given that the claim for supplemental reimbursement is patently unfunded by

1 either the Mandalay or Marnell Corrao and, thus, would be underwritten by funds contributed by
2 other employers, this situation seems to be hardly consistent with any objective understandings of
3 fairness or equity. CB 1Tr. pp. 13;21-25, 14;14-16, 40;17-19, 41;1-4, CB 2Tr. pp. 12;19-24,
4 15;19-24, 17;19-24, 20;10-14.

5 27. In this matter, as in the Colorado Belle case, the Applicant's request for
6 supplemental reimbursement from the Account fails because Marnell Carrao is not a certified
7 self-insured employer. EW Tr. pp. 8;20-25, 9;1-4.

8 28. Finally, the applicant suggests that the Board should, at the very least, let the
9 Mandalay make the claim for supplemental reimbursement since it got the claim approved as a
10 self-insured in the first place. CB 1Tr. p. 18;12-16.

11 29. The Mandalay is not before the Board at this time with an application for
12 reimbursement. There is, therefore, nothing for the Board to decide on this issue.

13 30. Agreeing with the Administrator, the Board hereby rejects this application for
14 reimbursement. EW Tr. p. 9; 2-4.

15 **DECISION OF THE BOARD**

16 Accordingly, the Board for the Administration of the Subsequent Injury Account for Self-
17 insured Employers hereby concludes that the applicant employer has failed to demonstrate that it
18 was a proper party to obtain reimbursement for employee medical expenses from the Account.
19 The application for reimbursement received on May 9, 2013, is denied.

20 Member Amy Wong moved to accept the recommendation of the Administrator and deny
21 the application for reimbursement from the Subsequent Injury Account. Member Kelly Leerman
22 seconded the motion. Chairman RJ LaPuz, Member Kelly Leerman and Member Amy Wong
23 voted in favor of the motion. Thus, the vote was 3 in favor and 0 abstentions. EW Tr. p. 9;2-4.
24 As a quorum was present, and a majority of the quorum voted in favor of the motion, the motion
25 was duly adopted.

26 Finally, on April 9, 2019 the Board met to consider adoption of this decision, as written
27 or as modified by the Board, as the decision of the Board. It was placed on the record that
28 current members, Cecilia and Suhair Sayegh, were not yet members of the Board when the

1 March 27, 2014 and April 30, 2014 meetings took place. They were provided the entire record
2 on this matter that was before the Board when the decision was made to deny the application for
3 reimbursement. Therefore, they are eligible, presently, to decide whether the decision of the
4 Board, set out above, accurately describes the Board's decision.

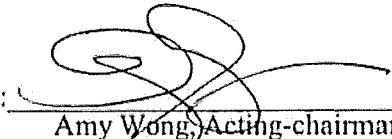
5 Those present and eligible to vote on this question consisted of 3 of the 3 current
6 members of the Board, to-wit, Acting-chairman Amy Wong, and members Cecilia Meyers and
7 Suhair Sayegh. There are 2 vacancies on the Board. A quorum was, therefore, present and
8 eligible to vote on whether this draft decision accurately reflected the Board's rationale and action
9 taken by the Board. Upon a motion of Cecilia Meyer, seconded by Suhair Sayegh, the Board
10 voted 3-0, to approve these Findings of Fact, Conclusions of Law and Decision of the Board as
11 the action of the Board and to authorize Amy Wong, Acting-chairman, after any grammatical or
12 typographical errors are corrected, to execute, without further Board review, this Decision on
13 behalf of the Board for the Administration of the Subsequent Injury Account for Self-insured
14 Employers.

15 On April, 9, 2019, this Decision is, therefore, hereby adopted and approved as the
16 Decision of the Board. The application for reimbursement in this case is hereby rejected.

17 **AFFIRMATION PURSUANT TO NRS 239B.030**

18 The undersigned does hereby affirm that the instant document does not contain the social
19 security number of any person.

20 Dated this 24 day of April, 2019.

21
22 By: 
23 Amy Wong, Acting-chairman

24 *Board for the Administration of the*
25 *Subsequent Injury Account for Self-insured*
26 *Employers*
27
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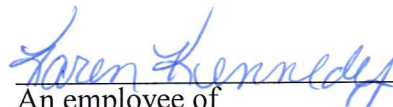
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Offices of Charles R. Zeh, Esq., and that on this date I served the attached *Findings of Fact, Conclusions of Law and Determination of the Board* on those parties identified below by:

√	Placing an original or true copy thereof in a sealed envelope, postage prepaid, certified mail/return receipt requested and regular mail, and placed for collection and mailing in the United States Mail, at Reno, Nevada, Nancy E. Helmbold, Esq. Kim Price, Esq. Lewis Brisbois Bisgaard & Smith LLP 2300 West Sahara, Suite 300, Box 28 Las Vegas, NV 89102-4375 Donald C. Smith, Division Counsel Department of Business and Industry Division of Industrial Relations 1301 North Green Valley Parkway, Suite 200 Henderson, NV 89074
	Personal delivery
	Telephonic Facsimile at the following numbers:
	Federal Express or other overnight delivery
	Reno-Carson Messenger Service

Dated this 25th day of April, 2019.


An employee of
The Law Offices of Charles R. Zeh, Esq.