

1 RICK HOLLIFIELD



4 RICK HOLLIFIELD, IN PRO PER

6
7 BEFORE THE WORKERS' COMPENSATION APPEALS BOARD
8 STATE OF CALIFORNIA - SAN DIEGO

9 RICK HOLLIFIELD

Case No: ADJ 2940450

10 Plaintiff

PETITION TO VACATE AND SET
ASIDE ORDER GRANTING CREDIT

11 VS.

12 KVAAS CONSTRUCTION COMPANY,
13 MWWD, ARGONAUT INSURANCE
14 COMPANY

15 Defendant(s).

DATE: AUGUST 25, 2026
TIME: 1:30 P.M.
DEPT: NEIL GILMOR

16 I. INTRODUCTION

17 Comes now Applicant, Rick Hollifield, In Pro Per, and respectfully petitions this Board
18 within these active, ongoing proceedings to vacate and set aside ab initio the Order
19 Civil Procedure § 473(d), and the equitable doctrine of extrinsic fraud.

20 II. STATEMENT OF FACTS

- 21 1. On December 8, 1998, Workers' Compensation Judge Keith F. Dietterle
22 issued a binding judicial Order Suspending Action on a proposed Third-Party
23 Compromise & Release (C&R), explicitly freezing all settlement proceedings
24 pending submission of official Permanent and Stationary (P&S) medical
25 reports and lien resolutions (Exhibit 4).
26 2. In direct defiance and subversion of that active judicial Order, Defendant
27 Argonaut Insurance Company filed a verified Petition for Credit on
28 December 30, 1998, under penalty of perjury (Exhibit 8).

3. In doing so, Defendant intentionally concealed critical, active medical facts known to them—specifically that Applicant had suffered an acute hardware failure (a broken wrist plate), documented nonunion, and required immediate reconstructive surgery as diagnosed by treating physician Dr. Richard Braun on December 9, 1998 (Exhibits 5, 6).
4. By concealing these facts and fabricating a static medical status, Defendant deceived the Board into issuing the January 28, 1999 Order Granting Credit under the false pretense that Applicant was Permanent and Stationary (P&S).
5. Furthermore, Defendant committed severe structural fraud by asserting a third-party credit claim under an Owner-Controlled Insurance Program (OCIP) / Project Wrap-Up Policy, where the project owner City of San Diego (MWW), general contractor (Kvaas Construction), and subcontractors shared unified coverage, eliminating true third-party subrogation rights and creating an impermissible conflict of interest.

III. GROUNDS FOR PETITION

Applicant requests that the January 28, 1999 Order Granting Credit be Vacated and Set Aside based upon the following distinct legal grounds:

1. Extrinsic Fraud and Continuing Jurisdiction to Vacate (Ab Initio):

Under Labor Code § 5803, the Appeals Board possesses broad continuing jurisdiction to set aside, amend, or vacate any prior order upon a showing of good cause (Johnson v. Workers' Comp. Appeals Bd. (1970) 2 Cal.3d 964, 975; Smith v. Workers' Comp. Appeals Bd. (1985) 168 Cal.App.3d 1160, 1170; Code Civ. Proc., § 473(d)). An order or judgment procured through the fraudulent concealment of material facts is void ab initio and subject to equitable rescission without time limitation (Brunski v. Industrial Acc. Com. (1928) 203 Cal. 761; Kulchar v. Kulchar (1969) 1 Cal.3d 467). Defendant executed a verified petition under penalty of perjury actively suppressing Dr. Braun's December 9, 1998

1 surgical diagnosis, breaching its mandatory duty of candor under Rule of
2 Professional Conduct 3.3, Business & Professions Code § 6068(d).

3 2. Timeliness and Continuing Jurisdiction Over Active Claim:

4 Because this claim has remained active, unadjudicated, and open, the
5 five-year limitation period under Labor Code § 5804 for altering closed awards
6 has never been triggered. Defendant's own internal Chronological Record
7 Report (Exhibit 16) contains repeated internal admissions spanning into 2026,
8 confirming that this claim was never formally closed or resolved under the
9 wrap-up program. The Board retains full continuing jurisdiction under Labor
10 Code § 5803 to vacate a tainted interlocutory order at any time while the
11 underlying case remains active.

12 3. Violation and Direct Subversion of Judicial Order Suspending Action:

13 Defendant's ex parte bypass of WCJ Dietterle's December 8, 1998 Order
14 Suspending Action constitutes direct defiance of a judicial mandate, rendering:
15 all subsequent proceedings and orders void for lack of procedural due process.

16 4. Illegal Pre-Order Self-Help Credit and Continuing Benefit Obligations:

17 Third-party credit under Labor Code § 3861 is not self-executing and requires
18 a formal, legally unencumbered order or approved compromise (Associated
19 Construction & Engineering Co. v. WCAB (1978) 22 Cal.3d 829). Defendant's
20 unilateral termination of Temporary Total Disability (TTD) and medical
21 benefits on October 2nd, to January 28, 1999, prior to judicial allowance,
22 constituted illegal "self-help," violating LC § 3600 and LC § 4650, which
23 establishes an unreasonable delay and refusal of compensation warranting
24 statutory penalties under Labor Code § 5814. Defendant remains obligated
25 for back TTD from October 2, 1998 through January 4, 2001, alongside
26 self-procured medical care under Labor Code § 4600.

27 5. Written Party Admissions of No P&S Report and Bad Faith (Evid. Code § 1220):
28

Record Report (Exhibit 16) establish actual knowledge that no P&S report existed. Claims examiner Dianna Cumpian explicitly admitted in writing on October 27, 2000: "Since the treating doctor did not issue a permanent and stationary report, the workers' compensation judge would not approve the 3rd party Compromise & Release" (Exhibit 16 [Pg. 4, Lines 24-40]).

6. OCIP/Wrap-Up Policy Conflict of Interest and Impermissible Credit:

The underlying construction project was governed by an Owner-Controlled Insurance Program (OCIP). Under California wrap-up rules, the owner, general contractor (Kvaas), and subcontractors are co-insureds under a unified policy. Defendant Argonaut could not lawfully claim a Labor Code § 3861 third-party credit against its own wrap-up umbrella without perpetrating a double-recovery fraud and violating basic subrogation principles.

7. Contempt and Bad-Faith Litigation Sanctions (LC § 5813 & 8 CCR § 10421):

Filing a sworn petition containing known material misrepresentations while actively defying a court stay constitutes bad-faith litigation tactics, warranting full statutory sanctions, attorney's fees, and contempt references under Labor Code § 132.

8. Unreasonable Delay and Refusal of Benefits (Labor Code § 5814):

Defendant's unilateral termination of Temporary Total Disability (TTD) and statutory medical benefits prior to securing a valid credit order—while concealing active medical nonunion and hardware failure—constitutes an unreasonable delay and refusal of compensation. Applicant is entitled to maximum statutory penalties under Labor Code § 5814 on all delayed indemnity and self-procured medical benefits.

IV. PRAYER FOR RELIEF

Wherefore, Applicant respectfully prays that this Board:

1. Vacate and set aside ab initio the Order Granting Credit dated January 28, 1999;
2. Find that Defendant Argonaut Insurance Company committed extrinsic fraud

upon this tribunal;

3. Award Applicant Temporary Total Disability (TTD) indemnity from October 2, 1998 through January 4, 2001, plus statutory interest under Labor Code § 5800;
4. Order Defendant to fully reimburse Applicant for all self-procured medical treatment and surgical expenses under Labor Code § 4600;
5. Impose sanctions against Defendant pursuant to Labor Code § 5813 and 8 CCR § 10421; and
6. Grant such other and further relief as the Board deems just and proper.

Dated: August 15, 2026

Respectfully submitted,

Rick Hollifield
Rick Hollifield, Applicant In Pro Per

VERIFICATION

I, Rick Hollifield, declare under penalty of perjury under the laws of the State of California that I am the Applicant in the above-entitled action; that I have read the foregoing Petition to Vacate and Set Aside Order Granting Credit and know the contents thereof; and that the same is true of my own knowledge.

Executed on August 15, 2026, at Jacksonville, North Carolina.

Respectfully submitted,

Rick Hollifield
Rick Hollifield, Applicant, in Pro Per