

made. This Court has sole discretion in determining jurisdictional issues in accordance with Labor Code § 5305.

Defendant mistakenly argues that the Collective Bargaining Agreement (Exhibit F) specifically states that a contract of hire must be in writing. This is not what it says on Page 10 of Exhibit F. It reads as follows: “Any agreement between any player and any Club concerning terms and conditions of employment shall be set forth in writing in a Player Contract as soon as practicable.” It does not state that a contract of hire must be in writing. Moreover as stated above, this refers to terms and conditions of employment, which does not include contract formation or subject matter jurisdiction. This Court is not persuaded that Federal Law precludes subject matter jurisdiction, specifically contract formation, from being decided pursuant to state law outlined in Labor Code §5305.

Based on a review of the record and applicant’s credible testimony, the Court finds that there is substantial evidence that the employment was accepted in California. The applicant successfully met the burden of demonstrating that California’s exercise of jurisdiction is reasonable.

Date: July 3, 2023

**Laura Mendivel**  
WORKERS' COMPENSATION JUDGE