

STATE OF CALIFORNIA  
WORKERS' COMPENSATION APPEALS BOARD

Case No. 88 VN 192812

RUSSELL THOENEN,

*Applicant*

v.

KAREN & YZVI KOREH dba  
B. Y. CONSTRUCTION,  
STATE COMPENSATION INS. FUND,

*Defendants.*

**Findings and Order**

Kenneth Rowen by Ron Ehrman, attorneys for applicant.

Arthur Weinstein for State Compensation Insurance Fund.

Kegel, Tobin & Truce by Preeti Shah attorneys for defendant  
Auto Club of Southern California.

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An application having been filed herein, all parties having appeared and the matter having been regularly submitted for decision on the sole issue of employment, the Honorable MARK L. KAHN, Workers' Compensation Judge finds and orders as follows:

**FINDINGS OF FACT**

1. It is found that applicant was employed by Karen & Yzvi Koreh, insured by State Compensation Insurance Fund and doing business as B.Y. Construction Company on the date of Injury.
2. It is found there is no liability on the part of the homeowner and his insurance company, Auto Club of Southern California, and therefore Auto Club of Southern California is dismissed as a party defendant.

**ORDER**

IT IS ORDERED that Auto Club of Southern California be dismissed as a party defendant herein.

Filed and Served by mail on: 5-15-92  
On all parties on the  
Official Address Record.

By:

  
L. Thacker

  
MARK L. KAHN  
WORKERS' COMPENSATION JUDGE

CASE NO. 88 VN 192812

RUSSELL THOENEN

- v -

YZVI KOREH  
INTERINSURANCE EXCHANGE  
OF AUTOMOBILE CLUB OF SO.  
CALIFORNIA  
SCIF

Date: May 15, 1992

Judge: MARK L. KAHN

Injury: 2-19-88

OPINION ON DECISION

The sole issue before the court was one of employment. The facts turn on the interpretations of Labor Code Sections 3351, 3352 (h) and 2750.5. The facts conclusively establish that Yzvi Koreh was a licensed contractor in the State of California. He carried a commercial policy with State Compensation Insurance Fund and a homeowners policy with the Auto Club of Southern California.

Based upon a review of the record and all of the Points and Authorities and facts in the case it is found that the applicant was employed by Yzvi Koreh. It is further found that he was employed by the construction company and was injured in the course of working for Yzvi Koreh, who was doing business as B.Y. Construction Corporation. The applicant was hired by the construction company to do work in the course of the business of a construction company. The fact that the work was done at the applicant's residence was irrelevant. The work was done in conjunction with a regular trade or business of the homeowner, therefore the homeowner's policies do not apply. Further, since Russell Thoenen did not have a contractor's license in accordance with 2750.5 of the Labor Code, he becomes an employee of the general contractor. In the opinion of the trial court there is no basis to apply the homeowner's exclusion as the applicant was hired in the regular course of trade and business by a company insured by State Compensation Insurance Fund for which they accept a premium for this type of risk.

It is therefore found that Russell Thoenen was employed by Karen & Yzvi Koreh, insured by State Compensation Insurance Fund and doing business as B. Y. Construction company on the date of his injury.

The court further finds there is no basis to apply 3352 (h) of the Labor Code, as the applicant was injured in the regular course of a trade or business, and this type of case was not intended for the homeowner's exclusion.

Further, it is therefore found there is no liability on the part of the homeowner and the homeowner and his insurance company, Auto Club, are dismissed as party defendants.

  
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MARK L. KAHN  
Workers' Compensation Judge

MLK/lt