

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

**DANILO YAP, *Applicant***

**vs.**

**LOS ANGELES DEPARTMENT OF WATER AND POWER,  
*Permissibly Self-Insured, Defendants***

**Adjudication Number: ADJ4271541 (LBO 0393859)  
Long Beach District Office**

**OPINION AND ORDER  
DISMISSING PETITION FOR  
RECONSIDERATION  
AND DENYING PETITION  
FOR REMOVAL**

We have considered the allegations of the Petition for Reconsideration and Removal and the contents of the report of the workers' compensation administrative law judge (WCJ) with respect thereto. Based on our review of the record, and for the reasons stated in the WCJ's report, which we adopt and incorporate, we will dismiss the petition to the extent it seeks reconsideration and deny it to the extent it seeks removal.

A petition for reconsideration may properly be taken only from a "final" order, decision, or award. (Lab. Code, §§ 5900(a), 5902, 5903.) A "final" order has been defined as one that either "determines any substantive right or liability of those involved in the case" (*Rymer v. Hagler* (1989) 211 Cal.App.3d 1171, 1180; *Safeway Stores, Inc. v. Workers' Comp. Appeals Bd. (Pointer)* (1980) 104 Cal.App.3d 528, 534-535 [45 Cal.Comp.Cases 410]; *Kaiser Foundation Hospitals v. Workers' Comp. Appeals Bd. (Kramer)* (1978) 82 Cal.App.3d 39, 45 [43 Cal.Comp.Cases 661]) or determines a "threshold" issue that is fundamental to the claim for benefits. (*Maranian v. Workers' Comp. Appeals Bd.* (2000) 81 Cal.App.4th 1068, 1070, 1075 [65 Cal.Comp.Cases 650].) Interlocutory procedural or evidentiary decisions, entered in the midst of the workers' compensation proceedings, are not considered "final" orders. (*Id.* at p. 1075 ["interim orders, which do not decide a threshold issue, such as intermediate procedural or evidentiary decisions,

are not ‘final’ ”]; *Rymer, supra*, at p. 1180 [“[t]he term [‘final’] does not include intermediate procedural orders or discovery orders”]; *Kramer, supra*, at p. 45 [“[t]he term [‘final’] does not include intermediate procedural orders”].) Such interlocutory decisions include, but are not limited to, pre-trial orders regarding evidence, discovery, trial setting, venue, or similar issues.

Here, the WCJ’s decision solely resolves an intermediate procedural or evidentiary issue or issues. The decision does not determine any substantive right or liability and does not determine a threshold issue. Accordingly, it is not a “final” decision and the petition will be dismissed to the extent it seeks reconsideration.

We will also deny the petition to the extent it seeks removal. Removal is an extraordinary remedy rarely exercised by the Appeals Board. (*Cortez v. Workers’ Comp. Appeals Bd.* (2006) 136 Cal.App.4th 596, 599, fn. 5 [71 Cal.Comp.Cases 155]; *Kleemann v. Workers’ Comp. Appeals Bd.* (2005) 127 Cal.App.4th 274, 280, fn. 2 [70 Cal.Comp.Cases 133].) The Appeals Board will grant removal only if the petitioner shows that substantial prejudice or irreparable harm will result if removal is not granted. (Cal. Code Regs., tit. 8, § 10955(a); see also *Cortez, supra*; *Kleemann, supra*.) Also, the petitioner must demonstrate that reconsideration will not be an adequate remedy if a final decision adverse to the petitioner ultimately issues. (Cal. Code Regs., tit. 8, § 10955(a).) Here, for the reasons stated in the WCJ’s report, we are not persuaded that substantial prejudice or irreparable harm will result if removal is denied and/or that reconsideration will not be an adequate remedy if the matter ultimately proceeds to a final decision adverse to petitioner.

For the foregoing reasons,

**IT IS ORDERED** that the Petition for Reconsideration is **DISMISSED** and the Petition for Removal is **DENIED**.

**WORKERS' COMPENSATION APPEALS BOARD**

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER

I CONCUR,

/s/ JOSÉ H. RAZO, COMMISSIONER

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER



**DATED AND FILED AT SAN FRANCISCO, CALIFORNIA**

**APRIL 6, 2023**

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

**DANILO YAP  
GORDON, EDELSTEIN, KREPACK, GRANT, FELTON, GOLDSTEIN  
PARKER, KERN, NARD & WENZEL  
BOEHM & ASSOCIATES**

**AS/ara**

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

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**REPORT AND RECOMMENDATION**  
**ON PETITION FOR RECONSIDERATION**

**I.**  
**INTRODUCTION**

DANILO YAP,<sup>1</sup> at this time an unrepresented applicant, has on February 6, 2023 filed and served a verified Petition for Reconsideration to this judge’s Findings and Order (F&O) of January 10, 2023.<sup>2</sup> In that F&O, at its request, the Law Office of Gordon, Edelstein, Krepack, Grant, Felton & Goldstein (GORDON EDELSTEIN LOS ANGELES) was relieved from representing applicant.

Applicant alleges that the ruling resulted in “[g]rave abuse of discretion,”<sup>3</sup> “[d]enial of due process,”<sup>4</sup> “[t]he evidence does not justify the findings of fact,”<sup>5</sup> and “[t]he findings of fact do not support the order, opinion, or decision.”<sup>6</sup> Applicant correctly notes throughout his Petition that the judge failed to make factual determinations regarding the details of the dispute between applicant and his (now) former counsel. The Petition demands that such findings be made.

Former counsel for applicant has not yet filed and served an answer.

Defendant has filed a Declaration of Readiness to Proceed, with the resulting conference date currently scheduled for May 4, 2023.<sup>7</sup>

At this time, the issue concerns whether counsel should no longer be required to represent applicant, instead of whether applicant has established facts to demonstrate his counsel committed legal malpractice and other violations of legal professional conduct. The board has no jurisdiction over the latter allegations; instead, such allegations should be presented in an appropriate forum.<sup>8</sup> Regarding the issue over which the board has jurisdiction – request by counsel to be relieved from representation – the record establishes good cause for the order. As noted in the introduction of the Opinion on Decision, “this judge concludes that continued representation is no longer reasonably possible, and an order to allow withdrawal from representation is granted.”<sup>9</sup>

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<sup>1</sup> As a utility accountant, at age 57, applicant claims that from April 1, 2007 to February 8, 2009 he sustained industrial injury to his psyche, memory loss, irritability, confusion, inability to concentrate, loss of smell, upper gastrointestinal, sleep, hypertension, diabetes, headaches, lumbar spine, right knee and left knee, dental, eyes, and internal. (See F&O, p. 1, ¶ 1.)

<sup>2</sup> With five days for mailing, the 25th day after service of the F&O was on Saturday, February 4, 2023. Hence, by rule, the deadline for filing was extended to February 6.

<sup>3</sup> Petition for Reconsideration, p. 1, ¶ 1.

<sup>4</sup> *Id.*, p. 3, ¶ 2.

<sup>5</sup> *Id.*, p. 3, ¶ 3.

<sup>6</sup> *Id.*, p. 5, ¶ 4.

<sup>7</sup> For the time being, this conference remains on calendar, in the event the Appeals Board issues a final ruling on the Petition for Reconsideration prior to that date.

<sup>8</sup> Applicant has presented his complaints against his counsel to the State Bar.

<sup>9</sup> Opinion on Decision, p. 1.

## **II.** **FACTS**

This presentation of the Facts in Section II liberally restates what has been previously stated in the Opinion on Decision.

### **A. Trial Proceedings of December 6, 2022**

Regarding this immediate dispute of applicant's representation, the parties submitted the issue at trial on December 6, 2022, without testimony, but with a great deal of evidence presented mainly by applicant. The main piece of evidence concerns presentation of a purported transcript by applicant of a communication between himself and his attorney from several months ago, wherein it is clear that applicant and his attorney have fundamental disagreements regarding how applicant's claims should be presented. No determination was made regarding the authenticity or accuracy of the transcription, and it was not admitted into evidence, but as applicant filed it, the document is part of the board file.

The previously filed objection by applicant to dismissal of counsel dated November 14, 2022 also contains many assertions of facts and events by applicant indicating that his disagreements with his current counsel are not limited to what occurred in their March 2022 discussions. Although this objection was also not identified as an exhibit, and no determinations were made regarding the accuracy of the assertions of fact by applicant, the document is part of the board file, and the judge took judicial notice of this document and the assertions therein.

### **B. Prior Procedural History**

In leading up to the December 2022 trial and submission, this case has had a long procedural history, which does suggest denying the current attorney's withdrawal from this matter. Thus, a summary of this history is set forth here.

In February 2008, nearly 15 years ago, the original application was filed by applicant's first attorneys, CARLIN BUSCHBAUM LONG BEACH.

About a year and a half later, this attorney sought to be relieved as counsel by petition in August 2009. After a hearing and notice of intent, the attorney was relieved of representation by order in March 2010.

Within a month, applicant retained his second attorney, GEORGE HENDERSON LONG BEACH, who filed a 132a claim, and three later amended applications. This attorney petitioned to be relieved as counsel in January 2014, which was granted. Applicant filed a couple of petitions for reconsideration in response, and there was no final resolution of this issue.

Instead, that issue was mooted by applicant's employment of his third attorney, WILLIAM LINDHEIM TORRANCE, in May 2014. This appointment continued until apparently this law firm ended its business in May 2017. At that time, applicant's current attorneys GORDON EDELSTEIN LOS ANGELES were retained.

Since that time, numerous hearings have been held in this matter, including conferences in October and December 2017, July and October 2018, and January 2019. The first trial was set in March 2019, which was continued to April and then July 2019, at which time the matter went off calendar for potential settlement.<sup>10</sup>

Then the case went dormant for a couple of years, and judicial notice may be taken that the COVID pandemic may have had some influence regarding the lack of progress in this case.

Counsel for applicant then filed a declaration of readiness for another conference in August 2021. After conferences were held in October and December 2021, a trial was set on February 8, 2022, which was continued. Before the next trial, in conjunction with communications between applicant and counsel regarding how to proceed, counsel filed a petition to be relieved from representation on April 1, 2022, and applicant had around the same time filed a complaint with the State Bar regarding the representation.

Due to this ongoing dispute between applicant and his counsel, the parties could not proceed to trial on the merits on April 27, 2022. The trial was continued, and this judge issued a notice of intent to grant the petition to be relieved on May 12, 2022. The original trial to resolve that issue was set for July 6, 2022. Based on applicant's requests, the trial dates were continued a few times. The next hearing was held on October 10, 2022, even though applicant had requested a continuance of that trial as well; in response, the judge redesignated that hearing as a conference.

At that time, the trial was rescheduled for December 6, and by later order it was made clear that only the issue of applicant's representation would be resolved.

### C. Legal Conclusions in Findings and Order

#### 1. Applicable Law

The controlling law to resolve the dispute between applicant and his lawyers is Rule 1.16(b) of the California Rules of Professional Conduct. This section is as follows (emphasis added):

“(b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:

“(1) the client insists upon presenting a claim or defense in litigation, or asserting a position or making a demand in a non-litigation matter, that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law;

“(2) the client either seeks to pursue a criminal or fraudulent\* course of conduct or has used the lawyer's services to advance a course of conduct that the lawyer reasonably believes\* was a crime or fraud;\*

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<sup>10</sup> Applicant's filings suggest various facts regarding the nature of settlement discussions during this time, and at other times. No findings are made regarding the various assertions.

“(3) the client insists that the lawyer pursue a course of conduct that is criminal or fraudulent;\*

“(4) the client by other conduct renders it unreasonably difficult for the lawyer to carry out the representation effectively;

“(5) the client breaches a material term of an agreement with, or obligation, to the lawyer relating to the representation, and the lawyer has given the client a reasonable\* warning after the breach that the lawyer will withdraw unless the client fulfills the agreement or performs the obligation;

“(6) the client knowingly\* and freely assents to termination of the representation;

“(7) the inability to work with co-counsel indicates that the best interests of the client likely will be served by withdrawal;

“(8) the lawyer's mental or physical condition renders it difficult for the lawyer to carry out the representation effectively;

“(9) a continuation of the representation is likely to result in a violation of these rules or the State Bar Act; or

“(10) the lawyer believes\* in good faith, in a proceeding pending before a tribunal,\* that the tribunal\* will find the existence of other good cause for withdrawal.”

Other legal authorities presented by applicant, of which judicial notice is granted, do not directly apply to resolving the parties dispute. The ABA Rules are not controlling like the Rules of Professional Conduct are, although they are informative.<sup>11</sup> And citations to the Evidence Code

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<sup>11</sup> ABA Rule 1.16: Client-Lawyer Relationship:

“(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- “(1) the representation will result in violation of the rules of professional conduct or other law;
- “(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or
- “(3) the lawyer is discharged.

“(b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:

- “(1) withdrawal can be accomplished without material adverse effect on the interests of the client;
- “(2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
- “(3) the client has used the lawyer's services to perpetrate a crime or fraud;
- “(4) the client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;

apparently concern the confidential nature of attorney-client communication, although there appears to be no dispute that applicant has the right to waive such confidentiality.<sup>12</sup>

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“(5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;

“(6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

“(7) other good cause for withdrawal exists.

“(c) A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

“(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.”

<sup>12</sup> Evidence Code Sections 952 to 958:

“952. As used in this article, “confidential communication between client and lawyer” means information transmitted between a client and his or her lawyer in the course of that relationship and in confidence by a means which, so far as the client is aware, discloses the information to no third persons other than those who are present to further the interest of the client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which the lawyer is consulted, and includes a legal opinion formed and the advice given by the lawyer in the course of that relationship.

“953. As used in this article, “holder of the privilege” means:

“(a) The client, if the client has no guardian or conservator.

“(b)

“(1) A guardian or conservator of the client, if the client has a guardian or conservator, except as provided in paragraph (2)

“(2) If the guardian or conservator has an actual or apparent conflict of interest with the client, then the guardian or conservator does not hold the privilege.

“(c) The personal representative of the client if the client is dead, including a personal representative appointed pursuant to Section 12252 of the Probate Code.

“(d) A successor, assign, trustee in dissolution, or any similar representative of a firm, association, organization, partnership, business trust, corporation, or public entity that is no longer in existence.

“954. Subject to Section 912 and except as otherwise provided in this article, the client, whether or not a party, has a privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between client and lawyer if the privilege is claimed by:

“(a) The holder of the privilege;

“(b) A person who is authorized to claim the privilege by the holder of the privilege; or

“(c) The person who was the lawyer at the time of the confidential communication, but such person may not claim the privilege if there is no holder of the privilege in existence or if he is otherwise instructed by a person authorized to permit disclosure.

“The relationship of attorney and client shall exist between a law corporation as defined in Article 10 (commencing with Section 6160) of Chapter 4 of Division 3 of the Business and Professions Code and the persons to whom it



## 2. Conclusions

This judge found and ordered that applicant's counsel may withdraw from representation in this matter.

This conclusion was made based upon subsection (b)(4) of Rule of Professional Conduct Section 1.16. It is clear that applicant through his conduct has made it "unreasonably difficult for the lawyer to carry out the representation effectively." Applicant's latest filing of the alleged transcription of a communication with his attorney has revealed matters publicly (at least for participants in this proceeding) which makes representation far more difficult. Applicant's lawyer directed him not to do this; he did it anyway.

It must be stressed that the evidence shows that applicant through other conduct has made representation "unreasonably difficult," and that it could possibly be found that other subsections of the Rule of Professional Conduct may apply. This judge did not make any such more specific findings, however, as it is not necessary to do so.

Due consideration was given to the fact that it may be difficult for applicant to retain new counsel, or to represent himself in these proceedings, especially given the existence of other prior attorneys, and the length of this case. But even so, this judge concludes it would be unreasonable to force applicant's counsel to continue representation, even though there may well be some prejudice to applicant. This is unfortunately unavoidable.

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renders professional services, as well as between such persons and members of the State Bar employed by such corporation to render services to such persons. The word 'persons' as used in this subdivision includes partnerships, corporations, limited liability companies, associations and other groups and entities.

"955. The lawyer who received or made a communication subject to the privilege under this article shall claim the privilege whenever he is present when the communication is sought to be disclosed and is authorized to claim the privilege under subdivision (c) of Section 954.

"956.

"(a) There is no privilege under this article if the services of the lawyer were sought or obtained to enable or aid anyone to commit or plan to commit a crime or a fraud.

"(b) This exception to the privilege granted by this article shall not apply to legal services rendered in compliance with state and local laws on medicinal cannabis or adult-use cannabis, and confidential communications provided for the purpose of rendering those services are confidential communications between client and lawyer, as defined in Section 952, provided the lawyer also advises the client on conflicts with respect to federal law.

"956.5. There is no privilege under this article if the lawyer reasonably believes that disclosure of any confidential communication relating to representation of a client is necessary to prevent a criminal act that the lawyer reasonably believes is likely to result in the death of, or substantial bodily harm to, an individual.

"957. There is no privilege under this article as to a communication relevant to an issue between parties all of whom claim through a deceased client, regardless of whether the claims are by testate or intestate succession, nonprobate transfer, or inter vivos transaction.

"958. There is no privilege under this article as to a communication relevant to an issue of breach, by the lawyer or by the client, of a duty arising out of the lawyer-client relationship."

### **III. DISCUSSION**

#### **A. The Petition for Reconsideration Should Be Dismissed, and Treated as One for Removal**

A petition for reconsideration may properly be taken only from a “final” order, decision, or award.<sup>13</sup> A “final” order has been defined as one that either “determines any substantive right or liability of those involved in the case”<sup>14</sup> or determines a “threshold” issue that is fundamental to the claim for benefits.<sup>15</sup> In contrast, interlocutory procedural or evidentiary decisions, entered in the midst of the workers’ compensation proceedings, are not considered “final” orders.<sup>16</sup> Such interlocutory decisions include, but are not limited to, pre-trial orders regarding evidence, discovery, trial setting, venue, or similar issues.

Here, the judge’s decision solely resolved an intermediate procedural issue, albeit an important one: continued representation of applicant. The decision does not determine any substantive right or liability and does not determine a threshold issue. Accordingly, it is not a “final” decision; the Petition for Reconsideration should be dismissed as such; and it should be deemed and treated as a Petition for Removal.

#### **B. Standard for Petition for Removal**

Removal is an extraordinary remedy rarely exercised by the Board.<sup>17</sup> It will grant removal only if the petitioner shows that substantial prejudice or irreparable harm will result if removal is not granted.<sup>18</sup> Also, the Petitioner must demonstrate that reconsideration will not be an adequate remedy if a final decision adverse to the petitioner ultimately issues.<sup>19</sup>

Therefore, if the Board is not persuaded that substantial prejudice or irreparable harm will result if removal is denied and/or that reconsideration will not be an adequate remedy if the matter ultimately proceeds to a final decision adverse to petitioner, then removal should be denied.

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<sup>13</sup> See Lab. Code, §§ 5900(a), 5902, 5903.

<sup>14</sup> *Rymer v. Hagler* (1989) 211 Cal.App.3d 1171, 1180; *Safeway Stores, Inc. v. Workers’ Comp. Appeals Bd. (Pointer)* (1980) 104 Cal.App.3d 528, 534-535 [45 Cal.Comp.Cases 410]; *Kaiser Foundation Hospitals v. Workers’ Comp. Appeals Bd. (Kramer)* (1978) 82 Cal.App.3d 39, 45 [43 Cal.Comp.Cases 661].

<sup>15</sup> *Maranian v. Workers’ Comp. Appeals Bd.* (2000) 81 Cal.App.4th 1068, 1070, 1075 [65 Cal.Comp.Cases 650].

<sup>16</sup> *Id.* at p. 1075 [“interim orders, which do not decide a threshold issue, such as intermediate procedural or evidentiary decisions, are not ‘final’ ”]; *Rymer, supra*, at p. 1180 [“[t]he term [‘final’] does not include intermediate procedural orders or discovery orders”]; *Kramer, supra*, at p. 45 [“[t]he term [‘final’] does not include intermediate procedural orders”].)

<sup>17</sup> *Cortez v. Workers’ Comp. Appeals Bd.* (2006) 136 Cal.App.4th 596, 599, fn. 5 [71 Cal.Comp.Cases 155]; *Kleemann v. Workers’ Comp. Appeals Bd.* (2005) 127 Cal.App.4th 274, 280, fn. 2 [70 Cal.Comp.Cases 133].)

<sup>18</sup> Cal. Code Regs., tit. 8, § 10955(a); see also *Cortez, supra*; *Kleemann, supra*.)

<sup>19</sup> Cal. Code Regs., tit. 8, § 10955(a).

**C. Application of Removal Standard to Applicant's Petition**

The entirety of applicant's Petition alleges in essence that his counsel has violated numerous ethical and professional obligations, and that counsel has broken its contract by seeking to withdraw from representation. Although the petition raises various legal grounds, all relate to the common complaint that applicant's counsel is not doing what they should be doing; that they are violating various ethical and professional obligations; but, nonetheless, they should be ordered to continue representation.

Applicant is not left without remedy should those allegations hold up. However, it is beyond the jurisdiction of the Appeals Board to provide that remedy, by trying to order counsel to specifically perform on its contract to represent applicant or otherwise. The Rules of Professional Conduct and other laws quoted above envision that notwithstanding a contract to provide legal services, under appropriate circumstances, counsel may be allowed to withdraw from representation. That conclusion does not preclude other avenues for relief, as applicant has sought in this case from the State Bar.

In this case, applicant has rendered "it unreasonably difficult for [his] lawyer to carry out the representation effectively,"<sup>20</sup> with conduct such as filing a purported confidential transcript of communications with his client, and complaining about behavior to the State Bar. The extent to which (if any) of this behavior might be the responsibility of counsel is beyond the power of the Board to resolve. Such an inquiry would necessarily require counsel to reveal confidential information and violate their duty of loyalty to avoid providing information that could be adverse to applicant's case.

**D. Additional Comments re Petition**

The Petition itself, absent exhibits, constitutes 13 pages. Thus, this is no violation of Board Rules.<sup>21</sup> However, 64 pages of exhibits were attached, which appear to be in violation of Board Rules, as these constitute documents that are part of the Board file.<sup>22</sup> Although these documents cannot be readily detached and discarded,<sup>23</sup> applicant is reminded to comply with Rules in the future.

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<sup>20</sup> Cal. Rules of Prof. Conduct, Rule 1.16(b)(4).

<sup>21</sup> Cal. Code Regs., tit. 8, § 10940(d).

<sup>22</sup> *Id.*, § 10945(c).

<sup>23</sup> *See id.*, § 10945(c)(1).

**IV.**  
**RECOMMENDATION**

The judge respectfully recommends that the Appeals Board dismiss applicant's petition for reconsideration; treat such as a petition for removal; and deny removal.

DATE: 2/16/2023

**JOHN A. SIQUEIROS**  
WORKERS' COMPENSATION  
ADMINISTRATIVE LAW JUDGE