

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

**ARTURO MENDEZ BAUTISTA, *Applicant***

**vs**

**PERFORMANCE COMPOSITES, INC.;  
BERKSHIRE HATHAWAY HOMESTATE COMPANIES, *Defendants***

**Adjudication Numbers: ADJ15096065; ADJ16742686  
Van Nuys District Office**

**OPINION AND ORDER  
GRANTING PETITION FOR  
RECONSIDERATION**

Cost Petitioner Tony Barriere Interpreting Service, Inc., seeks reconsideration of our March 2, 2026 Opinion and Order Denying Petition for Reconsideration. Therein, we adopted and incorporated the Report and Recommendation on Petition for Reconsideration (Report) of the workers' compensation administrative law judge (WCJ) to deny cost petitioner's Petition for Reconsideration of the WCJ's November 24, 2026 Joint Findings and Order. In that decision, the WCJ found that defendant's payment of \$185.00 for Spanish translation of a Compromise and Release Agreement in Van Nuys, Los Angeles County, was reasonable; that cost petitioner did not serve a 60-day demand for costs prior to filing the Petition for Costs; and that defendant paid a reasonable amount for interpreting services in a timely manner and is not liable for costs and sanctions. Based on these findings, the WCJ ordered dismissal of the Cost Petition and that cost petitioner take nothing as a result of this action.

Cost petitioner contends that our denial is unsupported by the trial evidence arguing that there was no witness testimony at trial that could be relied upon and that the WCJ's Findings of Fact number one and two were not supported by the evidence. Cost petitioner further contends that the same Workers' Compensation Appeals Board panel in this case issued a contradictory decision regarding the applicability Administrative Director (AD) Rule 9765.3(b)(1) in the unrelated case of *Luis Verdeja v. Sunset Express USA, Inc.*, (ADJ16188766) 2026 Cal. Wrk. Comp. P.D. LEXIS 88. We did not receive an answer.

We have considered the Petition for Reconsideration and we have reviewed the record in this matter. Based upon our preliminary review of the record, we will grant the Petition for Reconsideration. Our order granting the Petition for Reconsideration is not a final order, and we will order that a final decision after reconsideration is deferred pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law. Once a final decision after reconsideration is issued by the Appeals Board, any aggrieved person may timely seek a writ of review pursuant to section 5950 et seq.

## I.

Preliminarily, we note that former Labor Code<sup>1</sup> section 5909 provided that a petition for reconsideration was deemed denied unless the Appeals Board acted on the petition within 60 days from the date of filing. (Lab. Code, § 5909.) Effective July 2, 2024, section 5909 was amended to state in relevant part that:

- (a) A petition for reconsideration is deemed to have been denied by the appeals board unless it is acted upon within 60 days from the date a trial judge transmits a case to the appeals board.
- (b)
  - (1) When a trial judge transmits a case to the appeals board, the trial judge shall provide notice to the parties of the case and the appeals board.
  - (2) For purposes of paragraph (1), service of the accompanying report, pursuant to subdivision (b) of Section 5900, shall constitute providing notice.

Under section 5909(a), the Appeals Board must act on a petition for reconsideration within 60 days of transmission of the case to the Appeals Board. Transmission is reflected in Events in the Electronic Adjudication Management System (EAMS). Specifically, in Case Events, under Event Description is the phrase “Sent to Recon” and under Additional Information is the phrase “The case is sent to the Recon board.”

Here, according to Events, the case was transmitted to the Appeals Board on April 6, 2026 and 60 days from the date of transmission is June 5, 2026. This decision is issued by or on June 5, 2026, so that we have timely acted on the petition as required by section 5909(a).

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<sup>1</sup> All further statutory references are to the Labor Code, unless otherwise noted.

Section 5909(b)(1) requires that the parties and the Appeals Board be provided with notice of transmission of the case. Transmission of the case to the Appeals Board in EAMS provides notice to the Appeals Board. Thus, the requirement in subdivision (1) ensures that the parties are notified of the accurate date for the commencement of the 60-day period for the Appeals Board to act on a petition. Section 5909(b)(2) provides that service of the Report and Recommendation shall be notice of transmission.

Here, we did not receive a Report from the WCJ because the Petition for Reconsideration was filed from our March 2, 2026 Opinion and Order Denying Petition for Reconsideration. No other notice to the parties of the transmission of the case to the Appeals Board was provided by the district office. Thus, we conclude that the parties were not provided with the notice of transmission required by section 5909(b)(1). While this failure to provide notice does not alter the time for the Appeals Board to act on the petition, we note that as a result the parties did not have notice of the commencement of the 60-day period on April 6, 2026.

## II.

The WCJ provided the following discussion in the November 22, 2025 Opinion on Decision:

### **I. PAYMENT OF \$185 FOR TRANSLATION OF SETTLEMENT DOCUMENTS**

Tony Barriere Interpreting Service, Inc. (hereinafter “Cost Petitioner”) billed \$270 for “reading of C&R” by Victor Alonzo Certification #513597 on 9/23/2022 in Van Nuys. The invoice was mailed to Berkshire Hathaway on 9/29/2022 (Exhibit 2).

Berkshire Hathaway (hereinafter “Defendant”) sent a letter to Tony Barriere Interpreting Service, Inc. on 10/27/2022 stating that it objected to the bill for \$270 as being excessive and unreasonable. However, a payment of \$185 was being mailed (Exhibit C). A check in the amount of \$185 was issued to Tony Barriere Interpreting Services, Inc. on 10/28/2022. The objection letter and partial payment were in compliance with 8 CCR Section 9795.4.

Cost Petitioner responded by submitting a Request for Second Bill Review on 11/1/2022 stating that the amount in dispute was \$85.00 and that the provider was providing additional information to support “MARKET RATE” (Exhibit 3). However, Defendant in its verified Trial Brief stated that there were no supporting documents included in the Request for Second Bill Review, and it

was thus, defective. Defendant's argument is consistent with Cost Petitioner's Exhibit 3 as it was filed as a Request for Second Bill Review without any attachments.

Cost Petitioner at the time of trial provided some evidence to support its contention that market rate was higher than the \$185 which was paid by Defendant (Exhibits 4,5,6). The Superior Court of California for the County of Los Angeles provided a letter to George Corson, the representative for Cost Petitioner, dated 2/21/2023 indicating that there was no memorandum vacating the local rate of \$76 per hour for certified/registered interpreters, but AB1657, effective 1/1/2015 prohibited Superior Courts from charging parties for the services of a court reporter. Therefore, it likely prompted the omission of an hourly rate for interpreter services in the fee schedule after 2015 (Exhibit 5).

Cost Petitioner submitted two invoices from Tony Barriere Interpreting Service, Inc. in which charges of \$266 were fully allowed by the Berkshire Hathaway's Explanation Of Bill Review on at least three other cases. However, most of these were for hearings, conferences, and deposition. There was one allowance for reading of a C&R billed at \$266 on 3/7/24. However, this is approximately 18 months subsequent to the date that the services at issue were provided.

Defendant provided Payment Policies for Independent Contractor Interpreters for the Judicial Council of California effective 7/1/21, which provided an hourly rate of \$44. For court sessions, the half-day rate was \$175 and the full-day rate was \$250.

Cost Petitioner has not refuted Defendant's assertion that no documentation to establish market rate was attached to the Request for Second Bill Review, thus rendering it defective under *Labor Code Section 4622 (b)(1)(E)*. Given that the Request for Second Bill Review was not properly submitted within 90 days after the objection and partial payment, Defendant had no further obligation to pay the disputed balance to Cost Petitioner pursuant to *Labor Code Section 4622(b)(2)*.

Notwithstanding the insufficient Request for Second Bill Review, if the hourly market rate were \$76 per hour according to the prior Superior Court of Los Angeles former fee schedule, Defendant paid \$185, which would be 2.43 hours at the market rate. Therefore, it is found that the payment of \$185 for the translation in Spanish of a Compromise & Release Agreement in Van Nuys was reasonable.

## **II. 60 DAY DEMAND FOR REIMBURSEMENT OF COSTS AS CONDITION PRECEDENT TO FILING COST PETITION**

*Cal. Code of Regulations Section 10545 (e)* requires that a petition for costs shall not be filed or served until at least 60 days after a written demand for the costs

has been served on the defendant. There is no evidence provided by Cost Petitioner that a written demand for costs in compliance with *CCR 10545(d) and (e)*. The Bill of Particulars for the Law Offices of George E. Corson IV does not identify a charge for a written demand for costs (Exhibit 7). Therefore, it is found that the requirement of service of a written demand at least 60 days before the Cost Petition was filed was not met. Accordingly, the Cost Petition is dismissed.

### **III. DEFENDANT’S LIABILITY FOR COSTS AND SANCTIONS**

As stated above, Defendant paid the reasonable value for the services of translating in the Spanish language a Compromise & Release Agreement in Van Nuys. Cost Petitioner did not file a sufficient Request for Second Bill Review, nor did it comply with the regulations for filing a cost petition. Therefore, it is found that Defendant has no liability for costs and sanctions.

(Opinion on Decision, 11/22/25, at pp. 1-4.)

### **III.**

We highlight the following legal principles that may be relevant to our review of this matter:

Workers’ compensation proceedings are conducted in English, and with respect to non-English speaking individuals, their due process rights may be violated if the information is not presented in a language they understand. Specifically, we believe that where a non-English speaking injured worker must give testimony or appear at an English only proceeding such as an Appeals Board hearing, the worker must be able to understand the information provided and the questions asked in order to meaningfully appear at the proceedings.

Similarly, when a Compromise and Release (C&R) is presented, which is a contract to settle a disputed claim, the worker must be able to understand the provisions of the C&R in order for the C&R to be a valid agreement. (Lab. Code §§ 5000-5003; *Camacho v. Target* (2018) 24 Cal.App.5th 291, 301-302 [83 Cal.Comp.Cases 1014 [“These safeguards against improvident releases place a workmen’s compensation release upon a higher plane than a private contractual release; it is a judgment, with ‘the same force and effect as an award made after a full hearing.’”]) It is imperative that the injured worker comprehend the meaning of the proceedings, including any documents that they review and sign. Otherwise, an injured worker’s due process rights may be violated if a translator is not provided to translate documents and for the reading of a C&R.

As reiterated in our recent en banc opinion *Perez v. Chicago Dogs* (2025) 90 Cal.Comp.Cases 830, 836 (Appeals Board en banc), in workers compensation proceedings, all

parties retain the fundamental right to due process under both the California and United States Constitutions. (*Rucker v. Workers' Comp. Appeals Bd.* (2000) 82 Cal.App.4th 151, 157-158 [65 Cal.Comp.Cases 805].)

Section 5811 states in pertinent part that:

“. . .Interpreter fees that are reasonably, actually, and necessarily incurred shall be paid by the employer under this section, provided they are in accordance with the fee schedule adopted by the administrative director.

A qualified interpreter may render services during the following: . . .(D) During those settings which the administrative director determines are reasonably necessary to ascertain the validity or extent of injury to an employee who does not proficiently speak or understand the English language.”

(Lab. Code, § 5811(b)(2).)

AD Rule 9795.3(b)(1) provides:

(b) The following fees for interpreter services provided by a certified or provisionally certified interpreter shall be presumed to be reasonable:

(1) For an appeals board hearing, arbitration, or deposition: ***interpreter fees shall be billed and paid at the greater of the following (i) at the rate for one-half day or one full day as set forth in the Superior Court fee schedule for interpreters in the county where the service was provided, or (ii) at the market rate.*** The interpreter shall establish the market rate for the interpreter's services by submitting documentation to the claims administrator, including a list of recent similar services performed and the amounts paid for those services. Services over 8 hours shall be paid at the rate of one-eighth the full day rate for each hour of service over 8 hours.

(Cal. Code Regs., tit. 8, § 9795.3(b)(1)(emphasis added.)

An interpreter has the burden of proving among other things that the fees charged were reasonable in order to recover charges for interpreter services. (*Guitron v. Santa Fe Extruders* (2011) 76 Cal.Comp.Cases 228, 234 (Appeals Board en banc); see *Kunz v. Patterson Floor Coverings, Inc.* (2002) 67 Cal.Comp.Cases 1588 (Appeals Board en banc) 1588; *Torres v. AJC Sandblasting* (2012) 77 Cal.Comp.Cases 1113 (Appeals Board en banc); *Tapia v. Skill Masters Staffing* (2008) 73 Cal.Comp.Cases 1338 (Appeals Board en banc) [when the value of the services is not established by a fee schedule, a lien claimant must present evidence of the reasonable value of those services in order to support recovery].)

We observe that decisions of the Appeals Board “must be based on admitted evidence in the record.” (*Hamilton v. Lockheed Corporation (Hamilton)* (2001) 66 Cal.Comp.Cases 473, 476 (Appeals Board en banc).) The WCJ and the Appeals Board have a duty to further develop the record where there is insufficient evidence on an issue. (*McClune v. Workers’ Comp. Appeals Bd.* (1998) 62 Cal.App.4th 1117, 1121-1122 [63 Cal.Comp.Cases 261].) The Appeals Board has a constitutional mandate to “ensure substantial justice in all cases.” (*Kuykendall v. Workers’ Comp. Appeals Bd.* (2000) 79 Cal.App.4th 396, 403 [65 Cal.Comp.Cases 264].) The Board may not leave matters undeveloped where it is clear that additional discovery is needed. (*Id.* at p. 404.) Furthermore, decisions of the Appeals Board must be supported by substantial evidence. (Lab. Code, §§ 5903, 5952(d); *Lamb v. Workmen’s Comp. Appeals Bd.* (1974) 11 Cal.3d 274 [39 Cal.Comp.Cases 310]; *Garza v. Workmen’s Comp. Appeals Bd.* (1970) 3 Cal.3d 312 [35 Cal.Comp.Cases 500]; *LeVesque v. Workmen’s Comp. Appeals Bd.* (1970) 1 Cal.3d 627 [35 Cal.Comp.Cases 16].)

Based on our preliminary review, it is not clear that we applied the correct analysis pursuant to AD Rule 9795.3(b)(1) to our prior decision. Taking into account the statutory time constraints for acting on the petition, and based upon our initial review of the record, we believe reconsideration must be granted to allow sufficient opportunity to further study the factual and legal issues in this case. We believe that this action is necessary to give us a complete understanding of the record and to enable us to issue a just and reasoned decision. Reconsideration is therefore granted for this purpose and for such further proceedings as we may hereafter determine to be appropriate.

#### IV.

In addition, under our broad grant of authority, our jurisdiction over this matter is continuing.

A grant of reconsideration has the effect of causing “the whole subject matter [to be] reopened for further consideration and determination” (*Great Western Power Co. v. Industrial Acc. Com. (Savercool)* (1923) 191 Cal.724, 729 [10 I.A.C. 322]) and of “[throwing] the entire record open for review.” (*State Comp. Ins. Fund v. Industrial Acc. Com. (George)* (1954) 125 Cal.App.2d 201, 203 [19 Cal.Comp.Cases 98].) Thus, once reconsideration has been granted, the Appeals Board has the full power to make new and different findings on issues presented for

determination at the trial level, even with respect to issues not raised in the petition for reconsideration before it. (See Lab. Code, §§ 5907, 5908, 5908.5; see also *Gonzales v. Industrial Acci. Com.* (1958) 50 Cal.2d 360, 364.) “[t]here is no provision in chapter 7, dealing with proceedings for reconsideration and judicial review, limiting the time within which the commission may make its decision on reconsideration, and in the absence of a statutory authority limitation none will be implied.”; see generally Lab. Code, § 5803 [“The WCAB has continuing jurisdiction over its orders, decisions, and awards. . . . At any time, upon notice and after an opportunity to be heard is given to the parties in interest, the appeals board may rescind, alter, or amend any order, decision, or award, good cause appearing therefor.”].)

“The WCAB . . . is a constitutional court; hence, its final decisions are given res judicata effect.” (*Azadigian v. Workers’ Comp. Appeals Bd.* (1992) 7 Cal.App.4th 372, 374 [57 Cal.Comp.Cases 391; see *Dow Chemical Co. v. Workmen’s Comp. App. Bd.* (1967) 67 Cal.2d 483, 491 [32 Cal.Comp.Cases 431]; *Dakins v. Board of Pension Commissioners* (1982) 134 Cal.App.3d 374, 381 [184 Cal.Rptr. 576]; *Solari v. Atlas-Universal Service, Inc.* (1963) 215 Cal.App.2d 587, 593 [30 Cal.Rptr. 407].) 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. Interlocutory procedural or evidentiary decisions, entered in the midst of the workers’ compensation proceedings, are not considered “final” orders. (*Maranian v. Workers’ Comp. Appeals Bd.* (2000) 81 Cal.App.4th 1068, 1070, 1075 [65 Cal.Comp.Cases 650].) [“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”].)

Section 5901 states in relevant part that:

No cause of action arising out of any final order, decision or award made and filed by the appeals board or a workers’ compensation judge shall accrue in any court to any person until and unless the appeals board on its own motion sets aside the final order, decision, or award and removes the proceeding to itself or if the person files a petition for reconsideration, and the reconsideration is granted or denied. . . .

Thus, this is not a final decision on the merits of the Petition for Reconsideration, and we will order that issuance of the final decision after reconsideration is deferred. Once a final decision is issued by the Appeals Board, any aggrieved person may timely seek a writ of review pursuant to Labor Code sections 5950 et seq.

V.

Accordingly, we grant cost petitioner's Petition for Reconsideration, and order that a final decision after reconsideration is deferred pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law.

For the foregoing reasons,

**IT IS ORDERED** that cost petitioner's Petition for Reconsideration is **GRANTED**.

**IT IS FURTHER ORDERED** that a final decision after reconsideration is **DEFERRED** pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law.

**WORKERS' COMPENSATION APPEALS BOARD**

**/s/ JOSÉ H. RAZO, COMMISSIONER**

**I CONCUR,**

**/s/ LISA A. SUSSMAN, DEPUTY COMMISSIONER**

**/s/ CRAIG L. SNELLINGS, COMMISSIONER**



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

**JUNE 5, 2026**

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

**LAW OFFICE OF GEORGE CORSON  
SIEGEL, MORENO & STETTLER, APC**

**PAG/cm**

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