

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

**LATOYA MARTIN, *Applicant***

**vs.**

**PDQ LOGISTICS, LLC dba DELIVERY SERVICE PROVIDERS; OLD REPUBLIC  
INSURANCE COMPANY, administered by SEDGWICK, *Defendants***

**Adjudication Number: ADJ14257977  
Marina del Rey District Office**

**OPINION AND ORDER  
DISMISSING PETITION  
FOR RECONSIDERATION**

Applicant, acting in pro per,<sup>1</sup> seeks reconsideration of the Order Approving Compromise and Release (OACR) issued by the workers' compensation administrative law judge (WCJ) on March 18, 2024.

Applicant appears to contend that she did not intend to release her right to further medical treatment by defendant when she agreed to the Compromise & Release (C&R).

We received an Answer from applicant's former attorney.<sup>2</sup> Applicant's former attorney is reminded that: "A document that is not part of the adjudication file shall not be attached to or filed with a petition for reconsideration or answer unless a ground for the petition for reconsideration is newly discovered evidence." (Cal. Code Regs., tit. 8, § 10945(c)(2).) Thus, we do not accept and have not considered the documents attached to the Answer.

We did not receive an answer from defendant. The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report) recommending that the Petition be denied or, in the alternative, returned to the WCJ for consideration of the Petition as one to set aside the OACR.

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<sup>1</sup> Applicant filed a Notice of Dismissal of Attorney on March 29, 2026.

<sup>2</sup> Applicant's former attorneys' Answer appears to refer to various attorney-client communications, which we do not consider. Applicant's attorney is cautioned that even though they no longer represent applicant, they are prohibited from revealing such communications without applicant's consent. (See Bus. & Prof. Code, § 6068(e)(1); Evid. Code, §§ 952, 954; *Jacuzzi v. Jacuzzi Bros., Inc.* (1963) 218 Cal.App.2d 24, 28.)

We have considered the allegations in the Petition, the Answer, and the contents of the Report with respect thereto.

Based on our review of the record, and as discussed below, we will dismiss the Petition as premature, and we will return this matter to the trial level for consideration of the Petition as one to set aside the OACR.

## **BACKGROUND**

We will briefly review the relevant facts.

Applicant claimed injury to various body parts, including her left leg, left ankle, left foot, while employed by defendant as a delivery driver on January 23, 2021. Applicant filed an amended Application for Adjudication, claiming injury to her left knee and her right leg, as a compensable consequence.

Applicant was evaluated by qualified medical evaluator (QME) in orthopedic surgery, Anoush Ehya, M.D. Dr. Ehya issued reports on October 19, 2021, March 29, 2022, April 29, 2022, June 21, 2022, October 11, 2022, and January 23, 2024. In his reporting, Dr. Ehya refers to treatment for applicant's left foot, left ankle, left knee and right knee.

On March 15, 2024, applicant and defendant entered into a C&R, based on the reporting of Dr. Ehya. (C&R, dated March 14, 2024.) Per the C&R, the most recent QME report at the time of the settlement was dated January 23, 2024. The only body parts identified in Paragraph No. 1 were left foot and left ankle. (C&R, dated March 15, 2024, ¶ 1, p. 3.)

On March 18, 2024, the WCJ issued the Order Approving Compromise and Release (OACR). The C&R was approved on a walkthrough calendar, without applicant present.

On March 29, 2026, applicant filed a Petition for Reconsideration, which states:

Prior to my last surgery on March 2023, the surgeon stated I will need one more surgery for my ankle to be completely healed. As of now, the fibula and tibia are not in place and are not in the socket, so it can just shatter. The additional surgery will cost approximately over \$26,000. This petition is to request coverage for my final surgery. The Applicant Attorney said I would need to pay for the surgery myself. Every day at the end of the day my ankle is swollen and I need to elevate.

## DISCUSSION

### I.

Former Labor Code section<sup>3</sup> 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 10, 2026, and 60 days from the date of transmission is Tuesday, June 9, 2026. This decision is issued by or on June 9, 2026, so that we have timely acted on the Petition as required by section 5909(a).

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 shall be notice of transmission.

Here, according to the proof of service for the Report by the WCJ, the Report was served on April 10, 2026, and the case was transmitted to the Appeals Board on April 10, 2026. Service of the Report and transmission of the case to the Appeals Board occurred on the same day. Thus,

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<sup>3</sup> All statutory references are to the Labor Code unless otherwise stated.

we conclude that the parties were provided with the notice of transmission required by section 5909(b)(1) because service of the Report in compliance with section 5909(b)(2) provided them with actual notice as to the commencement of the 60-day period on April 10, 2026.

## II.

“The appeals board has continuing jurisdiction over all its orders, decisions, and awards made and entered under the provisions of [Division 4] ... At any time, upon notice and after the 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.” (Lab. Code, § 5803.)

We observe that contract principles apply to settlements of workers’ compensation disputes. The legal principles governing compromise and release agreements, and by extension, stipulations with request for award, are the same as those governing other contracts. (*Burbank Studios v. Workers’ Co. Appeals Bd. (Yount)* (1982) 134 Cal.App.3d 929, 935.) For a compromise and release agreement to be effective, the necessary elements of a contract must exist, including an offer of settlement of a disputed claim by one of the parties, and an acceptance by the other. (*Id.*)

There can be no contract unless there is a meeting of the minds and the parties mutually agree upon the same thing. (Civ. Code, §§ 1550, 1565, 1580; *Sackett v. Starr* (1949) 95 Cal.App.2d 128; *Sieck v. Hall* (1934) 139 Cal.App. 279, 291; *American Can Co. v. Agricultural Ins. Co.* (1909) 12 Cal.App. 133, 137.) Stipulations between the parties must be interpreted to give effect to the mutual intention of the parties that existed at the time of contracting, so far as the same is ascertainable and lawful. (*County of San Joaquin v. Workers’ Compensation Appeals Bd. (Sepulveda)* (2004) 117 Cal.App.4th 1180, 1184 [69 Cal.Comp.Cases 193], citing Civ. Code, § 1636.)

An injured worker must understand the provisions of the C&R in order for the C&R to be a valid settlement agreement. If applicant did not understand the C&R, or did not understand that the OACR extinguished defendant’s responsibility to provide future medical care, it calls into question whether the parties mutually agreed upon the same thing, which then calls into question whether a contract was formed.

We note that while the parties may stipulate to the facts in controversy, the WCJ is not bound by the parties’ stipulations and may make further inquiry into the matter to enable it to determine the matter in controversy. (Lab. Code, § 5702; see also *County of Sacramento v.*

*Workers' Comp. Appeals Bd. (Weatherall)* (2000) 77 Cal.App.4th 1114, 1119 [65 Cal.Comp.Cases 1]; *Turner Gas Co. v. Workers' Comp. Appeals Bd. (Kinney)* (1975) 47 Cal.App.3d 286 [40 Cal.Comp.Cases 253].) However, no finding shall be made contrary to a stipulation of the parties without giving the parties notice and an opportunity to be heard. (Lab. Code, § 5702; Cal. Code Regs., tit. 8, § 10835.)

“The Workers’ Compensation Appeals Board shall inquire into the adequacy of all Compromise and Release agreements and Stipulations with Request for Award, and may set the matter for hearing to take evidence when necessary to determine whether the agreement should be approved or disapproved, or issue findings and awards.” (Cal. Code Regs., tit. 8, § 10700(b).)

As workers’ compensation proceedings are informal, “there are certain safeguards in place to protect workers from unknowingly releasing their rights.” (*Camacho v. Target Corp.* (2018) 24 Cal.App.5th 291, 301 [83 Cal.Comp.Cases 1014].) “To safeguard the injured worker from entering into unfortunate or improvident releases as a result of, for instance, economic pressure or bad advice, the worker’s knowledge of and intent to release particular benefits must be established separately from the standard release language of the form.” (*Claxton v. Waters* (2004) 34 Cal.4th 367, 373 [69 Cal.Comp.Cases 895]; see also *Camacho, supra*, 24 Cal.App.5th at p. 301.)

Section 5001 provides that no settlement is valid unless it is approved by a WCJ, referee, or the Appeals Board. (Lab. Code, § 5001; *Steller v. Sears, Roebuck & Co.* (2010) 189 Cal.App.4th 175, 180 [75 Cal.Comp.Cases 1146]; *Johnson v. Workmen’s Comp. Appeals Bd.* (1970) 2 Cal.3d 964, 973 [35 Cal.Comp.Cases 362].) An approved workers’ compensation compromise and release rests 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.” (*Smith v. Workers’ Comp. Appeals Bd.* (1985) 168 Cal.App.3d 1160, 1169 [50 Cal.Comp.Cases 311] (writ den.); *Johnson, supra*, 2 Cal.3d at p. 973.)

The WCJ’s inquiry into the adequacy of the agreement furthers the legislative objective of safeguarding the injured worker from entering into unfortunate or improvident compromises as a result of, for instance, economic pressure or lack of competent advice. (*Claxton, supra*, 34 Cal.4th at p. 373; *Sumner v. Workers’ Comp. Appeals Bd.* (1983) 33 Cal.3d 965, 972-973; *Johnson, supra*, 2 Cal.3d at p. 973.)

Decisions of the Appeals Board “must be based on admitted evidence in the record.” (*Hamilton v. Lockheed Corporation* (2001) 66 Cal.Comp.Cases 473, 476 (Appeals Bd. en banc).)

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].) An adequate and complete record is necessary to understand the basis for the WCJ's decision. (Lab. Code, § 5313; see also Cal. Code Regs., tit. 8, § 10787.) "It is the responsibility of the parties and the WCJ to ensure that the record is complete when a case is submitted for decision on the record. At a minimum, the record must contain, in properly organized form, the issues submitted for decision, the admissions and stipulations of the parties, and admitted evidence." (*Hamilton, supra*, 66 Cal.Comp.Cases at p. 475.) The WCJ's decision must "set[] forth clearly and concisely the reasons for the decision made on each issue, and the evidence relied on," so that "the parties, and the Board if reconsideration is sought, [can] ascertain the basis for the decision[.] . . . For the opinion on decision to be meaningful, the WCJ must refer with specificity to an adequate and completely developed record." (*Id.* at p. 476 (citing *Evans v. Workmen's Comp. Appeals Bd.* (1968) 68 Cal. 2d 753, 755 [33 Cal.Comp.Cases 350]).)

Because no hearing has been held, the WCJ has not had the opportunity to assess applicant's understanding of the proposed settlement agreement and applicant's knowledge of and intent to release her right to benefits was not adequately established. Applicant's allegations in her Petition suggest that applicant may require future medical care and that applicant did not understand "future medical care" to refer to care following completion of the impending surgery. Once the WCJ has created a record, including testimony by applicant and relevant medical evidence, the WCJ can consider whether the basic elements of a contract were present when the parties signed the C&R and whether the contract should be set aside (*Weatherall, supra*, 77 Cal.App.4th at p. 1119).

Accordingly, we dismiss applicant's Petition for Reconsideration as premature and return the matter to the WCJ for further proceedings consistent with this opinion. Upon return of this matter to the trial level, we recommend that the WCJ treat the Petition as a petition to set aside and create a record.

For the foregoing reasons,

**IT IS ORDERED** that applicant's Petition for Reconsideration is **DISMISSED**.

**WORKERS' COMPENSATION APPEALS BOARD**

**/s/ KATHERINE WILLIAMS DODD, COMMISSIONER**

**I CONCUR,**

**/s/ JOSÉ H. RAZO, COMMISSIONER**

**/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER**



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

**JUNE 9, 2026**

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

**LATOYA MARTIN  
WORK INJURY LAW GROUP, LLP  
GALE, SUTOW & ASSOCIATES**

***JB/pm***

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