

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

**EMILIA RAMIREZ ROBLES, *Applicant***

**vs.**

**BARBARA F. RAUSCH and STATE COMPENSATION INSURANCE FUND, *Defendants***

**Adjudication Number: ADJ11023915  
Marina del Rey District Office**

**OPINION AND ORDER  
GRANTING PETITION FOR  
RECONSIDERATION  
AND DECISION AFTER  
RECONSIDERATION**

Armando L. Barrera dba AB, Interpreters, (AB, Interpreters) seeks reconsideration of the Order issued by the workers' compensation administrative law judge (WCJ) on April 19, 2022, wherein the WCJ stated/ordered: "The interpreter's fees at issue are payable in accordance with the applicable fee schedule under Labor Code 4600 (a) and CCR 9795.3."

AB, Interpreters contends that pursuant to Administrative Director rule 9795.3(b)(1), it billed defendant the proper amount for the interpreter services provided to applicant, and that the Official Medical Fee Schedule does not apply to those services.

We received a Report and Recommendation on Petition for Reconsideration (Report) from the WCJ recommending the Petition for Reconsideration (Petition) be denied. We received a Response (Answer) from defendant.

We have considered the allegations in the Petition and the Answer, and the contents of the Report. Based on our review of the record, and for the reasons discussed below, we will grant reconsideration, rescind the Order, and return the matter to the WCJ for further proceedings consistent with this opinion and to issue a new decision from which any aggrieved person may timely seek reconsideration.

**BACKGROUND**

Emilia Ramirez Robles, applicant herein, claimed injury to her neck, back, hips, knee, and circulatory system, and in the form of stress and high blood pressure while employed by defendant

as a manager during the period from March 11, 1997, through March 2017. The injury claim was settled by Stipulations With Request for Award; a WCJ issued the Award, including an award of further medical treatment, on May 15, 2019. Applicant filed a Petition to Reopen on July 15, 2019. The parties submitted a Compromise and Release on November 13, 2020, and the WCJ issued the Order Approving Compromise and Release on December 17, 2020. The interpreter services at issue occurred on November 5, 2020, in Los Angeles County, when AB, Interpreters translated/read the Compromise and Release to applicant.

By its November 6, 2020 Invoice, AB, Interpreters billed defendant \$275.00 for “Interpreting Service Provided for Reading C&R: 11/05/20.” (CP [Cost Petitioner], Exh. 1, Invoice, November 6, 2020.) Defendant submitted payment in the amount of \$156.56 (Def. Exh. A, Individual Payment Report) and AB, Interpreters issued an “Itemized Statement” indicating that the “Total Balance Due” was \$118.44. (CP Exh. 2, Itemized Statement, December 23, 2020.)

AB, Interpreters filed a “Petition for 5811 Costs” and the matter was tried on February 16, 2022. The issues submitted for decision included various arguments by both parties regarding the proper payment for the November 5, 2020 interpreter services. (Minutes of Hearing and Summary of Evidence (MOH/SOE), February 16, 2022, pp. 2 – 3.)

## DISCUSSION

Together with the findings, decision, order or award, there shall be served upon all the parties to the proceedings a summary of the evidence received and relied upon and the reasons or grounds upon which the determination was made." (Lab. Code, § 5313; see also *Blackledge v. Bank of America, ACE American Insurance Company* (2010) 75 Cal.Comp.Cases 613, 621-22 (Appeals Board en banc).) The WCJ's opinion on decision "enables the parties, and the Board if reconsideration is sought, to ascertain the basis for the decision, and makes the right of seeking reconsideration more meaningful." (*Hamilton v. Lockheed Corporation (Hamilton)* (2001) 66 Cal.Comp.Cases 473, 476 (Appeals Board en banc), citing *Evans v. Workmen's Comp. Appeals Bd.* (1968) 68 Cal.2d 753, 755 [33 Cal.Comp.Cases 350, 351].)

Here, the Order does not include any specific findings as to the amount defendant owed AB, Interpreters for the November 5, 2020 interpreter services. Nor is there an Opinion on Decision that explains the reasoning and analysis upon which the WCJ's determination is based.

Under these circumstances, it is appropriate that we rescind the Order and return the matter to the WCJ so that she may issue a decision consistent with statutory and case law noted above.

Although we are not making a ruling as to the issues submitted by the parties, it is important to note that the provisions of the Labor Code and the Administrative Director (AD) rules regarding interpreter services needed for medical treatment are different from the provisions as to interpreter services provided in other settings.

Labor Code section 4600 states in part that:

(a) Medical, surgical, chiropractic, acupuncture, and hospital treatment, including nursing, medicines, medical and surgical supplies, crutches, and apparatuses, including orthotic and prosthetic devices and services, that is reasonably required to cure or relieve the injured worker from the effects of the worker's injury shall be provided by the employer. ... ¶ ... (g) If the injured employee cannot effectively communicate with the employee's treating physician because the employee cannot proficiently speak or understand the English language, the injured employee is entitled to the services of a qualified interpreter during medical treatment appointments. To be a qualified interpreter for purposes of medical treatment appointments, an interpreter is not required to meet the requirements of subdivision (f), but shall meet any requirements established by rule by the administrative director that are substantially similar to the requirements set forth in Section 1367.04 of the Health and Safety Code. The administrative director shall adopt a fee schedule for qualified interpreter fees in accordance with this section.

(Lab. Code, § 4600.)<sup>1</sup>

Also, the billing/payment requirements in section 4603.2 are in regard to "A provider of services provided pursuant to Section 4600, including but not limited to ... interpreters ..." (Lab. Code, § 4603.2(b)(1)(A).)

Further, section 5811 states:

... 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).)

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

As to the actual amount to be paid for interpreter services, the provisions of AD rule 9795.3 relevant to the issues herein, are:

(a) Fees for services performed by a certified or provisionally certified interpreter, upon request of an employee who does not proficiently speak or understand the English language, shall be paid by the claims administrator for any of the following events: ... (6) A conference held by an information and assistance officer ... to assist in resolving a dispute between an injured employee and a claims administrator. (7) Other similar settings determined by the Workers' Compensation Appeals Board to be reasonable and necessary to determine the validity and extent of injury to an employee.

(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. ... (2) For all other events listed under subdivision (a), interpreter fees shall be billed and paid at the rate of \$11.25 per quarter hour or portion thereof, with a minimum payment of two hours, or the market rate, whichever is greater. ...

(Cal. Code Regs., tit. 8, § 9795.3.)

In this matter it appears that there is no dispute as to whether AB, Interpreters is entitled to payment for the services provided to applicant. The issue is the amount of the payment. It is important to note that the code sections and regulations quoted above are clear that sections 4600(g) and 4603.2 apply to medical treatment including interpreter fees needed for medical treatment, whereas the quoted portions of section 5811(b)(2) and AD rule 9795.3 apply to interpreter services that are not related to medical treatment. It is also important to note that in support of its arguments, defendant cites the Third District Court of Appeal decision in *Meadowbrook Ins. Co. v. Workers' Comp. Appeals Bd. (Meadowbrook)* (2019) 42 Cal.App.5th 432 [84 Cal.Comp.Cases 1033]. However, regarding the underlying facts in that case, the Court stated:

In separate incidents, Miguel Velazquez and Servando Velazquez (claimants) suffered injuries within the scope of their employment, and each required Spanish language interpreting services in connection with their medical care. (*Ibid*, at 435 [Cal.Comp.Cases 1034].)

Again, the interpreter services at issue in the present case were not provided in connection with or related to applicant's medical treatment. Therefore, the Court's decision in *Meadowbrook* is not precedent regarding the issues submitted for decision in this matter.

Finally, an issue raised by AB, Interpreters in the MOH/SOE but not addressed by the Order, is a "reasonable attorney fee" for litigating the issue of the \$118.44 "balance due." Our review of the Electronic Adjudication Management System (EAMS) ADJ file indicates that the parties attended a Mandatory Settlement Conference, submitted trial briefs, attended the trial, and submitted the Petition and Answer at issue herein. We have no evidence of the actual costs incurred by the parties as a result of this matter, but there clearly is a question as to whether the \$118.44 being disputed by the parties warrants their respective costs resulting from the litigation. Also, it appears likely that there will be additional costs incurred, if upon return of this matter to the WCJ, there is additional litigation pertaining to the issues raised at the trial and submitted for decision. In light of the costs of this ongoing litigation, as compared to the payment amount being disputed, it may be in the parties' interest to request that the WCJ schedule a Status Conference in order to facilitate a final settlement and resolution of the Petition for Costs.

Accordingly, we grant reconsideration, rescind the Order, and return the matter to the WCJ for further proceedings consistent with this opinion and to issue a new decision from which any aggrieved person may timely seek reconsideration.

For the foregoing reasons,

**IT IS ORDERED** that AB, Interpreters' Petition for Reconsideration of the Order issued by the WCJ on April 19, 2022, is **GRANTED**.

**IT IS FURTHER ORDERED** as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the April 19, 2022 Order is **RESCINDED** and the matter is **RETURNED** to the WCJ to conduct further proceedings consistent with this opinion and to issue a new decision from which any aggrieved person may timely seek reconsideration.

**WORKERS' COMPENSATION APPEALS BOARD**

/s/ KATHERINE A. ZALEWSKI, CHAIR

I CONCUR,

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

/s/ MARGUERITE SWEENEY, COMMISSIONER



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

**June 24, 2022**

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

**AB INTERPRETER  
LAW OFFICES OF GEORGE CORSON  
STATE COMPENSATION INSURANCE FUND**

**TLH/pc**

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