

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

CALVIN GAINES, et al., *Applicants*

vs.

**ABM AVIATION, INC., permissibly self-insured,
administered by SEDGWICK CMS, et al., *Defendants***

**Adjudication Numbers: ADJ20216367; ADJ21320531; ADJ21696812; ADJ21685023;
ADJ21614143; ADJ20942969; ADJ20198453; ADJ21188642; ADJ21188644; ADJ20164163;
ADJ20858628; ADJ20858629; ADJ21048684; ADJ22360616; ADJ21482032; ADJ21749294;
ADJ20959336; ADJ20124756; ADJ20124744; ADJ20012968; ADJ21207947; ADJ21044279;
ADJ21778179; ADJ21889871; ADJ21634106; ADJ22363907; ADJ22017487; ADJ21397889;
ADJ21954446; ADJ22397441; ADJ22246435**

Van Nuys District Office

**OPINION AND ORDERS
GRANTING PETITIONS
FOR REMOVAL AND
DECISION AFTER REMOVAL**

(En Banc)

Upon a unanimous vote of its members, the Appeals Board issues this decision as an en banc decision.¹ (Lab. Code,² § 115.)

This decision involves twenty-four individual cases,³ where the applicants have sought removal from similar Orders Suspending Action (“OSAs”) issued by the same workers’ compensation administrative law judge (“WCJ”) on various Compromise and Release (“C&R”) agreements submitted for approval. The WCJ suspended action in each case because, among other reasons, the parties failed to establish adequacy of the proposed C&R and failed to file medical

¹ En banc decisions of the Appeals Board are binding precedent on all Appeals Board panels and workers’ compensation administrative law judges. (Cal. Code Regs., tit. 8, § 10325; *City of Long Beach v. Workers’ Comp. Appeals Bd. (Garcia)* (2005) 126 Cal.App.4th 298, 316, fn. 5 [70 Cal.Comp.Cases 109]; *Gee v. Workers’ Comp. Appeals Bd.* (2002) 96 Cal.App.4th 1418, 1424, fn. 6 [67 Cal.Comp.Cases 236].) This en banc decision is also adopted as a precedent decision pursuant to Government Code section 11425.60(b).

² All future statutory references are to the Labor Code unless noted.

³ Some cases involve multiple case numbers.

evidence supporting the proposed settlements. (Cal. Code Regs., tit. 8, §§ 10700, 10789.) The requested information varies, but the WCJ generally requested that the parties provide supporting medical documents, obtain an evaluation, and / or dismiss the claim with prejudice. The WCJ also requested documentation to establish the requested attorney's fee.

In each case, applicant contends that the OSA improperly compels applicant to complete additional discovery in response to the OSA; that the WCJ exceeded their scope of review; and that a WCJ may only review whether a settlement is adequate.

We received Answers from the defendants. In multiple cases, permission was requested to file a supplemental response, and we have accepted those Supplemental Responses. (Cal. Code Regs., tit. 8, § 10964.)

We have considered the allegations of the Petitions for Removal, the Answers, the Supplemental Responses, and the contents of the WCJ's Reports. Based on our review of the record, we will grant all the Petitions and order that these matters be consolidated for an en banc decision. As our Decision After Removal, we will rescind each of the OSAs, order that the WCJ be disqualified from further proceedings in each case, and thereafter rescind the order of consolidation, and return each case to the Presiding WCJ ("PWCJ") for reassignment to another WCJ and for further proceedings consistent with this decision.

We hold that:

1. A workers' compensation settlement is only enforceable after approval by the Workers' Compensation Appeals Board. In approving a settlement, a WCJ must consider whether the agreement is valid and must determine whether the settlement is adequate in order to protect the injured worker and the public interest.
2. Where the terms of the settlement are inconsistent, do not comply with the Labor Code, and / or are inadequate, the WCJ may investigate by issuing an order suspending action, and if the parties do not provide sufficient information, the WCJ may hold a hearing to create an evidentiary record that establishes the adequacy of a settlement.

FACTS

These matters involve an alleged course of conduct that appears to have occurred across multiple cases, involving various parties who have submitted C&Rs for approval. None of these matters have proceeded to an evidentiary hearing on the merits of the issues raised in the Petitions for Removal. The Appeals Board takes judicial notice of the Electronic Adjudication Management System (“EAMS”) files in each of these cases.

1. Calvin Gaines – ADJ20216367

On December 9, 2024, applicant filed an Application for Adjudication of Claim (“Application”), alleging that while working as a ramp scrubber for ABM Aviation⁴, applicant sustained a cumulative injury during the period ending on December 9, 2024, to the neck, psyche, and in the form of high blood pressure due to enduring a hostile work environment.

On September 15, 2025, applicant filed a Declaration of Readiness to Proceed (“DOR”), requesting a hearing and alleging that defendant was unresponsive in drafting a C&R.

On February 3, 2026, the parties filed a C&R, which purported to settle the matter for \$10,000.00. Defendant filed a cover letter with the C&R, which alleged, in full:

Please find attached a copy of the Executed Compromise and Release in the amount of \$10,000.00. Defendants maintain denial of the claim. The parties have reached a compromised settlement, as the parties do not wish to undergo additional discovery, and wish to buy their peace.

Defendants have confirmed with EDD [Employment Development Department] that there is no lien on this claim.

(Defendant’s Cover Letter, February 3, 2026.)

On February 4, 2026, the WCJ issued an OSA. The WCJ requested supporting medical documentation, stating, in pertinent part:

Since there is no medical report filed, there is no way to determine whether the settlement is adequate. If there are no medical reports obtained for these body parts for a CT ending 12/9/24, as of 2026, please provide an explanation why. In the alternative, applicant can seek a medical evaluation to ensure the Court has a substantial medical record to base [a] well-reasoned opinion on, in determining whether the settlement is adequate or not.

(Order Suspending Action on Compromise and Release, February 3, 2026.)

⁴ Although the Application lists ABM Aviation as the employer’s name, the employer’s name is identified as ABM Industries, Inc., in the C&R.

The WCJ further requested any witness statements collected by the parties and requested information about any civil settlements that applicant may have pursued against his employer.

Finally, the WCJ observed that no significant activity appeared to have occurred in the court's record and requested that applicant's attorney file an offer of proof to explain the requested 15% attorney's fee.

2. Crystal Kelly – ADJ21320531

On August 4, 2025, applicant filed an Application, alleging that while working as a "worker" for Amazon Air, applicant sustained a cumulative injury during the period ending on July 10, 2025, to the teeth, wrist, circulatory system, psyche, and in the form of headaches, all due to enduring a hostile work environment.

On October 27, 2025, applicant filed a DOR for an expedited hearing, requesting a hearing on the issue of medical treatment.

On November 19, 2025, defendant filed an answer, wherein it denied liability based upon a lack of substantial medical evidence and due to the claim being filed post-termination. After defendant filed its denial, applicant withdrew the DOR.

On January 28, 2026, the parties filed a C&R, which purported to settle the matter for \$20,000.00. Defendant submitted a cover letter with the C&R, which alleged, in pertinent part:

At this time, we do not have any medical reports to support an injury. Thus, the claim is denied.

A doctor has yet to find Applicant permanent and stationary. She understands her right to a final report from a QME or a PTP, but she chooses to settle her case now rather than continue with the hassles of discovery and litigation.

(Defendant's Cover Letter, January 27, 2026.)

On January 29, 2026, the WCJ issued an OSA, which requested a full history of the allegations of hostile work environment, including witness statements, and a breakdown as to the settlement's valuation. The WCJ also requested medical records, and stated in pertinent part: "If the headache/circulatory system claims are associated with blood pressure issues, a medical should be obtained for that. However, if the applicant does not wish to pursue further litigation or discovery, then applicant can certainly file a request to voluntarily dismiss the case, with prejudice." (Order Suspending Action on Compromise and Release, ADJ21320531, January 29, 2026, p. 1.)

The WCJ requested documentation to support of an award of a 15% attorney's fee. The WCJ also requested documents supporting the denial of claim and a source of any benefits paid, such as EDD, and documentation of any related civil lawsuits filed by applicant.

3. Brittany Johnson – ADJ20198453

On December 4, 2024, applicant filed an Application, alleging that while working as a front of house supervisor in training for Soaring Food Group, applicant sustained a cumulative injury during a 3-month period ending on June 18, 2024, in the form of stress and high blood pressure due to enduring harassment at work.

On August 8, 2025, applicant filed a DOR, requesting a hearing to address the status of the claim. At the subsequent hearing, the parties noted on the minutes that settlement was pending.

On January 23, 2026, the parties filed a C&R, which purported to settle the matter for \$20,000.00. The parties filed two reports from a qualified medical evaluator ("QME") with the C&R. Applicant was assigned a GAF score of 60, but was not yet permanent and stationary. The QME found predominant industrial causation of 60% due to alleged harassment of a supervisor. The QME noted in a supplemental report that applicant reported a diagnosis of hypertension during a recent emergency room visit, but that no medical records were provided for review. The QME deferred to an internal medicine specialist on the issue of hypertension.

The C&R noted that defendant maintained its denial of the claim pursuant to section 3208.3 because applicant worked less than six months.

On January 23, 2026, the WCJ issued an OSA, which stated, in pertinent part:

The C&R is for \$20,000.00 to resolve a 3 month psychiatric CT claim which may also be based on good faith personnel actions (termination for theft). No exceptions appear to apply to overcome the minimum 6-month rule. The parties shall provide an explanation as to why this case is not being dismissed, as opposed to being settled for \$20,000.00.

* * *

The parties should agree to an internal PQME to determine if applicant's 3 months of work at this employer has caused or aggravated a hypertension condition. If applicant does not have hypertension, or the claim is being withdrawn, please indicate that the applicant is dismissing her claim with prejudice as to the hypertension. If not, parties need to conduct discovery on the hypertension claim.

(Order Suspending Action on Compromise and Release, ADJ20198453, January 23, 2026, p. 1.)

The WCJ, in essence, requested detailed substantial medical evidence to support the adequacy of the C&R.

4. Dayvion Scott – ADJ21614143

On October 6, 2025, applicant filed an Application, alleging that while working as a delivery associate for Amplio Logistics, applicant sustained an injury on December 2, 2024, to the right knee, head, toes, left arm, and left foot, due to a trip and fall accident.

On November 21, 2025, defendant filed an answer, denying injury due to the post-termination defense.

On January 23, 2026, the parties filed a C&R, which purported to settle the matter for \$15,000.00.

On January 26, 2026, the WCJ issued an OSA requesting any and all medical evidence establishing injury. The WCJ stated in the OSA:

If applicant had a traumatic injury, there must be some medical evidence, and claiming a head injury as well may involve a traumatic brain injury that needs investigation to determine if the settlement is adequate. If there are no medical reports on file and no treatment for 13 months, please provide an explanation of why applicant is receiving \$15,000 and not dismissing the claim with prejudice entirely.

(Order Suspending Action on Compromise and Release, ADJ21614143, January 26, 2026.)

The WCJ further requested information on third party lawsuits, witness statements, and justification for attorney's fees.

5. Dioselin Contreras – ADJ21696812

On October 23, 2025, applicant filed an Application, alleging that while working as a ship dock for Amazon, applicant sustained a cumulative injury during the period ending on October 15, 2025, to the back, psyche and in the form of headaches due to enduring a hostile work environment.

On February 9, 2026, the parties filed a C&R, which purported to settle the matter for \$30,000.00. In a letter filed with the C&R, defendant alleged that applicant wished to settle her claim and forego examination by a QME.

On February 9, 2026, the WCJ issued an OSA requesting medical evidence in support of the C&R, information on any civil lawsuits, and justification for the requested 15% attorney's fee.

Thereafter, the parties filed relevant medicals.

6. Noelle Flora – ADJ21685023

On October 21, 2025, applicant filed an Application, alleging that while working as a veterinary assistant for Santa Maria Animal Hospital, applicant sustained a cumulative injury

during the period ending on September 19, 2025, to the psyche and in the form of headaches due to enduring a hostile work environment.

On January 20, 2026, defendant filed an answer, which denied injury due to a lack of substantial medical information and due to the post-termination defense.

On February 10, 2026, the parties filed a C&R, which purported to settle the matter for \$11,700.00.

On February 10, 2026, the WCJ issued an OSA requesting medical evidence in support of the C&R, information on any written or recorded statements including depositions, and justification for the requested 15% attorney's fee.

7. Joseph Juarez – ADJ20942969⁵

On May 15, 2025, applicant filed an Application, alleging that while working as a business manager for Bambee, Inc., applicant sustained a cumulative injury during the period ending on May 2, 2025, to the psyche due to enduring a hostile work environment.

On October 15, 2025, the parties filed a C&R, which purported to settle the matter for \$15,000.00.

On October 17, 2025, the WCJ issued an OSA requesting medical evidence in support of the C&R and justification for the requested 15% attorney's fee.

On January 26, 2026, the parties filed an amended C&R along with a joint cover letter. The parties presented a lien waiver from EDD. They alleged that applicant did not wish to pursue his claim. Applicant's attorney filed a letter regarding the work that they performed to justify a request for a 15% fee award.

On January 26, 2026, the WCJ issued a "Second Order Suspending Action on Compromise and Release," wherein the WCJ requested medical reporting to establish adequacy of the settlement.

⁵ The WCJ's Report, which was served upon applicant at his address contained on the C&R, was returned to the Appeals Board as undeliverable. Upon return the parties may wish to confirm applicant's correct address.

8. Michelle Horna Alcantara – ADJ20164163

On November 26, 2024, applicant filed an Application, alleging that while working as a restorative nursing assistant for White Blossom Care Center, applicant sustained a cumulative injury during the period ending on October 8, 2024, to the back and the psyche due to experiencing a hostile work environment.

Defendant filed an answer denying compensability based upon a lack of medical, post-termination defense, and the statute of limitations.

On March 2, 2026, the parties filed a C&R, purporting to settle the matter for \$14,000.00. The parties alleged via a cover letter that applicant did not wish to see any doctor relating to the case.

On March 4, 2026, the WCJ issued an OSA requesting medical evidence to establish adequacy and suggesting that applicant dismiss the case with prejudice absent such evidence.

9. Isidro Fernandez – ADJ21889871

On December 4, 2025, applicant filed an Application, alleging that while working as a small engine mechanic for Haynes Sales, applicant sustained a cumulative injury during the period ending on November 15, 2024, to the feet, back, knees, shoulders, and psyche.

On March 4, 2026, defendant filed an answer denying liability based, in part, upon a lack of substantial medical evidence and due to a post-termination filing.

On March 23, 2026, the parties filed a C&R, which purported to settle the matter for \$30,000.00.

On March 24, 2026, the WCJ issued an OSA requesting relevant medical records and justification for the requested attorney's fee. The WCJ suggested that applicant dismiss his case with prejudice if he did not want to obtain a medical evaluation.

10. Reynaldo Duar, Jr. – ADJ21188642, ADJ21188644

On July 7, 2025, applicant filed an Application, alleging that while working as a driver for Lyft, applicant sustained a specific and a cumulative injury to multiple body parts.

On March 4, 2026, the parties filed a C&R that purported to settle the matter for \$4,000.00. The parties provided a cover letter alleging that a Lyft driver is deemed an independent contractor by operation of law, which was the basis for their settlement.

The WCJ issued an OSA requesting medical records and noted: "In the absence of medical evidence, applicant may confirm in writing a request to dismiss the case, with prejudice, or confirm

in writing that he/she is withdrawing his/her Application for Adjudication of Claim.” (Joint Order Suspending Action on Compromise and Release, ADJ21188642, ADJ21188644, March 5, 2026.)

11. Maribel Castro – ADJ20858628, ADJ20858629

On April 28, 2025, applicant filed an Application, alleging that while working as a general laborer for Atlas Vineyard, applicant sustained a specific and a cumulative injury to the back and right knee.

On March 9, 2026, the parties filed a C&R, which purported to settle the matters for \$15,000.00. The parties included a cover letter alleging that defendant had not received any medicals to date. The letter does not state whether applicant was in possession of medicals.

On March 17, 2026, the WCJ issued an OSA requesting medical reporting and justification of the requested attorney’s fees.

12. Matthew Scott – ADJ21048684, ADJ22360616

On June 6, 2025, applicant filed an Application, alleging that while working as a “team member” for CG Hospitality Group, Inc., applicant sustained an injury on May 13, 2025 to the left finger.

On March 16, 2026, the parties filed a C&R, which included another specific injury of May 31, 2025, to the arm and elbow. The C&R purported to settle both cases for \$10,000.00.

That same day the WCJ issued an OSA requesting medical reporting in support of the C&R and additional justification for the requested attorney’s fee. Absent the filing of medical reporting, the WCJ suggested that applicant dismiss his case with prejudice.

13. Travone Fouse – ADJ21482032

On September 8, 2025, applicant filed an Application, alleging that while working as a package handler for FedEx, applicant sustained a cumulative injury during the period ending on June 18, 2009, to multiple body systems.

On November 4, 2025, defendant filed an answer denying liability based, in part, on the statute of limitations and post-termination defense.

On February 3, 2026, the parties filed a C&R, which purported to settle the matter for \$5,000.00.

On February 6, 2026, the WCJ issued an OSA requesting additional information on whether the case would be barred by the statute of limitations, all supporting medical records,

justification of the requested attorney's fee, and an explanation for how this claimed cumulative injury fit with other pending claims on file.

Applicant responded the next day, in part, alleging that multiple cumulative injury claims were filed against different employers because the period of injurious exposure had not yet been established.⁶

14. Winsdtong Tercero – ADJ21634106, ADJ22363907

On October 9, 2025, applicant filed an Application, alleging that while working as a general laborer for Maersk A.S., applicant sustained a cumulative injury during the period ending on August 5, 2025, to multiple body parts, including psyche due to enduring a hostile work environment.

On January 7, 2026, defendant filed an answer denying liability, in part, based upon the statute of limitations, post-termination defense, and lack of substantial medical evidence establishing injury.

On March 17, 2026, the parties filed a C&R that purported to settle the matter for \$25,000.00. The C&R also included a previously unpled specific injury.

That same day, the WCJ issued an OSA which requested, in pertinent part, medical evidence in support of the C&R and justification of the requested attorney's fee.

15. Ernesto Ramos – ADJ21749294

On November 3, 2025, applicant filed an Application, alleging that while working as a scare actor for NBC Universal, Inc., applicant sustained an injury on November 11, 2025, to the head and psyche due to a guest assault.

On March 12, 2026, the parties filed a C&R, which purported to settle this matter for \$37,500.00. The C&R notes that the claim of injury to the psyche was denied.

On March 23, 2026, the WCJ issued an OSA, suggesting that applicant voluntarily dismiss his case if he did not wish to proceed with a medical evaluation. The WCJ also requested justification for the requested attorney's fee.

⁶ Pursuant to section 5500.5, all employers in a single cumulative injury are to be joined in a single action. While applicant is free to settle against one employer and pursue their claim against the others (§ 5500.5(c)), the employers must be joined in a single case as they have the right to be notified of any election or settlements made. Upon return, the WCJ may consider consolidating these cases into a single case, and dismissing the other cases, without prejudice, as they appear to be duplicative.

16. Tevon McAfee – ADJ20959336

On May 19, 2025, applicant filed an Application, alleging that while working as a damage locator for Utiliquest LLC, applicant sustained a cumulative injury during the period ending on April 24, 2021, to multiple orthopedic and internal body parts, including the psyche.

On November 17, 2025, defendant filed an answer denying liability, in part, on the post-termination defense and statute of limitations.

On February 3, 2026, the parties filed a C&R, which purported to settle the matter for \$22,500.00.

On February 6, 2026, the WCJ issued an OSA requesting information on why the case would be barred, medical records supporting adequacy, and justification of attorney's fees. The WCJ suggested that applicant dismiss his case with prejudice if medical evidence was not submitted.

17. Jose Alberto Morales Beltran – ADJ20124756, ADJ20124744, ADJ20012968

On November 18, 2024, applicant filed three Applications, alleging that while working as a janitor / housekeeping for Rehabilitation Centers of Santa Monica, applicant sustained a cumulative injury during the period ending on August 26, 2024, to the psyche due to enduring a hostile work environment; a specific injury to the fingers; and a separate cumulative injury to both the hands and fingers.

It appears that applicant was evaluated by a QME, who diagnosed applicant with bilateral wrist pain, ankle pain, and hand numbness. It further appears that the QME requested additional diagnostic studies to determine whether applicant's conditions were industrial.

On March 5, 2026, the parties filed a C&R, which purported to settle all three of the matters for \$30,000.00. The C&R appears to be a global settlement between all defendants as the employer had multiple insurers during the last year of claimed cumulative trauma exposure.

On March 6, 2026, the WCJ issued an OSA and requested additional medical records noting that the QME only addressed one of the three cases at issue and that a medical treatment lien was filed, indicating the probability of additional reporting. The OSA, stated, in part: "If there are no medicals for these body parts/claims, please confirm in writing that applicant requests to dismiss those claims/body parts, with prejudice." (Order Suspending Action on Compromise and Release, ADJ20124756, ADJ20124744, ADJ20012968, March 6, 2026.)

18. Edgar Gonzalez – ADJ21207947

On July 10, 2025, applicant filed an Application, alleging that while working as a welder and manufacturer for Houston Manufacturing and Installation, applicant sustained a cumulative injury during the period ending on June 25, 2025, to the psyche due to enduring a hostile work environment.

On March 24, 2026, the parties filed a C&R, which purported to settle this matter for \$20,000.00. Defendant filed a cover letter with the C&R alleging that the claim was denied due to the post-termination defense and that no QME evaluation had occurred.

That same day the WCJ issued an OSA requesting that the parties file relevant medical reports and stating that applicant should dismiss the case absent the production of medical records. The WCJ further requested justification of the requested attorney's fees.

19. Alexandra Flores – ADJ21044279

On June 5, 2025, applicant filed an Application, alleging that while working as a HR assistant for Rescare Training Technologies, Inc.,⁷ applicant sustained a cumulative injury during the period ending on September 30, 2024, to the psyche.

On July 30, 2025, defendant filed an answer noting that the case was on delay status.

On March 9, 2026, the parties filed a C&R, which purported to settle the case for \$15,000.00. The C&R included the additional body parts of spine, bilateral upper extremities, hands, feet, and "internal." The C&R stated that the parties wished to forego the QME process.

On March 10, 2026, the WCJ issued an OSA requesting that the parties provide relevant medical records and suggesting that applicant dismiss her case with prejudice if medicals were not obtained. The WCJ further requested documentation to establish the requested attorney's fee.

20. Michaeline Ponce de Leon – ADJ21778179

On November 10, 2025, applicant filed an Application, alleging that while working as a dispatch officer for Patrol Net, applicant sustained a cumulative injury during the period ending on October 14, 2025, to the psyche due to experiencing a hostile work environment.

On December 5, 2025, defendant filed an answer denying liability for injury on the grounds that no medical evidence supported such a finding.

⁷ Although the Application lists the employer as Rescare Training Technologies, Inc., the C&R identifies the employer as Brightspring Health Services.

On February 27, 2026, the parties filed a C&R, which purported to settle the matter for \$7,500.00. Defendant filed a cover letter alleging that no medicals existed and that the parties simply wished to buy their peace.

On March 12, 2026, the WCJ issued an OSA requesting that the parties provide relevant medical records and suggesting that applicant dismiss her case with prejudice if medicals were not obtained. The WCJ further requested documentation to establish the requested attorney's fee.

21. Raquel Cruz – ADJ22017487

On January 2, 2026, applicant filed an Application, alleging that while working as a packager for Partners Personnel, applicant sustained a cumulative injury during the period ending on November 7, 2025, to the right fingers and right wrist.⁸

On April 1, 2026, the parties filed a C&R, which purported to settle the matter for \$10,000.00. Defendant filed a cover letter alleging that the parties wished to buy their peace.

On April 1, 2026, the WCJ issued an OSA requesting, amongst other items, that the parties provide relevant medical records and suggesting that applicant dismiss her case if medicals were not obtained. The WCJ further requested documentation to establish the requested attorney's fee.

22. Mayno Hernandez Quevedo – ADJ21397889

On August 19, 2025, applicant filed an Application, alleging that while working as a chauffeur⁹ for Capitol Tent City Corp., applicant sustained a cumulative injury during the period ending on July 11, 2025, to the head, back, and psyche while enduring a hostile work environment.

On March 20, 2026, the parties filed a C&R, which purported to settle the matter for \$20,000.00.

On April 7, 2026, the WCJ issued an OSA requesting, amongst other items, that the parties provide relevant medical records and suggesting that applicant dismiss the case if medicals were not obtained. The WCJ further requested documentation to establish the requested attorney's fee.

23. Violeta Bardales - ADJ21954446, ADJ22397441

On December 18, 2025, applicant filed an Application, alleging that while working as a “staffing variable” for Amazon, applicant sustained a cumulative injury during the period ending

⁸ On February 27, 2026, applicant filed an amended Application to join the employer, Partners Personnel, and to dismiss Weee Logistics, LLC, and Zurich Insurance Company. Yet, the C&R identifies the employer as Weee Logistics, LLC, and the insurer as Liberty Mutual Insurance Corporation.

⁹ While both the Application and amended Application indicate applicant was a “chauffeur,” the C&R filed by the parties lists applicant's occupation as a tent installer.

on November 25, 2025, to the head, circulatory system, endocrine system, left wrist, left arm, and psyche while enduring a hostile work environment.

On March 24, 2026, the parties filed a C&R, which purported to settle the matter for \$35,000.00. The C&R included an additional specific injury claim to the hand and wrist.

On March 24, 2026, the WCJ issued an OSA requesting, amongst other items, that the parties provide relevant medical records and suggesting that applicant dismiss the cases if medicals were not obtained. The WCJ further requested documentation to establish the requested attorney's fee and information on any civil lawsuits filed.

24. Priscilla Iman - ADJ22246435

On February 20, 2026, applicant filed an Application, alleging that while working as a licensed vocational nurse for 7th Avenue Center, LLC, applicant sustained a cumulative injury during the period ending on August 9, 2025, to the head, circulatory system, and psyche while enduring a hostile work environment.

On April 14, 2026, the parties filed a C&R, which purported to settle the matter for \$15,000.00. The C&R stated, in pertinent part: "THIS SETTLEMENT IS NOT BASED ON A FINAL REPORT, AS THERE ARENT ANY MEDS. ITS BASED ON A COMPROMISE BETWEEN THE PARTIES TO SETTLE A DENIED, AOE-COE CLAIM, WHERE EVERYONE WANTS TO BUY THEIR PEACE." (Compromise and Release, ADJ22246435, p. 6, all capitals in original.)

On April 14, 2026, the WCJ issued an OSA requesting, amongst other items, that the parties provide relevant medical records and suggesting that applicant dismiss the case with prejudice if medicals were not submitted. The WCJ further requested documentation to establish the requested attorney's fee.

DISCUSSION

I.

Basis for Removal

"The appeals board may appoint one or more workers' compensation administrative law judges in any proceeding, as it may deem necessary or advisable, and may refer, remove to itself, or transfer to a workers' compensation administrative law judge the proceedings on any claim." (§ 5310.) 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].) “Consolidation may be ordered by the Workers’ Compensation Appeals Board (“WCAB”) on its own motion[.]” (Cal. Code Regs., tit. 8, § 10396(b).) Here, consolidation is appropriate as these matters involve common issues of fact and law, and consolidation avoids the issuance of duplicate or inconsistent orders and promotes the efficient use of judicial resources by deciding these matters in a single proceeding. (Cal. Code Regs., tit. 8, § 10396(a).)

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).) Furthermore, decisions of the Appeals Board must be supported by substantial evidence. (§§ 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. (§ 5313; see also Cal. Code Regs., tit. 8, § 10787.)

All parties to a workers’ compensation proceeding retain the fundamental right to due process and a fair hearing 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].) “Due process requires notice and a meaningful opportunity to present evidence in regards to the issues.” (*Rea v. Workers’ Comp. Appeals Bd.* (2005) 127 Cal.App.4th 625, 635, fn. 22 [70 Cal.Comp.Cases 312]; see also *Fortich v. Workers’ Comp. Appeals Bd.* (1991) 233 Cal.App.3d 1449, 1452–1454 [56 Cal.Comp.Cases 537].)

Section 5702 states that:

The parties to a controversy may stipulate the facts relative thereto in writing and file such stipulation with the appeals board. The appeals board may thereupon make its findings and award based upon such stipulation, or may set the matter down for hearing and take further testimony or make the further investigation necessary to enable it to determine the matter in controversy.

(§ 5702.)

When a settlement is submitted for approval, it is submitted as a stipulation that is signed by all parties, with a joint request that the stipulation be approved. (§ 5702.) There is generally no issue of due process when a WCJ *approves* a joint request of the parties. However, when the WCJ

intends to reject a settlement or requires additional information before approving a settlement, the WCJ must provide adequate due process, which includes notice and an opportunity to be heard.

Pursuant to section 5702, the WCJ may seek further information or may set a hearing. After reviewing a proposed settlement, the WCJ may issue an OSA. (Cal. Code Regs., tit. 8, § 10700(b); Cal. Code Regs., tit. 8, § 10789(e) [“A workers’ compensation judge who is presented with a walk-through settlement document shall approve it, disapprove it, suspend action on it, or accept it for later review and action.”].) An OSA more commonly issues where a minor error has occurred, which can be easily corrected without a formal hearing. In such a case, the OSA operates in a similar manner as a notice of intent. (See Cal. Code Regs., tit. 8, § 10832.) This is generally an accepted practice, particularly since workers’ compensation proceedings have traditionally proceeded with a degree of informality. (§§ 5708, 5709.) However, an evidentiary hearing should be set where the terms of the agreement are unclear, contradictory, include provisions that are outside the Labor Code, the concern over adequacy is significant, and / or the parties fail to provide a sufficient response to the OSA.

Workers’ compensation does not permit judgment on the pleadings. (Cal. Code Regs., tit. 8, § 10515.) A WCJ cannot look beyond the settlement itself or the record of proceedings in determining adequacy. (Cal. Code Regs., tit. 8, § 10803.) The Appeals Board cannot review the adequacy of a settlement without a formal record. (See generally, *Hamilton, supra.*) Accordingly, where no formal record exists, upon receipt of a petition for removal or reconsideration of an OSA, and consistent with WCAB Rules 10955 and 10961, the WCJ may vacate the OSA and set the matter for an evidentiary hearing. (Cal. Code Regs., tit. 8, §§ 10955(d), 10961.)

Here, each of these cases concerns an OSA issued by the same WCJ. The reasons the OSA has issued in each case are similar, and the OSAs go far beyond simply seeking additional information. For example, the WCJ has given ultimatums to applicants to either obtain a medical evaluation or to dismiss their case. The WCJ issued the orders without providing the parties with notice or an opportunity to be heard. This violates the parties’ due process rights, which constitutes irreparable harm and thus, removal is warranted. Furthermore, as detailed below, the conduct of the WCJ in these matters warrants disqualification and the reasons warranting disqualification are also similar.

Accordingly, we will grant the Petitions for Removal and order consolidation of these matters.

II.

1. A workers' compensation settlement is only enforceable after approval by the Workers' Compensation Appeals Board. In approving a settlement, a WCJ must consider whether the agreement is valid and must determine whether the settlement is adequate in order to protect the injured worker and the public interest.

Section 5001 states in pertinent part that “[n]o release of liability or compromise agreement is valid unless it is approved by the appeals board or referee.” Section 5003 states that every C&R **shall** contain the following information:

- (a) The date of the accident.
- (b) The average weekly wages of the employee, determined according to Chapter 1 of Part 2 of this division.
- (c) The nature of the disability, whether total or partial, permanent or temporary.
- (d) The amount paid, or due and unpaid, to the employee up to the date of the release or agreement or death, and the amount of the payment or benefits then or thereafter to be made.
- (e) The length of time such payment or benefit is to continue.
- (f) In the event a claim of lien under subdivision (f) or (g) of Section 4903 has been filed, the number of days and the amount of temporary disability indemnity which should be allowed to the lien claimant.

(§ 5003.)

It has long been held that a C&R must provide fair compensation to the injured worker equivalent to what the injured worker would expect to receive from an award:

A tort release is effective upon execution, but a compromise and release of workmen's compensation liability is invalid until approved by the Workmen's Compensation Appeals Board. (Lab. Code, § 5001; see *Chavez v. Industrial Acc. Com.* (1958) 49 Cal.2d 701, 702 [321 P.2d 449].) . . . This inquiry by the referee should carry out the legislative objective of “protecting workmen who might agree to unfortunate compromises because of economic pressure or lack of competent advice.” (*Chavez v. Industrial Acc. Com.*, *supra*, 49 Cal.2d at p. 702.) 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.” (*Raischell & Cottrell, Inc. v. Workmen’s Comp. App. Bd.* (1967) 249 Cal.App.2d 991, 997 [58 Cal.Rptr. 159].)

(*Johnson v. Workmen’s Comp. Appeals Bd.* (1970) 2 Cal.3d 964, 973 [35 Cal.Comp.Cases 362]; see also, *Camacho v. Target* (2018) 24 Cal.App.5th 291, 301-302 [83 Cal.Comp.Cases 1014].)

In addition to the protection of injured workers, another purpose of adequacy review is to protect the public interest. (*Department of Rehabilitation v. Workers’ Comp. Appeals Bd.* (2003) 30 Cal.4th 1281, 1286 [68 Cal.Comp.Cases 831] [“The purpose of an award is not to make the employee whole for the loss which he or she has suffered, but to prevent the employee and his or her dependents from becoming public charges during the period of disability.”].) Workers’ compensation was created, in part, to prevent an injured worker from becoming a public ward. (*Ibid.*) Where benefits are due, they should be paid and the WCJ should ensure that payable benefits are not inappropriately shifted onto public systems, for example, Medicare, Medi-Cal, EDD, and Social Security. Adequacy review has the dual purpose of ensuring that an injured worker is appropriately paid benefits, which in turn benefits the public.

WCAB Rule 10700 states, in pertinent part:

(b) 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.

(c) Agreements that provide for the payment of less than the full amount of compensation due or to become due and undertake to release the employer from all future liability will be approved only where it appears that a reasonable doubt exists as to the rights of the parties or that approval is in the best interest of the parties.

(Cal. Code Regs., tit. 8, § 10700(b).

The WCAB’s jurisdiction is over claims for benefits provided in the Labor Code, and the WCAB has jurisdiction to approve settlement of claims for benefits that are provided by the Labor Code. The injured worker must have knowledge of each of the benefits that they may be entitled to, and they must intend to release those claims for benefits. Mere execution of the form is not sufficient. (*Camacho, supra*, 24 Cal.App.5th at p. 301.) The preprinted form does not release claims that are outside of workers’ compensation, and even if a separate document is executed by the parties, the WCAB cannot approve a settlement of claims that are outside of the Labor Code.

To determine whether benefits are adequately paid, a WCJ requires information. The WCJ may not simply approve any settlement filed. The WCJ must independently review the settlement and determine that the settlement is adequate.

A proposed contract to settle a claim is in lieu of an award of compensation and the WCAB must determine whether it is valid. (§§ 5000-5003.) Contract principles apply to settlements of workers' compensation disputes, and "[t]he legal principles governing compromise and release agreements are the same as those governing other contracts." (*Burbank Studios v. Workers' Co. Appeals Bd. (Yount)* (1982) 134 Cal.App.3d 929, 935 [47 Cal.Comp.Cases 832].) "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. [Citation.]" (*Id.*; see Civ. Code, §§ 1550, 1565, 1580; *German Sav. & Loan Soc. v. McLellan* (1908) 154 Cal. 710, 716; *Sackett v. Starr* (1949) 95 Cal.App.2d 128, 133.) "A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful. [Citations.]" (*County of San Joaquin v. Workers' Compensation Appeals Bd. (Sepulveda)* (2004) 117 Cal.App.4th 1180, 1184 [69 Cal.Comp.Cases 193].)

Thus, where the terms of the agreement are unclear or contradictory, or include provisions that are outside the Labor Code, the issue is whether a true contract has been formed. As explained in the next section, when the WCJ determines that the terms of the settlement document are at issue and / or when issues of adequacy arise, the WCJ should set the matter for a hearing.

III.

2. Where the terms of the settlement are inconsistent, do not comply with the Labor Code, and / or are inadequate, the WCJ may investigate by issuing an order suspending action, and if the parties do not provide sufficient information, the WCJ may hold a hearing to create an evidentiary record that establishes the adequacy of a settlement.

We emphasize that how much information is required to support adequacy will depend on the facts of each individual case. Some cases may involve fact patterns that are easily ascertainable. Others may be more complex. The WCJ reviewing adequacy is considering a multitude of issues,

including valuation of future medical treatment, temporary disability, permanent disability, a supplemental job displacement voucher, and death benefits. The WCJ may also consider threshold issues as to whether compensation is due, such as employment, the statute of limitations, and affirmative defenses. The fact that an injured worker may wish to forego litigation and settle their claim provides no information to the WCJ as to how the claim should be valued. If the parties fail to provide enough information, they should expect approval of their settlement to be delayed so that the WCJ may obtain the necessary information either through issuance of an OSA, or through a formal hearing.

Here, the WCJ requested that the parties file relevant medical records for the WCJ to review. This was appropriate as it is required by regulation. (Cal. Code Regs., tit. 8, § 10700(a) [“When filing a Compromise and Release or a Stipulations with Request for Award, the filing party shall file all agreed medical evaluator reports, qualified medical evaluator reports, treating physician reports, and any other [medical records] that are relevant to a determination of the adequacy of the Compromise and Release or Stipulations with Request for Award that have not been filed previously.”]; Cal. Code Regs., tit. 8, § 10789(b)(1) [“[A]ll supporting medical reports and other supporting documents not previously filed, shall be filed directly with the workers’ compensation judge at the date and time of the walk-through.”].) Parties should file supporting, relevant medicals at the time they file a settlement. **Parties may not withhold relevant medical records and / or either intentionally or negligently misrepresent that no such medical records exist.**

Many of the cases involved here have little to no information provided as to how settlement was valued. In such cases, a WCJ should request additional information to assist in determining adequacy. In addition to providing relevant medical reporting, the parties may wish to provide a statement from applicant, witness statements, depositions, recorded video of an injury, claim benefit letters including any denial letter, or any other information that will assist the WCJ in determining adequacy.

However, it is important to emphasize that other than medical reporting which automatically becomes part of the record of proceedings under WCAB Rule 10803 (Cal. Code Regs., tit. 8, § 10803), any other information provided to the WCJ is not part of the record of proceedings and is not admitted as evidence. In particular, WCJs should be mindful that oral statements presented at a walk-through are not part of the court’s record. This creates significant

problems, particularly in cases where a party seeks to set aside the settlement, because there is no record to review. Thus, it may be more appropriate to set a hearing and admit such evidence so that the basis for a determination that the settlement is adequate is clear. Here, while the WCJ may have properly requested supporting medical evidence in the OSAs, if other information was required, a hearing to admit evidence and create a record is the correct way to proceed.

We now turn to more specific considerations with respect to the WCJ's approach here.

One issue raised by the WCJ in these cases is the misconception that substantial medical evidence is required to determine adequacy of a stipulation. That is not true. Stipulations exist, in part, to obviate the need for evidence. (*County of Sacramento v. Workers' Comp. Appeals Bd. (Weatherall)* (2000) 77 Cal.App.4th 1114, 1121 [65 Cal.Comp.Cases 1].) As defined in *Weatherall*, "A stipulation is 'An agreement between opposing counsel . . . ordinarily entered into for the purpose of avoiding delay, trouble, or expense in the conduct of the action,' (Ballentine, Law Dict. (1930) p. 1235, col. 2) and serves '**to obviate need for proof** or to narrow range of litigable issues' (Black's Law Dict. (6th ed. 1990) p. 1415, col. 1) in a legal proceeding." (*Weatherall, supra*, 77 Cal.App.4th at p. 1119, emphasis added.) There is no requirement that substantial medical evidence support a stipulation. The only requirement for adequacy review is that sufficient information exists in the formal record to support a WCJ's decision on adequacy.

Next, the WCJ, in effect, required the parties to obtain medical evaluations within the text of the OSAs. This is improper for several reasons. First, any order for an applicant to attend an evaluation may only issue after providing notice to the parties. (Cal. Code Regs., tit. 8, § 10832.) No such order may issue within an OSA. Next, and as described above, the WCJ appears to have been operating under the misconception that substantial medical evidence must support the stipulations. The parties need only provide relevant information to permit the WCJ to determine adequacy. Further, if a medical evaluation is required to determine adequacy, such an evaluation may only be ordered after an evidentiary hearing has occurred, and the WCJ establishes a basis for such an order. Sections 4060 et seq. set forth the preferred framework for obtaining medical-legal reporting, and even though it is within the power of the WCJ to order applicant to be examined by a regular physician under section 5701, such procedures are generally used to resolve medical disputes *after* the parties have proceeded through the ordinary channels of discovery.

Many of the settlements proffered in these cases have been entered into prior to the parties proceeding with discovery. If the WCJ had concerns, as a matter of due process, the WCJ should

have set the matter for hearing to determine whether enough information exists to determine adequacy absent medical evidence. It was inappropriate under these facts for the WCJ to suggest that a party dismiss their claim *with prejudice*¹⁰ if they do not wish to attend a medical evaluation.

Another issue raised by the WCJ throughout each of these cases is protecting the interest of the insured defendants from overpaying claims. While that goal is noble, that is not within the province of adequacy review. If a defendant believes that a claim is filed frivolously or in bad faith, they may file an appropriate petition and seek to recover the costs of litigation. (Cal. Code Regs, tit. 8, § 10421.) If a defendant believes in good faith that a claim may involve fraud, defendant may take appropriate measures to report suspected fraud. (Cal. Ins. Code, § 1877.3(b).)¹¹ If there is information in the record that indicates that an insurance company might be overvaluing a claim, that suggests that the settlement is adequate and that the WCJ should approve the settlement. We again emphasize that the purpose of adequacy review is to protect the injured worker and the public interest.

Next, the WCJ requested information on any civil cases that an applicant may have filed. This could be appropriate in circumstances where the civil case overlaps with the workers' compensation case, giving rise to a possible third-party credit, because this informs the court as to the adequacy of a proposed settlement. (§§ 3850, et seq.) However, the WCJ's inquiry should be limited in scope to address the issue of adequacy and whether any third-party credit exists or may exist, and it should take place on the record. We again note that the WCJ's jurisdiction to approve a settlement is only as to those benefits provided by the Labor Code, and a settlement of any claims outside of the Labor Code is not enforceable.

Finally, the WCJ raised the issue of the requested attorney's fee in each case. With respect to information relating to an award of attorney's fees, section 4906, subdivision (a) provides that no "charge, claim, or agreement for legal services . . . is enforceable, valid, or binding in excess of a reasonable amount. The appeals board may determine what constitutes a reasonable amount." (§ 4906(a).) Attorneys are prohibited from demanding or accepting a fee until the amount is approved by the Appeals Board. (*Vierra v. Workers' Comp. Appeals Bd.* (2007) 154 Cal.App.4th

¹⁰ We would also note that a dismissal with prejudice is generally reserved for cases that are being dismissed on the merits. Where a party seeks dismissal based on reasons other than the merits of litigation, e.g. lack of prosecution, the appropriate order is dismissal without prejudice.

¹¹ Proceedings before the Appeals Board have no bearing upon subsequent criminal proceedings. (§ 5006.)

1128, 1131 [72 Cal.Comp.Cases 1128].) “The Legislature has thus spoken clearly and decisively that attorney fees in workers’ compensation cases cannot exceed an amount that is ‘reasonable’ and that the WCAB shall be the final arbiter of reasonableness in all cases.” (*Ibid.*)

A reasonable fee is determined under WCAB Rule 10844, which states:

In establishing a reasonable attorney’s fee, the workers’ compensation judge or arbitrator shall consider the:

- (a) Responsibility assumed by the attorney;
- (b) Care exercised in representing the applicant;
- (c) Time involved; and
- (d) Results obtained.

(Cal. Code Regs., tit. 8, § 10844; see § 4906(d).)

If the documents presented are sufficient to establish that the requested attorney’s fee is reasonable, the WCJ may award it. If not, the WCJ should request additional documentation to establish the requested attorney’s fee in each case, as the WCJ did here. When an issue as to the amount of the attorney’s fee arises, the attorney is still entitled to due process to establish the reasonableness of a fee, and any order regarding a disputed fee must be supported by a record. If the C&R is found adequate, but the adequacy of the attorney’s fee remains in question, the WCJ may approve the C&R with the requested attorney’s fee held in trust pending a hearing on the issue. Thus, if the WCJ does not intend to award the requested fee, the appropriate procedure is to set the matter for a hearing.

In sum, upon return to the district office, the newly assigned WCJ should evaluate settlement adequacy based on whether the parties have provided sufficient information to determine that the proposed settlements adequately protect the interest of the injured worker and the public interest. In doing so, the WCJ must allow the parties meaningful due process. Where the record does not adequately explain the value of the settlement, the WCJ may properly request supporting materials, including relevant medical records, civil case information in limited circumstances, and documentation supporting a request for attorney’s fees, and may delay approval until sufficient information is provided. However, the WCJ may not use an order suspending action to compel medical evaluations, dismissal with prejudice, or a reduction of attorney’s fees without notice, due process, and an appropriate record. The governing inquiry is whether the settlement is adequately supported by the information submitted, and if it is not, the

proper remedy is to develop the record through appropriate procedures, including a hearing to create an evidentiary record.

IV.

Disqualification

Section 5311 provides that a WCJ may be disqualified upon any one or more of the grounds specified in Code of Civil Procedure section 641. (§ 5311.) Among the grounds for disqualification under section 641 are that the WCJ has “formed or expressed an unqualified opinion or belief as to the merits of the action” (Code Civ. Proc., § 641(f)) or that the WCJ has demonstrated “[t]he existence of a state of mind ... evincing enmity against or bias toward either party.” (Code Civ. Proc., § 641(g).)

Here, in many of the Reports submitted, the WCJ used language which evidences unqualified opinions as to the merits of these cases and the existence of a state of mind evincing bias. For example, the WCJ stated:

If an allegedly injured [worker] does not want to bother to seek even one medical examination since he/she hired an attorney and filed the claims of injury, so as to address said injury claims, then there is no justification to award any monies at all and the person likely is not injured at all, and instead of dismissing the case with prejudice or ethically withdrawing the Application for Adjudication, the “free cash money handout system” rears its ugly head and rewards this type of behavior by allowing settlements where there is no way to tell if the settlement is adequate.

* * *

If the person does not have an industrial injury and cannot be bothered to even go to one medical evaluation before or after the case was filed, then applicant is clearly not injured.

* * *

It is this WCJ’s opinion that the Van Nuys WCAB has become a haven for applicants all over the state who hire an attorney and file in the Van Nuys venue, even when applicant lives in northern California or outside of LA County in general, and it has become a “get rich quick” scheme that this WCJ will no longer participate in.

(Report and Recommendation on Petition for Removal, ADJ21320531, p. 3.)

The above statements, amongst many others contained in the collective record, clearly warrant disqualification of the WCJ from proceeding in these matters. The WCJ has expressed unqualified opinions, which indicate that the WCJ is biased in proceeding further in evaluating the proposed settlements in these matters.

We would further remind WCJ Karinneh Aslanian that: “Every workers’ compensation administrative law judge shall abide by the Code of Judicial Ethics.” (Cal. Code Regs., tit. 8, § 9721.1; Cal. Code Jud. Ethics, canon 1 [“A judge shall uphold the integrity and independence of the judiciary.”], canon 2 [“A judge shall avoid impropriety and the appearance of impropriety in all of the judge’s activities.”], canon 3 [“A judge shall perform the duties of judicial office impartially, competently, and diligently.”].)

Thus, we will order that the WCJ is disqualified in each of these twenty-four cases, and that the PWCJ shall separately appoint a new WCJ in each matter.

V.

Conclusion

Therefore, we hold that:

1. A workers’ compensation settlement is only enforceable after approval by the Workers’ Compensation Appeals Board. In approving a settlement, a WCJ must consider whether the agreement is valid and must determine whether the settlement is adequate in order to protect the injured worker and the public interest.
2. Where the terms of the settlement are inconsistent, do not comply with the Labor Code, and / or are inadequate, the WCJ may investigate by issuing an order suspending action, and if the parties do not provide sufficient information, the WCJ may hold a hearing to create an evidentiary record that establishes the adequacy of a settlement.

Accordingly, we grant all the Petitions for Removal and order that these matters be consolidated for an en banc decision. As our Decision After Removal, we rescind each of the OSAs, order that the WCJ be disqualified from further proceedings in each case, and thereafter rescind the order of consolidation, and return each case to the PWCJ for reassignment to another WCJ and for further proceedings consistent with this decision.

For the foregoing reasons,

IT IS ORDERED that in each of the following listed cases, the Petitions for Removal filed by applicant are **GRANTED**.

	<u>Case Number(s)</u>	<u>Applicant</u>	<u>Defendant(s)</u>
1.	ADJ20216367	Calvin Gaines	ABM Industries, Inc., PSI
2.	ADJ21320531	Crystal Kelly	Amazon Air; Liberty Mutual Ins. Corp.
3.	ADJ20198453	Brittany Johnson	Soaring Food Group; Mid Century Ins.
4.	ADJ21614143	Dayvion Scott	Amplio Logistics; Starstone National Ins. Co.
5.	ADJ21696812	Dioselin Contreras	Amazon.com, Inc.;; Liberty Mutual Ins. Corp.
6.	ADJ21685023	Noelle Flora	Santa Maria Animal Hospital; Preferred Employers Ins. Co.
7.	ADJ20942969	Joseph Juarez	Bambee, Inc.;; Hartford Casualty Ins. Co.
8.	ADJ20164163	Michelle Horna Alcantara	Providence Group, Inc.;; XL Specialty Ins. Co.
9.	ADJ21889871	Isidro Fernandez	Haynes Environmental Services; State Farm Fire and Casualty Co.
10.	ADJ21188642, ADJ21188644	Reynaldo Duar, Jr.	Lyft, Inc., PSI
11.	ADJ20858628, ADJ20858629	Maribel Castro	Atlas Vineyard California Grapes Co.; Southern Ins. Co.
12.	ADJ21048684 ADJ22360616	Matthew Scott	CG Hospitality Group, Inc.;; Technology Ins. Co., Inc.
13.	ADJ21482032	Travone Fouse	FedEx Corp., PSI

- | | | | |
|-----|---------------------------------------------|---------------------------------|-----------------------------------------------------------------------------|
| 14. | ADJ21634106,
ADJ22363907 | Winsdtonsg Tercero | MVP Payroll Financing, LLC;
Sunz Ins. Co. |
| 15. | ADJ21749294 | Ernesto Ramos | NBC Universal Media, LLC;
Ace American Ins. Co. |
| 16. | ADJ20959336 | Tevon McAfee | Utiliquet Dycom;
Liberty Mutual Ins. Co. |
| 17. | ADJ20124756,
ADJ20124744,
ADJ20012968 | Jose Alberto Morales
Beltran | Rehab Center of Santa Monica;
Clear Spring Property and Casualty
Ins. |
| 18. | ADJ21207947 | Edgar Gonzalez | Houston Mfg. and Installation;
Insurance Co. of the West |
| 19. | ADJ21044279 | Alexandra Flores | Brightspring Health Services;
Ace American Ins. Co. |
| 20. | ADJ21778179 | Michaeline Ponce de Leon | Neighborhood Enhancement Teams,
LLC; Hartford Casualty Ins. Co. |
| 21. | ADJ22017487 | Raquel Cruz | Weee Logistics, LLC;
Liberty Mutual Ins. Co. |
| 22. | ADJ21397889 | Mayno Hernandez
Quevedo | Capitol Tent City Corp.;;
Pie Ins. Co. |
| 23. | ADJ21954446,
ADJ22397441 | Violeta Bardales | Amazon.com, Inc.;;
Liberty Mutual Ins. Co. |
| 24. | ADJ22246435 | Priscilla Iman | 7th Avenue Center, LLC;
Compwest Ins. Co. |

IT IS FURTHER ORDERED that per WCAB Rule 10396 (Cal. Code Regs., tit. 8, § 10396), the above listed cases are **CONSOLIDATED**.

IT IS FURTHER ORDERED as the Decision After Removal of the Workers' Compensation Appeals Board that in each of the above listed cases, the Orders Suspending Action on Compromise and Release are **RESCINDED**.

IT IS FURTHER ORDERED that on motion of the Workers' Compensation Appeals Board, in each of the above listed cases, WCJ Karinneh Aslanian is **DISQUALIFIED** from further proceedings.

IT IS FURTHER ORDERED that the Order of Consolidation issued herein is **RESCINDED**.

IT IS FURTHER ORDERED that each case is **RETURNED** to the Presiding WCJ to separately assign a new WCJ to each case for further proceedings consistent with this opinion.

WORKERS' COMPENSATION APPEALS BOARD (EN BANC)

/s/ KATHERINE A. ZALEWSKI, CHAIR

/s/ JOSÉ H. RAZO, COMMISSIONER

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

/s/ CRAIG L. SNELLINGS, COMMISSIONER

/s/ JOSEPH V. CAPURRO, COMMISSIONER

/s/ PAUL KELLY, COMMISSIONER

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

June 24, 2026

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

EDL/abs



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

SERVICE LIST

**CALVIN GAINES
CRYSTAL KELLY
BRITTANY JOHNSON
DAYVION SCOTT
DIOSELIN CONTRERAS
NOELLE FLORA
JOSEPH JUAREZ
MICHELLE HORNA ALCANTARA
ISIDRO FERNANDEZ
REYNALDO DUAR, JR.
MARIBEL CASTRO
MATTHEW SCOTT
TRAVONE FOUSE
WINDTONSG TERCERO
ERNESTO RAMOS
TEVON MCAFEE
JOSE ALBERTO MORALES BELTRAN
EDGAR GONZALEZ
ALEXANDRA FLORES
MICHAELINE PONCE DE LEON
RAQUEL CRUZ
MAYNO HERNANDEZ QUEVEDO
VIOLETA BARDALES
PRISCILLA IMAN
ABRAMSON LABOR GROUP
LAW OFFICES OF ROBERT OZERAN
BRADFORD & BARTHEL
COLEMAN CHAVEZ & ASSOCIATES
SCOTT STRATMAN
DABBAH, HADDAD & SULEIMAN
ACUMEN
ALBERT AND MACKENZIE
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TOBIN LUCKS
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THE TOLWIN GROUP, A LEGAL CORPORATION
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HANNA, BROPHY, MACLEAN, MCALEER & JENSEN
DAVID JANE & ASSOCIATES
NEWHOUSE CREAGER-
GODFREY, GODFREY & ORTEGA
COMPWEST**