

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

**ALEJANDRO VILLEGAS, *Applicant***

**vs.**

**RAMCO ENTERPRISES, LP; ZENITH INSURANCE COMPANY *Defendants***

**Adjudication Number: ADJ17509184  
Santa Barbara District Office**

**OPINION AND ORDER  
DENYING PETITION FOR RECONSIDERATION**

Applicant seeks reconsideration of a workers' compensation administrative law judge's (WCJ) and Orders of January 29, 2024, wherein, as applicable to the instant Petition, it was found that applicant is not entitled to select his own interpreter outside of the defendant's medical provider network (MPN) for medical treatment appointments. In this matter, while employed on February 28, 2023, applicant sustained admitted industrial injury to the cervical spine and head.

Applicant contends that the WCJ erred in finding that he is not entitled to selection of his own interpreter outside defendant's MPN. We have received an Answer and the WCJ has filed a Report and Recommendation on Petition for Reconsideration (Report).

We will deny the applicant's Petition for the reasons in the Report quoted below. We note that although the Petition is captioned as one for Removal "and/or alternatively Petition for Reconsideration," and the WCJ recommends in the Report that we treat the Petition as one for removal under Labor Code section 5310, the finding that applicant is not entitled an interpreter of his choice is a finding regarding entitlement to Labor Code section 4600 medical treatment benefits, and thus a final order subject to reconsideration. We thus treat the Petition as one for reconsideration and deny on the merits for the reasons stated in the Report quoted below. We note that although the WCJ quotes a portion of our decision in *Guitron v. Santa Fe Extruders* (2011) 76 Cal.Comp.Cases 228 (Appeals Bd. en banc), stating "no statutory ... provision specifically provides for interpretation services during medical treatment appointments," since the issuance of the *Guitron* decision Labor Code section 4600 was amended effective January 1, 2013 to now

include subdivision (h) which governs interpretation services for medical treatment appointments. The relevant portions of the WCJ's Report follow:

**V.**  
**DISCUSSION**

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At NO time was it decided that the Applicant is not entitled to Spanish interpretation as the Applicant alleges. In addition, Defendants stipulated that the Applicant needs Spanish interpretation. The trial proceeded on the sole issue of whether the Applicant may choose a certified interpreter outside the employers MPN and approved vendor.

Applicant argues that the Order of the WCJ violated the Equal Protection clause of the United States Constitution. This Court has no Constitutional jurisdiction to discuss that issue nor Applicants argument that the Order permits National origin Discrimination in violation of Civil Rights Act.

This Court disagrees with Applicant's contentions and again it was stipulated that this Applicant needs Spanish interpretation and should be provided for applicant's medical appointments. Defendants have a duty to provide such interpretation and was doing so.

The right to interpretation at medical appointments was discussed in *Guitron v. Santa Fe Extruders* (2011) 76 Cal. Comp. Cases 228

"Pursuant to the Employer's Obligation Under Labor Code §4600 to Provide Medical Treatment Reasonably Required to Cure or Relieve the Injured Worker from the Effects of His or Her Injury, the Employer is Required to Provide Reasonably Required Interpreter Services During Medical Treatment Appointments for an Injured Worker Who Is Unable to Speak, Understand, or Communicate in English.

As the review above demonstrates, there is a wealth of authority on interpreter services, but none directly applicable to medical treatment. Although no statutory or regulatory provision specifically provides for interpretation services during medical treatment appointments, we hold that, pursuant to the employer's obligation under section 4600 to provide medical treatment reasonably required to cure or relieve the injured worker from the effects of his or her injury, the employer is required to provide reasonably required interpreter services during medical treatment appointments for an injured worker who is unable to speak, understand, or communicate in English.

Government Code §11435.55(b)provides,

'(b) An interpreter used in a medical examination shall be certified pursuant to Section 11435.35. However, if an interpreter certified pursuant to Section 11435.35 cannot be present at the medical examination, the physician provisionally may use another interpreter if that fact is noted in the record of the medical evaluation.'"

Here, interpretation was scheduled for the November 15, 2023, appointment with his PTP however the interpreter had a family emergency, so she arranged for another certified interpreter to appear, and the second interpreter was also not able to appear and arranged for a non-certified interpreter to appear. The Applicant admits that this interpreter was present, but they were not certified.

The second appointment was in December when Defendants could not confirm the PTP appointment and testified they contacted the PTP on multiple occasions to confirm but was unable to do so. Defendant was not arguing that the Applicant did not need interpretation they were just not able to confirm the PTP appointment in order to schedule the interpreter. The Court found the adjuster credible and did not find that they were denying medical treatment based on these two occurrences. Again it was not found that the Applicant was not in need of Spanish interpretation only that there were 10 interpreters in the MPN of this Defendant and the Applicant can certainly choose a different interpreter from the list if needed.

## **VI.** **RECOMMENDATION**

It is respectfully recommended that Applicant's Petition for Removal or in the alternative Reconsideration be denied in its entirety.

For the foregoing reasons,

**IT IS ORDERED** that Applicant's Petition for Reconsideration of the Findings and Orders of January 29, 2024 is **DENIED**.

**WORKERS' COMPENSATION APPEALS BOARD**

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

**I CONCUR,**

**/s/ JOSEPH V. CAPURRO, COMMISSIONER**

**/s/ JOSÉ H. RAZO, COMMISSIONER**



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

**April 22, 2024**

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

**ALEJANDRO VILLEGAS  
JOSEPH E. LOUNSBURY  
TOBIN LUCKS**

**DW/oo**

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