

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

OMAR RANGEL, *Applicant*

vs.

**MAIN ELECTRIC SUPPLY COMPANY, *limited liability company*;
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, *Defendants***

**Adjudication Number: ADJ17873629
Anaheim District Office**

**OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION**

Applicant seeks reconsideration of the Findings and Order (F&O) of November 1, 2024, wherein the workers' compensation judge (WCJ) found in relevant part that applicant had been paid \$21,250.00 per the Compromise and Release (C&R) and ordered that applicant take nothing as he had been paid per the C&R. Applicant contends that defendant issued payment to someone other than applicant.

We have not received an Answer from any party. The WCJ prepared a Report and Recommendation on Petition for Reconsideration (Report), recommending that the Petition be denied.

We have considered the Petition for Reconsideration, and the contents of the Report, and we have reviewed the record in this matter. For the reasons discussed below, we will deny applicant's Petition for Reconsideration.

FACTS

We incorporate the Statement of the Case and Facts from the WCJ's Report as follows:

Injured worker Omar Rangel sustained a workers compensation injury to his right shoulder and thoracic spine on May 16, 2023, while employed by Main Electric Supply Company insured by Travelers property Casualty Company of America. The matter was resolved via Compromise and Release on April 3, 2024. The Order Approving Compromise and

Release executed on April 4, 2024. The case settled for \$25,000.00 less attorney fees for \$3,750.00. Travelers issued payment to Mr. Rangel via electronic payment. Mr. Rangel claims he never received his money from Travelers for the settlement.

Mr. Rangel signed up through Mytravelers portal for electronic benefit payments. (Ex. I) Mr. Rangel utilized mobile number (720) 481-4227 for payments to be issued via Zelle. (Ex. G) Payment for the Compromise and Release was made out to Omar Rangel via electronic payment. (Ex. J)

Travelers Unit Manager Jerry Jacob Chrisco testified on behalf of defendant as to how benefits are paid. His testimony described the application of Mytravelers portal. His testimony was direct and credible. Mr. Chrisco testified that Mr. Rangel authorized Travelers to issue payment electronically. Authorization was in writing. Financial Inquiry Payment Detail report documented that Omar Rangel was paid \$15,067.50 electronically deposited to the ba[n]k via mobile number (720) []. (Ex. A) Financial Inquiry Payment Detail report documented that Omar Rangel was paid \$6,182.50 electronically deposited to the back via mobile number (720) [] for additional settlement amount. (Ex. B) Documentation for TTD payments were sent to the same number, which were received and confirmed by the applicant. (Ex. B, C, D; MOH/SOE pg. 6 ln. 4-5)

Mr. Chrisco testified that Mytravelers Portal allows injured workers to interface with their claims. Injured workers can send and receive messages to their claims representative and nurse case managers. They can sign up for electronic payments and upload documents in the portal. (MOH/SOE pg. 7, ln. 2-3).

Injured workers had to sign the disclaimer, put an email address or telephone number for their Zelle account. (MOH/SOE pg. 7, ln. 7-8) Benefits through electronic payment was instant.

The only change the applicant made was from phone number (503) [] to (720) []. (Ex. L) Mr. Chrisco testified that payments issued only to the applicant. (MOH/SOE pg. 7, ln. 19).

Trial was held on September 30, 2024. The issue was whether Travelers was obligated to reissue payment to Omar Rangel and, if so, should penalties, sanctions and interest a per Labor Code 5814 and 5813 apply.

Applicant testified in his own behalf. He was found not credible due to inconsistencies in his testimony. On November 1, 2024, a Findings and Order issued that applicant take nothing as payment remitted per the Compromise and Release. Travelers was not obligate[d] to re-issue payment to the injured worker.

On November 8, 2024, the applicant's counsel filed a Petition for Reconsideration.

(Report, pp. 1-3.)

DISCUSSION

I.

Former Labor Code¹ section 5909 provided that a petition for reconsideration was deemed denied unless the Appeals Board acted on the petition within 60 days from the date of filing. (Lab. Code, § 5909.) Effective July 2, 2024, section 5909 was amended to state in relevant part that:

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

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

Here, according to Events, the case was transmitted to the Appeals Board on November 19, 2024, and 60 days from the date of transmission is Saturday, January 18, 2025. The next business day that is 60 days from the date of transmission is Tuesday, January 21, 2025. (See Cal. Code Regs., tit. 8, § 10600(b).)² This decision is issued by or on Tuesday, January 21, 2025, 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

¹ All further statutory references are to the Labor Code unless otherwise noted.

² WCAB Rule 10600(b) (Cal. Code Regs., tit. 8, § 10600(b)) states that:
Unless otherwise provided by law, if the last day for exercising or performing any right or duty to act or respond falls on a weekend, or on a holiday for which the offices of the Workers' Compensation Appeals Board are closed, the act or response may be performed or exercised upon the next business day.

notified of the accurate date for the commencement of the 60-day period for the Appeals Board to act on a petition. Section 5909(b)(2) provides that service of the Report and Recommendation shall be notice of transmission.

Here, according to the proof of service for the Report and Recommendation by the workers' compensation administrative law judge, the Report was served on November 19, 2024, and the case was transmitted to the Appeals Board on November 19, 2024. Service of the Report and transmission of the case to the Appeals Board occurred on the same day. Thus, 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 November 19, 2024.

II.

Section 4651(a) states

(1) A disability indemnity payment shall not be made by any written instrument unless it is immediately negotiable and payable in cash, on demand, without discount, at some established place of business in the state.

(2) This section does not prohibit an employer from depositing the disability indemnity payment in an account in any bank, savings and loan association, or credit union of the employee's choice in this state, provided the employee has voluntarily authorized the deposit, nor does it prohibit an employer from electronically depositing the disability indemnity payment in an account in any bank, savings and loan association, or credit union, that the employee has previously authorized to receive electronic deposits of payroll, unless the employee has requested, in writing, that disability indemnity benefits not be electronically deposited in the account.

(Lab. Code, § 4651(a).)

Applicant contends that defendant did not correctly make payments to him. Travelers Insurance Unit Manager Chrisco testified that injured workers can use the MyTravelers digital portal for a variety of reasons, including signing up for electronic payment. (MOH/SOE, pp. 6-7.) Chrisco further testified that MyTravelers was used to set up payments through Zelle; an injured worker would read and sign a disclaimer, enter their email address and phone number for their Zelle account, and then enter their password. (MOH/SOE, p. 7; Ex. I, Payment Preference Agreement for the applicant Omar Rangel's MyTravelers account, p. 1.) Applicant originally signed up using a phone number with a 503 area code and then on May 31, 2023, he changed it to

a phone number with a 720 area code. (MOH/SOE, p. 7; Ex. L, Payment Preference Agreement change logs for Claim FOJ8446, undated, p. 1.)

The phone number with the 720 area code belonged to Maria Larios; applicant listed Ms. Larios as a reference on his employment application for the job with defendant that he signed on January 3, 2023, and stated that he had known her for over 32 years. (Ex. K, 1/3/23 employment application prepared and signed by applicant dated 3/3/23, p. 3.) Applicant also listed his email address as one containing the name “Larios” as part of the email address. (Ex. K, p. 1.) Applicant testified that although he understood that payments were only to go to his name, the account he provided to Travelers was under the name of his co-worker Maria. (MOH/SOE, p. 5.) He testified that he did not know her last name and that he was no longer in touch with her. (MOH/SOE, p. 5.) He further testified that he did not know Maria prior to working for defendant, or that he had only known her for three months, and did not remember putting her down as a reference for the job. (MOH/SOE, pp. 5-6.) He received three electronic payments that were sent to Maria via Zelle at her phone number. (MOH/SOE, p. 6.)

Applicant received the “temporary total” payment in the amount of \$1,044.28 to the area code 720 number in applicant’s name on June 15, 2023. (Ex. D, financial inquiry payment details for 6/15/23, p.1.) Applicant received another “temporary total” payment in the amount of \$1,044.28 to the area code 720 number in applicant’s name on June 29, 2023. (Ex. C, financial inquiry payment details for 6/29/23, p. 1.) Applicant received the lump sum settlement amount \$15,067.50 on April 4, 2024, at the area code 720 number with applicant’s name on it. (Ex. A, financial inquiry payment details for 4/9/24, p. 1; Ex. J, benefits printout, p. 1.) Applicant received a “perm partial” payment related to his compromised settlement on April 8, 2024, in the amount of \$6,182.50 at the 720 area code number with applicant’s name on it. (Ex. B, financial inquiry payment detail for 4/8/24, p. 1.) All of these payments contained applicant’s name and the phone number with the 720 area code.

The WCJ did not find applicant credible and found Chrisco credible. (Opinion on Decision, pp. 3-4; Report, pp. 2-4.) We have given the WCJ’s credibility determinations great weight because the WCJ had the opportunity to observe the demeanor of the witnesses. (*Garza v. Workmen’s Comp. Appeals Bd.* (1970) 3 Cal.3d 312, 318-319 [35 Cal.Comp.Cases 500].) Furthermore, we conclude there is no evidence of considerable substantiality that would warrant rejecting the WCJ’s credibility determination(s). (*Id.*)

Defendant complied with section 4651(a)(1)-(2) as defendant deposited the payment in an account in a bank, savings and loan association, or credit union of applicant's choice in this state and applicant had voluntarily authorized the deposit. Further, applicant had not requested, in writing, that the payments not be electronically deposited in the account. (Lab. Code, § 4651(a)(2).) Therefore, defendant has rendered payment to applicant and is not obligated to render any additional payments to him. (See *Villanueva v. El Rosal Rest.* (August 18, 2017, ADJ8497855) [2017 Cal.Wrk.Comp. P.D. LEXIS 379, *24-32] [finding that there was no good cause for defendant to reissue payment to applicant when applicant was not credible regarding payment issued to her pursuant to a Compromise and Release agreement].)³

Accordingly, we deny applicant's Petition for Reconsideration of the November 1, 2024 Findings and Order.

³ Panel decisions are not binding precedent (as are en banc decisions) on all other Appeals Board panels and workers' compensation judges. (See *Gee v. Workers' Comp. Appeals Bd.* (2002) 96 Cal.App.4th 1418, 1425 fn. 6 [67 Cal.Comp.Cases 236].) While not binding, the WCAB may consider panel decisions to the extent that it finds their reasoning persuasive. (See *Guitron v. Santa Fe Extruders* (2011) 76 Cal.Comp.Cases 228, fn. 7 (Appeals Board en banc).) We find the reasoning in *Villanueva v. El Rosal Rest.* persuasive given that the case currently before us involves similar legal issues.

For the foregoing reasons,

IT IS ORDERED that applicant's Petition for Reconsideration of the November 1, 2024 Findings and Order is **DENIED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSEPH V. CAPURRO, COMMISSIONER

I CONCUR,

/s/ KATHERINE A. ZALEWSKI, CHAIR

/s/ PAUL F. KELLY



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

January 21, 2025

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

**OMAR RANGEL
AZIZ AND ASSOCIATES
MONTROYA LAW, APC**

JMR/mc

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