

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

ANA MORENO, *Applicant*

vs.

**STOCKTON UNIFIED SCHOOL DISTRICT; permissibly self-insured;
administered by KEENAN AND ASSOCIATES, *Defendants***

**Adjudication Number: ADJ11183362
Lodi District Office**

**OPINION AND ORDER
DISMISSING PETITION FOR
RECONSIDERATION**

Applicant, in pro per, seeks reconsideration of the Order Approving Compromise and Release (OACR) approved by the workers' compensation administrative law judge (WCJ) on August 20, 2025.

Applicant contends, in essence, that she was aggrieved by the OACR because her former attorney did not properly represent her in her case, and she was not adequately advised as to the terms of the compromise and release.

We did not receive an Answer from defendant. The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report) recommending that the Petition be denied, or in the alternative, that the Petition be construed as a Petition to Set Aside the OACR and the matter be remanded to the trial level for further proceedings.

We have considered the allegations of the Petition and the contents of the Report with respect thereto. Based on our review of the record, and as discussed below, we will dismiss the Petition as premature and return this matter to the trial level for consideration of the Petition as one to set aside the OACR.

BACKGROUND

We will briefly review the relevant facts.

Applicant, while employed as a substitute custodian, claimed injury to multiple body parts arising out of and occurring in the course of employment by defendant on September 27, 2016. Defendant accepted applicant's claim as it pertained to the neck and head but denied applicant's claim as it pertained to the psyche, right shoulder, right arm, and upper extremities.

The parties proceeded to a trial on June 23, 2025. The Minutes of Hearing (MOH) reflect applicant's attorney, defendant's attorney, and an interpreter were present. The MOH documents in relevant part, "Interpreter may appear remotely. Parties to circulate settlement docs." The matter was continued with settlement pending.

The parties appeared at subsequent trial on July 17, 2025. Thereafter, applicant and defendant entered into an agreement to settle applicant's workers' compensation claims by compromise and release (C&R) on August 15, 2025. On August 20, 2025, the WCJ approved the OACR.

DISCUSSION

I.

Former Labor Code section¹ 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

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

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 March 23, 2026, and 60 days from the date of transmission is May 22, 2026. This decision is issued by or on May 22, 2026, so that we have timely acted on the petition as required by section 5909(a).

Section 5909(b)(1) requires that the parties and the Appeals Board be provided with notice of transmission of the case. Transmission of the case to the Appeals Board in EAMS provides notice to the Appeals Board. Thus, the requirement in subdivision (1) ensures that the parties are notified of the accurate date for the commencement of the 60-day period for the Appeals Board to act on a petition. Section 5909(b)(2) provides that service of the Report 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 March 23, 2026, and the case was transmitted to the Appeals Board on March 23, 2026. 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 March 23, 2026.

II.

The Appeals Board has continuing jurisdiction to “rescind, alter, or amend any order, decision, or award,” if a petition is filed within five years of the date of injury and “good cause” to reopen is shown. (Lab. Code, §§ 5803, 5804.) An OACR is an order that may be reopened for “good cause” under section 5803. “Good cause” includes fraud, duress, undue influence, mutual mistake of fact, mistake of law, invalidity of execution, incompetency, or minority at the time of execution of the agreement. (See *Argonaut Ins. Exch. v. I.A.C.* (1958) 49 Cal.2d 706 [23 Cal.Comp.Cases 34]; *Smith v. Workers’ Comp. Appeals Bd.* (1985) 168 Cal.App.3d 1160 [50 Cal.Comp.Cases 311]; *Carmichael v. I.A.C.* (1965) 234 Cal.App.2d 311 [30 Cal.Comp.Cases 169]; *Silva v. Industrial Acc. Com.* (1924) 68 Cal. App. 510 [11 IAC 266]; *City of Beverly Hills v. Workers’ Comp. Appeals Bd.* (1997) 62 Cal.Comp.Cases 1691 (writ den.); *Bullocks, Inc. v. I.A.C.* (1951) 16 Cal.Comp.Cases 253 (writ den.); *Pac. Indem. Co. v. I.A.C.* (1946) 11 Cal.Comp.Cases

117 (writ den.)) Whether good cause exists is case specific. The circumstances surrounding the execution and approval of the agreement must be assessed. (See Lab. Code, § 5702; *County of Sacramento v. Workers' Comp. Appeals Bd. (Weatherall)* (2000) 77 Cal.App.4th 1114, 1118-1121 [65 Cal.Comp.Cases 1]; *Robinson v. Workers' Comp. Appeals Bd.* (1987) 199 Cal.App.3d 784, 790-792 [52 Cal.Comp.Cases 419]; *Huston v. Workers' Comp. Appeals Bd.* (1979) 95 Cal.App.3d 856, 864-867 [44 Cal.Comp.Cases 798].)

Further, “[t]he Workers’ Compensation Appeals Board shall inquire into the adequacy of all Compromise and Release agreements and Stipulations with Request for Award, and may set the matter for hearing to take evidence when necessary to determine whether the agreement should be approved or disapproved, or issue findings and awards.” (Cal. Code Regs., tit. 8, § 10700(b).)

Here, it appears that defendant paid substantial permanent disability advances that may have exceeded the value of disability related to the accepted body parts; despite there being multiple disputed body parts, some of which are outside the expertise of the qualified medical evaluator, the C&R allotted no value to the disputed body parts or non-Medicare covered future medical care; applicant’s future medical needs appear substantial given the size of the MSA; and applicant, a monolingual, Spanish speaking janitor, was left to administer the MSA alone without professional assistance. Despite such facts, there is no evidence that an adequacy hearing was held prior to approval of the C&R. (See Cal. Code Regs., tit. 8, § 10700(b); *Claxton v. Waters* (2004) 34 Cal.4th 367, 373 [69 Cal.Comp.Cases 895]; *Sumner v. Workers' Comp. Appeals Bd.* (1983) 33 Cal.3d 965, 972-973 [48 Cal.Comp.Cases 369] [“To safeguard the injured worker from entering into unfortunate or improvident releases as a result of, for instance, economic pressure or bad advice, the worker’s knowledge of and intent to release particular benefits must be established separately from the standard release language of the form.”].)

We also observe that 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.*)

The essential elements of contract include the mutual consent of the parties, as there can be no contract unless there is a meeting of the minds and the parties mutually agree upon the same

thing in the same sense. (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].)

Additionally, there must be a complete record for our review of the case. “[A] proper record enables any reviewing tribunal, be it the Board on reconsideration or a court on further appeal, to understand the basis for the decision.” (*Hamilton v. Lockheed Corporation* (2001) 66 Cal.Comp.Cases 473, 475 (Appeals Bd. en banc).) Decisions of the Appeals Board “must be based on admitted evidence in the record” (*Id.* at 476), and must be supported by substantial evidence (Lab. Code, §§ 5903, 5952(d); *Lamb v. Workmen’s Comp. Appeals Bd.* (1974) 11 Cal.3d 274 [39 Cal.Comp.Cases 310]; *Garza v. Workmen’s Comp. Appeals Bd.* (1970) 3 Cal.3d 312 [35 Cal.Comp.Cases 500]; *LeVesque v. Workmen’s Comp. Appeals Bd.* (1970) 1 Cal.3d 627 [35 Cal.Comp.Cases 16]). As required by section 5313 and explained in *Hamilton*, “the WCJ is charged with the responsibility of referring to the evidence in the opinion on decision, and of clearly designating the evidence that forms the basis of the decision.” (*Hamilton, supra*, at p. 475.)

Moreover, all parties to a workers’ compensation proceeding retain their 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].) A fair hearing includes, but is not limited to, the opportunity to call and cross-examine witnesses; introduce and inspect exhibits; and offer evidence in rebuttal. (*Gangwish v. Workers’ Comp. Appeals Bd.* (2001) 89 Cal.App.4th 1284, 1295 [66 Cal.Comp.Cases 584]; *Rucker, supra*, 82 Cal.App.4th at pp. 157-158, citing *Kaiser Co. v. Industrial Acc. Com.* (1952) 109 Cal.App.2d 54, 58 [17 Cal.Comp.Cases 21]; *Katzin v. Workers’ Comp. Appeals Bd.* (1992) 5 Cal.App.4th 703, 710-712 [57 Cal.Comp.Cases 230].)

In the Report, the WCJ acknowledged that if the Petition were to be considered as a Petition to Set Aside the OACR, the record needed to be developed to determine if good cause existed to set aside the OACR. (Report, p. 5, ¶ 4-p. 6, ¶ 1.) We agree. In the absence of a record, we are unable to evaluate petitioner’s contentions. Accordingly, we dismiss the Petition for Reconsideration as premature and return the matter to the WCJ for further proceedings consistent

with this opinion. Upon return of this matter to the trial level, the WCJ may treat the Petition as a petition to set aside the OACR, conduct further proceedings, and create a record on which a decision can be made as to whether there are grounds for setting aside the OACR. After the WCJ issues a decision, any aggrieved party may timely seek reconsideration.

Accordingly, we dismiss the Petition for Reconsideration as premature and return the matter to the trial level for further proceedings consistent with this opinion.

For the foregoing reasons,

IT IS ORDERED that the Petition for Reconsideration is **DISMISSED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

I CONCUR,

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER

/s/ JOSEPH V. CAPURRO, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

MAY 22, 2026

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

**ANA MORENO
RANCANO LAW
LAUGHLIN, FALBO, LEVY AND MORESI LLP**

DC/cs

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