

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

ARTURO BAUTISTA, *Applicant*

vs.

**PERFORMANCE COMPOSITES, INC;
BERKSHIRE HATHAWAY HOMESTATE COMPANIES, *Defendants***

**Adjudication Number: ADJ15096065; ADJ16742686
Van Nuys District Office**

**OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION**

We have considered the allegations of the Petition for Reconsideration and the contents of the Report of the workers' compensation administrative law judge (WCJ) with respect thereto. Based on our review of the record, and for the reasons stated in the WCJ's Report, which we adopt and incorporate, we will deny reconsideration.

Preliminarily, we note that 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.

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

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 December 30, 2025 and 60 days from the date of transmission is Saturday, February 28, 2026. The next business day that is 60 days from the date of transmission is Monday, March 2, 2026. (See Cal. Code Regs., tit. 8, § 10600(b).)² This decision is issued by or on Monday, March 2, 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 December 30, 2025, and the case was transmitted to the Appeals Board on December 30, 2025. 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 December 30, 2025.

We have given the WCJ’s credibility determination great weight because the WCJ had the opportunity to observe the demeanor of the witness. (*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. (*Id.*)

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.

For the foregoing reasons,

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

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSÉ H. RAZO, COMMISSIONER

I CONCUR,

/s/ LISA A. SUSSMAN, DEPUTY COMMISSIONER

/s/ CRAIG L. SNELLINGS, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

MARCH 2, 2026

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

**LAW OFFICE OF GEORGE CORSON
SIEGEL, MORENO & STETTLER**

PAG/bp

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

**REPORT AND RECOMMENDATION ON
PETITION FOR RECONSIDERATION**

**I
INTRODUCTION**

Date of Injury:	CT November 3, 2005 to September 1, 2020
Age on DOI:	42
Occupation:	Finisher
Parts of body claimed:	wrists, hands, legs, stress, ankles, feet, psyche, depression
Identity of Petitioner:	Cost Petitioner, Tony Barriere Interpreting Service, Inc.
Timeliness:	The petition was timely filed on December 17, 2025
Verification:	The petition was verified
Date of Award:	November 22, 2025
Petitioner's Contention:	Petitioner contends the WCJ erred by: (a) the evidence does not justify the findings of fact

**II
FACTS**

This dispute arises from interpreting services for translation in Spanish of a Compromise and Release Agreement in Van Nuys on 09/23/2022. The invoice amount was \$270. Within 30 days of receipt of the invoice, Defendant objected to the invoice in writing, stating that the charges were excessive and unreasonable, but paid what it believed was a reasonable amount, \$185 on 10/28/2022.

Thereafter, the Cost Petitioner submitted a Request for Second Bill Review on 11/1/2022. After no further payments were made, Tony Barriere Interpreting Services by and through its attorney, George E. Corson IV, filed a Petition for Costs dated 01/06/2025.

**III
DISCUSSION**

I. PAYMENT OF \$185 FOR TRANSLATION OF SETTLEMENT DOCUMENTS

Tony Barriere Interpreting Service, Inc. (hereinafter "Cost Petitioner") billed \$270 for "reading of C&R" by Victor Alonzo Certification #513597 on 9/23/2022 in Van Nuys. The invoice was mailed to Berkshire Hathaway on 9/29/2022 (Exhibit 2).

Berkshire Hathaway (hereinafter "Defendant") sent a letter to Tony Barriere Interpreting Service, Inc. on 10/27/2022 stating that it objected to the bill for \$270 as being excessive and unreasonable. However, a payment of \$185 was being mailed (Exhibit C). A check in the amount of \$185 was issued to Tony Barriere Interpreting Service, Inc. on 10/28/2022. The objection letter and partial payment were in compliance with 8 CCR Section 9795.4.

Cost Petitioner contends that since Defendant did not pay the full amount of the bill, it was required to advise the Cost Petitioner with a clear description of additional information needed as

a prerequisite to payment of a contested bill or portions thereof, so the burden of proving reasonable payment shifts to Defendant. This argument is not compelling because the services were for interpreting, which do not require specific billing codes or a prescription or some other documentary information to justify the services. Therefore, the Defendant's explanation was sufficient. The burden of proving the reasonableness and necessity remained with the Cost Petitioner.

In support of its position, the Cost Petitioner cites *8 Cal. Code of Regulations Section 9795.3(b)(1)*, which states in pertinent part: "For an appeals board hearing, arbitration, or deposition: interpreter fees shall be billed and paid at the greater of the following (i) at the rate for one half-day or one full day as set forth in the Superior Court Fee Schedule for the interpreter in the county where the services were provided, or (ii) at the market rate. The interpreter shall establish the market rate for the interpreter's services by submitting documentation to the claims administrator, including a list of recent similar services performed and the amounts paid for those services..." This statute applies to board hearings, arbitrations, or depositions, whereas this case involves translation of a Compromise & Release Agreement, which did not occur during any hearing. Thus, this statute is inapplicable here. Although Cost Petitioner argued in his trial brief that Berkshire Hathaway previously paid at the Superior Court rate of \$266 (presumably the half-day rate), the original invoice in this case was for \$270, which is higher than the Superior Court rate, and the Cost Petitioner failed to provide evidence of market rate for translation of a Compromise & Release in the Spanish language by the time of the Second Bill Review.

Cost Petitioner submitted a Request for Second Bill Review on 11/1/2022 stating that the amount in dispute was \$85.00 and that the service provider was providing additional information to support "MARKET RATE" (Exhibit 3). However, Defendant in its verified Trial Brief stated that there were no supporting documents included in the Request for Second Bill Review, and it was thus defective. Defendant's argument is consistent with Cost Petitioner's Exhibit 3 as it was filed as a Request for Second Bill Review without any attachments.

Cost Petitioner at the time of trial provided some evidence to support its contention that market rate was higher than the \$185 which was paid by Defendant (Exhibits 4,5,6). The Superior Court of California for the County of Los Angeles provided a letter to George Corson, the representative for Cost Petitioner, dated 2/21/2023 indicating that there was no memorandum vacating the local rate of \$76 per hour for certified/registered interpreters, but AB1657, effective 1/1/2015 prohibited Superior Courts from charging parties for the services of an interpreter. Therefore, it likely prompted the omission of an hourly rate for interpreter services in the fee schedule after 2015 (Exhibit 5).

Cost Petitioner submitted two invoices from Tony Barriere [Interpreting] Service, Inc. in which charges of \$266 were fully allowed by the Berkshire Hathaway's Explanation Of Bill Review on at least three other cases. However, most of these were for hearings, conferences, and deposition. There was one allowance for reading of a C&R billed at \$266 on 3/7/24. However, this Explanation of Bill Review is approximately 18 months subsequent to the date that the services at issue were provided, which means that it did not exist when Defendant issued partial payment to Cost Petitioner on 10/28/2022, nor could it be deemed evidence of recent payment for similar service.

Defendant provided Payment Policies for Independent Contractor Interpreters for the Judicial Council of California effective 7/1/21, which provided an hourly rate of \$44. For court sessions, the half-day rate was \$175 and the full-day rate was \$250 (Exhibit D).

Cost Petitioner has not refuted Defendant's assertion that no documentation to establish market rate was attached to the Request for Second Bill Review, thus rendering it defective under *Labor Code Section 4622 (b)(1)(E)*. Given that the Request for Second Bill Review was not properly submitted within 90 days after the objection and partial payment, Defendant had no further obligation to pay the disputed balance to Cost Petitioner pursuant to *Labor Code Section 4622(b)(2)*.

Notwithstanding the insufficient Request for Second Bill Review, if the hourly statutory rate were \$76 per hour according to the Superior Court of Los Angeles former fee schedule, Defendant paid \$185, which would be equivalent to 2.43 hours at the statutory rate. If the Judicial Council of California's guidelines were used, Defendant's payment of \$185 was equivalent to 4.20 hours of service, which is more than the half-day rate of \$175.

In the case at bar, interpretation services were to translate in the Spanish language a Compromise & Release Agreement with three Addenda, which was a total of 12 pages (EAMS Doc. ID Number 43245283). It is difficult to imagine that this service took more than 2.43 hours to complete. Clearly, this is not a situation in which the interpreter is required to translate or at least be present for the duration of a particular hearing. Therefore, the payment of \$185 for the translation in Spanish of a Compromise & Release Agreement in Van Nuys, which did not occur during a court hearing, was reasonable.

II. 60 DAY DEMAND FOR REIMBURSEMENT OF COSTS AS CONDITION PRECEDENT TO FILING COST PETITION

Cal. Code of Regulations Section 10545 (e) requires that a petition for costs shall not be filed or served until at least 60 days after a written demand for the costs has been served on the defendant. There is no evidence provided by Cost Petitioner that a written demand for costs in compliance with *CCR 10545(d) and (e)* was served on Defendant. The Bill of Particulars for the Law Offices of George E. Corson IV does not identify a charge for a written demand for costs (Exhibit 7). Therefore, this WCJ found that the requirement of service of a written demand at least 60 days before the Cost Petition was filed was not met. Accordingly, the Cost Petition was dismissed.

Cost Petitioner argues that it resubmitted its invoice on 11/1/2022, and that was sufficient to be considered a "settlement demand", so the prerequisite to filing the cost petition was met. This argument is not persuasive. If the drafters of the statute intended that re-submitting the invoice was sufficient, the statute could have been drafted to state precisely that.

A written demand would be a form of communication indicative of either special circumstances which lend themselves to a higher fee for services or an offer to compromise to expedite resolution. For example, if the interpreter had to travel for an extensive distance or translate in an uncommon dialect a 25-page settlement document, a higher fee might be warranted.

A demand letter would be far more logical and effective as a negotiation tool than simply re-sending a bill. Requiring parties to serve a written demand is consistent with the Board's policy of requiring a moving party to demonstrate good faith efforts to resolve an issue prior to filing a Declaration of Readiness to Proceed.

Cost Petitioner is aggrieved that they are required to submit a written demand for costs at least 60 days before filing a cost petition because it creates an undue hardship on interpreters due to the lag time in being compensated. Yet, in this case, the Cost Petitioner did not file a Cost Petition until 1/6/2025, which was more than two years after the Second Bill Review was submitted to Defendant on 11/1/ 2022.

III. DEFENDANT'S LIABILITY FOR COSTS AND SANCTIONS

As stated above, Defendant made a timely objection and paid the deemed reasonable value for the services of translating in the Spanish language a Compromise & Release Agreement in Van Nuys within 30 days of receipt of the initial invoice. Cost Petitioner did not file a sufficient Request for Second Bill Review, nor did it comply with the regulations for filing a cost petition. Therefore, no costs and sanctions should be imposed on Defendant.

IV. ATTORNEYS FEES

Since the cost petition was dismissed, and Defendant prevails on the matter at bar, no attorney's fees for Cost Petitioner should be awarded.

IV RECOMMENDATION

Undoubtedly, interpreters play an integral role in the legal community and deserve proper compensation for their services. This WCJ's opinion in no way intends to downplay the importance of having interpreters assist injured workers, attorneys, or judges with communication for legal proceedings or transactions. Nevertheless, there are statutes and regulations for the billing and the payment of such services which must be adhered to in order to maintain due process rights and to balance the rights of opposing parties.

In this case, the Cost Petitioner did not comply with statutory procedural requirements for contesting a partial payment nor did the Cost Petitioner provide substantial evidence to prove market rate for interpreting a Compromise and Release Agreement. Therefore, this WCJ recommends that the Petition for Reconsideration be denied in its entirety.

DATE: December 30, 2025

Jamie A. Louie
WORKERS' COMPENSATION
ADMINISTRATIVE LAW JUDGE