WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

FERNANDO GALINDO, ***Applicant***

vs.

PLATE LINE FRAMERS, INC.; STATE COMPENSATION INSURANCE FUND, ***Defendants***

Adjudication Number: ADJ16889988
Oakland District Office

OPINION AND ORDER GRANTING PETITION FOR RECONSIDERATION AND DECISION AFTER RECONSIDERATION

Cost petitioner NAP Interpreting seeks reconsideration of the Findings and Order (F&O), issued by the workers' compensation administrative law judge (WCJ) on January 6, 2026, wherein the WCJ found in pertinent part that: 1) applicant while allegedly employed on August 30, 2022 as a piece worker by defendant claims to have sustained industrial injury to his shoulder, arm, circulatory system, and psyche; 2) the underlying case settled by Compromise & Release (C&R) for $50,000.00 with *Thomas/Beltran* findings that was approved on May 8, 2024; and 3) cost petitioner has not proven by a preponderance of the evidence that defendant State Compensation Insurance Fund (SCIF) acted in bad faith and/or employed tactics that are solely intended to cause unnecessary delay. The WCJ declined to issue a sanction against SCIF related to the cost dispute or award attorney fees to cost petitioner.

Cost petitioner contends that defendant's non-payment of cost petitioner's invoice for 15 months was an unreasonable delay and/or bad faith giving rise to both sanctions and reasonable attorney fees pursuant to WCAB Rule 10545(h) (Cal. Code Regs., tit. 8, § 10545(h)) for the attorney time and effort in compelling payment after March 20, 2024.

We received an Answer from defendant.

The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report) recommending that the Petition be denied.

We have considered the allegations in the Petition, the Answer, and the contents of the Report. Based on our review of the record, and as discussed below, we will grant the Petition for Reconsideration, rescind the F&O and substitute a new F&O that finds that defendant SCIF acted in bad faith and/or employed tactics that are solely intended to cause unnecessary delay and that monetary sanctions and attorney fees are ordered against defendant SCIF. Upon return of this matter to the trial level, the WCJ shall determine the amount of monetary sanctions and attorney fees.

BACKGROUND

We will briefly review the relevant facts.

Applicant claimed to have sustained industrial injury while allegedly employed by defendant as a piece worker on August 30, 2022 to his shoulder, arm, circulatory system, and psyche.

On March 14, 2024, certified interpreter Neftali A. Patino (translator identification #301841) provided Spanish translation services for applicant at the reading and signing of the C&R which resolved the case. The C&R was signed by both applicant and interpreter Mr. Patino on March 14, 2024, in Hayward, California. (C&R, May 8, 2024, p.8, Exhibit 1, 3/14/2024.)

On March 15, 2024, cost petitioner served defendant with an invoice for "LEGAL TRANSLATION: OF Reading/Translation of Compromise and Release & Lien Benefit Addendum, Addendum 'C'" on March 14, 2024 in the amount of $375.00 and identified "Court Certified SPANISH Interpreter Naftali A. Patino Certification No. #301841." Attached to the invoice was a copy of "N.A.P. Interpreting Right to Reimbursement & Proof of Market Rate Spanish Language C&R/Stipulation-Market Rate $375.00." Cost petitioner documented payments received from various claims administrators for their services. (Exhibit 2, 3/15/2024.)

Defendant issued an Individual Payment Report to cost petitioner dated March 25, 2024, which reflects that nothing was paid for the interpretation services because an MPN Interpreter was not used. (Joint Exhibit 101, 3/25/2024.)

On May 8, 2024, the WCJ issued an Order Approving the Compromise and Release (OACR). The underlying case settled by Compromise and Release for $50,000.00, which was approved with *Thomas* and *Beltran* findings by a WCJ. (Minutes of Hearing, 10/2/2025, p. 2.)

Defendant issued an Explanation of Review (EOR), which lists a bill received date of March 20, 2024 and a bill review date of March 25, 2024. According to the EOR, defendant denied payment of the cost petitioner's March 15, 2024, invoice for translation services of a C&R because the charge exceeded the schedule maximum rate allowable or contracted or legislated fee arrangement. (Joint Exhibit 101, 3/25/2024, p.2.)

On March 19, 2025, cost petitioner filed a Petition for Labor Code[1] section 5811 costs and attorney's fees along with a "Notice For Party To Produce Relevant Documents"(Notice to Produce). The Notice to Produce is dated March 14, 2025, and at trial was marked Exhibit 5. This document was not admitted into evidence by the WCJ and was marked "ID ONLY."

On March 20, 2025, a WCJ issued an Order Denying Petition for section 5811 costs because a Notice of Representation was not filed and ordered that the parties meet and confer.

On March 26, 2025, cost petitioner's attorney filed an Objection to the Order Denying Petition for section 5811 costs asserting that a Notice of Representation was filed. The record of proceedings indicates that on March 19, 2025, a Notice of Representation dated February 25, 2025 was filed by cost petitioner's attorney.

On May 22, 2025, defendant filed an Objection to the Petition for Costs and Notice to Produce.

On June 2, 2025, cost petitioner filed a Declaration of Readiness to Proceed (DOR) on its Petition for Costs and attorney fees because discussions with defendant's attorney were unsuccessful in resolving the dispute.

On June 16, 2025, defendant paid cost petitioner $375.00 for the interpretation services provided on March 14, 2024. (Exhibit B, 6/16/2025.)

On October 2, 2025, this matter came on for trial and was submitted for decision on October 9, 2025. As relevant herein,

> Defendants object to Cost Petitioner's Exhibit 4 on the basis that the findings in the Jonathan Salguero case were based on the cost petitioner proving their market rate, which the Court found they established in that particular case. Cost petitioner's

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

counsel asserts that Exhibit 4 shows defendant knew the value of cost petitioner's services. The Court deferred ruling on the request to take judicial notice of this exhibit.

(Minutes of Hearing, 10/2/2025, pp. 1, 4.)

On January 6, 2026, the WCJ issued the F&O.

DISCUSSION
I.

Former 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 February 20, 2026 and 60 days from the date of transmission is April 21, 2026. This decision is issued by or on April 21, 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 February 20, 2026, and the case was transmitted to the Appeals Board on February 20, 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 February 20, 2026.

II.

We find it instructive to first highlight some of the legal principles that are relevant to our review of this matter. Workers' compensation proceedings are conducted in English, and with respect to non-English speaking individuals, their due process rights may be violated if the information is not presented in a language they understand. Specifically, where a non-English speaking injured worker must give testimony or appear at an English only proceeding such as an Appeals Board hearing, the worker must be able to understand the information provided and the questions asked in order to meaningfully appear at the proceedings.

Similarly, when a C&R is presented, which is a contract to settle a disputed claim, the worker must be able to understand the provisions of the C&R in order for the C&R to be a valid agreement. (Lab. Code §§ 5000-5003; *Camacho v. Target* (2018) 24 Cal.App.5th 291, 301-302 [83 Cal.Comp.Cases 1014 ["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." (Citation)].) It is imperative that the injured worker comprehend the meaning of the proceedings, including any documents that they review and sign. Otherwise, an injured worker's due process rights may be violated if a translator is not provided to translate documents and for the reading of a C&R.

As we reiterated in our recent en banc opinion in *Perez v. Chicago Dogs* (2025) 90 Cal. Comp.Cases 830, 836 (Appeals Board en banc), in workers' compensation proceedings, all parties retain the fundamental right to due process 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].)

Section 5811 states in pertinent part that:

> … Interpreter fees that are reasonably, actually, and necessarily incurred shall be paid by the employer under this section, provided they are in accordance with the fee schedule adopted by the administrative director. ¶ A qualified interpreter may render services during the following: … (D) During those settings which the administrative director determines are reasonably necessary to ascertain the validity or extent of injury to an employee who does not proficiently speak or understand the English language.

(Lab. Code, § 5811(b)(2).)

AD Rule 9795.3(a) provides for interpreter fees in "[o]ther similar settings determined by the Workers' Compensation Appeals Board to be reasonable and necessary to determine the validity and extent of injury to an employee." AD Rule 9795.3(a) states:

> Fees for services performed by a certified or provisionally certified interpreter, upon request of an employee who does not proficiently speak or understand the English language, shall be paid by the claims administrator for any of the following events:
>
> (1) An examination by a physician to which the injured employee submits at the request of the claims administrator, the administrative director, or the appeals board;
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> (2) A medical treatment appointment;
>
> (3) A Comprehensive medical-legal evaluation as defined in subdivision (c) of Section 9793, a follow-up medical-legal evaluation as defined in subdivision (f) of Section 9793, or a supplemental medical-legal evaluation as defined in subdivision (k) of Section 9793; provided, however, that payment for interpreter's fees by the claims administrator shall not be required under this paragraph unless the medical report to which the services apply is compensable in accordance with Article 5.6. Nothing in this paragraph, however, shall be construed to relieve the party who retains the interpreter from liability to pay the interpreter's fees in the event the claims administrator is not liable.
>
> (4) A deposition of an injured employee or any person claiming benefits as a dependent of an injured employee, at the request of the claims administrator, including the following related events:
>
> > (i) Preparation of the deponent immediately prior to the deposition,
> > (ii) Reading of a deposition to a deponent prior to signing, and,
> > (iii) Reading of prior volumes to a deponent in preparation for continuation of a deposition.
>
> (5) An appeals board hearing, or arbitration.

> (6) A conference held by an information and assistance officer pursuant to Chapter 2.5(commencing with Section 5450) of Part 4 of Division 4 of the Labor code to assist in resolving a dispute between an injured employee and a claims administrator.
>
> (7) Other similar settings determined by the Workers' Compensation Appeals Board to be reasonable and necessary to determine the validity and extent of injury to an employee.

(Cal. Code of Regs., tit. 8, 9795.3(a).)

Further, AD Rule 9793(b)(1) states:

> (b) The following fees for interpreter services provided by a certified or provisionally certified interpreter shall be presumed to be reasonable:
>
> (1) 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 interpreters in the county where the service was provided***, or (ii) at the market rate. … (2) For all other events listed under subdivision (a), interpreter fees shall be billed and paid at the rate of $11.25 per quarter hour or portion thereof, with a minimum payment of two hours, or the market rate, whichever is greater. … (Cal. Code Regs., tit. 8, § 9795.3.) (bold and italics added for emphasis.)

(Cal. Code of Regs., tit. 8, 9795.3(b)(1).)

It is observed that subsection (7) of section 9795.3(a) provides for interpreter fees in "[o]ther similar settings determined by the Workers' Compensation Appeals board to be reasonable and necessary to determine the validity and extent of injury to an employee." Providing interpretation services for a C&R, which is a settlement document, appears to be similar to the other settings in which an interpreter is required under section 9795.3(a)(1) through (6). An injured worker needs to receive, understand and respond to information that will be relied upon by the WCJ in making determinations as to approval of the C&R.

Because the injured worker has a right to be apprised of the basis and extent of settlement of their claim before agreeing to present the documents to a workers' compensation judge, the provision of certified interpreting services to applicant are clearly "reasonable and necessary to determine the validity and extent of injury to an employee" under AD Rule 9795.3(a)(7). This

interpretation of section 9795.3(a)(7) is consistent with reasoning of the Appeals Board in several panel decisions issued to date.[2]

As indicated above, on June 16, 2025, defendant issued cost petitioner full payment in the amount of $375.00 for its services. (Exhibit B, 6/16/2025.) Cost petitioner asserts that defendant delayed payment for 15 months, and defendant declined the opportunity to substantiate its interpreter review procedures or produce a person most knowledgeable, so that the eventual payment on June 16, 2025 was in bad faith.

Pursuant to section 5813,

> (a) The workers' compensation referee or appeals board may order a party, the party's attorney, or both, to pay any reasonable expenses, including attorney's fees and costs, incurred by another party as a result of bad-faith actions or tactics that are frivolous or solely intended to cause unnecessary delay. In addition, a workers' compensation referee or the appeals board. In its sole discretion, may order additional sanctions not to exceed two thousand five hundred ($2,500) to be transmitted to the General Fund.
>
> (b) The determination of sanctions shall be made after written application by the party seeking sanctions or upon appeal board's own motion.

(Lab. Code, § 5813.)

Cost petitioner contends that as relevant here, WCAB Rule 10421 states in pertinent part that:

> (b) Bad faith actions or tactics that are frivolous or solely intended to cause unnecessary delay include actions or tactics that result from a willful failure to comply with a statutory or regulatory obligation, that result from a willful intent to disrupt or delay the proceedings of the Workers' Compensation Appeals Board, or that are done for an improper motive or are indisputably without merit. Violations subject to the provisions of Labor Code section 5813 shall include but are not limited to the following:
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> ***

[2] *Luis Verdeja v. Sunset Express U.S., Inc.* (BPD) 2026 ADJ16188766; *Vasquez v. Millwork Bros., Inc*., 2024 Cal. Wrk. Comp. P.D. LEXIS 383; *Sanchez v. Hartmark Cabinet Design & Mfg.,* 2019 Cal. Wrk. Comp. P.D. LEXIS 6; *Hernandez v. Alba Constr. Co*., 2018 Cal. Wrk. Comp. P.D. LEXIS 311. We note that unlike en banc decisions, panel decisions are not binding precedent on other Appeals Board panels and WCJs. (See *Gee v. Workers' Comp. Appeals Bd.* (2002) 96 Cal. App. 4th 1418, 1425 fn. 6 [67 Cal.Comp.Cases 236].) However, panel decisions are citeable authority and the Appeals Board may consider these decisions to the extent that their reasoning is found persuasive particularly on issues of contemporaneous administrative construction of statutory language. (See *Guitron v. Santa Fe Extruders* (2011) 76 Cal. Comp. Cases 228, fn. 7 (Appeals Board En Banc); *Griffith v. Workers' Comp. Appeals Bd.* (1989) 209 Cal. App. 3d 1260, 1264, fn. 2, [54 Cal.Comp.Cases 145].)

> (4) Failing to comply with the Workers' Compensation Appeals Board's Rules of Practice and Procedure, with the regulations of the Administrative Director, or with any award or order of the Workers' Compensation Appeals Board, including an order of discovery, which is not pending on reconsideration, removal or appellate review and which is not subject to a timely petition for reconsideration, removal or appellate review, unless that failure results from mistake, inadvertence, surprise or excusable neglect.

(Cal. Code of Regs., tit. 8, 10421(b)(4).)

Section 5813 sanctions must be based on "bad-faith actions or tactics that are frivolous or solely intended to cause unnecessary delay." (Lab. Code, § 5813.) WCAB Rule 10786 contains specific provisions applicable to this dispute and sets forth the procedure for determinations regarding medical-legal expense disputes.

WCAB Rule 10786 states in relevant part,

> (i) Bad Faith Actions or Tactics:
>
> (1) If the Workers' Compensation Appeals Board determines that, as a result of bad faith actions or tactics, a defendant failed to comply with the requirements, timelines and procedures set forth in Labor Code sections 4622, 4603.3 and 4603.6 and the related Rules of the Administrative Director, the defendant shall be liable for the medical-legal provider's reasonable attorney's fees and costs and for sanctions under Labor Code section 5813 and rule 10421. The amount of the attorney's fees, costs and sanctions payable shall be determined by the Workers' Compensation Appeals Board; however, for bad faith actions or tactics occurring on or after October 23, 2013, the monetary sanctions shall not be less than $ 500.00. These attorney's fees, costs and monetary sanctions shall be in addition to any penalties and interest that may be payable under Labor Code section 4622 or other applicable provisions of law, and in addition to any lien filing fee, lien activation fee or IBR fee that, by statute, the defendant might be obligated to reimburse to the medical-legal provider.

(Cal. Code Regs., tit. 8, § 10786(i)(1).)

Orders for sanctions, costs and attorney fees can be based upon the WCJ's own motion or on a petition filed pursuant to WCAB Rule 10510. (Cal. Code Regs., tit. 8, §§ 10421(a), 10510.) Before issuing such an order, "the alleged offending party or attorney must be given notice and an opportunity to be heard." (Cal. Code Regs., tit. 8, § 10421(a).) WCAB Rule 10421(b) authorizes sanctions for a party who has committed "[b]ad faith actions or tactics that are frivolous or solely intended to cause unnecessary delay including actions or tactics that result from willful failure to comply with a statutory or regulatory obligation, that result from a willful intent to disrupt or delay the proceedings of the Workers' Compensation Appeals Board, or that are done for an improper

motive or are indisputably without merit." (Cal. Code Regs., tit. 8, § 10421(b).) Subdivision (b) provides a comprehensive but non-exclusive list of actions that could be subject to sanctions.

In the instant matter, clearly there was no dispute that cost petitioner was entitled to payment for the non-English interpretation services provided to applicant, a Spanish speaker, at the C&R signing on March 14, 2024. On June 16, 2025, 15 months after defendant received the invoice and 90 days after the cost petition was filed, a total of an 18-month delay, defendant paid cost petitioner $375.00 for its services.

In its Answer to the Petition for Reconsideration, defendant SCIF asserts that its initial rejection of the interpreter's invoice was based on a good faith misunderstanding of the network billing rules where the adjuster mistakenly applied the medical provider network rule under section 4616 to an interpreter cost under section 5811. We agree with cost petitioner that even if the initial error by the adjuster was in good faith, the subsequent delay was simply unreasonable, and sanctions and attorney fees should be issued against defendant for its conduct and failure to promptly investigate, pay or dispute cost petitioner's invoice.

The WCJ retains the discretion to determine whether as a result of bad faith actions or tactics, a defendant failed to comply with the requirements, timelines, and procedures set forth in the Labor Code and in the rules of the Administrative Director. Here, we disagree with the WCJ's finding that, "NAP Interpreting ***had not*** proven by a preponderance of the evidence that State Fund acted in bad faith and/or employed tactics that are solely intended to cause unnecessary delay. . . ." (bold and italics added for emphasis.) The WCJ declined to issue a sanction against SCIF related to the cost dispute or make an award of attorney fees. In his Opinion on Decision, the WCJ states,

> There is no denying that State Fund denied/rejected and failed to pay the original NAP Invoice on an improper basis. This is unfortune. However, I do not believe and cannot find on these facts that it was an intentional and/or bad faith effort that was solely intended to delay payment. In my estimation, this was in essence a bureaucratic screw up and error, that was eventually corrected and paid, after it was looked at following of the related cost petition. Although paid late, I do not believe and do not find that the delayed payment alone constitutes bad faith tactics.

(Opinion on Decision, 1/6/2026, p. 7.)

Here, we agree with the WCJ that defendant failed to pay the original invoice on an ***improper basis and indeed it was unfortunate***, but we disagree with the WCJ's finding that defendant's failure to pay a valid bill for medical-legal services for 18 months is a "bureaucratic

screw up and error." In his Opinion on Decision, the WCJ references *Kimball v. Workers Comp. Appeals Bd*. (2010) 75 Cal.Comp.Cases 1022 (writ denied) cited by defendant.

In defendant's Answer, it alleges that:

> The Workers' Compensation Judge is allowed to show mercy if there is a reasonable excuse. Per CCR 10421, mistake, inadvertence, or excusable neglect' may excuse some of the behavior that is punishable under LC 5813. *Kimball v. WCAB* (2010) 75 CCC 1022 (writ denied). In *Kimball*, the appeals board imposed no sanctions when employer's actions created delay, but there was no evidence it acted in bad faith or its behavior was frivolous, and actions were determined to have resulted from excusable neglect.

(Answer, 2/13/2026, 5:9-5:14.)

Kimball is factually distinguishable from the present matter because it is a case where the WCJ did not impose sanctions for the employer's failure to timely disclose payroll records in connection with a dispute over applicant's earnings. Here, we have a medical-legal service provider who provided a required service for applicant, translating a settlement document, and as such defendant is responsible for paying for the translation services incurred in connection with resolving the dispute. We disagree with the WCJ that *Kimball* is similar to the present matter. Defendant is required by the Labor Code to pay for reasonable and necessary interpreter services, and yet, here there was a significant delay in paying cost petitioner's invoice. There was no dispute that cost petitioner provided translation services for applicant and the fact that defendant paid the invoice in full 90 days after the Cost Petition was filed demonstrates that defendant knew or should have known that it was responsible for the services cost petitioner provided. Defendant's lack of diligence to investigate or to correct the "mistake" is in itself evidence of bad faith, and defendant should be held accountable for its inaction to promptly pay this valid medical-legal expense. Consequently, the mandatory provisions of WCAB Rule 10786(i)(1) require monetary sanctions of not less than $500.00. (Cal. Code Regs., tit. 8, §10786(i)(1).)

Last, we will address cost petitioner's Exhibits 4 and 5. The WCJ did not admit these two Exhibits into the Record of Proceedings as evidence and marked them for identification only. Exhibit 4 is an F&O issued by a different WCJ addressing a similar cost dispute with the same cost petitioner and defendant, SCIF. Cost petitioner's attorney requested that the Court take judicial notice of the F&O. Defendant objected to the request as stated by the WCJ in the Minutes of Hearing. The WCJ discussed Exhibit 4 in his Opinion on Decision, wherein he stated that:

> In light of the finding that there was no bad faith action or conduct on the part of State Fund, in the context of this dispute, there is no basis to award the requested attorney fees pursuant to Labor Code section 5813 and Rule 10421, and I decline to do so. Similarly, the issue of cost Petitioner's request to take judicial notice of Judge DaSilva's findings of market rate for a similar interpreting service in the Salguero case ADJ16250198 is moot.

(Opinion on Decision, 1/6/2026, p. 7; see Report, p. 4.)

We disagree with the WCJ. The decision in *Salguero* is a ruling by the WCAB and the Notice to Produce is a pleading filed in this case, and it was not necessary to submit them as a exhibits. The WCJ is empowered to take judicial notice of any rulings by the WCAB and any pleadings in the record of proceedings. (See Cal. Code Regs., tit. 8, §10803(a)(2).)

We observe that 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).) The WCJ and the Appeals Board have a duty to further develop the record where there is insufficient evidence on an issue. (*McClune v. Workers' Comp. Appeals Bd.* (1998) 62 Cal.App.4th 1117, 1121-1122 [63 Cal.Comp.Cases 261].) The Appeals Board has a constitutional mandate to "ensure substantial justice in all cases." (*Kuykendall v. Workers' Comp. Appeals Bd.* (2000) 79 Cal.App.4th 396, 403 [65 Cal.Comp.Cases 264].) The Board may not leave matters undeveloped where it is clear that additional discovery is needed. (*Id.* at p. 404.) Furthermore, decisions of the Appeals Board 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].)

Accordingly, we rescind the Findings of Fact, and substitute a new Findings of Fact to reflect that SCIF defendant State Compensation Insurance Fund acted in bad faith and/or employed tactics that are solely intended to cause unnecessary delay and monetary sanctions and attorney fees are ordered against defendant State Compensation Insurance Fund. Upon return of this matter to the trial level, the WCJ shall determine the amount of sanctions and attorney fees payable to cost petitioner.

For the foregoing reasons,

IT IS ORDERED that cost petitioner's Petition for Reconsideration of the Findings of Fact & Order issued January 6, 2026 is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Findings of Fact and Order issued on January 6, 2026, is **RESCINDED** and the following is **SUBSTITUTED** therefor:

FINDINGS OF FACT

1. Fernando Galindo, [DOB omitted], while allegedly employed on August 30, 2022, as a piece worker, in Livermore, California, by Plate Line Framers, Inc., claims to have sustained industrial injury to his shoulder, arm, circulatory system, and psyche.

2. The underlying case settled by Compromise & Release, which was approved on May 8, 2024.

3. Cost petitioner NAP Interpreting has proven by a preponderance of the evidence that defendant State Compensation Insurance Fund acted in bad faith and/or employed tactics that are solely intended to cause unnecessary delay.

4. The issue of the amount of monetary sanctions is deferred.

5. The issue of the amount of attorney's fees is deferred.

ORDER

a. Cost petitioner's request for sanctions and attorney fees against defendant, State Compensation Insurance Fund is granted. Upon return to the trial level, the WCJ shall determine the amount of sanctions to be issued against defendant SCIF and the amount of attorney fees to be paid by defendant SCIF to cost petitioner's attorneys.

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

April 21, 2026

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

LAW OFFICES OF GEORGE CORSON
STATE COMPENSATION INSURANCE FUND
ABRAMSON LABOR GROUP

DLM/oo

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