

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

**JOSHUA CURRENTON, *Applicant***

**vs.**

**HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOL;  
WCF NATIONAL INSURANCE COMPANY, *Defendants***

**Adjudication Number: ADJ21537607  
Sacramento District Office**

**OPINION AND ORDER  
DISMISSING PETITION FOR  
RECONSIDERATION**

Applicant, in pro per, seeks reconsideration of the Order Approving Compromise and Release (OACR) issued by the workers' compensation administrative law judge (WCJ) on April 9, 2026.

Applicant contends that he was aggrieved by the OACR because the Qualified Medical Evaluator (QME) report was withheld from him, his average weekly wages were miscalculated, and he received false legal advice, all of which applicant claims constituted fraud.

We have not received an answer from defendant. The WCJ issued a Report and Recommendation (Report) recommending that the Petition be treated as a petition to set aside the OACR and the matter be returned 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 and return this matter to the trial level for consideration of the Petition as one to set aside the OACR.

**FACTUAL BACKGROUND**

Applicant claimed injury while employed by defendant as a teacher from October 16, 2024 to August 26, 2025. In his Application for Adjudication of Claim (Application) of September 18, 2025, he alleged injury to his "head – multiple injury any"; "chest – including ribs, breast"; "

nervous system – stres[s]”; and “nervous system – psychiatri[c].” He further alleged that: “AFTER WORKING IN A STRESSFUL WORK ENVIRONMENT, THE APPLICANT SUSTAINED CUMULATIVE PSYCHOLOGICAL INJURIES, INCLUDING THE HEAD AND CHEST. [Capital letters in original.]”

On November 12, 2025, by way of a letter, applicant requested that the Application be amended to include: “Respiratory system – lungs, trachea, etc.”

On February 24, 2026, applicant was evaluated by Susan L. Marshuk, M.D., in the specialty of psychiatry. By way of history she stated that: applicant was “alleging industrial psychiatric injury on a continuous trauma basis covering the period October 16, 2024 through August 26, 2025 during his employment with [defendant] as a Teacher, secondary to a stressful work environment, as well as exposure to mold causing lung and respiratory issues.” (Susan L. Marshuk, M.D., February 24, 2026, p. 4.) She reported that:

[Applicant] explained that the school has moved locations “multiple times” due to mold contamination at its various facilities. He stated that the original Grand Avenue location was condemned, the second Hillsdale location was also condemned, and that they are now at a third location (Howe). At this third location, he stated that his principal is Ms. Christina Talstyka, (the previous principal was Ms. Irena Yanytska) and he identified the human resources representative as Ms. Daniella Voronova, from whom he had received assistance with the filing of his Workers’ Compensation claim.

(*Id.* at p. 8.)

Applicant further reported that his employer sent him to Carbon Health, where “the treating physician placed him off work for approximately one week and recommended a follow-up with an allergist for mold testing. . . .” (*Id.* at p. 9.)

With respect to the records provided for review, Dr. Marshuk noted that she reviewed three claim forms: (1) a date of injury of August 15, 2025, with the claimed body parts of “Acute respiratory problems, shortness of breath, tight chest, lightheadedness, nose congestion, intermittent chest pain, headache, excessive cold sweats, and feeling hot then cold”; (2) a date of injury of October 16, 2024 to August 26, 2025, with the claimed body parts of “Psychological injuries, including the head and chest. Mechanism of Injury: After working in a stressful work environment”; and (3) a date of injury of October 14, 2025, with the claimed body parts of “Headache, chest, lungs, mood intensity, lightheadedness, and fatigue. Mechanism of Injury: Lungs and chest pain due to smell of mold that got worse, headache, mood intensity,

lightheadedness, and fatigue.” (*Id.* at pp. 5, 6.) In addition, she reviewed a work status report dated August 15, 2025, from Carbon Health with a date of injury of August 13, 2025, taking applicant off work until August 22, 2025; a work status report dated November 6, 2025, from emergency medicine at Sutter Health that excusing applicant from work in the beginning from November 6, 2025 for two days; a work status report dated November 17, 2025 from Carbon Health stating “Mold exposure” and that applicant could “work light duty with restrictions: Cannot work indoors where there are mold exposure or areas that exacerbate symptoms”; and a work status report dated December 1, 2025 from Carbon Health stating “Mold exposure” and that applicant could “work light duty with restrictions: Cannot work indoors where there are mold exposure or areas that exacerbate symptoms. (*Id.* at pp. 6-7.)

With respect to causation, Dr. Marshuk opined that:

Based on the information currently available to me, as well as my clinical impressions, within reasonable medical probability causation is as follows: >50% of his industrial psychiatric injury is secondary to the alleged mold issues and perceived versus actual stress and anxiety to include retaliation for having filed a Workers’ Compensation claim, secondary to his respiratory condition which is deferred to specialists in internal medicine/pulmonology.

Following careful psychiatric evaluation, I have determined that the events of the [*sic*] Mr. Currenton’s employment were the predominant cause of the mental disorder and need for treatment. I have also determined that the injury was not the result of substantial (>35%) personnel actions to one written/two verbal warnings-one of which he believed “justified” and therefore, Labor Code section 3208.3(h) does not come into play. However, I reserve the right to alter this conclusion, should documentation arise that would warrant my doing so, and which will also be reviewed upon reevaluation.

...

Based on the information available to me, it does appear that Mr. Currenton’s psychiatric injury meets the threshold for compensability, should the Trier-of-Fact find in his favor in terms of the alleged workplace stressors.

(*Id.* at pp. 30-31.)

She opined that applicant was in need of psychological treatment; that he was totally temporarily disabled; and that he was currently partially temporarily disabled and was not permanent and stationary, but that based on his current GAF score, he had 23% permanent disability. She requested further medical records and recommended “an evaluation by a panel or agreed medical evaluator in the field(s) of internal medicine or pulmonology to determine the industrial relatedness

of complaints outside of my area of expertise.” (*Id.* at pp. 31-32.) She concluded that there was one cumulative injury but did not indicate the dates. (*Id.* at p. 32.)

On March 25, 2026, the parties entered into a C&R, which settled the body parts of “chest,” “nervous-stress,” “nervous-psychiatric,” and “respiratory system (lungs, etc.)” In Paragraph 6, it indicates that no temporary or disability was paid, but that \$5,131.48 was paid in medical bills. In Paragraph 8, it states that: “This resolution includes consideration of WCF’s claim numbers 202524029 and 202517960, 5020 forms re DOI 8-7-25 and 10-14-2025 respectively, which are resolved as part of the CT pled.” In the check-boxes section in Paragraph 9, next to “injury AOE/COE,” it states that “WCF ASSERTS NO FACTUAL BASIS OF INDUSTRIAL INJURY, AND GOOD FAITH PERSONNEL ACTION IS ASSERTED [Capital letters in original].” The settlement was for \$75,000.00, and applicant’s attorney requested a 15% attorney’s fee of \$11,250.00, leaving a balance of \$63,250.00 to applicant.

On March 27, 2026, the parties submitted the C&R and the February 24, 2026 QME report from Dr. Marshuk.

On April 6, 2026, applicant dismissed his attorneys, the Abramson Labor Group, and filed and served the dismissal that same day.

On April 7, 2026, applicant’s former attorneys filed a lien for attorney’s fees.

Despite applicant now being unrepresented, and without setting a hearing, the WCJ approved the C&R on April 9, 2026, and defendant served the OACR on April 13, 2026.

On April 22, 2026, applicant filed a petition to set aside the C&R and the Petition for Reconsideration. He alleged the following factual basis in each of his Petitions:

1. Petitioner suffered cumulative injury starting October 2024 including but not limited to toxic mold at work starting August 2025 resulting in serious respiratory and psychological issues. The petitioner filed a workers’ compensation claim.
2. Petitioner’s former attorneys, Abramson Labor Group (specifically Daniel Medina and Nyasha Yong-Wright), committed multiple acts of malpractice and misconduct:
  - a. Wrongful Wage Calculation: They used an average weekly wage of \$673.90. . . correct gross weekly wage [is] approximately \$1600.66. . . . This error alone undervalued Petitioner’s case by approximately \$100,000 and this error was not discovered by Petitioner until he had already signed the C&R as there was no formal discussion of the case value prior.

b. Withheld Favorable Medical Evidence: They concealed Qualified Medical Evaluation (QME) conclusion that found Petitioner's injury was industrial, that Petitioner had not reached Maximum Medical Improvement (MMI), and that the employer's good faith personnel action defense did not apply. . . .

c. False Legal Advice#1-QME: Attorney Daniel Medina falsely told Petitioner over the phone that it was 'illegal' to know the QME results and that he could not see the report or conclusions without being 'in front of a therapist'. . . .

d. False Legal Advice #2 No Options: Petitioner's lawyers Daniel Medina and his senior Shaista Sharf repeatedly told him there was nothing he could do until the judge either approved or disapproved the Compromise & Release (C&R). This statement was materially false. In reality, Petitioner had the absolute right to withdraw his consent at any time before the judge signed the order, and the right to fire his lawyers and substitute new counsel. This false advice deprived Petitioner of the opportunity to protect his rights. and directly removed his ability to act with informed consent.

e. Acted Without Authorization: They contacted the defense to request withdrawal of the settlement without Petitioner's consent.

3. On March 25, 2026, Petitioner was given only approximately 1.5 hours to review with an employment lawyer about waived claims and sign the C&R. Nyasha told the petitioner that they were not employment lawyers and to seek counsel on the C&R. The C&R required Petitioner to resign from his job and waived serious and willful misconduct claims, discrimination claims (Labor Code §132a), future medical care, and the SJDB tuition voucher.

4: Petitioner did not know the QME results at the time of signing and was coerced into signing under extreme time pressure. Petitioner's lawyers never went over the C&R with him.

5. Petitioner fired Abramson Labor Group on April 6, 2025 by filing a Substitution of Attorney (Form 36) and is now self-represented ('in pro per').

6. On April 9, 2026, the WCAB judge approved the C&R without knowledge of the withheld evidence, the false legal advice, or the coercion.

Six days later, on April 28, 2026, the WCJ filed her Report.

## DISCUSSION

### I.

Former Labor Code section 5909<sup>1</sup> 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 April 28, 2026 and 60 days from the date of transmission is Saturday, June 27, 2026. The next business day that is 60 days from the date of transmission is Monday, June 29, 2026. (See Cal. Code Regs., tit. 8, § 10600(b).)<sup>2</sup> This decision is issued by or on Monday, June 29, 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

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<sup>1</sup> Unless otherwise stated, all further statutory references are to the Labor Code.

<sup>2</sup> 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 shall be notice of transmission.

Here, according to the proof of service for the Report by the WCJ, the Report was served on April 28, 2026, and the case was transmitted to the Appeals Board on April 28, 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 April 28, 2026.

## II.

WCAB Rule 10961 (Cal. Code Regs., tit. 8, § 10961) provides that the district office may still act on a case for 15 days after the timely filing of a petition for reconsideration and sets forth the following actions that a WCJ may take in response: (1) The WCJ may prepare a report and transfer jurisdiction to the Appeals Board to address the merits of the petition (Cal. Code Regs., tit. 8, § 10961(a); see Cal. Code Regs., tit. 8, § 10962); (2) The WCJ may rescind the entire order, decision or award and initiate proceedings within 30 days (Cal. Code Regs., tit. 8, § 10961(b)); or (3) The WCJ may rescind the order, decision or award and issue an amended order, decision or award, and a new petition for reconsideration must be filed in response to the amended order, decision or award (Cal. Code Regs., tit. 8, § 10961(c)).

Consequently, if the order, decision or award is rescinded pursuant to subdivision (b) or subdivision (c) within the 15-day period wherein the WCJ retains jurisdiction, the original petition is deemed moot because the order, decision or award that is the subject of the petition no longer exists. Accordingly, under those circumstances, it is not necessary to prepare a Report or transfer jurisdiction to the Appeals Board to issue an order with respect to the petition.

Here, since, as discussed below, it was clear that at a minimum a hearing on the set aside was appropriate, during the 15-day period, the WCJ could have rescinded the OACR and set the matter for hearing. Instead, she chose to transfer the matter to the Appeals Board, and we will dismiss the Petition for Reconsideration.

### III.

In the June 24, 2026 en banc decision in *Gaines, et al. v. ABM Aviation Inc., et al.*, (2026) 91 Cal.Comp.Cases \_\_\_, the Appeals Board held that:

1. A workers' compensation settlement is only enforceable after approval by the Workers' Compensation Appeals Board. In approving a settlement, a WCJ must consider whether the agreement is valid and must determine whether the settlement is adequate in order to protect the injured worker and the public interest.
2. Where the terms of the settlement are inconsistent, do not comply with the Labor Code, and / or are inadequate, the WCJ may investigate by issuing an order suspending action, and if the parties do not provide sufficient information, the WCJ may hold a hearing to create an evidentiary record that establishes the adequacy of a settlement.

(*Id.* at p. \_\_\_.)

WCAB Rule 10700(b) states that: “[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).)

As part of our inquiry, we emphasize 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 valid and enforceable, the elements of a contract must be satisfied, including offer of settlement and acceptance. (*Id.*) Mutual consent of the parties is an essential element of a contract, and there can be no contract unless 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].)

Here, applicant alleges that he withdrew his approval of the C&R. He also alleges that because he did not review the QME reporting, he could not have consented because he did not understand the basis for the settlement of his case.

We have additional concerns with respect to whether a “bargain” occurred here. The WCJ approved the attorney’s fee *after* applicant had already dismissed his attorneys. There is no medical reporting for applicant’s claim of injury due to the mold, despite the recommendations of the QME, and the medical reporting from the QME indicates that applicant may have been temporarily disabled due to the mold exposure. Consequently, it is not clear whether there are actually multiple injuries here: a psychiatric injury and a physical injury to the lungs and chest. Moreover, the body parts being released are not clearly identified. For example, we note that “stress” is not a part of the body -- it is a cause of injury -- and “respiratory system (lungs, etc.)” is not a sufficient description in that applicant’s exposure to mold may implicate other body parts. Finally, if a condition in C&R is premised on agreement to another separate document or if a civil case is pending or appropriate, the WCJ must also make that inquiry. We observe that a C&R may only settle claims for benefits that arise under our jurisdiction under the Labor Code, and a settlement may not be conditioned on a waiver of other rights that are outside our jurisdiction.

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 Labor Code 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. I.A.C.* (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; *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].)

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).) 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. I.A.C.* (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].)

Decisions of the Appeals Board “must be based on admitted evidence in the record” (*Hamilton, supra*, at p. 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.)

In the absence of a record, we are unable to evaluate petitioner’s contentions. Consequently, we dismiss the Petition for Reconsideration as premature and return the matter to the WCJ for further proceedings consistent with this opinion. **We direct the parties and the WCJ to the en banc decision in *Gaines* for guidance with respect to approval of C&Rs that both WCJs and parties must follow.** 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 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 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/ ANNE SCHMITZ, DEPUTY COMMISSIONER**

**I CONCUR,**

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

**PAUL F. KELLY, COMMISSIONER**  
**CONCURRING NOT SIGNING**



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

**JUNE 29, 2026**

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

**JOSHUA CURRENTON  
ABRAMSON LABOR GROUP  
WCF NATIONAL INS**

***AS/pm***

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