

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

**LUIS VERDEJA, *Applicant***

**vs.**

**SUNSET EXPRESS U.S., INC.;**  
**STATE COMPENSATION INSURANCE FUND, *Defendants***

**Adjudication Number: ADJ16188766  
Long Beach District Office**

**OPINION AND ORDER  
GRANTING PETITION FOR  
RECONSIDERATION  
AND DECISION AFTER  
RECONSIDERATION**

Cost petitioner Professional Interpreting, LLC seeks reconsideration of the Findings and Award (F&A), issued by the workers' compensation administrative law judge (WCJ) on December 18, 2025, wherein the WCJ found in pertinent part that cost petitioner's interpreting services for translation of a Compromise and Release (C&R) were reasonable and necessary but that cost petitioner was only entitled to payment under AD Rule 9795.3(b)(2) (Cal. Code Regs., tit. 8, § 9795.3(b)(2)) and ordered that cost petitioner take nothing further.

Cost petitioner contends that according to AD Rule 9795.3(b)(1), it is entitled to the greater of its established market rate or at the Los Angeles County's half-day Superior Court rate as payment because the interpreting services it provided were legal services; and that defendant should be subject to sanctions for its failure to comply with the regulations.

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 and 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 and affirm the F&O, except that we will amend it to find that cost petitioner is

entitled to payment under AD Rule 9795.3(b)(1) and find that defendant is liable for an additional \$122.00 in payment to cost petitioner and defer the issue of whether defendant is liable for costs, penalties, interest, sanctions, and attorney's fees. We will also find that Exhibits 4, 7 and 8 are admitted into evidence. We will return the matter to the WCJ for further proceedings consistent with this opinion.

## **BACKGROUND**

We will briefly review the relevant facts.

Applicant sustained injury arising out of and in the course of employment to his left arm, left wrist, left shoulder, and neck while employed by defendant as a driver on April 4, 2022.

On November 21, 2022, certified Interpreter Maria Palacio (translator identification #100557) provided Spanish translation services for applicant at the reading and signing of the C&R. Applicant, a Spanish speaker, required language interpretation in order to understand the meaning of the settlement document he was signing. (Exhibit 3, 11/21/2022.)

On November 30, 2022, cost petitioner sent defendant a demand for payment for services provided as "Translation and Review of Settlement Document 5811 fees (costs)" on November 21, 2022 in the amount of \$350.00 and identified the interpreter as M. Palacio #100557. The invoice reflected the market rate for Los Angeles County. A copy of the C&R and Professional Interpreting, LLC.'s and information about the market rate pursuant to the regulations was attached. (Exhibit 1, 11/30/2022.)

On December 21, 2022, defendant made a partial payment of \$228.00 to cost petitioner for the translation services as reflected in a payment history report dated April 11, 2025. (Exhibit C, 4/11/2025.)

On December 21 and 23, 2022 defendant issued individual payment reports. The report reflects the \$122.00 reduction and provides the following explanation.

Reduction Code Explained. Per CA code of Regulations, Title 8 9795.3(b)(1): For appeals board hearings, arbitration and depositions, the interpreter fees must be billed and paid at the greater of:

1. The rate for one half day or one full day as defined in the Superior Court fee schedule for interpreters in the country where the service was provided; or
2. The market rate.

Payment of \$228 for half-day of legal interpreting for place of service in Los Angeles County based on Gaspar 2019 Cal.Wrk.Comp.P.D.LEXIS 115; Palomo 2018 Cal.Wrk.Comp.P.D.LEXIS 56.

(Exhibit A and Exhibit B, 12/21/2022.)

On February 28, 2023, the WCJ issued an Order Approving the Compromise and Release (OACR).

On February 19, 2025, cost petitioner filed the cost petition seeking reimbursement of the remaining balance and attorney's fees.

On August 28, 2025, this matter came on for trial. As relevant herein,

Defendants object to Cost Petitioner's Exhibits 4, 7, and 8 due to lack of foundation. Cost Petitioner's Exhibits 4, 7, and 8 are marked for identification purposes only. The Court will make a determination as to their admissibility at the time of its Decision.

On December 18, 2025, the WCJ issued the F&A.

In her Report, she provides the following explanation with respect to why she did not admit Exhibits 4, 7, and 8:

As noted in the descriptions given of the subject documents above, no evidence was submitted related to any of them beyond each document itself; it should be noted that none of them provide any support for any other document, either. More particularly, nothing has been provided as to any of these documents that would allow any of them to be admitted as business records. No evidence was submitted showing necessary preliminary facts to establish the reliability and relevance of these documents (Evidence Code §§400, 402); some types of evidence that could have helped establish these documents as substantial evidence was set forth in the previous section and in the Opinion on Decision.

Standing on its own, with no evidence of how it was put together or what data, if any, it was based on, Exhibit 4 is a mere list of numbers and names that may or may not have any basis in reality and proves nothing about any market rate. A copy of this document was included in the invoice packet that was apparently sent to SCIF as the original billing for the services provided (Ex. 1 p. 8), but no information on how it was generated or why it should be considered an accurate reflection of any market values was provided in that exhibit. The party seeking to have the document admitted has the burden to show the preliminary facts that would establish that the document is supported by substantial evidence and therefore could be found substantial evidence itself (Evidence Code §403(a)(1)). Here, no attempt was made to provide the necessary preliminary facts, so Petitioner's burden clearly was not met.

Exhibits 7 and 8 are from other unrelated cases, and the only evidence regarding those cases that was submitted was these two documents themselves, one for each case. Exhibit 7, which appears to be an invoice and payment, could possibly have been admissible as a business record with the appropriate supporting testimony or documentation, but that was not provided. Given Defendant's objection, the document itself could not be used to self-verify.

Exhibit 8, which Petitioner identified as a "fully paid invoice" when filing it as an exhibit, consists of an invoice but no evidence of payment, and an order for payment that includes an order allowing it to be voided by filing an objection and no evidence that the order ever became final. While the invoice might have been admissible as a business record with the necessary foundational evidence to establish that, and the order might have been subject to judicial notice with additional information regarding its finality and an appropriate request, no foundational evidence was provided for either portion of Exhibit 8 and it also could not be self-verifying to overcome Defendant's objection. As the party proffering Exhibits 7 and 8, Petitioner again has the burden of proof to establish the necessary preliminary facts that could establish them as admissible evidence (Evidence Code §403(a)(1)) but made no attempt to do so.

For all of these reasons and the reasons stated in the Opinion on Decision, Defendant's objections were properly upheld, and these three exhibits were properly ruled inadmissible.

(Report, pp. 4-5.)

## **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 December 31, 2025 and 60 days from the date of transmission is Sunday, March 1, 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).)<sup>1</sup> 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 31, 2025, and the case was transmitted to the appeals board on December 31, 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 31, 2025.

## II.

We 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

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<sup>1</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.

presented in a language they understand. Specifically, we believe that 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.

Cost petitioner relies on our October 16, 2024 panel decision in *Felix Vasquez v. Millwork Brothers, Inc.* (ADJ17237792), wherein we found that providing translation services for the reading of a C&R is similar to providing them at a board hearing, deposition, conference, or arbitration. In *Vasquez*, we emphasized that:

**These are all proceedings where an applicant with limited English language abilities has a civil right to be provided with interpretation services in order to fully understand the document and/or proceedings that he is signing and/or participating in. We agree with petitioner that the correct rate for his services falls within AD Rule 9795.3(b)(1).** (Emphasis added.)

And, 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).

: “Parties have a due process right to a fair hearing, and a determination based on the merits.” We explained that:

As a matter of due process, all parties to a workers’ compensation proceeding retain the 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].) ‘Due process requires notice and a meaningful opportunity to present evidence in regards to the issues.’ (*Rea v. Workers’ Comp. Appeals Bd.* (2005) 127 Cal.App.4th 625, 643 [70 Cal.Comp.Cases 312]; see also *Fortich v. Workers’ Comp. Appeals Bd.* (1991) 233 Cal.App.3d 1449, 1452-1454 [56 Cal.Comp.Cases 537].) A fair hearing includes, but is not limited to, the opportunity to call and cross-examine witnesses; introduce

and inspect exhibits; and to offer evidence in rebuttal. (See *Gangwish v. Workers' Comp. Appeals Bd.* (2001) 89 Cal.App.4th 1284, 1295 [66 Cal.Comp.Cases 584]; *Rucker, supra*, at pp. 157-158 citing *Kaiser Co. v. Industrial Acci. Com. (Baskin)* (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 [57 Cal.Comp.Cases 230]; *Beverly Hills Multispecialty Group, Inc. v. Workers' Comp. Appeals Bd. (Pinkney)* (1994) 26 Cal.App.4th 789, 806 [59 Cal.Comp.Cases 461].)

It is the policy of the law to favor, whenever possible, a hearing on the merits. (*Fox v. Workers' Comp. Appeals Bd.* (1992) 4 Cal.App.4th 1196, 1205 [57 Cal.Comp.Cases 149]; see also *Shamblin v. Brattain* (1988) 44 Cal.3d 474, 478 [243 Cal. Rptr. 902] (“when a party in default moves promptly to seek relief, very slight evidence is required to justify a trial court’s order setting aside a default.”) This is particularly true in workers’ compensation cases, where there is a constitutional mandate “to accomplish substantial justice in all cases.” (Cal. Const., art. XIV, § 4.)

(*Id.* at pp. 836-837.)

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(b)(1) provides:

(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.*** 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. Services over 8 hours shall be paid at the rate of one-eighth the full day rate for each hour of service over 8 hours. (bold and italics added for emphasis.)

In sum, we conclude that due process requires that services for translation of a C&R must be provided to a non-English speaking worker and are subject to payment under AD Rule 9795.3(b)(1).

Turning to the merits of the petition here, an interpreter has the burden of proving among other things that the fees charged were reasonable in order to recover charges for interpreter services. (*Guitron v. Santa Fe Extruders* (2011) 76 Cal.Comp.Cases 228, 234 (Appeals Board en banc); see *Kunz v. Patterson Floor Coverings, Inc.* (2002) 67 Cal.Comp.Cases 1588 (Appeals Board en banc) 1588; *Torres v. AJC Sandblasting* (2012) 77 Cal.Comp.Cases 1113 (Appeals Board en banc); *Tapia v. Skill Masters Staffing* (2008) 73 Cal.Comp.Cases 1338 (Appeals Board en banc) [when the value of the services is not established by a fee schedule, a lien claimant must present evidence of the reasonable value of those services in order to support recovery].)

In the present matter, cost petitioner is entitled to payment for the translation services it provided to applicant for the reading and signing of the C&R under AD Rule 9795.3(b)(1). The issue is the amount that cost petitioner is entitled to be paid for its translation services provided.

On November 21, 2022, cost petitioner provided Spanish translation services for applicant, a Spanish speaker, at the reading and signing of the C&R in Bell Gardens, California. On November 30, 2022, cost petitioner billed defendant \$350.00 for its services based on the County Superior Court rate for Los Angeles County or market rate. In response, defendant paid \$228.00. We agree with cost petitioner that it should be paid at the higher rate, which here is an additional \$122.00 in order to satisfy the market rate amount billed of \$350.00. We will defer the issue of whether defendant is liable for costs, interest, penalties, sanctions, and attorney's fees.

Next, we will address cost petitioner's Exhibits 4, 7, and 8. The WCJ did not admit the three Exhibits into the Record of Proceedings as evidence and marked them for identification only. Exhibit 4 is market rate information for Professional Interpreting, LLC dated August 5, 2022. Exhibit 7 and Exhibit 8 are Bills/Invoices from cost petitioner to defendant for other injured workers where cost petitioner provided translation services for C&Rs on November 21, 2023, and Exhibit 8 includes an order for defendant to pay 5811 charges and attorney fees. All of the information in these three exhibits goes to the weight and credibility of cost petitioner's allegations and the services it provided. This information is essential to assess the reasonable value of cost petitioner's services. Here, all three of these exhibits should have been admitted.

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].)

While we conclude here that the evidence submitted by cost petitioner was admissible and substantial evidence to support further payment, in the future, if a WCJ has concerns about the lack of an adequate foundation, the appropriate response is to allow development of the record.

Last, regarding the issue of defendant’s liability for attorney’s fees, interest, costs, sanctions and penalties, the WCJ should address the issue in the first instance, and we will defer the issue.

Accordingly, we grant reconsideration, and we affirm the F&O, except that we amend it to find that cost petitioner is entitled to payment under AD Rule 9795.3(b)(1) and find that defendant is liable for an additional \$122.00 in payment to cost petitioner. We defer the issue of whether defendant is liable for costs, penalties, interest, sanctions, and attorney’s fees. We will also find that Exhibits 4, 7 and 8 are admitted into evidence. We will return the matter to the WCJ for further proceedings consistent with this opinion.

For the foregoing reasons,

**IT IS ORDERED** that cost petitioner's Petition for Reconsideration of Findings and Award of December 18, 2025 is **GRANTED**.

**IT IS FURTHER ORDERED** as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the decision of December 18, 2025 is **AFFIRMED** except that it is **AMENDED** as follows:

**FINDINGS OF FACT**

5. The signing of the Compromise and Release occurred in conjunction with an appeals board proceedings because an applicant with limited English language abilities has a due process right to be provided with interpretation services in order to fully understand the document and/or proceedings that they are signing and/or participating in, so that the services fall within AD Rule 9795.3(b)(1) (Cal. Code Regs., tit. 8, § 9795.3(b)(1)).

7. The reasonable fee for the interpreting services provided by cost petitioner Professional Interpreting, Inc., for the signing of the Compromise and Release falls under AD Rule 9795.3(b)(1) (Cal. Code Regs., tit. 8, § 9795.3(b)(1)).

8. State Compensation Insurance Fund paid \$228.00 to cost petitioner Professional Interpreting, Inc. for the subject services. Cost petitioner met its burden to show that it is entitled to an additional \$122.00 under AD Rule 9795.3(b)(1) (Cal. Code Regs., tit. 8, § 9795.3(b)(1)).

9. The issue of whether State Compensation Insurance Fund is liable for sanctions, penalties, costs, interest, and/or attorney fees is deferred.

10. Cost petitioner Professional Interpreting, Inc.'s Exhibits 4, 7, and 8 are admitted into evidence.

**AWARD**

State Compensation Insurance Fund paid \$228.00 to cost petitioner Professional Interpreting, Inc., for the subject services. State Compensation Insurance Fund is liable for payment to cost petitioner Professional Interpreting, Inc., pursuant to AD Rule 9795.3(b)(1) (Cal. Code Regs., tit. 8, § 9795.3(b)(1)) of an additional \$122.00. The issue of sanctions, penalties, costs, interest, and attorney's fees is deferred.

**ORDER**

Cost petitioner Professional Interpreting, Inc's Exhibits 4, 7, and 8 are admitted into evidence.

**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  
STATE COMPENSATION INSURANCE FUND**

**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*