

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

TRINIDAD OLIVARES, *Applicant*

vs.

THE RIGHT MAN, INC.;
STATE COMPENSATION INSURANCE FUND, *Defendants*

Adjudication Number: ADJ2737273 (ANA 0355468)
Santa Ana District Office

**OPINION AND ORDER
GRANTING PETITION FOR
RECONSIDERATION**

Cost petitioner Professional Interpreting, LLC (cost petitioner) seeks reconsideration of the Findings and Award (F&A), issued by the workers' compensation administrative law judge (WCJ) on May 28, 2026 wherein the WCJ found in pertinent part that: the reasonable fee for interpreting services provided by cost petitioner for the review and translation of the Compromise & Release (C&R) falls under AD Rule § 9795.3(b)(1). (Cal. Code. Regs., tit. 8 §9795.3(b)(1); a half-day schedule for purposes of the Workers' Compensation Appeals Board is 3.5 hours; cost petitioner met its burden of establishing that it is entitled to an additional \$38 under AD Rule § 9795.3(b)(1); the doctrine of collateral estoppel does not apply in this case; defendant did not act in bad faith by paying below market rate and no attorney fee is warranted; and the issue of whether cost petitioner waived its right to raise market rate at trial is moot.

Cost petitioner contends that the evidence demonstrates and that collateral estoppel applies to demonstrate that the \$350 market rate is appropriate; and that the proper remedy is attorney fees and/or sanctions against defendant to disincentivize bringing a settled issue to trial.

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 upon our preliminary review of the record, we will grant cost petitioner's Petition

for Reconsideration. Our order granting the Petition for Reconsideration is not a final order, and we will order that a final decision after reconsideration is deferred pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law. Once a final decision after reconsideration is issued by the Appeals Board, any aggrieved person may timely seek a writ of review pursuant to Labor Code section 5950 et seq.

BACKGROUND

We will briefly review the relevant facts.

Applicant while employed by defendant as a welder on July 3, 2001, sustained injury arising out of and in the course of employment to neck, right hand, and right shoulder.

On February 15, 2024, a certified interpreter provided remote Spanish translation services for applicant for the reading and signing of the C&R. (Exhibit 1, 8/28/2025.) Applicant, a Spanish speaker, required language interpretation in order to understand the meaning of the settlement document being signed.

The case in chief was resolved by way of a C&R, and on March 1, 2024, the WCJ issued an Order Approving Compromise and Release (OACR).

On March 20, 2024, cost petitioner served defendant with an invoice dated March 18, 2024, in the amount of \$350.00 for translation and review of settlement document on February 15, 2024 along with cost petitioner's market rate documentation and proof of service. (Exhibit 2, 3/20/2024.)

On March 29, 2024, defendant made a partial payment of \$228.00 to cost petitioner for translation services with an Explanation of Review (EOR). The EOR shows the billed amount of \$350 and reflects a reduction of \$122 with Reduction Codes: 921 and G5 and an allowance of \$228.00. The EOR Reduction Code Explanation:

921: Per CA code of Regulations, Title 8 9795(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 county 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

G5: This charge was adjusted for reasons set forth in the attached letter.

(Exhibit 6, 3/29/2024, Exhibit C, 3/29/2024.)

Defendant issued an Individual Payment Report dated March 29, 2024, which lists a \$350.00 charge for half day legal interpreting on February 15, 2024. The charges were reduced by \$122.00 and \$228.00 was allowed. The same codes mentioned above are listed. (Exhibit B, 3/29/2024.)

On April 22, 2024, defendant issued cost petitioner an Explanation of Review dated April 22, 2024 which reflects that defendant reevaluated cost petitioner's billed amount of \$350.00 and determined that cost petitioner had been paid correctly and no further payment is warranted. (Exhibit 7, 4/22/2024.)

On April 26, 2024, cost petitioner served defendant a "2nd Request for Bill Review" reflecting a March 29, 2024 partial payment in the amount of \$228.00. It states, "NOT ACCEPTED AS FULL & FINAL." The invoice included the Market Rate spreadsheet and a proof of service. (Exhibit 3, 4/26/2024.)

On October 19, 2024, cost petitioner served defendant with an invoice in the amount of \$122.00 and it states, "IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS, THE FILE WILL BE REFERRED TO ATTORNEY GEORGE CORSON FOR COLLECTION." Included with the invoice is the market rate information and a Final Demand for Payment of Labor Code § 5811 Fees. (Exhibit 4, 10/19/2024.)

On May 13, 2025, cost petitioner filed the cost petition seeking reimbursement of the complete invoiced amount of \$350.00 plus reasonable attorney's fees.

On August 13, 2025, defendant issued an EOB/EOR/Check Report reflecting that a check was issued on March 29, 2024, in the amount of \$228.00 with a reduction of \$122.00. (Exhibit A, 8/13/2025.)

On April 29, 2026, this matter came on for trial.

On May 28, 2026, the WCJ issued the F&A.

DISCUSSION

I.

Preliminarily, we note that former Labor Code 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 June 11, 2026 and 60 days from the date of transmission is August 10, 2026. This decision is issued by or on August 10, 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 June 11, 2026, and the case was transmitted to the Appeals Board on June 11, 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 June 11, 2026.

II.

We first highlight some of the legal principles that may be 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, 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.

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].)

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.)

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].)

Here, on February 15, 2024, cost petitioner provided Spanish translation services for applicant, a Spanish speaker, at the reading and signing of the C&R in Anaheim, California located in Orange County. On March 20, 2024, cost petitioner served defendant with an invoice dated March 18, 2024, in the amount of \$350.00 for translation and review of settlement document on February 15, 2024 along with cost petitioner's market rate documentation and proof of service. (Exhibit 2, 3/20/2024.) Defendant issued an Individual Payment Report dated March 29, 2024, which lists a \$350.00 charge for half day legal interpreting on February 15, 2024. The charges were reduced by \$122.00 and \$228.00 was allowed.

Based on our initial review, it appears that cost petitioner may be entitled to additional payment for the translation services it provided to applicant for the reading and signing of the C&R at market rate/Superior Court rate per AD Rule 9795.3(b)(1).

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].)

Last, based on our preliminary review, we note that the issue of defendant's liability for attorney's fees and sanctions may require further development of the record.

III.

In addition, under our broad grant of authority, our jurisdiction over this matter is continuing. A grant of reconsideration has the effect of causing "the whole subject matter [to be] reopened for further consideration and determination" (*Great Western Power Co. v. I.A.C. (Savercool)* (1923) 191 Cal. 724, 729 [10 I.A.C. 322]) and of "[throwing] the entire record open for review." (*State Comp. Ins. Fund v. I.A.C. (George)* (1954) 125 Cal.App.2d 201, 203 [19 Cal.Comp.Cases 98].) Thus, once reconsideration has been granted, the Appeals Board has the full power to make new and different findings on issues presented for determination at the trial level even with respect to issues not raised in the petition for reconsideration before it. (See Lab Code, §§ 5907, 5908, 5908.5; see also *Gonzales v. I.A.C.* (1958) 50 Cal.2d 360, 364.) "[t]here is no provision in chapter 7, dealing with proceedings for reconsideration and judicial review, limiting the time within which the commission may make its decision on reconsideration, and in the absence of a statutory authority limitation none will be implied "; see generally Lab. Code, § 5803 ["The WCAB has continuing jurisdiction over its orders, decisions, and awards. . . . At any time, upon notice and after an opportunity to be heard is given to the parties in interest, the appeals board may rescind, alter, or amend any order, decision, or award, good cause appearing therefor.].) "The WCAB. . . is a constitutional court; hence, its final decisions are given res judicata effect." (*Azadigian v. Workers' Comp. Appeals Bd.* (1992) 7 Cal.App.4th 372, 374 [57 Cal.Comp.Cases 391; see *Dow Chemical Co. v Workmen's Comp. App. Bd.* (1967) 67 Cal.2d 483, 491 [32 Cal.Comp.Cases 431]; *Dakins v. Board of Pension Commissioners* (1982) 134 Cal.App.3d 374, 381 [184 Cal.Rptr. 576]; *Solari v. Atlas-Universal Service, Inc.* (1963) 215 Cal.App.2d 587, 593 [30 Cal.Rptr. 407].) A "final" order has been defined as one that either "determines any substantive right or liability of those involved in the case" (*Rymer v. Hagler* (1989) 211 Cal.App.3d 1171, 1180; *Safeway Stores, Inc. v. Workers' Comp. Appeals Bd. (Pointer)* (1980) 104 Cal.App.3d 528,

534-535 [45 Cal.Comp.Cases 410]; *Kaiser Foundation Hospitals v. Workers' Comp. Appeals Bd. (Kramer)* (1978) 82 Cal.App.3d 39, 45 [43 Cal.Comp.Cases 661]), or determines a “threshold” issue that is fundamental to the claim for benefits. Interlocutory procedural or evidentiary decisions, entered in the midst of the workers’ compensation proceedings, are not considered “final” orders. (*Maranian v. Workers' Comp. Appeals Bd.* (2000) 81 Cal.App.4th 1068, 1070, 1075 [65 Cal.Comp.Cases 650].) [“interim orders, which do not decide a threshold issue, such as intermediate procedural or evidentiary decisions, are not ‘final’ ”]; *Rymer, supra*, at p. 1180 [“[t]he term [‘final’] does not include intermediate procedural orders or discovery orders”]; *Kramer, supra*, at p. 45 [“[t]he term [‘final’] does not include intermediate procedural orders”].)

Section 5901 states in relevant part that:

No cause of action arising out of any final order, decision or award made and filed by the appeals board or a workers’ compensation judge shall accrue in any court to any person until and unless the appeals board on its own motion sets aside the final order, decision, or award and removed the proceeding to itself or if the person files a petition for reconsideration, and the reconsideration is granted or denied. . . .

Thus, this is not a final decision on the merits of the Petition for Reconsideration, and we will order that issuance of the final decision after reconsideration is deferred. Once a final decision is issued by the Appeals Board, any aggrieved person may timely seek a writ of review pursuant to sections 5950 et seq.

Accordingly, we grant cost petitioner’s Petition for Reconsideration, and order that a final decision after reconsideration is deferred pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law. **While this matter is pending before the Appeals Board, we encourage the parties to participate in the Appeals Board’s voluntary mediation program. Inquires as to the use of our mediation program can be addressed to WCABmediation@dir.ca.gov.**

For the foregoing reasons,

IT IS ORDERED that cost petitioner's Petition for Reconsideration is **GRANTED**.

IT IS FURTHER ORDERED that a final decision after reconsideration is **DEFERRED** pending further review of the merits of the Petition for Reconsideration and further consideration of the entire record in light of the applicable statutory and decisional law.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE A. ZALEWSKI, CHAIR

I CONCUR,

/s/ PAUL F. KELLY, COMMISSIONER

JOSÉ H. RAZO, COMMISSIONER
CONCURRING NOT SIGNING



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

August 10, 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 E. 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*