

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

**ANDREA MORRIS; PAM BERTINO, guardian ad litem for ANDREA MORRIS,
*Applicant***

vs.

**CITY OF HOPE NATIONAL MEDICAL CENTER, permissibly self-insured,
administered by ADMINSURE; SAN ANTONIO REGIONAL MEDICAL CENTER
permissibly self-insured, administered by CLAIMQUEST; and POMONA VALLEY
HOSPITAL MEDICAL CENTER, permissibly self-insured, administered by
ADMINSURE, *Defendants***

**Adjudication Numbers: ADJ13610807 (MF); ADJ13610806
San Bernardino District Office**

**OPINION AND ORDER
DISMISSING PETITION
FOR RECONSIDERATION**

Defendant Pomona Valley Hospital Medical Center (Petitioner or PVHMC) seeks reconsideration of the Stipulated Award (Award), issued by the workers' compensation administrative law judge (WCJ) on August 29, 2025, in case number ADJ13610806. The WCJ approved stipulations between applicant and defendant City of Hope National Medical Center (City of Hope) that applicant was adequately compensated for temporary disability benefits, applicant's injuries caused permanent disability of 100%, for which permanent disability indemnity is payable per Disability Evaluation Unit (DEU)'s commutation calculations commencing May 23, 2023, and the WCJ awarded attorney's fees in the amount of 429,432.00.

The crux of petitioner's contentions are that the WCJ erred in approving the stipulated Award allocating 100% permanent disability to case number ADJ13610806 and 0% to the specific injury in case number ADJ13610807. Petitioner also contends that the WCJ erred approving a separate compromise and release (C&R) of retroactive expenses in case numbers ADJ13610807 and ADJ13610806.

We received an Answer from applicant and defendant City of Hope.

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 Answers, and the contents of the Report. Based on our review of the record, and for the reasons stated below, we will dismiss the Petition for Reconsideration as Petitioner is not aggrieved.

BACKGROUND

We will briefly review the relevant facts.

In case number ADJ13610807, applicant claimed injury to various body parts while employed by defendant City of Hope as a nurse on May 14, 2020.

In case number ADJ13610806, applicant claimed injury to various body parts while employed by multiple defendants as a nurse during the period from on May 14, 2019 to May 14, 2020. Applicant elected against City of Hope.

On August 27, 2025, applicant's guardian ad litem, applicant's attorney, and City of Hope signed a compromise and release (C&R) between applicant and defendant City of Hope in case numbers ADJ13610807 and ADJ13610806. The C&R settled reimbursement of retroactive expenses from May 14, 2020, though the date of the OACR.

On August 28, 2025, applicant entered into Stipulations with Request for Award with defendant City of Hope in case number ADJ13610806.

On August 29, 2025, the WCJ issued a joint Order Approving Compromise and Release (OACR), as between applicant and City of Hope for reimbursement of retroactive expenses from May 14, 2020, though the date of the OACR, in case numbers ADJ13610807 and ADJ13610806.

On August 29, 2025, the WCJ also issued a stipulated Award, as between applicant and City of Hope in case number ADJ13610806.

DISCUSSION

I.

Former Labor Code section¹ 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.

¹ All statutory references are to the Labor Code unless otherwise stated.

(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 September 25, 2025, and 60 days from the date of transmission is Monday, November 24, 2025. This decision is issued by or on November 24, 2025, 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 shall be notice of transmission.

Here, according to the proof of service for the Report by the WCJ, the Report was served on September 25, 2025, and the case was transmitted to the Appeals Board on September 25, 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 September 25, 2025.

II.

We observe that contract principles apply to settlements of workers’ compensation disputes. The legal principles governing compromise and release agreements are the same as those governing other contracts. (*Burbank Studios v. Workers’ Co. Appeals Bd.* (1982) 134 Cal.App.3d

929, 935.) For a compromise and release agreement to be effective, the necessary elements of a contract must exist, including an offer of settlement of a disputed claim by one of the parties and an acceptance by the other. (*Id.*) The essential elements of contract include the mutual consent of the parties. (Civ. Code, §§ 1550, 1565, 1580.) There can be no contract unless there is a meeting of the minds and the parties mutually agree upon the same thing. (Civ. Code, §§ 1550, 1565, 1580; *Sackett v. Starr* (1949) 95 Cal.App.2d 128; *Sieck v. Hall* (1934) 139 Cal.App.279, 291; *American Can Co. v. Agricultural Ins. Co.* (1909) 12 Cal.App. 133, 137.) The essential elements of contract also include consideration. (Civ. Code, §§ 1550, 1584, 1595, 1605, et seq., 1659.)

Since a compromise and release is a written contract, the parties' intention should be ascertained, if possible, from the writing alone, and the clear language of the contract governs its interpretation. (Civ. Code, §§ 1638, 1639; *TRB Investments, Inc. v. Fireman's Fund Ins. Co.* (2006) 40 Cal.4th 19, 27 (*TRB Investments*).) 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. (Civ. Code, § 1636; *TRB Investments, supra*, at 27; *County of San Joaquin v. Workers' Compensation Appeals Bd. (Sepulveda)* (2004) 117 Cal.App.4th 1180, 1184 [69 Cal.Comp.Cases 193].) The whole of a contract is to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other. (Civ. Code, § 1641.) The words of a contract are to be understood in their ordinary and popular sense rather than according to their strict legal meaning; unless used by the parties in a technical sense, or unless a special meaning is given to them by usage. (Civ. Code, § 1644.)

Pursuant to section 5900(a):

Any person *aggrieved directly or indirectly* by any final order, decision, or award made and filed by the appeals board or a workers' compensation judge under any provision contained in this division, may petition the appeals board for reconsideration in respect to any matters determined or covered by the final order, decision, or award, and specified in the petition for reconsideration.

Here, the OACR is a final order subject to reconsideration. However, the only parties to the C&R agreement were applicant and defendant City of Hope. While the OACR constitutes a final order with respect to applicant and defendant City of Hope, Petitioner was not a party to the C&R. Thus it is not bound by it, cannot challenge it, and is not aggrieved by the OACR. (Lab. Code, § 5900(a).)

Similarly, the Stipulated Award is a final order subject to reconsideration. However, the only parties to the Stipulations with Request for Award were applicant and defendant City of Hope. While the Stipulated Award constitutes a final order with respect to applicant and defendant City of Hope, Petitioner was not a party to the Stipulations with Request for Award. Because Petitioner was not a party to the Stipulations with Request for Award, it is not bound by it, cannot challenge it, and is not aggrieved by the Stipulated Award. (Lab. Code, § 5900(a).)

Since the Petitioner here is not “aggrieved directly or indirectly” by the OACR or the Stipulated Award, the Petition for Reconsideration is dismissed.

For the foregoing reasons,

IT IS ORDERED that defendant Pomona Valley Hospital Medical Center's Petition for Reconsideration is **DISMISSED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE A. ZALEWSKI, CHAIR

I CONCUR,

/s/ CRAIG L. SNELLINGS, COMMISSIONER

/s/ JOSEPH V. CAPURRO, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

NOVEMBER 24, 2025

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

**ANDREA MORRIS;
PAM BERTINO, guardian ad litem
BENTLEY MORE
ARMSTRONG LAW
HIRSCHL MULLEN
JODIE FILKINS
TAPPIN ASSOCIATES
WAI CONNER
WHEATLEY FIRM**

JB/pm

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