WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

DAVID OLIVAS, *Applicant*

vs.

ECKLES AUTO BODY, INC.; PREFERRED PROFESSIONAL INSURANCE COMPANY, administered by OMAHA NATIONAL UNDERWRITERS, *Defendants*

Adjudication Numbers: ADJ14297412; ADJ14297399
Pomona District Office

OPINION AND ORDER DENYING PETITION FOR RECONSIDERATION

We have considered the allegations of the Petition for Reconsideration and the contents of the Report and the Opinion on Decision of the workers' compensation administrative law judge (WCJ) with respect thereto. Based on our review of the record, and for the reasons stated in the WCJ's Report and the Opinion on Decision, both of which we adopt and incorporate, we will deny reconsideration.

I.

Former Labor Code[1] 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 appeals board.

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

(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 July 30, 2025 and 60 days from the date of transmission is Sunday, September 28, 2025. The next business day that is 60 days from the date of transmission is Monday, September 29, 2025. (See Cal. Code Regs., tit. 8, § 10600(b).)[2] This decision is issued by or on Monday, September 29, 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 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 July 30, 2025, and the case was transmitted to the Appeals Board on July 30, 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 July 30, 2025.

[2] 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.

II.

In the Petition, defendant's non-attorney representative relies heavily on the case of *State Comp. Ins. Fund v. Workers' Comp. Appeals Bd*. (*Dorsett*) (2011) 201 Cal.App.4th 443 [76 Cal.Comp.Cases 1138]. He contends that,

> ". . . an apportionment loophole existed in Labor Code § 4663 which was being exploited by applicant attorneys, was eventually closed by the appellate court. This decision by the judiciary effectively corrected and closed a loophole that had not been considered at the time Labor Code § 4663 was enacted and had previously been relied upon in numerous decisions (citations)."

(Petition, at 6:21-28.)

But here, *Dorsett* does not apply.

We admonish defendant's non-attorney representative Ted Durden and AM Lien Solutions for citing to inapplicable caselaw in what appears to be a blatant and frivolous attempt to mislead the Appeals Board. A reading of the *Dorsett* case makes clear that the Court's focus was on the *plain language* of sections 4663 and 4664, and in construing the *plain meaning* of those sections, the Court concluded that apportionment of permanent disability between applicant's two injuries was appropriate. Mr. Durden's argument with respect to *Dorsett* is at best disingenuous, and is entirely without merit. (See Lab. Code, § 5813; Cal. Code Regs., tit. 8, § 10421; see also Lab. Code, § 4907 [holding non-attorney representatives to "the same professional standard of conduct as attorneys" and authorizing the Appeals Board to suspend or remove a non-attorney representative's right to appear].) We highlight the WCJ's discussion of defendant's non-attorney representative's reliance on *Dorsett*, where he finds,

> "Petitioner's reliance on *Dorsett* to be misplaced in that the Court in *Dorsett* ***explicitly and unambiguously states that 'we [the judiciary] interpret the law; we do not write it.'*** . . . And based on its plain language, the undersigned has interpreted that the provisions within Labor Code section 4603.2(b) are limited to services provided pursuant to Section 4600."

(Report, p. 7, emphasis added.)

Accordingly, we deny the Petition for Reconsideration.

For the foregoing reasons,

IT IS ORDERED that defendant's Petition for Reconsideration of the July 1, 2025 Joint Findings and Award is **DENIED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ CRAIG SNELLINGS, COMMISSIONER

I CONCUR,

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER

/s/ JOSEPH V. CAPURRO, COMMISSIONER

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

SEPTEMBER 29, 2025

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
AM LIEN SOLUTIONS

DLM/oo

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

REPORT AND RECOMMENDATIONS
ON PETITION FOR RECONSIDERATION

I.
INTRODUCTION

1. Applicant's Occupation:	Auto Body Worker
2. Applicant's Age:	57
Dates of Injury:	January 15, 2021 CT September 28, 2020 through February 19, 2021
Parts of Body Injured:	Various denied parts
3. Identity of Petitioner:	Defendant has filed the Petition
Timeliness:	The petition is timely filed on July 17, 2025
Verification:	A verification is attached to the petition
4. Date of service of Findings and Award:	July 1, 2025
5. Date of Transmission to Reconsideration Unit:	July 30, 2025

II
CONTENTIONS

1. That by the Decision, the Appeals Board acted without or in excess of its powers;
2. The evidence does not justify the Joint Findings of Fact;
3. The Findings of Fact do not support the Decision.

III
FACTS

The Applicant, David Olivas, born XXXXXXXXXX, claimed to have sustained a specific injury on January 15, 2021 to his elbows, arms, back, and upper extremities while working for Eckels Auto Body, Inc. as an Auto Body worker in Whittier, CA. The WCAB assigned case number ADJ14297399 for this date of injury. The Applicant further claimed a cumulative trauma injury from September 28, 2020 through February 18, 2021 to his neck, hands, back, shoulders, knees upper extremities, lower extremities, wrists, and lumbar spine

while working in same capacity for Eckels Auto Body, Inc. The WCAB assigned case number ADJ14297412 for this date of injury.

The Applicant settled these claims for via Joint Compromise and Release, which was approved on June 3, 2021. Cost Petitioner Marjorie Martinez (hereinafter "Cost Petitioner") provided interpreting services related to the reading and translation of the Compromise and Release settlement documents on May 19, 2021. On or around October 2, 2023 and November 2, 2023, Cost Petitioner served its bill for this date of service in the amount of $350.00 upon Defendant. Defendant denied liability for this May 19, 2021, citing that the bill for the service was not submitted within 12-months as contemplated under Labor Code section 4603.2(b).

With Cost Petitioner's balance still outstanding, this matter initially proceeded to Trial on November 26, 2024. The parties submitted on the sole issue of whether Labor Code section 4603.2(b) bars payment for Cost Petitioner's interpreting service conducted on May 19, 2021.

The undersigned issued an initial Findings and Order on February 10, 2025, ordering that Cost Petitioner take nothing. However, upon the filing of a Petition for Reconsideration by the Cost Petitioner, the undersigned issued a Joint Order Rescinding Findings and Order After Reconsideration on February 20, 2025. This matter was then resubmitted on May 6, 2025 on the same issue.

After resubmission, the undersigned issued its Findings and Order on July 1, 2025, finding that Labor Code section 4602.3(b) did not apply to the particular service provided by the Cost Petition, that is, an interpreting service for the reading of the Compromise and Release settlement document. Defendant (hereinafter "Petitioner) now seeks reconsideration.

IV
DISCUSSION

Under Labor Code section 5900(a), a Petition for Reconsideration may only be taken from a "final" order, decision, or award. 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) or determines a threshold issue that is fundamental to the claim for benefits (*Maranian v. Workers' Comp. Appeal Bd.* (2000) 81 Cal. App. 4th 1068, 1070.) Pursuant to Labor Code section 5903, any person aggrieved by any final order, decision, or award may petition for reconsideration upon one or more of the following grounds:

(a) That by the order, decision, or award made and filed by the appeals board or the

workers' compensation judge, the appeals board acted without or in excess of its powers.

(b) That the order, decision, or award was procured by fraud.

(c) That the evidence does not justify the findings of fact.

(d) That the petitioner has discovered new evidence material to him or her, which he or she could not, with reasonable diligence, have discovered and produced at the hearing.

(e) That the findings of fact do not support the order, decision, or award.

Petitioner asserts under Labor Code section 5903 that the undersigned acted without or in excess of his powers, that the evidence does not justify the findings of fact, and that the findings of fact do not support the order, decision, or award.

Petitioner does not explain with any specificity as to how the undersigned acted in excess of his powers. Thus, the undersigned now addresses whether the evidence justifies the findings of fact and whether the findings of fact supports the decision issued.

WHETHER LABOR CODE SECTION 4603.2(b) BARS THE PAYMENT FOR COST PETITIONER'S MAY 19, 2021 DATE OF SERVICE

Pursuant to Labor Code section 4603.2(b)(1)(A), a provider of services provided pursuant to Section 4600, including but not limited to interpreters, shall submit its request for payment with an itemization of services provided and the charge for each service, a copy of all reports showing the services performed, the prescription or referral from the primary treating physician if the services were performed by a person other than the primary treating physician, and any evidence of authorization for the services that may have been received. The request for payment with an itemization of services provided and the charge for each service shall be submitted to the employer within 12 months of the date of service or within 12 months of the date of discharge for inpatient facility services. (*Lab. Code*, § 4603.2(b)(1)(B).)

The underlying date of service at issue relates to interpreting services provided during the reading of a Compromise and Release settlement to the Applicant on May 19, 2021. The undersigned found that Labor Code section 4603.2(b), specifically the subsection (b)(1)(A), did not apply to this particular interpreting service. Relying upon the plain language within Labor Code section 4603.2(b)(1)(A), specifically the clause, "A provider of services provided pursuant to Section 4600," the undersigned found that various billing requirements as outlined were only

applicable to services provided in the course of medical treatment. The Petitioner now disputes the undersigned's findings.

The Petitioner's first contention within its Petition for Reconsideration is that Labor Code section 4603.2(b)(1)(A) was drafted with the intention to be inclusive of *any and all* services rendered on behalf of the Applicant; Petitioner suggests that the legislature's usage of the phrase "including, but not limited to" expands its reach to all services rendered, including those outside of the purview of Labor Code section 4600. However, the section as written does not support this conclusion. Petitioner completely ignores the language immediately preceding, which was mentioned above: "A provider of services provided pursuant to Section 4600…" Petitioner's interpretation of Labor Code section 4603.2(b) would essentially give this initial clause no meaning.

Petitioner relies upon the fact that Labor Code section 4603.2(b) explicitly considers copy services, a service that Petitioner argues is typically viewed by the community as a cost-related service, seemingly distinguishable from a medical treatment-related service.[3] It follows that if copy services (as a cost) are included within the purview Labor Code section 4603.2(b)(1)(A), then the cost interpreting services provided during the reading of a Compromise and Release settlement should similarly be included. However, copy services are not exclusively categorized as a "cost" as Petitioner would argue; this is acknowledged within the Labor Code. Language within Labor Code section 5307.9, which discusses copy services in the context of a fee schedule, explicitly references that copy services may be claimed under the authority of Labor Code sections *4600*, 5620, or 5811. (*Emphasis added*). Accordingly, the Labor Code has explicitly endorses that some copy services can be rendered within the context of Labor Code section 4600. Accordingly, Petitioner's argument that Labor Code section 4603.2(b) also applies to "cost-related services" is not persuasive.

Additionally, Petitioner asserts that the California Workers' Compensation system is rife with statutes of limitations governing *every aspect* of Workers' Compensation. (*Emphasis added*.) Petitioner cites Labor Code sections 5903, 5909, 5502(d)(3), 4625, and 4603.2(b) as examples. Petitioner seems to suggest that because *every aspect* of California Workers' Compensation system is subject to some form of statute of limitations, it is the legislature's intention to have established

[3] However, Petitioner does not identify whether copy services are considered costs under Labor Code section 5811 or Labor Code section 4620 and 4622.

timeframes within which participants can be governed, bound, and constrained. However, the Court takes umbrage with Petitioner's statement that there are statutes of limitations that govern *every aspect* of Workers' Compensation; this is simply not true. There are no time restrictions for a Defendant seeking the dismissal of a lien claim under California Code of Regulations section 10888. There are no time restrictions for a Defendant seeking dismissal of an inactive case under California Code of Regulations section 10550. While an Employer has a limited timeframe to *object* to a venue site under Labor Code section 5501.5(c), a party who seeks a *change* of venue under Labor Code section 5501.6 is not encumbered by any such time restrictions. Any request for sanctions under Labor Code section 5813 is not subject to any statute of limitations and can even be made upon the Board's motion seemingly at any time it appears appropriate. A request for an Order Compelling Applicant's Attendance at a Medical Examination is not restrained by any filing deadlines. An Applicant attorney's request for attorney fee under Labor Code section 5710 likewise is not subject to any statute of limitations.[4] And germane to the issue in this case, a Petition for Costs under California Code of Regulations section 10545 does not have an explicit statute of limitations.

Thus, the Court is not convinced that there are statute of limitations provisions that govern *every aspect* of Workers' Compensation as Petitioner would suggest. And even if there is an overarching legislative policy to have established timeframes that bind and constrain the way participants practice within the Workers' Compensation system, this Court cannot arbitrarily choose the timeframes of which certain actions need to be taken, whether it be 30-days, 12-months, 1-year, 5-years, etc. The Petitioner maintains that 12- months is a reasonable standard when it comes to statute of limitations. Why not 18-months? Or 24-months? The Petitioner fails to provide any justification as to why this "reasonableness standard" should be applied; and the undersigned is not prepared to arbitrarily decide what deadlines to apply for certain actions within the California Workers' Compensation system.

While some aspects of Workers' Compensation do not have explicit statutes of limitations, a party is not entirely without recourse when it comes to actions that one perceived to be untimely or delayed. Beyond statutes of limitations, the common law doctrine of laches generally prevents

[4] California Code of Regulations section 10547 establishes some conditions precedent that must be met before the filing of a Petition for Attorney Fees under Labor Code section 5710. However, there are no explicit language suggesting a statute of limitations for the filing of the same.

a party, such as the Cost Petitioner, from seeking relief due to an unreasonable delay in asserting its claims. However, the doctrine of laches was not raised by the Petitioner at the time of Trial or when it issued its EORs. Nonetheless, Petitioner now asserts in its Petition for Reconsideration that it was deprived of its right to timely receive and address billing for the service for which they could ultimately be found liable, an argument seemingly resembling laches. However, Petitioner has failed to show how receiving Cost Petitioner's bill beyond their desired 12- month reasonableness standard prejudiced their ability to defend against the service provided. In fact, the Petitioner knew or should have known that the interpreting service at issue was conducted as it was necessary for the full execution of the Compromise and Release settlement document of which the Petitioner also participated in to its benefit.

Lastly, the Petitioner asserts that the Cost Petitioner will be allowed to exploit a "potential statutory loophole" if it is found that the interpreting service at issue does not fall under the purview of Labor Code section 4603.2(b). Petitioner further indicates that it is the Court's responsibility to close this legal loophole, citing *State of Compensation Insurance Fund v. WCAB (Dorsett)* (2011) 72 Cal. Comp. Cases 1138. It is unclear what Petitioner is characterizing as a "potential statutory loophole" in this case. But the undersigned finds Petitioner's reliance on *Dorsett* to be misplaced in that the Court in *Dorsett* explicitly and unambiguously states that "we [the judiciary] interpret the law; we do not write it." And in *Dorsett*, the Court went great lengths in interpreting Labor Code section 4663 as it relates to the issue of apportionment given the changes post-SB899. Here, the undersigned can only provide its interpretation of Labor Code section 4603.2(b). And based on its plain language, the undersigned has interpreted that the provisions within Labor Code section 4603.2(b) are limited to services provided pursuant to Section 4600.

V
RECOMMENDATION

For the reasons stated above, it is respectfully recommended that the Defendant's Petition for Reconsideration be denied.

DATE: July 30, 2025

JASON L. BUSCAINO
WORKERS' COMPENSATION JUDGE

OPINION ON DECISION

The Applicant, David Olivas, born XXXXXXXXXX, claimed to have sustained a specific injury on January 15, 2021 to his elbows, arms, back, and upper extremities while working for Eckles Auto Body, Inc. as an Auto Body worker in Whittier, CA. The WCAB assigned case number ADJ14297399 for this date of injury. The Applicant further claimed a cumulative trauma injury from September 28, 2020 through February 18, 2021 to his neck, hands, back, shoulders, knees upper extremities, lower extremities, wrists, and lumbar spine while working in the same capacity for Eckles Auto Body, Inc. The WCAB assigned case number ADJ14297412 for this date of injury.

The Applicant ultimately resolved his alleged injuries via Joint Compromise and Release, which was approved on June 3, 2021. As the Applicant required Spanish interpreting services, Spanish-language interpreter Ms. Marjorie Martinez (hereinafter "Cost Petitioner") rendered interpreting services for the reading of the Compromise and Release on May 19, 2021. Cost Petitioner billed the Defendant $350.00 for these services, the bill of which Cost Petitioner caused to serve on the Defendant on at least October 2, 2023 and November 2, 2023. (Cost Petitioner's Exhibits 1 and 2.) Defendant did not issue payment to Cost Petitioner for the interpreting service provided on May 19, 2021, citing various reasons for non-payment including, but not limited to, Cost Petitioner's untimely submission of the bill. (Defendant's Exhibit A and B.)

As the date of service remain unresolved, the parties proceeded to Trial on November 26, 2024. The parties submitted on the sole issue of whether Labor Code section 4603.2(b) bars payment for Cost Petitioner's interpreting service conducted on May 19, 2021.

The undersigned WCJ issued a Findings and Order on February 10, 2025, ordering that Cost Petitioner take nothing. However, upon the filing of a Petition for Reconsideration, the undersigned WCJ issued a Joint Order Rescinding Findings and Order After Reconsideration on February 20, 2025.

The parties reconvened for another Trial on May 6, 2025. With the parties unable to resolve the issue informally, the matter was resubmitted without any changes to the stipulations or issues.

ISSUES

WHETHER LABOR CODE SECTION 4603.2(b) BARS THE PAYMENT FOR COST PETITIONER'S MAY 19, 2021 DATE OF SERVICE

Pursuant to Labor Code section 4603.2(b)(1)(A), a provider of services provided pursuant to Section 4600, including but not limited to interpreters, shall submit its request for payment with an itemization of services provided and the charge for each service, a copy of all reports showing the services performed, the prescription or referral from the primary treating physician if the services were performed by a person other than the primary treating physician, and any evidence of authorization for the services that may have been received. The request for payment with an itemization of services provided and the charge for each service shall be submitted to the employer within 12 months of the date of service or within 12 months of the date of discharge for inpatient facility services. (*Lab. Code*, § 4603.2(b)(1)(B).)

Here, the Defendant asserts that the Cost Petitioner was required to submit its request for payment, or its bill, within 12 months of the May 19, 2021 date of service pursuant to Labor Code section 4603.2(b)(1)(A) and (B), and that Cost Petitioner's failure to do so bars its recovery. Cost Petitioner asserts that Labor Code section 4603.2(b) is not applicable to this type of interpreting service, that is, the interpreting a Compromise and Release settlement document to the Applicant.

A close scrutiny of Labor Code section 4603.2 or other contrasting code sections suggests that the legislature intended to create a distinction based upon the type or category of service provided. As to Labor Code section 4603.2, specifically subsection (b)(1)(A), the legislature's use of the language "services provided *pursuant to Section 4600*" suggests that this section is limited to medical treatment-related services, including interpreting services provided in the course of medical treatment. (*Emphasis added*.) The application of Labor Code section 4603.2 to medical treatment is evident in the requirement that the bill be accompanied with the corresponding reports, prescription/referral from the primary treating physician, and any evidence of authorization for the services. This is further reinforced by the findings in *Meadowbrook Ins. Co. v. Workers' Comp. Appeals Bd.* (2019) 84 Cal. Comp. Cases 1033. The Court in *Meadowbrook* noted that Labor Code section 4603.2, though discussed in the context of subsection (e) relating to second bill reviews, applied to services related to medical treatment. And for services falling under Labor Code section 4603.2, there is an unambiguous requirement that a provider's bill be submitted to

the Defendant within 12 months of the service.

The legislature took steps to distinguish charges for a medical treatment service from a medical-legal expense. Completely separate from Labor Code section 4603.2, medical-legal expenses are defined under Labor Code section 4620 and the extent of employer's liability for the same are enumerated under Labor Code section 4622. Similar to Labor Code section 4603.2(b)(1)(A), Labor Code section 4625 provides for the same 12-month period from the date of service for a medical-legal provider to submit its bill. Despite this similarity, the legislature took steps to distinguish medical treatment services from medical-legal expenses by codifying them in separation sections of the Labor Code.

Here, there appears to be a universal agreement that the service provided by the Petitioner was not conducted during the course of medical treatment. And using the definition of medical-legal provided under Labor Code section 4620, it appears clear that the service provided by the Petitioner was not conducted for the purpose of proving or disproving a contested claim. There has been no showing or contention by any of the parties in this case that the interpreting service provided here can be categorized as medical-legal.

Not surprisingly, the legislature, by and through the promulgation of the California Code of Regulations, carved out yet another distinction: a cost for interpreting for services other than those rendered at a medical treatment appointment or medical-legal examination. (*Cal. Code of Regs.*, § 10545(a)(3).) This regulation section explicitly allows for a different avenue for interpreters to seek reimbursement for services that fall outside of the medical treatment and medical-legal contexts, which is through a Petition for Costs. And unlike Labor Code sections 4603.2(b)(1)(B) and 4625, there is no explicit requirement that the Petitioner serve a request for payment with itemization of services within 12 months of the date of service.[5] Instead, California Code of Regulations section 10545 merely requires that the Petition include a statement indicating the name(s) of any interpreters(s) who performed the services and a statement indicating that the services were actually performed, among other things. In fact, the only timeliness requirement within California Code of Regulations section 10545 relate to the timeframe for filing the Petition for Costs, which is that the Petition cannot be filed until at least 60 days after a written demand

[5] This would also signify that costs related to the interpreting of a Compromise and Release would not be subject to the penalties and interests provisions established in Labor Code sections 4603.2(b)(2) or 4622(a)(1). However, sanctions and reasonable costs may be imposed for untimely payment if the Defendant is found to have acted in bad faith. Whether Defendant acted in bad faith was not an issue raised in by the parties.

under subsection (e), likely to encourage parties to meet and confer to attempt informal resolution.

Thus, the legislature has taken strides to create a distinction in the processes involved in seeking reimbursement for interpreting services between services provided in the medical treatment context, services provided in the medical-legal context, and services that fall outside of the two aforementioned categories. If the legislature had intended to impose the 12-month billing requirement as contemplated under Labor Code sections 4603.2(b)(1)(B) and 4625 to services outside of the medical treatment context or medical-legal context, then it would have explicitly enumerated this requirement this into Labor Code section 5811, California Code of Regulations section 10545, or other applicable Labor Code or regulation section. Or in the alternative, the legislature would have explicitly included the type of the interpreting service provided by Petitioner within the context of Labor Code sections 4603.2 and/or 4622.

Accordingly, because the service provided by Petitioner, that is, the interpreting of a Compromise and Release settlement document, was not done within the context of medical Thus, the legislature has taken strides to create a distinction in the processes involved in seeking reimbursement for interpreting services between services provided in the medical treatment context, services provided in the medical-legal context, and services that fall outside of the two aforementioned categories. If the legislature had intended to impose the 12-month billing requirement as contemplated under Labor Code sections 4603.2(b)(1)(B) and 4625 to services outside of the medical treatment context or medical-legal context, then it would have explicitly enumerated this requirement this into Labor Code section 5811, California Code of Regulations section 10545, or other applicable Labor Code or regulation section. Or in the alternative, the legislature would have explicitly included the type of the interpreting service provided by Petitioner within the context of Labor Code sections 4603.2 and/or 4622.

Accordingly, because the service provided by Petitioner, that is, the interpreting of a Compromise and Release settlement document, was not done within the context of medical treatment, Labor Code section 4603.2 cannot be properly used by the Defendant as basis of deny the charge.

DATE: July 1, 2025

JASON L. BUSCANO
WORKERS' COMPENSATION JUDGE