

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

ZACHARY BAZILIUS, *Applicant*

vs.

**CITY OF TORRANCE,
permissibly self-insured, *Defendants***

**Adjudication Numbers: ADJ7688671; ADJ8112129
Van Nuys District Office**

**OPINION AND DECISION
AFTER RECONSIDERATION**

We previously granted reconsideration¹ in order to allow us time to further study the factual and legal issues in this case. We now issue our Opinion and Decision After Reconsideration.

Applicant and defendant each seek reconsideration of the Findings and Order (F&O), issued by the workers' compensation administrative law judge (WCJ) in case number ADJ7688671 on August 16, 2019, wherein the WCJ found in pertinent part that 1) defendant violated Labor Code section² 4553; 2) the serious and willful claim was previously settled as part of a civil settlement; and 3) due to the prior settlement, the WCAB has no jurisdiction to award increased compensation pursuant to section 4553.

Applicant contends that a settlement in an unrelated civil case does not deprive the WCAB of jurisdiction to award benefits pursuant to section 4553.

Defendant contends that applicant did not meet his burden of proof that defendant's conduct constituted a serious and willful violation pursuant to section 4553.

The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report) recommending that both Petitions be denied.

We have considered the allegations in the Petitions, the Answer, and the contents of the Report with respect thereto.

¹ Commissioner Lowe, who was previously a panelist in this matter, no longer serves on the Appeals Board. Another panelist has been assigned in her place.

² All further statutory references are to the Labor Code, unless otherwise noted.

Based on our review of the record, and as discussed herein, we will rescind the Findings and Order and substitute a new Findings that 1) the WCAB has exclusive jurisdiction to adjudicate claims under section 4553, 2) as a matter of law, defendant could not have settled a claim for increased compensation under section 4553 by way of a civil settlement, and 3) the issue of whether defendant's conduct constituted a serious and willful violation pursuant to section 4553 is deferred; and we will return the matter to the WCJ for further proceedings consistent with this decision.

BACKGROUND

We will briefly review the relevant facts.

In case number ADJ7688671, applicant claimed injury to his back, 880 body SMS, urological system, teeth, knees, neck, left elbow, sleep disorder, high blood pressure, gastrointestinal system, and circulatory system while employed by defendant as a police officer on July 12, 2010. The claim is admitted (as to applicant's back).

In case number ADJ8112129, applicant claimed injury to his back, neck, knees, sleep disorder, and circulatory system while employed by defendant as a police officer, during the period from June 4, 2001 to September 6, 2011.

On April 4, 2011, applicant filed a petition for increased benefits pursuant to section 4553 in case number ADJ7688671, alleging the employer's serious and willful misconduct.

On or about December 24, 2013, applicant reached a settlement in a civil case filed in Los Angeles County Superior Court, which states in relevant part that:

FULL, FINAL, AND COMPLETE SETTLEMENT AND RELEASE OF ALL CLAIMS

ZACHARY BAZILIUS, ("Plaintiff") hereby executes this Full, Final, and Complete Settlement and Release of All Claims ("Agreement") in favor of the CITY OF TORRANCE (hereinafter. the "City"), MARTIN MCGEE ("McGee"), and the City and McGee's respective predecessors, successors, subsidiaries, assigns, officers, agents, servants, employees and attorneys, including but not limited to Rutan & Tucker, LLP, and any of their attorneys' agents, servants, employees, officers, directors, subsidiaries, and successors (collectively with the City and McGee, the "Releasee(s)").

RECITALS

I. WHEREFORE, Plaintiff alleges that, (1) on or about July 12, 2010, the Releasees tortiously harmed him by, *inter alia*, committing an assault, battery, and violations of various statutes, resulting in permanent injuries to Plaintiff, and (2) on September 6, 2011, Plaintiff suffered additional injuries and/or exacerbated his existing injuries when he fell (allegedly as result of his original injuries) while at the City. In this Agreement, these events on July 12, 2010 and September 6, 2011, and all resulting and related injuries and occurrences, are referred to collectively as the "Occurrence."

II. WHEREFORE, on or about July 19, 2011, Plaintiff commenced a civil action against Releasees in the Los Angeles County Superior Court of California, Case No. BC465060 (the "Lawsuit"), seeking to recover damages for personal injury allegedly suffered as a result of the Occurrence.

III. WHEREFORE, Plaintiff and Releasees desire to fully compromise and settle all disputes between them, including all issues and claims (**EXCEPT WORKERS COMPENSATION CLAIM(S)**) relating to or arising out of the Occurrence and/or the Lawsuit, or that have or could have been raised in the Lawsuit at any time.

AGREEMENT

4. Release and Covenant Not to Sue Releasees. Plaintiff hereby releases each and all of the Releasees (including but not limited to the City and McGee) from any and all claims and/or liability (**EXCEPT WORKERS COMPENSATION CLAIM(S)**) arising from or related to any and all of the acts or omissions that allegedly were made by any or all of the Releasees (including but not limited to the City and McGee) during the Occurrence, or on the date(s) thereof, including releasing all claims for liability as alleged in Plaintiff's operative complaint in the Lawsuit or otherwise associated therewith. Plaintiff covenants and agrees to never (1) sue, institute, cause to institute, assist in instituting, or permit to be instituted any proceeding in any court or any claim, complaint, or similar proceeding, against Releasees (including but not limited to the City and McGee), their respective officers, agents, servants, employees, or their respective predecessors, successors, subsidiaries, parents, assigns, or attorneys, or (2) charge any of them with any liability for, or in any other way complain of their conduct based on or on account of any claims, controversies, actions, causes of action, demands, or liabilities of any nature whatsoever that are covered by this Agreement, other than in an action to enforce this Agreement. Plaintiff further covenants and agrees to defend, indemnify, and hold harmless Releasees (including but not limited to the City and McGee) from all costs, liabilities, expenses, and attorneys' fees incurred by said Releasees in defending against or prosecuting any claim, suit, or judgment by reason of the failure of

Plaintiff to comply with this paragraph.

5. Warranty of No Assignments. Plaintiff warrants and represents that:

(b) Plaintiff agrees that all medical aid, hospital services, doctor services, psychiatric or psychological services, psychotherapist services, chiropractic services, nursing, drugs, property damage, attorneys' fees or liens, and/or any and all government benefits, including but not limited to Social Security Disability, Supplemental Security Income, Medicare, Medicaid, and/or Medi-Cal, as well as any medical and hospital liens, past, present, and future, arising from the Occurrence have been or will be satisfied by Plaintiff, and further agrees to indemnify, hold harmless, and defend Releasees (including but not limited to the City and McGee), and their parents, affiliates, successors, and assigns, from any and all such claims, demands, actions, and causes of action, of any nature or character, which may have been or may hereafter be asserted against said Releasees by any person, insurer, firm, company, corporation, and/or agency asserting the above referenced claims, liens, or interests. The indemnity in this section shall include, but not be limited to, any health care provider liens, insurance company liens or subrogation rights, governmental or non-governmental liens, amounts paid to or on behalf of Medicare, Medicaid, Medi-Cal or any governmental program or agency, as well as any legislation providing for the imposition of a lien in favor of a hospital or medical practitioner, or any other class of benefits paid to or payable to Plaintiff as a result or consequence of the Occurrence. Plaintiff further agrees to indemnify and hold harmless Releasees (including but not limited to the City and McGee) for any loss of Medicare, Medicaid, and/or Medi-Cal benefits or for any recovery, including past, present, or future conditional payments, that the Centers for Medicare, Medicaid and Medi-Cal Services, the Medicare Secondary Payer Recovery Contractor, and/or any other of Medicare's, Medicaid's, or MediCal's intermediaries, may pursue as a result of the Occurrence. Notwithstanding the foregoing, Plaintiff does not, by virtue of this Agreement, waive any right to pursue medical benefits in his separate Workers' Compensation Action. In addition, nothing in this Agreement shall be interpreted as a waiver of any right by Plaintiff to receive disability retirement payments from CalPERS.

(c) Plaintiff is the sole and absolute legal and equitable owner of all the claims relating to the Occurrence and/or the Lawsuit;

7. Waiver of Unknown Claims. Without limiting this Agreement, Plaintiff understands and agrees that, by executing this Agreement, Plaintiff waives any

rights, statutory or otherwise, to any claims against the Releasees (including but not limited to the City and McGee) that are not now known or expected to exist in Plaintiffs favor at the time of execution. Plaintiff understands that the Civil Code of the State of California, Sec. 1542, provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Plaintiff EXPRESSLY WAIVES ALL RIGHTS under the aforesaid statute.

8. Release of All Persons and Companies. For Plaintiff and Plaintiff's successors and assignees, Plaintiff hereby releases and discharges the CITY OF TORRANCE and MARTIN MCGEE, and each and all of the Releasees' predecessors, successors, subsidiaries, assigns, officers, agents, servants, employees, and attorneys from any and all liabilities, obligations, claims, actions, causes of action, and demands of any kind or nature (**EXCEPT WORKERS COMPENSATION CLAIM(S)**) that have accrued as of the date of this Agreement, whether known or unknown, that Plaintiff, or his successors or assigns had, now have, or may have against Releasees or their predecessors, successors, officers, servants, employees, agents, attorneys, or assigns, whether any such claims or matters were or might have been asserted in the Lawsuit, including, but not limited to, those arising out of, based on, or in any way connected with the Occurrence and injuries to Plaintiff on or about July 12, 2010 and/or September 6, 2011, and any damages resulting therefrom.
9. No Other Inducements: Plaintiff further declares and represents that no promise, inducement, or agreement not herein expressed has been made to him, that this Agreement contains the entire agreement between the parties, and that the terms of this Agreement are contractual and not a mere recital.

The terms and conditions of this Agreement shall constitute the entire agreement in compromise and settlement of the Lawsuit and the Occurrence as to Releasees (including but not limited to the City and McGee) and any other claims and matters that Plaintiff could have asserted against Releasees in the Lawsuit.

On January 28, 2016, trial commenced on the case in chief. The WCJ ordered that case no. ADJ8112129 be dismissed pursuant to the stipulation of the parties. (Minutes of Hearing / Order of Dismissal, January 28, 2016, p. 2.)

On March 30, 2016, a Findings and Award (2016 Findings and Award) issued. On April 20, 2016, defendant sought reconsideration (2016 Petition) of the 2016 Findings and Award. On June 14, 2016, we granted defendant's 2016 Petition and amended the 2016 Findings and Award to correct a clerical error (Findings of Fact 1, 9) and amend the rate of reimbursement to CLEA (Finding of Fact 6). In all other respects, the 2016 Findings and Award was affirmed. As relevant herein, the final 2016 Findings and Award found that applicant, while employed on July 12, 2010 as a police officer by the City of Torrance, sustained injury arising out of and in the course of employment to his back, neck, circulatory system, heart, gastrointestinal system, sleep disorder, urological system and teeth, and that applicant's injury caused 78% permanent disability. Defendant filed a petition for a writ of review with the Court of Appeal, which was denied on September 20, 2016.

On March 27, 2019, the matter proceeded to trial on the following issues:

1. A Serious and willful violation with regards to this date of injury.
2. Attorney's fees.
3. The equitable lien for reasonable attorney's fees of Adams Ferrone for filing the serious and willful document.

(MOH/SOE, March 27, 2019 trial, p. 2.)

Applicant testified at trial on March 27, 2019 and July 23, 2019. (March 27, 2019 MOH/SOE, pp. 5-9; July 23, 2019 MOH/SOE, pp. 2-4.) Witnesses Sergeant Martin McGee and Sergeant Gregory Dukeman also testified on July 23, 2019. (MOH/SOE, July 23, 2019 trial, pp. 4-6, 7-10.)

DISCUSSION

I.

The question of jurisdiction was not an issue framed for trial, however, as the WCJ raised it, we will begin with the issue of jurisdiction. The Appeals Board has exclusive jurisdiction to adjudicate workers' compensation disputes pursuant to the California Constitution and section 5300. (Cal. Const. Art. XIV, § 4; Lab. Code, § 5300.)

Article XIV, Section 4, of the California Constitution, provides in pertinent part that:

The Legislature is hereby expressly vested with plenary power, unlimited by any provision of this Constitution, to create, and enforce a complete system of workers' compensation, by appropriate legislation, and in that behalf to create and enforce a liability on the part of any or all persons to compensate any or all

of their workers for injury or disability, and their dependents for death incurred or sustained by the said workers in the course of their employment, irrespective of the fault of any party ...

* * *

The Legislature is vested with plenary powers, to provide for the settlement of any disputes arising under such legislation by arbitration, or by an industrial accident commission, by the courts, or by either, any, or all of these agencies, either separately or in combination, and may fix and control the method and manner of trial of any such dispute, the rules of evidence and the manner of review of decisions rendered by the tribunal or tribunals designated by it; provided, that all decisions of any such tribunal shall be subject to review by the appellate courts of this State.

* * *

Nothing contained herein shall be taken or construed to impair or render ineffectual in any measure the creation and existence of the industrial accident commission of this State or the state compensation insurance fund, the creation and existence of which, with all the functions vested in them, are hereby ratified and confirmed.

(Cal. Const. Art. XIV, § 4.)

Under this constitutional grant of plenary power to the Legislature, the California Workers' Compensation Act was enacted to establish a complete and exclusive system of workers' compensation including "full provision for vesting power, authority and jurisdiction in an administrative body with all the requisite governmental functions to determine any dispute or matter arising under such legislation, to the end that the administration of such legislation shall accomplish substantial justice in all cases expeditiously, inexpensively, and without incumbrance of any character; all of which matters are expressly declared to be the social public policy of this State, binding upon all departments of the State government. ..." (Cal. Const., Art. XIV, § 4; Lab. Code, §§ 3200, et seq.; see *Johnson v. Workers' Comp. Appeals Bd.* (1984) 37 Cal.3d 235, 240 [49 Cal.Comp.Cases 716]; *Crawford v. Workers' Comp. Appeals Bd.* (1989) 213 Cal.App.3d 156, 163 [54 Cal.Comp.Cases 198]; *Graczyk v. Workers' Comp. Appeals Bd.* (1986) 184 Cal.App.3d 997, 1002 [51 Cal.Comp.Cases 408].)

The 'exclusivity rule' is based upon a presumed compensation bargain: the employer assumes liability for industrial personal injury or death without regard to fault in exchange for

limitations on the amount of that liability. The employee is afforded relatively swift and certain payment of benefits to cure or relieve the effects of industrial injury without having to prove fault but, in exchange, gives up the wider range of damages potentially available in tort. (*Shoemaker v. Myers* (1990) 52 Cal.3d 1, 16 [55 Cal.Comp.Cases 494]; *Jones v. Regents of Univ. of Cal.* (2023) 97 Cal.App.5th 502, 507-508 [88 Cal.Comp.Cases 1053], quoting *LeFiell Manufacturing Co. v. Superior Court* (2012) 55 Cal.4th 275, 279 [77 Cal.Comp.Cases 700].)

Here, it is undisputed that applicant sustained injury arising out of and in the course of employment (AOE/COE) and that the WCAB had jurisdiction to award benefits. The issue is whether the WCAB has exclusive jurisdiction to adjudicate a claim for increased compensation pursuant to section 4553. Since section 4553 falls under Division 4, and the issue is whether applicant is entitled to an increase of benefits that have been awarded under Division 4, it is clear that any claims under section 4553 must be adjudicated before the WCAB. In sum, the WCAB retains jurisdiction to adjudicate disputes related to applicant's workers' compensation claims, including whether applicant is entitled to increased compensation pursuant to section 4553.

Turning to the issue of whether the civil release settled applicant's claim for increased benefits pursuant to section 4553, it did not.

Pursuant to section 5001, no release of liability or compromise agreement is valid unless it is approved by the WCJ. (Lab. Code, § 5001.) Where the parties seek to settle both a civil action and a related worker's compensation claim at a superior court settlement conference, the civil settlement must be conditional upon WCAB approval. (*Steller v. Sears, Roebuck & Co.* (2010) 189 Cal. App. 4th 175, 181 [75 Cal.Comp.Cases 1146].)

There is a "significant difference in legal effect between a release of tort liability and a release of [workers'] compensation liability. A tort release is effective upon execution, but a compromise and release of [workers'] compensation liability is invalid until approved by the [] Appeals Board. [Citations.] ... These safeguards against improvident releases place a [workers'] compensation release upon a higher plane than a private contractual release" (*Steller, supra*, at 181, quoting *Johnson v. Workmen's Comp. App. Bd.* (1970) 2 Cal.3d 964, 973 [35 Cal.Comp.Cases 362].)

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. (Yount)* (1982) 134

Cal.App.3d 929, 935 [47 Cal.Comp.Cases 832].) 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 plain language of a contract is the first step in determining the intent of the parties. (Civ. Code, §§ 1638, 1639.) 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. (Civ. Code, § 1644.)

The parties' intention should be ascertained, if possible, from the writing alone and, if an absurdity is not involved, the clear language of the contract governs its interpretation. (Civ. Code, §§ 1636, 1638, 1639; *TRB Investments, Inc. v. Fireman's Fund Ins. Co.* (2006) 40 Cal.4th 19, 27; *County of San Joaquin v. Workers' Compensation Appeals Bd. (Sepulveda)* (2004) 117 Cal.App.4th 1180, 1184 [69 Cal.Comp.Cases 193].)

Here, while applicant does have an award of benefits under the 2016 Findings and Award, there is no order adjudicating applicant's claim for increased benefits under section 4553. More importantly with respect to whether there was an enforceable settlement agreement before the WCAB, no order approving a final settlement of applicant's workers' compensation case was ever sought at the WCAB, and the Civil Release was never presented to a WCJ for approval. Only a WCJ can approve a settlement, and the Civil Release is not enforceable before the WCAB.

Further, the clear language of the Civil Release explicitly states that the parties did not intend to settle applicant's workers' compensation case as part of the settlement in the civil case. (Exhibit KK, p. 1, ¶ 3 [WHEREFORE, Plaintiff and releasees desire to fully compromise and settle all disputes ... except WORKERS' COMPENSATION(S)].) Thus, the Civil Release did not and could not resolve any claims that applicant may have before the WCAB, including any claim for increased compensation.

II.

"Labor Code section 3202 requires the courts to view the Workers' Compensation Act from the standpoint of the injured worker, with the objective of securing the maximum benefits to which he or she is entitled." (*Rubalcava v. Workers' Comp. Appeals Bd.* (1990) 220 Cal.App.3d

901, 910 [55 Cal.Comp.Cases 196]; *Dennis v. State of California* (2020) 85 Cal.Comp.Cases 389, 406.)

“Compensation” is specifically defined in section 3207:

“Compensation” means compensation under this division and includes every benefit or payment conferred by this division upon an injured employee, or in the event of his or her death, upon his or her dependents, without regard to negligence.

(Lab. Code, § 3207.)

The reference to “division” refers to Division 4 of the Labor Code, which includes sections 3200 to 6002. (Lab. Code, §§ 3207, 4553.) In *Ferguson v. Workers’ Comp. Appeals Bd.* (1995) 33 Cal.App.4th 1613, the Court of Appeal held that an award for increased compensation due to the serious and willful misconduct of an employer under section 4553 must be calculated with reference to “every benefit or payment conferred by Division 4 upon an injured employee,” as broadly defined in section 3207 to include medical treatment payments, medical-legal fees and vocational rehabilitation costs, as well as all indemnity benefit payments. (*Ferguson v. Workers’ Comp. Appeals Bd.* (1995) 33 Cal.App.4th 1613, 1621 [60 Cal.Comp.Cases 275].)

The Court also stated:

Because conventional workers’ compensation benefits do not fully compensate an employee for his or her injuries and other detriment, the increase allowed under section 4553 may only provide full or more nearly full compensation than would be available in the absence of the employer’s serious and willful misconduct.

(*Id.*, at 1622.)

Considering the differing remedies available in the workers’ compensation system versus a civil action, the California Supreme Court has identified “a tripartite system” for classifying injuries arising in the course of employment:

First, there are injuries caused by employer negligence or without employer fault that are compensated at the normal rate under the workers’ compensation system. Second, **there are injuries caused by ordinary employer conduct that intentionally, knowingly or recklessly harms an employee, for which the employee may be entitled to extra compensation under section 4553.** Third, there are certain types of intentional employer conduct which bring the employer beyond the boundaries of the compensation bargain, for which a civil action may be brought.

(*Fermino v. Fedco, Inc.* (1994) 7 Cal.4th 701, 713-714 [59 Cal.Comp.Cases 296], emphasis added.)

Thus, section 4553's location in Division 4 and the broad language of section 3207 leaves no doubt that "compensation" includes increased compensation for serious and willful conduct pursuant to section 4553. (Lab. Code, §§ 3207, 4553; *Ferguson, supra*, at 1619.)

As discussed above, the WCJ unquestionably has jurisdiction to issue and calculate a serious and willful award, to the extent that applicant can meet his burden to show that he is entitled to such an award under section 4553. (See Lab. Code, §§ 3201, 5300(a), 5301.) The California Supreme Court discussed "serious and willful misconduct" at length in *Mercer-Fraser Co. v. Industrial Acci. Com.* (1953) 40 Cal.2d 102. "Wilful misconduct ... necessarily involves deliberate, intentional, or wanton conduct in doing or omitting to perform acts, with knowledge or appreciation of the fact, on the part of the culpable person, that danger is likely to result therefrom." (*Mercer-Fraser Co. v. Industrial Acci. Com.* (1953) 40 Cal.2d 102, 117, quoting *Porter v. Hofman* (1938) 12 Cal.2d 445, 447.)

"[T]he 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 v. Lockheed Corporation* (2001) 66 Cal.Comp.Cases 473, 475 (Appeals Bd. en banc).) "Together with the findings, decision, order or award there shall be served upon all the parties to the proceedings a summary of the evidence received and relied upon and the reasons or grounds upon which the determination was made." (Lab. Code, § 5313; see *Hamilton, supra*, at 476.)

"The WCJ is also required to prepare an opinion on decision, setting forth clearly and concisely the reasons for the decision made on each issue, and the evidence relied on." (*Hamilton, supra*, at 476.) "The opinion enables the parties, and the Board if reconsideration is sought, to ascertain the basis for the decision, and makes the right of seeking reconsideration more meaningful." (*Hamilton, supra*, at 476, citing *Evans v. Workmen's Comp. Appeals Bd.* (1968) 68 Cal. 2d 753, 755 [33 Cal.Comp.Cases 350].) For the opinion on decision to be meaningful, the WCJ must refer with specificity to an adequate and completely developed record. (*Hamilton, supra*, at 476.)

The issue of whether applicant was injured by reason of serious and willful misconduct was an issue framed for trial. Although the WCJ found that defendant violated section 4553, we are concerned that the basis for the finding as to section 4553 may not have been adequately fleshed

out in the WCJ's Opinion on Decision and the Report, given the WCJ's determination that he did not have jurisdiction to consider the issue. The Opinion on Decision fails to explain in detail the WCJ's analysis, fails to refer with specificity to the evidentiary record, and contains scant citation to legal authority. Upon return to the trial level, the WCJ can determine whether any further proceedings are appropriate in order to have a complete record.

Accordingly, we rescind the WCJ's Findings and Order; substitute a new Findings that 1) the WCAB has exclusive jurisdiction to adjudicate claims under section 4553, 2) as a matter of law, defendant could not have settled a claim for increased compensation under section 4553 by way of a civil settlement, and 3) the issue of whether defendant's conduct constituted a serious and willful violation pursuant to section 4553 is deferred; and return the matter to the WCJ for further proceedings consistent with this decision.

For the foregoing reasons,

IT IS ORDERED, as the Decision After Reconsideration of the Workers' Compensation Appeals Board, that the Findings and Order issued by the WCJ on August 21, 2019, is **RESCINDED** and the following is **SUBSTITUTED** therefor.

FINDINGS OF FACT

1. The WCAB has exclusive jurisdiction to adjudicate claims under Labor Code section 4553.
2. As a matter of law, the City of Torrance could not have settled a claim for increased compensation under Labor Code section 4553 by way of a civil settlement.
3. The issue of whether defendant, the City of Torrance, violated Labor Code section 4553 is deferred.
4. All other issues are deferred.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

I CONCUR,

/s/ JOSÉ H. RAZO, COMMISSIONER

/s/ KATHERINE ZALEWSKI, CHAIR



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

APRIL 14, 2025

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

**ZACHARY BAZILIUS
LEWIS, MARENSTEIN, WICKE, SHERWIN & LEE
LAW OFFICE OF RYAN SORIANO**

JB/pm

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