

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

GREGG RADER, *Applicant*

vs.

**TICKETMASTER CORPORATION, care of ROBERT MONROE;
STATE COMPENSATION INSURANCE FUND, *Defendants***

**Adjudication Number: ADJ7138762
Van Nuys District Office**

**OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION**

Defendant seeks reconsideration of the January 8, 2026 Opinion and Decision After Reconsideration (ODAR), wherein the Workers' Compensation Appeals Board (WCAB) found in relevant part that it retains the jurisdiction to hear and decide the question of the allocation of attorney's fees in this matter and that the weekly commutation of attorney's fees from applicant's permanent and total disability award extends only until the gross amount of awarded attorney's fees has been satisfied. Thereafter, applicant is entitled to his permanent and total disability weekly rate of \$336.00 without reduction for commuted attorney's fees.

Defendant contends that the WCAB lacks jurisdiction to reverse a Permanent Total Disability (PTD) rate reduction specified in a commutation of applicant attorneys' fees; that the reduction of weekly indemnity benefits specified in applicant's Award cannot be reversed; that an individual applicant's life expectancy cannot be considered in commutations of attorney's fees; and that the decision undermines principles of res judicata and finality of judgements.

We have received an Answer from applicant. Because defendant seeks reconsideration of a decision of the Appeals Board, he WCJ has not prepared a Report and Recommendation on Petition for Reconsideration.

We have considered the Petition for Reconsideration and the Answer, and we have reviewed the record in this matter. As discussed in our ODAR, which we adopt and incorporate, and for the reasons discussed below, we will deny reconsideration.

FACTS

The relevant factual background is set forth in our ODAR as follows:

Applicant sustained industrial injury to the psyche and in the form of emotional stress while employed by Ticketmaster Corporation on November 12, 1992 (ADJ7568718) and from November 12, 1991 to November 12, 1992 (ADJ7138762).

On November 19, 2011, a WCJ approved the parties' Stipulations with Request for Award and awarded 100 percent permanent and total disability. (Award, dated January 19, 2011.) Therein, applicant's attorney requested a fee of \$39,444.71, based on applicant's life expectancy. The WCJ approved the attorney fee request and ordered that the amount of attorney fees be commuted from weekly indemnity payments by uniform weekly reduction. Accordingly, while applicant's nominal weekly permanent disability rate was \$336.00, defendant reduced each payment by \$50.40, yielding a net weekly payment of \$285.60. (Exhibit A, Printout of Benefits, dated February 14, 2024.)

Applicant contends that the amount commuted from his permanent disability award has been fully satisfied, and that his weekly permanent disability indemnity should return to the nominal rate of \$336.00 without reduction for additional attorney fees. Applicant's calculations begin with the gross amount of attorney's fees of \$39,444.71, divided by the weekly commutation amount of \$50.40. Applicant adds the resulting 782.63 weeks to the initial date of payment of June 6, 2008, resulting in the date of June 5, 2023 as "the date when the commutation of attorneys fees stops." (Petition, at p. 3:15.) Applicant further contends that he is entitled to statutory interest per section 5800 on any sums improperly withheld and to penalties pursuant to section 5814 and attorney's fees pursuant to section 5814.5 for defendant's unreasonable delay in the payment of the disputed benefits. (Id. at p. 5:1.)

Defendant's Answer responds that applicant's Award is silent as to the end date of commutation and any inference otherwise is improper. (Answer, at p. 3:15.) SCIF further contends that the WCAB lacks jurisdiction to alter or amend the Award at this juncture pursuant to section 5804. (Id. at p. 4:6.)

The WCJ's Report acknowledges that a certain level of imprecision is inherent to any estimate of life expectancy, and that "the gross amount of the weekly reductions has now exceeded the amount paid out ... But this is ok ... This is what is supposed to happen. One of the two parties inevitably ends up on the financial 'wrong side' of the estimate. Luckily for applicant, in his case, this means he has beaten his projected life expectancy." (Report, at p. 5.) In addition, the WCJ observes that "[p]ursuant to Labor Code § 5804, applicant's attempt to undo the rate reduction at this juncture is many years outside of the permissible

period ... [t]he Court lacks jurisdiction to amend the Award, and so found.”
(*Ibid.*)

(ODAR, at pp. 2-3.)

On January 8, 2026, we issued our ODAR, determining in the first instance that the WCAB retains the jurisdiction to hear and decide this matter. We noted that while Labor Code¹ section 5804 precluded the rescission, alteration, or amendment, of an award more than five years from the date of injury, section 5803 grants the Appeals Board ongoing jurisdiction to enforce its awards, including ancillary proceedings involving commutations and attorney’s fees. (ODAR, at p. 4.) Insofar as the present matter involved the allocation of attorney’s fees from within applicant’s existing award and would not alter or amend the underlying award itself, we concluded that the dispute fell within the Appeals Board’s jurisdiction. With respect to applicant’s assertion that he was entitled to the full measure of his award once the amount of attorney’s fees specified in the award had been withheld, we agreed, noting that the WCJ approving the original award had relied upon the specified amount of attorney’s fees in considering the adequacy of the award. (ODAR, at pp. 7-9.) We also observed that pursuant to section 5100, all commutations including those effectuated for attorney’s fees, must avoid inequity and undue expense or hardship to the applicant. Accordingly, we concluded that the lateral commutation of attorney’s fees from applicant’s award of lifetime benefits was limited to the specified amount of attorney’s fees approved by the WCJ or the Appeals Board in the first instance.

Defendant’s Petition contends that the Appeals Board lacks jurisdiction to decide this issue more than five years from the date of injury pursuant to section 5804. Defendant contends that our decision alters applicant’s prior award by “benefit augmentation” because it adjusts the applicant’s permanent total disability indemnity payments to account for the fact the applicant has lived longer than the average life expectancy. (*Id.* at p. 6:1.) Defendant also contends that once accomplished, a commutation cannot be “reversed,” and in support thereof, cites to the illustrative examples provided in the commutation tables and instructions included under AD Rule 10169.1 (Cal. Code Regs. tit. 8, § 10169.1). (*Id.* at p. 7:21.) Defendant also asserts that our jurisprudence has held that an individual applicant’s life expectancy cannot be considered in commutations of applicant attorneys’ fees, and that our decision is contrary to established public policy regarding the finality of judgments. (*Id.* at p. 12:2.)

¹ All further references are to the Labor Code unless otherwise noted.

Applicant's Answer distinguishes between the commutation of attorney's fees over the entirety of applicant's lifetime and a commutation of a fixed sum originally calculated based on applicant's life expectancy. (Answer, at p. 3:3.) Applicant observes that the "lien for attorney's fees was accommodated through the commutation process ... But it is like any other lien against compensation ... once it is paid off, the Award reverts back to the awarded sum" (*Id.* at p. 3:8.) Because the decision of the WCAB represents a "simple calculation as to the date of the life expectancy [that] is based on the facts in the Award ... the end of the reduction of the permanent total disability award for the purposes of that commutation does not constitute a revision, or modification of the Award." (*Id.* at p. 3:24.)

DISCUSSION

I.

Former section 5909 provided that a petition for reconsideration was deemed denied unless the Appeals Board acted on the petition within 60 days from the date of filing. (Lab. Code, § 5909.) Effective July 2, 2024, section 5909 was amended to state in relevant part that:

- (a) A petition for reconsideration is deemed to have been denied by the appeals board unless it is acted upon within 60 days from the date a trial judge transmits a case to the appeals board.
- (b)
 - (1) When a trial judge transmits a case to the appeals board, the trial judge shall provide notice to the parties of the case and the appeals board.
 - (2) For purposes of paragraph (1), service of the accompanying report, pursuant to subdivision (b) of Section 5900, shall constitute providing notice.

Under section 5909(a), the Appeals Board must act on a petition for reconsideration within 60 days of transmission of the case to the Appeals Board. Transmission is reflected in Events in the Electronic Adjudication Management System (EAMS). Specifically, in Case Events, under Event Description is the phrase "Sent to Recon" and under Additional Information is the phrase "The case is sent to the Recon board."

Here, according to Events, the case was transmitted to the Appeals Board on February 2, 2026, and 60 days from the date of transmission is April 3, 2026. This decision is issued by or on April 3, 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, because the Petition for Reconsideration involves a decision of the Appeals Board, no Report was prepared by the WCJ, and no other notice to the parties of the transmission of the case to the Appeals Board was provided by the district office. Thus, we conclude that the parties were not provided with the notice of transmission required by section 5909(b)(1). While this failure to provide notice does not alter the time for the Appeals Board to act on the petition, we note that as a result the parties did not have notice of the commencement of the 60-day period on February 2, 2026.

II.

The parties entered into Stipulations with Request for Award (Stipulations), and applicant received an Award of permanent and total disability on January 19, 2011. As pertinent herein, the Stipulations and the Award state as follows:

Paragraph 3 of the Stipulations states that applicant's injury caused **100%** permanent disability, to be paid at the rate of **\$336.00** per week. Handwritten on the form is ******* next to the rate. Below, in handwritten language, it states that ***RATE REDUCED TO \$285.60 AFTER COMMUTATION OF ATTY FEES.***

Paragraph 6 states that "Applicant's attorney requests a fee of \$," and handwritten is "**39,444.71.**" The box is checked for "Fees to be commuted as follows," and handwritten is "***to be commuted laterally off the life expectancy - See Attached.***"

In the Attachment it states:

Amount to Commute/Attorney Fee: \$39,444.71
Amount Life Pension Payment is Reduced: \$50.40

On the Award it states that “Payment disability indemnity in accordance with Paragraph 3 above. Less the sum of ***\$39,444.71***, payable to applicant’s attorney as the reasonable value of services rendered” with the box checked next to “Fees are to be commuted pursuant to Paragraph 6.”

(Stipulations with Request for Award, Award, italics and bold refer to handwritten language.)

In the original Petition for Reconsideration, applicant contended that defendant withheld an amount in excess of the attorney’s fees awarded by the WCJ and commuted laterally from his award of permanent total disability benefits. Our January 8, 2026 ODAR determined that the weekly commutation of \$50.40 from applicant’s permanent and total disability award extends only until the gross amount of awarded attorney’s fees of \$39,444.71 has been satisfied and thereafter applicant is entitled to his permanent and total disability rate of \$336.00 without reduction for commuted attorney’s fees. (ODAR, p. 12, Finding of Fact No. 2.)

Under the Appeals Board’s enforcement authority in section 5803, we retain the jurisdiction to enforce the terms of the Stipulation and Award as written. Stipulations that resolve a dispute are a contract, and to the extent possible, we must consider the actual language of the agreement and determine whether the actual language of the Stipulations and the Award justify continued withholding. Here, the actual language of the agreement between the parties provides for an attorney’s fee of \$39, 444.71. The stipulation in Paragraph 3 specifically states that the rate is reduced after the commutation of attorney’s fees, and there is no agreement made to reduce the rate for any other purpose. The stipulation in Paragraph 6 again identifies the actual amount of the attorney’s fees. Finally, the Attachment identifies the actual amount of the attorney’s fees and the actual amount that is to be commuted for those attorney’s fees.

An award of attorney’s fees is allowed as a lien against compensation owed to applicant, so that commutation may be authorized in an appropriate case as a lien against defendant’s liability for compensation.

Section 4903 provides in pertinent part as follows:

The appeals board may determine, and allow as liens against any sum to be paid as compensation, any amount determined as hereinafter set forth in subdivisions (a) through (h) of this section. If more than one such lien be allowed, the appeals board may determine the priorities, if any, between the liens allowed. The liens which may be allowed hereunder are as follows:

(a) A reasonable attorney's fee for legal services pertaining to any claim for compensation either before the appeals board or before any of the appellate courts, and the reasonable disbursements in connection therewith

(Lab. Code, § 4903(a).)

The Stipulations and the Award specifically provide that the only basis for withholding is to satisfy the lien for attorney's fees. Neither the Stipulations nor the Award contain any other language allowing for withholding of any other monies and do not identify any alternative basis to withhold. Thus, allowing any other withholding other than for attorney's fees would be in direct contravention of the agreement of the parties. In addition, there is no statutory basis to continue to allow an amount as a "lien against compensation," if the lien has been satisfied and liability for it has been extinguished. That is, when a lien has been paid, liability for it no longer exists.

Section 5100 places the determination as to whether to commute within the discretion of the Appeals Board as follows:

At the time of making its award, *or at any time thereafter*, the appeals board, on its own motion either upon notice, or upon application of either party with due notice to the other, *may commute the compensation payable under this division to a lump sum and order it to be paid forthwith* or at some future time if any of the following conditions appear:

(a) That such commutation is necessary for the protection of the person entitled thereto, or for the best interest of the applicant.

(b) That commutation will *avoid inequity* and *will not cause undue expense or hardship to the applicant*.

(Lab. Code, § 5100 (a), (b), italics added.)

Under section 5100 then, the Appeals Board retains jurisdiction to order a commutation at any time, and necessarily this language means that we retain authority over the life of the Award to consider the issue of commutation and not just at the time that the Award is approved. The statutory language also instructs us that we must "avoid inequity" and consider whether the commutation "will not cause undue expense" to applicant. Here, allowing an ongoing commutation for a payment of a lien for attorney's fees where no attorney's fees are actually being paid is manifestly inequitable and would result in the exact type of "undue expense" proscribed by section 5100.

Yet, defendant's Petition contests our jurisdiction to hear and decide the issue, observing that section 5804 provides in relevant part that "[n]o award of compensation shall be rescinded, altered, or amended after five years from the date of the injury except upon a petition by a party in interest filed within such five years...." (Lab. Code, § 5804.) Defendant asserts that our ODAR "does, in fact, modify and alter a prior award, by trying to adjust the applicant's [permanent total disability] indemnity payment to account for the fact the applicant has lived longer than the average life expectancy." (Petition, at p. 5:27.) Defendant asserts that "changing the PTD rate the parties stipulated to fifteen years ago is altering a prior award by benefit augmentation." (*Id.* at p. 6:24.)

While we agree with defendant's assertion that section 5804 precludes a fundamental alteration or amendment to applicant's 2011 award, we disagree that the ODAR affects "the merits of the basic decision determining the injured employee's right to benefits or the amount of those benefits." (*Hodge v. Workers' Comp. Appeals Bd.* (1981) 123 Cal.App.3d 501, 509 [46 Cal.Comp.Cases 1034].) In *Hodge*, applicant received a credit from a civil suit arising out of his industrial injury more than five years from the date of injury, and the WCAB awarded an employer credit for the recovery, also more than five years from the date of injury. The court in *Hodge* acknowledge that while section 5804 generally precluded increase to an underlying award more than five years from the date of injury, a significant number of exceptions have developed:

The most significant exception perhaps is that the Board possesses inherent power to enforce a previous order. (2 Hanna, Cal. Law of Employee Injuries and Workmen's Compensation, § 19.04[5].) Similarly, orders commuting an award to a lump sum payment have been determined to be outside the five-year limit. (*Norwich Union Indem. Co. v. Indus. Acc. Com.* (1934) 140 Cal.App. 36 [34 P.2d 1062]; 1 Herlick, Cal. Workers' Compensation Law Handbook (2d ed.) § 14.7.) An order setting an award of attorney's fees outside the five-year period has also been permitted where the attorney's services were not performed until after five years from the date of injury. (*Garcia v. Industrial Acc. Com.* (1958) 162 Cal.App.2d 761 [328 P.2d 561].)

The common denominator in all of these situations is that the Board's order did not affect the merits of the basic decision determining the injured employee's right to benefits or the amount of those benefits. Rather, the Board's order involved issues collateral to the amount of the award (i.e., commutation merely alters the form of the award). Stated differently, in none of these situations was the underlying award made to the employee "rescinded, altered, or amended" within the meaning of section 5804.

(*Hodge, supra*, 123 Cal.App.3d at pp. 508-509.)

Here, the parties to the 2011 Award have stipulated that applicant's disability was permanent and total, resulting in the issuance of a 100 percent award with associated indemnity rates of \$336 per week. (Stipulations with Request for Award, dated January 19, 2011, p. 1, para. 3.) Our ODAR does not alter or amend the award of 100 percent permanent disability or the statutorily mandated indemnity arising therefrom. Rather, our ODAR addresses the defendant's ongoing reduction in the amount of net benefits paid to applicant as a result of a commutation of attorney's fees, an issue which the *Hodge* court observed was "collateral to the amount of the award." (*Hodge, supra*, 123 Cal.App.3d at p. 508; *Norwich Union Indem. Co. v. Industrial Acci. Com.* (1934) 140 Cal.App. 36.) As we explained in our ODAR, "the Appeals Board retains the jurisdiction under section 5803 to make collateral changes to an award so long as the merits of the basic decision determining the worker's right to benefits are not altered, and the amount of benefits remains unchanged." (ODAR, at p. 5, citing *Garcia v. Industrial Acci. Com.* (1958) 162 Cal.App.2d 761, 767.) Here, defendant's liability for the underlying award of permanent and total disability has not changed. Our decision determines only that when the amount commuted for the purposes of funding the lump sum payment of attorney's fees has been fully satisfied, applicant is entitled to the full measure of the benefit to which he is statutorily entitled.

We also observe that the WCJ's Award allows only for the commutation of a specified amount of reasonable attorney's fees, in this case, \$39,444.71. (Award, dated January 19, 2011, para. (B).) The Award does not provide for an indefinite reduction in applicant's benefits but instead *fixes a specific amount deemed to represent a reasonable attorney's fee*. Insofar as section 5803 provides the WCAB with ongoing jurisdiction over all its orders, decisions, and awards, we appropriately exercise that jurisdiction in this matter to enforce the WCJ's order limiting the total amount of attorney's fees awarded. (Lab. Code, §§ 5801, 5803, 5804.)

Defendant's Petition contends that once disability indemnity is commuted, the "reduction of weekly indemnity benefits due to a commutation cannot be reversed." (Petition, at p. 7:19.) In support of this argument, defendant directs our attention to the examples and instructions provided in the commutation tables set forth in Administrative Director (AD) Rule 10169.1, subd. (a), which provides that "[d]eterminations of the present value of a life pension under Labor Code Section 5101(b) shall be made in accordance with the Commutation Instructions contained in Section 10169." AD Rule 10169² (Cal. Code Regs., tit. 8, § 10169) provides commutation tables and

² <https://www.dir.ca.gov/t8/10169.html>

various examples and instructions³ used in calculating various commutation scenarios. Examples of commutations are provided which correspond to various commutation purposes, including the commutation of all remaining permanent disability (Example A), as well as the commutation of a fixed amount of indemnity from the “far end” of the award (Example B).

Defendant directs our attention to Example D, in which “COMMUTATION OF ALL REMAINING LIFE PENSION AFTER LIFE PENSION HAS COMMENCED.” (Commutation Instructions, p. 5.) Under the auspices of the example, “the commutation occurs after the commencement of life pension,” and “[o]n the date of commutation, all life pension indemnity owed for the period thereafter is commuted.” Under this example, the value of the life pension that will be paid to applicant over their lifetime is estimated using Table 2, which provides the Present Value of Life Pension for a Male using United States Decennial Life Tables for 1989-1991.⁴ The summary of Example D provided at p. 6 states that once the total of all remaining life pension indemnity has been commuted, “[n]o further life pension indemnity would be due.” (*Id.* at p. 6.) Defendant reasons that under Example D, “applicant could not return seeking additional [life pension indemnity] after the money from the rate reduction equaled the commuted applicant attorneys’ fee.” (Petition, at p. 8:18.) Similarly, defendant asserts that Example E, which applies to the “COMMUTATION OF ALL LIFE PENSION INDEMNITY PRIOR TO COMMENCEMENT OF LIFE PENSION,” results in no life pension due after the commutation. (*Id.* at p. 7.) Accordingly, defendant concludes that “Examples D and E make clear that how long the applicant lives is not a factor to consider.” (Petition, at p. 9:2.) However, we are not persuaded that either of these examples bear on the issue at bar because in both examples the commutation by its own terms is intended to fully extinguish *all remaining life pension indemnity*. The scenario in Example D would commute “all remaining life pension” indemnity, while the scenario in Example E would commute “all life pension indemnity.”

In the present matter, however, the parties did not seek to commute the entirety of applicant’s lifetime entitlement to permanent total disability benefits. Rather, the parties

³ <https://www.dir.ca.gov/t8/10169/CommInst.pdf>

⁴ <https://www.dir.ca.gov/t8/10169/Table2.pdf>

ascertained a figure corresponding to a reasonable attorney's fee, approved by the WCJ as \$39,444.71, and commuted laterally from the weekly benefits otherwise payable to applicant.⁵

Defendant further contends that historically, the Appeals Board has declined to sustain arguments that would reduce an attorney's fee because the injured worker's life expectancy may be less than the life expectancy otherwise described in applicable actuarial tables. Defendant avers that "[i]f an individual applicant's below-average life expectancy cannot be considered when determining the present value of LP or PTD under 8 Cal. Code Reg. §§ 10169 and 10169.1, then, by the same principle, an above-average life expectancy must also be disregarded." (Petition, at p. 11:20.)

However, in the instant matter, consideration of applicant's standard life expectancy played two roles in the determination and award of attorney's fees. In the first instance, the present value of the anticipated award over applicant's scheduled life expectancy was used to determine that the projected value of applicant's lifetime of PTD indemnity payments would yield \$262,964.75 in indemnity payments after a 3.0% present value reduction. (Award, Present Value Calculation, dated January 10, 2011.) The WCJ determined that a reasonable fee⁶ was 15 percent of the present value of applicant's award, based on the value of the services provided by applicant's counsel, or \$39,444.71. The parties thereafter submitted, and the WCJ approved, the commutation of the specified amount of attorney's fees over applicant's anticipated life expectancy, yielding a reduction of \$50.40 per week. As is discussed above, section 5100 allows the Board to commute compensation payable to a lump sum and order it to be paid forthwith if such commutation is necessary for the protection of the person entitled thereto or for the best interest of the applicant. (Lab. Code, § 5100.) In so doing the Board is required to consider the applicant's ability to live without periodic indemnity payments and whether or not commutation will avoid inequity and not otherwise cause undue expense or hardship to the applicant. (*Hulse v. Workers' Comp. Appeals Bd.* (1976) 63 Cal.App.3d 221, 226 [41 Cal.Comp.Cases 691].) Given these considerations and

⁵ For these reasons, other example scenarios addressed in the instructions to AD Rule 10169 that commute a *fixed amount of indemnity* (e.g., Example C, Commutation of [Permanent Disability] by Uniform Reduction of Payments, and Example F, Commutation of Portion of Remaining Life Pension after life Pension Commencement by Uniform Reduction of Life Pension Payments), contain no proviso that "no further life pension is due after commutation." (Cal. Code Regs., tit. 8, § 10169, Instructions, pp. 4, 9.)

⁶ The Appeals Board's basic statutory injunction is that the fee awarded must be "reasonable." (Lab. Code, §§ 4903(c), 4906(a) & (d).) In determining what constitutes a "reasonable" attorney's fee, the WCAB must take into consideration: (1) the responsibility assumed by the attorney; (2) the care exercised by the attorney; (3) the time expended by the attorney; and (4) the results obtained by the attorney. (Lab. Code, § 4906(d); see also Cal. Code Regs., tit. 8, § 10844.)

following our review of the entire record occasioned by defendant's Petition, we remain persuaded that the Award herein contemplated the commutation of a fixed amount of attorney's fees rather than an open-ended weekly reduction extending indefinitely, and that the WCJ properly reviewed the adequacy of the proposed award on this basis. (ODAR, at p. 9.) Moreover, we continue to question whether the settlement would remain fundamentally adequate were defendant allowed to continue to impose a reduction on indemnity payments well beyond the amount of attorney's fees provided in the proposed settlement. (Lab. Code, § 5001; *Camacho v. Target Corp.* (2018) 24 Cal.App.5th 291 [83 Cal.Comp.Cases 1014].)

However, while we affirm the decision in our ODAR, we also observe that insofar as applicant contends that an amount equivalent to the present value of the attorney's fees has already been withheld, we express no opinion on the issue. We note that the commutation calculations required under AD Rules 10169 and 10169.1 require consideration of the present value of the sums commuted using a 3 percent interest figure, and that any determination in this regard may require expert testimony from the Disability Evaluation Unit or from a privately retained ratings expert. (Cal. Code Regs., tit. 8, §§ 10169, 10169.1.)

We encourage the parties to seek amicable resolution of the issue. However, should further dispute arise as to whether and when the commuted attorney's fees were fully satisfied through defendant's weekly reductions in indemnity payments, we also remind the parties that a WCJ's decision "must be based on admitted evidence in the record" (*Hamilton v. Lockheed Corporation* (2001) 66 Cal.Comp.Cases 473, 478 (Appeals Bd. en banc)), and the decision 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. Workers' Comp. Appeals Bd.* (1970) 1 Cal.3d 627 [35 Cal.Comp.Cases 16].)

For the foregoing reasons,

IT IS ORDERED that the Petition for Reconsideration is **DENIED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSÉ H. RAZO, COMMISSIONER

I CONCUR,

/s/ CRAIG L. SNELLINGS, COMMISSIONER

/s/ JOSEPH V. CAPURRO, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

APRIL 3, 2026

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

**GREGG RADER
GOLDSCHMID, SILVER & SPINDEL
STATE COMPENSATION INSURANCE FUND**

SAR/cs

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