

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

ROSA CORNEJO, *Applicant*

vs.

**LOS ANGELES UNIFIED SCHOOL DISTRICT;
permissibly self-insured, administered by SEDGWICK CLAIMS MANAGEMENT
SERVICES, *Defendants***

**Adjudication Number: ADJ13367853; ADJ13367855; ADJ19591943
Los Angeles District Office**

**OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION**

Applicant seeks reconsideration of the October 8, 2025 Findings and Order issued by the workers' compensation administrative law judge (WCJ). Therein, the WCJ found that: applicant "filed two claims for specific injuries occurring on [November 13, 2013]¹ and [May 6, 2015]. On the day of the trial, parties obtained an additional ADJ number, ADJ to reflect the continuous trauma found by the QME for the period [June 1, 2020] through [January 10, 2022], as a Special Ed Trainee, occupational group number 214, at Los Angeles, California by LAUSD;" that "[t]here was no fraud, mistake, or duress in this case that induced applicant to sign the settlement agreement;" and that "[a]ll other issues are moot or were resolved in the Compromise & Release."

Applicant appears to contend that the WCJ erred in finding no fraud, mistake, or duress in this case that induced applicant to sign the settlement agreement.

Defendant filed an Answer. The WCJ issued a Report and Recommendation on Petition for Reconsideration (Report) recommending that we deny reconsideration.

We have considered the Petition for Reconsideration, the Answer, the contents of the Report, and have reviewed the record in this matter. Based on our review of the record, and for

¹ The October 8, 2025 Findings and Order contains a clerical error as to the date of injury in ADJ13367859, referring to it as November 13, **1013**. We correct the date to November 13, **2013** by virtue of this decision. The Appeals Board may correct clerical errors at any time. (*Toccalino v. Worker's Comp. Appeals Bd.* (1982) 128 Cal.App.3d 543, 558 [47 Cal.Comp.Cases 145].)

the reasons stated in the WCJ's Report, which we adopt and incorporate, and for the reasons stated below, we will deny reconsideration.

Former Labor Code² 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 November 6, 2025 and 60 days from the date of transmission is January 5, 2026. This decision is issued by or on January 5, 2026, so that we have timely acted on the petition as required by section 5909(a).

Section 5909(b)(1) requires that the parties and the Appeals Board be provided with notice of transmission of the case. Transmission of the case to the Appeals Board in EAMS provides notice to the Appeals Board. Thus, the requirement in subdivision (1) ensures that the parties are notified of the accurate date for the commencement of the 60-day period for the Appeals Board to act on a petition. Section 5909(b)(2) provides that service of the Report and Recommendation shall be notice of transmission.

Here, according to the proof of service for the Report and Recommendation by the workers' compensation administrative law judge, the Report was served on November 6, 2025, and the case was transmitted to the Appeals Board on November 6, 2025. Service of the Report and

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

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 November 6, 2025.

We observe that the WCJ issued an order vacating the Compromise and Release (C&R) on August 28, 2024. Consequently, no order approving the C&R presently exists. Pursuant to section 5002, until a WCJ or the Appeals Board issues an order approving the C&R, it is not enforceable.

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/ ANNE SCHMITZ, DEPUTY COMMISSIONER

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

JANUARY 5, 2026

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

**ROSA CORNEJO
ARMSTRONG LAW GROUP, APC
LG LAW CENTER**

PAG/bp

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

REPORT AND RECOMMENDATION **ON PETITION FOR RECONSIDERATION**

I. INTRODUCTION

The Applicant has filed a Petition for Reconsideration dated October 25, 2025, challenging the undersigned workers' compensation judge's (hereinafter "WCJ") decision dated October 7, 2025. The applicant alleges that the evidence does not justify the findings of fact and that the undersigned acted without or in excess of its powers, the decision was procured by fraud, the petitioner has discovered new evidence material to her that she could not with reasonable diligence have discovered and produced at the hearing, the findings do not support the order, decision, or award. Trial was conducted on March 27, 2025 and July 17, 2025, and a record created and submitted, and based upon a review of the entire record and the reasons set forth in the Opinion on Decision dated October 7, 2025, it is recommended that the Petition for Reconsideration be denied.

II. FACTS AND ARGUMENTS

The Applicant had an injury while employed at Los Angeles Unified School. Applicant settled with Los Angeles Unified School permissibly self-insured administered by Sedgwick Claims Management Services via Compromise and Release on July 29, 2024 . (Exhibits A and B). On this day, the case in chief had been set for trial.

In the Petition for Reconsideration, applicant has claimed that part of the Compromise and Release was typed and part handwritten and there were mistakes in the documents. The addendum was added after she signed the document, and that she did not need an interpreter. She believes she was ignored and discriminated against and forced to sign the settlement document. She claims that her prior stipulated settlements, that are not part of this settlement, are being closed out. She claims that there was a voluntary resignation in the Compromise and Release. She also brings up problems with her CalPers benefits for the first time. Essentially, the applicant has a litany of complaints where she believes false accusations have been made against her.

III. DISCUSSION

Pursuant to Labor Code section 5803, "The Appeals Board has continuing jurisdiction over all its orders, decisions, and awards made and entered under the provisions of [Division 4] . . . At any time, upon notice and after the opportunity to be heard is given to the parties in interest, the Appeals Board may rescind, alter, or amend any order, decision, or award, good cause appearing therefor."

Stipulations are binding on the parties unless, on a showing of good cause, the parties are given permission to withdraw from their agreements. (County of Sacramento v. Workers' Comp. Appeals Bd. (Weatherall) (2000) 77 Cal.App.4th 1114, 1121 [65 Cal.Comp.Cases 1].) As defined in Weatherall, "A stipulation is 'An agreement between opposing counsel . . . ordinarily entered into for the purpose of avoiding delay, trouble, or expense in the conduct of the action,' (Ballentine, Law Dict. (1930) p. 1235, col. 2) and serves 'to obviate need for proof or to narrow range of

litigable issues’ (Black’s Law Dict. (6th ed. 1990) p. 1415, col. 1) in a legal proceeding.” (Weatherall, *supra*, at 1118.)

The party seeking to set aside an agreement after it has become final must make a showing of good cause. Good cause includes fraud, duress, undue influence, mutual mistake of fact, mistake of law, invalidity of execution, incompetency, or minority at the time of execution of the agreement. (See California Workers’ Compensation Law (Cont. Ed. Bar 4th Ed.) §§ 16.61 et seq.; see also *Argonaut Ins. Exch. v. Industrial Acc. Com. (Bellinger)* (1958) 49 Cal.2d 706 [23 Cal.Comp.Cases 34]; *Smith v. Workers’ Comp. Appeals Bd.* (1985) 168 Cal.App.3d 1160 [50 Cal.Comp.Cases 311]; *Carmichael v. Industrial Acc. Com.* (1965) 234 Cal.App.2d 311 [30 Cal.Comp.Cases 169]; *Silva v. Industrial Acc. Com.* (1924) 68 Cal. App. 510 [11 IAC 266]; *City 3 of Beverly Hills v. Workers’ Comp. Appeals Bd. (Dowdle)* (1997) 62 Cal.Comp.Cases 1691 (writ den.); *Bullocks, Inc. v. Industrial Acc. Com.* (1951) 16 Cal.Comp.Cases 253 (writ den.); *Pac. Indem. Co. v. Industrial Acc. Com. (Forrest)* (1946) 11 Cal.Comp.Cases 117 (writ den.).) Whether good cause exists is case specific. The circumstances surrounding the execution and approval of the agreement must be assessed. (See § 5702; Weatherall, *supra*, 77 Cal.App.4th at pp. 1118-1121; *Robinson v. Workers’ Comp. Appeals Bd. (Robinson)* (1987) 199 Cal.App.3d 784, 790-792 [52 Cal.Comp.Cases 419]; *Huston v. Workers’ Comp. Appeals Bd. (Huston)* (1979) 95 Cal.App.3d 856, 864-867 [44 Cal.Comp.Cases 798].)

As the moving party, Applicant has the burden of proof to show, by a preponderance of the evidence, she should be relieved from the settlement agreement she entered into with Defendant. (See Lab. Code, § 5705 [the burden of proof rests upon the party with the affirmative of the issue]; see also Lab. Code, § 3202.5 [“All parties and lien claimants shall meet the evidentiary burden of proof on all issues by a preponderance of the evidence”].) Applicant seeks to set aside the Order Approving the Compromise and Release essentially claiming there.

The applicant presented no evidence that she was given false information or there had been concealed material facts about her claim. The applicant called her former attorney, Luis Gonzalez, to the stand. He credibly testified that the Compromise and Release was explained to her. She was informed that her trial could go forward or it could settle. The applicant wanted to know why the continuous trauma was added to the settlement documents when they were not previously pled. He stated that it was based upon the medical reports that were submitted. He stated that she was informed that the continuous trauma would be added prior to the Compromise and Release being presented to her. Mr. Gonzalez chose to have an interpreter present because Spanish appeared to be the applicant’s native language. The applicant asked him if he was discriminating against her by using an interpreter. Mr. Gonzalez stated that he thought her vocabulary might be limited and an interpreter would be helpful. (Summary of Evidence 3-27-25 p.6-7, L25- 5). The interpreter did read the Compromise and Release to the applicant in Spanish and her attorney , Luis Gonzalez, explained it to her in English. There was no evidence showing there was an intent to deceive the applicant or of false statements of material fact having been made to the applicant.

The applicant and her Attorney spent time talking about the settlement offer with the defendant on July 25, 2024. This case was set for trial on the case in chief on this date. The defense attorney came to court with a Compromise and Release that had been partially drafted. The parties finalized the document in court. The applicant's attorney and defense attorney decided to add the

continuous trauma claim to the Compromise and Release. The parties spent the lunch hour going over the settlement document and obtaining witness signatures. At no time did the applicant complain about the settlement, her attorney, or being mistreated. It did not appear to the undersigned that there were any nefarious actions that took place by either the applicants attorney or defense attorney. The undersigned issued the Order Approving Compromise and Release after having reviewed the documents in preparation of trial and discussions with the parties. The applicant did not tell this WCJ that she felt pressured to sign the Compromise and Release or say that she did not want to go forward with it. In reviewing her signature and initials on the document, they are very neat and do not appear to be rushed.

At trial, the applicant's attorney testified that the applicant's credibility was in issue as she failed to disclose prior automobile accidents. Additionally, the parties wrote in the Compromise and Release that the QME, Dr. Vangsness, indicated "the applicant's credibility is at issue and there may be no injury according to the medical evidence. The doctor left causation up to the trier of fact." (Compromise and Release Addendum "A") Dr. Vangsness's report was not put into evidence.

The applicant claims there was a voluntary resignation in the Compromise and Release; however, the Compromise and Release does not mention a voluntary resignation.

The applicant has also stated that the defendant closed out her two previous prior claims where she had a future medical award; ADJ7632182 for a 5-4-2009 date of injury and ADJ7632316 for a 02-04-2010 date of injury. Neither of these prior claims are included in this Compromise and Release. The fact that the applicant had two prior claims was only brought to this judge's attention during the trial. The details of the claims remain unknown. This Compromise and Release does not appear to have any impact on any other claims other than the ones listed within the settlement document.

In the applicant's Petition for Reconsideration, she states that her CalPERS benefits have been affected by the Compromise and Release. This was not an issue that had ever been brought up previously. The first time that it was brought up is in this Reconsideration. There was no evidence presented on this issue. Furthermore, if in fact her CalPERS benefits have been affected the applicant has not provided any evidence of how they have been affected by the Compromise and Release or if her attorney knew the Compromise and Release would have an affect on the benefits and withheld the information from her.

The applicant complains that there are mistakes within the Compromise and Release. She has pointed out that body parts are not accurate. She complains about the start and stop date of the continuous trauma. She complains that the medical payments listed on page 5 are not accurate and her earnings are incorrect. Insufficient evidence was provided by the applicant to show that these were in fact errors, as she claims. Even if the information in the Compromise and Release was not completely accurate, these discrepancies are not material to the adequacy of the settlement overall. Furthermore, the errors, if any, do not equate to material defects and do not amount to fraud. It appears the applicant is well aware of what information is contained in the Compromise and Release and even after pointing out everything she can, she still has not shown evidence of fraud.

It would appear that this is nothing more than a case where the applicant is experiencing a buyer's remorse. No fraud, deception or misrepresentation was presented to overturn the Order Approving Compromise and Release. The applicant failed to meet her burden of proof and demonstrate good cause such as fraud, duress or an "extrinsic" mistake to set aside the Compromise and Release.

IV. Conclusion

Based upon the foregoing, and the entire WCAB record, it is respectfully requested that the Petition for Reconsideration be denied in part and granted to issue and renew the Order Approving Compromise and Release.

Date: November 6, 2025

NONA E. SACHS
Workers Compensation Judge