

**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: ADJ19591943, ADJ13367855, ADJ13367853
Los Angeles District Office**

**OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION**

Applicant seeks reconsideration of the January 16, 2026 Order Approving Compromise and Release issued by the workers' compensation administrative law judge (WCJ). Therein, the WCJ approved a settlement in ADJ13367853; ADJ13367855; ADJ19591943 for the gross amount of \$40,000.00, less approved applicant's attorney fee of \$6,000.00, and a net balance of \$34,000.00 to applicant.

We have considered the allegations of the Petition for Reconsideration and the contents of the Report 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 Opinion on Decision and Reports, adopted and incorporated only as quoted below, and for the reasons stated below, we will deny reconsideration.

I.

Preliminarily, we note that former Labor Code¹ 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:

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

(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 20, 2026 and 60 days from the date of transmission is April 21, 2026. This decision is issued by or on April 21, 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 February 20, 2026, and the case was transmitted to the Appeals Board on February 20, 2026. 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 February 20, 2026.

II.

A signed Compromise and Release (C&R) was filed by the parties on July 25, 2024 and an Order Approving Compromise and Release (OACR) issued on the same day. As stated above, the C&R settled the claims in ADJ13367853, ADJ13367855, and ADJ19591943 for the gross amount of \$40,000.00, less approved applicant's attorney fee of \$6,000.00, and a net balance of \$34,000.00 to applicant. On August 9, 2024, applicant dismissed her attorney and became unrepresented and filed a Petition for Reconsideration on October 16, 2024 challenging the OACR. On August 28, 2024, the WCJ issued an Order Vacating and Setting Aside Order Approving Compromise and Release – Notice of Hearing. These matters proceeded to a trial on March 27, 2025 and July 17, 2025 on the issue of whether applicant's allegations of fraud are valid. On October 7, 2025, the WCJ issued a Findings and Order that "There was no fraud, mistake, or duress in this case that induced applicant to sign the settlement agreement."

The WCJ stated the following in the October 7, 2025 Opinion on Decision:

Introduction

This matter came on for regular hearing before this workers compensation administrative law judge. This matter has complex factual, medical and legal histories, and a detailed discussion of them is necessary to understand the rationale of the Findings in this case.

Findings of Fact

The following findings of fact have been determined by the trial Court from reviewing the entire record.

Whether the Order Approving Should be Set Aside Due to Duress & Fraud:

The applicant filed claims for two specific injuries, one on May 14, 2015, and another on May 6, 2015. Both were denied by the defendant. The parties utilized PQME, Dr. Vangsness, who issued several reports and was deposed on multiple occasions. This case was set for trial on the case in chief on July 25, 2025. The parties added a continuous trauma injury to conform with the medical reporting. The parties entered into a settlement by way of a Compromise & Release (C&R) on July 25, 2025. The Order Approving the Compromise and Release was issued the same day.

The applicant dismissed her attorney on August 6, 2024.

On August 13, 2025, the applicant, now representing herself, filed a Petition for Reconsideration claiming the Compromise and Release was procured by fraud and duress. In the Petition, she states that she did not know the trial date of 7/25/25 was going to be her final court date and she was pressured and forced into signing the Compromise and Release. She claims that she did not understand or know what she was signing. She claimed her attorney was not present with her when she signed the document and the interpreter was with her alone. She stated that she did not ask to have an interpreter and that she did not need an interpreter. She claims she was pressured into signing the Compromise and Release. The applicant claims that the Compromise and Release included additional body parts and an additional ADJ number was added. Additionally, she contends there were errors in settlement documents including incorrect address, wages that were not correct, incorrect occupation, and claimed the addendum regarding the QME was added after the Order Approving. She claims that she was harassed and discriminated by the defendant, her attorney, and the interpreter.

For a claim of duress to be successful, the pressure must be significant. No evidence was presented that anyone gave the applicant false information or concealed material facts about her claim. No evidence was submitted that anyone either used force or threatened force or other harm to obtain this settlement. Additionally, her attorney did not act improperly. The applicant called her former attorney, Luis Gonzalez, to the stand. At trial, he testified that he did not notify the applicant in writing that the trial would be the last day of her case. She was informed that her trial could go forward or it could settle. There was no trial preparation because he planned on submitting the documents at trial, if they were unable to settle. 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)

Mr. Gonzalez testified he would continue to recommend the settlement to the applicant and she risked receiving a "take nothing" due to issues with her credibility. (Summary of Evidence 3-27-25 p.6, 7-12). The applicant did not show there was intentional deception or dishonest conduct by her attorney.

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*, 77 Cal.App.4th at p.

1119.) To show fraud one must show an intentional act of deception or misrepresentation, intended to secure an unfair or unlawful gain.

Even if Mr. Gonzalez did not explain the details of the Compromise and Release to the applicant's satisfaction, his failure to explain the settlement to her satisfaction would not automatically equate to fraud. Mr. Gonzalez did not deliberately conceal crucial information or misrepresent facts during the settlement process. There was no showing there was an intent to deceive the applicant or that false statements of material fact were made to the applicant. The applicant's claims were denied. The parties wrote in the Compromise and Release that the QME, Dr. Vangness, 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")

Mr. Gonzalez testified that the Compromise and Release was explained to her in both English, by Mr. Gonzalez, and Spanish, by the interpreter. He also testified that he was present at all times the settlement document was being read to her and he was standing approximately 6 feet away from her. Mr. Gonzalez stated that he explained the Compromise and Release to the applicant, as well as the interpreter. Mr. Gonzalez acknowledged that the applicant was ambivalent about signing a Compromise and Release prior to the trial date. Summary of Evidence 3-27-25 P.4, L.5-14)

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.

While the applicant had many questions regarding the Compromise and Release and appears to be dissatisfied with the settlement, she did not show that Mr. Gonzalez had done anything fraudulent. In fact, it appears Mr. Gonzalez was able to obtain an excellent result considering the applicant's issues with her credibility.

The applicant called the interpreter, Victor Rojas, to the stand. Essentially, he remembers interpreting the Compromise and Release to the applicant, but not all of the details of what was said. He did not give the applicant any legal advice because he does not know the law as he is not an attorney.

Mr. Rojas testified that the applicant was present when both of the witnesses signed the Compromise and Release. The witnesses were not present at the same time as they had to find a second witness as there were not many people in court at that time. He testified that the applicant voluntarily signed the Compromise and Release document. She was not forced to sign the document. He was present in court when the applicant's attorney had a conversation with the applicant

about her various settlement options. (Summary of Evidence 7-17-25 P.4 L. 22-25)

The applicant submitted a trial brief in addition to her Petition for Reconsideration. In her trial brief, she claims that she understands English and did not need an interpreter. The applicant claimed she did not want an interpreter and her request was ignored. She claims that she was not going to sign the Compromise and Release because she continues to have pain in parts of her body. In her trial brief, she states that she was forced into signing the settlement papers without her understanding or knowing what she was going to sign. However, the applicant very clearly points out numerous issues she had with the Compromise and Release which shows that she knew exactly what she was signing. The applicant claimed that the medical bills were not correct, her earnings were not correct, the body parts that are included in the Compromise and Release are incorrect, among other things. The applicant also spent several hours going over the Compromise and Release with her attorney and the interpreter. At no time did the applicant refuse to sign the settlement documents or tell the undersigned she was under duress while signing the documents and they should not be approved.

The applicant's complaints regarding the Compromise and Release settlement are consistent with dissatisfaction, after the fact, rather than any issue of fraud or duress. Applicant testified that English is her preferred language. The settlement agreement is in English. Applicant provided no evidence that she was prevented from reading the settlement document prior to signing them. She provided no evidence that she lacked the capacity to enter into the settlement agreement. At the time she signed the settlement documents, her attorney was available to answer questions and the settlement documents were explained in both English and Spanish. Ultimately, on the day of trial, the applicant made the choice to sign the settlement agreement. While she may have subsequently regretted that choice does not establish fraud or duress and does not relieve her from the terms of the settlement contract that she entered into.

The applicant failed to demonstrate good cause such as fraud, duress or an "extrinsic" mistake to set aside the Compromise and Release.

(Opinion on Decision, 10/7/25, at p. 1-7.)

Applicant filed a Petition for Reconsideration on October 29, 2025. The WCJ stated the following in the November 6, 2025 Report:

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.

(Report, 11/6/25, at p. 1-7.)

On January 5, 2026, we issued an Opinion and Order Denying Petition for Reconsideration for the reasons stated in the November 5, 2026 Report. On January 16, 2026, the WCJ reissued the OACR. On February 11, 2026, applicant filed a Petition for Reconsideration.

The WCJ stated the following in the February 20, 2026 Report:

I. Introduction

The Applicant has filed a Petition for Reconsideration dated February 5, 2026, and received on February 11, 2026, apparently in response to the undersigned workers' compensation judge's (hereinafter "WCJ") Order Approving Compromise and Release dated January 16, 2026. The applicant alleges that the

undersigned acted without or in excess of its powers, the evidence does not justify the findings of fact, the Petitioner discovered new evidence material to her which she could not with reasonable diligence have discovered and produced at the hearing and the findings of fact do not support the order, decision or award.

The applicant initially filed a Petition for Reconsideration claiming the Compromise and Release dated July 25, 2024 was procured by fraud. The Order Approving Compromise and Release was vacated and set aside. A 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. The undersigned found that the applicant did not prove the Compromise and Release was procured by fraud. The applicant filed a Petition for Reconsideration. Once the [A]ppeals Board adopted and incorporated the opinion dated October 7, 2025 and no further appeal was forthcoming, [t]his WCJ issued an Order Approving C&R on January 16, 2026 for the July 24, 2024 Compromise and Release. The Defendant filed an Answer to this Petition for Reconsideration recommending it be denied....

II. Facts and Argument

The Applicant submitted her Petition for Reconsideration after receiving the Order Approving Compromise and Release dated January 16, 2026. The applicant raises the same allegations that were previously raised and were the subject of a final judgment on the merits. In the recent Petition for Reconsideration, the applicant once again states additional body parts were added to the Compromise and Release and she does not agree with the dates of injury as listed. Again, she claims addendum 'A' contained handwritten language that was false. She claims she was not evaluated by a doctor for all of the body parts listed. She states again the QME reports were not sent to the DEU for rating. She claims the Medical Bills listed in the C&R are incorrect. Her earnings are incorrect. She brought up the issue with her Social Security Disability. All of these issues were raised in the prior trial and were adjudicated in the trial. The applicant states that she has discovered new evidence material to her that could not be produced earlier but does not discuss the new evidence in her Petition nor does she explain how this evidence was not available to her at the prior trial. There are no new arguments raised. This WCJ found there was no fraud, mistake or duress in this case that induced the applicant to sign the settlement agreement....

DISCUSSION

* * *

The applicant has not provided any new evidence showing why the Compromise and Release and Order Approving C&R should not be upheld. This issue was already litigated and a final judgement was issued....

The Appeals Board issued their Opinion and Order Denying Reconsideration on January 5, 2026 and adopted and incorporated this WCJ's Report and Recommendation. This WCJ issued a new Order Approving C&R on January 16, 2026 pursuant to section 5002 after having vacated it on August 28, 2024.

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].

The applicant fails to show any new evidence or explain how or why the Compromise and Release and the Order Approving C&R should be re-litigated. The applicant simply raised the issues that were previously raised and litigated....

The applicant was given ample time and opportunity to present her evidence regarding her claims of fraud, duress, etc. She failed to prevail...

Conclusion

Based upon the foregoing, and the entire WCAB record, it is respectfully requested that the Petition for Reconsideration be denied.

(Report, 2/20/26, at p. 1-4.)

There has been no hearing on the record and, therefore, no due process afforded regarding the applicability of res judicata. Nevertheless, for the reasons stated by the WCJ in the October 7, 2025 Opinion on Decision and the November 6, 2025 Report as quoted herein, we agree that applicant has not established a basis to set aside the OACR.

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

APRIL 21, 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**

PAG/bp

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