

STATE OF CALIFORNIA
Division of Workers' Compensation
Workers' Compensation Appeals Board

SAM
PRIORITY

IRMA FLORES CEJA,

Applicant,

vs.

LONGBOY, INC.; STAR INSURANCE
COMPANY C/O MEADOWBROOK
INSURANCE GROUP;

Defendants.

Case No. ADJ10018891

**FINDINGS AND ORDER AND
OPINION ON DECISION**

The above entitled matter having been heard and regularly submitted, the Honorable Ashley L. Odor, Workers' Compensation Administrative Law Judge, now decides as follows:

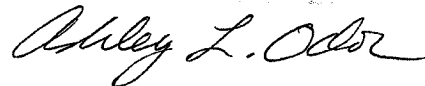
FINDINGS OF FACT

1. The treatment liens of Enterprise Interpreting, Accurate Interpreting, and Mid Valley Imaging are found to be not compensable.

ORDER

IT IS ORDERED THAT Enterprise Interpreting, Accurate Interpreting, and Mid Valley Imaging take nothing by virtue of the liens filed herein.

DATE: 5/4/18



Ashley L. Odor
WORKERS' COMPENSATION
ADMINISTRATIVE LAW JUDGE

CASE NO.: ADJ10018891

IRMA FLORES CEJA

vs.

LONGBOY, INC.;
STAR INSURANCE
COMPANY C/O
MEADOWBROOK
INSURANCE GROUP

WORKERS' COMPENSATION JUDGE:

ASHLEY L. ODOR

DATE OF INJURY:

6/1/15

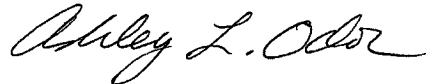
OPINION ON DECISION

Liens:

Enterprise Interpreting has a treatment lien for \$3,522.20, Accurate Interpreting has a treatment lien for \$5,161, and Mid Valley Imaging has a treatment lien for \$9,085. No payments were made by the Defendant. All three liens are found to be non-compensable per the following discussion. At the trial on 4/5/18, the issues were bifurcated and the court was asked to decide the following issue: "Whether any lien at issue herein is compensable when there is no evidence that any services were provided inside defendant's MPN, and where the applicant stipulated in the Compromise and Release of 8-17-16 and the Minutes of Hearing of 10-29-15 that there had been no denial of care." (See p. 2, line 21, of the Minutes of Hearing and Summary of Evidence dated 4/5/18.) As part of the stipulations by the parties, it was agreed on the day of trial "that there is no evidence that any lien claimants' dates of service at issue herein were inside of defendant' MPN." The parties also agreed that "defendants' MPN was valid and [in force] until at least July 20, 2017." (See p. 2, line 13, of the Minutes of Hearing and Summary of Evidence dated 4/5/18.) Exhibit A was the Compromise and Release dated 8/17/16. On p. 7 of this exhibit, in the comments box, it states in the next to last sentence "Applicant stipulates there was no denial of care at all times and that she received MPN notice." Next, we have Exhibit B, which is the Minutes of Hearing dated 10/29/15. Said minutes note in the comments area "The parties agree that applicant will return to MPN and

therefore selects Dr. Pramod Srivastara at 432 Lexington St. Ste C Delano, CA 93215, as there has been no denial of care & applicant had received MPN notice.” Lien Claimants stand in the shoes of the Applicant. As such, because the parties stipulated there is no evidence that any treatment at issue herein was provided inside Defendant’s MPN, and because the parties stipulated that Defendant’s MPN was valid until at least 7/20/17, the court must logically find that the liens at issue herein are not compensable. All other issues are rendered moot.

DATE: 5/4/18



Ashley L. Odor
WORKERS' COMPENSATION
ADMINISTRATIVE LAW JUDGE

OFFICIAL ADDRESS RECORD

Case Number: ADJ10018891

- (√) **BRADFORD BARTHEL ONTARIO** **Law Firm, 3270 INLAND EMPIRE BLVD STE 200 ONTARIO CA 91764, e-docs@bradfordbarthel.com**
- (√) **QBC LOS ANGELES** **Law Firm, 4601 WILSHIRE BLVD FL 3 LOS ANGELES CA 90010, RICHARD@QUALIFIEDBC.COM**

I am over the age of 18, not a party to this proceeding, and am employed by the State of California, DWC, POMONA District Office of the WCAB, located at 732 CORPORATE CENTER DRIVE, POMONA, CA 91768

On 05/07/2018 I deposited in the United States mail at 732 CORPORATE CENTER DR, POMONA, CA 91768, a sealed envelope containing a copy of FINDINGS AND ORDER with postage fully paid, addressed to the party or parties with check mark (√) above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Alfreda Jones