WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

JOSUE BARRIOS, ***Applicant***

vs.

NAGATOSHI PRODUCE USA, INC.;
TRUCK INSURANCE EXCHANGE, ***Defendants***

Lien Claimants and Real Parties in Interest:
Tri-County Medical Group, Inc.; Tri-City Health Group, Inc.;
Komberg Chiropractic; Edward Komberg, D.C.

Adjudication Number: SAU9000031
Van Nuys District Office

OPINION AND ORDER DENYING
PETITION FOR REMOVAL

Lien claimants seek removal of the Findings of Fact, Order of Consolidation, Designation of Master File (Consolidation Order) issued on March 30, 2026 by a workers' compensation administrative law judge (WCJ). The WCJ identified substantial evidence of good [cause] to support the presence of common issues of law and fact pursuant to Rule 10396 (Cal. Code Regs., tit. 8, § 10396), warranting consolidation for the purpose of discovery concerning whether the liens of lien claimants filed against Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, Travelers Insurance, and Zenith Insurance Company as set forth in attachment A of the Consolidation Order violated Labor Code[1] Sections 139.3, 139.32, 3215, and 3820. The WCJ found no such substantial evidence of good [cause] to support the joinder of Employers Group Insurance, Amtrust, and Corvel into this consolidated matter.

The WCJ ordered in pertinent part that lien claimants' liens filed against Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, Travelers Insurance, and Zenith Insurance Company as set forth in attachment A of the Consolidation Order be consolidated pursuant to Rule 10396, but that adjudication of the merits of the liens be stayed; and,

---

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

that the petitions requesting joinder of the cases of Employers Group Insurance, Amtrust, and Corvel into this consolidated matter be denied and orders joining vacated without prejudice. The WCJ also ordered that the lien defense discovery issues in this consolidated proceeding be bifurcated from adjudication of the merits of the consolidated cases to avoid delay of benefits to applicants in those cases. WCJ Tammy Homen was ordered to remain as the assigned WCJ in this consolidated proceeding at the Anaheim District Office.

Lien claimants contend that there is no substantial evidence to support the WCJ's Consolidation Order related to Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, Travelers Insurance, and Zenith Insurance Company only,[2] and that the Consolidation Order fails to comply with the Appeals Board's directive to provide more than conjecture to establish good [cause] for purposes of consolidation under Rule 10396 (Opinion and Orders Denying Petition for Disqualification; Dismissing Petition for Reconsideration; Granting Petition for Removal and Decision after Removal, January 20, 2026 (January Decision)); that the superior court criminal plea agreement testimony relied on by the WCJ is not specific to the liens identified for consolidation and cannot therefore support consolidation; the assumption that all liens identified for consolidation are connected to the alleged scheme imputes misconduct and suspicion against every lien claimant without substantial evidence, further delays payment on old liens, and asks lien claimants to disprove allegations never established; and, finally, that the consolidation will create inefficiency by permitting broad and unfocused discovery based on the WCJ's conclusion that there is a causal connection between the evidence produced and "at least" several of the cases but not all of the cases.

Liaison counsel for carriers filed an Answer to Lien Claimants' Petition for Removal (Answer) and the WCJ filed an Opinion on Removal (Report) recommending denial of the petition.

We have reviewed the record in this matter, the allegations of the Petition for Removal and the Answer and the contents of the Report. Based on the Report which we adopt and incorporate herein, and for the reasons set forth below, we deny removal.

Removal is an extraordinary remedy rarely exercised by the Appeals Board. (*Cortez v. Workers' Comp. Appeals Bd.* (2006) 136 Cal.App.4th 596, 600, fn. 5 [71 Cal.Comp.Cases 155, 157, fn. 5]; *Kleemann v. Workers' Comp. Appeals Bd.* (2005) 127 Cal.App.4th 274, 281, fn. 2 [70 Cal.Comp.Cases 133, 136, fn. 2].) The Appeals Board will grant removal only if petitioner shows

---

[2] Lien claimants do not seek removal the WCJ's decision regarding Employers Group Insurance, Amtrust, and Corvel.

that substantial prejudice or irreparable harm will result if removal is not granted. (Cal. Code Regs., tit. 8, § 10955(a); see also *Cortez*, *supra*; *Kleemann*, *supra*.) In addition, petitioner must demonstrate that reconsideration will not be an adequate remedy if a final decision averse to the petitioner ultimately issues. (Cal. Code Regs., tit. 8, § 10955(a).)

We concur with the WCJ that sufficient evidence was produced to establish the existence of common questions of fact and law related to the carriers' asserted lien defenses pursuant to sections 139.3, 139.32, 3215, and 3820. Thus, good cause was shown for consolidation of the liens for purposes of discovery into the carriers' asserted lien defenses as identified in the Consolidation Order. In addition, we concur with the WCJ that consolidation of lien claimants' liens will enable the parties to resolve any disputes arising from the testimony of Louis Heard as to which liens may be tainted by the alleged violations of these statutes and expedite the dismissal of any lien case from this consolidation that does not belong.

As stated in the Opinion on Decision:

> In the present case, the common issues of law and fact are whether Lien Claimants violated Section 139.3, Labor Code Section 3215 and Labor Code Section 139.32 for patients referred to Lien Claimants TRI-COUNTY MEDICAL GROUP INC, KOMBERG CHIROPRACTIC, TRI-CITY HEALTH GROUP INC. and/or EDWARD KOMBERG. Further, there is evidence shown of misrepresentations in violation of Labor Code Section 3820. **If these statements are considered true, violation would result in an invalidation of the liens of these entities. Therefore, the discovery of whether these events occurred or not, would significantly affect the rights of the lien claimant and carriers Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, Travelers Insurance, and Zenith Insurance Company. . . .**
>
> I have reviewed the objections to the various petitions for joinder as set forth in Exhibits 5, 6 7, 8 and 9. And, as stated, while the Determinations of the Superior Courts in Exhibits 2, 3 and 4 do express a basis to cause dismissal of the criminal actions, **the Exhibits in E and F do raise the issue as to whether there was an adequate defense within the Workers' Compensation jurisdiction. In fact, the tie-in of the facts set forth in the pleas of Brown (Exhibit E) and Kapadia (Exhibit F) indicate there is a good possibility that consolidation may be warranted and that there are common issues of law and fact as to certain cases for discovery to pursue therein.**
>
> I have considered the testimony of Mr. Heard. His testimony was that a particular computer program utilized by the lien claimants [was] only able to locate a handful of cases in the original Attachment A from the initial Order of

> Consolidation that had a lien for any of the lien claimants (Exhibit 11). However, counsel for the carrier was able to immediately review and noted the first lien of Farmer Group listed did show a lien by one of the carriers. However, this was not found by lien claimants' program. Again, this raises the further need for consolidation to determine which remaining consolidated cases are appropriate to the claim.
>
> . . .
>
> Consolidation of the cases in which liens of these Lien Claimants were filed where Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, Travelers Insurance, and Zenith Insurance Company were carriers would be proper due to the complexity of the issues involved, the potential prejudice to any party, the avoidance of duplicate or inconsistent orders, and the efficient utilization of judicial resources. **Should these matters remain unconsolidated, it could result in duplicative requests for documents, duplicative depositions, multiple Petitions to Compel, multiple trial involving the same issue, evidence and witnesses, and could potentially lead to multiple inconsistent orders, if these matters remain before multiple judges at multiple boards. As such, consolidation is proper and is the most effective way to properly and efficiently use judicial resources and avoid duplication of discovery and trial efforts.**

(Consolidation Order, Opinion on Decision, p. 9-10, bold added.)

As stated by the WCJ in the Report:

> It is within the discretion of the Judge to determine whether there is adequate evidence to commence a consolidation (§10396(a)). Sworn testimony under oath by two witnesses alleging that fraud occurred is sufficient and substantial evidence to raise more than a mere prima facie basis to seek out confirmation of these statements to resolve whether the[re] were violations of the codes set forth in issues a, b and c above.
>
> There is no unexpected harm to the Lien Claimants. In fact, to have the questions addressed to all the liens at once, or one by one in deposition of the witnesses would be best to utilize the judicial processes efficiently. It would afford the Lien Claimants due process and a more rapid defense of their liens.
>
> . . .
>
> Essentially, the same statements from two parties to Superior Court, County of Riverside, case number RIF2104842 are substantial to indicate a nexus between the billing and liens of the provider and the violations alleged by the carrier.
>
> While the Judge dismissed the criminal case as against Edward Komberg, the statements of Alpa Brown and Shilpa Kapadia, two criminally charged persons, under oath and represented by counsel, seems to provide a good faith basis for, at least, discovery as to the extent of the acts of Lien Claimants herein. Still, the

> testimony only specifies the liens against Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, State Compensation Insurance Fund, Travelers Insurance, and Zenith Insurance Company.
>
> Rather than having to proceed case-by-case for each of the liens filed against these carriers in each of these cases, a consolidated case will be more efficient by performing unified discovery.

(Report, p. 6, 8.)

Many of the arguments raised by lien claimants in the Petition for Removal appear to assume that the Consolidation Order creates some sort of evidentiary presumption and/or automatic prejudice against lien claimants and their liens based on sections 139.3, 139.32, 3215, and 3820. First, we reassure lien claimants that the Consolidation Order is not a pre-judgement on any of the common factual or legal issues related to the carriers' asserted lien defenses based on sections 139.3, 139.32, 3215, or 3820. In other words, consolidation for the purpose of discovery related to the asserted lien defenses does *not* establish that these defenses have merit. Indeed, the asserted lien defenses cannot proceed to trial in any individual lien case until further development of the record proceeds, and this consolidated proceeding (which is solely for the purpose of discovery related to the carriers' asserted lien defenses based on sections 139.3, 139.32, 3215, or 3820), is simply the most expedient procedural means for *all parties* to resolve whether these asserted lien defenses have any merit. This includes lien claimants who will now only need to submit to discovery related to the asserted lien defenses *once*, which will obviously save time, effort, and cost in pursuit of their ultimate goal of resolving the liens.

Accordingly, the Consolidation Order will not cause substantial prejudice or irreparable harm lien claimants and therefore, we deny removal.

For the foregoing reasons,

IT IS ORDERED that lien claimants' Petition for Removal of the Findings of Fact, Order of Consolidation, Designation of Master File issued on March 30, 2026 by a workers' compensation administrative law judge is **DENIED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE A. ZALEWSKI, CHAIR

I CONCUR,

/s/ JOSEPH V. CAPURRO, COMMISSIONER

PAUL F. KELLY, COMMISSIONER
CONCURRING NOT SIGNING

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

JULY 9, 2026

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

EDWARD KOMBERG, D.C.
SCOTT ROSENWEIG, M.D.
PACHECO & NEACH, P.C.
MOKRI VANIS & JONES, LLP
TESTAN LAW
INNOVATIVE MEDICAL MANAGEMENT
OFFICE OF THE DIRECTOR, ANTI-FRAUD UNIT-OAKLAND

AJF/mc

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

<u>**OPINION ON REMOVAL**</u>

<u>FACTS</u>

Petitioner TRI-CITY HEALTH GROUP; TRI-COUNTY MEDICAL GROUP and KOMBERG CHIROPRACTIC (hereinafter "Lien Claimants") filed a timely verified Petition for Removal on April 20, 2026 to the Order of Consolidation and Stay and Designation of Master File and Notice of Hearing dated 03/30/2026.

The Issues set forth in the basis for Removal are that:
The consolidation order is not warranted because it was granted without a showing of substantial evidence and results in a violation of the Lien Claimants' right to due process, including the right to a fair hearing. Accordingly, reconsideration following a final decision would not provide an adequate remedy.

The matter was heard 03/11/2026 upon the order of the Appeals Board recommendation and orders of 01/20/2026 noting the determinations as to consolidation and stay were to be heard based on specific determinations. "…it is still necessary for the trial judge to "show their work" and provide the legal and factual basis for the *good cause* supporting an order of consolidation for purposes of discovery – especially an order such as this which involves not one allegation of statutory violation, but multiple violations of multiple statutes. In other words, good cause in this context must be based on something tangible that raises *specific* common questions of law and fact and not just any *potential* question of law or fact under a list of statutes with multiple subdivisions. Otherwise, there is a real potential for abuse of the discovery process. Regardless, without the specificity of law and fact sufficient to support the good cause found by the PWCJ to consolidate hundreds of lien claims for the purpose of common discovery between these parties, there can be no meaningful review by the Appeals Board on removal."

At trial on the consolidation issue, the parties went through a significant number of exhibits attached to the various pleadings in this matter. The petitions, objections and the evidence attached to each of these, including declarations attached to each, were reviewed.

The declarations and evidence from those pleadings were separated from the petitions and objections to make references more easily accessible.

DISCUSSION

TIMELINESS OF PETITON FOR REMOVAL

The Judge does not dispute the timeliness of the Petition for Removal.

RECONSIDERATION WILL NOT BE AN ADEQUATE REMEDY

It is true that a petition for reconsideration is not appropriate in this matter. This Order of Consolidation under Title 8, California Code of Regulations Section 10396 (a) (hereinafter § 10396 is interlocutory and is intended to assist in the issues of discovery. The purpose here is to determine whether the cases listed in the order of consolidation are in fact tainted by fraudulent acts.

Code Section 10396 (a) sets forth that "Consolidation of two or more related cases, involving either the same injured employee or multiple injured employees, rests in the sound discretion of the Workers' Compensation Appeals Board. In exercising that discretion, the Workers' Compensation Appeals Board shall take into consideration any relevant factors, including but not limited to the following:

(1) Whether there are common issues of fact or law;

(2) The complexity of the issues involved;

(3) The potential prejudice to any party, including but not limited to whether granting consolidation would significantly delay the trial of any of the cases involved;

(4) The avoidance of duplicate or inconsistent orders; and

(5) The efficient utilization of judicial resources.

The case of *Rymer v. Hagler* (1989) 211 Cal. App. 3d 1171, 1180, as cited by Counsel for Lien Claimant, sets forth the validations for a petition for reconsideration rather than as to whether a petition for reconsideration would not be an adequate remedy. In fact, the judge agrees that a petition for reconsideration would not be the appropriate avenue. The Lien Claimant's filing as a removal is the correct type of pleading.

The Lien Claimant alleges that the consolidation "imposes immediate and ongoing consequences that will shape the entirety of the litigation, including the scope of discovery, the presentation of evidence, and the manner in which the claims are adjudicated." It is true that the consolidation is intended to result in the avoidance of duplicative discovery and inconsistent orders, thereby advocating the efficient use of judicial resources.

However, rather than causing delay, the consolidation would result in streamlining discovery. One deposition, one time, rather than the same person being deposed for each of the hundreds of cases.

Therefore, the common issues of act and law as to whether there were violations could be discovered in a unified discovery rather than case by case.

Further, the potential of prejudice to *any party*, including but not limited to whether granting consolidation would significantly delay the trial of any of the cases involved, with consolidation is actually to the favor of the lien claimant and the carrier.

DID THE WCJ FAIL TO ESTABLISH GOOD CAUSE FOR CONSOLIDATION IN VIOLATIN OF THE APPEAL BOARDS' PRIOR DECISOIN AND REMAND DIRECTIVES

After the determination of the Appeal Boards Orders, the matter was set for hearing. Trial was held specifically on the issue of whether consolidation pursuant to § 10396 was appropriate. At trial, the parties went through a significant number of exhibits attached to the pleading in this matter. The petitions, attached evidence, objections and attached evidence, including declarations attached to each, are reviewed. The declarations and evidence were separated from the petitions and objections to make review more easily accessible.

The Appeals Board directed that "In other words, good cause in this context must be based on something tangible that raises specific common questions of law and fact and not just any potential question of law or fact under a list of statutes with multiple subdivisions." A more precise review of the evidence indicated that there was substantial evidence of common issues of law and fact to result in consolidation. The orders joining the carriers not named as targets of the fraud were ordered withdrawn. However, an order of consolidation was still noted as appropriate to the cases of the carriers targeted in a described fraud scheme.

These carriers were noted as Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, Travelers Insurance, and Zenith Insurance Company. State

Compensation Insurance Fund was also noted as targeted. However, SCIF has not petitioned for joinder or a separate consolidation.

The history of the dismissed criminal case filed against Dr. Komberg was spelled out in the determination. The statements under oath of alleged conspirators were also spelled out.
To set these forth, again, review of the Carrier Exhibits E and F, that is, the Supplemental Plea of Alpa Brown in cases Superior Court, County of Riverside, case number RIF2104842 (Exhibit E), set forth sworn statements of a "business relationship with chiropractor Edward Komberg" It notes Dr. Komberg's ownership of Tri-City Health Group and agreement of SAI/New Age to pay Komberg's employee salaries in exchange of utilizing the SAI/New Age for interpreting services. Further the evidence showed sworn statements that SAI/New Age paid the salaries for some of Edward Komberg's employees. During the course of those agreements, SAI/New Age was responsible for billing insurance companies for interpreting services that originated from patients treated at Edward Komberg' s clinics. Paragraph 10 shows Browns admission is that:

> Between January 1, 2015 and October 22, 2021, I knowingly and with *specific intent committed workers' compensation insurance fraud* through engaging in an illegal kick- back scheme which enabled SAI/ New Age to unlawfully bill and collect payment from workers' compensation insurance carriers for interpreting services at Edward Komberg's clinics. [Emphasis added].

Further, in paragraph 12 of the document, Brown admits:

> I, through SAI/ New Age, presented or caused to be presented a written or oral statement as part of, or in support of or opposition to, a claim over $ 950 pursuant to an insurance policy, knowing that the *statement contained false or misleading information concerning a material fact* from January 1, 2015 through October 22, 2021, to the following insurance carriers: Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, State Compensation Insurance Fund, Travelers Insurance, and Zenith Insurance Company. [Emphasis added].

Further in paragraph 12 of the document, Brown admits:

> Significant and material acts made in furtherance of or preparation for the unlawful agreements and actions of' SAI/ New Age occurred in Riverside County. These acts included telephone communications, translation services, submissions of billings, conversations, and meetings. The acts were in furtherance of all of the unlawful agreements and actions of SAI/New Age and Alpa Brown including the relationships with Curtis Montgomery and Edward Komberg.

Labor Code § 3215 sets forth that it is a crime to offer or receive compensation for referring clients or patients.

The statements set forth in the pleas give rise to common issues of fact as to the issue of whether patients were referred to Lien Claimants in violation of Labor Code Section 139.3, Labor Code Section 3215 and Labor Code Section 139.32 and whether patients were referred from Lien Claimants to ancillary service providers in violation of Labor Code Section 139.3, Labor Code Section 3215 and Labor Code Section 139.32.

The weight of a plea, accepted by Superior Court, carries significant weight.

And, the statements are confirmed by the Supplemental Plea of Shilpa Kapadia (Exhibit F) in the same case:

> My sister, Alpa Brown, and I founded S. A.I. Professional Services, Inc. (hereinafter SAI) in April 2000, and are co- owners. SAI provides interpreting services.
>
> My sister, Alpa Brown, and I founded New Age Translations, Inc.(hereinafter New Age) in 2005, and are co- owners. New Age provides interpreting services.
>
> From approximately 2015 to October 22, 2021, my sister, Alpa Brown, and I engaged in a business relationship with chiropractor Edward Komberg. Komberg owns Tri- City Health Group, Inc., which provides chiropractic and medical services at medical clinics located in La Palma, Long Beach and Los Angeles, CA. SAI/New Age agreed to pay some of Komberg' s employees' salaries and agreed to have SAI/New Age employees (interpreters) perform clerical and transcription services at Komberg' clinics. In exchange, SAI/ New Age would obtain access to provide interpreting services to Tri-City' s patients. This access gave SAI/New Age the ability to bill workers' compensation insurance carriers for interpreting services provided to patients during medical treatment offices visits.
>
> SAI/ New Age paid the salaries for some of Edward Komberg' s employees. Some SAI/ New Age employees (interpreters) provided clerical and transcription services, including drafting PR- 2s, free of charge at Komberg' s clinics.
>
> *Between January 1, 2015 and October 22, 2021, I knowingly and with specific intent committed workers' compensation insurance fraud through engaging in an*

> *illegal kick-back scheme which enabled SAU/New Age to unlawfully bill and collect payment from workers' compensation insurance carriers for interpreting services at Edward Komberg' s clinics*. [Emphasis added].
> I, through SAI/New Age, presented or caused to be presented a written or oral statement as part of, or in support of or opposition to, a claim over $ 950 originating from Edward Komberg' s clinics for payment or other benefit pursuant to an insurance policy, knowing that the statement contained false or misleading information concerning a material fact from January 1, 2015 through October 22, 2021, to the following insurance carriers: Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, State Compensation Insurance Fund, Travelers Insurance, and Zenith Insurance Company.

Essentially, the same statements, sworn under oath, from two parties to Superior Court, County of Riverside, case number RIF2104842, under guidance of attorneys are substantial to indicate a nexus between the billing and liens of the provider and the violations alleged by the carrier. This nexus brings the common issues of law and fact required under §10396.

While the Superior Court Judge dismissed the criminal case as against Edward Komberg, the statements of Alpa Brown and Shilpa Kapadia, two criminally charged persons, made under oath while represented by counsel, seems to provide at least a prima facie good faith basis to consolidate discovery as to the extent of the *alleged acts* of Lien Claimants herein. I do emphasize alleged acts. The parties should have the opportunity to depose Alpa Brown and Shilpa Kapadia to determine whether there were actual facts.

The Lien Claimant is not prejudiced due to do[u]ble jeopardy. The lien claimant would actually have the opportunity to clear the sullied reputation of Dr. Komberg.

Still, the testimony only specified the liens filed in claims against Farmers Insurance, The Hartford, ICW Group Insurance Companies, Liberty Mutual, State Compensation Insurance Fund, Travelers Insurance, and Zenith Insurance Company.

The original Petition for Consolidation was filed on behalf of Farmers. The Hartford, ICW Group Insurance Companies, Liberty Mutual, Travelers Insurance, and Zenith Insurance Company were joined later.

The common issues of fact as to these carriers are now more substantial, clear and real:

(6) Whether patients were referred to Lien Claimants in violation of Labor Code Section 139.3, Labor Code Section 3215 and Labor Code Section 139.32;

(7) Whether patients were referred from Lien Claimants to ancillary service providers in violation of Labor Code Section 139.3, Labor Code Section 3215 and Labor Code Section 139.32; and,

c. Whether Lien Claimants bills and reports contain material misrepresentations in violation of Labor Code Section 3820.

d. Whether there are liens set forth in the cases enumerated in Attachment A that are tied to the real party in interest in this matter.

e. Depending on the discovery related to issues a through c, should any or none of liens in the cases set forth in Attachment A be dismissed.

We cannot know the outcome of discovery if the discovery is not permitted to proceed.

It is within the discretion of the Judge to determine whether there is adequate evidence to commence a consolidation (§10396(a)). Sworn testimony under oath by two witnesses alleging that fraud occurred is sufficient and substantial evidence to raise more than a mere prima facie basis to seek out confirmation of these statements to resolve whether they were violations of the codes set forth in issues a, b and c above.

There is no unexpected harm to the Lien Claimants. In fact, to have the questions addressed to all the liens at once, or one by one in deposition of the witnesses would be best to utilize the judicial processes efficiently. It would afford the Lien Claimants due process and a more rapid defense of their liens.

The cart should not be placed in front of the horse here. The Lien Claimants have had much time to acquire statements from these two self-admitted conspirators.

Counsel for Lien Claimant advises that they were not able to state with specificity further defenses due to the transcript not being available at the time of the writing of the Petition. However, the transcript was filed in EAMS 03/23/2026. The Petition is signed 04/20/2026.

In the meantime, Lien Claimants did not acquire statements contradicting or explaining the purpose of the plea of each of these interpreters. In the transcript, the Lien Claimants state that

the Carrier Counsel has not produced these persons as witnesses at trial. It has been the Lien claimants that have delayed and blocked acquisition of the statements of these witnesses.
It is not unreasonable to take judicial notice of sworn pleas, permitted and accepted by the Superior Court Judge, and seemingly entered into the superior court dockets. These are specific evidence for a prima facie showing that there is a reasonable nexus between the issues set forth in the petition for consolidation and the need for discovery as to whether there are joint defenses to the liens filed by these entities.

As to specific references to case numbers, there was judicial notice of case ADJ6738732 (Carlos Rodriguez). I did not discuss the case in my determination. However, the Lien Claimant states there were not ties noted for any specific case. In case ADJ6738732 there is a lien of Edward Komberg. However, the testimony of lien claimant witness Mr. Heard in the present case goes over the list of liens. He denied that there was a lien by Dr. Komberg. The testimony of Mr. Heard was not substantial on the issue.

It becomes a common issue as to whether there are or were violations of the Labor Codes. It is to the benefit to the court to have joint finding as to whether any of the liens listed may or may not be tainted by these serious allegations within those pleas. Whether the fraud touched the liens at issue is what the consolidation discovery and subsequent trial is to determine.

As the Lien Claimant points out, "By contrast, without consolidation, discovery would necessarily be tailored to each individual claim. Requests would be directed to the specific patient, treatment, billing, and factual circumstances at issue. This ensures that discovery remains focused, relevant, and proportionate. It also preserves the integrity of the adjudicatory process by tying the development of evidence to the actual claims being litigated." It would not be efficient to have to depose the witnesses over and over again. A single deposition of each, applied to each case involved, is much more efficient so that either party may utilize the resulting evidence.

The purpose, again, is not to make determination over all the liens at this time. Rather, the goal is to determine whether there are facts that prove or disprove the allegations of violations of the Labor Code apply to all, some, or none of the liens. Once discovery is complete, the parties can then request termination of the consolidation, advising that the discovery is complete. A new consolidation would be appropriate at that time if the parties wished to utilize the evidence to validate or invalidate the liens. Therefore, the March 30, 2026 Order does not inflict immediate, substantial, and ongoing prejudice on Lien Claimants. In fact, cooperation in united discovery benefits the lien claimants by coming to an earlier resolution rather than having case after case determined over time and with multiple judges.

The Lien Claimant is correct. Each lien arises from a distinct patient, distinct treatment, distinct billing, and a distinct factual record. These are not interchangeable claims. The fact is the discovery is intended to narrow out the good liens from the bad.

The Lien Claimant states "The prejudice is compounded by the practical effect of the Order. The consolidation is accompanied by a stay that effectively halts the adjudication of all affected liens. As a result, Lien Claimants are prevented from pursuing payment for services that were rendered over more than a decade ago." Again, the Lien Claimants could have acquired the statements some time ago. However, the workers' compensation cases were on hold pending the criminal allegations. The WCAB was not brought to bear on the issues until more recently.

Removal is an extraordinary remedy rarely exercised by the Appeals Board. (*Cortez v. Workers' Comp. Appeals Bd.* (2006) 136 Cal.App.4th 596, 599, fn. 5 [71 Cal.Comp.Cases 155]; *Kleemann v. Workers' Comp. Appeals Bd.* (2005) 127 Cal.App.4th 274, 280, fn. 2 [70 Cal.Comp.Cases 133].) The Appeals Board will grant removal only if the petitioner shows that substantial prejudice or irreparable harm will result if removal is not granted. (Cal. Code Regs., tit. 8, former § 10843(a), now § 10955(a) (eff. Jan. 1, 2020); see also *Cortez, supra*; *Kleemann, supra*.) Also, the petitioner must demonstrate that reconsideration will not be an adequate remedy if a final decision adverse to the petitioner ultimately issues. (Cal. Code Regs., tit. 8, former § 10843(a), now § 10955(a) (eff. Jan. 1, 2020).) Here, based upon the WCJ's analysis of the merits of petitioner's arguments, we are not persuaded that substantial prejudice or irreparable harm will result if removal is denied and/or that reconsideration will not be an adequate remedy if the matter ultimately proceeds to a final decision adverse to petitioner.
The Lien Claimant speaks only to the "potential risk". Litigation does hold substantial risks. However, a final determination can only be made once discovery is performed. The Appeals Board

has instructed that the court reconsider whether any potential prejudice will be caused to *the applicants* in the hundreds of cases at issue herein due to section 139.32, subdivision (g)(4). As the issues in SAU9000031 are ordered bifurcated from the cases-in-chief, and further discovery would be necessary to further separate any cases that remain open and affected by the outcome of discovery, it seems that prejudice would not inure to the applicants in the many cases. As it is bifurcated, and determinations are made under the SAU case number, the case in chief is not likely to be affected. The risks to the lien claimant cannot be known until discovery is completed.

Discovery in these many cases is best to be completed by consolidation of discovery.

The Petition for Removal should be denied.

DATE: 04/30/2026

/s Jeffrey Marrone, WCJ
Jeffrey Marrone
WORKERS' COMPENSATION

THIS REPORT AND RECOMMENDATION ON PETITION FOR RECONSIDERATION WAS TRANSMITTED TO THE APPEALS BOARD ON 04/30/2026

/s/ Jeffrey Marrone, PWCJ

Jeffrey Marrone
PRESIDING WORKERS' COMPENSATION JUDGE