

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

CONCEPCION PEREZ, *Applicant*

vs.

**CAL CENTRAL HARVESTING INC.; MEADOWBROOK INSURANCE
GROUP, *Defendants***

**Adjudication Number: ADJ9878584
Los Angeles District Office**

**OPINION AND DECISION
AFTER RECONSIDERATION**

Lien Claimant, Citywide Scanning Services, Inc. petitioned for reconsideration of the Findings and Orders issued by the workers' compensation administrative law judge (WCJ) in this matter on August 6, 2021. In that decision, the WCJ allowed payments to lien claimant for the reasonable value of three of eight copy service invoices submitted for payment at trial and disallowed five of such invoices on the basis of reasonableness and necessity, as well as timely objections by the defendant.

Petitioner, Citywide Scanning Services contends in its petition for reconsideration that the WCJ erred in disallowing three of these invoices, and alleges that the subpoenas and their invoices were reasonable, necessary, and without timely and/or compliant Explanations of Review. Petitioners further request that the WCJ amend his Findings and Orders to include an award for these invoices at the Market Rate, or for the Appeals Board to remand the matter back to trial level for further proceedings.

The WCJ issued a report in which he recommended that the petition for reconsideration be denied.

We granted reconsideration to further study the factual and legal issues presented.

Subsequently, the parties participated in a commissioners' settlement conference at our request and agreed to resolve this matter by stipulation. On August 25, 2022, the parties executed a Stipulation to pay Lien Claimant settling the matter for \$575.00 as full and final settlement of

the dispute. The stipulation, signed by representative Ani Balian for lien claimant, and Theodore Schneider, counsel for defendant, Meadowbrook Insurance, provides as follows:

Lien Claimant, Citywide Scanning Services, Inc. retains an outstanding balance of \$1,026.70, which includes penalty and interest per LC section 4622(a)(1), for the copy services provided in the above referenced case.

Lien Claimant being represented by Ani Balian and Defendant being represented by Theodore Schneider of Bradford and Barthel agree to resolve the above referenced amount for a total sum of \$575.00 as full and final satisfaction of Citywide's lien.

This settlement resolves any and all dates of service for Citywide Scanning Service, Inc. in the case at bar along with all lien matters involving the same.

Payment will be made upon receipt of WCAB approval (Order/Award) of these stipulations.

P&I waived if paid within 30 days from the Order/Award by WCAB.

We conclude that the Stipulations filed by lien claimant and defendant is adequate and should be approved.

Finally, we commend the parties for engaging in good faith negotiations and successfully resolving this matter without the need for further litigation.

For the foregoing reasons,

IT IS ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Findings and Orders issued August 6, 2021, be **RESCINDED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Stipulations of lien claimant Citywide Scanning Service, Inc. and defendant Meadowbrook Insurance, by and through their representatives, executed and filed on August 25, 2022, be **APPROVED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ CRAIG SNELLINGS, COMMISSIONER

I CONCUR,

/s/ MARGUERITE SWEENEY, COMMISSIONER

/s/ KATHERINE A. ZALEWSKI, CHAIR



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

September 6, 2022

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

**CITYWIDE SCANNING SERVICE
LAW OFFICES OF BRADFORD & BARTHEL**

LAS/ara

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