

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

LUPE ELENA LUQUE, *Applicant*

vs.

**COMMERCE CASINO; ARCH INDEMNITY INSURANCE;
administered by GALLAGHER BASSETT, *Defendants***

**Adjudication Number: ADJ15134490
Van Nuys District Office**

**OPINION AND ORDER
GRANTING PETITION FOR
RECONSIDERATION
AND DECISION AFTER
RECONSIDERATION**

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 report, which we adopt and incorporate, we will grant reconsideration, amend Findings of Fact 10 and the Order, and otherwise affirm the findings and order.

For the foregoing reasons,

IT IS ORDERED that reconsideration of the decision of May 30, 2023 is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the Findings and Order of May 30, is **AMENDED** as follows:

FINDINGS OF FACT

Finding of Fact: 10. Because defendants did not fully pay the sum of \$3,245.00 for treatment expenses within 45 days of receipt of lien claimant's billing statements, this amount must be increased by 15% under Labor Code section 4603.2(b)(2), with 10% annual interest from the date defendants received lien claimant's billing statements for treatment. Because defendants did not fully pay the sum of \$2,015.00 for medical-legal expenses within 60 days of receipt of lien claimant's billing statements, this amount must be increased by 10% under

Labor Code section 4603.2(b)(2), with 7% annual interest from the date defendants received lien claimant's billing statements for medical-legal expenses. Because neither party is guilty of bad faith actions or tactics that are solely intended to cause delay, no sanctions or costs are found under Labor Code section 5813. Based on lien claimant's demand of \$10,898.64, which is greater than the amount awarded, not counting interest, Labor Code section 4903.07 does not provide for reimbursement of the lien filing fee.

ORDER

IT IS ORDERED THAT defendants COMMERCE CASINO and ARCH INDEMNITY INSURANCE, administered by GALLAGHER BASSETT SERVICES pay the sum of \$2,015.00 in medical-legal expenses, increased by 10% under Labor Code section 4603.2(b)(2), with 7% annual interest from the date defendants received lien claimant's billing statements for medical-legal expenses, plus \$3,245.00 in treatment costs, increased by 15% under Labor Code section 4603.2(b)(2), with 10% annual interest from the date defendants received lien claimant's billing statements for treatment, to lien claimant SPECTRUM MEDICAL GROUP LOS ANGELES in full and final satisfaction of its lien claim herein. Interest is to be adjusted by and between the parties, with the Board retaining jurisdiction in the event of a dispute.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSEPH V. CAPURRO, COMMISSIONER

I CONCUR,

/s/ KATHERINE WILLIAMS DODD, COMMISSIONER

/s/ JOSÉ H. RAZO, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

August 22, 2023

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

**BERNAL & ROBBINS
SPECTRUM MEDICAL GROUP**

LN/pm

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

REPORT AND RECOMMENDATION
ON PETITION FOR
RECONSIDERATION
OF FINDINGS AND ORDER RE: LIEN CLAIM
OF SPECTRUM MEDICAL GROUP

I

INTRODUCTION

Lien claimant Spectrum Medical Group has, through its representative, filed a timely, verified petition for reconsideration of the May 30, 2023 Findings and Order Re: Lien Claim of Spectrum Medical Group, which found that the lien claimant had provided allowable treatment expenses in the amount of \$3,245.00 and medical-legal expenses in the amount of \$2,015.00, and ordered defendants to pay these amounts. The petition takes no issue with these findings or the amount ordered, and only contends that evidence does not justify the finding that no penalties, interest, sanctions, or costs are owed by defendants. The petition also contends that a reimbursement of the lien filing fee should have been ordered.

At the time that this report and recommendation was prepared, there appeared to be no answer from defendants.

II

FACTS

Based on the un rebutted medical expert opinions of Dr. Amin Nia in the report dated October 19, 2021, admitted into evidence as Lien Claimant's 4, it was found that Lupe Elena Luque, while employed as a cashier at Los Angeles, California by Commerce Casino during the period March 14, 2018 to March 14, 2020, at which point applicant was 60 years of age, sustained injury arising out of and in the course of employment to her back, right shoulder blade, left thumb, and left middle finger. No other body parts were found to be injured on an industrial basis by Dr. Nia, and he specifically deferred any opinion on causation as to non-orthopedic body parts. There was no rebuttal evidence

to suggest that Dr. Nia's opinions are based upon an incorrect history or otherwise lack medical probability.

The post-termination defense set forth in Labor Code section 3600(a)(10) was found to be inapplicable under subsection (D), because mere knowledge of symptoms, without knowledge of compensable disability sustained by a cumulative mechanism of injury, is insufficient to establish in this case that the date of injury for a cumulative under Labor Code 5412 is prior to the date of termination of employment (*State Compensation Insurance Fund v. Workers' Comp. Appeals Board (Rodarte)* (2004) 119 Cal.App.4th 998, I 005-1006 [69 Cal. Comp. Cases 579]). For the same reason, a statute of limitations defense under Labor Code section 5400 or 5405 was also found to be inapplicable, because the date of injury in this case has not been proven to be any earlier than the first date on which applicant was advised by an attorney or physician of compensable disability sustained by a mechanism of industrial cumulative trauma, which appears to be the date of the application herein, September 8, 2021, which was formulated with the assistance of legal counsel.

Based on the stipulations of the parties at lien trial, it was found that at the time of injury, the employer's workers' compensation carrier was Arch Indemnity Insurance, administered by Gallagher Bassett Services, and the primary treating physician was Dr. Amin Nia. The parties also stipulated that applicant Lupe Elena Luque's claims were resolved with language acknowledging that the claim was denied, and it is found based on the notice of denial admitted as both Lien Claimant's 11 and Defendant's A that the claim was in fact denied as of September 30, 2021, the date of defendants' notice of denial. Because the claim was fully denied, it was found that applicant was permitted to self-procure treatment outside of any Medical Provider Network (MPN) after September 30, 2021. The September 15, 2021 offer of medical treatment, admitted as Defendant's L, was terminated and withdrawn by the denial notice of September 30, 2021, so the only period within which applicant would have been required to treat within the MPN would have been from September 15, 2021 to September 30, 2021. However, none of the dates of service billed by lien claimant Spectrum Medical Group

herein fell before or within this period of time.

It was further found that Dr. Nia's un rebutted report of October 19, 2021 constitutes a medical-legal expense under Labor Code section 4620, because it is evidence that proves injury arising out of and in the course of employment on a contested claim that was denied on September 30, 2021.

The Department of Consumer Affairs Fictitious Name Permit admitted as Lien Claimant's 14 says "Valid Until: 12/31/2022," which indicates that lien claimant Spectrum Medical Group did in fact have a fictitious business name permit. The printouts admitted as Defendant's G and H appear to be some kind of unauthenticated purported search results of Medical Board and Chiropractic Board records, indicating status as of March 10, 2022, which is after all billed dates of service herein and therefore does not prove that the lien claimant lacked such a fictitious name permit on the dates of service for which payment was ordered.

Based on the Requests for Authorization (RFAs) admitted as Lien Claimant's 8, it was found that they appear to have been transmitted to defendants without any timely response in the form of utilization review or deferral thereof in a form that complies with Title 8 of the California Code of Regulations, section 9792.9(b)(1)(A)-(E). Based on the lack of timely utilization review and *Dubon World restoration, Inc.* (2014) 79 Cal. Comp. Cases 1298 (Appeals Board en banc) and the Medical Treatment Utilization Schedule (MTUS) incorporating the ACOEM Low Back Disorders Guideline of February 13, 2020 and the ACOEM Shoulder Disorders Guideline of August 1, 2016, it was found that the treatment requested in the RFAs is reasonable and necessary.

Based on the Explanations of Review (EORs) admitted as Defendant's B, C, D, E, and F, which included dates of receipt of billing and dates the EORs were issued, it was found that defendants timely responded to billing statements with which explained that defendants had fully denied the claim and claim of medical-legal expenses. Because these EORs denied payment for reasons other than

reasonableness and necessity or amounts billed, a request for Second Bill Review (SBR) was not required in response to these EORs. Labor Code section 4602.3(e)(2) terminates liability for further payment unless an SBR is requested within 90 days "[i]f the only dispute is the amount of payment." In this case, the amount of payment is not the only dispute.

Using the applicable fee schedules in Title 8 of the California Code of Regulations, sections 9789.10 et seq. and 9795, and the unrebutted bill review admitted as Lien Claimant's 3, it was found that lien claimant Spectrum Medical Group is entitled to payment in the amount of \$2,015.00 for medical-legal expenses and \$3,245.49 for treatment expenses. There was no other opinion in evidence regarding the fee schedule value, as defendants' EORs simply zeroed out all sums based upon the denied status of the claim.

Because defendants' EORs appeared to be timely, no penalties or interest were found or ordered under Labor Code sections 4602.3(6)(2) or 4622. Because neither party appeared to be guilty of bad faith actions or tactics that are frivolous or solely intended to cause delay, no sanctions or costs were found or ordered under Labor Code section 5813. Lien claimant Spectrum Medical Group filed a timely, verified petition for reconsideration that focuses exclusively on whether the evidence supports the finding of no basis for penalties, interest, or sanctions against defendants, and the petition also asserts that defendants should have been ordered to reimburse the \$150.00 lien filing fee paid by the lien claimant.

III

DISCUSSION

Under Labor Code Section 5904, "[t]he petitioner for reconsideration shall be deemed to have finally waived all objections, irregularities, and illegalities concerning the matter upon which the reconsideration is sought other than those set forth in the

petition for reconsideration." Accordingly, it is unnecessary to discuss here the myriad issues that were raised at lien trial regarding the compensability of the lien for medical and medical-legal expenses, nor the amount that was found and ordered, except to the extent that these considerations are relevant to the issues raised by the petition regarding penalties, interest, sanctions, costs, and reimbursement of the lien filing fee.

A. Labor Code Section 4603.2

The petition contends that ordered treatment expenses of \$3,245.00 should have been increased by 15%, with 10% annual non-compounding legal interest from the date each bill was first received, under California Labor Code section 4603.2(b)(2), which provides as follows:

(2) Except as provided in subdivision (d) of Section 4603.4, or under contracts authorized under Section 5307.11, payment for medical treatment provided or prescribed by the treating physician selected by the employee or designated by the employer shall be made at reasonable maximum amounts in the official medical fee schedule, pursuant to Section 5307.1, in effect on the date of service. Payments shall be made by the employer with an explanation of review pursuant to Section 4603.3 within 45 days after receipt of each separate itemization of medical services provided, together with any required reports and any written authorization for services that may have been received by the physician. If the itemization or a portion thereof is contested, denied, or considered incomplete, the physician shall be notified, in the explanation of review, that the itemization is contested, denied, or considered incomplete, within 30 days after receipt of the itemization by the employer. An explanation of review that states an itemization is incomplete shall also state all additional information required to make a decision. A properly documented list of services provided and not paid at the rates then in effect under Section 5307.1 within the 45-day period shall be paid at the rates then in effect and increased by 15 percent, together with interest at the same rate as judgments in civil actions retroactive to the date of receipt of the itemization, unless the employer does both of the following:

(A) Pays the provider at the rates in effect within the 45-day period.

(B) Advises, in an explanation of review pursuant to

Section 4603.3, the physician, or another provider of the items being contested, the reasons for contesting these items, and the remedies available to the physician or the other provider if the physician or provider disagrees. In the case of an itemization that includes services provided by a hospital, outpatient surgery center, or independent diagnostic facility, advice that a request has been made for an audit of the itemization shall satisfy the requirements of this paragraph.

An employer's liability to a physician or another provider under this section for delayed payments shall not affect its liability to an employee under Section 5814 or any other provision of this division.

As mentioned above, because defendants' EORs appeared to be timely, no penalties or interest were found or ordered under Labor Code section 4602.3(6)(2). However, subsection 4602.3(b)(2)(A) expressly requires that the only way to avoid the 15% increase and 10% interest on medical treatment bills is to fully pay them at maximum fee schedule rates, irrespective of any objections to payment. If the legislature had intended to exempt portions of the bill that were unpaid and contested from the increase and interest, it could have easily added the words, "any uncontested amounts" to this subsection. Section 4603.4(d), which is referenced in section 4692.3(6)(2), does in fact state that "[i]f the billing is contested, denied, or incomplete, payment shall be made with an explanation of review of any uncontested amounts within 15 working days after electronic receipt of the billing, and payment of the balance shall be made in accordance with Section 4603.2." Thus, the payment referred to in section 4603.2(b)(2)(A) must refer to the entire balance, including contested amounts, which is to be fully paid at applicable rates, and if not fully paid, a 15% increase and 10% interest will apply,

Since the sum ordered to be paid by defendants for medical treatment was not fully paid within 45 days of their receipt of the billing statements, section 4603.2(b)(2)(A) requires a 15% increase and legal interest of 10% per annum from

the date the billing statements were first received, and the order should be amended to include this.

B. Labor Code Section 4622

California Labor Code section 4622(a) provides, in relevant part, as follows:

All medical-legal expenses for which the employer is liable shall, upon receipt by the employer of all reports and documents required by the administrative director incident to the services, be paid to whom the funds and expenses are due, as follows:

(a) (1) Except as provided in subdivision (b), within 60 days after receipt by the employer of each separate, written billing and report, and if payment is not made within this period, that portion of the billed sum then unreasonably unpaid shall be increased by 10 percent, together with interest thereon at the rate of 7 percent per annum retroactive to the date of receipt of the bill and report by the employer. If the employer, within the 60-day period, contests the reasonableness and necessity for incurring the fees, services, and expenses using the explanation of review required by Section 4603.3, payment shall be made within 20 days of the service of an order of the appeals board or the administrative director pursuant to Section 4603.6 directing payment.

(2) The penalty provided for in paragraph (1) shall not apply if both of the following occur:

(A) The employer pays the provider that portion of his or her charges that do not exceed the amount deemed reasonable pursuant to subdivision (e) within 60 days of receipt of the report and itemized billing.

(B) The employer prevails.

Although section 4622(a)(2)(A) only requires payment of "that portion of his or her charges that do not exceed the amount deemed reasonable pursuant to subdivision (e)" (subsection (e) requires an explanation of review as described in section 4603.3), subsection (B) clearly requires a 10% increase with 7% annual interest unless "[t]he employer prevails."

Since the sum ordered to be paid by defendants for medical-legal expenses was not fully paid within 60 days of their receipt of the billing statements, section 4622(a)(2)(B)

requires a 10% increase and 7% annual interest from the date the billing statements for medical-legal services were first received, and the order should be amended to include this.

C. Labor Code Section 5813 and Rule 10786(e)

Labor Code section 5813 provides that "[t]he workers compensation referee or appeals board may order a party, the party's attorney, or both, to pay any reasonable expenses, including attorney's fees and costs, incurred by another party as a result of bad-faith actions or tactics that are frivolous or solely intended to cause unnecessary delay."

The petition cites California Code of Regulations, title 8, section 10786(e) (formerly section 10451.1) as grounds for its position that sanctions, and sanctions-based costs, were required by the evidence at trial. Rule 10786(e) through (i) provides as follows:

(e) A defendant shall be deemed to have waived all objections to a medical-legal provider's billing, other than compliance with Labor Code sections 4620 and 4621, if:

- (1) The provider submitted a properly documented billing to the defendant and, within 60 days thereafter, the defendant failed to serve an explanation of review (EOR) that complies with Labor Code section 4603.3 and any applicable regulations adopted by the Administrative Director; or
- (2) The defendant failed to make payment consistent with an explanation of review (EOR) that complies with Labor Code section 4603.3 and any applicable regulations adopted by the Administrative Director; or
- (3) The provider submitted a timely and proper request for a second review to the defendant and, within 14 days thereafter, the defendant failed to serve a final written determination that complies with any applicable regulations adopted by the Administrative Director; or

(4) The defendant failed to make payment consistent with a final written determination that complies with any applicable regulations adopted by the Administrative Director.

Subsections (f) through (i) of Rule 10886, while not cited in lien claimant's petition, are also informative:

(f) A defendant shall be deemed to have waived any objections to a medical-legal provider's billing, other than the amount payable pursuant to the fee schedule(s) in effect on the date the services were rendered and compliance with Labor Code sections 4620 and 4621, if the provider submitted a timely objection to the defendant's EOR regarding a dispute other than the amount payable and the defendant failed to file and serve a petition for determination of medical-legal expenses and a Declaration of Readiness as required by Labor Code section 4622 and subdivision (a) of this rule.

(g) A medical-legal provider's bill will be deemed satisfied, and neither the employee nor the employer shall be liable for any further payment, if the defendant issued a timely and proper EOR and made payment consistent with that EOR within 60 days after receipt of the provider's written billing and report and the provider failed to make a timely and proper request for second review in the form prescribed by the Rules of the Administrative Director within 90 days after service of the EOR.

(h) A medical-legal provider will be deemed to have waived any objection based on the amount payable under the fee schedule(s) in effect on the date the services were rendered if; within 14 days after receipt of the provider's request for second review, the defendant issued a timely and proper final written determination and made payment consistent with that determination and the provider failed to request IBR within 30 days after service of this second review determination.

(i) Bad Faith Actions or Tactics:

(1) If the Workers' Compensation Appeals Board determines that, as a result of bad faith actions or tactics, a defendant failed to comply with the requirements, timelines

and procedures set forth in Labor Code sections 4622, 4603.3 and 4603.6 and the related Rules of the Administrative Director, the defendant shall be liable for the medical- legal provider's reasonable attorney's fees and costs and for sanctions under Labor Code section 5813 and rule 10421. The amount of the attorney's fees, costs and sanctions payable shall be determined by the Workers' Compensation Appeals Board; however, for bad faith actions or tactics occurring on or after October 23, 2013, the monetary sanctions shall not be less than \$500.00. These attorney's fees, costs and monetary sanctions shall be in addition to any penalties and interest that may be payable under Labor Code section 4622 or other applicable provisions of law, and in addition to any lien filing fee, lien activation fee or IBR fee that, by statute, the defendant might be obligated to reimburse to the medical-legal provider.

(2) If the Workers' Compensation Appeals Board determines that, as a result of bad faith actions or tactics, a medical-legal provider has improperly asserted that a defendant failed to comply with the requirements, timelines and procedures set forth in Labor Code sections 4622 and 4603.6 and the related Rules of the Administrative Director, the medical-legal provider shall be liable for the defendant's reasonable attorney's fees and costs and for sanctions under Labor Code section 5813 and rule 10421. The amount of the attorney's fees, costs and sanctions payable shall be determined by the Workers' Compensation Appeals Board; however, for bad faith actions or tactics occurring on or after October 23, 2013, the monetary sanctions shall not be less than \$500.00.

In this case, defendants' payments were consistent with its EORs and objections, and even though the sum of \$3,245.00 was ultimately found to be allowable as medical expenses and the sum of \$2,015.00 as medical-legal expenses, there were a number of legal issues that justified the defendants seeking a judicial determination, and the undersigned found that defendants were not engaging in bad-faith actions or tactics that were frivolous or solely intended to cause delay. Unlike the provisions of Labor Code sections 4603.2(b)(2) and 4622(a), which require that an increase and interest be added to any unpaid amounts that are later found to be payable, the application of section 5813

should be discretionary and reserved for cases where there is no arguably meritorious defense. It is not tantamount to the so-called "English rule" that the losing party automatically pays the other party's legal costs.

The post-termination and statute of limitation defenses raised by defendants required an analysis of the date of injury of the cumulative under Labor Code 5412, which was found to be the first date on which applicant was advised by an attorney or physician of compensable disability sustained by a mechanism of industrial cumulative trauma, but an earlier date could have been argued in good faith based on the existence of symptoms that applicant arguably should have correlated with work activities. It is also within the realm of reasonable argument that Dr. Nia's report of October 19, 2021, while unrebutted and offered in support of a denied claim, was insufficiently substantial to constitute a medical-legal expense under Labor Code section 4620, which is not a waivable defense. Although a Medical Board record indicating the cancellation of Spectrum Medical Group, Inc.'s fictitious name permit FNP 35306 as of March 10, 2022 happens to be after all billed dates of service herein, it does legitimately raise concerns. Furthermore, as cited in the opinion on decision, the EORs admitted as Defendant's B, C, D, E, and F, which include dates of receipt of billing and dates the EORs were issued, show that defendants timely responded to billing statements by explaining that defendants had fully denied the claim and accordingly refused payment for treatment and medical-legal expenses. For these reasons, it was found that defendant is not guilty of bad faith actions or tactics that are frivolous or solely intended to cause delay, and accordingly no sanctions or costs were found under Labor Code section 5813 and Rule 10786.

D. Labor Code Section 4903.07

The petition contends that the order should have included reimbursement of lien filing fees.

Labor Code section 4903.07 sets forth the requirements for this:

- (a) A lien claimant shall be entitled to an order or award for reimbursement from the employer of a lien filing fee or lien activation fee, together with interest at the rate allowed on civil judgments, only if all of the following

conditions are satisfied:

(1) Not less than 30 days before filing the lien for which the filing fee was paid or filing the declaration of readiness for which the lien activation fee was paid, the lien claimant has made written demand for settlement of the lien claim for a clearly stated sum which shall be inclusive of all claims of debt, interest, penalty, or other claims potentially recoverable on the lien.

(2) The defendant fails to accept the settlement demand in writing within 20 days of receipt of the demand for settlement, or within any additional time as may be provide by the written demand.

(3) After submission of the lien dispute to the appeals board or an arbitrator, a final award is made in favor of the lien claimant of a specified sum that is equal to or greater than the amount of the settlement demand. The amount of the interest and filing fee or lien activation fee shall not be considered in determining whether the award is equal to or greater than the demand.

(b) This section shall not preclude an order or award of reimbursement of the filing fee or activation fee pursuant to the express terms of an agreed disposition of a lien dispute.

For reimbursement of the lien filing fee, section 4903.07 requires that "a final award is made in favor of the lien claimant of a specified sum that is equal to or greater than the amount of the settlement demand." The statute expressly states that interest is not counted in determining whether the award is equal to or greater than the demand. The demand letter herein, admitted as Lien Claimant's 12, is for \$10,898.64. The amount of the order in favor of lien claimant is \$3,245.00 plus \$2,015.00, or \$5,260.00 total, not counting interest. If a 15% increase is added to the amount ordered for treatment and a 10% increase is ordered to the amount ordered for medical-legal expenses, this brings the total to \$3,731.75 plus \$2,216.50, or \$5,948.25. This is significantly less than the demanded amount of \$10,898.64, so under Labor Code section 4903.07, there is no reimbursement of the lien filing fee.

IV

RECOMENDATION

It is respectfully recommended that the petition be granted, and that paragraph 10 of the May 30, 2023 Findings of Fact be amended to read:

10. Because defendants did not fully pay the sum of \$3,245.00 for treatment expenses within 45 days of receipt of lien claimant's billing statements, this amount must be increased by 15% under Labor Code section 4603.2(b)(2), with 10% annual interest from the date defendants received lien claimant's billing statements for treatment. Because defendants did not fully pay the sum of \$2,015.00 for medical-legal expenses within 60 days of receipt of lien claimant's billing statements, this amount must be increased by 10% under Labor Code section 4603.2(b)(2), with 7% annual interest from the date defendants received lien claimant's billing statements for medical-legal expenses. Because neither party is guilty of bad faith actions or tactics that are solely intended to cause delay, no sanctions or costs are found under Labor Code section 5813. Based on lien claimant's demand of \$10,898.64, which is greater than the amount awarded, not counting interest, Labor Code section 4903.07 does not provide for reimbursement of the lien filing fee.

The Order of May 30, 2023 should be amended to read as follows:

IT IS ORDERED THAT defendants COMMERCE CASINO and ARCH INDEMNITY INSURANCE, administered by GALLAGHER BASSETT SERVICES pay the sum of \$2,015.00 in medical-legal expenses, increased by 10% under Labor Code section 4603.2(b)(2), with 7% annual interest from the date defendants received lien claimant's billing statements for medical-legal expenses, plus \$3,245.00 in treatment costs, increased by 15% under Labor Code section 4603.2(b)(2), with 10% annual interest from the date defendants received lien claimant's billing statements for treatment, to lien claimant SPECTRUM MEDICAL GROUP LOS ANGELES in full and final satisfaction of its lien claim herein. Interest is to be adjusted by and between the parties, with the Board retaining jurisdiction in the event of a dispute.

DATED: July 5, 2023

Clint Feddersen
Workers' Compensation
Administrative Law Judge