

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

SHENGJIE WU, *Applicant*

vs.

**NORDSTROM;
permissibly self-insured, *Defendants***

**Adjudication Number: ADJ19137360
Los Angeles District Office**

**OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION**

We have considered the allegations of the Petition for Reconsideration and the contents of the Report and the Opinion on Decision 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 and the Opinion on Decision, both of which we adopt and incorporate, and for the reasons we discuss 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:

- (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.

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

(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 January 20, 2026 and 60 days from the date of transmission is Saturday, March 21, 2026. The next business day that is 60 days from the date of transmission is Monday, March 23, 2026. (See Cal. Code Regs., tit. 8, § 10600(b).)² This decision is issued by or on Monday, March 23, 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 January 20, 2026, and the case was transmitted to the Appeals Board on January 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 January 20, 2026.

² WCAB Rule 10600(b) (Cal. Code Regs., tit. 8, § 10600(b)) states that:

Unless otherwise provided by law, if the last day for exercising or performing any right or duty to act or respond falls on a weekend, or on a holiday for which the offices of the Workers' Compensation Appeals Board are closed, the act or response may be performed or exercised upon the next business day.

II.

Section 4600 requires the employer to provide reasonable medical treatment to cure or relieve the effects of an industrial injury. (Lab. Code, § 4600(a).) If an employer has established an Medical Provider Network (MPN), the employer is only liable for payment for treatment by a physician from within the employer's MPN, and applicant is generally limited to treating with a physician from within that MPN. (Lab. Code, §§ 4600(c), 4616 et seq.) However, if the employer neglects or refuses to provide reasonably necessary medical treatment, whether through an MPN or otherwise, then an injured worker may self-procure medical treatment at the employer's expense. (Lab. Code, § 4600(a); see *Knight v. United Parcel Service* (2006) 71 Cal.Comp.Cases 1423, 1434 [2006 Cal. Wrk. Comp. LEXIS 323] (Appeals Board en banc) ["an employer or insurer's failure to provide required notice to an employee of rights under the MPN that results in a neglect or refusal to provide reasonable medical treatment renders the employer or insurer liable for reasonable medical treatment self-procured by the employee"]; see also *McCoy v. Industrial Acc. Com.* (1966) 64 Cal.2d 82 [31 Cal.Comp.Cases 93 ["the employer is required to provide treatment which is reasonably necessary to cure or relieve the employee's distress, and if he neglects or refuses to do so, he must reimburse the employee for his expenses in obtaining such treatment"].) Where an injured worker seeks entitlement to treatment outside a defendant's MPN, the injured worker holds the burden of proof to show neglect or refusal to provide treatment by the defendant. (See *San Diego Unified Sch. Dist. v. Workers' Comp. Appeals Bd.* (2013) 79 Cal.Comp.Cases 95, 96 (writ den.)) When a lien claimant litigates the entitlement to payment for industrially related medical treatment, the lien claimant stands in the shoes of the injured employee and the lien claimant must prove by a preponderance of the evidence all elements necessary to the establishment of its lien. (*Kunz v. Patterson Floor Coverings, Inc.* (2002) 67 Cal.Comp.Cases 1588, 1592 (Appeals Board en banc.))

AD Rule 9767.12 provides for notification of the MPN as follows:

(a) When an injury is reported or an employer has knowledge of an injury that is subject to an MPN or when an employee with an existing injury is required to transfer treatment to an MPN, a complete written MPN employee notification with the information specified in paragraph (2) of this subdivision, shall be provided to the covered employee by the employer or the insurer for the employer. This MPN notification shall be provided to employees in English and also in Spanish if the employee primarily speaks Spanish.

(Cal. Code Regs., tit. 8, § 9767.12(a)(1).)

For the reasons stated by the WCJ in the Report and Opinion on Decision, we agree that lien claimant failed its burden to prove neglect or refusal to provide reasonably necessary medical treatment.

For the foregoing reasons,

IT IS ORDERED that the Petition for Reconsideration is **DENIED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ ANNE SCHMITZ, DEPUTY COMMISSIONER

I CONCUR,

/s/ JOSÉ H. RAZO, COMMISSIONER

/s/ CRAIG L. SNELLINGS, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

MARCH 23, 2026

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

**AV MANAGEMENT COLLECTION
PHYSICAL REHAB SERVICES
LAW OFFICE OF JENNIFER DRUMMOND**

PAG/kl

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

REPORT AND RECOMMENDATION
ON PETITION FOR RECONSIDERATION

I. INTRODUCTION:

Applicant worked as a retail sales associate, when they alleged to have sustained a cumulative trauma injury during the period 11/30/2022 to 11/30/2023 to the back, spine, spinal cord, and lower extremities including the knee. Defendant denied the alleged injury. The case-in-chief settled by way of a compromise and release settlement agreement approved on 8/12/2024 in the amount of \$8,500.00.

Lien claimant, Physical Rehab Services, is the Petitioner herein, and filed a timely, verified, Petition for Reconsideration (hereinafter, the “Petition”) on 1/7/2026. Petitioner takes issue with this Court’s Findings and Order and Opinion on Decision, dated 12/17/2025. In that Findings, this Court found, amongst other things, that there was no basis to award any reimbursement for the lien claim of Physical Rehab Services, Defendant did timely offer Applicant treatment within their MPN, Applicant improperly obtained the evaluation and treatment with lien claimant, Physical Rehab Services, after being advised of their rights and responsibilities to treat within Defendant’s MPN, there was no basis to award any penalties and interest, and lien claimant was not entitled to reimbursement of the lien filing fee.

Petitioner contends the Court erred in so doing, alleging that the Court should have found that Defendant failed to establish they had MPN control, should have awarded the entirety of the lien claim of \$923.76, and should have awarded penalties, interest, and reimbursement for the lien filing fee to lien claimant. Petitioner alleges that Defendant stipulated it furnished no medical treatment, that Defendant failed to establish MPN control through defective notices, and that this Court improperly admitted two of Defendant’s exhibits into evidence.

The parties are hereby on notice pursuant to Labor Code §5909(b)(1) that the case is being transmitted to the Appeals Board concurrently with this Report and Recommendation as of the date of service of this Report and Recommendation indicated below.

II. STATEMENT OF FACTS:

This claim involves a denied cumulative trauma claim plead during a one-year period, as indicated above, to solely orthopedic related complaints. Defendant denied the alleged injury on 7/9/2024 (*Defendant’s Exhibit K*) and maintained that denial until the matter resolved by way of a

compromise and release settlement agreement approved on 8/12/2024. The parties did not utilize the services of any panel QME to help resolve the pending medical dispute regarding injury.

The Court's record indicates that the Applicant filed the claim form with the employer on 4/22/2024 (DWC-1 claim form, EAMS document I.D. number 51443425 served on the employer via US mail on 4/16/2024, EAMS document I.D. number 51443427). Also, on 4/22/2024, Defendant sent two initial contact letters, both dated 4/22/2024, first authorizing Concentra to treat Applicant (*Defendant's Exhibit B*) and second providing Applicant with notice of that authorization and information on how to obtain treatment (*Defendant's Exhibit C*). Applicant's counsel of record was also sent a copy of that notice to Applicant, per the "cc" contained in the letter. On 4/23/2024, Defendant further sent another letter with information to Applicant regarding their rights and responsibilities within the MPN (*Defendant's Exhibit D*) and sent a letter to Applicant's counsel advising them of the same rights and responsibilities (*Defendant's Exhibit E*). On 4/30/2024, Defendant also sent a letter to lien claimant, Physical Rehab Services, advising them of the existence of Defendant's MPN and objecting to any non-MPN treatment (*Defendant's Exhibit F* and *Lien Claimant's Exhibit 3*). On 5/17/2024, Applicant's counsel sent a letter to the employer acknowledging Defendant's MPN and choosing 3 physicians within the MPN that Applicant would be willing to treat with. That same day, on 5/17/2024, Defendant sent an authorization to treat with Applicant's chosen MPN doctor, Dr. Walter Burnham (*Defendant's Exhibit J*).

On 5/30/2024, Applicant was seen by lien claimant, Physical Rehab Services, for evaluation and treatment (*Lien Claimant's Exhibit 4*). Lien claimant issued just one medical report.

On 7/9/2024, Defendant denied the claimed injury (*Defendant's Exhibit K*). On 8/12/2024, the case resolved by way of compromise and release settlement agreement.

Lien claimant, Physical Rehab Services, filed their lien claim on 5/27/2025. On 5/28/2025, lien claimant filed a declaration of readiness to proceed to a lien conference, resulting in a lien conference occurring on 9/11/2025. At that time, the matter was set for lien trial in front of the undersigned WCJ.

That lien trial before the undersigned occurred on 11/20/2025, with the parties indicating they were unable to resolve their pending dispute. After discussion with the parties, the matter was submitted based upon the documentary evidence offered by both parties. The issues identified were injury AOE-COE, the affirmative defense that the claim was barred by post-termination, the lien

claim of Physical Rehab Services, whether MPN treatment was offered to Applicant, whether the treatment provided was reasonable and necessary, whether Applicant was entitled to treat with their elected primary treating physician, penalties and interest, whether Defendant had a valid MPN, whether there was a denial of care entitling Applicant to treat outside of Defendant's MPN, Defendant's knowledge of injury, whether Defendant's notices were compliant and served with a proof of service, and reimbursement for the lien filing fee. At the conclusion of that, the matter stood submitted for decision as of that date.

On 12/17/2025, the Court issued the Findings and Order and Opinion on Decision at issue herein. This court found there was no basis to award any reimbursement for the lien claim of Physical Rehab Services, Defendant did timely offer Applicant treatment within their MPN, Applicant improperly obtained the evaluation and treatment with lien claimant, Physical Rehab Services, after being advised of their rights and responsibilities to treat within Defendant's MPN, there was no basis to award any penalties and interest, and lien claimant was not entitled to reimbursement of the lien filing fee.

On 1/7/2026, Petitioner filed the instant Petition. Petitioner contends that the Court should have found that Defendant failed to establish they had MPN control, awarded the entirety of the lien claim of \$923.76, and awarded penalties, interest, and reimbursement for the lien filing fee.

No response to the Petition has been received from Defendant as of the completion of this Report and Recommendation.

III.DISCUSSION:

A. The stipulation that the employer/carrier furnished no medical treatment is irrelevant to the issues raised by the parties:

Petitioner contends that the “[s]tipulation by the Defendant of failure to provide timely treatment is confirmation of loss of MNP control” (*Petition*, page 3, line 28). This Court disagrees with this allegation.

The stipulation by Defendant that “[t]he employer/carrier has furnished no medical treatment” (*Minutes of Hearing*, dated 11/20/2025, page 2, line 14.5) is simply a recognition that the employer has paid no medical treatment due to Applicant's refusal to accept any of the treatment offered by the employer. All the employer can do is “timely offer” Applicant treatment. The employer cannot force Applicant to accept treatment, as Applicant remains free to reject that treatment and self-procure treatment, if they desire. That is what Applicant did in this case. The

stipulation entered into by Defendant is a recognition of what happened in this case, not a stipulation that the employer offered no medical treatment and certainly not a stipulation that the employer “lost MPN control.” To find otherwise would be a distortion of the facts of the case.

Based upon the above, this Court believes this is not a basis to grant reconsideration of the Court’s Findings.

B. Defendant properly established medical control in this case:

Petitioner contends that both the initial authorization for treatment from Defendant dated 4/22/2024 (*Defendant’s Exhibit B*), authorizing Applicant to treat with Concentra and the authorization dated 5/17/2024 to treat with Applicant’s chosen MPN doctor, Dr. Walter Burnham, after Applicant selected that doctor from the MPN list (*Defendant’s Exhibit J*), were defective and fail to establish MPN control by Defendant. In so doing, Petitioner ignores the additional notices provided by Defendant, advising Applicant of their rights and responsibilities to treat within Defendant’s MPN (*Defendant’s Exhibit D and E*).

Those notices provided by Defendant adequately advise Applicant of their rights and responsibilities to treat within Defendant’s MPN, and Applicant’s attorney’s letter dated 5/17/2024 (*Defendant’s Exhibit I*) is proof that the notices were successful and Applicant was aware of their rights and responsibilities. Petitioner cites, however, to *Wei v. Grand Oak Tree, LLC*, (2024) Cal. Wrk. Comp. P.D. LEXIS 467, in support of their contention that the notices were insufficient. The *Wei* case is a panel case, however, so it is not binding authority, but the holding in that case does support this Court’s findings in the present case. In the *Wei* case, the WCAB took issue with some of the notices provided by Defendant due to the timing of the notices, the failure to provide them to Applicant’s counsel who was just retained, and the uncertainty as to whether Applicant actually received them. The WCAB in *Wei* then assumed that a denial of care must have occurred from those specific facts. The Court concluded with the following succinct analysis:

“The purpose of the notice requirements is so that an injured worker clearly understands that care is available, and applicant's attorneys and the treating physicians understand that defendant will not assume payment for the cost of care outside the MPN.” (*Wei v. Grand Oak Tree, LLC*, (2024) Cal. Wrk. Comp. P.D. LEXIS 467, at page 11)

In the present case, there is no concern that Applicant clearly understands that care is available and how to obtain, as Applicant’s attorney’s letter dated 5/17/2024 (*Defendant’s Exhibit I*) acknowledges both Defendant’s MPN, the doctor’s contained therein, and requests treatment

within in that MPN. Defendant immediately authorized that treatment, by way of letter dated 5/17/2024, by way of authorization to treat with Applicant's chosen MPN doctor, Dr. Walter Burnham, after Applicant selected that doctor from the MPN list (*Defendant's Exhibit J*). Defendant's actions appear reasonable, throughout this case. For whatever reason, which was not explained to this Court through any evidence, Applicant still chose to ignore Defendant's MPN and their rights and responsibilities to obtain treatment therein. Just thirteen (13) days after Applicant attorney's letter dated 5/17/2024, Applicant was evaluated by the lien claimant provider on 5/30/2024 (*Lien Claimant's Exhibit 4*). There was no evidence presented to this Court explaining this and there was certainly no evidence presented establishing a denial of care during this period. This Court cannot assume such a denial of care.

What's more, lien claimant was also put on notice that "defendant will not assume payment for the cost of care outside the MPN" per *Wei*. The employer advised the provider on 4/30/2024 by way of letter and fax (*Lien Claimant's Exhibit 3*) that Defendant had a valid MPN established for Applicant in this case and Defendant would not pay for any treatment for this provider. This is part of lien claimant's own exhibits and was over a month before lien claimant's initial treatment for Applicant. Lien claimant was on notice, and had actual knowledge, of Defendant's MPN control but lien claimant chose to ignore it. This is specifically in violation of the holding in *Wei*, as indicated above.

Based upon the above, this Court believes this is not a basis to grant reconsideration of the Court's Findings.

C. Defendant's exhibits A and J were properly admitted into evidence:

Petitioner claims that "[t]he WCJ admitted Defense exhibit A and J over objection without review, despite...Exhibit A listing the wrong Applicant name; Lack of proof of service of documents on [the] injured worker; prejudicial impact on lien claimant's due process rights" (*Petition*, page 5 to 6). The Court disagrees that any of the above violates lien claimant's due process rights.

As to the objection to Defendant's Exhibit A, this Court could not review the document to determine if it is in fact related to this Applicant if the objection to the admissibility of the evidence was granted. That is why the objection goes to weight, and not admissibility. This Court did not find Defendant's Exhibit A to be relevant for any Findings issued by the Court, so this objection is rendered moot.

As to the objection to Defendant's Exhibit J, the failure to serve the document on Applicant, as opposed to service on this lien claimant, also goes to the weight of the evidence and not admissibility. Lien claimant did not object to the document for failure to serve lien claimant, or their representative, but rather failure to serve Applicant. The failure to include a proof of service for service on Applicant does not render the document inadmissible as to this lien claimant, and certainly does not violate this lien claimant's due process rights.

Based upon the above, this Court believes this is not a basis to grant reconsideration of the Court's Findings.

IV. RECOMMENDATION:

The undersigned WCJ recommends that the lien claimant's Petition for Reconsideration dated 1/7/2026, be denied.

January 20, 2026

Peter M. Christiano
WORKERS' COMPENSATION JUDGE

OPINION ON DECISION

INJURY AOE/COE:

This issue raised by the parties is irrelevant to the pending lien claim dispute for lien claimant, Physical Rehab Services, who provided services only during the delay period of the claim in between the time of notice of the claim being provided to the employer as of 4/22/2024 (DWC-1 claim form, EAMS document I.D. number 51443425 served on the employer via US mail on 4/16/2024, EAMS document I.D. number 51443427) and the denial of the claim by the employer dated 7/9/2024 (*Defendant's Exhibit K*). As a result of this time frame, and as a result of the below Findings, this issue is rendered moot.

POST-TERMINATION AFFIRMATIVE DEFENSE AS A BAR TO THE CLAIM:

Similar to the above, this issue raised by the parties is irrelevant to the pending lien claim dispute Physical Rehab Services, who provided all the services during the delay period of the claim in between the time of notice of the claim being provided to the employer as of 4/22/2024 (DWC-1 claim form, EAMS document I.D. number 51443425 served on the employer via US mail on 4/16/2024, EAMS document I.D. number 51443427) and the denial of the claim by the employer dated 7/9/2024 (*Defendant's Exhibit K*). As a result of this time frame, and as a result of the below Findings, this issue is rendered moot.

LIENS:

Based upon the below Findings, it is Found that there is no basis to award any reimbursement for the lien claim of Physical Rehab Services. Lien claimant shall, therefore, take nothing further from the lien claims filed herein.

WAS MPN TREATMENT OFFERED TO APPLICANT:

Yes, treatment was timely offered to Applicant by Defendant within Defendant's MPN. Pursuant to Defendant's two initial contact letters, both dated 4/22/2024, Defendant authorized Concentra to treat Applicant (*Defendant's Exhibit B*) and provided Applicant with notice of that authorization and information on how to obtain treatment (*Defendant's Exhibit C*). Defendant further advised Applicant of their rights and responsibilities to treat within Defendant's MPN (*Defendant's Exhibit D and E*). Defendant offered treatment, again, on 5/17/2024, by way of

authorization to treat with Applicant's chosen MPN doctor, Dr. Walter Burnham, after Applicant selected that doctor from the MPN list (*Defendant's Exhibit J*).

Based upon the above, it is Found that Defendant did timely offer Applicant treatment within their MPN.

REASONABLE AND NECESSARY TREATMENT:

Based upon all of the Findings herein, this issue is rendered moot.

WHETHER APPLICANT IS ENTITLED TO EVALUATION WITH ELECTED PRIMARY TREATING PHYSICIAN:

No, Applicant may not ignore Defendant's MPN and obtain evaluation and treatment from a non-MPN provider once Applicant has been advised of their rights and responsibilities to treat within Defendant's MPN, as indicated below. Once Applicant has been advised of their rights and responsibilities to treat within Defendant's MPN, lien claimant, standing in Applicant's shoes, has the burden to prove that there was some kind of denial of care that would entitle Applicant to treat outside of that MPN pursuant to the *Knight* decision (*Knight v. UPS* (2006) 71 Cal. Comp. Cases 1423 (en banc)) and pursuant to Labor Code §4616.3(b). As indicated below, there was no showing of any denial of care by Defendant to Applicant. The services of lien claimant, Physical Rehab Services, would be considered self-procured treatment and Defendant is not responsible for reimbursement for those services.

Based upon the above, it is Found that Applicant improperly obtained the evaluation and treatment with lien claimant, Physical Rehab Services, after being advised of their rights and responsibilities to treat within Defendant's MPN.

PENALTIES AND INTEREST PURSUANT TO LABOR CODE §4603(2)(B):

In order to establish that lien claimant is entitled to claim a penalty and interest, lien claimant must first establish entitlement to reimbursement for their charges. As indicated above, there is no basis to award Physical Rehab Services any amounts on the lien claimed. As a result, it is further Found that there is no basis to award any penalties and interest for the lien claim of Physical Rehab Services.

WHETHER DEFENDANT HAS A VALID MPN AND MEDICAL CONTROL:

Whether Defendant's MPN is "valid" is easily verifiable on the Department of Industrial Relations website at the following address: https://www.dir.ca.gov/dwc/mpn/dwc_mpn_main.html.

Defendant's MPN is listed as MPN number 1203 on behalf of the employer, Nordstrom (*Lien Claimant's Exhibit 3*). A quick search of that website indicates that MPN number 1203 is, in fact, valid for Nordstrom, and has been valid from 9/13/2006 through present and continuing through 1/7/2029. This Court can, and does, take judicial notice of this information as listed on the Department of Industrial Relations website. Based upon that easily verifiable search, it is Found that Defendant has a valid MPN.

The Court's file contains the DWC-1 claim form (EAMS document I.D. number 51443425) dated 4/10/2024, with a proof of service dated 4/16/2024 (EAMS document I.D. number 51443427). Service of the claim form was made on the employer via US mail within the state of California. It would be presumed, therefore, that the employer received that claim form on 4/21/2024, which is a Sunday. Receipt by the employer would then fall on Monday, 4/22/2024.

On 4/22/2024, the employer immediately authorized treatment within Defendant's MPN (*Defendant's Exhibit B*) and notified Applicant how to obtain treatment within that MPN (*Defendant's Exhibit C*). On 4/23/2024, the employer further advised Applicant of their rights and responsibilities within that MPN (*Defendant's Exhibit D*) and advised Applicant's counsel of Applicant's rights and responsibilities within that MPN (*Defendant's Exhibit E*). These notices were timely provided to Applicant, based upon the service of the DWC-1 claim form, and were sufficient for Defendant to obtain medical control for the claimed injury. Based upon the above, it is Found that Defendant provided timely and proper MPN notices to obtain medical control for the claimed injury herein.

WHETHER THERE WAS A DELAY OR DENIAL OF CARE ENTITLING APPLICANT TO TREAT OUTSIDE OF DEFENDANT'S MPN:

Once it has been established that Defendant provided timely and proper MPN notices to obtain medical control for the claimed injury, the burden of proof shifts to the lien claimant, standing in Applicant's shoes, to establish that there was a denial of care that would entitle Applicant to

treat outside of that MPN. Here, there was no evidence submitted to the Court establishing any denial of care to Applicant.

It is Found, therefore, that lien claimant, Physical Rehab Services, failed to meet their burden of proof to establish any denial of care that would entitle Applicant to treat outside of Defendant's MPN.

DEFENDANT'S KNOWLEDGE OF INJURY AND COMPLIANCE WITH LABOR CODE §5402(A):

As indicated above, the employer had knowledge of the injury as of 4/22/2024 based upon the filing of the DWC-1 claim form with the employer (EAMS document I.D. number 51443425), which was served on the employer via US mail on 4/16/2024 (EAMS document I.D. number 51443427).

Also as indicated above, the employer immediately authorized treatment within Defendant's MPN (*Defendant's Exhibit B*) and notified Applicant how to obtain treatment within that MPN (*Defendant's Exhibit C*) both on 4/22/2024. This is in compliance with Labor Code §5402(c).

Pursuant to the above, it is Found that the employer had knowledge of the injury as of 4/22/2024 and complied with Labor Code §5402(c) on 4/22/2024.

WHETHER DEFENDANT'S NOTICES AND EXPLANATIONS OF REVIEW ARE COMPLIANT AND SERVED WITH PROOF OF SERVICE:

This issue, as raised and listed by lien claimant, is overly vague and ambiguous to the point that it fails to put Defendant, and the Court, on notice as to the issue that is being raised by the lien claimant. This is a violation of Defendant's due process rights.

To the extent that this issue challenges the MPN notices provided by the employer in this case, this issue is discussed above and is now rendered moot.

ENTITLEMENT TO REIMBURSEMENT FOR LIEN FILING FEE:

Pursuant to Labor Code §4903.07:

“(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 provided 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.”

In this case, and pursuant to the above Findings, lien claimant, Physical Rehab Services, has failed to establish any entitlement to reimbursement for their lien claim filed herein. It is Found, therefore, that lien claimant, Physical Rehab Services, is not entitled to reimbursement of the lien filing fee as they failed to meet the requirements of Labor Code §4903.07(a)(3).

December 15, 2025

Peter M. Christiano

**WORKERS' COMPENSATION
ADMINISTRATIVE LAW JUDGE**