

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

CRISTINA SOSA, *Applicant*

vs.

**THE SWIMWEAR; STAR INSURANCE COMPANY, administered by ILLINOIS
MIDWEST INSURANCE AGENCY, LLC, *Defendants***

**Adjudication Number: ADJ9182040
Pomona District Office**

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

Copy service Supreme Copy Service, Inc. (Supreme Copy) seeks reconsideration of the May 27, 2026 Findings and Order, wherein the workers' compensation administrative law judge (WCJ) found that Supreme Copy is not a valid cost petitioner and must instead pursue reimbursement of its charges via lien filing.

Supreme Copy contends that it may seek reimbursement of its charges via petition for medical-legal expense.

We have not received an answer from any party. The WCJ prepared a Report and Recommendation on Petition for Reconsideration (Report), recommending that the Petition be denied.

We have considered the allegations of the Petition for Reconsideration and the contents of the report of the WCJ with respect thereto. Based on our review of the record, and for the reasons discussed below, we will grant reconsideration, rescind the F&O, and substitute new Findings of Fact that Workers' Compensation Appeals Board (WCAB) Rule 10545 (Cal. Code Regs., tit. 8, § 10545) does not apply to the instant dispute involving medical-legal charges, and that Supreme Copy may pursue reimbursement of its claimed copy service charges via petition for medical-legal expense. We will then return this matter to the trial level for further proceedings.

FACTS

Applicant claimed injury to her neck, left shoulder, left upper arm, left elbow, left forearm, left wrist, left hand, left fingers, back, left knee, and sleep while employed as a bundle maker by defendant The Swimwear from January 1, 2012, to October 17, 2012. Defendant asserted that compensation was barred by a post-termination filing and the statute of limitations. (Compromise and Release, dated June 5, 2015, at para. 9.)

Between January 10, 2014 and April 16, 2015, applicant's attorney issued multiple subpoenas duces tecum through Supreme Copy at various locations, including South Central Family Health Center (Ex. 1); The Swimwear (Ex. 2); Star Insurance Company (Ex. 3); South Central Family Health Center (Ex. 4); Harbor UCLA Medical Center (Ex. 5); Grand Avenue Imaging (Ex. 6); Broadway Radiology, Inc. (Ex. 7); Quest Diagnostics (Ex. 8); Primex Clinical Labs (Ex. 9); Foundation Laboratory (Ex. 10); Labwest (Ex. 11); and Orthopedic Institute for Children (Ex. 12).

The parties resolved the case in chief by way of Compromise and Release approved on June 10, 2015. (Order Approving Compromise and Release, dated June 10, 2015.)

On May 5, 2026, Supreme Copy and defendant proceeded to trial and framed the following issue for decision:

Defendant asserts that Supreme Copy has no standing as a cost petitioner under CCR 10545, Labor Code 4620, and Labor Code 5307.9 and is subject to the filing fee and statute of limitations as a lien claimant. Supreme Copy asserts they are not subject to any requirements of a lien claimant as they are a med-legal cost petitioner. The parties are before the Court regarding various copy services rendered by Supreme Copy.

(Minutes of Hearing dated May 6, 2026, at p. 2:11.)

Neither party offered testimony, and the WCJ ordered the matter submitted for decision on the documentary record.

On May 27, 2026, the WCJ issued the F&O, determining in relevant part that "Supreme Copy is not a valid cost petitioner and must instead pursue their reimbursement via a lien, subject to the duties, burdens and requirements of a lien claimant." (Finding of Fact No. 3.) The WCJ observed that Workers' Compensation Appeals Board Rule 10545 (Cal. Code Regs., tit. 8, § 10545) is only available to an employee or the dependent of a deceased employee, a defendant, or an interpreter for services other than those rendered at a medical treatment appointment or

medical-legal examination. (Cal. Code Regs., tit. 8, § 10545(a).) Because Supreme Copy was not an employee, defendant, or interpreter, the WCJ reasoned that Supreme Copy could not pursue reimbursement for its claimed copy services via cost petition. (Opinion on Decision, at p. 1.)

Supreme Copy’s Petition contends the WCJ erroneously raised the applicability of WCAB Rule 10545 as an issue at trial, that its charges are medical-legal in nature, and that it has the option to pursue reimbursement of its charges either through the filing of a lien or by utilizing the dispute resolution procedures described in WCAB Rule 10786. (Petition, at p. 5:21; Cal. Code Regs., tit. 8, § 10786.)

DISCUSSION

I.

Up through July 1, 2024, petitions for reconsideration were subject to former Labor Code¹ section 5909, which 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.)

During the period from July 2, 2024 through June 30, 2026, petitions for reconsideration were subject to former section 5909, which stated 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.
 - (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) (in effect from July 2, 2024 through June 30, 2026), 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.”

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

Here, according to Events, the case was transmitted to the Appeals Board on June 26, 2026, and 60 days from the date of transmission is August 25, 2026. This decision is issued by or on August 25, 2026, so that we have timely acted on the petition as required by section 5909(a) (in effect from July 2, 2024 through June 30, 2026).

Section 5909(b)(1) (in effect from July 2, 2024 through June 30, 2026) 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) (in effect from July 2, 2024 through June 30, 2026) 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 June 26, 2026, and the case was transmitted to the Appeals Board on June 26, 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) (in effect from July 2, 2024 through June 30, 2026), because service of the Report in compliance with section 5909(b)(2) (in effect from July 2, 2024 through June 30, 2026) provided them with actual notice as to the commencement of the 60-day period on June 26, 2026.

II.

Supreme Copy contends that its charges are medical-legal in nature, and that it may pursue reimbursement of those charges either by the filing of a lien or through the procedures described in WCAB Rule 10786. (Cal. Code Regs., tit. 8, § 10786.) We agree.

Section 4620(a) defines a medical-legal expense as a cost or expense that a party incurs “for the purpose of proving or disproving a contested claim.” (Lab. Code, § 4620(a).) Copy service fees are considered medical-legal expenses under section 4620(a). (*Cornejo v. Yunique Cafe, Inc.* (2015) 81 Cal.Comp.Cases 48, 55 [2015 Cal. Wrk. Comp. LEXIS 160] (Appeals Board en banc); *Martinez v. Terrazas* (2013) 78 Cal. Comp. Cases 444, 449 [2013 Cal. Wrk. Comp. LEXIS 69] (Appeals Board en banc).)

As we observed in our 2019 en banc decision in *Colamonico v. Secure Transportation* (2019) 84 Cal.Comp.Cases 1059 [2019 Cal. Wrk. Comp. LEXIS 111] (Appeals Board en banc):

Lien claimant's initial burden in proving entitlement to reimbursement for a medical-legal expense is to show that a "contested claim" existed at the time the service was performed. Subsection (b) sets forth the parameters for determining whether a contested claim existed. (§ 4620(b).) Essentially, there is a contested claim when: 1) the employer knows or reasonably should know of an employee's claim for workers' compensation benefits; and 2) the employer denies the employee's claim outright or fails to act within a reasonable time regarding the claim. (§ 4620(b).)

(*Id.* at p. 1062.)

Section 4622 details a specific process for addressing and resolving claims of medical-legal expense. (Lab. Code, § 4622(b).) The process involves a first and second review of the charges and specifies the shifting responsive requirements for both the provider and the employer at each step of the process. (*Ibid.*)

A medical-legal provider seeking reimbursement has a dual remedy available to them. A medical-legal provider may elect to pursue reimbursement of its charges through the filing of a lien. (Lab. Code, § 4903(b) ["[T]he liens that may be allowed hereunder are as follows ... (b) The reasonable expense incurred by or on behalf of the injured employee ... and to the extent the employee is entitled to reimbursement under Section 4621, medical-legal expenses as provided by Article 2.5 (commencing with Section 4620) of Chapter 2 of Part 2, except those disputes subject to independent medical review or independent bill review"].)

Here, the WCJ has applied an analysis of WCAB Rule 10545 to Supreme Copy's charges. However, by its own terms, WCAB Rule 10545 applies to a petition seeking reimbursement of an expense or payment for service *that is not allowable as a lien* against compensation under section 4903. Because medical-legal expenses are specifically allowed as a lien under section 4903, Rule 10545 is inapplicable to the instant claim of medical-legal expense.

In addition to filing a lien for medical-legal expense under section 4903, a medical-legal provider may also elect to utilize the dispute resolution procedures set forth in WCAB Rule 10786. (Cal Code Regs., tit. 8, § 10786.) The Rule is designed to assist the parties to a medical-legal dispute with a clear path to resolution, including specific responsibilities for each party at various stages of the resolution process. The Rule requires that a defendant file a Declaration of Readiness to proceed within 60 days of objecting to a denial of all or a portion of medical-legal provider's

billing pursuant to section 4622(c). (Cal Code Regs., tit. 8, § 10786(a).) In the event that the defendant does not timely request a hearing, the medical-legal provider may thereafter do so. (*Id.*, subd. (b).) WCAB Rule 10786 provides specific conditions under which a defendant's objection to the billing may be waived, and under what circumstances a provider's bill will be deemed fully satisfied. (*Id.*, subd. (e), (f), (g), & (h).) Rule 10786 does not require the filing of a lien as a precondition to seeking reimbursement of medical-legal expenses.

Accordingly, we will grant reconsideration, rescind the F&O, and substitute new Findings of Fact that WCAB Rule 10545 is not applicable to the current dispute and that Supreme Copy may pursue reimbursement of its claimed charges using the procedures described in WCAB Rule 10786. We will then return this matter to the WCJ for further proceedings consistent with this opinion. We express no opinion as to the merits of Supreme Copy's claim for reimbursement.

For the foregoing reasons,

IT IS ORDERED that reconsideration of the decision of May 27, 2026 is **GRANTED**.

IT IS FURTHER ORDERED as the Decision After Reconsideration of the Workers' Compensation Appeals Board that the decision of May 27, 2026 is **RESCINDED**, with the following **SUBSTITUTED** therefor:

FINDINGS OF FACT

1. Cal. Code Regs., tit. 8, § 10545 is not applicable to the current dispute involving claimed medical-legal expense.
2. Medical-legal provider Supreme Copy Service may seek reimbursement of its claimed charges utilizing the procedures described in Cal. Code Regs., tit. 8, § 10786.

WORKERS' COMPENSATION APPEALS BOARD

/s/ JOSÉ H. RAZO, COMMISSIONER

I CONCUR,

/s/ JOSEPH V. CAPURRO, COMMISSIONER

/s/ CRAIG L. SNELLINGS, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

August 24, 2026

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

**SUPREME COPY SERVICE, INC.
WORK COMP RESOLUTIONS, INC.**

SAR/abs

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