

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

MIGUEL DEL RIO, *Applicant*

vs.

**VALLARTA SUPERMARKETS; SAFETY NATIONAL
CASUALTY COMPANY, administered by CORVEL,
*Defendants***

**Adjudication Number: ADJ8293451
Los Angeles District Office**

**OPINION AND DECISION
AFTER RECONSIDERATION**

Cost petitioner, Supreme Copy Service, seeks reconsideration of the Findings and Order (F&O) issued by the workers' compensation administrative law judge (WCJ) on December 31, 2025. The WCJ found, in pertinent part, that defendant timely objected to two invoices of cost petitioner and that cost petitioner did not timely seek a second bill review for those invoices. The WCJ further found that defendant untimely objected to two invoices and awarded costs, including penalties and interest, for those two dates of service.

Cost petitioner contends that the defendant's Explanations of Review ("EOR") were defective and thus cost petitioner was not required to seek a second bill review. Cost petitioner also contends that defendant failed to attach a proof of service to its explanation of review, and that cost petitioner was not required to conduct a second bill review because it never received defendant's objections.

Petitioner requested that the WCJ rescind the Findings of Fact and Orders and issue a finding and order for full payment of the lien.

The WCJ issued a Report and Recommendation recommending that the cost petitioner's petition be denied.

We thereafter granted reconsideration in order to further study the factual and legal issues presented and encouraged the parties to participate in our voluntary mediation program.

Thereafter, the parties advised the Appeals Board that they resolved this matter by agreement. On July 30, 2026, the parties executed and filed a Settlement Agreement dated July 28, 2026, settling the matter for \$1,200.00 as full and final settlement of the dispute. The agreement, executed by both M. Martin for cost petitioner Supreme Copy Services, and R. Vamvulescu, representative of Corvel on behalf of defendant Safety National Casualty Company, provides as follows:

Supreme Copy Services, Inc. agrees to settle the outstanding balance of **\$1520.90** for **\$1,200.00** as full and final for all dates of service including penalties and interest if paid within 30 days.

I agree to settle the balance; including penalties and interest, for \$1,200.00 Payment will be issued within 30 days of me signing this agreement to avoid penalties and interest. If payment is not received within 30 days of the settlement date above, all offers of this settlement will be void.

We conclude that the settlement agreement 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 of Fact and Orders issued December 31, 2025 by a WCJ, be **RESCINDED**.

IT IS FURTHER ORDERED that the Stipulation of lien claimant Supreme Copy Service, Inc. and defendant Safety National Casualty Company, by and through their representatives, filed on July 30, 2026, be **APPROVED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ KATHERINE A. ZALEWSKI, CHAIR

I CONCUR,

/s/ LISA A. SUSSMAN, DEPUTY COMMISSIONER

/s/ PAUL F. KELLY, COMMISSIONER



DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

AUGUST 31, 2026

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

**MIGUEL DEL RIO
STOCKWELL HARRIS
WOOLVERTON WOLSEY
SUPREME COPY SERVICE
GIRON LIONEL**

VSC/md

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