

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

3
4 **ALEJANDRA GONZALEZ,**

5 *Applicant,*

6 **vs.**

7 **THANG VI DUONG, INC.; STATE FARM**
8 **INSURANCE,**

9 *Defendants.*

Case No. **ADJ7626627**
(Van Nuys District Office)

ORDER DENYING
PETITION FOR REMOVAL

10
11 We have considered the allegations of the Petition for Removal and the contents of the Report
12 and Recommendation on Removal (Report) of the workers' compensation administrative law judge
13 (WCJ) with respect thereto. Based on our review of the record, and for the reasons stated in the WCJ's
14 Report, which we adopt and incorporate, we will deny removal.

15 Removal is an extraordinary remedy rarely exercised by the Appeals Board, (*Cortez v. Workers'*
16 *Comp. Appeals Bd.* (2006) 136 Cal.App.4th 596, 600, fn. 5 [71 Cal.Comp.Cases 155, 157, fn. 5];
17 *Kleemann v. Workers' Comp. Appeals Bd.* (2005) 127 Cal.App.4th 274, 281, fn. 2 [70 Cal.Comp.Cases
18 133, 136, fn. 2].) The Appeals Board will grant removal only if the petitioner shows that substantial
19 prejudice or irreparable harm will result if removal is not granted. (Cal. Code Regs., tit. 8, § 10843(a);
20 see also *Cortez, supra*; *Kleemann, supra*.) Also, the petitioner must demonstrate that reconsideration
21 will not be an adequate remedy if a final decision adverse to the petitioner ultimately issues. (Cal. Code
22 Regs., tit. 8, § 10843(a).)

23 Here, for the reasons stated in the WCJ's Report, we are not persuaded that substantial prejudice
24 or irreparable harm will result if removal is denied or that reconsideration will not be an adequate remedy
25 if the matter ultimately proceeds to a final decision adverse to lien claimants.

26 California law provides that the owner of a "trade secret" has a privilege to refuse to disclose it if
27 allowance of the privilege will not tend to conceal fraud or otherwise work injustice. (Evid. Code,

1 § 1060; see also Code Civ. Proc., § 2025.420(b)(13).) Thus, unlike other privileges where protection is
2 absolute, the court has power to order disclosure of a trade secret if necessary to prevent fraud or
3 injustice. (*Bridgestone/Firestone, Inc. v. Superior Court (Rios)* (1992) 7 Cal.App.4th 1384, 1390 (*Rios*).)

4 As the WCJ's Report observes, the Uniform Trade Secrets Act defines what constitutes a "trade
5 secret" under California law. (*Citizens of Humanity, LLC v. Costco Wholesale Corp.* (2009) 171
6 Cal.App.4th 1, 13 (*Citizens*) [disapproved on other grounds in *Kwikset Corp. v. Superior Court* (2011) 51
7 Cal.4th 310, 335.) " 'Trade secret' means information, including a formula, pattern, compilation,
8 program, device, method, technique, or process, that: (1) Derives independent economic value, actual or
9 potential, from not being generally known to the public or to other persons who can obtain economic
10 value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the
11 circumstances to maintain its secrecy." (Civ. Code, § 3426.1(d); see also Evid. Code, § 1061(a)(1).)

12 California case law has established the following procedure for determining a claimed trade secret
13 privilege: (1) the party claiming the privilege has the initial burden of establishing that the information
14 being sought is a protected "trade secret"; (2) thereafter, the party seeking disclosure must make a
15 "particularized" prima facie showing that the information sought is relevant and necessary to the proof
16 of, or defense against, a material element of the case; and (3) the burden then shifts back to the party
17 claiming the privilege to demonstrate why a protective order would not suffice, e.g., permitting restricted
18 disclosure to specified persons and solely for purposes of the lawsuit. (*Rios, supra*, 7 Cal.App.4th at
19 p. 1393; accord: *Citizens, supra*, 171 Cal.App.4th at p. 13.)¹ Additionally, either party may propose or
20 contest less intrusive alternatives to disclosure of the trade secret, but the party claiming the privilege has
21 the burden of demonstrating an alternative to disclosure will not be unduly burdensome to the opposing
22 side "and that it will maintain the same fair balance in the litigation that would have been achieved by
23 disclosure." (*Id.*)

24
25 ¹ When the court is unable to rule on a claim of trade secret privilege without requiring disclosure of the allegedly
26 privileged information, it may require disclosure at an in camera hearing held out of the presence of all persons, other than the
27 person authorized to claim the privilege and those he or she is willing to have present. (Evid. Code, § 915(b).) If the court
upholds the privilege, the in camera proceedings must remain confidential for all purposes, unless a person authorized to
permit disclosure otherwise consents. (*Id.*)

1 With respect to the first step, the party seeking a protective order for a claimed "trade secret"
2 must provide an affidavit or declaration that: (1) lists the declarant's qualifications to give an opinion
3 concerning the alleged trade secret at issue; (2) identifies, without revealing, the alleged trade secret, plus
4 any articles which disclose the alleged trade secret; and (3) presents evidence that the secret qualifies as a
5 "trade secret." (Evid. Code, § 1061(b)(1); *Stadish v. Superior Court* (1999) 71 Cal.App.4th 1130,
6 1144-1145.)

7 Here, lien claimants have not satisfied this first step. Their petition for removal does not even
8 address the Uniform Trade Secrets Act definition of "trade secret" let alone present any evidence that the
9 information they seek to protect qualifies as a "trade secret." To the contrary, all lien claimants' petition
10 does is make vague allegations regarding the business relationships between them and the health care
11 providers with whom they conduct business. (See Petition, at 6:15-7:3.)

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1 For the foregoing reasons,

2 **IT IS ORDERED** that lien claimants' Petition for Removal is **DENIED**.

3 **WORKERS' COMPENSATION APPEALS BOARD**

4  **DEPUTY**
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6 **NEIL P. SULLIVAN**

7 **I CONCUR,**

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11 **KATHERINE ZALEWSKI**

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13 **DEPUTY**
14 **CRISTINE E. GONDAK**

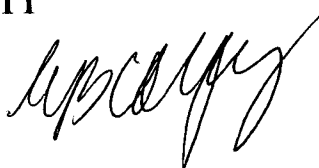


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16 **DATED AND FILED AT SAN FRANCISCO, CALIFORNIA**

17
18 **JUL 08 2014**

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

21 **GOLDMAN, MAGDALIN & KRIKES**
22 **LAW OFFICES OF AINBINDER & PRATT**

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27 **NPS:mm**

STATE OF CALIFORNIA
Division of Workers' Compensation
Workers' Compensation Appeals Board

CASE NUMBER: ADJ7626627

ALEJANDRA GONZALEZ

-vs.-

THANG VI DUONG DDS

**WORKERS' COMPENSATION
ADMINISTRATIVE LAW JUDGE: Lynn Devine**

DATE: 06/18/2014

REPORT AND RECOMMENDATION ON REMOVAL

I. INTRODUCTION

1. Order: 05/15/2014
2. Identity of Petitioner: Lien Claimant's MED RX FUNDING LLC;
PHARMA FINANCE LLC
3. Verification: The petition is verified
4. Timeliness: The petition is timely
5. Date Petition for
Reconsideration filed: 05/23/2014 received 05/27/2014
6. Petitioner contends removal should be granted based on:

Issue

Petitioner alleges that the WCJ's Discovery Orders as to MED RX FUNDING and PHARMA FINANCE to produce documents "...denie(s) their right to maintain a trade secret privilege, resulting in significant prejudice and irreparable harm...if...removal is not granted."

Documents attached to the Petition for Removal in violation of CCR §10842 are discarded and not considered.

IDENTIFICATION OF PARTIES

Due to the listing of many parties who are not lien claimants of record the court will identify those at issue as identified on the face of the Petition for Removal. As the basis for reference the court is utilizing the EAMS lien claimant page which finds that PHARMA FINANCE LLC and MED RX FUNDING SOLUTIONS LLC are liens of record.

The other entities are related by ownership or representation but are not at issue in the matter of the Petition for Removal. These entities, including the management companies, Landmark Medical Management LLC and Healthcare Finance Management LLC, are now all represented by the law firm of AINBINDER PRATT. Only the lien claimants of record appearing on the Petition for Removal, through counsel, are the entities that will have standing to maintain the current action.

II. FACTS

The employer, Thang Duong DDS Inc., was insured by State Farm Insurance who is represented in this action by Goldman Magdalin & Krikes.

The applicant alleges a specific injury as occurring on 3/5/2010 in her application filed by the Law Office of Robin Jacobs on 11/3/2010. The allegation is one of repetitive injury to the upper extremities based on the applicants work as a dental assistant. The actual DWC-1 completed by the applicant on 8/9/2010 indicates a “right wrist fracture. The panel x-ray machine” with subsequent notations made to the right side of the claim form that is not easily deciphered.

By 4/22/2011 Rahil Khan M.D. c/o Virtual Medical Institute had accumulated a lien in the sum of \$7,281.70. The billing documents charges generated between 06/13/2011 concluding 09/15/2000. A duplicate bill has been filed by Western Legal Support.

On 06/27/2011 the applicant apparently filed an additional DWC-1 received by the Van Nuys District Office on 07/25/11 indicating an injury occurring on 3/5/2010 to the right arm, right elbow, right wrist, right hand and right shoulder stating wrist got stuck an x-ray machine right fingers.

On 07/25/2011 applicant’s attorney Robin Jacobs filed an amended application in this matter on behalf of the applicant alleging the parts of body affected were wrist, hand, abdomen, shoulder and multiple others when the applicant’s wrist got stuck in an x-ray machine.

When all these pleadings are reviewed together, it supports that only a specific injury to the right upper extremity is alleged to have occurred when the applicant’s right hand was caught in an x-ray machine on 03/05/2010.

On 7/26/2012 this matter came before WCJ Kitchens who at that time approved a Compromise and Release for the specific injury of 03/05/2010 to the right wrist, right hand, right shoulder, right elbow, right fingers, psyche and internal. The settlement notes that temporary disability was paid in this matter between 05/3/2010 ending 07/15/2012. The settlement was made in the sum of \$6,000. The settlement was predicated upon the AME report of Dr. Green with reports dated 7/14/2011,

1/19/2012 and 3/19/2012. The applicant stipulated in the body of the resolution under section 9 that she did not suffer a cumulative trauma or other specific injuries but for the one that is plead.

On 08/01/2012 the lien claimant Rahil Khan M.D. filed a Declaration of Readiness to Proceed to a lien conference.

On 10/8/2012 Landmark Medical Management filed a notice of lien on behalf of Med RX Funding in the sum of \$6,531. It further disclosed the following pursuant to CCR §10550 (d):

“Purchased AR from DR. Rahil Khan M.D. (compound medication only) pursuant to CCR 10505 (b) (1) Lien claimant and its legal representative hereby designate the preferred and only method for service of any subpoena. Any subpoena shall be personally served on the legal representative at its physical address 4550 Ontario Mills Pkwy., Ontario, CA 91764. All other documents may be served by first-class mail at the address specified in the claim of lien.”¹

The court notes defective service of this document.

On 10/8/2012 Landmark Medical filed a notice of lien on behalf of PharmaFinance in the sum of \$19,598.40. It further disclosed the following pursuant to CCR §10550 (d):

“Reg 10550 (d) purchased AR from Curt’s Compounding Pharmacy pursuant to CCR 10505 (b) (1) Lien claimant and its legal representative hereby designate the preferred and only method for service of any subpoena. Any subpoenas shall be personally served on the legal representative at its physical address of 4550 Ontario Mills Pkwy., Ontario, CA 91764. All other documents may be served by first-class mail at the address specified in the claim of lien”

The court notes defective service of this document.

On 10/17/2012 this matter came before WCJ Velzy at Lien Conference at which time it was noted that lien claimants had failed to provide notice to State Farm Insurance or its attorney of record Goldman Magdalin & Krikes.² WCJ Velzy gave the lien claimants a continuance and the matter was set for 03/20/2013 before WCJ Brown. Western Legal Services was ordered to served notice of the new date.

On 11/19/2012 Industrial Pharmacy Management enters a lien in the amount of \$7,490.88.

On 02/08/2013 defense counsel for State Farm Insurance filed a Petition for an order striking the bill and lien of Rehab Solutions in the sum of \$18,480 as well as a protective order. This was based on

¹ The address designated for service is that of Landmark Medical Management LLC.

² This judge notes that there is also defective service with regards to the Declaration of Readiness to Proceed filed by Rahil Khan MD.

the setting of a deposition of the PMK for Rehab Solutions to have taken place on 01/15/2013.³ Lien claimants response was a letter regarding the lien conference set for 03/27/13 with a proposed settlement of the lien. Coupled with this was lien claimant's own document production demand.

On 03/27/2013 the matter came to a lien conference before WCJ Christiano at which time defendant was apparently served with new billing and the matter was continued. At this conference the liens of Dr. Rahil Khan M.D.,⁴ United Medical Radiology Network and Southern California Sports Rehab were dismissed. The matter was then continued for a lien conference to 09/26/2013 before WCJ Devine.

On 04/26/2013 defense counsel for State Farm Insurance filed a Petition to Compel Deposition of Curtis Hague⁵. Based on the facts set forth an order compelling this deposition issued on 06/12/2013 by the undersigned.

On 06/17/2013 Landmark Medical Management LLC, filed a motion to quash, production demand and alternative protective order. At that time they were the representative of Pharma Finance LLC and Med RX funding LLC. This document was authored by it a person named Norma R. Garner of Landmark Medical Management LLC.

On 07/23/2013 defense counsel for State Farm filed a Petition for Dismissal of the lien of Pharma Finance LLC and objection to the Petition to Quash filed by Landmark Medical Management.

On 07/26/2013 an Order to Show Cause regarding a discovery sanction notice and the matter was set for an OSC on 08/26/2013 so as to provide parties an opportunity to be heard on the discovery dispute and sanctions. The lien conference previously scheduled for 09/26/2013 was canceled.

At the hearing on 08/26/2013 this Court issued Minutes of Hearing and Summary of Evidence reflecting the proceedings at this time wherein Ms. Garner acknowledged that she does not represent the deponent, Curtis Hague nor is there any retainer agreement between the Landmark Medical Management and Curtis Hague.

Ms. Garner represented at that hearing that Pharma Finance and Med RX are owned by the same individuals. She acknowledged at the time the only real party in interest was Pharma Finance. The court, after review of all the pleadings, made a finding that Landmark Medical Management has no standing to oppose or interfere with the deposition of Curtis Hague.

Ms. Garner represented that she is not an attorney and that she copied the pleading objection from something else in the legal department which had issued in a similar matter.

At that time, due to the contrite presentation of Ms. Garner, sanctions were not ordered against Landmark Medical Management.

³ This judge recognizes that defendant has an ongoing discovery dispute with this lien claimant not the subject of this Petition for Removal.

⁴ This dismissal would have included non-compound pharmacy by Dr. Khan.

⁵ The owner of Curt's Compounding Pharmacy

The Order of Deposition for Curtis Hague was affirmed.⁶

The Motion to Quash by Landmark Medical Management was denied.

The Motion for Protective Order was also denied.

At that time the undersigned directed parties to conclude this deposition within 60 days. The matter was then taken off calendar.

On 10/28/2013 Industrial Pharmacy Management filed a petition and request for an order compelling service of the medical record. The request for records was very broad.

On 11/5/2013 defense counsel for State Farm Insurance filed an objection to this request noting defects in service, overbroad with regard to demand for records and/or dates of service involved for services rendered by non-physician lien claimant.

On 11/26/2013 the lien claimant Rehab Solutions e-filed a Declaration of Readiness to Proceed in this matter.⁷ The court notes defective service on parties.

On 12/3/2013 defense counsel for State Farm Insurance files a notice to produce directed to Pharma Finance LLC and Landmark Medical Management.

On 02/20/2014 this matter came again to hearing before WCJ Velzy. At that time there was a joint request for continuance which was set for 05/15/2014 before the undersigned per the order of the Presiding Judge, Linda Morgan.

On 05/15/2014 the matter was set for a Status Conference before the undersigned and several discovery orders issued: one of which was for defendant to serve Industrial Pharmacy Management with specific medical documents to prove up their lien amount of \$7,490.88; one was for medical reports requested by Rehab Solutions for defendant's documents to be to be used for trial; and finally the order at issue on removal which stated:

“Defendant's request the following: 1) any and all documentation in the possession of Med RX Funding LLC evidencing a contract between Med RX Funding LLC and Rahil Khan M.D.; 2) any and all documentation in the possession of Pharma Finance evidencing a contract between Pharma Finance and Curtis Hague and or Curt's Compounding Pharmacy; 3) order that Curtis Hague appear and testify at the next scheduled deposition to be scheduled within 60 days; 4) any and all documentation in the possession of Industrial Pharmacy Management evidencing a contract between Industrial Pharmacy Management and Rahil Khan M.D.”

⁶ Order became final as of 09/21/2013.

⁷ The court is mindful of the prior pending discovery requested by State Farm insurance counsel as against Rehab Solutions.

It is noted that counsel for Curtis Hague, Dolly Hansen, was present and objected to the setting of her client's deposition.⁸ The court found no good cause stated for the objection. Apparently Ms. Hansen was unaware of a prior unappealed order allowing defendant to pursue her client's deposition. There is no legal basis to preclude State Farm Insurance from deposing Curtis Hague.

On 05/29/2014 Ainbinder Pratt filed a timely Petition for Removal. The court notes the proof of service to this document is defective and not in compliance with CCR §10850 as the only lien claimant served was Industrial Pharmacy Management.

III. DISCUSSION

STANDARD FOR REMOVAL

The Workers' Compensation Appeals Board has discretion to remove a case to itself pursuant to *Labor Code* §5310. Removal is an extraordinary remedy granted when the petitioner establishes that substantial prejudice or irreparable harm will result if removal is not granted.⁹ In the present case, lien claimants assert that their rights to maintain a "trade secret privilege" will result in significant prejudice and irreparable harm if removal is not granted.

NATURE OF SUBSTANTIAL PREJUDICE AND/OR IRREPARABLE HARM

The Petition for Removal does not reflect all of the precedent litigation that has bearing on this ongoing discovery dispute. Reading further into the fact section of the petition, on page 3 line 14 states that "... Disclosure of protected documents will result in significant prejudice and irreparable harm to lien claimants..." And further down in the pleading it infers it is based upon a trade secret.

Petitioner contends that disclosure of the documents sought is privileged. The statement that the oral argument of privilege as to trade secret was denied by this judge at the hearing is untrue. The first time this privilege and trade secret claim is made is on appeal in the petition for removal.

Petitioner claims a "trade secret". The court looked at this seriously and noted in the Uniform Trade Secrets Act, hereinafter, UTSA, a trade secret is defined as information including a formula, a pattern, device, method, technique, or process that derives independent economic value, by not being generally known to or readily ascertainable by other persons who might obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. This was enacted by the US government in order to provide standards and remedies for the misappropriation of trade secrets. The federal law on this issue is quite extensive and has many applications as between states and internationally. While the law in this field is very interesting, it is not applicable to the discovery order issued here in.

To protect the privileges usually accorded to "trade secrets" the party claiming the privilege has the burden of establishing its existence. In the case at bar the lien claimants have not done that in its

⁸ That Order had become final

⁹ *Swedlow, Inc. v. Workers' Comp. Appeals Bd. (Smith)* (1983) 48 Cal. Comp. Cases 476; *Hardesty v. McCord & Holdren, Inc.* (1976) 41 Cal. Comp. Cases 111; *Lubin v. Berkeley East Convalescent Hospital* (1976) 41 Cal. Comp. Cases 283.

Petition for Removal. In the event that such were found the burden would then shift to the party seeking the disclosure to show that the information sought is relevant and necessary to the proof of, the defense against or constitutes a material part of an issue before the court such that it would be reasonable to decide that the information is essential to the fair resolution of the lien.¹⁰

Based on the prevalence of this AR purchase practice, in particular with regard to compound pharmacy it is standard operating procedure these days, hence the Board Rule requiring disclosure of asset conveyance which is permitted under some restrictions.

At the hearing alluded to in the Petition for Removal this judge did hear arguments and gave parties several decisions pursuant to their different requests. After hearing the arguments on document production this judge did cite the case of *Dodd v. Cruz* (2014) 223 Cal. App. 4th 933 on the issue of permitted discovery regarding contractual relationships.

Petitioner's argument to distinguish *Dodd* made on page 5 of the Petition for Removal is not the limiting relief that is hoped for nor is it read as narrowly as petitioner would like when considering what may be discoverable versus what may eventually be admissible as evidence.

In reality petitioner is arguing that the purchase of accounts receivable is a "trade secret". There is no basis in law or fact presented in this petition to support this contention.

The lien purchasers are attempting to obtain economic value that constitutes a "middleman markup" beyond the value of the service actually performed by the original provider. It is their intent to profit beyond which the lien claimant who originally held the Accounts Receivable could hope to obtain based on facts and the law. The AR companies have become a cottage industry that now fills the courts with significant and sometimes unnecessary lien litigation on issues, many as such are presented in the instant petition.

The AR companies have responsibilities to cooperate and comply with discovery just as the original provider would have been required to do, including submission to deposition and production of documents. There is no reason that the intervening purchase of the pharmacy AR suddenly relieves the purchaser/lien claimant of its discovery obligations.

Finally, on page 7, petitioner discloses its belief that the requested disclosures would affect its "...ability to survive in a competitive marketplace, and impair its established business relationships..." yet does not specifically state how this would happen. Again the under signed simply does not see how the ordered discovery would constitute substantial prejudice or irreparable harm.

Ordinarily copyright and patent laws are sufficient to protect trade secret information from disclosure none of which exists here. The assertion of this privilege may not be used to hinder the court in determining the truth. Sometimes secret information significant to the operation of a business may have some protection against unnecessary disclosure but it may not be used to conceal fraud. To date no California case has found holding evidence of a trade secret to be privileged.¹¹

¹⁰ *Raymond Handling Concepts Corp. v. Superior Court* (1995) 39 Cal. App. 4th 584, 60 Cal. Comp. Cases 961

¹¹ California Evidence Code §1060 re privilege to protect trade secret.

Petitioner's business relationship is collections. Its business is the purchase of AR at reduced values and then pursuing the right to collection based on the face value claimed by the former pharmacy owner or physician. This is not a "trade secret" and it is not a privileged in so far as the petition fails to articulate.

The layered legal relationships between the entities listed on the face of the pleading is representative of the successors in interest on purchased assets of which only two are subject to the discovery orders at issue and they apparently are owned by the same entity.¹²

This WCJ's order does not result in substantial prejudice or irreparable harm as none has been articulated by lien claimant successor in interest on the purchased asset.

FAILURE TO COMPLY WITH DISCOVERY

Defendant's requests for discovery are legitimate. This court has discovery orders that lien claimants have ignored. Previously defendant had requested a terminating sanction against Rehab Solutions that is still pending. Currently there is no specific rule promulgated that addresses a party's failure to comply with discovery orders such that present in this case by which the judge could order a terminating sanction against the non-complying party.¹³

In *Crawford vs. WCAB* (1989), 213 Cal. App. 3d 156; 259 Cal. Rptr 414; 54 Cal. Comp. Cases 198, this potential was examined and certainly the disregard of a discovery order would reasonably fall within these parameters even without a specific rule directing a terminating sanction:

"... the WCAB is authorized to exercise judicial power in all disputes arising under the Workers' Compensation Act as a constitutional court subject to general legal principles which circumscribe and regulate the judgments of all judicial tribunals and in general has inherent power to control its practice and procedure to prevent frustration, abuse, or disregard of its processes."

In *Idahirma Yero v. Elite Personnel* ADJ3099625 the Premier Medical Management Consolidation, the defendants obtained discovery orders for the production of contracts between Premier physicians and Premier Medical Management as well as the depositions of the principals of Premier Medical Management. Ultimately, after arguments of privilege and appeals were made, the production of documents and depositions were provided to defendants. The discovery issue at bar seems of the same ilk and I see no reason for a different outcome.

¹² Reference statements made by Norma Garner of Landmark Medical Management to the court on 08/26/2013 during an OSC held in this matter.

¹³ *Moran v. Bradford Building Inc.* (1992) (EB) 57 Cal. Comp Cases 273

CONCLUSIONS

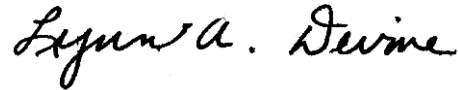
We remain in the throes of an economic crisis in this state that has not dissipated even with the recent changes in the law. Much of the recent legislation was devoted to cost containment. The liens, as those maintained by petitioners, still comprise ongoing debt concerns in workers compensation practice.

Arguments as articulated in the Petition for Removal are not supported in fact or law to shield lien claimants from disclosure of evidence. I do not find good cause to permit lien claimants to obtain orders for their claimed discovery rights while negating those of defendant.

IV. RECOMMENDATION ON PETITION FOR REMOVAL

It is respectfully recommended that the Appeals Board affirm the discovery order and any other guidance that it may believe to be helpful to deal with this recurring issue in lien litigation.

DATE: 06/18/2014



Lynn Devine

WORKERS' COMPENSATION
ADMINISTRATIVE LAW JUDGE