

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

ANTONIO NAVARRO,

*Applicant,*

vs.

19<sup>TH</sup> DISTRICT AGRICULTURAL  
ASSOCIATION, Permissibly Self-Insured;  
(Administered by the CALIFORNIA FAIR  
SERVICES AUTHORITY),

*Defendants.*

**Case Numbers: SBA 82532, 82788**

**Joint Findings and Award and Order**

The Applicant's claims having been submitted for decision, Work. Comp. Admin. Law Judge James M. Bass finds and awards and orders, as follows:

FINDINGS OF FACT

1. Applicant, Antonio Navarro, born 6/13/59, while employed on 9/27/97 and during the period 10/20/96 through 10/20/97 as a maintenance worker at Santa Barbara, California by the 19<sup>th</sup> District Agricultural Association, which was then permissibly self-insured for workers' compensation liability (administered by the California Fair Services Authority) did not sustain injury arising out of and occurring in the course of employment to the low back.

2. The Applicant reasonably incurred medical-legal charges from Preferred Imaging Network, Elmore Smith, M.D., and InterSpanish Communications to prove a contested claim.

3. The documents marked for identification as Defendant's Exhibit "B" are not admissible into evidence.

4. The other issues in this claim are moot.

E. CHARLES MAKI

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AWARD

AWARD IS MADE in favor of ANTONIO NAVARRO, Applicant, against the 19<sup>th</sup> District Agricultural Association, permissibly self-insured for workers' compensation liability (administered by the California Fair Services Authority), Defendant, of:

a. Reimbursement of the medical-legal charges of Preferred Imaging Network, Elmore Smith, M.D., and InterSpanish Communications in exact and reasonable amounts to be informally adjusted by the parties, less credit to the Defendant for such sums as it may have already paid toward these charges.

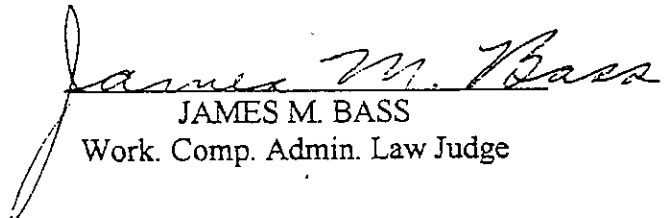
ORDER

With the exception of the medical-legal expenses awarded above, IT IS ORDERED THAT the Applicant take nothing further from the Defendant in these claims.

Dated: 2/8/99

Served by mail on: 2-17-99  
on all parties on the Official Address  
Record.

By: Mary Denny

  
JAMES M. BASS  
Work. Comp. Admin. Law Judge

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

ANTONIO NAVARRO

vs.

19<sup>TH</sup> DIST. AGRICULTURAL  
ASSOCIATION, Permissibly Self-  
Insured; CALIFORNIA FAIR  
SERVICES AUTHORITY

JAMES M. BASS

Work. Comp. Admin. Law Judge

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JOINT OPINION ON DECISION

The exhibits that were admitted into evidence and the testimony that was presented in these claims have been reviewed and considered. The Joint Findings and Award and Order are based on:

1. The stipulations of the parties regarding the issues of age, employment, occupation, and insurance coverage.
2. The testimony presented by Mr. Speake, Mr. Ramirez, and Diana Paluszak. In areas where it conflicted with the Applicant's testimony, the testimony given by Mr. Speake, Mr. Ramirez, and Ms. Paluszak was more convincing and persuasive.
3. The testimony given by the Applicant was internally inconsistent, inconsistent with the testimony of Mr. Speake, Mr. Ramirez, and Ms. Paluszak, and inconsistent with the histories of injury that he gave to the doctors who examined him. For example,
  - a. The Applicant first testified that he told Antonio Ramirez about his injury a few days after it is alleged to have occurred on 9/27/97. He later testified that he didn't tell anyone (other than Mr. Speake on 9/27/97) about his injury until 10/15/97. Still later he testified that he discussed his injury with Mr. Ramirez three or four days after it happened.
  - b. Mr. Ramirez testified that the Applicant did not mention any injury to him until 10/27/97. Mr. Ramirez also testified that the Applicant continued to perform his normal duties after his claimed injury on 9/27/97 and that the Applicant did not exhibit any signs of having had an injury.
  - c. The Applicant testified at the trial hearing that he was not asked on the forms that he was given by Medi-Center whether he had ever received, or had pending, a compensation award or pension for a work-connected injury or illness. That testimony is not consistent with the first question on the Medi-Center Health Exam Questionnaire which asked,

“Did you ever receive, or do you have pending, a compensation award or pension for a work-connected injury or illness?”

d. The Applicant denied on the Medi-Center Health Exam Questionnaire that he had ever received a compensation award. That testimony is inconsistent with the fact that the Applicant settled his claim for an industrial injury in 1989 for approximately \$13,000.

e. The Applicant denied on the Medi-Center Health Exam Questionnaire that he had ever been treated previously for back trouble or back pain. That denial is inconsistent with the records relating to the Applicant's 1989 industrial injury claim.

f. The Applicant's testimony that none of the doctors who examined him for his 1989 industrial injury claim told him that there were certain things that he couldn't do because of his back injury is contrary to common sense and experience.

g. The Applicant's testimony and the first history that he gave to Dr. Smith that he fully and completely recovered about a year after his back injury in 1989 are inconsistent with the medical reports relating to the Applicant's 1989 injury claim.

h. The Applicant's testimony that he fully and completely recovered about a year after his back injury in 1989 is inconsistent with the second history that he gave to Dr. Smith that he had back problems for about three years after his 1989 injury.

i. The Applicant's testimony that he would have continued to work for the Defendant if his contract had not ended is not consistent with his claim of temporary total disability.

j. The Applicant's testimony and history to the doctors who examined him that he had ongoing problems with his back after October 1997 is inconsistent with the testimony of Keith Speake and Diana Paluszak that the Applicant returned in December 1997, asked for another term of work, and told them that he felt just fine and he was able to work.

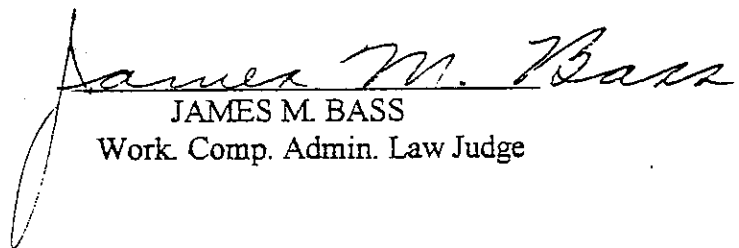
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4. Despite developing what he characterized as a burning and a pain in his back beginning on the evening of his claimed injury, the Applicant continued to work at his regular duties without observable or reported difficulties for weeks after his claimed injury.

5. Despite developing what he characterized as a burning and a pain in his back beginning on the evening of his claimed injury, the Applicant did not seek medical attention for weeks after his claimed injury.

6. The charges of Preferred Imaging Network, Dr. Smith, and InterSpanish Communications relate to testing, reporting, and interpreting services that were reasonably incurred by the Applicant to prove a contested claim.

7. The documents marked for identification as Defendant's Exhibit "B" were not listed at the Mandatory Settlement Conference and foundation for those documents was not presented at the trial.

  
JAMES M. BASS  
Work. Comp. Admin. Law Judge