

FINAL AWARD ALLOWING COMPENSATION
(Affirming Award and Decision of Administrative Law Judge)

Injury No.: 04-144848

Employee: Larry Barton
Employer: MKG Construction
Insurer: American Home Assurance
(T/P/A AIG Claim Services)
Additional Party: Treasurer of Missouri as Custodian
of Second Injury Fund (Open)
Date of Accident: June 23, 2004
Place and County of Accident: Texas

The above-entitled workers' compensation case is submitted to the Labor and Industrial Relations Commission (Commission) for review as provided by section 287.480 RSMo. Having reviewed the evidence and considered the whole record, the Commission finds that the award of the administrative law judge is supported by competent and substantial evidence and was made in accordance with the Missouri Workers' Compensation Act. Pursuant to section 286.090 RSMo, the Commission affirms the award and decision of the administrative law judge dated March 21, 2007. The award and decision of Chief Administrative Law Judge Jack H. Knowlan, Jr., issued March 21, 2007, is attached and incorporated by this reference.

The Commission further approves and affirms the administrative law judge's allowance of attorney's fee herein as being fair and reasonable.

Any past due compensation shall bear interest as provided by law.

Given at Jefferson City, State of Missouri, this 5th day of September 2007.

LABOR AND INDUSTRIAL RELATIONS COMMISSION

William F. Ringer, Chairman

Alice A. Bartlett, Member

John J. Hickey, Member

Attest:

Secretary

ISSUED BY DIVISION OF WORKERS' COMPENSATION

FINAL AWARD

Employee: Larry Barton

Injury No. 04-144848

Employer: MKG Construction

Additional Party: Second Injury Fund – left open

Insurer: American Home Assurance
(T/P/A AIG Claim Services)

Hearing Date: January 24, 2007

Checked by: JK/kh

SUMMARY OF FINDINGS

1. Are any benefits awarded herein? Yes
2. Was the injury or occupational disease compensable under Chapter 287? Yes
3. Was there an accident or incident of occupational disease under the Law? Yes
4. Date of accident or onset of occupational disease? June 23, 2004
5. State location where accident occurred or occupational disease contracted: Texas (principle place of employment and contract of employment in Missouri)
6. Was above employee in employ of above employer at time of alleged accident or occupational disease? Yes
7. Did employer receive proper notice? Yes
8. Did accident or occupational disease arise out of and in the course of the employment? Yes
9. Was claim for compensation filed within time required by law? Yes
10. Was employer insured by above insurer? Yes
11. Describe work employee was doing and how accident happened or occupational disease contracted: The employee injured his right shoulder while working on a construction project at an Air Force Base in Texas. The employee injured his shoulder when his cell phone fell from his shirt pocket and the employee attempted to grab his phone before it fell into a water hole. The employee also noticed pain in his shoulder while pulling ropes to crank the engines that were being used to pump the water out of the holes.
12. Did accident or occupational disease cause death? No
13. Parts of body injured by accident or occupational disease: Right shoulder
14. Nature and extent of any permanent disability: 25% permanent partial disability of the right upper extremity at the level of the shoulder
15. Compensation paid to date for temporary total disability: None
16. Value necessary medical aid paid to date by employer-insurer: \$847.15
17. Value necessary medical aid not furnished by employer-insurer: \$15,783.30
18. Employee's average weekly wage: \$662.55
19. Weekly compensation rate:
 \$662.55 for temporary total disability
 \$347.05 per week for permanent partial disability
20. Method wages computation: By agreement

21. Amount of compensation payable:

Previously incurred medical expenses: \$15,783.30

Temporary total disability: \$662.55 per week for 23 weeks for a total award of temporary total disability equal to \$15,238.65

Permanent partial disability: \$347.05 per week for 58 weeks for a total award of permanent partial disability equal to \$20,134.70 **I came up with \$20,128.90**

Total awarded against employer-insurer: \$51,156.65 **using \$20,128.90 I get \$51,150.85**

22. Second Injury Fund liability: Second Injury Fund claim left open by agreement

23. Future requirements awarded: None

Said payments shall be payable as provided in the findings of fact and rulings of law, and shall be subject to modification and review as provided by law.

The Compensation awarded to the claimant shall be subject to a lien in the amount of 25% of all payments hereunder in favor of the following attorney for necessary legal services rendered to the claimant: Mark Haywood

FINDINGS OF FACT AND RULINGS OF LAW

On January 24, 2007, the employee, Larry Barton, appeared in person and by his attorney, Mr. Mark Haywood, for a hearing for a final award against the employer-insurer. The employer-insurer was represented at the hearing by its attorney, Mr. Juan Arias. By agreement, the employee's claim against the Second Injury Fund was left open. At the time of the hearing, the parties agreed on certain undisputed facts and identified the issues that were in dispute. These undisputed facts and issues, together with the findings of fact and rulings of law, are set forth below as follows:

UNDISPUTED FACTS

1. On or about June 23, 2004, MKG Construction was a covered employer operating under and subject to the provisions of the Missouri Workers' Compensation Act, and its liability was fully insured by American Home Assurance Company.
2. On or about June 23, 2004, Larry Barton was an employee of MKG Construction, and working under the provisions of the Missouri Workers' Compensation Act.
3. The employer had notice of the employee's accident.
4. The employee's claim was filed within the time allowed by law.
5. The employee's average weekly wage qualified him for a temporary total disability rate of \$662.55 and a permanent partial disability rate of \$347.05.
6. The employer-insurer furnished medical aid in the amount of \$847.15.
7. No temporary total disability benefits were paid by the employer-insurer.

ISSUES

1. Accident
2. Medical causation
3. Additional medical aid
4. Nature and extent of disability – TTD and PPD

EXHIBITS

The following exhibits were offered and admitted into evidence:

Employee's Exhibits

- A-1. Medical records and bills from Val Verde Regional Medical Center in Del Rio, Texas
 - A-2. Medical bill from Team Radiology of Del Rio
 - A-3. Medical bill from Physical America Emergency Services
 - A-4. Medical records and bills from Veteran's Affairs Hospital West in Columbia, Missouri
 - A-5. Physical therapy records and bills from Texas County Memorial Hospital in Houston, Missouri
 - B. Deposition of Dr. Jerome F. Levy
- #### Employer-Insurer's Exhibits

1. Deposition of Dr. Michael Nogalski
 1. Employee's objection to the admission of the deposition of Larry Barton taken August 31, 2006 was sustained, but employer-insurer's exhibit 2 was accepted as an offer of proof.
2. The employer-insurer's Motion for a Continuance to allow the submission of the testimony of Mr. Kent Grab the owner of MKG Construction was denied. The employer-insurer's attorney summarized the expected testimony of Mr. Grab, and the administrative law judge concluded that those points were already included as part of the evidence, and Mr. Grab's testimony would not have any affect on the rulings on the disputed issues. It was also noted that the employer-insurer offered no reasonable explanation for its failure to offer Mr. Grab's testimony at the time of the hearing, either through an appearance or through a deposition.

FINDINGS OF FACT

Based on the testimony of the employee and the other evidence submitted, I find as follows:

- On or about June 23, 2004, Larry Barton ("employee") was employed by MKG Construction as heavy equipment operator. At the time of his accident, the employee had worked for MKG Construction for approximately seven years, and was working in the State of Texas. The job involved rebuilding a parking lot on an Air Force Base.
- On June 23, 2004, the employee was asked to work on his day off to help pump rainwater out of holes in the area where they were working. The employee and the owner of MKG Construction, Kent Grab, were using pumps powered by gasoline motors to remove the water from the holes.
- At the time of his accident, the employee had a cell phone in his shirt pocket. The employee brought his cell phone to work so he could communicate with Mr. Grab when Mr. Grab was not present on the job site. The Air Force also expected contractors that were working on or near the flight lines to have some type of communication available so they could be contacted by airport officials. Although, MKG did not require the employee to have a cell phone with him on the job site and did not purchase a cell phone for him to use, the employee did frequently use his cell phone to make work related calls while working at the Air Force Base in Texas.
- During the course of the day on June 23, 2004, the employee was required to start the gasoline pumps several times by pulling the rope starters or "cranking" them. Although this activity may have contributed to the symptoms that the employee developed in his right shoulder, the evidence indicates the employee suffered a traumatic injury to his right shoulder when his cell fell out of his shirt pocket. The employee was leaning over a water hole with the hose from the pump in his left hand when his cell phone came out of his pocket and was falling toward the water. The employee grabbed for the cell phone with his right hand and felt a pop or tear in his right shoulder. The employee indicated Mr. Grab was standing next to him when his shoulder popped, and asked him what happened.
- Based on the employee's complaints of shoulder pain, Mr. Grab authorized the employee to go to the emergency room at the Val Verde Regional Medical Center on June 24, 2004. Although the employee testified that he told the emergency room physician about cranking the engines and grabbing for the cell phone, the history recorded in the ER records is limited to cranking the pumps by pulling on a rope. The emergency room physician concluded the employee had suffered a "work related injury", and treated the employee by prescribing Naprosyn and Flexeril. The emergency room doctor also recommended the employee stay off work for a few days and provided the employee with a sling for his right arm (Employee's exhibit A-1).
- Although the employee's shoulder continued to bother him and limit his ability to use his right arm, with encouragement from Mr. Grab, the employee stayed in Texas until the job was completed in the spring of 2005. During this time, the employee testified that he basically worked "one handed". On one occasion, the employee went across the border into Mexico and paid cash for a Cortisone injection.
- After he returned to Missouri, the employee indicated that Mr. Grab did not authorize treatment, so the employee was forced to obtain treated at the VA Hospital in Columbia, Missouri. Although the employer-insurer disputes that it denied medical treatment, the employee's original claim for compensation was filed on June 9, 2005, and the employer-insurer denied "each and every allegation contained therein" in his answer that was filed July 28, 2005.
- The physician at the VA Hospital diagnosed the employee as having impingement syndrome with a complete tear of the supraspinatus tendon. After extensive conservative treatment failed to improve the employee's symptoms, Dr. Matthew Smith performed surgery on the employee's right shoulder on September 23, 2005. The post-operative diagnosis was: "1. Diffuse synovitis of anterior shoulder, 2. Subacromial impingement, and 3. Chronic large rotator cuff tear" (Employee's exhibit A-4). The operative record indicates the surgeon was not able to repair the rotator cuff tear, but he did do a limited debridement and a subacromial decompression (Employee's exhibit A-4).
- Although the employer-insurer eventually paid the medical bills related to the June 24, 2004 treatment in Texas, the employee's medical bills from VA Hospital West in Columbia, Missouri, and the therapy bills from Texas County Memorial Hospital in Houston, Missouri have not been paid. The charges from the VA Hospital total \$13,616.55, and post-surgical physical therapy bills from Texas County Memorial Hospital equal \$2,166.75. The total amount of unpaid medical expenses is equal to \$15,783.30 (Employee's exhibit A).
- The employee is also requesting an award for temporary total disability from the time he stopped working in Texas in the March of 2005 until the date he was release to return to work after his surgery on March 2, 2006. The medical records and other evidence support a finding that the employee was capable of performing light or sedentary work prior to his surgery, but was temporarily totally disabled from the date of his surgery on September 23, 2005 until he released to return to work on March 2, 2006. This time period covers a total of 23 weeks.
- The employee's testimony and the other medical evidence supports a finding that the employee had no injuries, symptoms or disability related to his right shoulder prior to his June 23, 2004 accident. At the time of the hearing, the

employee continued to experience pain in his right shoulder with certain activities. The employee also feels a grinding sensation when he elevates his right arm and moves it back and forth. He can raise his arm above his head if he goes slow, but has problems working over head. The employee is no longer able to lift heavy objects and has problems sleeping due to pain in his shoulder. The employee is no longer able to throw a baseball, and has an increase in pain if he drives a car or motorcycle more than 50 miles without stopping. The employee takes Advil or Aleve to relieve his symptoms, and does not believe he will be able to work in any construction related job.

- The employee offered the deposition testimony and two medical reports from Dr. Jerome Levy. Dr. Levy examined the employee on May 25, 2006 and prepared two reports dated June 4, 2006 and December 23, 2006. Based on his examination and a review of the medical records, Dr. Levy diagnosed the employee as follows: “1. Status post large right rotator cuff tear; 2. Chronic synovitis, right shoulder; 3. Status subacromial decompression, right shoulder; 4. Chronic strain, right shoulder; 5. History of fusion, right wrist.”
- Dr. Levy testified that in his opinion, the employee’s accident at work resulted in a 45% permanent partial disability of his right shoulder (Deposition exhibits B & C, Employee’s exhibit B). Based on the employee’s history that his shoulder was symptomatic prior to his accident, Dr. Levy did not assign any disability for any pre-existing conditions in the employee’s right shoulder (Employee’s exhibit B, page 20). Since the cranking incident and the cell phone incident both occurred on the same day, Dr. Levy testified that it was reasonable, based on symptomology, to attribute the employee’s shoulder condition to both incidents (Employee’s exhibit B, page 21). Dr. Levy also rated the employee’s pre-existing injury to his right wrist at 40%, and concluded it was a hindrance or obstacle to employment or re-employment (Deposition exhibit B & C, Employee’s exhibit B).
- To counter the deposition of Dr. Levy, the employer-insurer offered the deposition testimony and report of Dr. Michael Nogalski. Dr. Nogalski examined the employee on November 22, 2006. Based on his examination and his review of the medical records, Dr. Nogalski concluded that neither the cell phone incident nor the rope pulling activities were a substantial factor in causing the employee’s right shoulder condition (Employer-insurer’s exhibit 1, page 9). Other than noting that there were some discrepancies in the medical histories as to whether the employee hurt his shoulder by pulling on a rope or grabbing a cell phone, Dr. Nogalski offered no explanation for his conclusion on the issue of causation. Dr. Nogalski further testified that the employee had reached his maximum level of medical improvement, and was capable of working as a heavy equipment operator (Employer-insurer exhibit 1, page 10). Dr. Nogalski then indicated that, without regard to causation, the employee had a 6% permanent partial disability of his right upper extremity at the level of the shoulder (Employer-insurer’s exhibit 1, page 10).

APPLICABLE LAW

- Section 287.120.1 RSMo., Supp.1993 extends coverage under Chapter 287 RSMo., to all injuries caused “by accidents arising out of and in the course of his employment”. The burden of proving that an accident “arises out of and in the course of” employment rests upon the employee. *Vickery v ASF Industries, Inc.*, 454 S.W.2d 620(Mo.App.1970). The coverage requirements that the injury arise “out of” and “in the course” employment are not synonymous phrases but are separate tests, both of which must be met before an employee is entitled to compensation. *Yaffe v St. Louis Children’s Hospital*, 648 S.W.2d 549, 550(Mo.App.1982).
- An accident and resulting injury arise “out of” the employment when there is a causal connection between the conditions under which the work was required to be performed and the resulting injury. *Kloppenburger v Queen Size Shoes*, 704 S.W.2d 234,236(Mo. Banc 1986). The test for the required “causal connection” between the injury and the work to be performed is equivalent to the “clearly job related” test set forth in *Wolfghere v Wagner Cartage Service, Inc.*, 646 S.W.2d 781(Mo. banc 1986).
- To satisfy the requirement of “in the course” employment, it is generally necessary to prove that the injury occurred within period of employment where the employee may reasonably be, while engaged in furtherance of the employer’s business, or in some activity incidental to it. *Dillard v City of St. Louis*, 685 S.W.2d 918,921(Mo.App.1984).
- Under the Mutual Benefit Doctrine, “an injury suffered by an employee while performing an act for the mutual benefit of the employer and the employee it is usually compensable, for when some advantage to the employer results from the employee’s conduct, his act cannot be regarded as purely personal and totally unrelated to his employment. Accordingly, an injury resulting from such an act arises out of and in the course of the employment; and this rule is applicable even though the advantage to the employer is slight”. *Whamhoff v Wagner Electric Corporation*, 190 S.W.2d 915,919(Mo. banc 1945).
- In *Blades v Commercial Transport, Inc.*, 30 S.W.3d 827(Mo. banc 2000), The Missouri Supreme Court refused to extend benefits under the Mutual Benefit Doctrine to an employee who slipped and fell on ice while appearing as a witness for a co-employee in an union grievance proceeding. The Supreme Court held that “when an employee’s injury occurs off the employer’s premises, when the employee is not exposed to any special hazard associated with employment, where the employer has not by words or conduct encouraged the employee’s act and has no knowledge of the employee’s act, and where the benefit to the employer is speculative, remote and attenuated, the Mutual Benefit Doctrine is inapplicable”. The Supreme Court added “the test is not whether any conceivable benefit to the employer can be articulated no matter how strained, but whether the act that resulted in the injury is of some substantive benefit to the employer. That is not to say the benefit needs to be tangible or great. But the benefit cannot be so remote that it deprives the Mutual Benefit Doctrine of meaning”. *Id.* at 831.
- The burden is on the employee to prove all material elements of his claim. *Melvies v Morris*, 422 S.W.2d, 335 (Mo.App.1968). The employee has the burden of proving not only that he sustained an accident that arose out of and in the course of his employment, but also that there is a medical causal relationship between his accident and the injuries and the medical treatment for which he is seeking compensation. *Griggs v AB Chance Company*, 503 S.W.2d

697(Mo.App.1973).

- Under the version of Section 287.020.2 RSMo., that was in effect at the time of the employee's accident, the term accident is defined to include only those injuries that are "clearly work related". Under this section an injury is "clearly work related if work was a substantial factor in the cause of the resulting medical condition or disability. An injury is not compensable merely because work was a triggering or precipitating factor".
- Under Section 287.140 RSMo., the employer is given the right to select the authorized treating physician. Subsection 1 also provides the employee has the right to select his own physician at his own expense. The employer, however, may waive its right to select the treating physician by failing or neglecting to provide the necessary medical aid. *Emmert v Ford Motor Company*, 863 S.W.2d 629(Mo.App.1993); *Shores v General Motors Corporation*, 842 S.W.2d 929(Mo.App.1992); and *Hendricks v Motor Freight*, 520 S.W.2d 702, 710(Mo.App.1978).
- Temporary total disability benefits are intended to cover the healing period, and are not warranted beyond the point in which the employee is capable of returning to work. Temporary total disability benefits are not intended to compensate the employee after his condition has reached the point whether progress is not expected. *Brookman v Henry Transportation* 924 S.W.2d 286(Mo.App.1996). See also *Williams v Pillsbury Company* 694 S.W.2d 488, 489(Mo.App.1985). The pivotal question in determining whether an employee is totally disabled is whether any employer in the usual course of business would reasonably be expected to employ the claimant in his present physical condition. *Brookman Id.* at 290.

RULINGS OF LAW

Issue 1. and Issue 2. Accident and Medical Causation

The employer-insurer's decision to deny the employee's claim is based primary on the argument that his act of reaching for the cell phone did not arise out of his employment. The employer-insurer emphasizes the cell phone he reached for was his personal phone, and his employer did not require him to have one. This position ignores the fact that the employee's unrefuted testimony was that he used the cell phone on a regular basis to contact his boss and to satisfy the Air Force's requirement that contractors working on a flight line maintain some form of communication with airport officials. The employee's testimony on the business use of his cell phone was corroborated by the testimony by the employer's office manager, Sharon Beneze. She had previously worked as a job site supervisor on the same job, and acknowledged that she did have a cell phone on the job and used it for both business related and personal calls. The evidence supports a conclusion that the employer knew and encouraged the employee's use of his cell phone for work related calls. Further, the employee's effort to grab the cell phone before it fell into the water occurred on the job site and was related to his job of removing the water from the holes.

If the employer-insurer's position is adopted, carpenter's who use their own tools could never have a work related injury unless they were injured while using company owned tools. Likewise, administrative law judges who drive their own cars to remote dockets would not have a work related motor vehicle accident since 1. The State does not own the cars and 2. The State does not require the judges to own a car.

Based on the testimony of the employee and the other evidence, I find that the employee did use his cell phone for work related calls. The employee's possession and use of a cell phone on the job site in Texas benefited both the employee and the employer. The benefit to the employer was substantive, and was not speculative, remote or attenuated. The employee's attempt to catch the cell phone and prevent it from falling into the water was therefore an accident that arose out of and in the course of his employment.

The employer-insurer also points to the fact that the medical records give two different histories regarding the cause of the employee's injury. The first history in the emergency room records in Texas and the early VA records in Missouri refer to the rope pulling activities of the employee. The later medical histories from the VA Hospital focus on the sudden extension of the employee's arm to catch the cell phone.

Based on the employee's testimony, it appears that both of these possible causes occurred on the same day, and both were "work related". While the "cranking" activities may have caused soreness or mild pain, based on the employee's description of a loud pop with immediate, intense pain, the most likely cause of the torn rotator cuff appears to have been his effort to grab the cell phone.

It is also significant that the employer-insurer has offered no other plausible explanation for the employee's right shoulder injury. There is no evidence to support a finding that the employee had a pre-existing injury to his shoulder or that it was causing any symptoms or functional limitations prior to the accident. The employee had worked as a heavy equipment for the same employer for seven years, and the employer offered no testimony or medical records to refute the employee's testimony that his shoulder was asymptomatic prior to the accident. There is also no evidence to suggest the employee had any subsequent or intervening accidents or injuries to his right shoulder.

Thus, the evidence unequivocally supports a finding that the employee's right shoulder injury was caused either by the employee's attempt to catch his cell phone, or by his efforts crank the water pumps. Since both of these possible causes are work related, the result is the same. Regardless of whether one or both of these activities caused the employee's right

shoulder injury, his “accident” still arose out of and in the course of his employment.

On the issue of medical causation, I find that the opinions of Dr. Levy are more credible than those of Dr. Nogalski. Dr. Nogalski used the appropriate boiler plate language, but failed to offer any reasonable explanation to support his conclusion that neither the cell phone incident nor the rope pulling activities caused the employee’s right shoulder injury. It should also be noted that the operating surgeon’s conclusion is that he could not repair the large rotator cuff tear because of the length of time that had elapsed is consistent with Dr. Levy’s conclusion since the employee did not have surgery until 15 months after his accident.

Based on these facts and conclusions, I find that on or about June 23, 2004, the employee had two work related accidents that arose out of and in the course of his employment. The first and least significant of the two was his effort to start the water pumps by pulling on the starter ropes. The second, and more significant of the two was his attempt to reach and grab his cell phone to prevent it from falling into the water. I further find that both of these accidents were a substantial factor in causing the diagnosed injuries and resulting treatment and disability to the employee’s right shoulder.

Issue 3. Medical Aid

The employee has requested an award of previously incurred medical expenses for the treatment he received at the VA Hospitals in Columbia, Missouri and the physical therapy he received after his surgery at Texas County Memorial Hospital in Houston, Missouri. The employee did not make any claim for medical travel expenses or future medical aid.

The employer-insurer disputed the medical bills based on the issues of accident and causation, and also denied the bills on the issue of authorization.

Given the rulings under Issue 1 and Issue 2, I find that the medical bills submitted by the employee were medically causally related to the employee’s June 23, 2004 accident. I further find that after initially authorizing the employee’s treatment at the emergency room in Texas, the employer-insurer denied additional treatment, and therefore waived its right to select and approve the employee’s treating physicians. This conclusion is based on the testimony of the employee and on the fact that the employer-insurer denied the employee’s claim and the employee’s request for additional medical treatment in the answer that was filed on July 28, 2005. This answer corroborates the employee’s testimony, and was filed approximately two months before his right shoulder surgery was performed at the VA Hospital.

Based on these findings, the employer-insurer is directed to pay to the employee the sum of \$15,783.30 for previously incurred medical expenses.

Issue 4. Temporary Total Disability and Permanent Partial Disability

Although the employee has requested an award of temporary total disability from some time in March of 2005 until he was released to return to work on March 2, 2006, the evidence indicates the employee was capable of performing light or sedentary work prior to his surgery. Both the testimony of the employee and the medical records, however, indicate the employee was temporarily totally disabled from the date of his surgery on September 23, 2005 through the date he was released to return to work on March 2, 2006. The employer-insurer is therefore directed to pay to the employee the sum of \$662.55 per week for 23 weeks for a total award of temporary total disability equal to \$15,238.65.

In addition to his request for temporary total disability, the employee has also requested an award for permanent partial disability. The ratings range from 6% by Dr. Nogalski to 45% by Dr. Levy. The operating record confirms that the employee had a large rotator cuff tear that was not repaired. Based on this evidence and the credible testimony of the employee regarding his symptoms and limitations, I find that the employee has a 25% permanent partial disability of his right upper extremity at the level of the shoulder. I further find that all of this disability is directly attributable to the employee’s work related injury on June 23, 2004.

The employer-insurer is therefore directed to pay to the employee the sum of \$347.05 per week for 58 weeks for a total award of permanent partial disability equal to \$20,134.70.?? **I come up with \$20,128.90.**

The total awarded for medical expenses, temporary total disability and permanent partial disability is equal to \$51,156.65. ??
? using \$20,128.90 I get \$51,150.85

SECOND INJURY FUND

By agreement, the employee’s claim against the Second Injury Fund has been left open.

ATTORNEY’S FEE

Mark Haywood, attorney at law, is allowed a fee of 25% of all sums awarded under the provisions of this award for necessary legal services rendered to the employee. The amount of this attorney’s fee shall constitute a lien on the compensation awarded herein.

INTEREST

Interest on all sums awarded hereunder shall be paid as provided by law.

Date: _____

Made by:

Jack H. Knowlan, Jr.
Chief Administrative Law Judge
Division of Workers' Compensation

A true copy: Attest:

Ms. Patricia "Pat" Secrest
Director
Division of Workers' Compensation