

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

Injury No.: 09-084991

Employee: James Hershel Demore  
Employer: Demore Enterprises, Inc.  
Insurer: America First Insurance Company

The above-entitled workers' compensation case is submitted to the Labor and Industrial Relations Commission (Commission) for review as provided by § 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 Law. Pursuant to § 286.090 RSMo, the Commission affirms the award and decision of the administrative law judge dated January 30, 2012. The award and decision of Administrative Law Judge L. Timothy Wilson, issued January 30, 2012, 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 28<sup>th</sup> day of September 2012.

LABOR AND INDUSTRIAL RELATIONS COMMISSION

V A C A N T

Chairman

James Avery, Member

Curtis E. Chick, Jr., Member

Attest:

Secretary

## AWARD

Employee: James Hershel Demore

Injury No. 09-084991

Dependents: N/A

Employer: Demore Enterprises, Inc.

Insurer: America First Insurance Company

Hearing Date: November 9, 2011

Checked by: LTW

### FINDINGS OF FACT AND RULINGS OF LAW

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 29, 2009
5. State location where accident occurred or occupational disease was contracted: Greene County, MO
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 occurred or occupational disease contracted: While engaged in employment with the Employer, Employee was involved in a motor vehicle accident, which occurred while he was traveling from the Employer's office facility to the site of a reported vandalism to fencing owned by Employer and potential burglary of customers who leased property from Employer. As a consequence of this work incident Employee sustained multiple injuries to his body as a whole.
12. Did accident or occupational disease cause death? No Date of death? N/A
13. Part(s) of body injured by accident or occupational disease: Head
14. Nature and extent of any permanent disability: N/A
15. Compensation paid to-date for temporary disability: None
16. Value necessary medical aid paid to date by employer/insurer? None
17. Value necessary medical aid not furnished by employer/insurer? \$7,426.77

Employee: James Hershel Demore

Injury No. 09-084991

18. Employee's average weekly wages: N/A

19. Weekly compensation rate: N/A

20. Method wages computation: N/A

**COMPENSATION PAYABLE**

21. Amount of compensation payable:

Unpaid medical expenses: \$7,426.77

22. Second Injury Fund liability: N/A

**TOTAL: \$7,426.77**

23. Future requirements awarded: N/A

Said payments to begin immediately and to be payable and 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 percent of all benefits awarded, except the cost of future medical treatment, in favor of the following attorney for necessary legal services rendered to the claimant: Patrick J. Platter, Esq. and the Law Firm of Neale & Newman, LLP.

**FINDINGS OF FACT and RULINGS OF LAW:**

Employee: James Hershel Demore

Injury No. 09-084991

Dependents: N/A

Employer: Demore Enterprises, Inc.

Insurer: America First Insurance Company

Hearing Date: November 9, 2011

Checked by: LTW

The above-referenced workers' compensation claim was heard before the undersigned Administrative Law Judge on November 9, 2011.<sup>1</sup> The evidentiary record was left open for 30 days in order to afford the employer and insurer opportunity to present evidence rebutting the testimony of Carol Combs and the exhibits pertaining to her testimony.<sup>2</sup> Further, the parties were afforded an opportunity to submit briefs or proposed awards, resulting in the record being completed and submitted to the undersigned on or about December 19, 2011.

The employee, James Hershel Demore, appeared personally and through her attorney, Patrick J. Platter, Esq. The insurer, America First Insurance Company, appeared through its attorney, Jim Blickhan, Esq. The employer, Demore Enterprises, Inc., appeared through its attorney, Bruce Wendel, Esq.

The parties entered into a stipulation of facts. The stipulation is as follows:

- (1) On or about June 29, 2009, Demore Enterprises, Inc. was an employer operating under and subject to The Missouri Workers' Compensation Law, and during this time was fully insured by America First Insurance Company.
- (2) On the alleged injury date of June 29, 2009, James Hershel Demore was an employee of the employer, and was working under and subject to The Missouri Workers' Compensation Law.
- (3) On or about June 29, 2009, the employee, James Hershel Demore, sustained an accident.
- (4) The above-referenced employment and accident occurred in Greene County, Missouri. The parties agree to venue lying in Greene County, Missouri. Venue is proper.

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<sup>1</sup> This claim was joined with claims filed by Doris Demore in Injury No. 09-084993 and Delores Demore in Injury No. 09-084992 for purposes of judicial economy. All three claims center upon the same accident because the three claimants were passengers in the same motor vehicle in the accident that occurred on June 29th, 2009.

<sup>2</sup> Although given opportunity to submit additional evidence, the employer and insurer elected to not present any additional evidence.

- (5) The employee notified the employer of his injury as required by Section, 287.420, RSMo.
- (6) The Claim for Compensation was filed within the time prescribed by Section 287.430, RSMo.
- (7) Temporary total disability compensation has not been provided to the employee.
- (8) The employer and insurer have not provided medical treatment to the employee.

The issues to be resolved by hearing include:

- (1) Whether the accident of June 29, 2009, arose out of and in the course of the employee’s employment with the employer?
- (2) Whether the alleged accident of June 29, 2009, caused the injuries and disabilities for which benefits are now being claimed?
- (3) Whether the employer and insurer are obligated to pay for certain past medical care and expenses?

**EVIDENCE PRESENTED**

Four (4) witnesses testified at the hearing. These witnesses include Delores Demore, Doris Demore, Hershel Demore and Carol Combs. The testimony of Doris Demore and Carol Combs relate specifically to the claim filed by Doris Demore. In addition, the employee and the other claimants offered for admission several exhibits. These exhibits are identified below.

In re: Demore Enterprises, Inc. – Vandalism & Repairs to Property:

- Exhibit A.....Police Vandalism Report(s)
- Exhibit B .....Aerial Photo marked with cut fence locations
- Exhibit C ..... Hershel’s handwritten drawing of fence cuts
- Exhibit D.....Carnahan White fence repair documents
- Exhibit E ..... Assessor’s web-site documents
- Exhibit F.....Secretary of State, Articles of Incorporation
- Exhibit G.....Secretary of State, Amendment of Articles of Incorporation
- Exhibit H.....Secretary of State, Biennial Registration Report

In re: Motor Vehicle Collision:

- Exhibit I ..... Police Incident Report, MVA 06/29/09
- Exhibit J .....MVA Police Photo – intersection of Division & West Bypass
- Exhibit K.....MVA Police Photo – Demore vehicle, upside down
- Exhibit L .....MVA Police Photo – blocking up Demore vehicle

Exhibit M .....MVA Police Photo – interior of Demore vehicle

In re: Medical Records & Medical Expenses for Hershel Demore:

Exhibit N.....Correspondence concerning denial of Claims  
Exhibit O.....Cox Medical Center - Hershel Demore  
Exhibit P.....Ferrell Duncan Clinic - Hershel Demore  
Exhibit Q.....St. John’s EMS - Hershel Demore  
Exhibit R.....Hershel Demore Medical Expense Records

In re: Medical Records & Medical Expenses for Doris Demore:

Exhibit S.....Cox Hospital - Doris Demore  
Exhibit T .....Orthopaedic Specialists - Doris Demore  
Exhibit U.....St. John’s Health Systems - Doris Demore  
Exhibit V.....Springfield Neurological & Spine - Doris Demore  
Exhibit W .....Integrity Home Health - Doris Demore  
Exhibit X.....Ferrell Duncan Clinic - Doris Demore  
Exhibit Y.....Quail Creek - Doris Demore  
Exhibit Z .....The Diagnostic Clinic – Doris Demore  
Exhibit AA.....Doris Demore Medical Expense Records

In re: Medical Records & Medical Expenses for Delores Demore:

Exhibit BB .....The Neighborhoods at Quail Creek - Dolores Demore  
Exhibit CC .....The Diagnostic Clinic - Dolores Demore  
Exhibit DD.....Ferrell Duncan Clinic - Dolores Demore  
Exhibit EE.....Cox Medical Center - Dolores Demore  
Exhibit FF .....St. John’s Hospital - Dolores Demore  
Exhibit GG.....St. John’s Orthopedic Specialists - Dolores Demore  
Exhibit HH.....Dolores Demore Medical Expense Records

In re: Medical Reports – IME Physicians:

Exhibit II.....IME Report of Dr. Bernard Abrams  
Exhibit JJ.....IME Report of Dr. Ted Lennard  
Exhibit KK.....Supplemental Report of Dr. Ted Lennard

In re: Carol Combs:

Exhibit LL.....CV of Carol Combs, MSW  
Exhibit MM.....Oxford Brochure – Services Offered  
Exhibit NN .....Oxford Rate Sheet  
Exhibit OO.....Oxford Lifeline Support pamphlet  
Exhibit PP .....Report of Carol Combs, 10/19/11  
Exhibit QQ.....Courtesy Medications List – Doris Demore

In re: Earnings History of Employees of Employer:

Exhibit RR .....Earnings history of the Employees for the calendar year 2009

Exhibits A – N inclusive and Exhibits II – KK inclusive and Exhibit RR were admitted without objection during the hearing. Exhibits LL – QQ were admitted over the objection of the Insurer, and the Insurer was granted thirty (30) days in which to respond to the testimony of Carol Combs and Exhibits LL – QQ. The Insurer objected to Exhibits O – HH inclusive at the hearing and those objections were taken under advisement. The objections have been considered and are overruled. Exhibits O – HH inclusive are admitted.

The employer did not present any witnesses or offer any exhibits at the hearing of this case.

The insurer did not present any witnesses at the hearing of this case. However, the insurer offered for admission the following exhibits:

- Exhibit 1 ..... Deposition of Allan Parnet, M.D.
- Exhibit 2..... Medical Report of Edward Prostic, M.D.
- Exhibit 3..... Deposition of Doris Demore
- Exhibit 4..... Deposition of Hershel Demore
- Exhibit 5..... Deposition of Delores Demore

The exhibits were received and admitted into evidence.

In addition, the parties identified several documents filed with the Division of Workers' Compensation, which were made part of a single exhibit identified as the Legal File. The undersigned took administrative or judicial notice of the documents contained in the Legal File, which include:

In re: Employee: Hershel Demore, Injury No. 09-084991:

- Notice of Hearing
- Request for Hearing-Final Award
- Order
- Answer of Employer/Insurer (Netherlands Insurance) to Claim for Compensation
- Answer of Insurer America First Insurance Company
- Claim for Compensation
- Report of Injury

In re: Employee: Delores Demore, Injury No. 09-084992:

- Notice of Hearing
- Request for Hearing-Final Award
- Order
- Answer of Employer/Insurer (Netherlands Insurance) to Claim for Compensation
- Answer of Insurer America First Insurance Company
- Claim for Compensation
- Report of Injury

In re: Employee: Doris Demore, Injury No. 09-084993:

- Notice of Hearing
- Request for Hearing-Final Award
- Order
- Answer of Employer/Insurer (Netherlands Insurance) to Claim for Compensation
- Answer of Insurer America First Insurance Company
- Amended Answer of Insurer America First Insurance Company
- Claim for Compensation
- Report of Injury

All exhibits appear as the exhibits were received and admitted into evidence at the evidentiary hearing. There has been no alteration (including highlighting or underscoring) of any exhibit by the undersigned judge.

### **FINDINGS OF FACT**

#### *The Demore Family and Demore Enterprises, Inc.*

Demore Enterprises, Inc. is a family business owned and/or managed by Hershel Demore, Doris Demore, Delores Demore and Robert Demore. (Hershel Demore and Doris Demore are husband and wife, and the parents of Delores Demore and Robert Demore.) All four individuals reside in Springfield, Missouri.

In 1946 Hershel Demore purchased a Thermo King dealership in Springfield, Missouri. This business operation, which was incorporated as Thermo King of Springfield, Inc., enjoyed certain territorial and franchise rights, and involved selling and servicing transport temperature control systems for trucks, trailers, busses and similar equipment. He and the family operated and gradually grew the business over the years and eventually purchased a Thermo King dealership in Tulsa, Oklahoma. The family operated these dealerships continuously and uninterrupted through 2008. Notably, Doris Demore worked as a bookkeeper. The children, Delores Demore and Robert Demore, began working for the dealership once they became adults.

The parent corporation of Thermo King eventually required the Demore family to sell the dealerships to Harry Cooper Supply at the end of the calendar year 2008. The sale of this business, however, did not involve the company facility and certain real estate upon which the business engaged in operation. Thus, in January 2009 the Demore family stopped operating Thermo King of Springfield, Inc., and created a new business operation, Demore Enterprises, Inc. This new company was organized as a Missouri corporation with the primary purpose to own, rent and manage both commercial and residential properties in the Springfield area.

Through this new legal entity, Demore Enterprises, Inc., the family leased the facility premises to the new Thermo King operators. Additionally, through Demore Enterprises, Inc., the family acquired other properties, which they managed as rental properties. Demore Enterprises, Inc. has been an ongoing business since its inception in 2009. The Demores reorganized their new business, Demore Enterprises, Inc., in an office and warehouse located at the southeast corner of the intersection of Division Street and West Bypass in Springfield in January 2009. The southwest corner of the intersection is the focus of the case.

Exhibit B depicts the southeast and southwest corners of this intersection. It particularly depicts the southwest corner. Demore Enterprises, Inc. owns several lots within this corner. It rents lots to various businesses, including a used car lot, Great Dane Trucking and Thermo King. These lots face West Bypass and run deep westward. There were four residential lots at the time of the accident that faced north and toward Division Street. A renter named Jim Cox rented the residence that was third from the corner. A wire fence separated the southern edge of the residential lots from the business rental lots. Demore Enterprises, Inc. owned three of the four residential lots. Hershel and Doris owned the lot rented by Jim Cox. Demore Enterprises, Inc. owned the fence and maintained security wiring within the fence.

Exhibit E is information downloaded from the Greene County Assessor's website. The southwest quadrant indicates that Demore Enterprises, Inc. is the owner of the commercial properties. It reflects a number of different buildings located in this quadrant, including garages for Great Dane, ThermoKing and the Auto Care group. It reflects out buildings and parking lots built between 1948 and 1996. It also includes two sheds built in 1920. Exhibit E also lists three residences. Hershel and Doris Demore own the residence located at 3550 West Division. Demore Enterprises, Inc. owns the two residences located at 3616 and 3628 West Division.

#### *Vandalism and Burglaries before June 29<sup>th</sup>, 2009*

The Demore property had three (3) incidents of either vandalism or burglaries before the accident. Claimants' Exhibit A is a compilation of reports compiled by the Springfield Police Department that describe those incidents.

The Demores reported a hole gouged in the roof of the warehouse on March 14, 2009. The roof included fiberglass panels. One panel was broken. It appeared as if someone had walked on it, but did not fall through the panel into the warehouse. The intruder did not steal any contents. It is possible that the motion sensors and audible alarm had spooked the burglar.

The Demores reported that the glass door to their office was broken on April 18, 2009. Delores Demore had left the building at 5:00 p.m. the previous day.

The Demores reported that a tractor was stolen on May 24, 2009. The tractor was a Kubota L4200 4 x 4 tractor with a full cab mower and front loader. The investigating police officer and reporting witness, Robert Demore, could see mud tracks from the Kubota where it was operated by the burglar along the railroad tracks. The mud tracks disappeared shortly before Division Street. The burglar had used a bow cutter to cut the chain and damaged the gate so that the burglar could drive through the gate. America First Insurance wrote the premises liability insurance policy and paid this claim.

#### *Accident*

Jim Cox called Delores Demore at the Demore Enterprises' office the morning of June 29, 2009, to report what he thought to be a cut fence that separated the property rented by Cox and the property rented by Great Dane for the purpose housing the trailers. Delores Demore presumed that the location of the cut fence reported by Cox was depicted as "number 3" located on the aerial map admitted as Exhibit B. Hershel, Delores and Doris traveled in Hershel's vehicle in the afternoon to visit the location. Hershel drove. Delores sat in the front passenger seat and

Doris sat in the back seat. Hershel drove from the parking lot and proceeded north onto West Bypass. He eventually changed lanes from the right hand to the left hand lane in order to make a left hand turn. It was necessary to turn left and proceed west bound on Division in order to travel to the reported damage. The intersection of Division and West Bypass is controlled by full traffic lights. Hershel turned left (west bound) on a green light, but into the path of a pickup truck and another vehicle operated by Jackie Jordan. The vehicle operated by Jordan, not the pickup truck, struck the right side of the Demore vehicle. The force of the impact knocked the Demore vehicle violently and caused it to roll over and be situated onto its top.

After the accident, the Demore family found at least three places where the fence was cut, depicted at "number 1," "number 2," and "number 3" on Exhibit B. The business hired Carnahan-White Fence Company to repair the damage. Exhibit D reflected the repair bill that documented repairs conducted to the fence. Carnahan White, according to the billing, documented cuts in the fence located at the premises for Great Dane, Demore, Thermo King and the car lot. Carnahan White replaced a post three inches in circumference, a bottom rail, its fittings and three to four feet of fencing at each cut.

### *Medical Treatment*

Ambulance personnel treated Hershel at the scene of the motor vehicle accident, which involved a long extrication, and then transported him to Cox Medical Center South. Mr. Demore presented to the emergency room as a person having shown confusion enroute and classified as a class I trauma. The attending physician, Timothy Woods, M.D., examined Mr. Demore and offered an impression that Mr. Demore suffered from a closed head injury. Dr. Woods thus initiated a work-up based on history. Diagnostic studies were thus performed; these studies included a CT scan of the head, cervical spine, chest abdomen, and pelvis. The chest CT scan detected the rib fracture. The cervical spine CT scan found a loss of height at T1 associated an anterior osteophyte suggesting a non acute finding.

In light of his examination and findings, Dr. Woods diagnosed Demore with a mild traumatic brain injury, a posterior rib fracture, and multiple abrasions. The treatment provided by Dr. Woods included repair of a 1.5 cm head laceration. Additionally, Dr. Woods thought it necessary to admit Mr. Demore into the hospital because Hershel was still confused. The doctor was uncertain if Hershel understood what had happened.

Following an overnight observation, Mr. Demore received a medical discharge from the hospital on June 30, 2009. Exhibits O and Q concerned Hershel's treatment that resulted from the accident.

### *Medical Expenses*

Exhibit R concerns Hershel's medical bills and expenses. The bills in Exhibit R indicated the following: a total amount billed in the amount of \$15,013.61; private insurance payment of \$416.24; Medicare payment of \$1,866.77; payment by Hershel of \$86.19; and an adjustment of \$7,586.86. The total that reflects either paid medical expenses or outstanding charges amounts to \$7,426.77.

## RULINGS OF LAW

The workers' compensation law for the State of Missouri underwent substantial change on or about August 28, 2005. The burden of establishing any affirmative defense is on the employer. The burden of proving an entitlement to compensation is on the employee, Section 287.808 RSMo. Administrative Law Judges and the Labor and Industrial Relations Commission shall weigh the evidence impartially without giving the benefit of the doubt to any party when weighing evidence and resolving factual conflicts, and are to construe strictly the provisions, Section 287.800 RSMo.

### *1. Whether the accident arose out of and in the course of employment*

The injuries suffered by Hershel Demore arose out of and in the course of his employment because the trip taken by him, Delores and Doris was part of his employment. The Demores wanted to check on the cut fence reported by Jim Cox. The Demores understandably drove there. A cut fence would compromise the privacy of the company's customers, including Thermo King and Great Dane. This was the fourth incident since March 14, 2009, that concerned vandalism, attempted burglary, or burglary and stealing. Demore Enterprises owned the fence and paid for the repair. There were three, not just one, fence cuts on June 29. Two of those fence cuts separated property owned by Demore Enterprises on both sides. The third fence cut separated properties owned by the company and Hershel and Doris Demore. The Demores proceeded to the site of the reported fence cut during business hours. Hershel drove a vehicle accompanied by Delores and Doris directly from the business office, and was proceeding directly to the southwest corner of the West Bypass/Division intersection. This intersection, and the site of the reported damage, was close to the Demore Enterprises office.

These injuries arise out of and in the course of employment, regardless of whether this accident happened before or after the 2005 amendments to the Missouri Workers' Compensation Law. Most case law that has addressed this subject over the years has concerned accidents that happened while employees were driving between a worksite and their residence. Before 2005, while commutes were not compensable, courts recognized that trips by employees where the work required travel away from the regular place of business were in the course of employment, except when the employee was on a distinctly personal errand. *Reneau v. Bales Electric Co.*, 303 S.W.2d 75 (Mo. 1957).

The Missouri General Assembly changed this rule slightly in 2005. That amendment is located at *Section 287.020.5*. Injuries in a company owned or subsidized automobile are not in the course of employment when: (1) the employee is traveling from home to the employer's principal place of business; and (2) the employee is traveling from the employer's principal place of business to the home. The Missouri Court of Appeals-Southern District has stated that these are the only two exceptions to the rule cited in *Reneau. Harness v. Southern Copyroll, Inc.*, 291 S.W.3d 299 (Mo. App. S.D. 2009). Stated another way, trips by employees are in the course of their employment when their work requires travel away from the regular place of business, except when the employee is traveling between the principal place of business and home. That means that the injuries here suffered arose out of and in the course of employment.

*Harness* is the only published opinion upon this subject since the 2005 amendment. In this case, the traveling employee started a trip from a secondary business location and was killed

in an accident on U.S. Highway 65. It was inferable that the employee could have been driving to the principal business location, or his residence. The Labor Commission found that the employee was paid mileage and that he died on a highway leading back to the employer's principal place of business. The court held that the 2005 amendment cited above did not apply because there was evidence to support the ruling that the employee was driving from a secondary business location to the principal place of business. It was, as the court stated, the "compensable portion of the trip." *Harness* at page 305.

*Harness* controls here. The Demores were driving from their principal office to business property. Although Hershel and Doris owned one tract of real estate, it is unquestioned that this tract adjoined other tracts owned by Demore Enterprises and that the company owned the fence. There is no evidence to infer that the Demores were traveling to check on the tract separately owned by Hershel and Doris. There was direct evidence that the Demores were traveling to inspect the fence that the company owned for the benefit of the company and the company's tenants.

A final award issued by the Labor and Industrial Relations Commission in *Robin Johnson v. Jared Enterprises, Inc.*, Injury Number 08-048368 (August 10, 2011) is persuasive here. It cites and follows *Harness*. The employer argued that the trip by the employee from one store location to another was not in the course of employment because employees were required to "clock out". The Labor Commission rejected this argument, calling it "inconsequential."

Therefore, after consideration and review of the evidence, I find and conclude that at the time of the motor vehicle accident of June 29, 2009, the employee, James Hershel Demore, was engaged in his employment with the employer, Demore Enterprises, Inc. I further find and conclude that on June 29, 2009, the employee, James Hershel Demore, sustained an injury by accident, which arose out of and in the course of his employment with the employer, Demore Enterprises, Inc.

## 2. *Medical Causation*

The evidence is supportive of a finding, and I find and conclude that the motor vehicle accident of June 29, 2009, was the prevailing factor in causing Hershel Demore to sustain injuries, which necessitated receipt of medical care, including hospitalization. These injuries include mild closed head injury, rib fracture and multiple abrasions. Notably, this determination is based upon the medical records and reports admitted, and application of the "sudden onset doctrine". *Berten v. Pierce*, 818 S.W.2d 685 (Mo. App. W.D. 1991).

## 3. *Past Medical Expenses*

The amount of \$7,426.77 is awarded for medical expenses. This is based upon the testimony of Hershel, his medical records admitted as Exhibits O and S, the bills that concern the treatment admitted into evidence as Exhibit R. *Farmer-Cummings v. Personnel Pool of Platte County*, 110 S.W.3d 818 (Mo. banc 2003).

Therefore, in light of the foregoing, the employer and insurer are ordered to pay to the employee, Hershel Demore, \$7,426.77 in medical expenses.

An attorney's fee of 25 percent of the benefits ordered to be paid is hereby approved, and shall be a lien against the proceeds until paid. Interest as provided by law is applicable. The award is subject to modifications as provided by law.

Made by: \_\_\_\_\_  
L. Timothy Wilson  
*Administrative Law Judge*  
*Division of Workers' Compensation*