

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

Injury No.: 07-073834

Employee: Sue Ann Hecker
Employer: Endeavor Home Care LLP
Insurer: Guarantee Insurance Company

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 Law. Pursuant to section 286.090 RSMo, the Commission affirms the award and decision of the administrative law judge dated June 16, 2010, and awards no compensation in the above-captioned case.

The award and decision of Administrative Law Judge Gary L. Robbins, issued June 16, 2010, is attached and incorporated by this reference.

Given at Jefferson City, State of Missouri, this 7th day of March 2011.

LABOR AND INDUSTRIAL RELATIONS COMMISSION

William F. Ringer, Chairman

Alice A. Bartlett, Member

DISSENTING OPINION FILED
John J. Hickey, Member

Attest:

Secretary

Employee: Sue Ann Hecker

DISSENTING OPINION

I have reviewed and considered all of the competent and substantial evidence on the whole record. Based on my review of the evidence as well as my consideration of the relevant provisions of the Missouri Workers' Compensation Law, I believe the decision of the administrative law judge should be reversed.

Employee worked as an in-home caregiver for employer. Her work entailed frequent travel between clients' homes and she was compensated for her mileage. On July 19, 2007, employee was in a motor vehicle accident while travelling between two client homes. The administrative law judge denied compensation in this matter on a finding that employee's evidence was less credible than that provided by employer's witnesses. Implied in the administrative law judge's credibility determination was a finding that employee did not sustain an accident arising out of and in the course and scope of her employment, because she was not travelling for employer at the time of her accident. I disagree with the credibility determination of the administrative law judge.

Employee testified as follows. On July 19, 2007, she was scheduled to visit two clients of employer: Mary Houghtaling in Greenville and Katie Venable in Poplar Bluff. Employee originally planned to see Ms. Venable in the morning and Ms. Houghtaling in the afternoon, but received a call from employer that morning requesting that she reverse the order she saw the clients because another employee had a scheduling conflict. Employee agreed to do this and called Ms. Houghtaling to ask whether the change would be okay. Ms. Houghtaling agreed to the switch and employee reported this to her supervisor. Employee provided services in Ms. Houghtaling's home from 9:00 a.m. to 11:00 a.m., then stayed for awhile to visit with Ms. Houghtaling. Employee then went to her car and filled out some paperwork. After finishing the paperwork, employee started driving toward Poplar Bluff for her appointment with Ms. Venable. Employee was able to recall the specific items that she purchased and ate for lunch at a gas station. Employee was also able to recall specific road conditions including construction taking place on Highway 67. The motor vehicle accident that is the subject of this claim took place on the east outer road to U.S. Highway 67 near the intersection with Missouri Highway W—the road leading to Ms. Venable's house. A vehicle pulled out from a car wash and struck employee's vehicle on the driver's side. Employee sustained injuries to her neck and left shoulder in the crash.

Employer presented Mary Houghtaling, who was unable to remember whether she received a phone call from employee on July 19, 2007, about switching her appointment. Ms. Houghtaling couldn't remember what time of day employee typically performed services. Ms. Houghtaling did remember that employee indicated she had to go to Poplar Bluff after leaving her home on July 19, 2007.

Employer presented Sandra Roberts, a former employee, who testified as follows. Ms. Roberts provided services for Ms. Venable during the morning of July 19, 2007. Ms. Roberts didn't believe she would have asked employer for a change in schedule because she had only been working for employer for two weeks or so at that time.

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Employer presented Kellie Kearbey, a co-owner, who testified that employee was not scheduled to visit Ms. Venable on July 19, 2007. Ms. Kearbey testified she went to Poplar Bluff herself that day to pick up a prescription for a client and that she would have just had employee do it if she had indeed been scheduled to go to Poplar Bluff. Ms. Kearbey admitted that scheduling miscommunications were possible, but she didn't think they had ever happened. Employer also presented Melinda Joplin, a co-owner, who admitted calling employee early July 19, 2007, but denied asking her to visit Ms. Venable that afternoon or otherwise change her plans.

In resolving the testimony of the foregoing witnesses, the administrative law judge found Ms. Roberts the most credible. I disagree with this finding. Ms. Roberts's testimony is riddled with inconsistencies. For example, Ms. Roberts reversed herself as to whether she provided part-time or full-time work for certain clients and went back and forth as to whether she had a set schedule of providing care for Ms. Venable. Ms. Roberts also testified in language that belies the administrative law judge's finding that she was "positive about the matters she was questioned about." Ms. Roberts equivocated in answering questions and stated many times that she wasn't sure or could not remember or did not know the answer to what was asked.

Worse, a key factual gap exists in the administrative law judge's findings based on Ms. Roberts's testimony. The administrative law judge decided that Ms. Roberts was the other worker with whom employee had to switch shifts on July 19, 2007, without identifying any basis in the evidence for this finding. Ms. Venable had several different caregivers assigned to her during the summer of 2007. It's true that employer produced evidence showing that Ms. Roberts provided care for Ms. Venable during the *morning* of July 19, 2007, but this doesn't mean she was scheduled for the afternoon. In fact, the time sheet itself, if accurate, suggests that Ms. Roberts was *not* scheduled for the afternoon. If Ms. Roberts was not actually scheduled to perform services for Ms. Venable during the afternoon of July 19, 2007, her testimony that she would not have asked employer to change her schedule is legally irrelevant and of little consequence and does nothing to contradict or discredit employee's evidence. For this reason, regardless whether Ms. Roberts is a credible witness, I fail to see how her otherwise unremarkable testimony provides a compelling reason to discount employee's testimony and deny her claim.

Employee's testimony was not only corroborated by Ms. Houghtaling's recollection that employee had to go to Poplar Bluff for another client after seeing her, but also by the fact that the motor vehicle accident occurred on the road leading to Ms. Venable's house at about the time employee would have been travelling there for her shift. There is no evidence on the record to suggest an alternate reason for employee's travel plans or to explain what employee might have been doing in this area if she were not in fact on her way to an appointment for employer. The time sheets presented by employer also reveal that employee was in Ms. Venable's home during the afternoon and evening providing care only two days before the motor vehicle accident. This evidence—provided by employer—squarely contradicts the testimony of Ms. Kearbey that Ms. Venable was not a client of employee's, and lends credence to employee's

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testimony that she was asked to fill in and provide care for Ms. Venable on the afternoon of July 19, 2007.

Reviewing the record as a whole, I find employee's testimony the most logical and reasonable explanation of what occurred. I find that employee was travelling to Ms. Venable's home as part of her duties to employer when she was in the motor vehicle accident on July 19, 2007.

An injury is sustained "in the course of employment" if it occurs within a period of employment at a place where the employee may reasonably be fulfilling the duties of employment. *Harness v. Southern Copyroll, Inc.*, 291 S.W.3d 299, 305 (Mo. App. 2009) (citations omitted). In deciding whether an injury arises out of and in the course of employment, we must look to the particular facts and circumstances of each case. *Id.*

Generally, an accident occurring while an employee is going to and from work is not compensable. ... An exception exists, however, where the employer, because of the distance to the job site or for the convenience of the employer, furnishes the employee's transportation, compensates the employee for use of his own vehicle, or pays the employee for travel time. This exception, known as the *Reneau* doctrine, is generally interpreted to mean that an employee whose work entails travel away from the employer's primary premises is held to be in the course of employment during the trip, except when on a distinct personal errand. ... [T]he recent amendment to § 287.020.5 ... abrogated the *Reneau* doctrine to the extent that injuries in a company-owned or subsidized automobile are not compensable while traveling from: (1) the employee's home to employer's principal place of business; or (2) the employer's principal place of business to employee's home. Unless one of these exceptions applies, the *Reneau* doctrine remains in effect to allow compensation.

Harness, 291 S.W.3d at 305.

Neither exception to the *Reneau* doctrine is applicable to the facts of this case. Employee was not on her way home from employer's place of business or vice versa. Rather, employee was between tasks for employer while travelling from one client's home to another. It is uncontested that employer reimbursed her mileage during such trips. There is no evidence to suggest that employee was on any distinct personal errand of her own when the motor vehicle accident occurred. Rather, employee was in a place that she might reasonably be in fulfilling her duties to employer: the road leading to employer's client's home.

Given these facts and circumstances, I conclude that the *Reneau* doctrine applies and that employee met her burden of establishing she sustained an accident arising out of and in the course of her employment when she was injured in a motor vehicle accident while driving for employer on July 19, 2007. The parties have stipulated that employee's injuries were medically causally related to the accident of July 19, 2007, and that employer had notice of the accident. Accordingly, I would reverse the award of

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the administrative law judge and enter a temporary award granting the future medical care to which employee is entitled.

Because the majority has determined otherwise, I respectfully dissent from the decision of the Commission.

John J. Hickey, Member

ISSUED BY DIVISION OF WORKERS' COMPENSATION

FINAL AWARD

Employee: Sue Ann Hecker

Injury No. 07-073834

Dependents: N/A

Employer: Endeavor Home Care LLP

Additional Party: N/A

Insurer: Guarantee Insurance Company

Hearing Date: March 22, 2010

Checked by: GLR/rf

SUMMARY OF FINDINGS

1. Are any benefits awarded herein? No.
2. Was the injury or occupational disease compensable under Chapter 287? No.
3. Was there an accident or incident of occupational disease under the Law? No.
4. Date of accident or onset of occupational disease? July 19, 2007.
5. State location where accident occurred or occupational disease contracted: Butler County 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? No.
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 was involved in a motor vehicle accident and injured her neck, and left shoulder and body as a whole.

12. Did accident or occupational disease cause death? No.
13. Parts of body injured by accident or occupational disease: Neck, left shoulder and body as a whole.
14. Nature and extent of any permanent disability: N/A.
15. Compensation paid to date for temporary total disability: \$0.
16. Value necessary medical aid paid to date by employer-insurer: \$0.
17. Value necessary medical aid not furnished by employer-insurer: None.
18. Employee's average weekly wage: Not determined.
19. Weekly compensation rate: Not determined.
20. Method wages computation: Wages not computed.
21. Amount of compensation payable: \$0.
22. Second Injury Fund liability: N/A.
23. Future requirements awarded: None.

No attorney fees are ordered in this case.

FINDINGS OF FACT AND RULINGS OF LAW

On, March 22, 2010, Sue Ann Hecker, the employee, appeared in person and by her attorney, Sheila R. Blaylock, for a hearing for a temporary award. The employer-insurer was represented at the hearing by its attorney, James H. Wesley. The Court took judicial notice of all of the records contained within the files of the Division of Workers' Compensation. The main issue in the case was whether the employee sustained an accident or occupational disease that arose out of and in the course of her employment. The Court prepared a final award as the Court determined that the employee did not have an accident that arose out of and in the course of her employment. 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 statement of the findings of fact and rulings of law, are set forth below as follows:

UNDISPUTED FACTS

1. The employer was operating under and subject to the provisions of the Missouri Workers' Compensation Act, and liability was fully insured by Guarantee Insurance Company.
2. On or about the date of the alleged accident or occupational disease the employee was an employee of Endeavor Home Care LLP and was working under the 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 injury was medically causally related to her accident or occupational disease.
6. The employer-insurer paid \$0 in medical aid.
7. The employer-insurer paid \$0 in temporary disability benefits.
8. The employee had no claim for any previously incurred medical bills.
9. The employee had no claim for mileage or other medical expenses under Section 287.140 RSMo.
10. The employee had no claim for temporary disability benefits.
11. The employee had no claim for permanent total disability.
12. The employee has no claim for permanent partial disability benefits.

ISSUES

1. Accident.
2. Average Weekly Wage.
3. Additional or Future Medical Care.

EXHIBITS

The following exhibits were offered and admitted into evidence without objection:

Employee's Exhibits

- A. Medical Report of Matthew F. Gornet, M.D.

- B. Medical Records from Poplar Bluff Regional Medical Center (6/24/06 – 12/06/07).
- C. Medical Records from Big Springs Medical Clinic (9/19/06 – 10/15/07).
- D. Medical Records from Neurological Associates of Cape Girardeau (8/07/07 – 12/13/07 and 10/17/07 – 3/04/10).
- E. Medical Records from St. Francis Medical Center (1/16/01 – 8/29/07 and 9/10/08).
- F. Medical Records from Ozarks Physical Therapy (9/06/07 – 9/28/07 and 1/21/08 – 4/21/08).
- G. Records from Mid America Rehab (9/06/07).
- H. Medical Records of M.B. Moore, MD (4/02/04 – 13/13/07 and 5/04/04 – 5/21/08).
- I. Medical Records from The Surgery Center of Poplar Bluff (12/13/07).
- J. Report – Missouri State Highway Patrol.
- K. Map of Accident Scene.
- L. AT&T Telephone Records of Sue Ann Hecker.
- M. AFLAC Accidental Injury Claim Form
- N. Report of Injury (07-073834).
- O. Claim for Compensation (07-073834).
- P. Endeavor Check Stub.
- Q. Requests for Treatment.
- R. Attorney's Contingent Contract.
- S. Earnings Statement.

Employer-insurer Exhibits

- 1. Medical Report of David R. Lange, M.D.
- 2. Time Sheets for Sue Ann Hecker.
- 3. Time Sheets for Sandra Roberts.
- 4. Schedule.
- 5. Client List.

STATEMENT OF THE FINDINGS OF FACT AND RULINGS OF LAW:

STATEMENT OF THE FINDINGS OF FACT-

Sue Ann Hecker was the only person to personally testify at trial on her behalf. The employer-insurer called four additional witnesses who testified personally at trial: Mary Houghtaling, Sandra Roberts, Kelly Kearbey and Melinda Joplin. All other evidence was presented in the form of written records, medical reports or medical records.

Testimony of Sue Ann Hecker

The employee started working for Endeavor as a CNA/homecare provider in December 2006. In this position she would use her personal vehicle to travel to client's homes to provide homecare services to them. She also used her car to run errands for the clients and to pick up and deliver prescriptions to clients. She testified that Endeavor's home office is in Elsinoe, Missouri and she lives in Elsinoe.

She discussed scheduling and indicated that most of the time appointments were set for a week with clients, but scheduling was subject to change if a client changed the schedule or if one homecare provider had to cover a conflict of another provider.

Ms. Hecker testified that she was involved in a motor vehicle accident (MVA) in her private vehicle on July 19, 2007 while she was working for Endeavor and driving from one client's house to another client's house to provide home care services. She testified that as of the previous day she understood that she was scheduled to see a client on Highway W in the morning. She testified that in the morning she was picking tomatoes in her garden when she got a call from Ms. Joplin on her cell phone to switch the time when she saw certain clients. She testified that she was scheduled to see Ms. Houghtaling and Ms. Venable on that day, the switch was that she was to see Ms. Houghtaling in the AM and then see Ms. Venable at 1 PM. Ms. Houghtaling lives near Greenville and Ms. Venable lives in Poplar Bluff.

Ms. Hecker testified that Ms. Joplin told her that Ms. Roberts, another homecare provider, needed to switch due to a personal conflict and that she needed to see Ms. Houghtaling in the morning and then see Ms. Venable in the afternoon. The employee testified that she then went to her house to get the phone number and called Ms. Houghtaling to make sure the change was ok and then she called Ms. Joplin from her home phone to tell her the switch was all right. She also testified that she did not recall any conversation about picking up a prescription to deliver to Ms. Holtz the next day.

She testified that she saw Ms. Houghtaling in the morning and was traveling to see Ms. Venable in Poplar Bluff in the afternoon when she had her MVA and was struck by another vehicle causing her to injure her left shoulder and neck. Ms. Hecker testified that after the accident 911 was called, she called her husband, the police arrived and she called Ms. Joplin. She also testified that her husband drove her to the ER in Poplar Bluff and she did not get to Ms. Venable's that day.

Ms. Hecker reviewed Employee's Exhibit L and testified about it. She said her cell phone number is 573-300-3243. She indicated that the first call on July 19th was from Ms. Joplin and that is where Ms. Joplin called her while she was picking tomatoes and asked her to change her schedule. She said she then used her home phone to call Ms. Houghtaling as she did not have her number in her cell phone. The employee's home phone records were not presented at trial.

Ms. Hecker testified that the accident happened between 1:00 and 1:30. She said that she called Ms. Joplin and told her about the accident, that she was hurt and going to see a doctor and would not see Ms. Venable. She indicated that she worked the next day after the accident.

The employee also provided testimony about various other exhibits in the case indicating that she had never seen Employer-Insurer's Exhibits 4 and 5 before trial. She testified that Exhibit 5 is not correct. She said that at the time of the accident she was still proving care to Ms. Venable and denied that she ever told her employer that she wanted off Ms. Venable's case as it was too far to drive.

Employer-Insurer's Exhibit 3 is an Endeavor work schedule for Sandra Roberts that shows that she provided homecare services to Ms. Venable from 8:45 AM to 11:45 AM on July 19, 2007. It also indicated that Ms. Roberts provided services to Ms. Venable on July 18, 2007, July 20, 2007 and July 21, 2007.

Ms. Hecker asked that she be provided more medical care due to the injuries from her accident.

Testimony of Mary Houghtaling

Ms. Houghtaling is an elderly lady. She was a client of Endeavor on July 19, 2007. The employee had provided care for her in her home. She was questioned about a phone call that she supposedly received on July 19, 2007 concerning changing the time that Endeavor/the employee was to provide services for her on that day. She testified that she does not remember such a call as it was several years ago. She did testify Ms. Hecker got a telephone call on that day and that the employee told her that some man called her and she had to go to Poplar Bluff that day.

Testimony of Sandra Roberts

On July 19, 2007, Ms. Roberts was a home care provider working for Endeavor. She testified that she quit working for Endeavor two years ago and presently does not work for Endeavor as she is on "disability".

Ms. Roberts testified that she was working for Endeavor on July 19, 2007. She indicated that she was scheduled to work for Katie Venable from 8:45 AM to 11:45 AM on July 19, 2007. She further testified that she worked for Ms. Venable as scheduled on July 19, 2007.

Ms. Roberts testified that she did not call Endeavor/Ms. Joplin on July 19, 2007 trying to change her schedule due to a personal conflict. She testified that she did not have a personal conflict that day; she did not call asking to change her schedule that day and would not have done so as she had only been working for Endeavor for about two weeks at that time. Ms. Roberts testified that she did not call anyone on July 19, 2007 about changing her work schedule.

Ms. Roberts was challenged about her testimony on cross examination by employee's counsel and remained quite confident about the accuracy of her testimony.

Testimony of Kelly Kearbey

Ms. Kearbey is a co-owner of Endeavor along with Ms. Joplin. She testified that she sits side-by-side with Ms. Joplin at the office and she can hear her side of the phone calls that Ms. Joplin receives. She testified that she did not recall Ms. Joplin receiving any calls on the morning of July 19, 2007 to request a change in anyone's schedules.

She testified that she is not aware of any schedule changes that were to be made on July 19, 2007. She also testified that she did not receive a call from Ms. Roberts about a schedule change due to a conflict.

She further testified that on July 19, 2007 she left the home office in Elsinore to drive to Poplar Bluff to pick up a prescription for Ms. Holtz who was another client of Endeavor. This was done as she indicated that the employee was supposed to deliver the prescription to Ms. Holtz on July 20, 2007. She also indicated that the employee came by the office on July 20, 2007 to pick up that prescription.

During cross examination she testified that the employee was not supposed to be in Poplar Bluff July 19th and that she would not have had to go to Poplar Bluff on July 19, 2007 if the employee was scheduled to work there that day. She also indicated that there can be missed communications but that does not happen very often as two girls cannot be scheduled at a client's house at the same time as Endeavor will not be paid for both of them.

Testimony of Melinda Joplin

Ms. Joplin is the other co-owner of Endeavor. She testified that she and Ms. Kearbey started the business in 2006.

Employee's Exhibit L contains records of phone calls made from and to the employee's cell phone. That exhibit indicates that the employee received in coming telephone calls from telephone number 573-300-6340 on July 19, 2007 at 8:12 AM, 1:16 PM, 1:40 PM and 1:43 PM. The employee testified that 6340 is Ms. Joplin's number.

Ms. Joplin testified about that exhibit. She was asked about the 8:12 AM call. Ms. Joplin testified that the call was not about a conflict, but was her call to the employee about swinging by the office and picking up the prescription that was going to be delivered to Ms. Holtz. She indicated that she neither made nor received any phone call with the employee about a schedule change due to a conflict. She indicated that there was no switch as someone else had been assigned to Ms. Venable. She said the employee did not call about a switch as there was no switch to be made. She also testified that after 1:00 PM she called the employee to let her know that the Holtz prescription was at the office and inquired why it had not been picked up yet. She further reported that it was about this time that the employee told her she had been in a wreck, she was ok and that the police were there. The employee called back later.

Ms. Joplin also talked about calendars and scheduling for her business.

RULINGS OF LAW-

Accident

The primary issue to be resolved in this case is whether the employee's MVA that occurred on July 19, 2007 arose out of and in the course of her employment. There is no question that the employee was involved in a MVA that occurred on July 19, 2007. If the employee was traveling to Katie Venable's house in order to perform services for Ms. Venable as required by her job, then the MVA arose out of and in the course of her employment, and a favorable award allowing

compensation should be entered. If, however, the employee was not attending to the business of her employer and not going to Ms. Venable's at the time of her MVA, then the MVA did not arise out of and in the course of her employment, and accordingly an award denying compensation should be issued. If the MVA was in the course and scope then the Court should prepare a temporary award. On the other hand, as accident was the main issue, if the Court determined that a compensable accident did not occur, then the Court should prepare a final award.

After weighing all of the evidence in the case and after specifically weighing and considering the testimony of the witnesses as to credibility, consistency and bias, the Court prepared a final award in this case finding that the employee did not provide credible and convincing evidence to prove that her MVA of July 19, 2007 arose out of and in the course of her employment. The Court specifically found that the employee did not meet her burden of proof that her MVA occurred while she was on her way to provide treatment for Katie Venable in furtherance of her service to her employer.

This is another case where the final decision of the Court is based on a determination of the credibility of witnesses. Potential bias of the witnesses was a factor to be considered and was considered by the Court. Any employee who is trying a case seeking benefits would certainly be biased in their favor. Ms. Kearbey and Ms. Joplin would certainly be biased in favor of their company as the employee was seeking benefits to the potential detriment of their company. Ms. Houghtling had no apparent bias, however the Court did not find her overall testimony to be completely reliable or persuasive. She basically had no recollection of facts that were relevant to a determination of the issues in this case. That leaves Sandra Roberts. Sandra Roberts does not appear to have any bias or prejudice in this case. She has not worked for Endeavor for two years and did not appear to have any allegiance to the employee. In addition, she was positive about the matters she was questioned about. The Court found her to be a credible witness, free from bias and believable when you contrast and consider her testimony and the information she provided against the testimony and information provided by the employee, Ms. Kearbey, or Ms. Joplin.

It is my opinion that the most significant evidence presented was Sandra Roberts' testimony. She testified that she would not have requested a change in her schedule due to a personal conflict based on the fact that she had recently started work for Endeavor and that she did not want to make any waves. She also testified that she knew that she did not have a conflict on that afternoon and that she did not call Ms. Joplin to change her work schedule. Although Ms. Roberts was employed by Endeavor at the time of the accident, she was not employed with Endeavor when she testified.

It is my opinion when considering the record in its entirety, Ms. Houghtaling, Ms. Roberts, Ms. Kearbey and Ms. Joplin's testimony are more credible than Ms. Hecker's testimony and is more than sufficient to support an award denying compensation.

Average Weekly Wage and Future Medical Care

The Court has ruled that the employee did not sustain an accident that arose out of and in the course of her employment. Due to this ruling, all other issues are moot and were not ruled upon by the Court.

ATTORNEY'S FEE

No attorney fees are awarded in this case.

INTEREST

No interest will accrue in this case.

Made by:

Gary L. Robbins
Administrative Law Judge
Division of Workers' Compensation

Date: _____

A true copy: Attest:

Naomi Pearson
Division of Workers' Compensation