IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

CASE NO. 1D04-0347

CITY OF ORLANDO,

Appellant,

v.

BRIAN BISHOP (deceased),

Appellee.

_______________________________/

Opinion filed May 9, 2005.

An appeal from the Judge of Compensation Claims.
Judge John P. Thurman.

Barbara A. Eagan, Michael Broussard, and Danni Lynn Germano, of Broussard, Cullen, Degailler & Eagan, P.A., Orlando, for Appellant.

Paul A. Kelley, Winter Park, and Bill McCabe, Longwood, for Appellee.

PER CURIAM.

AFFIRMED.

BARFIELD, ALLEN, and THOMAS, JJ., CONCUR.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS
ORLANDO DISTRICT

Brian Bishop(Deceased),
Joyce Bishop, Substituted as
Claimant,

vs.

OJCC No.: 01-014627 ORL
JUDGE: John Thurman

City of Orlando and
City of Orlando Risk Management,

Employer/Self-Insured.

ORDER ON COMPENSABILITY AWARDING INDEMNITY BENEFITS

After proper notice to all parties, a trial was held on this claim in Orlando, Orange County, Florida, on November 18, 2003, before the HONORABLE JOHN P. THURMAN, Judge of Compensation Claims (JCC). Present at the trial were the Employee/Claimant's wife, JOYCE BISHOP (who was substituted and accepted by this Court as Claimant in place of her deceased husband), and her attorney, PAUL A. KELLEY, Esquire. Appearing on behalf of the Employer/Self-Insured were JAY R. GOLDRICK and GEORGE M. MILLER, and their attorneys, DANNI LYNN GERMANO, Esquire, and MICHAEL BROUSSARD, Esquire.

The record was left open for the Parties to prepare and submit additional Trial Memoranda as well as to hear additional closing arguments. A Status Conference was then held on December 1, 2003

before the undersigned to set a time for closing argument and time frame in which to submit Trial Memoranda. In addition, a preliminary ruling regarding the issue of compensability of the claim was provided.

Pursuant to the Status Conference and after proper notice to all Parties, the Continuation of the Final Hearing was held before the undersigned on December 18, 2003 at which time the record was closed. Present at the Closing Argument were PAUL A. KELLEY, Esquire, on behalf of the Employee/Claimant, and DANNI LYNN GERMANO, Esquire, and MICHAEL BROUSSARD, Esquire, on behalf of the Employer/Self-Insured.

Due to the Christmas and New Year's Holidays and vacation schedules of Counsels for the Parties, additional time was granted for drafting and submission of the final order.

The Court has jurisdiction of the parties and the subject matter of this trial.

The parties **STIPULATED** to the following:

1. The Claimant filled a claim alleging he sustained injuries in a work related accident on May 12, 1989 (Parties stipulated to this as being the appropriate date in the Pretrial Stipulation, although it is noted that the Employer/Self-Insured contends no compensable injury occurred);

2. The venue of the claim is Orange County, Florida;

3. There was an Employer/Employee relationship on May 12, 1989;

4. There was workers' compensation insurance coverage in effect on the date of the accident;

5. The accident or occupational diseases were not accepted by the Employer/Self-Insured as compensable;

6. There was timely notice of the pretrial conference and final hearing;

7. The Judge of Compensation Claims has jurisdiction over the subject matter and the parties; and

8. The correct AWW/CR is $816.40/$362.00 (maximum compensation rate for 1989) respectively, not inclusive of $38.18 per week in fringe benefits.

The **ISSUES** to be determined are:

1. Compensability of the Hypertensive condition which the Claimant developed over the course of his career as a firefighter;

2. Compensability of the COPD condition which the Claimant developed over the course of his career as a firefighter;

3. Payment of TTD/TPD, as appropriate, from 5/12/89 and continuing at the correct compensation rate;

4. Payment of Wage Loss Benefits, as appropriate, from 5/12/89 through 7/25/02 at the correct compensation rate;

5. Payment of death benefits from July 25, 2002 and continuing as appropriate;

6. Authorization of evaluation and treatment, if necessary, with a Board certified cardiologist for his hypertensive condition and with a board certified pulmonologist for his COPD condition;

and

7. Penalties, interests, costs and attorney's fees to be paid by the Employer/Carrier pursuant to F.S. §440.34.

The **DEFENSES** raised by the Employer/Self-Insured are:

1. The entire claim is denied. The condition complained of is not the result of an injury, by an accident, arising out of and in the course and scope of employment. The medical condition is due to natural causes or a pre-existing disease unrelated to the employment or developed by other means post employment. The employment is not the major contributing cause of the disability, death, need for care or treatment;

2. The Statute of Limitations has run and the claim is further barred by untimely notice pursuant to Florida Statutes §440.151, 440.185, 440.19, and 112.18, and any other applicable notice defenses;

3. The disability, death, and need for treatment is not causally related to the employment within a reasonable degree of medical probability or certainty;

4. AWW/CR is correct;

5. No medical evidence that loss of earnings subsequent to date of accident is causally related to the industrial accident. No entitlement to wage loss from May 12, 1989 to July 25, 2002 as claim has been denied in its entirety;

6. No entitlement to death benefits as claim has been denied in its entirety;

7. No penalties, interest, costs or attorney's fees due or owing; and

8. The Judge of Compensation Claims lacks jurisdiction over the parties.

At the time of the hearing, the following **ISSUES** were **WITHDRAWN** by the Employee/Claimant:

1. Correction of the AWW/CR to include all earnings in the 91 days prior to the accident (Parties stipulated to the correct AWW/CR just prior to trial); and

2. Authorization of evaluation and treatment, if necessary, with a Board certified cardiologist for his hypertensive condition and with a board certified pulmonologist for his COPD condition, as the Claimant deceased on July 25, 2003.

At the time of the hearing, the following **EXHIBITS** were offered and accepted into evidence:

Parties' Joint Exhibit #1: The Pretrial Stipulation that was approved by this Court, together with Amendments to the Pretrial Stipulation;

Parties' Joint Exhibit #2: The Notices of Injury for claims occurring on July 26, 1983 and May 3, 1984, with attached medical records;

Employee/Claimant's Exhibit #1: The Claimant's Hearing Information Sheet dated November 13, 2003;

Employee/Claimant's Exhibit #2: The Deposition of Frederick Droege taken on February 27, 2003;

Employee/Claimant's Exhibit #3: The Deposition of Francis Eugene Reynolds taken on February 27, 2003;

Employee/Claimant's Exhibit #4: The Deposition of Neil Tobin taken on February 27, 2003;

Employee/Claimant's Exhibit #5: The Deposition of Dr. Rajendra Hippalgoankar taken on April 7, 2003, together with attachments;

Employee/Claimant's Exhibit #6: The Deposition of Robert Bowman taken February 28, 2003;

Employee/Claimant's Exhibit #7: The Deposition of Charlie Lewis taken on February 28, 2003;

Employee/Claimant's Exhibit #8: The Deposition of Dr. Albert Razzetti taken on February 21, 2003, together with attachments;

Employee/Claimant's Exhibit #9: The Deposition of Dr. Juan Boudet taken on June 17, 2003, together with attachments;

Employee/Claimant's Exhibit #10: The Deposition of Dr. Lawrence Gilliard taken on June 16, 2003, together with attachments;

Employee/Claimant's Exhibit #11: The Deposition of Dr. Enrique Chapman taken on April 22, 2003, together with attachments;

Employee/Claimant's Exhibit #12: The Deposition of Dr. Juan Herran taken on April 21, 2003, together with attachments;

Employee/Claimant's Exhibit #13: The Deposition of Dr. Patrick Mathias taken on February 12, 2003, together with attachments;

Employee/Claimant's Exhibit #14: The Deposition of Dr. Juan Boudet taken on February 27, 2003, together with attachments;

Employee/Claimant's Exhibit #15: The Deposition of Dr. Lawrence Gilliard taken on April 1, 2003, together with attachments;

Employer/Self-Insured's Exhibit #1: The Employer/Self-Insured's Hearing Information Sheet dated November 13, 2003;

Employer/Self-Insured's Exhibit #2: The Deposition of Brian Bishop taken on October 12, 2001;

Employer/Self-Insured's Exhibit #3: The Deposition of Joyce Bishop taken on February 20, 2003;

Employer/Self-Insured's Exhibit #4: The Deposition of Dr. Stuart Brooks taken on September 15, 2003, together with attachments;

Employer/Self-Insured's Exhibit #5: The Deposition of Dr. Sunil Kakkar taken on October 28, 2003, together with attachments;

Employer/Self-Insured's Exhibit #6: The Deposition of Dr. Enrique Calle taken on February 21, 2003, together with attachments; and

Employer/Self-Insured's Exhibit #7: The Deposition of Dr. Gary Rothwell taken on February 25, 2003, together with attachments.

At the time of the hearing, the following **EXHIBITS** were **PROFFERED** by the Parties for consideration by this Court as stated hereafter:

Employee's Proffered Exhibit A: The Trial Memorandum and Closing Argument dated December 18, 2003, together with attachments; and

Employer/Self-Insured's Proffered Exhibit A: The Memorandum of Law Regarding Temporary Total, Temporary Partial, and Wage Loss Benefits Available To The Claimant Under The 1989 Workers' Compensation Act dated December 9, 2003.

At the time of the trial, the EMPLOYEE/CLAIMANT **WITHDREW** the following **EXHIBITS**:

1. The Deposition of George Michael Miller taken on February 20, 2003; and

2. The Fully Favorable Decision from the Social Security Administration dated July 21, 2003, finding the Employee/Claimant to be fully disabled; and

3. The Composite Medical Exhibit which included records of: Dr. Michael Diamond; Dr. Fasial Fakih; Dr. Clarence Gilbert; Dr. Enrique Chapman; Dr. Andrew Taussig; Dr. Patrick Mathias; Dr. Michael Diechen; Dr. Gary Rothwell; and the Industrial Medical Unit (IMU).

At the time of the trial, JOYCE BISHOP, JAY R. GOLDRICK, and GEORGE MICHAEL MILLER **TESTIFIED LIVE** before me.

STATEMENT OF THE CLAIM

The Employee/Claimant, Brian Bishop (hereinafter referred to as "Claimant"), was a former City of Orlando Firefighter/EMT who was seeking compensability of his claims of Hypertension and COPD.

The Claimant had been with the Employer for 16 years until his retirement in May 1989. On July 25, 2002, Mr. Bishop passed away from cardiac arrest and athrosclertic cardiovascular disease. The pursuit of this claim is being continued by his wife, Joyce Bishop.

The Claimant underwent a pre-employment physical on October 8, 1973 just prior to being accepted for and beginning his employment with the City of Orlando. There were no abnormalities evident from the pre-employment physical and the Claimant's blood pressure reading of 130/80 was considered to be within normal limits.

Mr. Bishop was 45 years old at the time of his retirement on May 11, 1989, having been born February 12, 1944. Over the course of his career as a firefighter, the Claimant had sustained several minor injuries, none of which caused him any major ongoing problem or disability.

Subsequently, Mr. Bishop also developed hypertension and Chronic Obstructive Pulmonary Disease (hereinafter referred to as "COPD") over the course of his firefighting career. The diagnoses of COPD and hypertension both came about in late 1988 during routine annual physicals for City of Orlando by the physicians at the City's Industrial Medical Unit (hereinafter referred to as "IMU"). Both conditions were reported to the City by the City's doctor through correspondence to the Pension Board Members and Participants, as well as by the Claimant himself.

Mr. Bishop was recommended to retire by Dr. Boudet, the Bureau Chief and Director of IMU, due to the severity of his COPD and

hypertensive conditions. As a result of this recommendation, Mr. Bishop filed for an in line of duty disability pension with the City of Orlando based on his COPD and hypertensive conditions.

Despite having knowledge of the conditions and the Claimant's contention that the conditions were work related pursuant to his request for an in line of duty disability pension, the City failed to forward to the Claimant any information concerning his rights, benefits and obligations under Florida's Workers' Compensation Law with respect to his work related injuries.

On May 11, 1989, the Pension Board for the City of Orlando granted Mr. Bishop an in line of duty disability retirement based on his hypertension.

At the time of the Pension Board Meeting on May 11, 1989, the Pension Board members consisted of: Chairman George M. Miller, Director of Finance; Chief Francis Eugene Reynolds; Firefighter Frederick M. Droege, Board Secretary/Trustee; Firefighter Bruce P. Hncir, Board Trustee; and Firefighter Neil F. Tobin, Pension Board Appointee. The Board consisted of two members voted by the members of the firefighters; two members appointed by the City; and one member appointed by the other four members.

Also in attendance and participating in the Pension Board hearings were: Mildred F. Hillier, Executive Secretary; Joan McGrath, Recording Secretary; Acting Chief Charlie P. Lewis; Chief Robert A. Bowman; R.L. Hamilton, Pension Board Counsel; and the Claimant, Brian Bishop. Chief Lewis and Chief Bowman were in

supervisory capacity over the Claimant, although not his immediate supervisor. Both were present at the pension hearings as representatives of the City of Orlando and not as Pension Board Members.

Mr. Bishop contends that as a result of the City's failure to inform him of his rights, he was not aware he was entitled to workers' compensation benefits through the City for these conditions beyond his disability retirement pension.

The Employer/Self-Insured claim they first received notice of these conditions on September 13, 2001, and therefore also assert a defense of Statute of Limitations.

In making my **FINDINGS OF FACT AND CONCLUSIONS OF LAW** in this claim, I have carefully considered and weighed all of the evidence presented to me. I have observed the candor and demeanor of the witnesses who testified live before me and have resolved all of the conflicts in the testimony and the evidence.

After having carefully considered the testimony presented to me live at trial and the deposition testimony, as well as all the evidence, the statute, and applicable case law, and further having heard arguments of counsel, I hereby make the following determinations:

(1) The Judge of Compensation Claims has jurisdiction of the Parties and the subject matter of the claim.

(2) The stipulations of the Parties as to certain facts are approved and adopted by me.

(3) I find that the Claimant sustained a compensable injury/condition as a result of his employment with the Employer and that the logical and reasonable date to utilize as the date of accident is May 12, 1989. The Parties have stipulated in the Pretrial Stipulation to this date being the date of accident, and the testimony of the Claimant as well as that of the Pension Board Members and Participants was that this was the date of his retirement, and therefore, his date of disability. I find this to be significant because the Statute in question is one of the mechanisms which causally relates the Claimant's conditions to the work related activities. Therefore, it is logical to find that a date of accident exists around the time the Claimant was no longer able to continue in his occupation as a fire fighter due to his work related conditions. Further, the testimony of Dr. Boudet as well as that of the Claimant was that he was no longer able to continue in his position as a fire fighter as of May 12, 1989. This clearly relfects the continuing nature of his condition and clearly demonstrates an ongoing and continual disability.

The testimony of Dr. Juan Boudet as well as that of the Claimant, both of which I accept, is that the Hypertension and the COPD were discovered as a part of routine annual physicals.

The Claimant filed an application for an in line of duty disability pension with the City of Orlando based on these two conditions. The uncontroverted testimony of the Pension Board Members, other Pension Hearing participants, the Claimant, and Dr.

Boudet, all of which I accept, was that the Claimant was awarded an in line of duty disability pension.

Pursuant to the live testimony of George Michael Miller, which I accept, an in line of duty disability pension under the City of Orlando can only be granted where the Claimant has proven by the preponderance of the evidence, that the condition is considered to be: 1) totally disabling in that it precludes the individual from performing the useful and essential job functions/duties of a firefighter; 2) must be permanent in nature, (ie. that it is not likely to improve to the point the individual could return to that occupation with treatment and/or time); 3) that there is no preexisting condition causing the disability; 4) that no light duty is available with the employer with no reduction in pay; 5) that no other exclusions exist that may have caused the condition or the resulting disability; and 6) that the condition be directly caused by his employment. This testimony is supported by the testimony of the other Pension Board Members and participants, as well as that of the Claimant and Dr. Boudet, which I accept.

In order to meet his burden of proof, the Claimant had to provide medical records from his treating cardiologists and pulmonologists as well as be subjected to independent medical evaluations by cardiologists and pulmonologists of the City's choice. After having reviewed all the evidence, the City of Orlando's Pension Board, supported by medical documentation and the recommendation of their own physicians, found Mr. Bishop's

condition to be totally disabling, permanent in nature, and the result of his employment with the City. In addition, they did not have a light duty position available with the City without a reduction in pay.

As Dr. Boudet and several of the Pension Hearing Participants were employees of the City, their testimony could be considered an admission against interest in that they testified these conditions totally and permanently disabled Mr. Bishop from performing his duties as a fire fighter and that the condition was considered to be work related.

Beyond the testimony of Dr. Boudet and the Pension Board Members and Hearing participants is the multiplicity of testimony provided by the various treating and examining physicians which support a finding of compensability for the Hypertensive and COPD conditions.

Ordinarily heart disease is not considered compensable as an occupational disease, however, the "heart/lung bill" presumptively establishes heart disease as a compensable occupational disease for firefighters. See Sledge v. City of Fort Lauderdale, 497 So.2d 1231 (Fla. 1st DCA 1986). I find the Claimant to be entitled to the benefit of the presumption afforded him pursuant to Florida Statute §112.18 often referred to as the "heart/lung bill" for his hypertensive condition. Accordingly, based on the presumption, I find the Claimant's cardiac conditions to be an occupational disease which he sustained within the course and scope of

employment with the employer.

The Legislature through Florida Statute §112.18 set up a presumption for firefighters and law enforcement officers. Under this presumption, a firefighter is presumed to have suffered certain conditions in the line of duty, unless the contrary can be shown by competent evidence. This presumption includes cardiac disease, hypertension and tuberculosis.

Florida Statute § 112.18 provides in pertinent part:

"Any condition or impairment of health of any...fire control district firefighter caused by tuberculosis, heart disease or hypertension resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by competent evidence. However, any such firefighter shall have successfully passed a physical examination upon entering into any such service as a firefighter, which examination failed to reveal evidence of any such condition."

As stated, in order to fall within this presumption, a firefighter must have successfully passed a physical examination upon entering into any such service as a firefighter, and that examination must have failed to reveal any evidence of such condition. The uncontroverted testimony is that the Claimant joined the City of Orlando Fire Department following successful completion of a pre-employment physical on October 8, 1973. That physical failed to reveal any evidence of hypertension, cardiac

disease or tuberculosis. There was no evidence submitted by the Employer/Self-Insured to contradict this testimony.

Further, it is clear from the evidence of Dr. Boudet, Dr. Calle, Dr. Mathias, Dr. Chapman, Dr. Kakkar, Dr. Hippalgoankar, and that of the Claimant that the first diagnosis of Hypertension and COPD came during routine annual physicals with the Employer in 1988. There is no evidence that these conditions existed prior to that date.

As I have found that the Claimant has successfully passed a pre-employment physical without evidence of hypertension or heart disease, the presumption goes into effect and can only be overcome by competent evidence.

Based on Statute and case law, where a firefighter has successfully passed a preemployment physical without evidence of hypertension, heart disease, or tuberculosis, as here, the presumption goes into effect and can only be overcome by competent evidence. However, where there is evidence supporting the presumption, the burden is more stringent and the presumption may only be overcome by clear and convincing evidence pursuant to the Florida Supreme Court's ruling in <u>Caldwell v. Division of Retirement, Florida Division of Administration</u>, 372 So.2d 438 (Fla. 1979). In <u>Caldwell</u>, the Court was faced with conflicting medical evidence. There was evidence that the Claimant's heart disease was caused by arterial sclerosis unrelated to his employment and there was also evidence that recent employment stress or employment

stress over a period of time caused the heart disease in whole or in part. The Court stated that in such circumstances, the presumption could only be overcome by clear and convincing evidence, and that, in the absence of cogent proof to the contrary, the policy in favor of job relatedness must be given effect. In that regard, it was further noted:

"That statutory presumption is an expression of a strong public policy which does not vanish when the opposing party submits evidence. Where the evidence is conflicting, the quantum of proof is balanced and the presumption should prevail." Caldwell at 441.

Dr. Enrique Chapman (Pension Board's cardiological IME), Dr. Rajendra Hippalgoankar (treating cardiologist), Dr. Sunil Kakkar (the Court's EMA), and Dr. Patrick Mathias (Claimant's Cardiological IME), each testified that the Claimant has uncontrolled essential hypertension of unknown etiology which can be aggravated or exacerbated by stressful environments such as that of a firefighter. I accepted their testimony in this context. Even Dr. Enrique Calle (the Employer/Self-Insured) testified the Claimant has primary or essential hypertension of unknown etiology. He initially testified the hypertension was related to his obesity and improper diet, but then testified that he could not state the major contributing cause of the Claimant's hypertensive condition. Dr. Calle did agree however, that the work environment, although not the cause of the hypertensive condition, did have an aggravating effect on the hypertensive condition. I accept this

portion of his testimony and reject any other where it conflicts or contradicts the testimony of the other cardiologists.

In Mr. Bishop's case, the Employer/Self-Insured has not presented any evidence as to actual causation that would provide either competent or clear and convincing evidence to overcome the presumption. The testimony of Dr. Enrique Calle, the City's cardiological IME was that he could not state what was the cause of the Claimant's hypertension, only the risk factors that he believed to have been involved. In fact, he agreed with all the other cardiologists who had testified that the Claimant had essential hypertension which was of "unknown etiology". Accordingly, no one can determine the actual cause. Further, most of the cardiologists have opined that Mr. Bishop's employment may have played an aggravating or exacerbating role in increasing his periodic hypertensive symptomatology.

The Statute also requires the condition or disease must result in "total or partial disability or death in order to be presumed to have been accidental and to have been suffered in the line of duty". In Mr. Bishop's situation, the hypertension and COPD were the cause of his need for early retirement after only 16 years of service with the fire department. It was at the recommendation of the City's IMU physicians that the Claimant sought early retirement in the form of an in line of duty disability. The definition of "disability" under section 440.02(12) of the Florida Statutes means "incapacity because of the injury to earn in the same or any other

employment the wages which the employee was receiving at the time of the injury".

Further, pursuant to the City's own findings at the hearing, Mr. Bishop's conditions were both permanent and total in nature, preventing him from performing the useful and essential job duties of a firefighter, and they were unable to continue to employ him in a light duty capacity. As a result of these findings, the Claimant has proven a disability (inability to earn the wages which he was receiving at the time of his injury), and his position is supported by medical evidence and the City's own ruling.

Following the analysis in Caldwell, the Employer/Carrier must demonstrate, in situations such as this, clear and convincing evidence that some other factor was the cause of the Claimant's condition and need for treatment. I find the Employer/Self-Insured has not met their burden to provide medical evidence that the Claimant's cardiac conditions were caused by a specific, non-work related events or exposures.

Based on the totality of the medical evidence, the testimony of the Claimant and his wife, as well as the testimony of the Pension Board Members and participants, I find the Claimant did sustain a permanent disability constituting a loss of earning ability as a result of his compensable conditions.

Consistent with the holdings in the Caldwell decision, I find the presumption contained in Florida Statute 112.18 to be applicable and rule that the Claimant's cardiac conditions are

compensable.

Regarding the COPD condition, the Claimant was evaluated by Dr. Juan Herran, pulmonologist, at the request of the Pension Board; by Dr. Lawrence Gilliard, the Employer/Self-Insured's Pulmonary IME; and again by Dr. Stuart Brooks, the Employer/Self-Insured's second Pulmonary IME. He also treated with Dr. Gary Rothwell, primary care physician; was evaluated by Dr. Juan Boudet, Director of the City's IMU; and Dr. Albert Razzetti, treated Mr. Bishop physician for both the hypertension and pulmonary conditions.

Dr. Juan Boudet testified he felt the Claimant's pulmonary condition was the result of several smoke inhalations he sustained as a firefighter. I accept his testimony in its entirety.

Neither Dr. Rothwell or Dr. Razzetti could definitively indicate the cause of the Claimant's COPD, but did agree that he had COPD and essential hypertension. I accept their testimony where not in conflict with that of Dr. Gilliard or Dr. Boudet, and reject any that may be in conflict as not supported by the medical evidence or facts.

Dr. Juan Herran saw the Claimant on behalf of the Pension Board. He was not able to clearly determine the major contributing cause of the Claimant's COPD. He did opine that exposures to smoke inhalations and toxins, as well as smoking can be contributing factors. In addition, he could not rule out the Claimant's work as a firefighter as a contributing or causative factor in the

Claimant's COPD. He testified he did not have enough information. Dr. Herran also testified that individuals can develop acute and long term effects associated with exposure to fires. He did concur that the Claimant was not capable of performing his useful and effective work as a firefighter and therefore recommended a favorable finding of disability based on pulmonary factors alone. I accept his testimony where it is consistent with that of Dr. Gilliard's and Dr. Boudet's and reject any that may be considered contrary to their opinions based on Dr. Herran stating he did not have enough information.

Dr. Lawrence Gilliard clearly indicated the Claimant's COPD condition to be the result of his work related activities and his smoke inhalations. I accept his testimony in its entirety, and as the Employer/Self-Insured's IME, they are bound by his opinions.

Dr. Stuart Brooks was the Employer/Self-Insured's second IME regarding the pulmonary condition. He concurred the Claimant did have COPD, however was not conclusive as to the causation. Dr. Brooks testified that he did not have the complete medical records which he stated he would need in order to be give a more accurate opinion. He further testified that he had not been provided with medical records from Dr. Boudet, IMU, Dr. Gilliard, or Dr. Mathias from the Employer/Self-Insured. In addition, his opinions were based on an assumption that the Claimant had ongoing complications from childhood asthma, therefore, Mr. Bishop's smoke inhalation exposures at work merely exacerbated or temporarily aggravated the

conditions. I find there was no medical evidence to support this assumption. I therefore reject his testimony in its entirety. Not only did he operate under an incorrect assumption regarding the Claimant's childhood asthma, but in addition, he was not aware of the Claimant's years of service as a firefighter, number of exposures, nor the intensity, duration or significance of the exposures. However, he did testify that the Claimant could not work as a firefighter as a result of this condition. This supports a finding of disability and an award of indemnity benefits. He also testified that there is no guarantee of developing symptomatic asthma as it requires a triggering factor. Dr. Brooks was unable to rule out the Claimant's employment as a triggering factor. The testimony of Dr. Brooks is neither clear nor convincing and therefore not sufficient to overcome the presumption.

Each of the Employer/Self-Insured's IME physicians testified that Mr. Bishop could not perform his work as a firefighter and that the conditions were either caused by or aggravated by his employment with the Employer. The Statute and case law support the proposition that a Party is bound by the opinions of their own experts. Thus, the conclusion that he was disabled and unable to work as a firefighter.

Accordingly, based on Florida Statutes §112.18 and Chapter 440, the totality of the medical evidence as accepted, supported by the lay testimony of the Claimant and his wife, whose testimony I accept, as well as that of the Pension Board Members and Hearing

Participants, I find both the Hypertension and COPD conditions to be compensable. The Employer/Self-Insured has failed to provide competent evidence to assert their defenses that the condition is not the result of an injury, by an accident, arising out of and in the course and scope of employment. Their own IME physician's contradict this assertion. They have also failed to meet their burden of proof that the medical condition is due to natural causes or a pre-existing disease unrelated to the employment or developed by other means post employment. The Employer/Self-Insured have further failed to show by clear and convincing evidence any other cause for the hypertension, or another more likely cause for the COPD by competent evidence. Beyond that, their physicians clearly testified that at a minimum, the COPD, if not caused by the employment was aggravated by it.

(4) I find that the Claimant's work activities, performed in the course and scope of his employment were the cause of the Claimant's injuries and need for medical treatment. These findings are supported by the facts and circumstances of this claim, in conjunction with the evidence presented before me both live and in exhibit form.

Each of the treating and examining physicians provided testimony that the Claimant would need to continue treatment for his cardiac and pulmonary conditions. Specifically, he would need to continue prescription drug therapy to control his hypertension, as well as a diet and exercise program. He also required

bronchodialators, inhalers and prescription medications for his COPD condition. Mr. Bishop had been recommended for further pulmonary and cardiac rehabilitative treatment which was he not able to undertake as a result of his unfortunate death.

(5) I find the Claimant's assertion of estoppel does apply and the Employer/Self-Insured's is estopped from asserting its defenses of Statute of Limitations and Improper/Untimely Notice. This finding is supported primarily by two factual positions: First, the Employer had actual or constructive knowledge of the accident; and Second, that the Employer failed to notify the Claimant of his rights under workers' compensation until September 13, 2001, thereby tolling the Statute of Limitations pursuant to case law.

The Employer/Self-Insured allege their first notice of the conditions was on September 13, 2001. I reject this argument based on the live testimony of their own witness, George Michael Miller. I find that they had both actual and constructive knowledge of the conditions and the Claimant's belief that they were work related in 1988 and 1989 as a result of the annual physicals and the disability pension process as discussed previously herein. Both process put Employer representatives, more specifically Dr. Boudet, Chief Lewis and Chief Bowman, in possession of the actual information involving the conditions and the Claimant's allegations that they are work related. Mr. Miller testified that he and the other members of the Pension Board were aware of the Claimant's

conditions in 1989 and his belief that they were the result of his work related activities. In addition, he testified that non pension board members but pension board participants, such as Chief Lewis and Chief Bowman were aware of these conditions and the Claimant's belief that they were work related. He testified that these individuals and others were there as agents or representatives of the City of Orlando, and not there as members of the board. Accordingly, I find they had actual, timely and sufficient notice of the industrial accident and conditions.

Additionally, I find that the Employer/Self-Insured failed to put the Claimant on notice of his rights, duties and responsibilities under workers' compensation. Mr. Miller testified live before me that no one put the Claimant on notice of his workers' compensation rights and that there was no provision for referring someone over to workers' compensation that had filed for an in line of duty disability.

The testimony of Mr. Miller is supported by the deposition testimony of the Claimant, Mike Droege, Chief Bowman, Neil Tobin, Chief Francis Reynolds, Chief Charlie Lewis, and Dr. Boudet, Bureau Chief for the City's IMU. Each of these individuals testified that they were aware of the conditions complained of and that the Claimant was asserting that they were the result of his work related activities.

Beyond having actual or at the minimum, constructive knowledge of the conditions and their work related nature, Mr. Miller, the

Claimant, and each of the deponents involved in the pension process testified that they did not provide the Claimant with notice of his rights under workers' compensation, and did not know of anyone who did. Further, the City had no process in place to refer Mr. Bishop to workers' compensation from the pension process. I accept their testimony where it is consistent with my finding that the City and the Pension Board was put on notice of these claimed conditions and that they failed to notify the Claimant of his rights under workers' compensation as required by Florida Statute §440.185 as it existed in 1989, and as supported by case law.

The Employer/Self-Insured also presented the live testimony of Jay R. Goldrick to substantiate their defenses of lack of notice and statute of limitations. Although Mr. Goldrick's testimony was informative and interesting, it was not supported by factual evidence, and is therefore not persuasive.

Mr. Goldrick testified that he was unable to make certain factual determinations regarding the timing of the complaints and notice as the claim was so old and many of the records have been lost or destroyed. Mr. Goldrick did not become an employee of the City until August 1996 and did not become involved in Mr. Bishop's claim until September 2001. He also did not have personal knowledge of the circumstances surrounding the retirement of Mr. Bishop, his medical condition, or request for an in line of duty disability, unlike Mr. Miller and the other deponents.

Mr. Goldrick's statement was that "Risk Management's" first

notice of the claim was on September 13, 2001. However, he could not state when the "City's" first notice was as, he was not involved or even employed at that time. I find it significant that he mentioned that it was "Risk Management's" first notice. He could not contradict the testimony of the other witnesses nor that of the Claimant that notice was given in 1989. As a matter of fact, he testified to his difficulty in finding documentation relating to this date of accident, although he was able to find two other notices of injury. Accordingly, I reject his testimony where it is in conflict with the other deponents and reject the Employer/Self-Insured's assertion that Statute of Limitations has run and there was no timely or proper notice.

(6) I find that the Claimant's employment with the Employer was not only the cause of the industrial accident and injury sustained, but also the cause of his subsequent loss of income. This finding is supported by the deposition testimony of the Claimant as well as that of the treating and examining physicians.

Mr. Bishop provided medical evidence of work related physical impairments and restrictions which hindered his ability to return to his former employment. His Employer, in awarding him an in line of duty disability pension testified at the Pension Hearing that they did not have employment readily available for him. This would preclude any argument of voluntary limitation of income, which I would reject.

As stated herein, the Claimant testified that his Hypertension

and COPD prevented him from obtaining employment. He further testified that when he did get a job through a friend of his with the Sanford Airport as a security screener, that he was unable to keep the job due to these conditions. This, despite the fact that the job was sedentary as he usually sat at a screening conveyor to examine luggage as it went through the x-ray machine. It did not require any heavy lifting or carrying, and limited standing.

Although Dr. Rothwell initially cleared Mr. Bishop to attempt the Security Officer position, he eventually recommended he discontinue the job due to his hypertensive and COPD conditions.

Mr. Bishop had been seen by an exhaustive list of physicians, primarily for his cardiac and pulmonary conditions. Every physician who either treated or evaluated the Claimant testified or stated, without exception, that Mr. Bishop could not continue his employment as a firefighter, and all assigned permanent restrictions to him. Most of these physicians permanently limited Mr. Bishop to sedentary or desk type work, if any.

The testimony is that the Claimant was granted an in line of duty disability on May 11, 1989, and that his unemployment began on May 12, 1989. Based on the testimony of Dr. Juan Boudet, the Director of the City's Industrial Medical Unit at the time, Mr. Bishop was to work for "light duty for one month and then retire". Dr. Boudet clearly testified Mr. Bishop could not return to work as a firefighter due to the hypertensive and COPD conditions.

On March 7, 1989, at the request of the City, the Claimant was

evaluated by cardiologist, Dr. Enrique Chapman. Dr. Chapman indicated in his report to the City, and later testified in deposition on April 22, 2003, that the Claimant should be considered "for disability or that he may be allowed, once his hypertension is under control, to work in a less strenuous job assignment".

Dr. Taussig and Dr. Gilbert, cardiologists, both evaluated Mr. Bishop around April 1989 and indicated the Claimant could not work as a firefighter due to his uncontrolled hypertension.

Mr. Bishop was also treated or evaluated by a variety of pulmonologists early in the pension process. These physicians included: Dr. Juan Herran, who saw him once on August 11, 1988 as a consult at the request of the Claimant's primary care physician; Dr. Fakih; and Dr. Michael Diamond, who performed an Independent Medical Examination for the Pension Board around October 19, 1988. Dr. Herran opined that Mr. Bishop could not work as a fire fighter, and would have restrictions of no heavy exertion, no carrying heavy fire/rescue equipment, and avoid exposure to chemicals, toxins and smoke. Dr. Diamond stated the Claimant was no longer able to work as a firefighter and was 100% disabled, and that he was to avoid any exposure to fumes, smokes and vapors, and should also avoid lifting and running.

I find the lay testimony combined with the medical evidence to be clear and convincing that Mr. Bishop did sustain permanent injury that caused him to lose his career and employment as a

firefighter. Therefore, I find his loss of earnings to be related to the industrial accident.

(7) I find the Claimant did sustain his burden of proof on his claim for payment of Temporary Total Disability benefits following the industrial accident. Based on the medical testimony delineated previously herein, the Claimant had proven the requisite disability and/or work restrictions related to his industrial accidents to meet the criteria to have been eligible for temporary total, temporary partial and/or wage loss benefits under the 1989 law.

In 1989, Florida Statute §440.15(2)(a) allowed for payment of Temporary Total Disability benefits, "not to exceed a period of 350 weeks except as provided in §440.12(1)". This was available for an employee who was temporarily unable to work in any capacity. Florida Statute §440.12(1) deals with the 7 day waiting period and payment thereafter. TTD benefits are payable at the rate of 66-2/3 percent of the worker's average weekly wage.

As previously stated, Mr. Bishop was granted an in line of duty disability on May 11, 1989, and began a period of unemployment on May 12, 1989 based on the recommendations of Dr. Boudet.

I find that as of May 12, 1989, Mr. Bishop was unable to work in any capacity. This finding is supported by the testimony of Dr. Juan Boudet, which I accept, that prior to the pension award Mr. Bishop was to work for "light duty for one month and then retire". This was due to the increasing problems with his cardiac condition

and the inability to properly control it. In reviewing the evidence, it is not specifically stated by Dr. Boudet whether or not this would be in an off work capacity or restricted duty. However, when looked at in a light most favorable to the Claimant as required at that time, and in conjunction with the evidence from Dr. Chapman, I find the totality of the evidence supports a finding of total disability. Dr. Boudet clearly testified Mr. Bishop could not return to work as a firefighter and considered him "100% disabled" from both the cardiac and COPD conditions.

On March 7, 1989, at the request of the City, the Claimant was evaluated by cardiologist, Dr. Enrique Chapman. Dr. Chapman indicated in his report to the City, and later testified in deposition on April 22, 2003, that the Claimant should be considered "for disability or that he may be allowed, once his hypertension is under control, to work in a less strenuous job assignment".

Based on the testimony of Dr. Chapman I find that the Claimant was not be able to return to work, until his hypertension was under control. I further find from the review of the medical records that his hypertension did not become controlled until December 16, 1993 when Dr. Michael Diechen put in his notes that the patients medical problems were stable. Dr. Diechen was the Claimant's primary care physician that treated him for both his cardiac and pulmonary conditions.

Dr. Taussig and Dr. Gilbert did not address maximum medical

improvement. However, they did characterize his hypertension as "uncontrolled". Accordingly, there is no medical testimony to contradict that of Dr. Chapman that the Claimant should be considered disabled until his hypertension is under control. Dr. Chapman testified that the Claimant had not reached maximum medical improvement at that time as his hypertension was still uncontrolled. As the Claimant was clearly not at overall maximum medical improvement from May 12, 1989, and was not to work until his hypertension was controlled per Dr. Chapman, and was 100% disabled per Dr. Boudet and Dr. Diamond, I find the Claimant is entitled to temporary total disability benefits until the point he was able to be released to return to work with restrictions. Accordingly, based on the reports of Dr. Chapman, Dr. Diechen, combined with that of Dr. Boudet's, I find Mr. Bishop was in an off work status on May 12, 1989 until his conditions became more stable on December 16, 1993.

(8) I find the Claimant has met his burden of proof regarding entitlement to Temporary Partial Disability from December 17, 1993 through December 16, 1998.

In 1989, pursuant to Florida Statute §440.15(4)(c), Temporary Partial Disability Benefits were awarded as follows: "Such benefits shall be paid during the continuance of such disability, not to exceed a period of 5 years". This benefit was available to an employee who had not reached a point of maximum medical improvement and was assigned restrictions by the treating physician(s). TPD

benefits were payable at a rate equal to ninety-five percent (95%) of the difference between eighty-five percent (85%) of the employee's average weekly wage and the salary, wages, and other remuneration the employee is able to earn, compared weekly, not to exceed the maximum compensation rate.

The Claimant has established entitlement to Temporary Partial Disability benefits as the Claimant had clearly not been placed at maximum medical improvement, and permanent restrictions had been assigned to him by each of the physicians.

Many of the physicians never addressed maximum medical improvement, more specifically Dr. Deichen, Dr. Diamond, Dr. Fakih, Dr. Gilbert, Dr. Velleff, and Dr. Taussig. A number of other physicians indicated they either weren't sure of the date of maximum medical improvement or whether he reached it. Among the physicians who were of this mindset were Dr. Herran, Dr. Boudet, and Dr. Hippalgoankar. Other physicians, such as Dr. Chapman, Dr. Razzetti, Dr. Rothwell, and Dr. Calle opined Mr. Bishop never reached maximum medical improvement as hypertension was never controlled through the point of his death on July 25, 2002. Dr. Rothwell did however, defer to the cardiologist as to maximum medical improvement.

Dr. Lawrence Gilliard, the Employer/Carrier's first pulmonary IME, testified that the Claimant reached maximum medical improvement as of his evaluation on January 31, 2002.

Dr. Stuart Brooks, the Employer/Carrier's second pulmonary

IME, who performed a records review and never had the opportunity to personally evaluate the patient, indicated the Claimant reached maximum medical improvement around April 2002. However, I find his testimony to be unclear as to the actual date of maximum medical improvement.

Dr. Patrick Mathias, the Claimant's cardiac IME, testified the Claimant was at maximum improvement as of his visit on May 10, 2002.

Dr. Sunil Kakkar, was originally declared as an EMA pursuant to the request of the Employer/Self-Insured. However, based on objections made by the Claimant, this Court will treat Dr. Kakkar as the Court's IME, granting no stronger weight to his testimony. Based on Dr. Kakkar's reasoned explanation, considered along with that of the other physicians, the most logical date of overall maximum medical improvement would be June 20, 2002, pursuant to the opinion of Dr. Kakkar, which I accept.

Based on the medical testimony as delineated above, I therefore find the Claimant reached a point of overall maximum medical improvement as of June 20, 2002, the date assigned by Dr. Kakkar. I reject all other physicians testimony relating to maximum medical improvement where it may be in conflict with that of Dr. Kakkar's.

The record medical evidence is abundantly clear that the Claimant was assigned permanent work restrictions from all treating and examining doctors at some point in their evaluations.

The Employer/Self-Insured argue that the Claimant should not be entitled to any Temporary Partial Disability benefit as he had not looked for work thus proving his loss of earnings are causally related to the industrial accident.

I reject this argument in its entirety. It has been well established in case law that a Claimant's work search requirement is predicated on actual knowledge of the requirement to perform the job search. The law further provides that the Employer/Carrier has an affirmative duty to notify the Claimant of his obligation to perform a good faith job search and to provide the Claimant with the appropriate job search forms. The law is equally as clear that where the Employer/Carrier has failed to properly notify the Claimant of his obligation to perform a good faith job search, the Claimant is excused from performing any job search until such time as he has been properly placed on notice of said requirement by the Employer/Carrier.

I find undisputed testimony that the Employer/Self-Insured did not advise the Claimant of his obligation to perform and document a good faith job search. This finding is supported by the testimony of the Claimant, his wife, Joyce Bishop, and by each of the members of the Pension Board, its participants, the Claimant's supervisors, the City Risk Manager, Bureau Chief, and the adjuster.

As the record is replete with documentation of the failure to notify the Claimant of his requirement to perform a job search, and failure to provide the appropriate forms, I find the Claimant is

excused from performing a job search.

In addition, there is record evidence that Mr. Bishop did attempt to obtain and maintain a job. As discussed previously herein, he obtained a job at the Sanford Airport as a security screener through the United Safeguard Agency from February 2001 through September 2001. Mr. Bishop worked in that position in a sedentary capacity until he was told by Dr. Rothwell to discontinue working at the airport due to his uncontrolled hypertension and declining condition.

It is clear from the testimony of Dr. Rothwell, combined with that of the Claimant, that his work related conditions were the cause of the inability to keep the security job and prevented him from working other jobs. I accept this testimony in its entirety and reject any that may be contrary to same.

Accordingly, I find the Claimant is entitled to an award of Temporary Partial Disability benefits until the 5 years of eligibility has been exhausted pursuant to the statute, as the date of overall maximum medical improvement is beyond the 5 years of eligibility. More specifically, I find Temporary Partial Disability to be due from December 17, 1993 through December 16, 1998.

(9) I find the Claimant has met his burden of proof establishing entitlement to Wage Loss benefits from the date of maximum medical improvement until his date of death.

Under Florida Statute §440.15(3)b3 wage-loss benefits shall

terminate "As of the end of any 2-year period commencing at any time subsequent to the month when the injured employee reaches the date of maximum medical improvement, unless during such 2-year period wage-loss benefits shall have been payable during at least 3 consecutive months;". Subsection "c", which follows, indicates "For injuries occurring after July 1, 1980, 525 weeks after the injured employee reaches maximum medical improvement; whichever comes first". The payment of wage loss benefits under the 1989 Statute was contingent upon the injured worker performing a good faith job search (unless otherwise excused by law or the actions of the employer/carrier) to show that his injury was the cause of his loss of earnings. Wage loss benefits are to be calculated the same way as the TPD benefits.

As stated previously herein, the Claimant was clearly assigned permanent work restrictions as a result of his industrial accidents. In addition, it has also been determined that he did not reach a point of overall maximum medical improvement until June 20, 2002, in agreement with the Employer/Self-Insured's argument.

However, I reject the Employer/Self-Insured's argument that Mr. Bishop is not entitled to Wage Loss Benefits for failure to satisfy his statutory obligation to make a reasonable and good faith effort to obtain employment.

The Employer/Self-Insured offered no evidence to show that they timely notified the Claimant of his rights under workers' compensation, or of the Statutory requirement to perform a job

search. Therefore, consistent with the Statute and case law, I reject their assertion and excuse the Claimant from performing a good faith job search.

As I have found the Claimant to be at maximum medical improvement as of June 20, 2002, that his loss of earnings is directly related to the conditions sustained as a result of the industrial accident, and that he is excused from performing a job search, I find the Claimant to be entitled to Wage Loss Benefits from June 20, 2002 through his death on July 25, 2002.

I reject the Employer/Self-Insured's argument that they are entitled to an offset for the wages the Claimant earned while employed as a security screener. This ruling is based on the fact that no benefits were awarded or paid to the Claimant by the Employer/Self-Insured for the period of February 2001 through September 2001, while he was employed at the airport.

(10) I find that no death benefits are awardable to the Claimant under Florida Statute §440.16(1) as the death did not result from the accident within one year or within five years of the accident following continuous disability as required by the Statute. I further reject the Claimant's argument that the death was a new accident pursuant to the Michael's decision.

(11) I find that the offsets on the Social Security Disability Benefits and the City of Orlando Disability Pension Benefits claimed by the Employer/Self-Insured are not ripe for determination at this time, and reserve jurisdiction on the offset

issue, should the need arise. The record is silent as to the receipt or award of any social security disability benefits by the Claimant or his wife. The Employer/Self-Insured argue the Claimant was awarded a "Fully Favorable" decision from the Social Security Administration for the period of May 12, 1989 through December 31, 1994. However, that "Fully Favorable decision was not made a part of the record based on the Employer/Self-Insured's objections of hearsay and relevance. There is no testimony that in the record that the Claimant was paid any benefits from Social Security, much less the specific amount of that award. To the contrary, the testimony of the widow, Joyce Bishop, whose testimony I accept in its entirety, was that neither she nor her deceased husband ever received any payment for Social Security Disability Benefits.

However, nothing in this order should be interpreted to conclude that a future offset on the Social Security Benefits and City of Orlando Disability Pension benefits would not be entertained should the claim becomes ripe.

(12) I find the Claimant is not entitled to penalties on the benefits awarded as I find the Employer/Self-Insured timely filed Notices of Denial in response to the Claimant's Petitions and Claims for Benefits.

This finding is supported by the stipulations of the Parties contained in the Pretrial Stipulation. The Parties list the same dates of Denials as well as an agreement to the dates of Claims and Petitions for Benefits. I find each of the Denials to have been

timely filed as each was filed within 14 days of the Petition or Claim for Benefits it responded to.

(13) I find the Claimant is entitled to interest at the Statutory rate as the awarded benefits were not timely provided pursuant to the Statute. This finding is supported by testimony that the Claim has been denied in its entirety and that no benefits have been paid or provided.

WHEREFORE, it is ORDERED AND ADJUDGED that:

(1) The Hypertension and COPD conditions are compensable and the Employer/Self-Insured shall provide benefits resulting therefrom;

(2) The Employer/Self-Insured shall pay to the Claimant's widow, Joyce Bishop, Temporary Total Disability Benefits from May 12, 1989 through December 16, 1993;

(3) The Employer/Self-Insured shall pay to the Claimant's widow, Joyce Bishop, Temporary Partial Disability Benefits for the maximum period of five years (260 weeks) beginning from December 17, 1993 through December 16, 1998;

(4) The Employer/Self-Insured shall pay Wage Loss Benefits to the Claimant's widow, Joyce Bishop, from June 20, 2002 through July 25, 2002;

(5) The Employer/Self-Insured shall pay to the Claimant's widow, Joyce Bishop, interest on the benefits awarded herein;

(6) The Employer/Self-Insured shall reimburse the Claimant for taxable costs incurred in preparation for these proceedings;

(7) The Employer/Self-Insured shall pay the Attorney for the Claimant a reasonable attorney's fee for his services and efforts in obtaining these valuable benefits on behalf of the Claimant;

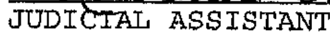
(8) Jurisdiction is hereby reserved to determine the amount of attorney's fees and taxable costs due the Claimant's attorney from the Employer/Self-Insured, should Parties be unable to amicably resolve these issues between themselves;

(9) Jurisdiction is further reserved to hear the issue of offset against benefits paid, should the issue become ripe.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida this 16 day of January, 2004.

THE HONORABLE JOHN P. THURMAN
JUDGE OF COMPENSATION CLAIMS

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on this 16 day of January, 2004, by U.S. Mail delivery to the following parties: Danni Lynn Germano, Esquire, Broussard, Cullen & DeGailler, P.A., 445 West Colonial Drive, Orlando, FL 32804



JUDICIAL ASSISTANT