BEFORE THE ARKANSAS WORKERS' COMPENSATION COMMISSION

CLAIM NO. **H405323**

MICHAEL J. RISNER, EMPLOYEE — CLAIMANT

GEELS PAINT & WALLCOVERING INC., EMPLOYER — RESPONDENT

SUMMIT CONSULTING LLC, CARRIER/TPA — RESPONDENT

OPINION FILED **MARCH 13, 2025**

Hearing before ADMINISTRATIVE LAW JUDGE JOSEPH C. SELF in Springdale, Washington County, Arkansas.

Claimant represented by JARID M. KINDER, Attorney, Fayetteville, Arkansas.

Respondents represented by JASON M. RYBURN, Attorney, Little Rock, Arkansas.

STATEMENT OF THE CASE

On January 2, 2025, the above captioned claim came on for a hearing at Springdale, Arkansas. A pre-hearing conference was conducted on November 21, 2024, and a pre-hearing order was filed on that same date. A copy of the pre-hearing order has been marked as Commission's Exhibit #1 and made a part of the record without objection.

At the pre-hearing conference the parties agreed to the following stipulations:

1. The Arkansas Workers' Compensation Commission has jurisdiction of this claim.
2. The employee/employer/carrier relationship existed on August 4, 2023.
3. The respondents have controverted the claim in its entirety.

By agreement of the parties, the issues to be litigated and resolved at the forthcoming hearing were limited to the following:

1. Compensation rate.[1]
2. If compensable, whether claimant is entitled to medical benefits.
3. Whether claimant sustained a compensable injury regarding his right upper extremity on August 4, 2023.

All other issues are reserved by the parties.

The claimant contends that "He sustained a compensable upper extremity injury on August 4, 2023, while working for Geels Painting in Bentonville, Arkansas. The claimant contends that he is owed medical benefits. Due to the controversion of entitled benefits, the respondents are obligated to pay one-half of the claimant's attorney's fees. Claimant reserves the right to raise additional contentions at the hearing of this matter."

In an amended prehearing information filed December 26, 2024, the respondents contend that "The claimant did not suffer a compensable injury to his elbow. He missed no time. No attorney's fee can be awarded."

From a review of the entire record including medical reports, documents, and other matters properly before the Commission, and having had an opportunity to hear the testimony of the witnesses and to observe their demeanor, the following findings of fact and conclusions of law are made in accordance with A.C.A. §11-9-704:

FINDINGS OF FACT & CONCLUSIONS OF LAW

1. The stipulations agreed to by the parties at a pre-hearing conference conducted on November 21, 2024, and contained in a pre-hearing order filed that same date are hereby accepted as fact.

[1] Although listed as an issue, there was no claim for indemnity benefits before me, and therefore the parties did not present any evidence on this issue, which is now reserved.

2. Claimant has met his burden of proof by a preponderance of evidence that he suffered a compensable injury to his right upper extremity on August 4, 2023.

3. Claimant has met his burden of proof by a preponderance of evidence that he is entitled to medical treatment from Dr. Chad Songy for the compensable injury to his right upper extremity injury.

FACTUAL BACKGROUND

In reviewing claimant's exhibits, I noticed pages 16 and 23 had portions missing at the bottom of each page. The complete progress notes from August 15, 2024, and November 7, 2024, were obtained, and by agreement of the parties, are blue backed to the record, along with the email correspondence we had regarding those records.

HEARING TESTIMONY

Claimant testified that he had worked for respondent Geels Paint for ten years, sometimes as the foreman of a job, and other times as a painter. He testified that his job involved lifting five-gallon paint buckets which were approximately sixty pounds, along with ladders, tools, and the like. On August 4, 2023, claimant testified that the hydraulics failed on the boom lift he was using and slammed down, causing part of the boom lift to hit his forearm. After the shock of the incident was over, claimant noticed his forearm was hurting and saw a golf ball sized knot rising on his arm. A coworker took pictures of it for him, which were immediately sent to Logan Geels, his employer. Claimant told Mr. Geels that he was on the way to the doctor and also notified his direct supervisor on this job, Steve Cortright. Neither Mr. Geels nor Mr. Cortwright instructed claimant to go to a doctor, so he went to Washington Regional Urgent Care in Bentonville. He said at the time that he had decided to go to the doctor, his arm felt like it was on fire and had a huge lump on it. Besides taking x-rays, the medical provider did little else except advise him to take Tylenol and follow up with Ozark

Orthopedics or his primary care physician.

Claimant testified that Logan Geels asked him to put it under his private insurance and that the company would cover all co-pays. Claimant did not fill out a workers' compensation incident report and did not ask respondent Geels Painting to open a workers' compensation case on his behalf. It was his understanding that a workers' compensation claim causes the insurance rating to go down which prevented the company from getting large jobs with the University of Arkansas, Cargill, and other such companies. He believed that by this injury being turned into his private insurance, the company could continue to get jobs.

Claimant went to Ozark Orthopedics on August 11, 2023, but was not offered any form of treatment. His arm remained sore and continued to hurt between August 11, 2023, and March 22, 2024. He did not believe that it had gotten any better, and had started to go numb, so in March 2024, he went to Urgent Care. In June 2024, claimant was seeing a doctor for some back issues which are unrelated to this injury and mentioned to his doctor that his elbow was still hurting and going numb. He was referred to Dr. Chad Songy, who saw claimant on August 15, 2024. Following that visit, claimant asked that his employer pay for the surgery, at which time the employer offered to pay the co-pay and pay him for being off work for two months. Claimant believes that the surgery would require him to be off work for four months and sought legal representation. Claimant has not yet had the recommended surgery because he could not afford to be off work for four months without being covered. Claimant denied he had any issues with his arm before August 4, 2023.

On cross-examination, claimant said that he struck his forearm on August 4, 2023, on what would be the right side of his arm if his palm was facing downward. He agreed that he did not actually strike his elbow on August 4, 2023. His initial report denied elbow pain, because at the time his pain was in his forearm. When asked if the surgery he was requesting was regarding his elbow, claimant

said "No, it is the ligaments in the forearm that connects to the elbow. It tore from the elbow, but it goes all the way to the wrist." He agreed that the original pain on August 4, 2023, was where the strike had happened but now has pain in the elbow itself from continuing working. The soreness persisted, and when he began experiencing numbness, he grew concerned.

Claimant agreed that he continued working full time as a painter between August 2023 and March 2024, using rollers, brushes, sprayers, pole extensions, and the like. He said his pain increased based on the constant movement of his arms while he was painting, rolling, and otherwise performing his job duties.

Claimant denied that he had had an injury or any sort of trauma to his arm or elbow prior to this incident. He was unaware that he had a bone spur in his elbow, which he understood to be calcium deposits from injuries in the area. He did not deny that there was a bone spur there but agreed that the bone spur was not caused by the incident on August 4, 2023.

The following exchange took place between the respondent's attorney and claimant:

> Question. (By Mr. Ryburn) Would you agree with me they could not say, at least this radiologist who read the x-ray could not say that this – it's hard to read, actually, but the spur, it says on certain acuity. Would you agree that they couldn't say that this was caused by the accident?
> Answer. (By claimant) The bone spur was not caused by it, but that is where it had cracked. It was a bone spur there and at the time of impact, obviously there must have been impact on the elbow that cracked the spur.
>
> Q. Now you say that earlier you didn't hit your elbow?
> A. I hit my arm. The bar is right here (indicating), so it may have hit the elbow, or it may not have.
>
> Q. You don't know if it hit your elbow?
> A. I don't know at the time. I felt the pain here (indicating). And like I said when it hit, I didn't realize what had happened.
>
> The Court: When you pointed, you said that you felt the pain here. What were your referring to?
> The Witness: My forearm.
> The Court: Okay. Thank you.

Claimant said that between the time of the injury and March 2024, the pain was in his forearm and elbow from repeated working. Claimant conceded he did not know if the torn ligament existed following the injury in August 2023. He stated that he had no problem before he was injured, but within seven months of the incident, the pain increased to where his arm was going numb. Claimant testified that he was using his right arm for rolling and brushing but was doing heavy lifting with his left arm.

Claimant was asked if he had been tested for marijuana on August 4, 2023, if he would have tested positive and he agreed that he would have done so, because he has a medical card. He believed that a urine test would have been positive, but a mouth swab would not.

Claimant stated that he was seeing a pain management doctor for issues with his back and did not know why those records were not provided to the respondent during discovery. As claimant stated, it was that physician that referred him to Dr. Songy. Claimant also did not know why the physical therapy records were not provided in discovery. Claimant denied that he knew anything had happened other than repetitive use of his elbow between August 4, 2023, and March 2024. He did not know why the x-ray in August 2023 did not show the enthesophyte that was apparent in the MRI. Claimant was asked about Dr. Songy's records, and the following exchange took place between respondent's counsel and claimant:

> Question. (By Mr. Ryburn) He says "He had an injury at work on, August 2023 whenever he had a boom lift accident and injured his right elbow. He has pain latterly and posterior on the elbow. He has pain with direct impact on the back of the elbow." Would you not agree with me that describes more of an on-going current situation?
> Answer. (By claimant) The reason he would be saying elbow, I would assume, would be because that is where the ligaments are attached.
>
> Q. My question really is about the direct impact. He says, "He has pain with a direct impact to the back of the elbow."

A. Then he misunderstood. The impact was on the forearm.

Q. So, you don't think he is implying you had and reported some direct impact on the back on the elbow?
A. Correct.

Claimant was clear that he did not have impact to the back of his elbow after August 2023, and did not know why the doctor said what he did. Claimant told the doctor where the pain was, which went from his elbow to his wrist and there was a sharp pain in the elbow where the ligaments are attached. Claimant was referred to Rise Therapy which he charged to his insurance and respondent Geels paid the co-pays. He stated that he agreed that he did not have any swelling, or deformity or redness in his right elbow but was suffering from numbness and tingling in the fourth and fifth finger, along with pain upon palpation to the medial aspect of the right elbow over the radial. He said this began in March 2024, about a week ago before he went to therapy. He did not attribute any incident or activities specifically that started the numbness or tingling other than working. He did state that he had pain in his elbow from August 2023 and then the numbness started. Claimant is requesting a specific surgery to repair the ligament that was torn which was causing pain in his whole arm.

The following exchange took place between respondent's attorney and claimant:

Question. (By Mr. Ryburn) Okay, but we don't know that that ligament was torn or August 2023; correct?
Answer. (By claimant) It was probably just damaged, but continuing working caused more damage.

Q. Okay. It was probably damaged, so you are essentially speculating,
A. I didn't have an MRI in August. The only way they can tell if a ligament or muscle was damaged was by the MRI, and not by x-rays.

Q. Okay. In addition to that, this pain changed significantly seven months later; correct?
A. From working, yes.

Claimant said he did attribute the increase in pain to constant movement from rolling,

brushing, reaching above his head, and climbing ladders, but the numbness started in March 2024. He said he was starting to get more of a burning feeling in the forearm and then it went to numbness and a sharp pain in the elbow and forearm. There had been an increase and spread of the pain in February and March 2024. Claimant testified that he had hobbies that he engaged in before the injury, such as foraging and building motorcycles, but he had not done such since before the injury.

On redirect examination, claimant stated that he was in his tenth year working for respondent Geels Painting and had continually done repetitive work during that time. He denied any pain in his upper extremities before August 4, 2023. After the day of the incident, claimant had pain in his forearm for the first few weeks and some soreness of the elbow which then became numbness around the end of February, or the beginning of March 2024. Claimant stated that his symptoms changed over time depending on how much work he had been doing. There were days when he got home and could not move his arm at all, while other days he could use his left arm a lot more during work, and the pain in the right arm was not as bad that night. Claimant said the surgery that was proposed was to reattach the ligament in his right arm that was identified by the MRI.

On recross-examination, claimant admitted that the history that the doctors relied on came from him.

The following exchange took place between claimant and respondent's attorney:

> Question. (By Mr. Ryburn) Is it fair to say your elbow pain in your forearm progressed due to work activities subsequent to August 2023?
> Answer. (By claimant) Are you asking did it get worse because of working?
>
> Q. Well, when you said, what are you referring to?
> A. The pain in my arm.
>
> Q. When you are saying your arm, what part of your arm are you referring to?
> A. The forearm and elbow is where the ligament attaches.
>
> Q. Okay. I understand where the ligament attaches. As far as what you injured initially was your forearm; right?

A. Correct.

Q. And the pain –
A. Where the ligament runs and would possibly cause the tear.

Q. Possibly?
A. Because the ligament goes from the elbow to the – everyone is focusing on the elbow. The elbow is where the ligament attaches. It happened here on the forearm where it could have pulled on that ligament to cause the damage.

Q. But you admit you are necessarily speculating?
A. Yes, I am not a doctor. I am a painter.

Q. Okay?
A. All I know is before the injury, it did not hurt. After the injury, it hurt and progressively got worse.
Q. Okay. But you would agree with me you could have an injury after an injury; correct?
A. You could. I didn't, but you could get hurt again, yes.

Claimant then confirmed that to this point, he had used his self-insurance to pay for his treatment and respondent Geels covered all the co-pays.

After the parties rested, the Court had this exchange with claimant:

The Court: I am confused. You've got health insurance?
The Witness: Yes.

The Court: And you have been running this on health insurance?
The Witness: Yes sir.

The Court: Why was there a gap in treatment from August 11, 2023, through March 2024?
The Witness: Over that time, I was just sore. I figured it would go away over time, so I continued working.

The Court: Okay. And then there was the gap from when you saw Nurse Dallas until you saw Dr. Songy. I also am not asking hearsay, but I am just wanting to know, was there a problem getting in to see Dr. Songy?
The Witness: Michelle Dallas did not refer me to Dr. Songy. When she had looked at it, she said that she thought it was tennis elbow. In June when I went to my pain management specialist, that's when I mentioned it to him. I said "Hey this doesn't seem right. This is still going on since August."

The Court: This is going to sound like it is an accusation and it isn't. I am

> actually trying to find out why. You didn't have to go through the workers' compensation carrier to see a doctor because they denied the claim. Sometimes if someone has a comp. claim, they have to wait for the adjuster to make an appointment. You didn't have that limitation, so I am trying to find out – again, we don't have any records from the spine doctor from June admitted here, but you are telling me that you saw him in June?
> The Witness: Correct.
>
> The Court: And that has nothing to do with your work at all?
> The Witness: Correct. I was there for another reason, and I brought it up to him.
>
> The Court: Okay, then he got you in to see Dr. Songy?
> The Witness: Once he saw the MRI he said, "you need to go see a surgeon."

After the question from the court, claimant's counsel asked questions for clarification purposes. Claimant believed that the injury was going to heal on his own and he just gave it time from August 2023 to March 2024. He did a course of physical therapy which did not relieve the pain and numbness in his arm.

REVIEW OF MEDICAL RECORDS

The claimant's testimony explained most of what was in the medical records which are relevant to this claim. He first went to Washington Regional Urgent Care, where Nurse Practitioner Sean Kremers saw claimant, and his arm was x-rayed. Nurse Kremers recorded the following diagnosis:

> "Contusion of unspecified forearm, initial encounter. Injury, acute, uncomplicated. Unspecified fracture of lower end of unspecified humerus, initial encounter for closed fracture."

In the assessment and plan, regarding the contusion of claimant's forearm, he was advised to rest, ice and elevate the affected area and keep an ace wrap on for compression. Claimant was advised that if his condition worsens, he needed another evaluation at an emergency room or a primary medical clinic. Regarding the unspecified fracture of the lower end of the unspecified humerus, it was suggested that claimant sees a specialist for further evaluation and a case manager was to contact claimant

regarding his appointment pertaining to that referral.

On August 11, 2023, claimant saw Dr. Christopher Henley following the referral from Nurse Kremers. The report from this visit and in the few entries from Dr. Henley, there appears to be a contradiction. On the history and physical information, the chief complaint was recorded as:

> "Right forearm pain. He fell at work seven days ago, hitting the right elbow. He denies elbow pain. All of his pain and swelling is along the volar ulnar proximal. He has been working since the incident."

Despite Dr. Henley recording that claimant denied elbow pain, he stated that the part of the body being treated was the elbow.

On March 22, 2024, claimant went to Humana Family medicine and saw ARPN Michelle Dallas. During her examination, Nurse Dallas recorded the following as it relates to claimant's right upper extremity:

> "Numbness and tingling in the fourth and fifth finger, pain with palpation at remedial aspect of right elbow over radial nerve location, no swelling, deformity, or redness of right elbow."

The remaining records were from Dr. Chad Songy at UAMS. Dr. Songy first saw claimant on August 15, 2024. Dr. Songy reviewed x-rays and an MRI finding:

> "Patient's elbow has a well aligned radio capitellar and ulna humeral joint on x-ray with no advanced arthritis. He does have enthesophyte present, does look like there is a fracture in the enthesophyte. On the MRI, patient does have significant tearing to the common extensor mechanism of the lateral epicondyle with extension into the lateral collateral ligament."

For his assessment on August 15, 2024, Dr. Songy found the claimant had 1. Right lateral epicondylitis, 2. Complete tear of the lateral collateral ligament of the elbow and 3. Elbow enthesopathy. Dr. Songy did not believe that the enthesophyte needed surgery, but thought the most reliable option for the other two conditions would be a debridement of the common extensor

mechanism with repair down to the bone and a lateral collateral repair." Claimant wanted to think about whether he wanted to have surgery to repair this condition.

Claimant returned to Dr. Songy on November 7, 2024. Between these visits, claimant had been seen by his pain management physician and had done a course of physical therapy; he returned this day to discuss surgery. In his notes from that examination, Dr. Songy recorded: "On the MRI, patient does have significant tearing to the common extensor mechanism off the lateral epicondyle with extension into the lateral collateral ligament."

ADJUDICATION

Respondents denied that claimant suffered a compensable injury to his elbow. Therefore, before focusing on the elbow, it is claimant's burden of proof to first show he suffered a compensable injury of any type, which requires proof (1) that the injury arose out of and in the course of the employment, (2) that the injury caused internal or external harm to the body that required medical services, (3) that there is medical evidence supported by objective findings establishing the injury, and (4) that the injury was caused by a specific incident and identifiable by the time and place of the occurrence, Ark. Code Ann. § 11-9-102(4). Claimant bears the burden of proving a compensable injury by a preponderance of the credible evidence, Ark. Code Ann. § 11-9-102(4)(E)(i). Compensation must be denied if the claimant fails to prove any one of these requirements by a preponderance of the evidence. *Mikel v. Engineered Specialty Plastics*, 56 Ark. App. 126, 938 S.W.2d 876 (1997).

The evidence in this case supports that claimant suffered a compensable injury. Claimant was engaged in work activity when the boom failed and injured his forearm on August 4, 2023, thus satisfying the first and fourth element. The medical record from that day notes swelling and bruising of his right forearm (Cl. ME. 1), which were objective findings that showed harm to his body. Claimant was credible that all of this was known by the respondent employer on the day of the accident, yet the

employer did not provide medical care to him as required by Ark. Code Ann. § 11-9-508, nor did it file the report of injury required by Ark. Code Ann. § 11-9-529. Instead, claimant was instructed to treat this as a non-work-related injury and use his private insurance coverage.

Before leaving the general question as to compensability, it is necessary to address a defense raised by respondent at the close of the hearing. Respondent contended claimant did not suffer a compensable injury per Ark. Code. Ann §11-9-102(4)(B)(iv) because he admitted during his testimony that he would have had a positive urine test for marijuana on August 4, 2023. That section of the statute provides:

> (B) "Compensable injury" does not include:
> ....
> (iv)(a) Injury where the accident was substantially occasioned by the use of alcohol, illegal drugs, or prescription drugs used in contravention of physician's orders.
> (b) The presence of alcohol, illegal drugs, or prescription drugs used in contravention of a physician's orders shall create a rebuttable presumption that the injury or accident was substantially occasioned by the use of alcohol, illegal drugs, or prescription drugs used in contravention of physician's orders.
> (c) Every employee is deemed by his or her performance of services to have impliedly consented to reasonable and responsible testing by properly trained medical or law enforcement personnel for the presence of any of the aforementioned substances in the employee's body.
> (d) An employee shall not be entitled to compensation unless it is proved by a preponderance of the evidence that the alcohol, illegal drugs, or prescription drugs utilized in contravention of the physician's orders did not substantially occasion the injury or accident.

Because the respondent employer mishandled this case, there was no drug screen performed at the urgent care facility claimant visited on the day of the injury. Ordinarily, the positive test would create the rebuttable presumption set forth above. Despite having no results of a drug screening, I believe claimant's testimony under oath is sufficient to create that presumption. However, without any other proof to the contrary, I am satisfied that the evidence in the case is such that claimant has rebutted the presumption that his injury was substantially occasioned by the use of marijuana. The

only evidence I heard was that the boom itself failed, not that it was improperly operated due to claimant's use of marijuana on the day of the accident. There was no testimony that claimant was under the influence of a controlled substance while he was on the job. Therefore, claimant's admitted use of marijuana while off-duty is not a bar to this claim.

Having determined that the injury to claimant's forearm meets the criteria of a compensable injury and is not barred by his off-duty use of marijuana, the question then becomes if claimant proved by a preponderance of the evidence that the specific treatment he sought is necessitated by the compensable injury. Respondents urged that the proof was insufficient to support the claimant's burden of proof but presented nothing in opposition to the evidence before me. Lateral epicondylitis (commonly called tennis elbow) can be caused by both overuse and acute trauma.[2] As I have found there was an acute trauma to the forearm, I would be forced to speculate that he would have developed the same symptoms without that compensable injury to the forearm.

Claimant did not specifically assert that the lateral epicondylitis was a natural consequence of his forearm injury, but that is not necessary for the Commission to consider if such was the case, *Conagra Packaged Foods, LLC v. Beauchamp*, 2024 Ark. App. 548.[3] If an injury is compensable, every natural consequence of that injury is likewise compensable. *Air Compressor Equip. Co. v. Sword*, 69 Ark. App. 162, 11 S.W.3d 1 (2000); *Hubley v. Best West. Governor's Inn,* 52 Ark. App. 226, 916 S.W.2d 143 (1996). The test is whether a causal connection between the two (2) episodes exists. *Sword, supra*; *Jeter*

[2] See https://my.clevelandclinic.org/health/diseases/7049-tennis-elbow-lateral-epicondylitis, referring to causes for tennis elbow: "Any motion or activity that you frequently repeat can trigger tennis elbow. Extra stress from repetitive movements builds up over time. Eventually, that added use and stress on your extensor muscle tendon causes tiny tears (microtraumas). Those microtraumas cause symptoms you can feel and notice.

It is less common, but a sudden arm or elbow injury can also cause tennis elbow." (Emphasis added)

[3] Claimant did not allege a gradual onset injury as an alternative theory, and I decline to consider that alternative in this opinion, leaving that as a reserved issue.

v. McGinty Mech., 62 Ark. App. 53, 968 S.W.2d 645 (1998). The existence of a causal connection is a question of fact for the Commission. *Koster v. Custom Pak & Trissel,* 2009 Ark. App. 780. It is generally a matter of inference, and possibilities may play a proper and important role in establishing that relationship. *Osmose Wood Preserving v. Jones*, 40 Ark. App. 190, 843 S.W.2d 875 (1992). A finding of causation need not be expressed in terms of a reasonable medical certainty where supplemental evidence supports the causal connection. *Koster, supra; Heptinstall v. Asplundh Tree Expert Co.*, 84 Ark. App. 215, 137 S.W.3d 421 (2003).

While I recognize the evidence in this case could have been more extensive, what was presented satisfies me that claimant has met his burden of proving a compensable injury for which he is entitled to medical treatment as directed by Dr. Songy. The employer's failure to report this injury to the insurance carrier and thus having this managed as a normal compensation claim has created problems for both the carrier and the claimant. Because of his employer's disregard of the law which requires injury claims to be reported and medical care provided for an injured worker, claimant continued to work with an injured arm until such time as it became too painful for him to ignore. That is unfortunate, because there is a recognized course of treatment for tennis elbow that includes many non-surgical options;[4] a case manager for the carrier could have ensured claimant received proper treatment for his injury and perhaps avoided the necessity of surgery.

ORDER

Claimant has met his burden of proving by a preponderance of the evidence that he suffered a compensable injury to his right upper extremity on August 4, 2023.

[4] See https://www.jsmcentral.org/assets/articles/fulltext_smjo-v2-1043.pdf "In patients presenting Lateral Epicondylitis from acute trauma, prompt care has shown to be highly effective in curtailing pain symptoms." The article lists the various treatment options before surgery should be considered.

Claimant has met his burden of proving that he is entitled to medical treatment as recommended by Dr. Songy for his compensable injury.

While this matter was controverted, A.C.A § 11-9-715(a)(1)(B)(ii) provides that attorney's fees are awarded "only on the amount of compensation for indemnity benefits controverted and awarded." In this case, there was no claim for indemnity benefits, and therefore no attorney's fee can be awarded in this matter at this time.

Respondent is responsible for paying the court reporter her charges for preparation of the transcript in the sum of $ 568.45.

IT IS SO ORDERED.

JOSEPH C. SELF
ADMINISTRATIVE LAW JUDGE