BEFORE THE ARKANSAS WORKERS' COMPENSATION COMMISSION

CLAIM NO. **H406506**

ELISEO DELGADO-MIRANDA, EMPLOYEE CLAIMANT

J T HANDYMAN & LAWNCARE, LLC, UNINSURED EMPLOYER RESPONDENT

OPINION FILED OCTOBER 2, 2025

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

Claimant represented by EVELYN E. BROOKS, Attorney, Fayetteville, Arkansas.

Respondents represented by BRIAN G. THOMAS, Attorney, Fayetteville, Arkansas.

STATEMENT OF THE CASE

On July 10, 2025, the above captioned claim came on for a hearing at Springdale, Arkansas. A pre-hearing conference was conducted on November 14, 2024, and a pre-hearing order was filed on that same date. The matter was originally set for a hearing on January 10, 2025, but the parties requested additional time to complete discovery. The order of November 14, 2024, was not modified, and a copy of that pre-hearing order has been marked as Commission's Exhibit #1 and made a part of the record without objection.

There were no stipulations announced at the pre-hearing conference. After this matter was tried, the parties stipulated that claimant's average weekly wage at the time of his accident was $172.80, which yields a temporary total disability rate of $115.00 per week.

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

1. Whether the Commission has jurisdiction over this claim.

2. If the Commission has jurisdiction, did claimant suffer a compensable injury on August 8, 2024.

3. If compensable, whether claimant is entitled to temporary total disability benefits, medical benefits, and attorney's fees.

4. If compensable, whether respondent is entitled to any credits or offset for payment made by a third party.

All other issues are reserved by the parties.

The claimant contends that "He is entitled to medical treatment for his neck, back and left shoulder, and to temporary total disability benefits form August 9, 2024, to a date yet to be determined. Claimant reserves all other issues."

The respondents contend that "Claimant was not an employee of respondent. Even if he was an employee, he was not injured during the course of his employment."

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 claimant and to observe his 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 stipulation agreed to by the parties after the hearing of this is hereby accepted as fact.

2. The Arkansas Workers' Compensation Commission has jurisdiction over this claim.

3. Claimant has met his burden of proving that he suffered a compensable injury to his neck, upper back and left shoulder, and is therefore entitled to medical benefits for those injuries.

4. Claimant has met his burden of proving he is entitled to temporary total disability from August 9, 2024, to a date to be determined.

HEARING TESTIMONY

Claimant was the only witness to testify at the hearing. On August 8, 2024, claimant was in a motor vehicle accident while driving J T Handyman's truck.[1] Claimant testified he was returning from a job site to Mr. Taverez's home, where he had parked his truck at the beginning of the workday. Claimant testified that he had worked on and off for Mr. Tavarez for about four years, doing tasks like home remodeling, erecting fences and constructing decks. Mr. Tavarez would contact claimant to tell him if he had work for him to do. Some weeks claimant worked two or three days a week, others would be an entire week and then there were weeks that he did not work at all. Before 2023, claimant worked for another individual on days he was not working for J T Handyman.[2] Claimant said he was not licensed in carpentry or plumbing. On the date of the accident, claimant had been working with Mr. Tavarez and an unnamed woman. Mr. Tavarez had two vehicles at the job site and claimant was driving the one that was involved in the accident.

Claimant testified that he was sometimes left to work alone on a job Mr. Tavarez had assigned him. He was to contact Mr. Tavarez to let him know that he had completed the task. Claimant said he was paid by the hour by J T Handyman, but did not recall if it was $15.00 or $16.00 per hour.

Claimant testified that he waited a couple of days before going to the doctor and was experiencing pain in his left shoulder, his head, and on his upper spine. Claimant said that the doctor gave him pills for the pain in his head and for the pain in his body so that he could sleep. He did physical therapy and was eventually referred by his doctor at Community Clinic to an orthopedic specialist where he had surgery on his left shoulder. Claimant was wearing a sling at the time of the

[1] The accident report lists "Flor Tavarez" as the owner of the vehicle. It was referred to in the testimony as "Juan's truck. For this opinion, a reference to Juan, Mr. Tavarez or J T Handyman is a reference to respondent.

[2] There was only one 1099 for claimant in each of the tax records provided, which indicates to me that the second employer did not keep tax records, nor did claimant report this income.

hearing; the surgery took place on June 25, 2025, and he had not yet begun physical therapy. Claimant testified prior to surgery he couldn't lift anything with his left shoulder, and he had been unable to do so since the time of the accident. Claimant said he had a pain in his upper back which increased when he bent down or tried to walk fast but was eased by using ice on it. Claimant said that he would have not been able to work at his employment due to the shoulder injury because he had to lift more than five pounds in the course of his duties. He explained that part of his duties included mixing cement and pouring it on poles used for fences. He would have to lift the poles and the wood that used while performing the work.

On cross-examination, claimant was asked about some entries in the medical records that are different from his testimony. Because the records were in English, he did not know what was contained therein and had no explanation as to why his shoulder injury was not mentioned in his first record where he complained of back pain, left thigh pain, and eye discomfort. He also did not know why the records said that he had an injury to his right shoulder when it was his left shoulder that was injured in the accident. Claimant testified that he had two MRIs, one on his spine and a second on his left shoulder. Claimant did not know why the records would say that his pain started in September 2024. Claimant disagreed that the January 2025 record was the first time he had mentioned left shoulder pain, but did not know why the medical records did not contain what he told them.

Claimant testified that he was able to take trips while he was working for J T Handyman but did so after telling Mr. Tavarez that he was going to be leaving the area. Claimant did not know what Mr. Tavarez had put on his checks as far as the memo line was concerned but said he was paid based upon how many hours he worked. Claimant said that he did not need to be trained how to do the work when he was on a job site.

On redirect-examination, claimant said he knew how to do tasks like cleaning the wall for

painting and dragging wood out of a house, but each day he was given directions as to what Mr. Tavarez wanted him to do. Claimant said that Mr. Tavarez kept track of his hours in a notebook, and claimant had nothing to do with how the checks were made out. He did not understand the purpose of a memo on a check, and he did not need that information for his taxes.

When claimant wanted to make a trip to Mexico, he would tell Mr. Tavarez and was allowed to go. After the accident, claimant spoke with Mr. Tavarez and was told that his medical treatment was going to be covered. When that didn't happen, claimant sought counsel and through his attorney, filed an AR-C form in which he listed his injuries, including his left shoulder. Claimant said his physical therapy was done on his left shoulder and he had no issues with his right shoulder.

On recross-examination, claimant explained that the day of the accident, he had been cleaning the walls that were being painted. That included removing nails with a crowbar. The supplies for that job were in Mr. Tavarez's truck. Claimant said that he told Mr. Tavarez that he would call for work when he was okay to do so. However, he had not called because he was not capable of working.

Upon questioning by the Court, claimant said he did not have a contractor's license and could not work in the cities that required such. Claimant clarified that he was hit on the driver's side of the vehicle. He also explained that if a job was in Springdale, he would use less gas if he went straight to the job site, but if the job was in Fayetteville, he would normally go to Mr. Tavarez's house first.

LIST OF EXHIBITS

In addition to the Prehearing Order discussed above, the exhibits admitted into evidence in this case were Claimant's Exhibit 1, a compilation of his medical records, consisting of one index page and 50 numbered pages thereafter; Claimant's Exhibit 2, non-medical records, consisting of one index page and 34 numbered pages thereafter; Respondents' Exhibits 1-3A-C, 4,6 and 7, which were unnumbered and submitted without an index. Respondent's Exhibit 5, an affidavit from a person not

called as a witness, was proffered but was not received into evidence and was not considered in this opinion.

REVIEW OF THE MEDICAL EXHIBITS

Claimant began treatment at the Community Clinic in Springdale under the care of Dr. Claire Servy. These records show a course of conservative treatment including x-rays, medication, physical therapy and an injection of Triamcinolone Acetonide in claimant's left shoulder. When claimant did not respond, he was referred to Dr. Mark Powell for surgery on his rotator cuff. The submitted medical records did not include the discharge summary of the rotator cuff surgery that claimant had in June 2025, because claimant was still being treated for his left shoulder injury at the time of the hearing.

REVIEW OF THE NON-MEDICAL EXHIBITS

The records submitted by both parties contained financial documents, including copies of checks, tax returns and forms. JT Handyman provided claimant with a 1099-NEC form for the years 2020-2024. The motor vehicle accident report showed the truck claimant was driving was struck on the driver's side door.

ADJUDICATION

In its contentions, respondent denied that the Commission has jurisdiction of this claim, because claimant was not an employee of JT Handyman, but rather an independent contractor. A.C.A. 11-9-707(a) (Repl. 1996) provides that in any proceeding for the enforcement of a claim for compensation, a prima facie presumption shall exist that the Workers' Compensation Commission has jurisdiction. Respondent therefore has the burden of proof that claimant was an independent contractor rather than an employee.

At the time of this accident, A.C.A §11-9-102 read in pertinent part:

(9) "Employee" means an individual, including a minor, whether lawfully or unlawfully employed in the service of an employer under a contract of hire or apprenticeship, written or oral, expressed or implied, and the individual's employment status has been determined by consideration of the twenty-factor test required by the Empower Independent Contractors Act of 2019, § 11-1-201 et seq.

Act 1055 of 2019 (codified as A.C.A. §11-1-204) provided at the time of this accident as follows:

Determination of employment status:

> For purposes of this title, an employer or agency charged with determining the employment status of an individual shall use the twenty-factor test enumerated by the Internal Revenue Service in Rev. Rul. 87-41, 1987-1 C.B. 296, in making its determination…[the individual factors discussed below][3]

Before it was amended in 2025, there were no appellate decisions regarding the application of the 20-factor test of Ark. Code. Ann § 11-1-204, and hence no guidance as to how those factors are to be weighed. The nine factors that comprised the common law test as set forth in appellate decisions (such as *Riddell Flying Serv. V. Callahan*, 90 Ark. App. 388, 206 S.W.3d 284 (2005)) were not applicable in 2024 as to whether an individual is an employee or independent contractor. However, I do not believe that the cases that addressed the issue were completely overruled by this legislation; the statute simply substituted the 20-factor test for the nine common law factors. Thus, the approach to determining whether someone is an employee or an independent contractor remains the same, with the factors to now be considered being those in A.C.A. §11-1-204. *Franklin v. Arkansas Kraft, Inc.*, 5 Ark. App. 264, 635 S.W.2d 286 (1982), cited in *Riddell*, contained this instructive passage:

> "There are numerous factors which may be considered in determining whether an injured person is an employee or an independent contractor for purposes of workers' compensation coverage. Obviously, the relative weight to be given the various factors must be determined by the Commission. Some of the factors which might be considered, depending on the facts of a given case, are [the nine factors omitted] These are not all the factors which may conceivably be considered in a given case, and it may not be necessary in some cases for the

[3] Both A.C.A §11-9-102(9) and §11-1-204 were amended by Act 743 of 2025.

> Commission to consider all of these factors. Traditionally, the "right to control" test has been sufficient to decide most of the cases, although many variations of "control" have probably been squeezed into that test."

Thus, some factors may not apply to these facts, and of the others, all may not be of equal importance. Based on the evidence before me, I find the following to have been proven by a preponderance of the evidence [4]

(1)A person for whom a service is performed has the right to require compliance with instructions, including without limitation when, where, and how a worker is to work;

Mr. Tavarez told claimant where he would be working, kept up with the time, and directed the tasks on the job site.

(2) A worker is required to receive training, including without limitation through:
(A) Working with an experienced employee;
(B) Corresponding with the person for whom a service is performed;
(C) Attending meetings; or
(D) Other training methods;

I do not see how this is applicable as far as training is concerned, because claimant had prior experience in the construction and remodeling field. However, if Mr. Tavarez wanted a job performed in a certain way, he retained the control to show claimant how he wanted it done.

(3) A worker's services are integrated into the business operation of the person for whom a service is performed and are provided in a way that shows the worker's services are subject to the direction and control of the person for whom a service is performed;

Claimant was not told to go to a certain property and perform his tasks, as an independent contractor or subcontractor would be. Thus, claimant's work was integrated into that of respondent.

[4] Even though he appeared at the hearing and had the burden of proving the Commission did not have jurisdiction over this matter, respondent Tavarez did not testify. Claimant presented proof on many of these points which were unrebutted. While a claimant's testimony is never viewed as uncontroverted, the Commission need not reject the claimant's testimony if it finds that testimony worthy of belief. *Ringier America v. Combs*, 41 Ark. App. 47, 849 S.W.2d 1 (1993). I found claimant overall to be a credible witness on the issues before me.

(4) A worker's services are required to be performed personally, indicating an interest in the methods used and the results;

There was no evidence that claimant could send a substitute when JT Handyman wanted him to work.

(5) A person for whom a service is performed hires, supervises, or pays assistants;

I do not see the relevance of this factor to the case at bar.

(6) A continuing relationship exists between a worker performing services and a person for whom a service is performed;

There is no question that the parties had a continuing relationship. However, a general contractor could have a painter he used regularly, or a business might have an accountant that was a frequent consultant without creating an employer-employee relationship. This factor does not favor either party under these facts.

(7) A worker performing a service has hours set by the person for whom a service is performed;

Claimant said he did occasionally remain at a job site after respondent left, but he called to report his time to Mr. Tavarez, which would be consistent for an employee rather than an independent contractor.

(8) A worker is required to devote substantially full time to the business of the person for whom a service is performed, indicating the person for whom a service is performed has control over the amount of time the worker spends working and by implication restricts the worker from obtaining other gainful work;

In examining claimant's tax returns from 2020 to 2024, I note that the only income claimant reported was from JT Handyman, and the most money he reported in any particular year was in 2023 in the amount of $11679.00. Assuming claimant was making $15 per hour, that would mean he worked only 778 hours for the year. That is hardly full time, which would mean claimant could have worked for others on days he was not with Mr. Tavarez. Whether or not he engaged in other work is irrelevant; I find this factor favors JT Handyman.

(9)(A) The work is performed on the premises of the person for whom a service is performed, or the person for whom a service is performed has control over where the work takes place.
(B) A person for whom a service is performed has control over where the work takes place if the person has the right to:
(i) Compel the worker to travel a designated route;
(ii) Compel the worker to canvass a territory within a certain time; or
(iii) Require that the work be done at a specific place, especially if the work could be performed elsewhere;

Mr. Tavarez lined up the jobs and told claimant where they were working on a given day.

(10) A worker is required to perform services in the order or sequence set by the person for whom a service is performed or the person for whom a service is performed retains the right to set the order or sequence;

Mr. Tavarez would direct claimant on what he wanted done at the job site on each day.

(11) A worker is required to submit regular oral or written reports to the person for whom a service is performed;

There were no reports required other than the hours worked, and no reason there would need to be such, since Tavarez was on the jobsite with claimant.

(12) A worker is paid by the hour, week, or month except when he or she is paid by the hour, week, or month only as a convenient way of paying a lump sum agreed upon as the cost of a job;

Claimant testified he was paid hourly. There were no bids or invoices submitted into evidence that I would expect from an independent contractor.

(13) A person for whom a service is performed pays the worker's business or traveling expenses;

Claimant testified that he was occasionally given gas money, but I believe the way the parties handled travel was that claimant went directly to the job site if it was closer than driving first to JT Handyman to begin the day.

(14) A person for whom a service is performed provides significant tools and materials to the worker performing services;

Claimant testified that he carried a pry bar in his truck. That is hardly a significant number of tools. As for materials, there was no testimony that claimant provided such. An independent contractor would include the cost of materials into his bid for services.

(15) A worker invests in the facilities used in performing the services;

This has no application to the type of work involved in this matter.

(16) A worker realizes a profit or suffers a loss as a result of the services performed that is in addition to the profit or loss ordinarily realized by an employee;

This section highlights a major difference between an employee and an independent contractor. The latter can underbid a job, see raw materials skyrocket in price after a bid is made, suffer losses from theft, etc. all of which would cause a loss. The way claimant was paid in this case put no risk of loss on him. At the same time, the only way for claimant to increase the money he received was to work more hours.

(17) A worker performs more than de minimis services for more than one (1) person or firm at the same time, unless the persons or firms are part of the same service arrangement;

As I said above, I suspect the claimant was working more frequently than his tax records indicate. However, speculation and conjecture, even if plausible, cannot take the place of proof. *Ark. Dep't of Corrections v. Glover*, 35 Ark. App. 32, 812 S.W.2d 692 (Ark. App. 1991), and I therefore cannot find this supports respondent's position.

(18) A worker makes his or her services available to the general public on a regular and consistent basis;

An independent contractor looking for remodeling work or fencing jobs would have his or her information on social media, have a number in the telephone book, have business cards and letterhead, and other indicia of being in business for the general public to contact to engage those services. Tavarez presented no evidence that the general public would know to contact claimant for home repair services.

(19) A person for whom a service is performed retains the right to discharge the worker; and
(20) A worker has the right to terminate the relationship with the person for whom a service is performed at any time he or she wishes without incurring liability.

These final two will be considered together. The right to discharge a worker is a factor indicating that the worker is an employee and the person possessing the right is an employer. Likewise,

if a worker has the right to end his or her relationship with the person for whom the services are performed whenever he or she wishes without incurring liability, that factor indicates an employer-employee relationship. Mr. Tavarez was free to end the relationship with claimant at any time, and claimant could likewise determine he no longer wanted to work for JT Handyman.

After evaluating all the factors contained in Ark. Code. Ann §11-1-204, I find the evidence overwhelmingly supports the finding that the claimant was an employee of JT Handyman on the date of his injury and not an independent contractor. I saw how the checks and tax documents were designated by JT Handyman, but if the relationship of employer and employee exists, the designation or description of the relationship by the parties as anything other than employer and employee is immaterial.[5] If such a relationship exists, as I am convinced it does in this case, it is of no consequence that the employee is designated as an independent contractor by the employer. Thus, respondent has failed to meet his burden of proving that the Commission does not have jurisdiction because claimant was an independent contractor.

Having determined that claimant was an employee, I now turn to respondent's contentions in the prehearing order that denied claimant was injured in the course of his employment. At the hearing, he clarified that he believed the "going and coming rule" would bar this claim. Although I have determined that claimant was an employee, for an accidental injury to be compensable, it must arise out of and in the course of employment. Ark. Code Ann. §11-9-102(4)(A)(i) (Repl. 2012). A compensable injury does not include an injury incurred at a time when employment services were not being performed. Ark. Code Ann. §11-9-102(4)(B)(iii). An employee is performing employment services when he or she is doing something that is generally required by his or her employer. *Cont'l*

[5] "Many employers mistakenly think as long as workers are given a W-2 or a 1099 at the end of the year, they are within the law. This is not true." https://dws.arkansas.gov/workforce-services/employers/worker-misclassification/

Constr. Co. v. Nabors, 2015 Ark. App. 60, 454 S.W.3d 762. The test used to determine is whether the injury occurred within the time and space boundaries of the employment when the employee was carrying out the employer's purpose or advancing the employer's interest, either directly or indirectly. *Pifer v. Single Source Transp.*, 347 Ark. 851, 69 S.W.3d 1 (2002). Moreover, whether an employee was performing employment services within the course of employment depends on the particular facts and circumstances of each case. *Centers for Youth & Families v. Wood*, 2015 Ark. App. 380, 466 S.W.3d 422.

Claimant had driven his personal truck to the Tavarez home to begin the workday. He had driven a JT Handyman truck to the jobsite and was returning it to end his workday. Driving the truck back was part of his job, and he was thus advancing his employer's interest. Claimant was carrying out the express and immediate instructions of his employer, doing something specifically required by his employer at the time of the accident, and therefore his claim is not barred by the "going and coming" rule, see *Moncus v. Billingsley Logging*, 366 Ark. 383, 235 S.W.3d 877 (2006).

Further, respondent denied claimant had shown objective findings of an injury. To prove a compensable injury, the claimant must establish by a preponderance of the evidence: (1) an injury arising out of and in the course of employment; (2) that the injury caused internal or external harm to the body which required medical services or resulted in disability or death; (3) medical evidence supported by objective findings, as defined in Ark. Code Ann. § 11-9-102(16) establishing the injury; and (4) that the injury was caused by a specific incident and identifiable by time and place of occurrence. If the claimant fails to establish any of the requirements for establishing the compensability of the claim, compensation must be denied. *Mikel v. Engineered Specialty Plastics*, 56 Ark. App. 126, 938 S.W.2d 876 (1997).

The first and fourth elements are clearly established, as claimant's credible testimony identified

the motor vehicle accident of August 8, 2024, as the time and place of his injuries. The physician that treated claimant at the Community Clinic began a course of conservative treatment, including medication and physical therapy, but initially ordered only X-rays as a diagnostic tool. Eventually, claimant received an MRI of his thoracic spine on December 20, 2024, with the following impression: "There are multiple exterior disc bulges at T2-T3, T3-T4 and T7-T8. No canal stenosis identified. There is a central disc protrusion at T8-T9, resulting in mild canal stenosis. The neural foramina are patent at this level." The MRI of claimant's left shoulder[6] on April 11, 2025, revealed a "partial intrasubstance tear of the distal supraspinatus tendon. Fluid along the superior margin of the supraspinatus muscle." As for the neck injury, there has not yet been an MRI on claimant's cervical spine, but the x-ray taken on August 12, 2024, revealed: "Straightening of the normal spine lordosis may reflect muscular guarding or spasm" Claimant's course of physical therapy included treatment for his neck. While I was not provided with any records showing the neck being treated in 2025, it was part of the original injury.

In his summation after the testimony, respondent maintained the connection between the accident and the diagnoses months later made the connection tenuous. However, respondent is in no position to complain about the length of time it took for claimant's neck, upper back and left shoulder conditions to be fully diagnosed. These objective findings were delayed because JT Handyman failed to have the required workers' compensation coverage for his employees, which includes prompt and proper medical care be provided to an injured worker. The medical records submitted contain the necessary objective findings of work-related injury sufficient for claimant to meet his burden of proof

[6] Respondent pointed out that the physical therapy record of September 18, 2024, mentioned a diagnosis on claimant's right shoulder. That appears to be a coding error, as M25.511 is for the right shoulder and M25.512 is for the left shoulder. https://icdlist.com/icd-10/M25.11#specific-coding. The portion of the record that would have been composed by the therapist did not specify which shoulder she treated. I did not see that Dr. Servy specifically mentioned which shoulder she was treating until her January 8, 2025, office note.

on this issue.

Claimant requested temporary total disability payments from August 9, 2024, to a date to be determined. He did not specify if a specific injury or the combination of injuries caused him to be unable to work. However, injuries to the neck, left shoulder and thoracic spine are all unscheduled injuries; in order to be entitled to temporary total disability benefits for an unscheduled injury, the claimant must prove by a preponderance of the evidence that he remains within his healing period and that he suffers a total incapacity to earn wages. *Arkansas State Highway & Transportation Department v. Breshears*, 272 Ark. 244, 613 S.W. 2d 392 (1981). Because this matter was not handled by a claims adjuster as a work-related injury, claimant's doctor was not asked to express an opinion on claimant's ability to work or to provide restrictions for him until April 18, 2025, at which time she restricted his ability to lift, push or pull more than five pounds for the injury to his left shoulder. Since I believe the motor vehicle accident was the cause of the torn rotator cuff, the failure of the treating physician to specifically restrict claimant's use of his shoulder before April 18, 2025, does not mean he had no such limitations before that date. He clearly remained in his healing period at the time of the hearing. In *Farmers Coop. v. Biles*, 77 Ark. App. 1, 69 S.W.3d 899 (2002), the Arkansas Court of Appeals wrote: "If, during the period while the body is healing, the employee is unable to perform remunerative labor with reasonable consistency and without pain and discomfort, his temporary disability is deemed total." Given the nature of claimant's work, I do not believe he could have performed with one arm any type of labor from August 9, 2024, through the date of the hearing, and therefore the left shoulder injury alone would be sufficient for claimant to meet his burden of proof as to his claim for temporary total disability benefits from August 9, 2024, to a date to be determined.

ORDER

Respondent is directed to pay benefits in accordance with the findings of fact set forth herein this Opinion.

All accrued sums shall be paid in lump sum without discount, and this award shall earn interest at the legal rate until paid, pursuant to Ark. Code Ann. § 11-9-809.

Pursuant to Ark. Code Ann. § 11-9-715, the claimant's attorney is entitled to a 25% attorney's fee on the indemnity benefits awarded herein. This fee is to be paid one half by respondent and one half by the claimant.

If not already paid, respondent shall pay the court reporter's fee for preparation of the record in this case.

All issues not addressed herein are expressly reserved under the Act.

IT IS SO ORDERED.

JOSEPH C. SELF
ADMINISTRATIVE LAW JUDGE