

BEFORE THE ARKANSAS WORKERS' COMPENSATION COMMISSION

WCC NO. H001442

MICHAEL JOWERS, Employee

CLAIMANT

**TRASH-A-WAY, Employer
UNINSURED**

RESPONDENT

OPINION FILED APRIL 7, 2021

Hearing before ADMINISTRATIVE LAW JUDGE ERIC PAUL WELLS in Fort Smith, Sebastian County, Arkansas.

Claimant represented by MICHAEL L. ELLIG, Attorney at Law, Fort Smith, Arkansas.

Respondents represented by J. RANDOLPH SHOCK, Attorney at Law, Fort Smith, Arkansas.

STATEMENT OF THE CASE

On January 7, 2021, the above captioned claim came on for a hearing at Fort Smith, Arkansas. A pre-hearing conference was conducted on October 28, 2020, and a Pre-hearing Order was filed on that same date. A copy of the Pre-hearing Order has been marked Commission's Exhibit No. 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 the within claim.
2. The claimant's weekly compensation rates are \$237.00 for temporary total disability and \$178.00 for permanent partial disability.

By agreement of the parties the issues to be litigated are limited to the following:

1. Whether an employee/employer relationship existed.
2. Whether claimant sustained a compensable injury on October 10, 2019 to his left shoulder and arm.
3. Whether claimant is entitled to medical benefits.
4. Whether claimant is entitled to temporary total disability benefits from October 11, 2019 to November 11, 2019 and from January 25, 2020 to August 22, 2020.

5. Respondents raise notice defense.
6. Whether claimant's attorney is entitled to an attorney's fees.

Claimant's contentions are:

- a. Whether the claimant sustained a compensable injury to his left shoulder on October 10, 2019.
- b. The claimant's entitlement to medical treatment.
- c. The claimant's entitlement to temporary total disability or temporary partial disability benefits from October 24, 2019 through a date yet to be determined.
- d. Controversion and appropriate Attorney's fees.
- e. Appropriate compensation rates."

Respondents' contentions are:

- a. The Claimant did not sustain a compensable injury while employed by the Respondent employer on or about October 10, 2019.
- b. The Claimant, who was hired by the Respondent employer in August 2019 is not entitled to any benefits.
- c. The respondent has denied and controverted this claim in its entirety; thus the respondent has not paid any benefits to or on behalf of the claimant.
- d. The Claimant's physical problems, if any, are not related to his employment for the Respondent employer. Rather, the Claimant's physical problems and need for medical treatment, if any, stem from an unrelated and/or pre-existing condition.
- e. The Claimant is no longer an employee of the Respondent employer.
- f. The Claimant filed the instant claim on February 28, 2020, subsequent to his separation from the Respondent employer.
- g. The Claimant failed to timely report the supposed injury/incident.
- h. In the alternative, if it is determined the Claimant is entitled to any benefits, the Respondent hereby requests a setoff for all benefits paid by the Claimant's group health carrier, all short term disability benefits received by the Claimant, all long term disability benefits received by the Claimant, and all unemployment benefits received by the Claimant."

The claimant in this matter is a 43-year-old male who alleges to have sustained compensable injuries to his right shoulder and arm on October 10, 2019 while employed by the respondent. Here, the uninsured respondent engaged in the business of trash pickup and removal. The respondent asserts that the claimant was not an employee but was instead an independent contractor. The claimant attended high school to the 11th grade but completed his GED and has no other technical or vocational training. Factory, restaurant and industrial work settings make up the majority of the claimant's work history. On direct examination, the claimant testified that he began work for the respondent in August 2019. The claimant also gave direct examination testimony about his working relationship with the respondent as follows:

Q How were you paid?

A Cash.

Q Okay. How was your pay calculated?

A Hourly.

Q And what was your hourly rate?

A Nine dollars an hour, straight time, I guess. Didn't get paid no overtime or nothing like that. Just straight time.

Q Did you have any written contract or agreement?

A No.

Q And what was your job there?

A Initially it was to help the owner's brother with minimal tasks around the yard and odd jobs that they had to do. Weed eating around his residence or around another trash yard that they have up north and stuff like that.

Q What else did you do?

A From time to time I helped on a trash route periodically, but predominantly with his brother is what I was originally hired to do.

Q Did they tell you what jobs you were supposed to do?

A Yes. Each day I would be informed of what I was going to be doing that day.

Q Did those job require any particular skill or anything?

A No.

According to testimony by Mr. Al Willroth, the owner of the uninsured respondent company, the claimant was trained for several weeks on running a trash truck but was unable to perform adequately to run his own route. Mr. Willroth indicated that the claimant continually missed trash pickups of multiple residents on his route.

On direct examination, the claimant testified about his job duties at the time of the incident, the incident that he alleges, his reporting of that incident and his initial attempt to obtain medical treatment as follows:

Q Now, October 10, 2019, what was your job?

A To help on a residential route to pick up trash for the day.

Q And what did that involve?

A Going from residence to residence, picking up the trash for each customer that Trash-A-Way had.

Q Were you driving the truck?

A No, sir. I was the passenger.

Q What did you do? To perform your duties, what did you do?

A We would stop, exit the vehicle or get up -- you know, get off the back of the truck. Anyway, but grab the trash and put it into the back of the truck that we was using.

Q Okay. Would you briefly describe the accident that occurred on October 10, 2019.

A We had pulled up to a cul-de-sac. There was two residences. I stopped to get off for the first one. I grabbed that trash and I walked to the second residence where the truck had already stopped. The driver, he got out and started grabbing trash at the second one. I threw the trash in the back of the truck for the first one and I started to grab the trash from the second one, by which time the driver had already grabbed his side of the trash and threw it in the back of the truck and was headed towards the front. I then threw the trash in the back of the truck and as I jumped on to hold on to go to the next stop, he had jumped in the truck and put it in gear and took off before I was secure, and I fell off the truck and that is when the accident happened.

Q All right. How did you land?

A On my -- on the pavement facedown with both arms and popped this shoulder out of socket.

Q And where were your physical difficulties, if any, after this accident?

A In my shoulder moving it. I still struggle from time to time. It still, you know, hinges up. But it actually tore my rotator cuff. I was unable to function with it very much at all.

THE COURT: I am going to note for the record that the Claimant has been reaching towards his left shoulder.

Q [BY MR. ELLIG]: Have you ever had any problems like that with your left shoulder before?

A Never. This is my first serious injury in -- you know, I was 40 years old as an adult.

Q Did you report this accident and injury?

A Yes.

Q And when did you do that?

A I had called the owner upon the accident alerting him of a problem at the time that it happened.

Q All right. Did they send you to a doctor?

A No.

Q Did you continue to work after the accident?

A No. I couldn't move my arm. Very, very little.

Q Did you ultimately go to a doctor on your own?

A I did. It was two weeks to the day I went. Being new to accidents or whatever, injuries, I figured that maybe it would come back to. I had heard if you pop it out of socket, I would hurt for a little bit, but it would come back to, so I figured I would give it the benefit of the doubt and see if it did. It was looking, you know, doubtful after the first week, so I kind of gave it a little bit more. I eventually had to go. There was no way I could do it.

Q Where did you go?

A I went to the hospital in Van Buren, Mercy.

Q Baptist?

A Baptist, yes.

Q And did you go to the emergency room?

A I did.

Q What did they do for you?

A They took an x-ray.

Q Did they do anything else?

A No. Just took an x-ray and said that they couldn't –

MR. SHOCK: Objection, Your Honor, to hearsay.

Q [BY MR. ELLIG]: Did they give you any medications?

A Yes. They gave me some ibuprofen for the pain I was in.

Q Did they restrict your physical activities?

A No.

Q Did you tell anyone at Trash-A-Way about this visit to the ER?

A Yes. I gave them paperwork directly from the emergency room.

Q Do you know if they paid that?

A No.

Q Now, how long were you off work after the accident?

A Somewhere around six weeks, maybe. Five or six weeks, I believe.

Q If the payroll records for the Respondents show that you were off from about October 10, 2019 to November 11, 2019, would that sound about right?

A That sounds about right, yes.

A medical record found at Joint Exhibit 1, Pages 1-5, shows the claimant did visit the Baptist Health ER on October 24, 2019. That record in part states, “Michael Jowers is a 42 y.o. male presents to the ER for evaluation and treatment of left shoulder pain. Patient reports that about 2 weeks ago he was

on a moving truck when he fell injuring his left shoulder. Complains of pain with lifting shoulder up.” X-rays were performed on the claimant’s right arm and shoulder but showed no fracture or dislocation.

The claimant testified that while he was off work his shoulder was somewhat improved as he had limited its use. He returned to work for the respondent on November 11, 2019. The claimant gave direct examination testimony about his return to work as follows:

Q When you initially went back, what was your job?

A They had another driver that had come up for neck surgery and they needed somebody to cover his route while he was gone for surgery, in which I would be allowed to proceed with my surgery upon his return. I went back learning the route of the driver.

Q What did this involve?

A Basically learning the route that he drove for each customer.

Q So you rode around in the truck with him?

A Yes.

Q Did you do anything else?

A No. After he -- after he went to surgery and I took over for him, I started running the route. I had help with me to be able to get the trash in the back of the truck.

Q And what was that help? Where did you get that help?

A My cousin. He helped me first thing.

Q Was your shoulder still bothering you this entire time?

A Yes, but not as -- it had somewhat alleviated, but I was still having problems with that, yes.

Q Did this continued work have any effect on your shoulder difficulties in your opinion?

A Somewhat, yes, due to having the motions of steering the truck and what have you.

Q Why did you keep working?

A I needed the money and like I said, I was under the impression that I was going to be able to take care of this to where I wouldn't have no further problems from, you know, my shoulder.

Q Did your employment with Trash-A-Way subsequently end?

A Yes.

Q When was that?

A Third week in January, I think. It was upon the other -- the other guy that was out in surgery when he come back to work.

Q If their payroll records show it was around the 26th, does that sound about right?

A Something like that, yes.

Q And what happened when he came back?

A I was told that I needed to find something else to do; that there was nothing else left for me.

The claimant testified that he subsequently returned to see a doctor. In fact, medical records show that the claimant was seen at Baptist Health on June 22, 2020. At that time, the claimant underwent an MRI. Following is a portion of that diagnostic report found at Joint Exhibit 1, Pages 10-11:

IMPRESSION:

1. Mild acromioclavicular joint degenerative change.
2. Complete full-thickness tear of the supraspinatus at the footprint with retraction of 2.2 cm.
3. Diminutive appearance of the proximal biceps tendon within the bicipital groove with a change in signal suggesting partial tear or tendinosis.
4. Large crescentic calcification posterolateral along the humeral head is of unknown origin. No acute fracture. No evidence of Bankart fracture/lesion.

On July 13, 2020, the claimant was seen by Dr. Jeffrey Evans. A portion of that medical report states, “43 year old male with left shoulder pain and inability to lift overhead since fall off truck at work and feeling a pop. No previous injury, hurts to lay on it, no history of instability, no neck pain, hands tingle some.” The assessment and plan portion of that same medical record indicates that the claimant has had a “traumatic complete tear of the left rotator cuff.” At that time, Dr. Evans scheduled the claimant for left shoulder arthroscopic rotator cuff repair and arthroscopic subacromial decompression. It appears that

on that same date Dr. Evans performed the indicated surgical intervention. Following is a portion of Dr. Evans' operative note found at Joint Exhibit 1, Page 15:

PREOPERATIVE DIAGNOSIS: Left Shoulder Rotator Cuff Tear.
POSTOPERATIVE DIAGNOSIS: Same surgically treated.

Arkansas Code Annotated §11-9-102(9)(A) defines “employee” as any person, including a minor, whether lawfully or unlawfully employed in the service of an employer under any contract of hire or apprenticeship, written or oral, expressed or implied, but excluding one whose employment is casual and not in the course of the trade, business, profession, or occupation of his or her employer and excluding one who is required to perform work for a municipality or county or the state or federal government upon having been convicted of a criminal offense or while incarcerated.

As the Court stated in *Silvcraft, Inc. v. Lambert*, 10 Ark. App. 28, 661 S.W.2d 403 (1983), the determination of whether, at the time of injury, a person is an employee, or an independent contractor is a factual one for the Commission. A test to help determine whether an individual is an independent contractor, or an employee is set out by the Court of Appeals in *Franklin v. Arkansas Kraft, Inc.*, 5 Ark. App. 264, 635 S.W.2d 286 (1982). The Court set forth nine factors which may be considered in determining whether an injured person is an employee or an independent contractor for workers' compensation coverage:

- (1) The right to control the means and the method by which the work is done;
- (2) The right to terminate the employment without liability;
- (3) The method of payment, whether by time, job, piece or other measurement;
- (4) The furnishing, or the obligation to furnish, the necessary tools, equipment, and materials;
- (5) Whether the person employed is engaged in a distinct occupation or business;
- (6) The skill required in a particular occupation;
- (7) Whether the employer is in business;
- (8) Whether the work is an integral part of the regular business of the employer; and

(9) The length of time for which the person is employed.

Mr. Willroth, the owner of the uninsured respondent, testified on direct examination about the working relationship his uninsured company had with the claimant as follows:

Q Do you know Michael Jowers?

A Yes.

Q When you hired him, did you consider him to be an employee or a contractor?

A I hired him as an independent contractor to run a trash route.

Q And how was he paid?

A Paid by the hour.

Q Okay. Any payroll deductions or anything?

A No. At the end of the year, I pay my share of Social Security and Medicare and give them a check for the amount of whatever they make.

Q A Christmas bonus, basically?

A No, not a bonus. It's 7.65 percent of whatever they make.

Q Okay. And you hired him as a route driver originally?

A I did.

Q And did your brother train him?

A He did, for about three to four weeks, just like he does. We have route sheets. He goes with them. Shows them where the route is. At that time Jerry would probably drive a week or two and then you'll have Mike drive. And Mike will throw the trash or anybody else. And then at that point we turn them loose on their own after about three or four weeks.

Q Okay. And are they supervised?

A Pardon?

Q Once they learn the route –

A Once they learn the route.

Q -- are they supervised once they learn the route or are they on their own?

A They are on their own.

Q Now, did he work out as a route driver for you?

A No, he didn't. He couldn't get the route done. He missed people. We had five to ten people a day getting missed and he wasn't getting the route completed, so after a while I told him I've got to have somebody else do this because you are missing too many people.

On cross-examination, Mr. Willroth was asked about the relationship between his company and all of its employees and also specifically about the claimant as follows:

Q Do you have any employees out there?

A Do I have any what?

Q Employees.

A Contract labor, independent contractors.

Q Do you have any employees? What do they do out there? Is everybody contract labor?

A That's right.

Q Except you?

A That's right.

Q So without them you wouldn't have a business, would you, without all the contract labor?

A That's right.

Q And do they do what you tell them?

A Yeah. Well, yeah, I mean they do and then they are out on their own. It's not too tough.

Q Do you tell them how long they work?

A No.

Q You don't tell them how many hours?

A That have route sheets and that is the customers. I don't tell them when to start. As long as they get the job done, I have no problem.

Q And you tell them where to go?

A They have route sheets that show --

Q Is that --

A -- where to go.

Q Does that show them where to go?

A I guess so.

Q Does it tell them what to do?

A Yes.

Q Do they come right back and then change, dump one truck and go to another and change and so on?

A Pardon me?

Q Do they come back to the shop and take the stuff out of the truck and put it somewhere else?

A The box truck drivers fill up the truck, bring it back to the compactor truck and they throw it in the back of the compactor.

Q Okay.

A When the compactor truck is full, then it goes to the landfill.

Q Okay. And who determined all this procedure, how things are going to work?

A Who determines what?

Q How this thing is going to work: Who is going to do what and who is going to drive?

A Well, we hire a man to drive the truck, we would show him where the routes are, and then he runs the routes.

Q Can they do anything other than what they have been told to do? If they decided they didn't want to run this route and they wanted to run something else, can they just do whatever they want to do?

A They can go work for someone else if they'd like, yes.

Q Do you have any written contracts?

A No.

Q Do they get any percentage of how much you make or how much Trash-A-Way makes off of a route?

A No.

Q Does it vary between routes?

A Does it what?

Q Does it vary between -- is there more profit -- are some routes more profitable than some other routes, the trash routes?

A They are paid by the hour.

Q No. I am talking about the trash routes. Are there some that are more profitable than others?

A Only if they've got more customers. The routes are the same, the amounts are the same. There's not one route that pays more than another, no.

Q Do you make more money off of some routes than you make on other routes?

A No, not unless they have more customers.

Q Well, do some routes have more customers?

A Not usually. They are usually about the same.

Q Do they equal out? Do you set it up where they equal out?

A No.

Q Just happenstance that they are all about the same?

A Well, you can pick up so many, you know, and the customers are between 150 to 200 per route per day.

Q Okay.

A It's not based on percentage of profit or percentage of gross.

Q It's just based on an hourly rate; isn't it?

A It is just based on how long it takes them to do a route.

Q If it took them 20 hours, would you pay them for 20 hours?

A I've never argued with anybody about their hours. If they are irresponsible about it, then we say why is this, but I don't question their hours on a daily basis. But, again, you are running the same route, so it is pretty much the same every day, every week. So if you are going to say, well, it is going to take me 15 hours one day and 10 hours another day, then, obviously, you are taking a nap somewhere.

Q And you can't take a nap, can you?

A Some of them probably do.

Q And get paid for it?

A You know, I don't have anybody birddogging their hours, but for the most part, I've never had any trouble, with a few exceptions, of people padding their hours.

Q Okay. What if they wanted to take a while to run their routes?

A What if they what?

Q What if they wanted to take a while to run their routes. If something should be done in eight hours and they are going to take 16 hours, are you going to pay them for 16?

A No.

Q They are not free to do that; are they? They need to hustle.

A They are free to do the job that they've got.

Q They need to get out there and get the job done; right?

A That's right.

Q As quickly as possible?

A Pardon?

Q As quickly as possible?

A Well, you know, I am not sitting out there with a whip cracking them, no.

Q And if you did fire them, you wouldn't owe them anything, would you, if they took longer to get the job done?

A What are you asking?

Q I am asking if you feel like you have any liability to one of these independent contractors if you say I don't want you anymore? Do you think you are free to fire them whenever you want?

A I probably haven't fired five people in 40 years. If they want to go do something else, then that is fine.

Q I am asking do you think you have a right to fire somebody if you think they need firing?

A Yeah.

Q And not pay them -- have to pay them anything, but just get rid them?

A Not have to what?

Q Pay them anything to leave?

A If they are not working, I am not paying them, no.

Q Other than the fact that you call them that, what is the difference in your mind between an independent contractor and somebody that is just common labor?

A What is the difference between an independent contractor and what?

Q Common labor, just somebody as an employee. Somebody that just works for somebody for the hour, what is the difference between that and contract labor?

A There is no difference.

After my review of the testimony provided in this matter and the documentary evidence submitted it seems clear that the employee/employer relationship existed between the parties under the Arkansas Workers' Compensation Act.

The claimant has also asked the Commission to determine whether or not he suffered a compensable left shoulder and left arm injury on October 10, 2019. I will quickly state that the claimant has not submitted objective medical findings of a left arm injury. As such, he has failed to prove the existence of a compensable left arm injury on October 10, 2019. However, the claimant has, through his MRI and operative notes of Dr. Evans, proven the existence of objective medical findings regarding his left shoulder. The claimant must also prove a causal connection between the objective medical findings of

left shoulder injury and the incident he alleges. I have reviewed and believe the claimant's testimony about how his injury occurred when he fell from the back of the truck. It is supported by the testimony of James Richey who was driving the truck at the time of the claimant's fall. Medical records also support the claimant's description and timeline of the injury. I find that while the claimant has failed to prove that he sustained a compensable left arm injury, that the claimant is able to prove that he sustained a compensable left shoulder injury on October 10, 2019 when he fell from his uninsured respondent employer's truck while performing employment services.

The uninsured respondent also raised the notice defense. It is clear from the testimony of the driver and Mr. Willroth, the owner, that both were aware of his injury at least shortly after it occurred. On direct examination, Mr. Willroth was asked about his knowledge of the claimant's injury as follows:

Q Okay. Now, you've heard his testimony about an incident where he fell off a truck in October of 2019, correct, and you have been here during all of that; right?

A I was told by the people there. He didn't call me.

Q Well, that was my question: Did he call you from the scene and tell you he had been hurt?

A No, he did not, no.

Q Did he ever ask you to send him to a doctor?

A No. Nor did he ask for money.

Q He never asked to be sent to a doctor; he never asked you for money?

A What I was told by the girls there is he fell off –

MR. ELLIG: Judge -- well, never mind. I withdraw.

THE COURT: Okay. Go ahead, sir.

Q [BY MR. SHOCK]: Did you ever come to understand that he had fallen off a truck and he wasn't coming into work?

A I was told he had fallen off the truck; said he needed to go home and rest his shoulder.

Q Okay. And he never asked you for money?

A No.

Q He never asked you to send him to a doctor?

A No.

Q Did he ever present you with any medical records where he had been to a doctor?

A No.

Q The testimony has been that this claim was filed in March of 2020. Is that the first you knew about this claim?

A Yes, first I knew, yes.

On cross-examination, the uninsured respondent owner acknowledged he knew of the injury and testified as to why he did not pay for anything related as follows:

Q Back in October you knew that he told somebody out there that he hurt himself on the job and that he wasn't working. You knew those two things?

A That's right.

Q Did you offer to pay him anything?

A No, I did not because I was mad at him for being on the back of the truck because he wasn't supposed to be.

Q Did you offer to send him to a doctor?

A No.

It is clear that the uninsured respondent owner had notice of the injury but just refused to provide benefits due to the uninsured respondent owner's anger towards the claimant for being on and then falling off of the truck.

The claimant has asked the Commission to determine his entitlement to medical benefits. The claimant's access to medical care has been limited due to his inability to pay and the uninsured respondent's position that the claimant was not entitled to benefits in this matter. However, given my findings that his claim is compensable as it relates to the claimant's left shoulder, the uninsured respondent is responsible for payment of medical treatment provided to the claimant for his compensable

left shoulder injury. The medical treatment for the claimant's left shoulder submitted into evidence appears to be reasonable and necessary medical treatment for his compensable left shoulder injury. The claimant is also entitled to after care associated with the surgical intervention he received by Dr. Evans on his left shoulder. The uninsured respondent is also responsible for that treatment. The claimant shall also be reimbursed for out-of-pocket medical expenses and mileage as called for under the Arkansas Workers' Compensation Act.

The claimant has also asked the Commission to determine if he is entitled to temporary total disability benefits from October 11, 2019 to November 11, 2019 and from January 25, 2020 to August 22, 2020. The claimant was not provided light duty work by the uninsured respondent during these periods of time and was clearly in his healing period. As such, he is entitled to temporary total disability benefits from October 11, 2019 to November 11, 2019 and from January 25, 2020 to August 22, 2020.

From a review of the record as a whole, to include 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 the pre-hearing conference conducted on October 28, 2020 and contained in a Pre-hearing Order filed that same date, are hereby accepted as fact.
2. The claimant has proven by a preponderance of the evidence that the employee/employer relationship existed between the claimant and the uninsured respondent on October 10, 2019.
3. The claimant has proven by a preponderance of the evidence that he sustained a compensable injury on October 10, 2019 to his left shoulder.
4. The claimant has failed to prove by a preponderance of the evidence that he sustained a compensable injury on October 10, 2019 to his left arm.
5. The claimant has proven by a preponderance of the evidence that he is entitled to medical benefits related to his compensable left shoulder injury of October 10, 2019 including after care for his

surgical intervention, out-of-pocket medical expenses and mileage provided for under the Arkansas Workers' Compensation Act.

6. The claimant has proven by a preponderance of the evidence that he is entitled to temporary total disability benefits from October 11, 2019 to November 11, 2019 and from January 25, 2020 to August 22, 2020.

7. The uninsured respondent has failed to prove by a preponderance of the evidence that the claimant failed to provide notice of his injury. As such, the uninsured respondent's notice defense fails.

8. The claimant's attorney has proven by a preponderance of the evidence that he is entitled to an attorney's fee in this matter.

ORDER

The uninsured respondent in this matter shall pay for the medical treatment regarding the claimant's compensable left shoulder injury which occurred on October 10, 2019, including after care for surgical intervention, out-of-pocket expenses and mileage. The uninsured respondent shall also pay the claimant temporary total disability benefits from October 11, 2019 to November 11, 2019 and from January 25, 2020 to August 22, 2020. The uninsured respondent shall also pay to the claimant's attorney the maximum statutory attorney's fee on the benefits awarded herein, with one-half of said attorney's fee to be paid by the uninsured respondent in addition to such benefits and one-half of said attorney's fee to be withheld by the uninsured respondent from such benefits pursuant to Arkansas Code Annotated §11-9-715.

All benefits herein awarded which have heretofore accrued are payable in a lump sum without discount. This award shall bear the maximum legal rate of interest until paid.

IT IS SO ORDERED.

**HONORABLE ERIC PAUL WELLS
ADMINISTRATIVE LAW JUDGE**