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

Paul Anderson,
Employee/Claimant,

vs.

Orange County Sheriff Office/Davies Claims North America, Inc.,
Employer/Carrier/
Servicing Agent.
_____/

OJCC Case No. 25-031169NPP

Accident date: 02/16/2025

Judge: Neal P. Pitts

FINAL COMPENSATION ORDER

A merits hearing was held on June 18, 2026 on the December 31, 2025 Petition for Benefits which was mediated on April 16, 2026. The claimant attended and testified. The claims and defenses are set forth in Appendix A.

Prior to the commencement of the hearing,

The claimant seeks a determination of the compensability under section 112.18, Fla. Stat., the "Heart and Lung Bill" for atrial fibrillation. This statute creates a rebuttable presumption of occupational causation for disabling heart disease suffered by firefighters and law enforcement officers (among others) who meet certain prerequisites. *Walters vs. State of Florida- DOC*, 100 So. 3d 1173, 1174 (Fla. 1st DCA 2012).

In the absence of stipulated facts, the statute requires proof the claimant was employed as a firefighter, law enforcement officer, or other covered employee; that he suffered from a condition or impairment of health caused by tuberculosis, heart disease or hypertension which resulted in disability or death;

and that he passed a physical examination upon entering into service as a law enforcement officer or other covered position, which failed to reveal any evidence of the disabling disease. *Walters vs. State of Florida- DOC, 100* So. 3d at 1175, footnote 2. The claimant relies on the presumption to establish occupational causation and contends he has presented competent evidence to establish occupational causation through Dr. Borzak's testimony.

The parties stipulated that the claimant as a full-time law enforcement officer is a member of a covered or protected class. The parties also stipulated that the claimant had a clean preemployment physical upon entering into service as a full-time law enforcement officer which revealed no evidence of hypertension or heart disease.

The E/C disputes that the claimant's diagnosis of atrial fibrillation constitutes heart disease under section 112.18, that the claimant suffered an impairment of health caused by heart disease, and that the claimant's condition was disabling on the date of accident. Alternatively, the E/C contends it has rebutted the statutory presumption by establishing by competent evidence the claimant's atrial fibrillation was wholly caused by non-occupational causes.

SUMMARY OF EVIDENCE:

The claimant is a 60-year-old sworn law enforcement officer who entered into law enforcement in 1985 when he began his career with the New Smyrna Beach, Florida Police Department shortly after he graduated high school and the police academy at Seminole Community College. He was then hired by the Orange County Sheriff's Office in 1989 as a patrol officer after successfully passing a

preemployment physical which showed no evidence of heart disease.[1] He has worked with the sheriff's office for 27 years and currently holds the rank of sergeant and serves as a shift patrol supervisor. He is assigned to sector 6, which is the Disney area. He runs a squad of 10 other deputies, plus a corporal. He works the 2:00 p.m. to 1 a.m. shift.

Of relevance to this claim, he was diagnosed in 2014 with hypertension. He was prescribed hydrochlorothiazide and has taken this medication since being diagnosed in 2014. He described his hypertension as being "Somewhat" controlled.[2] He continues to report ongoing symptoms of "weird feelings in my chest."[3]

While eating dinner in a restaurant on the evening of Sunday, February 16, 2025, he felt a "weird" sensation in his chest; different than he had ever experienced previously. This was a scheduled day off during which he had worked in the yard. He left the restaurant and returned home. While watching television, the weird sensation continued causing him to become alarmed. He then drove himself to the ER of the Oviedo Hospital with a chief complaint of palpitations.

The ER records indicate a blood pressure reading of 144/91 with a rapid ventricular response at 148 bpm. After describing his symptoms, a battery of cardiac tests was performed following which he was admitted to the cardiac ICU.

[1] Performed on January 21, 1999 at the Orlando Clinic by Dr. Thames (DN 33).
[2] *See* April 9, 2026 deposition transcript of Paul Anderson, page 26, line 25 at DN 24. However, it is noted in Dr. Parikh's initial medical report for the 3/3/2025 office visit it states "[t]hat pressures have been well controlled."
[3] *Id*. at page 27, lines 8-11.

The ECG#1 was interpreted as showing "Afib RVR" with ventricular rate at 130 and ECG#2 was interpreted as showing Atrial fibrillation, ventricular rate of 97, normal axis, no STEMI, nonspecific ST and T wave. After being given a 20 mg Cardizem bolus, the ventricular rate improved transiently to 82m, only to increase to 147. At this point an IV Diltiazem drip was ordered and continued until the claimant converted into normal sinus rhythm.[4] He was admitted to the cardiac ICU and remained a patient until his discharge on Wednesday afternoon.[5]

The hospital records after admission include laboratory findings on February 16, 2025 at 2154, 2154, and 2305 include a high calcium score of 192. The hospitalist's clinical impression at 2245 was atrial fibrillation with rapid ventricular response, new onset, electrolyte imbalance-low potassium and magnesium, and hypothyroidism. The hospitalist also noted potassium 3.1 and magnesium 1.6.

The February 17, 2025 0755 cardiology consultation note indicated chief complaint was reported to be palpitations and a history of doing "some yard work yesterday." The cardiologist noted troponin 14, repeat 38, potassium 3.1, magnesium 1.6, chloride 97, random blood glucose 192, TSH 0.39, and a negative chest x-ray. The list of active medications included one tablet of K-DUR 20 MEQ Tab for potassium chloride and one MAG-OX 400 mg tablet for magnesium. Additional laboratory findings within that same medical summary

[4] *See* deposition transcript of Dr. Parikh, page 6, lines 3-6 at DN 25.
[5] The condensed medical records for this hospitalization may be found at pages 79-101 at DN 31, attached as Exhibit 2, part 4, to the deposition transcript of Dr. Borzak.

include 6.7 magnesium (marked as high) and a 137 potassium with a referenced range of 3.5 to 5.3. The assessment included Atrial Fibrillation, new onset with rapid ventricular rate in the 140s, and hypomagnesemia (an electrolyte disorder characterized by lower-then-normal levels of magnesium in the blood), and found to be low in potassium. It further noted that the claimant will need anticoagulation long term.

The February 17, 2025 progress notes at 1052 did not report any laboratory findings for either potassium or magnesium. The impression was no radiographic evidence of acute cardiopulmonary disease. It did continue the potassium and magnesium protocol.

The February 17, 2025 progress notes at 1159 contain a laboratory finding of 9.7 Magnesium. No mention was made for potassium. The note suggests a sleep study be performed due to new atrial fibrillation.

The February 18, 2025 0748 cardiologist's progress note at include 2.9 magnesium No mention was made for potassium. It further notes that the Echo study performed on 2/17/25 documented a LVEF of 60 to 65% and mildly decreased LV wall thickness. The exercise stress was negative for ischemia.

The February 18, 2025 1039 hospitalist's progress note at includes a reference to 138 potassium. No mention was made for magnesium.

The February 18, 2025 1056 pulmonologist's progress note includes a reference to 2.9 magnesium. No mention was made for potassium.

The February 18, 2025 1326 discharge note references 2.9 magnesium and 138 potassium. In summarizing the hospitalization, the note stated, "Patient is

a 59 years old gentleman history of diabetes hypertension hypothyroidism presented to the hospital for palpitations found to be in atrial fibrillation with RVR (rapid ventricular response).

A First Report Of Injury was prepared indicating notice of the accident and injury was received on February 20, 2025 with a reported date of accident of February 16, 2025 and the employee's description of the injury being diagnosed with AFIB after experiencing irregular heartbeat.[6] On February 28, 2025, the carrier sent the claimant a letter indicating an appointment with the cardiologist, Dr. Amish Parikh,[7] he had been scheduled for March 3, 2025.[8] On March 5, 2025, the carrier prepared a "120 day pay and investigate" letter which was sent to the claimant on March 6, 2025 informing him workers' compensation benefits were being paid while the employer was undertaking an investigation to determine the compensability of the injury.[9] On May 2, 2025 the carrier filed a Notice Of Denial of the medical bill for the date of service of February 16, 2025, indicating it needed to be filed under private health insurance. The basis for the denial was listed as "Statutory Exemption."[10] On June 11, 2025 the carrier filed a Notice Of Denial of the entire claim on grounds the claimant "[h]as not satisfied the requirements of F.S. 112.18 or the Statute had been rebutted."[11]

The carrier a $1,000.00 payment to Premier Cardiology Vascular Associates

[6] *See* April 30, 2026 exhibits attached to deposition transcript of Garrett Patterson at DN 35.
[7] Employed by or practicing medicine as a physician with Premier Cardiology Vascular Associates.
[8] *Id.*
[9] *Id.*
[10] *Id.*
[11] *Id.*

was sent for a date of service of March 2, 2025. The carrier subsequently paid for dates of service with this provider on March 20, 2025, March 21, 2025, and March 27, 2025. In August, 2025, the carrier sent payment on August 5, 2025 to Hospital Medicine Associates of Florida for dates of service rendered February 16, 2025, February 17, 2025, and February 18, 2025.

The carrier's first provision of benefits was made on March 3, 2025 when he was received an authorized medical evaluation with Dr. Parikh. The records for this visit noted the primary reason was for an evaluation of diagnosed Hypertension, EKG, Overweight/Obese Overweight, and Paroxysmal Atrial Fibrillation and Cardiac Arrhythmia. A history from the claimant includes having palpitations, a symptom which he described as irregular heartbeat, moderately bothersome, with a frequency of approximately one time per year the duration of which was quite variable and worsened by exertion. The DWC-25 form signed by Dr. Parikh for this visit reflects a diagnosis of Atrial Fibrillation, described in his records as Paroxysmal atrial fibrillation. These same diagnoses were reported consistently for all further authorized visits respectively.[12] On March 27, 2025, Dr. Parikh indicated the claimant had reached MMI with a 0% impairment and no work restrictions. He was to continue taking Eliquis due to a "chadsvasc" score of 2.

Dr. Parikh testified that the claimant's diagnosis was based on an EKG showing atrial fibrillation, with subsequent normal sinus rhythm. He agreed the

[12] *See* Dr. Parikh's medical records at DN 20.

diagnosis is an arrhythmia during which the heart's electrical conduction system is disrupted, causing asynchronous atrial and ventricle contractions. Atrial fibrillation is considered to be a moderately abnormal heart rhythm. It is an electrical issue and not a structural heart disease. Atrial fibrillation can be "paroxysmal" (which is intermittent) or "lone" (single episode, not associated with structural heart disease). The diagnosis of "lone" is based on the absence of a recurrence over time, typically about one year.

Dr. Parikh stated that the claimant's Atrial fibrillation episode and hospitalization were caused by a dehydration induced electrolyte imbalance. He explained that electrolytes control the membrane[13] "electrical potentials" and can cause arrythmias when either very high or very low. While he conceded that the claimant's job played a small role, the primary cause of the claimant's atrial fibrillation was electrolyte abnormalities from dehydration. According to Dr. Parikh, the claimant's potassium and magnesium levels were low enough such that they "could" have caused the atrial fibrillation. To support this opinion, he cited to the 3.1 potassium level and the 1.6 magnesium level. He related these to dehydration from sun exposure and yard work performed earlier that day. He agreed the sodium levels were normal but contended that the low potassium and magnesium levels were more relevant. These levels have increased to 4.2 for potassium and 3.9 for magnesium.

The claimant designed Dr. Steven Borzak as his IME. Dr. Borzak performed

[13] Cells have membranes that are potassium, magnesium, calcium based and they rely on a balance between what's outside the cell and what's in the cell in terms of the electrolytes. When there is an imbalance it causes the electrical conduction to be compromised that can lead to arrythmias. *See* deposition of Dr. Parikh, pages 12 and 13.

a paper review of the records[14] and published a report dated December 23, 2025.[15] He was deposed on May 7, 2026.[16]

Dr. Borzak diagnosed atrial fibrillation, which is an arrhythmia and considered to be a category of heart disease but not all arrhythmias are considered to be heart disease. It is an electrical abnormality that affects the efficiency and function of the ventricle and the blood flow to the body, and therefore, the heart's mechanical function. It originates in the heart. Normally, the top chamber initiates the beat so that the heart rate is determined by the sinus node, which is fed by impulses from the body's nerves as well as circulating hormones. When atrial fibrillation pertains, the normal heart rate regulation is no longer present.

It was Dr. Borzak's opinion the claimant suffered a condition or impairment of health on February 16, 2025 when he presented to the Oviedo Hospital's Emergency Department with symptoms of rapid heart action and would found to have atrial fibrillation, resulting in his hospitalization and treatment. He was disabled from performing his duties as a sworn law enforcement officer on that date due to his hospitalization from atrial fibrillation and its symptoms. He was discharged on Eliquis, which is intended to prevent blood clots from developing leading to a stroke.

He was not able to identify the cause of the claimant's atrial fibrillation. There are several risk factors however. High blood pressure is a risk factor but not a

[14] These records are filed at DNs 28, 29, 30, 31, and 32.
[15] *See* DN 32.
[16] *See* deposition transcript filed at DN 26.

strong one due to its relatively short onset. Atrial fibrillation sometimes is related to catecholamine surges due to stressful events and alcohol.

Dr. Borzak conceded that the claimant's potassium at 3.1 was low but not his magnesium level at 1.6 (normal range between 1.6 and 2.4). He further conceded that the low potassium could have contributed to the "substrate" that might predispose to atrial fibrillation, but it's not the cause. He explained that he used to term "substrate" to mean the same idea as risk factors. These are conditions which can contribute to the development of arrythmias (and hypokalemia is one and could make the arrythmia more likely to happen) but there still needs to be something that initiates it. Exertion also can be a cause of the arrythmia but not the cause of low potassium. Additionally, hypertension, low potassium, and suppressed thyroid all could have contributed but even taken together, more likely than not, do not constitute the cause of the arrythmia.[17]

Moreover, he did not consider any of these risk factors to be strong. In explaining this opinion, he noted the hypertension was of relatively recent onset, the thyroid was mildly excess, and it was mild to moderate hypokalemia.

The claimant will require management of his hypertension. He will further need to remain on treatment, including taking Eliquis, at least for a period of time, not necessarily permanently. He may require antiarrhythmic drugs. With regards to treating the claimant's hypertension, certain types of treatments,

[17] Dr. Borzak explained this is because those conditions do not cause the arrythmia but contribute to the possibility of development.

other than antiarrhythmic drugs, can reduce the frequency, duration, and severity of atrial fibrillation reoccurrence, and hypertension is on that list of things.

APPLICABLE STATUTORY AND DECISIONAL LAW:

1. Section 112.18(1) creates a rebuttable presumption of compensability for heart disease suffered by first responders, including law enforcement officers, who satisfy the statutory prerequisites found in section 112.18(1)(a) which provides:

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

2. Establishment of the prerequires results in a "bursting bubble" presumption that relieves a first responder to otherwise prove occupational causation. *Caldwell v. Div. of Ret., Fla. Dep't. of Admin.*, 372 So. 2d 438, 441 (Fla. 1979). The burden shifts to an employer to rebut the presumption either by competent evidence or clear and convincing evidence depending on the evidence a claimant presents.
3. If a claimant relies solely on the statutory presumption, the employer can rebut that presumption with competent evidence; but if a claimant adduces competent evidence of occupational causation in addition to the

presumption, the employer must present clear and convincing evidence to rebut the presumption. *Punsky v. Clay Cnty. Sheriff's Off.*, 18 So. 3d 577, 584 (Fla. 1st DCA 2009) (en banc). The employer's ability to rebut the presumption is not limited by an obligation to demonstrate a single non-industrial cause. *City of Tarpon Springs v. Vaporis,* 953 So.2d 597, 599 (Fla. 1st DCA 2007).

4. In *Caldwell,* the medical evidence as to the cause of the heart disease (arteriosclerosis) was conflicting; with evidence the disease was caused by the stress of the claimant's employment over a period of time caused in whole or in part the heart attack and evidence it was unrelated to the claimant's employment. *Caldwell* held the statutory presumption in section 112.18 prevails if the medical evidence is conflicting and the quantum of proof is balanced.
5. Non-industrial causation may be shown through demonstration of a combination of wholly non-industrial causes. For example, if the employer's medical testimony shows that several non-work-related factors or conditions are the cause of a heart attack, and such evidence is accepted and credited by the trier of fact, such testimony could be found sufficient as competent and substantial evidence to rebut the statutory presumption and establish non-industrial causation. *Lentini v. City of West Palm Beach,* 980 So.2d 1232, 1233 (Fla. 1st DCA 2008). Satisfaction of the prerequisites for application of the major contributing cause analysis and the causative factors that are both work-related and non-

work-related is mutually exclusive to the viability of an E/C's rebuttal under section 112.18. *City of Jacksonville v. Ratliff*, 217 So.3d 183 (Fla. 1st DCA 2017). The Major Contributing Cause analysis is not revived as a required standard of proof for the claimant under sections 440.09(1) and 440.151, Fla. Stat. unless and until the E/C successfully satisfies its rebuttal threshold.

6. As to the issue of the hindrance to recovery doctrine, if one of the primary purposes of treatment is also a removal of a hindrance to recover from the compensable accident, it is compensable. *See Glades County Sugar Growers v. Gonzales, 388* So.2d 333 (Fla. 1st DCA 1980); *Decks, Inc. of Florida v. Wright*, 389 So.2d 1074 (Fla. 1st DCA 1980) and *Barris v. Toppers of Florida, Inc.,* 382 So. 2d 441 (Fla. 1st DCA 1980). It applies also to preexisting conditions if the treatment of such condition is medically necessary to the claimant's treatment and recovery from the compensable condition(s). *Mellon Sec. & Sound v. Custer*, 687 So. 2d 1372 (Fla. 1st DCA 1997) (holding E/C was responsible to treat the claimant's obesity and hypertension because it was medically necessary to treat the claimant's compensable neck and back conditions). Simply stated, the employer is responsible for "treatment required by the non-compensable injury if such treatment would not presently be required but for the existence of the compensable injury." *Glades Cnty. Sugar Growers v. Gonzales*, 388 So. 2d 333, 336 (Fla. 1st DCA 1980), citing to *Jordan v. Indus. Comm*, 183 So. 2d 529, 539 (Fla. 1966). The "hindrance to recovery theory makes treatment

or assistance compensable only to the extent treatment or assistance is necessary for compensable injuries, not generally to keep a claimant healthy and safe." *Tyson v. Palm Beach Cnty. Sch. Bd.*, 913 So. 2d 105, 107 (Fla. 1st DCA 2005) (internal citations omitted). Under the hindrance-to-recovery doctrine, it is the purpose of the treatment that determines its compensability. *See Brevard Cnty. Sch. Board v. Acosta*, 141 So. 3d 233, 234 (Fla. 1st DCA 2014). The relevant question is not whether the requested treatment is medically necessary, but what is the purpose of the treatment. Unless the purpose of the treatment is to remove a hindrance to treating the compensable injury, the doctrine does not apply. *Id.*

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

In making my findings of fact, I have carefully considered and weighed all of the evidence presented to me. Although I may not reference each piece of evidence presented by the parties, I have carefully considered all the evidence and the exhibits in making my findings of fact.

Based upon the evidence, I make the following findings of fact and conclusions of law:

1. I have jurisdiction of the parties and the subject matter.
2. The stipulations of the parties are accepted and adopted by me as findings of fact.
3. The evidence closed in this matter on June 18, 2026.

4. Pursuant to the provisions of §440.015, Fla. Stat., I have not interpreted the facts in this case liberally in favor of either the rights of the injured worker or the rights of the employer. I have construed the law in accordance with the principles of statutory construction.

5. I carefully observed the demeanor, candor, and character of the claimant while testifying. Based upon my observations of the claimant during his testimony, I find the claimant to be credible, sincere, and believable.

I. Heart Disease:

6. I accept Dr. Borzak's opinion, and so find, the claimant's diagnosis is paroxysmal[18] atrial fibrillation, which is an arrythmia. I find this diagnosis was based on EKG findings[19] I further find this diagnosis is consistent with the diagnosis on discharge from the Oviedo Hospital on February 18, 2025, by Dr. Parikh on his initial evaluation of the claimant,[20] in the March 27, 2025 DWC-25 form when he placed the claimant at MMI with a 0% impairment and full duty work, and used by Dr. Parikh as the billing code for treatment billed under his private health insurance after the claim was denied by workers' compensation.[21] This diagnosis also is based on Dr. Borzak's opinion that while its possible (but not likely) to have a single instance of atrial fibrillation without a diagnosis

[18] According to Dr. Borzak, while it is possible to have a single or "lone" instance of atrial fibrillation, it is more likely the claimant will have a recurrence at some point in the future.
[19] *See* deposition of Dr. Parikh, page 21, lines 4- 7.
[20] *See* deposition of Dr. Parikh, page 6, line 11.
[21] *See* deposition of Dr. Parikh, page 26, line 7.

of heart disease, it's more likely the claimant will have a recurrence at some point in the future.[22]

7. I accept Dr. Borzak's opinion over Dr. Parikh's opinion (expressed in his deposition taken on June 11, 2026) that the claimant's diagnosis is lone atrial fibrillation (a onetime non-recurring event) and his accompanying opinions this condition does not constitute heart disease under the definition in *Harlem* nor is it heart disease. In doing so, I find Dr. Borzak's opinion to be more logical and reasonable and consistent with the totality of the record evidence. This includes, but is not limited to, Dr. Parikh's continuing to prescribe Eliquis after MMI and continuing to monitor and follow him. It also is inconsistent with his testimony that he will continue to monitor him with multiples of three to five years performing another stress test to make sure it doesn't happen again.[23]

8. I find this condition is an electrical abnormality originating in and limited to the atrium (which is intrinsically part of the heart) that affects the efficiency and function of the ventricle and blood flow to the body because the heart requires an electrical system to function.[24] I further find this condition increases the risk of heart failure and stroke. I further find this condition can weaken the heart's muscle because it decreases the heart's efficiency. Based on these findings, I accept Dr. Borzak's opinion this condition constitutes heart disease as defined in the 23rd Edition of

[22] *See* deposition of Dr. Borzak, pages 29, lines 20-22.
[23] *See* deposition of Dr. Parikh, page 46, lines 13-19.
[24] Just like it requires coronary arteries that provide it with blood and also requires a pumping function with valves.

Dorland's Medical Dictionary as "any organic, mechanical or functional condition of the heart that causes trouble."

II. Covered Condition:

9. I find that the claimant's diagnosis of paroxysmal atrial fibrillation is heart disease and covered as such under section 112.18(1). I find the employer/carrier's position constitutes too narrow a reading of *Harlem* because it did not involve a dispute or a ruling over whether the thoracic aortic aneurysm was caused by an anatomical issue. Rather, *Harlem* involved a dispute over whether a thoracic aortic aneurysm was part of the heart's structure so as to be considered as a covered condition. Its holding was a thoracic aortic aneurysm was not a part of the heart's structure, and therefore, not considered to be a covered condition. In so ruling, *Harlem* distinguished, but did not overturn, the definition of heart disease as set forth in *City of Venice vs. Van Dyke*, 46 So. 3d 115, 116 (Fla. 1st DCA 2010). *Van Dyke* defined heart disease using Dorland' s Illustrated Medical Dictionary (29th ed.) as "any organic, mechanical, or functional abnormality of the heart, it structures, or the coronary arteries."

10. I find this is consistent with a long line of cases in which the First District Court of Appeal recognized a number of arrhythmias as heart disease under section 112.18(1) in different contexts. See, e.g., *Sledge v. City of Fort Lauderdale*, 497 So. 2d 1231 (Fla. 1st DCA 1986) (atrial fibrillation is heart disease); *Palm Beach Cnty. Sheriff's Off. v. Blair*, 965 So.2d 1210

(Fla. 1st DCA 2007) (atrial fibrillation); *Fuller v. Okaloosa Corr. Inst.*, 22 So. 3d 803 (Fla. 1st DCA 2009) (right ventricle outflow tract tachycardia); *Leblanc v. City of West Palm Beach*, 72 So.3d 181 (Fla. 1st DCA 2011 (cardiac arrythmia); *Johns Eastern Co. v. Schraw*, 115 So.3d 428 (Fla. 1st DCA 2013) (premature ventricular contractions); *Carney v. Sarasota Cnty. Sheriff's Off.*, 26 So. 3d 683 (Fla. 1st DCA 2009) (atrial fibrillation resulted in disability); *Martz v. Volusia Cnty. Fire Servs.*, 30 So. 3d 635 (Fla. 1st DCA 2010) (atrial fibrillation is considered heart disease); *Mitchell v. Miami Dade Cnty.*, 186 So.3d 65 (Fla. 1st DCA 2016) (supraventricular tachycardia); and *Gonzalez v. St. Lucie Cnty Fire Dist.*, 186 So.3d 1106 (Fla. 1st DCA 2016 (tachycardia).

III. Disability:

11. I accept Dr. Borzak's opinion, and so find, the claimant suffered a condition or impairment of health on February 16, 2025 when he presented to the Oviedo Hospital's Emergency Department with symptoms of rapid heart action and would found to have atrial fibrillation, resulting in his hospitalization and treatment. I further accept Dr. Borzak's opinion the claimant was disabled on that date from performing his duties as a sworn law enforcement officer on that date due to his hospitalization and treatment for atrial fibrillation and its symptoms. I further find he was discharged on Eliquis, which is intended to prevent blood clots from developing leading to a stroke.

12. I reject the E/C's position that the claimant did not suffer a disability on that date because the hospitalization was strictly for monitoring and diagnostic purposes. The record evidence establishes the claimant received anti-arrhythmic treatment on such date, including a 20 mg Cardizem bolus which caused the ventricular rate to improve transiently to 82 but then increase 14, followed by an IV Diltiazem drip which was continued until the claimant converted into normal sinus rhythm, as well as a potassium protocol and magnesium protocol. These are clearly treatment modalities and not just for diagnostic purposes.

IV. Occupational Causation:

13. I accept Dr. Borzak's opinion that the cause of the paroxysmal atrial fibrillation condition is unknown. I reject the claimant's contention that Dr. Borzak's opinion that stress caused by the claimant's occupation as a sworn law enforcement officer could have caused the atrial fibrillation to be competent evidence of occupational causation. Therefore, I find the clear and convincing evidentiary standard for rebutting the presumption is not applicable in this claim. I further find that the E/C has not persuaded me by competent evidence which I accept that the paroxysmal atrial fibrillation condition was due to non-occupational cause(s) .

14. In making these findings, I further accept Dr. Borzak's opinions that low potassium could have contributed to the "substrate" that might predispose to atrial fibrillation, it's not the cause. I further accept his opinion that while the preexisting hypertension condition, the low

potassium, and suppressed thyroid all could have contributed to the cause, taken together it is more likely than not they do not constitute the cause of the arrythmia. This is because taken together they are all "weak."[25] I further accept his opinion that the claimant's job as a sheriff's deputy could have contributed to the cause because sometimes atrial fibrillin is related to catecholamine surges caused by stressful events and physiologic stress; which characterizes part of a law enforcement officer's job description.

15. I accept Dr. Borzak's opinions over the contrary opinions of Dr. Parikh because I find Dr. Borzak's opinion to be more logical and reasonable and consistent with the totality of the record evidence. It's also consistent with Dr. Parikh's testimony on direct examination that the claimant's "second atrial fibrillation" can be caused by several factors including "lots of stress." Stress is something which is associated with the claimant's employment as a law enforcement officer.

16. I further find that Dr. Parikh's causation opinion (that the claimant's condition was caused by claimant's low electrolytes due to **dehydration** while working in the yard) is predicated on assumptions not established by the greater weight of evidence. Specifically, his assumption that the claimant became dehydrated when working in the yard causing the electrolyte imbalance. I find this opinion to be more in the nature of

[25] *See* deposition of Dr. Borzak, pages 28, line 1.

conjecture[26] in an attempt to link the atrial fibrillation to an electrolyte imbalance that based on the greater weight of the evidence and within a reasonable degree of medical probability.

17. In making this finding, I begin by noting the date of accident is in February and not during one of the hot summer months. While neither party introduced evidence as to the temperatures on that date, common sense allows for a reasonable inference such weather would not similar to a hot, humid summer day in Florida. Dr. Parikh's deposition reference to hot summers in Florida making it very difficult to stay ahead of dehydration[27] suggests he is associating this date of accident with those conditions and not the usual winter conditions prevailing in February to support his assumption the yard work resulted in dehydration.

18. The claimant's deposition testimony does not support such assumption. His testimony was it was a normal Sunday during which "I took care of the yard, I cut the grass, finished that early." Something which he did on a regular basis with no issues. Something which can be done within an hour; cutting, edging, and blowing. He had water to drink and took a shower with no issue. He does not describe being dehydrated. His sodium (also an electrolyte) level at the ER was within the low normal range, which is inconsistent with dehydration.

[26] *See* deposition of Dr. Parikh, page 15, lines 9.
[27] *See* deposition of Dr. Parikh, page 40, lines 20-25 and page 41, lines 1-14.

19. The ER records do not note a history of dehydration whether from working in the yard or for any reason. While the labs do indicate an "electrolyte imbalance" based on low potassium and magnesium levels, no association was made by the ER physicians that such imbalance was due to dehydration. Nor is there a reference in the ER record of an IV being started until the Cardizem drip was started.

20. The claimant testified at trial that he cut the grass that day and that he had drunk fluids during the day. After cutting the grass, he had showered and left the house to eat dinner at a restaurant. He did not testify either on direct or cross that he thought he was dehydrated.

21. There is no dispute the lab study indicated some electrolyte imbalance. But, the record does not establish by the greater weight of the evidence that such imbalance was due to dehydration caused by yard work. Rather, the greater weight of the evidence is the reason for such imbalance is unknown.

22. The primary basis for Dr. Parikh's opinion is the electrolyte imbalance could be attributed to the events leading up to the symptoms of atrial fibrillation. Without such connection with these events, he had no other alternative basis the electrolyte imbalance being the cause out of other potential causes.

V. Compensability of Atrial Fibrillation:

23. Based on the foregoing findings, I find that the claimant has established compensability of his claim for Atrial Fibrillation under section 112.18(1).

24. I find that there is further medical treatment which is reasonable, medically necessary, and causally related to the compensable Atrial Fibrillation condition. Therefore, I grant the claimant for the scheduling of medical care and treatment with a cardiologist or appropriate physician to treat claimant's disabling heart disease.

VI. Impairment Rating:

25. I find that arrhythmias are a form of heart disease ratable in section 8 of the 1996 Florida Impairment Guides. Under Class 1 An impairment of the whole person may be rated between 1-14%. A claimant falls under Class 1 if the patient is asymptomatic during ordinary activities and a cardiac arrhythmia is documented by ECG **and** there is no documentation of three or more ectopic beats or periods of asystole greater than 1.5 second, and both the atrial and ventricular rates are maintained between 50 to 100 beats per minute; **and** there is no evidence of organic heart disease.

26. Under Class 2, An impairment of the whole person may be rated between 15-29%. A claimant falls under Class 2 if the patient is asymptomatic during ordinary activities and a cardiac arrhythmia is documented by ECG **and** moderate dietary adjustment, or the use of drugs, or an artificial pacemaker, is required to prevent **symptoms** related to the cardiac arrhythmia; **or** the arrythmia persists and there is organic heart disease.

27. The record does not establish specifically what constitutes "symptoms" related to the cardiac arrhythmia other than the rapid ventricular rate documented by EKG during the ER visit. Both cardiologists agree the

claimant is not taking anti-arrhythmic medication.[28] Dr. Borzak's testimony established Eliquis is being prescribed to prevent blood clots from developing leading to a stroke.[29] Dr. Parikh testimony established when the claimant first presented as a patient "[h]e was on Eliquis 5 milligrams twice per day and that was to thin his blood, but nothing for heart rate control or the arrythmia itself."[30]

28. Dr. Borzak's testimony was because the claimant was being treated with Eliquis that this drug would automatically take him out of Class 1 and put him in Class 2 and assigned a 17% impairment rating. Dr. Parikh assigned the claimant a 0% impairment based on the *Harlem* decision. Setting aside the *Harlem* decision, he then conceded that the use of Eliquis for the prevention of a stroke could be a symptom of cardiac arrhythmia; in which event, he would assign a 15% impairment rate.[31]

29. I accept Dr. Parikh's opinion, and so find, that 15% is the appropriate percentage of impairment for his condition. Even assuming that the taking of Eliquis were not considered to be a drug being used to prevent **symptoms** related to the cardiac arrhythmia placing the claimant in a Class 2 class, even under Class 1, an impairment rating may be assigned up to 14%. Thus, based on this evidence and record, I find that the

[28] *See* deposition of Dr. Parikh, page 7, lines 11-19.
[29] *See* deposition of Dr. Borzak, page 20, lines 11, 12.
[30] *See* deposition of Dr. Parikh, page 6, lines 18-21.
[31] *See* deposition of Dr. Parikh, page 51, line 8.

minimum impairment rating under Class 2 (15%) is a reasonable impairment rating to be awarded.

VII. Hindrance To Recovery:

30. I find the claimant had been diagnosed with hypertension before February 16, 2025 for which he had been prescribed a medication known as hydrochlorothiazide. I further find he had been taking this medication since it was prescribed. I find both cardiologists agree the claimant's preexisting hypertension was not aggravated by the claimant's atrial fibrillation nor was it the cause of the claimant's atrial fibrillation.

31. I accept Dr. Borzak's opinion it is necessary for the claimant to continue to treat his hypertension as part of the treatment regimen for the atrial fibrillation because hypertension treatment is one of those treatment modalities which can reduce the frequency, duration, and severity of atrial fibrillation recurrence. I further find Dr. Parikh agreed it would be necessary to treat the hypertension as a hindrance to recovery for the atrial fibrillation to prevent a recurrence.[32] As such, I find that one of the primary reasons for providing the claimant with treatment for his hypertension is the removal of a hindrance to recovery his compensable injury. I find this treatment to consist of medication management with hydrochlorothiazide.[33] I find that providing this treatment is necessary for treatment of the compensable injury and not generally so as to keep a

[32] *See* Dr. Parikh's deposition, page 45, line 25 at DN 25.
[33] *See* claimant's deposition, page 22, line 22.

claimant healthy and safe. Accordingly, I find that treating the claimant with medication for the hypertension condition is compensable.

VIII. Compensability of Hospitalization:

32. I find both cardiologists agree the emergent medical treatment and subsequent hospitalization for the period of February 16, 2025 through February 18, 2025, to be reasonable, medically necessary, and causally related to the diagnosis and treatment of the claimant's compensable paroxysmal atrial fibrillation. Therefore, I find this hospitalization to be compensable under Chapter 440. The E/C is legally responsible for this medical care because it is related to treatment of the claimant's compensable Atrial Fibrillation.

33. I find that the claimant's attorney has performed a valuable service and is entitled to an award of a reasonable attorney's fee and taxable costs against the employer for obtaining the medical benefit being awarded herein.

Wherefore, it is

CONSIDERED, ORDERED, and ADJUDGED as follows:

1. The E/C shall pay the claimant IB benefits based on a 15% Impairment to the body as a whole at the correct compensation rate;
2. The E/C shall pay the claimant penalties and interest on the above Impairment Benefits;
3. Authorize and schedule an appointment with a cardiologist or

appropriate physician to treat claimant's disabling heart disease and the hypertension condition deemed compensable as a hindrance to recovery; and

4. Pay the claimant reasonable attorney's fees and taxable costs for securing the above indemnity and medical benefits. Jurisdiction is reserved to determine the amounts thereof if the parties are unable to resolve this issue.

DONE AND SERVED this 26th day of June, 2026, in Altamonte Springs, Seminole County, Florida.

Neal P. Pitts
Judge of Compensation Claims

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APPENDIX "A"

The substantive claims for determination are:

1. Payment of impairment benefits from 3/27/2025 and continuing at the correct weekly rate based on the correct compensation rate per the wage statement;
2. Authorization, payment and scheduling of medical care and treatment with a Cardiologist or appropriate physician to treat claimants disabling arterial and cardiovascular hypertension and or heart disease;
3. Authorization and payment of past medical care at Oviedo Medical Center 8300 Red Bug Lake Road, Oviedo, FL 32765 of $74,251.29;
4. Attorney Fees pursuant to Section 440.34, Florida Statutes or as otherwise provided by law/Reasonable costs pursuant to Section 440.34, Florida Statutes, or as otherwise provided by law;
5. Penalties and Interests pursuant to Section 440.20 (6)-(8), Florida Statutes, or as otherwise provided by law;
6. Compensability of atrial fibrillation; and
7. Compensability for hypertension pursuant to hindrance to recovery.

The defenses raised by the E/C were the following:

1. The entire claim is denied as the injured worker does not meet the requirements of F.S.112.18; thus, no indemnity benefits are due or owing;
2. Regarding authorization of medical care and treatment with authorized

physician and compensability of the claim under F.S. 112.18, the entire claim is denied as the injured worker does not meet the requirements of F.S 112.18;

3. The first provision of benefits was 3/3/25 and thus no treatment received before that will be paid;
4. Attorney fees and costs are not due or owing;
5. The E/SA stipulate to prevailing party taxable costs upon strict proof of same;
6. Penalties and/or Interest are not due or owing; and
7. The entire claim is denied as the injured worker does not meet the requirements of FL Statute 112.18.

I. Affirmative Avoidances

1. E/C has waived ability to deny compensability due to the provision of benefits prior to invoking the 120-day investigation and thus the claim is compensable;
2. EC should be estopped from denying the claim due to the provision of benefits prior to invoking the 120-day investigation and thus the claim is compensable;
3. Employer/Carrier failed to comply with Fla. Stat. §440.20(4) and, therefore, are estopped from denying compensability of the accident and/or requested treatment;
4. The Employer/Carrier has the burden to prove that it gave the claimant written notice of its reliance on the "pay and investigate"

provision of section 440.20(4) before it commenced payment of benefits. *Churchill v. DBI Services, LLC*, 361 So. 3d 896, 903 (Fla. 1st DCA 2023); and

5. "Paying and investigating" requires written notice per subsection 440.20(4) which was not provided prior to the provision of benefits.

II. Claimants Responses to Defenses of E/C/SA

Defense:

The entire claim is denied as the injured worker does not meet the requirements of F.S. 112.18; thus no impairment benefits are due or owing.

Claimant's Response:

Estoppel, waiver, EC began paying benefits prior to invoking the 120-day investigation. "A condition or injury may be deemed compensable if the workers' compensation carrier begins payment for that condition or injury and fails to investigate within the 120 days, or fails to deny compensability within that time period." *TECO Energy, Inc. v. Williams*, 234 So. 3d 816 (Fla. 1st DCA 2017). "In order to invoke the benefits of the pay and investigate rule, an employer or its carrier must give notice it is relying on the pay and investigate provision at or before 'commencement of payment.'"). Thus, to show that their provision of benefits was not a wholesale acceptance of compensability, the E/C have the burden to prove that they gave the injured worker written notice in accordance with statute." *Churchill v. DBI Services, LLC*, 361

So. 3d 896, 903 (Fla. 1st DCA 2023). Vague, lack of specificity, E/C has failed to specify which element of 112.18 has not been met.

Defense:

Regarding authorization of medical care and treatment with an authorized physician and compensability of the claim under F.S. 112.18, the entire claim is denied as the injured worker does not meet the requirements of F.S. 112.18.

Claimant's Response:

Estoppel, waiver, E/C began paying benefits prior to invoking the 120-day investigation. "A condition or injury may be deemed compensable if the workers' compensation carrier begins payment for that condition or injury and fails to investigate within the 120 days, or fails to deny compensability within that time period." *TECO Energy, Inc. v. Williams*, 234 So. 3d 816 (Fla. 1st DCA 2017). "In order to invoke the benefits of the pay and investigate rule, an employer or its carrier must give notice it is relying on the pay and investigate provision at or before 'commencement of payment.'"). Thus, to show that their provision of benefits was not a wholesale acceptance of compensability, the E/C have the burden to prove that they gave the injured worker written notice in accordance with statute." *Churchill v. DBI Services, LLC*, 361 So. 3d 896, 903 (Fla. 1st DCA 2023). Vague, lack of specificity, EC has failed to specify which element of 112.18 has not been met.

Defense:

The first provision of benefits was 3/3/25 and thus no treatment received before that will be paid.

Claimant's Response:

Estoppel, waiver, EC began paying benefits prior to invoking the 120-day investigation. "A condition or injury may be deemed compensable if the workers' compensation carrier begins payment for that condition or injury and fails to investigate within the 120 days, or fails to deny compensability within that time period." *TECO Energy, Inc. v. Williams,* 234 So. 3d 816 (Fla. 1st DCA 2017). "In order to invoke the benefits of the pay and investigate rule, an employer or its carrier must give notice it is relying on the pay and investigate provision at or before 'commencement of payment.'"). Thus, to show that their provision of benefits was not a wholesale acceptance of compensability, the E/C have the burden to prove that they gave the injured worker written notice in accordance with statute." *Churchill v. DBI Services*, LLC, 361 So. 3d 896, 903 (Fla. 1st DCA 2023). Vague, lack of specificity, EC has failed to specify which element of 112.18 has not been met.

Defense:

Attorney's fees and costs are not due and owing.

Claimant's Response:

Estoppel, waiver, EC began paying benefits prior to invoking the 120-day investigation. "A condition or injury may be deemed compensable if the workers' compensation carrier begins payment for that condition

or injury and fails to investigate within the 120 days, or fails to deny compensability within that time period." *TECO Energy, Inc. v. Williams*, 234 So. 3d 816 (Fla. 1st DCA 2017). "In order to invoke the benefits of the pay and investigate rule, an employer or its carrier must give notice it is relying on the pay and investigate provision at or before 'commencement of payment.'"). Thus, to show that their provision of benefits was not a wholesale acceptance of compensability, the E/C have the burden to prove that they gave the injured worker written notice in accordance with statute." *Churchill v. DBI Services, LLC,* 361 So. 3d 896, 903 (Fla. 1st DCA 2023). Alternatively, E/C invoked the 120-day investigation and is required to pay all benefits as if the claim was accepted. "The carrier shall initiate payment and continue the provision of all benefits and compensation as if the claim had been accepted as compensable, without prejudice and without admitting liability." F.S. 440.20(4).

Defense:

The first provision of benefits was 3/3/25 and thus no treatment received before that will be paid.

Claimant's Response:

Estoppel, waiver, EC began paying benefits prior to invoking the 120-day investigation. "A condition or injury may be deemed compensable if the workers' compensation carrier begins payment for that condition or injury and fails to investigate within the 120 days, or fails to deny

compensability within that time period." TECO Energy, Inc. v. Williams, 234 So. 3d 816 (Fla. 1st DCA 2017). "In order to invoke the benefits of the pay and investigate rule, an employer or its carrier must give notice it is relying on the pay and investigate provision at or before 'commencement of payment.'"). Thus, to show that their provision of benefits was not a wholesale acceptance of compensability, the E/C have the burden to prove that they gave the injured worker written notice in accordance with statute." Churchill v. DBI Services, LLC, 361 So. 3d 896, 903 (Fla. 1st DCA 2023). Vague, lack of specificity, EC has failed to specify which element of 112.18 has not been met.

APPENDIX "B"

STIPULATION OF THE PARTIES

The following stipulations have been reached between the parties:

1. The date of accident is February 16, 2025;
2. Venue properly lies in Orange County, Florida;
3. A mediation conference was held on April 16, 2026;
4. There was an employer/employee relationship at the time of the accident;
5. Workers' compensation insurance coverage was in effect on the date of accident;
6. Timely notice of the accident was given;
7. Timely notice of pretrial and final hearing was given;
8. The case is not governed by a managed care arrangement;
9. The judge has jurisdiction of the parties and the subject matter;
10. The claimant reached MMI on March 27, 2025;
11. If benefits under F.S.440.13 (medicals) are determined to be due or stipulated due herein, the parties agree that the exact amounts payable to health providers will be handled administratively and any medical bills need not be placed into evidence at trial; and
12. Medical treatment authorized: Dr. Amish Parikh.

APPENDIX "C"

EVIDENTIARY EXHIBITS

The following documents were admitted into evidence at the current hearing:

JUDGE'S EXHIBITS:

1. Uniform Statewide Pretrial Stipulation (DN 10);
2. Order Approving Uniform Statewide Pretrial Stipulation (DN 11);
3. Petition for Benefits (DN 1, 2);
4. Response to Petition for Benefits (DN 5);
5. Mediation Conference Report (DN 9);
6. Motion to Admit Medical Records (DN 19);
7. Order Admitting Medical Records in Evidence with exhibits (DN 20, 21).

JOINT EXHIBITS:

1. Deposition Transcript of Garrett Patterson (Adjuster) with exhibits (DN 35, 36);
2. Deposition Transcript of Claimant, Paul Anderson, Taken 4-9-26 (DN 24);

CLAIMANT'S EXHIBITS:

1. Trial Memorandum (DN 37);
2. Deposition Transcript of Dr. Borzak with exhibits (DN 26, 27, 28, 29, 30, 31, 32);
3. Claimant's Pre-Employment Physical (DN 33); and
4. Oviedo Hospital Medical Bill (DN 34).

EMPLOYER/CARRIER'S EXHIBITS:

1. Trial Memorandum (DN 38);
2. Table of Authority for 6-18-26 Final Hearing (DN 39); and
3. Deposition Transcript W Exhibits of Amish Parikh, M.D. Taken 6-11-2026 (DN 25).