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

Jason Post,
Employee/Claimant,

vs.

Osceola County Board of County Commissioners/Preferred Governmental Claims Solutions/PGCS,
Employer/Carrier/
Servicing Agent.
_____/

OJCC Case No. 25-025180NPP

Accident date: 09/03/2025

Judge: Neal P. Pitts

AMENDED FINAL COMPENSATION ORDER

A merits hearing was held and concluded on May 12, 2026 to resolve the claims and defenses arising from the October 16, 2026 Petition for Benefits which was mediated on February 17, 2026. The claimant attended and testified.

The substantive claims for determination were:

1. Payment of Temporary Total Disability Benefits starting from 9/2/25 – 9/8/25 and 9/19/25 to present and continuing at the correct rate;
2. Payment of Temporary Partial Disability Benefits starting from 9/2/25 – 9/8/25 and 9/19/25 to present and continuing at the correct rate;
3. Authorization of medical care and treatment with a cardiologist or appropriate physician to treat claimant's disabling arterial and cardiovascular hypertension and/or heart disease;
4. Compensability of disabling arterial and cardiovascular hypertension and/or heart disease pursuant to Section 112.18(1), Florida Statutes;

5. Penalties and Interests pursuant to Section 440.20 (6)- (8), Florida Statutes, or as otherwise provided by law; and
6. 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.

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

1. Temporary Total Disability Benefits are not due or owing as entire claim denied;
1. Temporary Partial Disability Benefits are not due or owing as entire claim denied;
2. Request for medical treatment not due or owing as entire claim denied;
3. Claimant does not meet the requirements for the presumption under Florida Statutes Section 112.18 and/or presumption rebutted; and
4. Attorney's fees and costs are not due or owing to the expense of the Employer/SA.

SUMMARY EVIDENCE:

The claimant is a 53-year-old firefighter/paramedic who began working for the Osceola County Board of County Commissioners on July 1, 2002 after successfully passing a pre-employment physical examination which revealed no hypertension, heart disease, or any cardiovascular abnormality. No diagnosed cardiac conditions developed during his service until he diagnosed with hypertension several years ago at his annual checkup. He was placed on lisinopril which controlled the hypertension.

The annual cardiovascular screening in June 2025 revealed normal cardiac function, an ejection fraction greater than 50%, and no evidence of coronary artery disease or structural abnormalities.[1] These results were consistent with the claimant's healthy lifestyle of no smoking and limited alcohol and coffee intake. They were also consistent with his history of working out three to five days per week. Until September 1, 2025, he was a very muscular and healthy firefighter in good shape.[2]

While on duty on September 1, 2025 he began the shift by checking on the trucks and the equipment. While doing this routine duty, he suddenly began experiencing shortness of breath and extreme fatigue, and therefore, stopped working and laid down. He reported this incident to his battalion chief but continued working the shift. After a sleepless night, he sought an evaluation at the county's clinic where its medical staff directed him to the emergency department of Health First Holmes Regional Medical Center (Holmes) due to the findings on an EKG. At Holmes, a transthoracic ECHO (TTE) revealed an ejection fraction of 20 to 25% (a normal injection fraction is between 55 to 75%)[3] along with elevated blood pressure but no evidence of acute dynamic ischemic changes. He was told the injection fraction placed him in heart failure.

While at Holmes he was informed by HR that unless he submitted to a drug screen at a CentraCare, his condition was not going to be covered under workers' compensation. Therefore, he left the ER and traveled to the CentraCare

[1] *See* AdventHealth records, pages 38-41 (DN 42).
[2] *See* deposition of Dr. Parikh at page 7 (DN 50).
[3] *Id.* at page 12, line 3.

in Melbourne and presented for the drug test. Its physician, however, refused to administer the test once it was determined he was in heart failure (diagnosed as unspecified congestive heart failure class 3), so he was directed to AdventHealth Kissimmee Hospital Emergency Department (Kissimmee).[4]

The Kissimmee ER physician, who was very familiar with First Responders, immediately called in a cardiologist and a complete cardiac workup, including a coronary CT angiogram, was conducted. The repeat testing revealed an injection fraction of 15 to 20% but the CT angiogram revealed no significant blockages. Because of the negative CT combined with a calcium score of zero, coronary artery disease was ruled out and no heart catherization procedure was recommended. While the BNP lab test showed elevated numbers consistent with congestive heart failure, the normal troponins ruled out a heart attack.[5] Additional testing ruled out other cardiovascular conditions, such as arrythmias or a sustained elevated heart rate, being the cause of the symptoms. His heart rate was described by Dr. Parikh as being in sinus tachycardia, not superfast but mildly fast in a compensatory manner due to the weak heart.[6]

The ER diagnosis was acute decompensated reduced ejection fraction heart failure.[7] He was hospitalized for about a week and then discharged on this medication and provided with a pharmacy card. He was provided with a device called a "life vest." This is a defibrillator that will shock his heart back into

[4] *See* CentraCare medical records, pages 23-35 (DN 42).
[5] *Id*. at page 12, lines 21,22.
[6] Id at page 14, lines 1-7.
[7] *See* page 2 of the medical records composite at DN 45.

rhythm if it stops. The diagnosis on discharge was idiopathic cardiomyopathy, characterized as a weak heart of unknown origin.[8]

The claimant was evaluated under worker's compensation by Dr. Amish M. Parikh on September 9, 2025. According to his records, Dr. Parikh's diagnosis was chronic combined systolic (congestive) and diastolic (congestive) heart failure; Tachycardia, unspecified; hypertensive heart disease without heart failure; abnormal electrocardiogram; left bundle-branch block, unspecified; shortness of breath; and palpitations. The report noted the hypertension had been first diagnosed more than 5 years ago. The DWC-25 form listed Congestive Heart Failure as a work-related diagnosis and placed the claimant on no work status (DN 40).

On September 18, 2025, the employer filed a Notice Of Denial (DN 42), denying the entire claim was denied on grounds the claimant did not meet the requirements for the presumption under section 112.18 and not a covered condition. Thereafter, the claimant has continued to treat with Dr. Parikh under his private health insurance, with the last documented office visit occurring on

February 19, 2026 (DN 27). During the December 18, 2025 office visit, he underwent a 90-day workup. This showed an injection fraction of 40 to 45%, which is considered to be "mildly weakened." He no longer needs the life vest defibrillator. He remains on the medication.

[8] *Id.* at page 9, line 4.

Dr. Parikh testified by deposition on January 15, 2026 (DN 38). His ultimate diagnoses were dilated cardiomyopathy, combined systolic and diastolic heart failure, unspecified tachycardia now resolved, with shortness of breath and palpitations that have greatly improved.[9] He explained the claimant has two forms of heart failure; a weak heart failure and a stiff heart failure. Both are idiopathic and their combined presence accounts for the severity of his heart condition.

Dr. Parikh opined the claimant's heart disease is not caused by clogged coronary artery disease, high blood pressure, or valves. While the claimant has mild to moderate leakage in his values, this is not severe enough to cause a weak heart. He further opined there is no disease causing an electrical issue or arrythmias. Nor is the weakening of the heart muscle due to degradation of the vessels or the valves. Rather, the weakening of the heart results in less blood and fluid being pumped forward, causing congestion and a backward flow of the blood and fluid in the body, usually the lungs. The end result is heart failure.

On cross-examination, Dr. Parikh indicated from a medical terminology perspective, the claimant has "heart disease" that results in a condition or impairment of health. He defined heart disease medically as including all facets of the heart, blockages, valves, electrical system, the heart function, and the strength of the heart. Dr. Parikh further agreed this condition falls under the definition of "heart disease" as defined in the 23rd Edition of *Dorland's Medical*

[9] *Id*. at page 14, lines 11-16.

Dictionary ("any organic, mechanical or functional condition of the heart that causes trouble").[10] He further agreed that the congestive heart failure condition affects the structure of the heart itself and not a structure outside of the heart, and it impairs the heart's normal functioning. From a legal terminology perspective (as defined in *Harlem*), however, "[t]his is idiopathic and has nothing to do with any degradation of the vessels or the valves."[11]

Dr. Perloff testified by deposition on April 6, 2026 (DN 33) and opined the evidence on diagnostic testing demonstrated an enlarged heart with pulmonary vascular congestion. Its treatment required intravenous diuretics followed by the medication therapy with Entresto, carvedilol, and empagliflozin.[12] His diagnoses were hypertension and non-ischemic cardiomyopathy with congestive heart failure.[13]

He explained that cardiomyopathy is a combination of two words, cardio, meaning heart and, myopathy, meaning pathology of the "myo" which is the muscle.[14] Put together, it means the heart muscle has been harmed by something and it is not working correctly. He further explained the many causes of cardiomyopathy with the most common being ischemic etiology; meaning due to blockages of the arteries that feed the heart. Non-ischemic cardiomyopathy, however, includes a large number of potential causes that include viral, toxic [substances], alcoholic, hypertensive, or familial. The process of how the heart

[10] *Id.*at page 20, lines 16-21.
[11] *Id.* at page 19, lines 2-4.
[12] *See* deposition of Dr. Perloff at page 17, lines 17-23.
[13] *Id.* at page 10, lines 22-23. (DN 33).
[14] *Id.* at page 13, lines 12-17.

muscle becomes damaged depends on the cause of the cardiomyopathy: with viral cardiomyopathy the virus infects the heart and weakens the muscle; with toxic cardiomyopathy, involving cocaine or alcohol, the actual substance is toxic to the heart; with familial cardiomyopathy, the disarrayed bundles of muscle are not pumping normally; with infiltrative cardiomyopathy, like sarcoidosis or amyloidosis, the proteins actually are deposited between the muscle cells that prevent them from working normally; with hypertensive cardiomyopathy.

Congestive heart failure is the process caused by a weakened heart and its inability to pump the blood normally through the body. Because the blood does not transfer from the pulmonary circulation over to the system circulation it causes fluid to exude into the lung space, resulting in pulmonary edema or congestive heart failure. A symptom of this condition is shortness of breath, which is what was experienced by the claimant. Dr. Perloff opined the claimant's hypertension has caused the heart to weaken because it is trying to pump against very, very high pressure and in doing so actually causes the destruction of heart muscle.

Because there are so many causes, its diagnosis usually is made clinically by association with resolution of symptoms. In this case, the claimant's clinical symptoms could not be associated with the other known causes of cardiomyopathy, including hypertensive non-ischemic cardiomyopathy. While Dr. Perloff agreed there is an underlying cause of the claimant's non-ischemic cardiomyopathy with congestive heart failure, he was unable to identify such cause.

Dr. Perloff did agree, however, the claimant's damaged heart condition was not caused by a progressive degradation of the heart muscle through blockage of coronary arteries because the claimant does not have coronary artery disease. He agreed the life vest provided to the claimant was designed to address electrical related heart conditions (arrhythmias) and not to address structural problems such as blocked arteries. In claimant's case, however, the life vest was given to him prophylactically, not to prevent an arrhythmia, but if he were to suffer one, it would shock him out of it.

Dr. Perloff opined that non-ischemic cardiomyopathy with congestive heart failure is an abnormality of the heart muscle, is a structural abnormality of the heart, is both organic (because it is intrinsic to the heart itself) and functional (because it reduces the cardiac function) and impairs the heart's normal functioning), is considered to be heart disease by the medical community in the 1950s and 1960s, falls within the medical definition of heart disease, falls within the definition of a disease that puts pressure on the heart muscle that can reduce its functioning thereby increasing the risk of congestive heart failure, falls within the definition of heart disease contained in the *Dorland's Medical Dictionary* 23rd Edition from 1957, defined as "any organic, mechanical or functional condition of the heart that causes trouble," and constitutes an impairment of health caused by the heart disease.

Dr. Perloff further opined on September 1, 2025 the claimant was diagnosed with non-ischemic cardiomyopathy with congestive heart failure; a form of heart disease. That he suffered from an impairment of health caused by

such heart disease. That when the symptoms started he was unable to perform his job duties as a firefighter. That his inability to work was due to non-ischemic cardiomyopathy with congestive heart failure. Finally, he was disabled on such date due to heart disease.

That on September 3, 2025 when the claimant presented to the hospital, he suffered from an impairment of health caused by heart disease. On that date, he was unable to perform his job duties as a firefighter because of non-ischemic cardiomyopathy with congestive heart failure. Finally, on that date he was disabled due to heart disease.

That on September 3, 2025 when the claimant presented to the hospital, he suffered from an impairment of health caused by his hypertension and while he was undoing treatment for this condition he was restricted from working as a firefighter due to his hypertension based on the NFPA guidelines.[15] On that date, he was disabled due to his hypertension. Related solely to the hypertension condition, Dr. Perloff placed the claimant on TPD status (restricted from working as a firefighter) from September 3, 2025 through December 18, 2025, when he placed the claimant at MMI with a 30% permanent impairment based on the echocardiogram which revealed moderate concentric left ventricular hypertrophy.[16]

ANALYSIS OF STATUTORY AND CASE LAW:

Section 112.18(1) creates a rebuttable presumption of compensability for

[15] *Id*. at page 26, lines 23-25.
[16] See Dr. Perloff's IME report, page 44 DN 42.

heart disease suffered by firefighters who satisfy the statute's prerequisites. Section 112.18(1)(a) 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.

Establishment of the presumption relieves a claimant from the need to 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. 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).

When a statutorily covered employee has a non-compensable heart condition, if a work-related cause triggers the ultimately diagnosed condition, or if there is an unknown cause triggering the condition, the occupational presumption applies. *City of Jacksonville v. O'Neil,* 297 So3d 630 (Fla. 1st DCA 2020); *Mitchell v. Miami Dade Cnty*, 186 So.3d 65 (Fla. 1st DCA 2016); *Gonzalez*

v. St. Lucie Cnty Fire Dist., 186 So.3d 1106 (Fla. 1st DCA 2016). Much like a pre-existing condition, a non-compensable congenital condition can be aggravated. *See City of Temple Terrace v. Bailey*, 481 So.2d 49, 51 (Fla. 1st DCA 1985). The "trigger theory" of compensability requires three things: "an underlying condition, a so-called 'trigger,' and resulting heart disease." *O'Neal I*, 240 So. 3d at 862. The trigger theory analysis is two-tiered and requires the E/C to overcome the section 112.18(1)(a)'s presumption for both the underlying condition (the first tier) and, if applicable, the condition's triggering event (the second tier). *See Ratliff*, 217 So. 3d at 191–92; *O'Neal I*, 240 So. 3d at 862 (questioning whether the trigger theory was appropriately applied).

Section 112.18, Fla. Stat. requires a claimant to suffer a total or partial disability due to the covered condition. Section 440.151(3) instructs that "disablement" means disability as described in Section 440.02(13). This section provides, "Disability" means incapacity because of the injury to earn in the same or any other employment the wages which the employee was receiving at the time of the injury." The determination of disability depends not upon the employer's decision to pay the injured person's salary while he or she was incapacitated or whether the employee actually experienced wage-loss, but on the person's capacity to earn income. *Bevins v. City of Lakeland*, 933 So.2d 1100, 1103 (Fla. 1st DCA 2008); *Carney v. Sarasota Cnty. Sheriff's Off. v. Shacklett*, 26 So.3d 683, 684 (Fla. 1st DCA 2009).

Disablement may be satisfied by proof of actual wage loss, but it is not the sole determining factor. Recognizing that most first responders receive full wages

during periods of missed work, disablement may also be proven by evidence that because of the injury, the claimant has experienced incapacity to earn in the same or any other employment the wages which the claimant was receiving at the time of injury. The period of incapacity must result from treatment for a qualifying condition and not testing for purely diagnostic purposes. Work restrictions must be imposed because of the injury and such restriction(s) themselves must create the incapacity to earn. A period of off-work status or restricted duty resulting from a medical procedure may satisfy disability if such procedure constitutes, even in part, treatment for a previously diagnosed qualifying condition, even if portions of the procedure are diagnostic in nature. *Friesen v. State of Florida Highway Patrol*, 364 So.3d 1051 (Fla. 1st DCA 2023).

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.
1. The stipulations of the parties are accepted and adopted by me as findings of fact.
2. The evidence closed in this matter on May 12, 2026.

3. 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 basic principles of statutory construction.

4. The claimant seeks a determination of the compensability under section 112.18, Fla. Stat., the "Heart and Lung Bill" for hypertension and non-ischemic cardiomyopathy with congestive heart failure. 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).

5. 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 solely on the presumption to establish occupational causation.

6. The parties stipulated that the claimant as a full-time fire fighter is a member of a covered or protected class.

7. The parties also stipulated that the claimant had a clean preemployment physical upon entering into service as a full-time fire fighter which revealed no evidence of hypertension or heart disease.

8. The E/C disputes that non-ischemic cardiomyopathy with congestive heart failure 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. This dispute centers on whether the definition of heart disease articulated in *North Collier Fire Control and Rescue District vs. Harlem*, 371 So. 3d 368, 377 (Fla. 1st DCA 2023) (a thoracic aortic aneurysm did not constitute heart disease because it was not a part of the heart) controls. More specifically, whether compensable heart disease under section 112.18 is limited to conditions that put pressure on the heart muscle, reduces its function, and increases the risk of heart failure, such as clogged coronary arteries, high blood pressure, or degradation of the heart vessels or valves.

9. Both cardiologists agree the claimant's cardiac condition constitutes heart disease from a medical perspective and such condition meets the definition of heart disease in the *Dorland's Medical Dictionary* 23rd Edition from 1957, defined as "any organic, mechanical or functional condition of the heart that causes trouble." Dr. Perloff opined the

claimant's condition is considered as heart disease under *Harlem*. Dr. Parikh opined the claimant's condition is not considered to be heart disease under *Harlem* because he could find no **anatomical basis** for the heart failure.

I. Compensability of Heart Disease (Cardiomyopathy).

10. I accept Dr. Perloff's opinion one of the claimant's diagnosis on September 1, 2025 was non-ischemic cardiomyopathy with congestive heart failure.[17] Dr. Perloff's opinions in this regard are consistent with Dr. Parikh's opinion that the claimant's diagnosis is idiopathic cardiomyopathy, meaning a weak heart of unknown origin.[18]

11. I further accept Dr. Perloff's opinion that the cause of this condition is not known, but that potential causes associated with viral, toxic, hypertensive, familial, or infiltrative (sarcoidosis or amyloidosis) have been ruled out. I find this opinion is consistent with Dr. Parikh's opinions that the claimant did not experience a heart attack because the troponins were normal, there was no blockage demonstrated on the CT scan, there was no evidence for coronary artery disease, and no electrical causes or ventricular arrythmias were documented in the records.[19] Thus, there is no apparent cause(s) of this cardiac condition.

[17] The claim for hypertension will be addressed in a later section.
[18] *See* deposition of Dr. Parikh at page 9, lines 2-4.
[19] *Id*. at pages 13 and 14.

12. I further accept Dr. Perloff's opinion this this unknown cardiac condition initiated a cascade of events leading to the weakening of the claimant's heart muscle, specifically the left ventricle, thereby affecting the transferring (circulation) of blood from the pulmonary circulation to the systemic circulation. The impairment of this circulation allowed blood and fluid to back up into the lungs and ultimately exuding into the lung space, the end result was pulmonary edema or congestive heart failure.[20] I find the objective evidence of the claimant's congestive heart failure is x-ray of his heart indicating an enlarged heart with pulmonary vascular congestion.

13. Based on Dr. Perloff's testimony, I find the claimant's congestive heart failure condition falls within the medical definition of heart disease, is an abnormality of the heart muscle, was considered to be heart disease by the medical community in the 1950s and 1960s, is both organic (because it is intrinsic to the heart itself) and functional (because it reduces the cardiac function) and impairs the heart's normal functioning, is a structural abnormality of the heart, and falls within the definition of a disease that puts pressure on the heart muscle that can reduce its functioning, thereby increasing the risk of congestive heart failure, and constitutes an impairment of health caused by the heart disease. In the alternative, I find based on Dr. Perloff's opinion

[20] *See* deposition of Dr. Perloff at page 14, lines 14-24.

that the claimant's condition meets the definition of heart disease as defined in *Harlem* because the claimant's condition results in the degradation of the heart muscle itself that has led to heart failure.[21]

14. 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."

15. Prior to *Harlem*, a number of appellate decisions had ruled certain heart conditions to be compensable as heart disease under section 112.18. None of these decisions was distinguished or overruled in *Harlem*. Examples include *Camey v. Sarasota County Sheriff's Office*, 26 So. 3d 683 (Fla. 1st DCA 2009) (statutory presumption of

[21] *See* deposition transcript of Dr. Perloff at page 20, lines 4-15.

compensability applied because a firefighter's atrial fibrillation or elevated irregular heartbeat condition resulted in disability; *Martz vs. Volusia County Fire Services*, 30 So. 3d635 (Fla. 1st DCA 2010) (claimant was temporarily disabled due to his atrial fibrillation or irregular heart rate condition): *Rodriguez vs. Tallahassee Fire Dep't.* 240 So. 3d 788 (Fla. 1st DCA 2018)(arrhythmias treated as compensable heart disease); *City of Jacksonville vs. O'Neal*, 297 So. 3d 630 (Fla. 1st DCA 2020) (remained to determine whether the claimant's atrial tachycardia and atrial fibrillation were triggered by a non-occupational cause so as to overcome the statutory presumption); *Fuller vs. Okaloosa Correctional Institution*, 22 So. 3d 803 (Fla. 1st DCA 2009)(claimant's tachycardia held to be heart disease); and *Mitchell vs. Miami Dade County,* 186 So.3d 65 (1st DCA 2016) (remanded for a determination of whether the claimant's SVT condition was triggered by a non-occupational cause).

16. Additionally, *Harlem* did not expressly overrule prior decisions involving cardiomyopathy and the appellate decisions which considered such condition to be heart disease under section 112.18. These include *Walters v. State of Florida Dept. of Corrections*, 100 So.3d 1173 (Fla. 1st DCA 2012) (myopericarditis and cardiomyopathy considered to be heart disease); *Orange Cnty v. Wilder*, 107 So.3d 480 (Fla. 1st DCA 2013) (viral cardiomyopathy constituted heart disease under section 112.18 and state had failure to meet its burden to rebut

the presumption by showing a non-occupational cause); *Smith v. City of Daytona Beach Police Dept.*, 143 So.3d 436 (Fla. 1st DCA 2014) (dilated cardiomyopathy, a disease of the heart muscle affecting its main pumping chamber, was considered to be heart disease under a prior date of accident); *Scherer v. Volusia Cnty Dept. of Corrections*, 171 So.3d 135 (Fla. 1st DCA 2015) (cardiomyopathy considered to be heart disease under the presumption for the 2009 date of accident).

17. Based on the above, I find that the claimant's cardiac condition of non-ischemic cardiomyopathy with congestive heart failure constitutes heart disease under section 112.18, and therefore, is a covered condition. Based on Dr. Perloff's opinions, I find that the claimant suffered from an impairment of health caused by heart disease on September 1, 2025. That when the symptoms started on this date the claimant was unable to perform his job duties as a firefighter, and his inability to work was due to his condition of non-ischemic cardiomyopathy with congestive heart failure. Because the E/C has stipulated that the claimant was a covered full-time firefighter (DN 28) who had successfully passed a pre-employment physical which revealed no heart disease or hypertension (DN 25), I find the claimant is entitled to rely upon the statutory presumption of occupational causation under section 112.18(1). Therefore, the burden then shifts to the E/C to rebut the presumption.

18. I find the E/C did not rebut the presumption of occupational causation by showing some other specific hazard or non-occupational event or exposure was the cause of the disease. Unlike *Orange Cnty & Alternative Serv. Concepts v. Wilder*, 107 So.3d 480 (Fla. 1st DCA 2013) and *Seminole Cnty v. Braden*, 378 So.3d 637 (Fla. 1st DCA 2023), no specific cause for the claimant's non-ischemic cardiomyopathy with congestive heart failure has been established on this record. While both cardiologists agree there is an underlying cause of this condition, they also agree the symptoms and test results relating to this diagnosis are not consistent with any the usual known non-ischemic causes.

19. Nor has any underlying preexisting condition been identified which was "triggered," resulting in the cardiac condition. Rather, this case presents a unique presentation where an [unknown] cause suddenly and rapidly reduced a healthy and fit firefighter to heart failure and but for the happenstance of the availability of a new medication targeting this condition, the outcome may have been different.

20. I conclude the application of the presumption under these facts is consistent with the social policy of the state which recognizes that firemen are subjected during their career to the hazards of smoke, heat, and nauseous fumes from all kinds of toxic chemicals as well as extreme anxiety derived from the necessity of being constantly faced with the possibility of extreme danger and this exposure could cause a fireman to become the victim of tuberculosis, hypertension, or heart

disease. I further conclude that this presumption would be meaningless if the only evidence necessary to overcome this presumption is evidence that there has been no specific occupationally related event that caused the disease. *See Caldwell v. Division of Retirement, Florida Department of Administration*, 372 So.2d 438, 441 (Fla. 1979).

21. Based on the opinions of Dr. Perloff and Dr. Parikh, I find the claimant to be entitled to an award of temporary total disability (TTD) benefits from September 1, 2025 through January 18, 2026 based on his heart disease. Based on the opinion of Dr. Perloff, I find the claimant is entitled to an award of temporary partial disability benefits (TPD) from January 19, 2026 through May 12, 2026 due to his heart disease.[22]

22. The claimant's claim for authorization of medical care and treatment with a cardiologist or appropriate physician to treat claimant's disabling heart disease is granted. Dr. Perloff testified the claimant will need to continue to see a cardiologist for his heart disease, and I accept this opinion. I find this claim to be reasonable, medically necessary, and causally related to the claimant's compensable heart disease condition.

II. Compensability of Hypertension.

[22] Under the case law, although a JCC can award statutory disability benefits, the JCC lacks subject matter jurisdiction to reinstate a claimant's personal leave benefits. Medina vs. Miami Dade County, 300 So. 3d 255 (Fla. 1st DCA 2020).

23. I find that the claimant was diagnosed with hypertension by the county physician approximately two and a half years prior to September 5, 2025. I further find this condition was well controlled with prescription Lisinopril.

24. I find Dr. Perloff's opinions regarding the compensability of the claimant's alleged condition of primary cardiovascular hypertension are unrebutted. I find that Dr. Parikh did not offer specific testimony or opinions contrary to those of Dr. Perloff relating to the claim for compensability of hypertension.

25. I accept Dr. Perloff's opinion and so find that on September 3, 2025 when the claimant presented to the hospital, he suffered from an impairment of health caused by primary cardiovascular hypertension. I further accept Dr. Perloff's opinion that while the claimant was being treated for this condition on this date while at the hospital, he was restricted from working as a firefighter, and this work restriction was due to his hypertension based on the NFPA guidelines.[23] I further accept Dr. Perloff's opinion and so find that as of September 3, 2025, the claimant was disabled due to hypertension.

26. Based on the above, I find that the claimant's condition of primary cardiovascular hypertension is a covered condition under section 112.18(1). Based on Dr. Perloff's opinions, I find that the claimant

[23] *Id*. at page 26, lines 23-25.

suffered from an impairment of health caused by hypertension on September 3, 2025. That when the symptoms started on this date the claimant was unable to perform his job duties as a firefighter, his inability to work was due to his condition of primary cardiovascular hypertension, and he was disabled as of that date. Because the E/C has stipulated that the claimant was a covered full-time firefighter (DN 28) who had successfully passed a pre-employment physical which revealed no heart disease or hypertension (DN 25), I find the claimant is entitled to rely upon the statutory presumption of occupational causation under section 112.18(1). Therefore, the burden then shifts to the E/C to rebut the presumption.

27. I find the E/C did not rebut the presumption of occupational causation by showing some other specific hazard or non-occupational event or exposure was the cause of the disease. Nor has any underlying preexisting condition been identified which was "triggered," resulting in the condition of primary cardiovascular hypertension. I find that Dr. Perloff's opinion testimony on cross-examination that "[i]t is **likely** that his physiologic derangement is what led to at least **partially** be what elevated his blood pressure"[24] does not mean that the essential hypertension was not disabling as he testified to on pages 40 and 41 of his deposition that the claimant had a disability related to his

[24] *See* deposition of Dr. Perloff, page 43, lines 13-16.

hypertension on September 1 and September 3. This opinion was further confirmed by Dr. Perloff on redirect examination on page 47.

28. Related solely to the hypertension condition, I accept Dr. Perloff's opinion and so find the claimant was restricted from working as a firefighter from September 3, 2025 through December 18, 2025. I further find that as it relates solely to the hypertension, the claimant was not restricted from all work, only from working as a firefighter. I accept Dr. Perloff's opinion and so find the claimant reached maximum medical improvement (MMI) on December 18, 2025.

29. While Dr. Perloff placed the claimant on TTD status from September 3, 2025 through December 18, 2025 based on the diagnosed primary cardiovascular hypertension, I deny this claim because of the claimant's trial testimony he was working during this period with a concurrent employer although on a more accommodated basis.

30. The claimant's claim for authorization of medical care and treatment with a cardiologist or appropriate physician to treat claimant's disabling primary cardiovascular hypertension is granted. Dr. Perloff testified the claimant will need to continue to see a cardiologist for this condition, and I accept this opinion. I find this claim to be reasonable, medically necessary, and causally related to the claimant's compensable primary cardiovascular hypertension.

WHEREFORE, it is

CONSIDERED, ORDERED AND ADJUDGED as follows:

1. The claim for a determination of the compensability of disabling heart disease pursuant to Section 112.18(1), Florida Statutes is **granted**;
2. The claim for a determination of the compensability of disabling primary cardiovascular hypertension pursuant to Section 112.18(1), Florida Statutes is **granted**;
3. The claim for temporary total disability benefits for September 3, 2025 through January 18, 2026 based on his heart disease is **denied** because of the claimant's trial testimony he was working during this period with a concurrent employer;
4. The claim for temporary partial disability benefits for January 19, 2026 through May 12, 2026 based on heart disease is **denied** because the parties stipulate these benefits are payable under the earlier date of accident in Case No. 25-025180. The claimant agrees he cannot receive two separate TPD benefits arising from the same heart disease and which were awarded in case no. 25-025175;
5. The claim for temporary partial disability benefits for September 3, 2025 through December 18, 2025 based on primary cardiovascular hypertension is **denied** because the claimant stipulates he cannot receive two payments of TPD benefits from two separate conditions claimed under the same date of accident;
6. The claim for temporary total disability benefits and for temporary partial disability benefits after December 18, 2025 based on primary cardiovascular hypertension is **denied**;

7. The claim for authorization of medical care and treatment with a cardiologist or appropriate physician to treat claimant's disabling heart disease is **granted**;

8. The claim for authorization of medical care and treatment with a cardiologist or appropriate physician to treat claimant's disabling primary cardiovascular hypertension is **granted**;

9. The claim for penalties and interest on the TPD benefits awarded herein is **denied** because these benefits are payable under the earlier date of accident filed in case no. 25-025175; and

10. Pay the claimant a reasonable attorney's fee and costs for securing the benefits being awarded. Jurisdiction is reserved to determine the amounts thereof if the parties are unable to amicably resolve this issue.

DONE AND SERVED this 2nd day of June, 2026, in Altamonte Springs, Seminole County, Florida.

Neal P. Pitts
Judge of Compensation Claims

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APPENDIX "A"

STIPULATION OF THE PARTIES

The following stipulations have been reached between the parties:

1. The date of accident is September 3, 2025;
2. Venue properly lies in Osceola, Florida;
3. A mediation conference was held on February 17, 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. 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;
11. Claimant meets the protected class as a full-time fire fighter pursuant to fs 112.18; and
12. Claimant meets the pre-employment physical element of fs 112.18, physical failed to reveal evidence of hypertension or heart disease upon entry into service.

APPENDIX "B"

EVIDENTIARY EXHIBITS

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

JUDGE'S EXHIBITS:

1. Uniform Statewide Pretrial Stipulation (DN 12);
2. Order Approving Uniform Statewide Pretrial Stipulation (DN 13);
3. Petition for Benefits (DN 1);
4. Response to Petition for Benefits (DN 4); and
5. Mediation Conference Report (DN 11).

JOINT EXHIBITS:

1. Deposition Transcript of Jason Post Taken 1-14-26 (DN 32);
2. Medical Records from Dr. Parikh (DN 21); and
3. Deposition Transcripts and Exhibits of Adjuster (DN 27).

CLAIMANT'S EXHIBITS:

1. Trial Memorandum (DN 31);
2. Deposition Transcripts and Exhibits for Dr. Perloff (parts 1-6) (DN 28, 38,

39, 40, 41, 42)

3. Claimant's Paystubs (DN 25);

4. Family Medical Leave Act (Fmla) Paperwork (DN 24);

5. Claimant's Job Duties (DN 23);

6. Claimant's Firefighter Certification (DN 22); and

7. Pre-Employment Physical (DN 19).

EMPLOYER/CARRIER'S EXHIBITS:

1. Trial Memorandum (DN 43);

2. Table of Cases/Authority (DN 44);

3. Medical Records of Dr. Parikh - Premier Cardiology (DN 37);

4. Notice of Denial filed 9-18-25 (DN 34); and

5. Deposition Transcript W Exh of Dr. Parikh Taken 1-15-26 (DN 33).