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

Richard Vandervoort,
Employee/Claimant,

vs.

Monroe County Fire Rescue/Relation Insurance Services of Florida,
Employer/Carrier/Servicing Agent.
_____/

OJCC Case No.: 24-004470JIJ[1]

Accident date: 10/17/2023

Judge: Jeffrey I. Jacobs

COMPENSATION ORDER

The undersigned Judge of Compensation Claims conducted a final hearing on August 29, 2024, utilizing Zoom, to adjudicate the petition for benefits filed on February 20, 2024.[2] Kristine Callagy, Esquire, represented Claimant and Brooke A. Shegda, Esquire, represented the Employer/Carrier (E/C).

Introduction

As amended at final hearing, Claimant, a firefighter, petitions for compensability of atrial flutter under section 112.18(1), Florida Statutes, authorization of a cardiologist, temporary total disability (TTD) benefits, interest, penalties, attorney's fees, and costs. The E/C denied compensability contending atrial flutter is not a condition or impairment caused by heart disease and Claimant did not suffer disability because of heart disease. In response to the claim for TTD benefits, the E/C alleged Claimant refused suitable employment and voluntarily limited his income. For the reasons provided below, the undersigned finds Claimant's atrial flutter compensable and grants the claim for authorization of a cardiologist, but denies the claims for TTD benefits, interest, and penalties.

Exhibits

The undersigned marked for identification or admitted in evidence the exhibits listed below.

[1] On March 6, 2024, the undersigned entered an Order that granted Claimant's unopposed motion to consolidate Claimant's accident dates of October 15, 2023, and October 17, 2023, under OJCC Case No. 24-004459JIJ. On May 14, 2024, Claimant voluntarily dismissed the single petition for benefits filed in OJCC Case No.: 24-004459JIJ. The undersigned therefore unconsolidated the cases.

[2] The undersigned reserves jurisdiction over the petition for benefits filed on July 25, 2024 (DN 21), because the parties have not yet mediated that petition. *See Parodi v. Fla. Contracting Co., Inc.*, 16 So. 3d 958, 961 (Fla. 1st DCA 2009).

Judge's Exhibits

1. Pretrial Stipulation, filed July 12, 2024 (DN 19); E/C's Amended Pretrial Stipulation, filed July 15, 2024 (DN 20); and E/C's Second Amended Pretrial Stipulation, filed July 30, 2024 (DN 26).

2. Claimant's Trial Memorandum, filed August 26, 2024 (DN 63) (marked for identification and considered only for argument).

3. E/C's Trial Memorandum, filed August 26, 2024 (DN 64, 65, 66) (marked for identification and considered only for argument).

4. Joint Stipulation of Facts, filed August 28, 2024 (DN 67).

Claimant's Exhibits

1. Deposition of Dr. Steven Borzak, Claimant's independent medical examiner, with the documents attached as exhibits, filed August 26, 2024 (DN 54, 55, 56, 57, 58).

2. Claimant's payroll records, filed August 26, 2024 (DN 60).

3. Claimant's preemployment physical examination report, filed August 26, 2024 (DN 61).

E/C's Exhibits

1. First Report of Injury or Illness, filed August 26, 2024 (DN 32).[3]

2. Response to Petition for Benefits, filed March 8, 2024 (DN 8).

3. Notice of Denial, filed August 26, 2024 (DN 34).

4. Records of the University of Miami Hospital of Claimant's Cardioversions/Ablations from 2010, filed August 26, 2024 (DN 36).

5. Record of the University of Miami Hospital of Claimant's work restrictions, filed August 26, 2024 (DN 37).

6. Deposition of Dr. David Perloff, the E/C's independent medical examiner, with the documents attached as exhibits, filed August 26, 2024 (DN 38, 39, 40, 41, 42, 43, 44, 45, 46, 47).

7. Deposition of Christina Rodriguez, the claim adjuster, with the documents attached as exhibits, filed August 26, 2024 (DN 48, 49, 50, 51, 52).

[3] Claimant did not object to the admission of the First Report of Injury or Illness. *See* § 440.185(5), Fla. Stat.

8. Deposition of Claimant, Richard Vandervoort, filed August 26, 2024 (DN 53).

Findings of Fact and Conclusions of Law

The undersigned has analyzed and weighed all the evidence presented, even without an explicit recitation of all the evidence in this Compensation Order, and has resolved all conflicts of fact in the evidence. The undersigned observed the candor and demeanor of Claimant, Richard Vandervoort, who appeared and testified via Zoom at final hearing. Based on the evidence and the applicable law, the undersigned makes the findings of fact and conclusions of law detailed below.

Claimant, a certified firefighter and paramedic, began employment with Monroe County Fire Rescue on October 11, 2006. He presently serves as a station captain.

In 2010, Claimant suffered atrial flutter for which he underwent a radiofrequency ablation. The parties stipulated that he claimed workers' compensation benefits for atrial flutter under an accident date of January 14, 2010, that the E/C denied.

In 2018, a routine physical examination found Claimant in atrial fibrillation. He came under the care of Dr. Raul Mitrani at the University of Miami Hospital who treated Claimant with cardioversion in May 2018. In July 2018, Dr. Mitrani performed a cryoballoon ablation to treat his atrial fibrillation and atrial flutter. He later returned to Dr. Mitrani with atrial flutter and had successful cardioversion. Claimant subsequently experienced recurrent symptoms of atrial fibrillation that Dr. Mitrani treated with a catheter ablation in December 2018. Claimant sought workers' compensation benefits for his atrial fibrillation and atrial flutter under an accident date of April 12, 2018. The E/C accepted compensability of that claim, but the statute of limitations subsequently expired.

On October 15, 2023, Claimant began to experience an elevated heart rate following his participation in relgious services and activities. He obtained diagnostic testing that revealed atrial flutter. Claimant contacted Dr. Mitrani who scheduled him to undergo an evaluation on October 17, 2023. Dr. Mitrani diagnosed atypical atrial flutter for which he performed a catheter ablation under general anesthesia. He discharged Claimant from the hospital the following day and placed him on anticoagulation medication for 4 weeks.

Christina Rodriguez, the claim adjuster, testified that Claimant reported the atrial flutter as work-related to the employer on October 18, 2023. The E/C denied compensability of the claim on November 1, 2023.

Claimant's independent medical examiner, Dr. Steven Borzak, a board-certified cardiologist, reviewed his pertinent medical records. Dr. Borzak agreed with the diagnosis of atypical atrial flutter. He classified atypical atrial flutter as an arrhythmia involving left atrial reentry. Dr. Borzak opined that Claimant's ablations in 2018 caused his October 2023 atrial flutter. He explained the ablation entailed the advancement of a catheter from the right atrium of the heart to the left atrium. The needle penetrates the wall that divides the left and right atriums to create scar tissue that electrically isolates the pulmonary veins to eliminate the trigger for atrial flutter.

Dr. Borzak testified that atypical atrial flutter is heart disease because it involves the electrical system of the heart, and the medical community considered it heart disease in the 1950s and 1960s. Atypical atrial flutter originates from the left atrium of the heart and prevents the heart rate from decreasing or increasing as needed. He opined Claimant suffered a condition or impairment of health because of his atypical atrial flutter that manifested as a rapid heart rate.

In Dr. Borzak's opinion, Claimant became disabled on October 17, 2023, because of heart disease and the ablation to treat his atrial flutter. He also concluded that Claimant reasonably remained on a no work status for about two weeks following the ablation.

Dr. Borzak concluded Claimant will require periodic appointments with a cardiologist because of his atypical atrial flutter.

On cross-examination, Dr. Borzak testified atrial flutter falls outside the categories of clogged coronary arteries, high blood pressure, or valve dysfunction, but does affect the electrical system of the heart muscle causing fatigue and rapid heart action. He also testified that an echocardiogram from October 2023 showed Claimant has left atrial enlargement, which constituted structural heart damage and degradation of the heart muscle.

The E/C's independent medical examiner, Dr. David Perloff, a board-certified cardiologist, examined Claimant on June 4, 2024, and reviewed his pertinent medical records. Dr. Perloff's physical examination of Claimant on June 4, 2024, found no abnormalities. He diagnosed Claimant as suffering atypical atrial flutter in October 2023.

On direct examination, Dr. Perloff testified atrial flutter does not fall under the categories of clogged coronary arteries, high blood pressure, or valve dysfunction. He added that atrial flutter has the capability of reducing heart function, but not through degradation of the valves or of the arteries. Dr. Perloff described atypical atrial flutter as a reentrant arrhythmia, a form of abnormal heart rhythm, in the left atrium of the heart.

On cross-examination, Dr. Perloff testified that atrial flutter is an electrical abnormality within the heart, is heart disease, and the medical community considered it heart disease before the 1950s and 1960s. He explained atypical atrial flutter originates from the left atrium, part of the heart structure, and reduces heart function. Dr. Perloff stated that Claimant's ablation caused destruction of heart tissue. He considered Claimant's atypical atrial flutter in October 2023 as a worsening of his heart condition from 2018. Dr. Perloff agreed the echocardiogram from October 2023 showed Claimant had left atrial enlargement but could not determine whether the enlargement caused the atrial flutter, or the atrial flutter caused the enlargement. He concluded Claimant suffered a condition or impairment of health from heart disease that manifested as his resting heart rate in the 140 range beats a minute.

Dr. Perloff determined Claimant's atypical atrial flutter caused disability on October 17, 2023. He would not have allowed Claimant to return to full duty work until he no longer needed anticoagulant medication.

In Dr. Perloff's opinion, Claimant will need care with a cardiologist if he has additional problems, but stated annual examinations are reasonable.

Compensability

The undersigned finds Claimant's atypical atrial flutter compensable under section 112.18(1), Florida Statutes. The dispute involves whether the statutory definition of heart disease includes atypical atrial flutter. The undersigned accepts the uncontroverted expert witness testimony and finds Claimant's atypical atrial flutter satisfies the statutory definition of heart disease.

Section 112.18(1) creates a rebuttable presumption of compensability for 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. *See 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. *See Punsky v. Clay Cnty. Sheriff's Off.*, 18 So. 3d 577, 584 (Fla. 1st DCA 2009).

Based on Claimant's testimony and the parties' stipulation, the undersigned finds that Monroe County Fire Rescue employed Claimant as a certified firefighter on October 17, 2023, the subject accident date.

Based on Dr. Borzak's and Dr. Perloff's testimony and the parties' stipulation, the undersigned finds that Claimant passed a preemployment physical examination upon entering into service as a certified firefighter with the employer that did not reveal evidence of heart disease.

Section 112.18 does not define "heart disease." The undersigned accepts the testimony of Dr. Borzak and Dr. Perloff and finds that atrial flutter meets the definition of heart disease. Both expert witnesses agreed that atrial flutter is heart disease because it involves the electrical system of the heart, and the medical community considered it heart disease in the 1950s and 1960s. The undisputed evidence proves atypical atrial flutter originates from the left atrium of the heart and

prevents the heart rate from decreasing or increasing as needed. Claimant's ablations to treat his compensable heart disease in 2018 caused destruction of heart tissue to create a scar that eliminates the trigger for atrial flutter. The undersigned accepts Dr. Borzak's unrefuted testimony and finds that Claimant's ablations in 2018 to treat his compensable heart condition caused the atypical atrial flutter he experienced in October 2023. Dr. Perloff's undisputed testimony establishes that Claimant's heart condition in October 2023 is a worsening of his compensable heart condition from 2018, which caused a new disability period. Based on the undisputed evidence, the undersigned concludes atypical atrial flutter satisfies the statutory definition of heart disease.

The E/C relies on *North Collier Fire Control & Rescue District v. Harlem*, 371 So. 3d 368 (Fla. 1st DCA 2023), *reh'g denied* (Sept. 26, 2023), *review denied,* SC2023-1486, 2023 WL 9016526 (Fla. Dec. 29, 2023), to argue atrial flutter does not meet the definition of heart disease. The court in *Harlem* concluded that a thoracic aortic aneurysm did not constitute heart disease under section 112.18(1) because it was not within the structure of the heart. The opinion distinguished, but did not overturn, *City of Venice v. Van Dyke*, 46 So. 3d 115 (Fla. 1st DCA 2010), that held aortic disease, which required open heart surgery, qualified as heart disease. Because the Legislature did not define heart disease, the court in *Van Dyke* relied on the definition of heart disease in *Dorland's Illustrated Medical Dictionary* (29th ed.). That medical dictionary defined heart disease as "any organic, mechanical, or functional abnormality of the heart, its structures, or the coronary arteries." *Van Dyke*, 46 So. 3d at 116. In *Harlem*, the court noted the written dictionary definition of heart disease, but stated, "According to the panel, the aorta appeared in the diagram labeled as showing heart structures, so it assumed-without further analysis-that that meant the aorta is a "structure of the heart" for the purpose of fitting it into the definition of 'heart disease.'" *Harlem*, 371 So. 3d at 371. The court disapproved of the reliance on the diagrams. *Id*. at 374.

The court in *Harlem* used various publications to determine the original meaning of the term heart disease when the Legislature enacted section 112.18 in 1965. The court defined heart disease as "processes that put pressure on the heart muscle and reduce its functioning, increasing the risk of heart failure-which is to say, clogged coronary arteries; high blood pressure; and valves." "Basically, it is the type of disease affecting and weakening the heart muscle through a degradation of the vessels or the valves, and which was prevalent as [a] major cause of death in the United States in the 1950s and 1960s." *Id*. at 377. Using this definition, the E/C contends Claimant's atypical atrial flutter does not satisfy the definition of heart disease because it does not involve clogged coronary arteries, high blood pressure, or valves.

Dr. Borzak and Dr. Perloff agreed that atypical atrial flutter does not involve clogged coronary arteries, high blood pressure, or valves. But they also agree that atrial flutter is heart disease and was known as heart disease in the 1950s and 1960s and before. Dr. Perloff referenced the definition of heart disease in *Dorland's Medical Dictionary* as support that atypical atrial flutter is heart disease. He used the identical definition of heart disease as the court in *Van Dyke*. Unlike the thoracic aortic aneurysm in *Harlem*, atypical atrial flutter originates from the left atrium of the heart and prevents the heart rate from decreasing or increasing as needed. Atrial flutter is an electrical abnormality within the heart and reduces heart function. For these reasons, the undersigned finds *Harlem* distinguishable from this case.

Atrial fibrillation, like atrial flutter, falls within the category of cardiac arrhythmias, which affect the electrical activity of the heart. The First District Court of Appeal has recognized atrial fibrillation and 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); *Fuller v. Okaloosa Corr. Inst.*, 22 So. 3d 803 (Fla. 1st DCA 2009) (right ventricle outflow tract tachycardia); *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). The *Harlem* decision does not discuss these cases or whether any form of cardiac arrhythmias satisfy the definition of heart disease.

Nevertheless, the undersigned finds Claimant's atypical atrial flutter qualifies as heart disease as defined in *Harlem*. The undisputed evidence proves atrial flutter affects the heart muscle, reduces heart function, and increases the risk of heart failure, which *Harlem* included in its definition of heart disease. Moreover, Claimant's ablations in 2018 destroyed tissue in his heart to create a scar. The ablations in 2018 to treat his compensable heart disease caused the atypical atrial flutter he experienced in October 2023. The undersigned also accepts Dr. Borzak's testimony that the echocardiogram from October 2023 showed Claimant had left atrial enlargement, which constituted structural heart damage and degradation of the heart muscle. The undersigned therefore concludes Claimant's atypical atrial flutter satisfies the definition of heart disease in *Harlem*.

The undersigned accepts Dr. Borzak's and Dr. Perloff's opinions and finds that Claimant suffered a condition or impairment of health as a result of his atypical atrial flutter. They explained Claimant's condition or impairment of health manifested itself as an increased resting heart rate.

The undersigned accepts Dr. Borzak's and Dr. Perloff's opinions and finds that Claimant's atypical atrial flutter resulted in temporary disability. On October 17, 2023, Claimant had an ablation under general anesthesia to treat his atypical atrial flutter and caused his incapacity to work for at least a week. *See* § 440.02(13), Fla. Stat. (The term "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."); *see also Friesen v. Highway Patrol/Div. of Risk Mgmt.*, 364 So. 3d 1051 (Fla. 1st DCA 2023) (The period of incapacity must result from treatment for a qualifying condition, not just testing for purely diagnostic purposes.). The undersigned finds Claimant satisfied the disability requirement for entitlement to the presumption of compensability under section 112.18(1).

The undersigned concludes Claimant satisfied the prerequisites of section 112.18(1) to create a rebuttable presumption of compensability of his heart disease. Thus, the burden shifts to the E/C to rebut the presumption either by competent evidence or clear and convincing evidence depending on the evidence Claimant presented. Claimant contends that the E/C must present clear and convincing evidence to rebut the presumption because he presented competent evidence of occupational causation in addition to the presumption.

The undersigned accepts Dr. Borzak's unrefuted testimony and finds that Claimant's ablations to treat his 2018 compensable heart disease caused the atypical atrial flutter he experienced in October 2023. Dr. Perloff's undisputed testimony establishes that Claimant's heart condition in October 2023 is a worsening of his heart condition from 2018. The undersigned

concludes Claimant presented competent evidence of occupational causation that mandates the E/C must present clear and convincing evidence to rebut the presumption of compensability of Claimant's atrial flutter.

The undersigned rejects the E/C's argument that Claimant's atrial flutter resulted from a non-occupational cause because the statute of limitations expired for his 2018 compensable heart disease claim. The E/C relies on *Smith v. City of Daytona Beach Police Department*, 143 So. 3d 436 (Fla. 1st DCA 2014), to support its argument. In *Smith*, the court affirmed the decision of a judge of compensation claims that applied the doctrines of res judicata and collateral estoppel to bar a law enforcement officer's claim for benefits based on a new period of disability arising out of treatment of a cardiac condition previously adjudicated as non-compensable. Smith, a police officer, received a heart transplant and implantation of a pacemaker in 2007. He filed a claim in 2010. The judge denied compensability because the statute of limitations expired and the employer successfully rebutted the statutory presumption of compensability. *Smith*, 143 So. 3d at 437. In 2012, Smith suffered another period of disability related to his heart disease when he required hospitalization to replace a lead on the pacemaker implanted in 2007. He argued res judicata and collateral estoppel did not bar the claim because each new date of disability for an occupational disease is a new date of accident. *Id*.

A claim for heart disease under section 112.18(1) is an occupational disease claim. *See Sledge*, 497 So. 2d at 1233. The date of disablement is the date of accident for occupational disease claims. *See* § 440.151(1)(a), Fla. Stat. (providing that "the disablement or death of an employee resulting from an occupational disease as hereinafter defined shall be treated as the happening of an injury by accident"); *see also Am. Beryllium Co. v. Stringer*, 392 So. 2d 1294, 1296 (Fla. 1980) ("In occupational disease cases, therefore, it is the disability and not the disease which determines the compensability of a claim.").

The court in *Smith* stated, "Although it is correct to focus on the date of disability in determining whether a new accident occurred, that determination alone does not control the result. A new date of accident is found only when the underlying occupational disease is compensable and the disease progression results in a subsequent period of disability." *Smith*, 143 So. 3d at 438 (internal citations omitted). The court concluded that because the 2007 injury "was determined to be non-compensable based on grounds of statute of limitations and a lack of occupational causation, the argument that the 2012 hospitalization represents a new, compensable date of accident is without merit." *Id*.

The undersigned finds *Smith* factually and legally distinct from this case. Here the parties stipulated the statute of limitations expired for Claimant's compensable April 12, 2018, claim, which bars Claimant from filing a petition for benefits for that claim. *See* § 440.19(1), Fla. Stat. The expiration of the limitations period does not alter the E/C's acceptance of Claimant's heart disease diagnosed in 2018 as compensable. "'Compensable' means a determination by a carrier or judge of compensation claims that a condition suffered by an employee results from an injury arising out of and in the course of employment." The E/C accepted compensability of Claimant's 2018 heart disease claim, unlike *Smith*, where a judge denied compensability of the cardiac condition because the statute of limitation expired and the employer rebutted the presumption of compensability. Moreover, unlike *Smith*, the E/C did not raise res judicata and collateral estoppel

as defenses. The undersigned concludes Claimant proved he suffered a new accident because of the ablations to treat his 2018 compensable heart disease caused the atypical atrial flutter, which resulted in a new period of disability that began on October 17, 2023.

The undersigned concludes the E/C failed to rebut the presumption with competent evidence or clear and convincing evidence and that Claimant proved compensability of his atypical atrial flutter.[4]

Cardiologist

The undersigned grants the claim for authorization of a cardiologist. The undersigned accepts Dr. Borzak's opinion that Claimant will require periodic appointments with a cardiologist because of his atypical atrial flutter, which Dr. Perloff found reasonable.

TTD Benefits

The undersigned denies the claim for TTD benefits from October 17 to November 1, 2023. TTD benefits compensate an injured worker for "disability total in character but temporary in quality." § 440.15(2)(a), Fla. Stat. An award of TTD benefits requires medical evidence of an inability to work. *See Scotty's v. Boles*, 680 So. 2d 524, 526 (Fla. 1st DCA 1996). The statute does not allow compensation for the first 7 days of disability, unless the injury results in more than 21 days of disability. *See* § 440.12(1), Fla. Stat.; *see also Sinclair v. ManorCare Health Servs. - Dunedin*, 224 So. 3d 331, 333 (Fla. 1st DCA 2017) (The 7-day exemption applies to the first days of the disability period rather than the first days after the date of accident.). The medical evidence here shows Claimant's total disability period lasted 7 days.

The medical evidence establishes Claimant remained on a no work status from October 17 through 25, 2023. In a note dated October 19, 2023, Dr. Mitrani stated that Claimant could "return to light/moderate duty with light/moderate physical activity on Oct. 25 and full participation with no restrictions on Nov. 1[,] 2023."[5] Claimant testified that Dr. Mitrani instructed him not to work for 5 to 7 days. He returned to work performing his normal job duties on November 7, 2023. Claimant acknowledged he could have returned to light duty work earlier, but decided to use his sick leave benefits. The independent medical examiners did not provide evidence of total disability beyond October 25, 2023. Dr. Borzak testified he would not have placed Claimant on a no work status for two weeks following his ablation. Dr. Perloff testified he would not have allowed Claimant to return to full duty work as a firefighter until he no longer needed anticoagulant medication. The independent medical examiners did not testify Claimant could not work until November 1, 2023. The undersigned concludes Claimant failed to prove entitlement to TTD benefits from October 17 to November 1, 2023.

The undersigned denies the claims for interest and penalties based on the denial of the claim for TTD benefits.

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[4] For this reason, the undersigned need not address Claimant's argument that the E/C waived its right to deny compensability here by accepting compensability of the 2018 claim.

[5] Claimant did not object to the admission of Dr. Mitrani's opinion. *See* § 440.13, Fla. Stat.

Wherefore, it is ORDERED and ADJUDGED as follows:

1. The claim for compensability of Claimant's atypical atrial flutter is granted.

2. The Employer/Carrier shall authorize a cardiologist to treat Claimant's atypical atrial flutter.

3. The claims for temporary total disability benefits from October 17 through November 1, 2023, interest, and penalties are denied.

4. The undersigned reserves jurisdiction over the claims for attorney's fees and costs from the Employer/Carrier.

DONE and SERVED this 24th day of September 2024, in Miami, Dade County, Florida.

Jeffrey I. Jacobs
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