

BEFORE THE ARKANSAS WORKERS' COMPENSATION COMMISSION

CLAIM NO. G306150

TERRY DAVIS

CLAIMANT

COMPLETE TOWING
UNINSURED

RESPONDENT

OPINION FILED FEBRUARY 3, 2014

Hearing before ADMINISTRATIVE LAW JUDGE ERIC PAUL WELLS in Springdale, Washington County, Arkansas.

Claimant represented by JASON HATFIELD, Attorney, Fayetteville, Arkansas.

Respondents represented by DAVID HOGUE, Attorney, Fayetteville, Arkansas.

STATEMENT OF THE CASE

On November 5, 2013, the above captioned claim came on for a hearing at Springdale, Arkansas. A pre-hearing conference was conducted on September 4, 2013, and a pre-hearing order was filed on September 4, 2013. A copy of the pre-hearing order has been marked Commission's Exhibit No. 1 and made a part of the record without objection.

At the pre-hearing conference the parties agreed to the following stipulations:

1. The Arkansas workers' Compensation Commission has jurisdiction of this claim.

2. On all relevant dates, the relationship of employee-employer-carrier existed between the parties.

By agreement of the parties the issues to litigate are limited to the following:

1. Whether the claimant's alleged left knee injury of February 3, 2013, is compensable.

2. Whether the claimant is entitled to related medical for his alleged injury.

3. Whether the claimant is entitled to temporary total disability benefits from July 3, 2013, to a date to be determined.

4. Whether the claimant's attorney is entitled to an attorney's fee.

Claimant's contentions are:

"Claimant sustained a compensable injury while working for Respondent on or about February 3, 2013. At that time, Claimant injured his left knee while in the course and scope of his employment with Respondent.

Claimant has a documented complex tear involving the body of the medial meniscus demonstrating both a radial and horizontal component, oblique tear involving the posterior horn of the medial meniscus with the tear extending to the tibial articular surface, focal grade IV chondromalacia involving the inferior aspect of the lateral patellar facet articular cartilage with underlying subchondral edema, grade II/III chondromalacia involving the weightbearing surface of the medial femoral condyle, focal area of grade IV chondromalacia involving the medial aspect of the medial tibial plateau, and small joint effusion. Respondents have failed to pay medical bills."

Respondents' contentions are:

"Claimant's injury did not occur while in the course and scope of his employment at Complete Towing, LLC."

The claimant, in this matter, is a forty-eight-year-old male who alleges to have suffered a compensable left knee injury on February 3, 2013. The respondent controverted the claimant's

alleged injury in its entirety including his employment for the respondent on February 3, 2013. However, there is no dispute that on the date of February 3, 2013, the claimant suffered a fall while cutting a tree at the home of Teresa Coleman Phillips, who was the owner of the respondent/employer, Complete Towing. At the hearing in this matter the claimant gave testimony regarding his February 3, 2013, fall and his activities prior to his fall as follows:

“Q On Sunday, February 3, 2013, where did you first report to work?

A At Complete Towing.

Q And what was usually the job on Sunday mornings?

A To release the vehicles that were towed at night.

Q Were there many impounded vehicles that morning?

A No, sir.

Q Did you speak with Teresa as soon as you got to the Complete Towing yard?

A Yes, sir, by phone.

Q Okay. And ultimately that morning, what did she ask you to do?

A Come out to the house. There was some storm damaged limbs she wanted cleaned up and trees cut.

Q Okay. And when you got to her home, who showed you what needed to be done?

A Stephen.

Q And what happened that day, Sunday, February 3, 2013, that resulted in injury to you?

A I got knocked off a ladder trimming a limb above the driveway that was storm damaged.

Q And how did you land?

A I landed with my feet and then hit my knee and then got flipped over a fence.

Q Okay. Which knee hit?

A My left knee.

Q And what did it hit?

A It hit the limb.

Q And this tree limb, where was it located?

A Above their driveway.

Q And whose ladder were you working on?

A Stephen's.

Q And who was holding the ladder?

A Stephen.

Q And who told you which limb to be cut?

A Stephen.

Q Did anyone tell you that that limb had to be cut before you could leave?

A Yes, sir.

Q Who?

A Stephen.

Q And after you fell -- and was it a pretty significant fall?

A Yes, sir. About 15-foot.

Q And what was hurting you at that very moment?

A I was hurting all over.

Q What did you think had happened?

A I just knew I was hurting all over. It felt like my legs and stuff were on fire. I was hurting, in a lot of pain.

Q Okay. What did Stephen do at that point?

A He'd come to check to see if -- asked me if I was going to be all right. And I was really hurting at that time and I told him to get me some water, so he went in the house and got me a bottle of water.

Q Okay. Did they make you finish the day or did they send you home early?

A They sent me home early, but I finished cutting the limb out of the driveway."

On cross examination, Ms. Phillips was asked about the claimant's fall at her home and gave the following testimony:

"Q Do you dispute that he was at your house on February 3, 2013, sawing limbs using your ladder?

A No.

Q That happened?

A That happened.

Q Correct?

A Uh-huh.

Q And Stephen was out holding the ladder for him?

A That is what -- yeah. I wasn't outside, so I think so, yes.

Q Have you talked to Stephen about this?

A Oh, yes. I didn't see it. Yes, that is what they told me happened, yes.

Q Stephen told you that is what happened, too?

A Uh-huh.

Q Is that a "yes"?

A Yes. I am sorry. Yes.

Q And Terry took a pretty good fall?

A Yes.

Q And you mentioned that he thought his rib was popping out or something like that?

A Yes. He had fallen on his side is what he told me.

Q Did he say he was hurting all over?

A He told me he was hurting. I don't remember the exact, but he didn't mention anything to me about his legs at that point, just hip and side. He asked me, yeah, to look at his rib and I did, to see if there was any cuts or whatever, and there was some reddening and bruising starting on his rib, on his ribs."

Ms. Phillips testified that "Stephen" is her husband. This administrative law judge questioned the respondent about Stephen's relationship with the respondent employer, Complete Towing. The Commission's questions were followed by cross examination of Ms. Phillips. Both of those lines of questions follow:

"THE COURT: Also, I would like to know does your husband have any other employment?

THE WITNESS: No.

THE COURT: Earlier, you said he didn't work for the towing company. Does that mean he works there on a regular basis, but he doesn't take a salary because he is an owner of the company or how does that work? I am trying to understand that.

THE WITNESS: Yes. He doesn't get paid. He will fill in if we have like a really busy day or if something needs to be done, but, no, he is not a -

THE COURT: So he doesn't work there regularly?
He fills in when someone else -

THE WITNESS: Yes, he fills in.

THE COURT: But he doesn't have another job?

THE WITNESS: No.

THE COURT: Okay. If that spurred any more
questions, Mr. Hatfield.

CROSS-EXAMINATION

BY MR. HATFIELD:

Q Does he work there every week?

A He probably averages probably a couple half
days a week.

Q Okay. And he lives with you?

A Uh-huh.

Q Do you own your home or do you both own the
home?

A I own the home.

Q And the profits from Complete Towing, do
they go to you both?

A No, to me.

Q To you only?

A Yes."

It is the claimant's contention that he began to work for the
respondent, Complete Towing, in January 2013. Following is his
hearing testimony regarding his employment with the respondent,
Complete Towing:

"Q When did you go to work for Complete
Towing?

A January of this year.

Q And what days of the week did you typically work for Complete Towing?

A Every day except Tuesday.

Q Okay. And what hours did you typically work on those days?

A From 8:00 a.m. to 7:00 p.m.

Q Okay. Did you sometimes work even longer hours?

A Yes, sir.

Q Okay. And what would those hours be?

A From 8:00 a.m. to 10:00 p.m.

Q Okay. And what did they pay you or what was your pay when you worked for Complete Towing?

A 425 a week.

Q Okay. Did they pay all of that money to you or did they pay part of the money to a bankruptcy trustee?

A Part of it to the bankruptcy trustee.

MR. HATFIELD: And we have attached a document within Exhibit 2. May I approach, Your Honor?

THE COURT: You may.

Q [BY MR. HATFIELD]: Do you recognize this document?

A Yes, sir.

Q Is that a document from the bankruptcy court?

A Yes, sir.

Q And each time that it says Complete Towing, an employer check, what is the amount that was paid?

A \$257.54.

Q And was that your understanding that Complete Towing made that payment each week that you worked for them?

A Yes, sir.

Q Okay. And then how did they pay you after the 257.54 was paid to the bankruptcy trustee?

A Cash.

Q Okay. So they paid you the difference in cash?

A Yes, sir.

Q And that would have totaled 425 a week?

A Yes, sir.

Q And did you work for Complete Towing from January 2013 through July 3rd of 2013?

A Yes, sir.

Q Each week between January and July 3rd, did they pay you \$425 per week as you just described?

A Not every week. When I first started it was 350 a week, then she raised me for six days a week, 425 a week.

Q Okay. So at the time you were injured, were you receiving 350 a week or 425?

A 425 a week.

Q Okay. So from the date of your injury, which was February 11, 2013, I believe?

A February 3rd.

Q February 3, 2013 –

A Yes, sir.”

The claimant, in this matter, introduced a document found at Claimant's Exhibit No. 2, Page 4, that indicates that the respondent employer, Complete Towing, began paying employment

checks on behalf of the claimant to the U. S. Bankruptcy Court on January 24, 2013. Those checks were in the amount of \$257.54. Those checks appear to have continued until July 3, 2013.

At the hearing, Ms. Phillips gave testimony on direct examination regarding the claimant and her belief that the claimant was not employed with the respondent, Complete Towing, as follows:

“Q And did he start working for you in January of that year?

A On the farm, yes.

Q When you say the farm, where is the farm?

A Black Oak Road.

Q Is that associated with the business?

A No.

Q What sort of stuff did he do for you on the farm?

A Anything I asked, really, from feeding the dogs to tree trimming to cutting down trees.

Q Was there a financial arrangement for those services?

A Yes. He worked part time. If he could -- he had offered to cut trees because he had cut some for his attorney, Blair Brady, and I told him, well, we did have some dead trees at the house, you know, he could -- because if I didn't have anything for him to do, he didn't work. So he said, well, I have a saw. I keep all of that stuff in the back of my truck. So I told him, you know, we can do that on a day that I could be home since it was at my home. So, yeah, we had done that. He done that on several occasions.

Q And how did you pay him for those services at the farm?

A well, mostly by the job. Like he told me, he cut trees for Blair for like 250. I told

him, I said, well, I don't know. We will go out there and count the trees, which we did. There was some dead ones down by the pond and then there was the limb over the driveway that kind of scared me because, you know, it was half hanging. Whatever we could find for him to do to help him.

Q When you say pay him by the job, explain that.

A Yeah, like if he had done the trees, I would tell him, well, you know, I will pay the bankruptcy this week. And then a lot of times he would make 60 or \$100 over that.

Q Would you pay him in cash?

A Yes.

Q Okay. If you were paying his bankruptcy fee, how were you paying that?

A Well, when he came to us, he told us that he had to have a job; that was part of some probation issues or something. But when I got the court order to pay that, it was under Complete Towing, and that is honestly the only checking account that I have, so . . .

Q So were you writing a check from Complete Towing?

A Yes.

Q Do you pay all of your bills out of that checking account?

A Yes.

Q Even bills not associated with Complete Towing?

A Yes.

Q What does Complete Towing do?

A Tow vehicles.

Q Does Complete Towing -- is Complete Towing in the business of tree trimming?

A No.

Q Does Complete Towing provide general labor on farms?

A No.

Q When you were paying him in January and February of 2012 (sic), were you paying him as an employee of Complete Towing?

A No.

Q At some point in time was Mr. Davis able to become an employee of Complete Towing?

A Yes, the first week in March after speaking with his attorney from getting some things cleared up, hopefully he would have been state qualified after that and could have been, so we started letting him ride with Stephen in March.

Q When you say letting him ride with Stephen, was that providing some training?

A Yes.

Q Okay. When did Mr. Davis first complain about a knee injury?

A The first time we talked to him. The first time in December.

Q In December?

A (The witness nods her head in the affirmative.)”

Upon review of both the claimant’s testimony and that of Ms. Phillips, the owner of the respondent employer, and the evidence presented in this matter, specifically including the document provided in Claimant’s Exhibit No. 2, Page 4, I find that the claimant has given credible testimony regarding his employment for the respondent, Complete Towing, beginning in January 2013. As to the testimony of Ms. Phillips, I find it lacking in credibility as

it seems her testimony often conflicts with itself and evidence submitted in this matter.

Ms. Phillips does admit that, at least in March 2013, the claimant became employed with her business, Complete Towing. However, given the evidence before the Commission, I believe that the claimant was employed by Complete Towing at least by January 24, 2013, when Complete Towing began making payments in the form of employment checks to the United States Federal Bankruptcy Court. Following is the claimant's testimony regarding the number of other employees at Complete Towing. The claimant also included, in his testimony, a description of his job duties while employed by Complete Towing:

“Q Besides yourself, who else worked at Complete Towing?

A Teresa and Stephen, Hazel and Alvin, and myself.

Q So in total, there were five employees?

A Yes, sir.

Q Okay. who was the boss?

A Teresa.

Q who drove a tow truck?

A Stephen, Teresa, me, and Alvin.

Q And that leaves Hazel, what did she do?

A She was dispatcher, secretary, I guess. I know she was dispatcher, but the secretary part, I don't know.

Q Besides driving a tow truck, what other duties did you have while working at Complete Towing?

A Trash, picking up cigarette butts, trimming trees, limbs, scrapping cars, you know, whatever we could get out of the scrapped cars. Anything. I was considered general labor.

Q Okay. You have described to me in the past three types of towing: Service, nonconsent, and accidents; is that accurate?

A Yes, sir.

Q What is a nonconsent tow?

A Towing off a paid lot where their time is expired.

Q And how do people get their cars back?

A They have to come to the office and be released or in the process of us picking them up, they can come up and give us a fifty-dollar service fee and we drop them.

Q Okay. Did you also perform that duty while you were working at Complete Towing?

A Yes, sir.

Q When you were working at Complete Towing, who primarily told you what to do?

A Teresa.

Q Okay. Did you ever perform any work at Teresa's home?

A Yes, sir.

Q And where was that home?

A I believe the address is 4010 Black Oak Road.

Q What city?

A In Fayetteville.

Q Okay. And approximately how many times did you go to Teresa's home and perform work for her?

A I think it was like three or four times.

Q Okay. And when you went to Teresa's home to provide work, was that during hours you were working for Complete Towing or were those on off duty days?

A Just when I was working for Complete Towing.

Q Okay. When you went to her home and did work, what kind of work was that?

A Tree work, cutting trees that were dead, problem trees.

Q Okay. Did you split wood, stack wood?

A Yes, sir.

Q Okay. Now, when you did that, would she pay you anything extra or did you just get that same \$425 a week?

A The same.

Q So did she pay you anything extra when you did that?

A No, sir.

Q And when she paid you that 425 per week, was that under the same situation where \$257.54 was paid to the trustee and you were paid the balance?

A Yes, sir."

At the hearing, Ms. Phillips gave the following testimony on cross examination regarding the employees of Complete Towing:

"Q Ms. Phillips, is it correct that at the time that Terry was working at Complete Towing, there were five total employees: You, Stephen, Hazel, Terry, and the other driver?

A Well, my husband is not an employee because he is my husband. My niece does the books part time; helps me with some dispatching and some books a few hours a day. So I really wouldn't consider her -- you know, that is

family. And Alvin is a part-time driver. So I had Alvin as a part-time driver, and in March Davis as a part-time driver.

Q And your husband, Stephen, works for Complete Towing and he drives a tow truck?

A I don't pay him, he is my husband, yes. We have the business, yes.

Q Okay. He does work for the business?

A Once in a while, yes.

Q And you do work for the business?

A Uh-huh.

Q Is that "yes".

A Yes.

Q And Hazel does work for the business?

A Part time.

Q Do you pay her?

A Yes.

Q Do you pay her cash?

A No.

Q Do you pay anybody besides Terry cash?

A I pay cash and check, yes.

Q To who?

A Well, it just depends. You know, if they -- and this is why I do this, if they are working past 6:00 o'clock on a Monday, and we get paid at the end of the day, I don't want to just give them a check and they have got to wait until the next day to have some funds, so I will give them sometimes some cash, some check, but it is all documented, either way.

Q Did you also pay Terry cash or did you sometimes give him a check?

A Both.

Q Both. What determined whether you gave him cash or whether you gave him a check?

A Whether I had cash or whether I didn't or what time of day it was. A lot of variables."

I note for the record that Ms. Phillips also testified that none of the employees of Complete Towing were covered by workers' compensation insurance.

I find that the claimant, in this matter, was an employee of the respondent employer, Complete Towing, at the time of his February 3, 2013, fall. However, there is also a question as to whether the claimant was performing employment services at the time of his fall while trimming trees at the direction of Ms. Phillips. It is clear from the testimony of both the claimant and Ms. Phillips that he was trimming a tree for her benefit while being assisted by another employee of Complete Towing, Stephen. While tree trimming does not seem to be in the spear of a towing and recovery service, the claimant was acting under the direction of his supervisor who was also the company owner. Inasmuch, the claimant was directly or at least indirectly advancing the interest of his employer when he fell on February 3, 2013, while cutting a tree from Ms. Phillips' driveway.

The claimant has proven by a preponderance of the evidence that the relationship of employee/employer existed on February 3, 2013, between himself and Complete Towing. The claimant has also proven that he was performing employment services at the time of his fall; however, the claimant must also prove the existence of

objective medical findings regarding his alleged compensable left knee injury. The claimant submitted several medical documents regarding his left knee including an MRI of the claimant's left knee without contrast that was performed on June 28, 2013. Following are the impressions from the MRI report of the claimant's left knee:

“Complex tear involving the body of the medial meniscus demonstrating both a radial and horizontal component. There is an oblique tear involving the posterior horn of the medial meniscus with the tear extending to the tibial articular surface. Focal grade IV chondromalacia involving the inferior aspect of the lateral patellar facet articular cartilage with underlying subchondral edema. Grade II/III chondromalacia involving the weightbearing surface of the medial aspect of the medial tibial plateau. A small joint effusion.”

The claimant is able to prove objective medical findings regarding his left knee difficulties which were demonstrated by the claimant's MRI. The claimant must also prove a causal connection between his alleged February 3, 2013, fall and those objective findings of left knee injury. It is undisputed that the claimant did have a significant fall on that date. The claimant's causal connection is also bolstered by a medical document found at Claimant's Exhibit No. 1, Page 15, which was signed electronically by Dr. Robert Tomlison which, in part, states, “I recommend L knee arthroscopy. I do not feel any other treatment is going to significantly help Terry. I do believe within a reasonable degree of medical certainty Terry's knee pathology is causally related to him falling out of the tree.”

I find that the claimant has suffered a compensable left knee injury as a result of his February 3, 2013, fall while employed by the respondent employer, Complete Towing. Inasmuch, the respondent employer shall be responsible for the reimbursement of the claimant's out of pocket medical expenses and reasonable and necessary medical treatment regarding the claimant's compensable left knee injury.

The claimant has also asked the Commission to consider his entitlement to temporary total disability benefits from July 3, 2013, until September 6, 2013. At the hearing in this matter, the claimant gave the following testimony regarding his conversation with the claimant on July 3, 2013, regarding his injury and his ability to perform his job duties in light of his compensable injury:

“Q Okay. Ultimately, did your doctor send you for an MRI?

A Yes, sir.

Q And was that for your left knee?

A Yes, sir.

Q Did you speak with Teresa about that?

A I never got a chance to. I was terminated when I tried to mention it.

Q Did you call Teresa and tell her you had gone to the doctor?

A Yes, sir.

Q Tell us about that conversation.

A well, I wanted to talk to her, so I called her on the phone. I was out still in the truck. I was supposed to work until 10:00

that day and I called her and I told her I need to talk to her about my knee. And she said, what about your knee? And I said, well, I had an MRI done on it and I am going to have to have surgery. I would like for you to pay and reimburse me for what I have got out of pocket and then pay for getting it fixed. She stated that she wasn't paying for anything; that I couldn't prove it; that I had a motorcycle accident. And then I stated that -- she told me, she said that I was general labor; that I didn't have any kind of insurance or anything. Then I asked her if her homeowner's insurance would not pay for it. And she said it has nothing to do with homeowner's insurance; that I was working for Complete Towing at the time. And there would be resentment because she wasn't paying for it. And the way she seen it, I was no longer fit for duty, so bring the truck in. Stephen was waiting there for me to turn my keys in and I was no longer welcome on the property.

Q Okay. So what date was that?"

Ms. Phillips also testified regarding her conversation with the claimant on July 3rd as follows:

"Q Okay. The conversation that you had on July 3rd that he described, was that accurate that you told him to turn in his vehicle?

A When he told me that he had to take Hydrocodone to, you know, get through the day, I told him, well, Davis, you know we can't do that in the truck. And he knew that. And he said, well, I guess I can't work, then.

Q So you think he quit?

A I know he did.

Q Did you tell him to turn in the truck?

A If he had to do that with Hydrocodones, I agreed with him. I said, yes, you can't do that in the truck. And as far as his injury, I did tell him then we didn't have any kind of -- Workmen's Comp had nothing to do with the stuff I had done at the house; that we would have to look into the

home policy, which I told him I would do that.”

Ms. Phillips’ testimony does not appear credible to this administrative law judge. She appeared to be evasive in answering questions and her demeanor appeared to be that of someone who was not being outright with the truth in the questions asked of her. I find that the claimant was fired by Ms. Phillips on July 3, 2013, due to his medical treatment. I note that the claimant was able to find employment on September 6, 2013, with another employer. The claimant is entitled to temporary total disability benefits for his scheduled left knee injury from July 3, 2013, to September 6, 2013. However, there was at least a period of part time security work that the claimant engaged in sometime between July 3, 2013, and September 6, 2013. During that time period, the claimant would not be entitled to temporary total disability benefits as he was employed in a part time job that allowed him to operate within the physical limits of his compensable injury.

There is also a question of the claimant’s average weekly wage in that it was the respondent’s position that the claimant was not even employed with the respondent until March; however, it is clear that the respondent began to pay the U. S. Federal Bankruptcy Court employment checks in January 2013 in the amount of \$257.54. The claimant’s testimony was that at the time of his injury he was enjoying a wage of \$425.00 per week. It is his allegation that the respondent was paying him in cash over and above the \$257.54 that was paid to the bankruptcy court. Ms. Phillips did testify that she paid cash to her employees in some instances. I believe that

the claimant's testimony is credible that he was making the wage of \$425.00 per week at the time of his compensable injury. Inasmuch, I find that the claimant's average weekly wage was \$425.00 per week.

From a review of the record as a whole, to include medical reports, documents, and other matters properly before the Commission, and having had an opportunity to hear the testimony of the witnesses and to observe their demeanor, the following findings of fact and conclusions of law are made in accordance with A.C.A. §11-9-704:

FINDINGS OF FACT & CONCLUSIONS OF LAW

1. The stipulations agreed to by the parties at the pre-hearing conference conducted on September 4, 2013, and contained in a pre-hearing order filed September 4, 2014, are hereby accepted as fact.

2. The relationship of employee/employer existed between the claimant and the respondent under the Arkansas Workers' Compensation Act.

3. The claimant was performing employment services on February 3, 2013, when he suffered a fall at the home of Ms. Phillips, the uninsured owner of the employer, Complete Towing.

4. The claimant has proven by a preponderance of the evidence that his average weekly wage was \$425.00 on February 3, 2013.

5. The claimant has proven by a preponderance of the evidence that he suffered a compensable left knee injury on February 3, 2013.

6. The claimant has proven by a preponderance of the evidence that he is entitled to reimbursement for out of pocket medical expenses regarding his left knee and continued reasonable and necessary medical treatment.

7. The claimant has proven by a preponderance of the evidence that he is entitled to temporary total disability benefits from July 3, 2013, to September 6, 2013, less any dates when the claimant was employed as a private security guard.

8. The claimant has proven by a preponderance of the evidence that he his attorney is entitled to an attorney's fee in this matter that is commensurate with the Arkansas Workers' Compensation Act and the benefits awarded herein.

ORDER

The respondent shall reimburse the claimant for any out of pocket medical expenses regarding the medical treatment for his compensable left knee injury and bear the burden of the cost of future expenses that are both reasonable and necessary medical treatment for his compensable left knee injury.

The respondent shall also pay the claimant temporary total disability benefits from July 3, 2013, to September 6, 2013, less any time period the claimant was performing private security work.

The respondents shall pay to the claimant's attorney the maximum statutory attorney's fee on the benefits awarded herein, with one half of said attorney's fee to be paid by the respondents in addition to such benefits and one half of said attorney's fee to

be withheld by the respondents from such benefits pursuant to Ark. Code Ann. §11-9-715.

All benefits herein awarded which have heretofore accrued are payable in a lump sum without discount.

This award shall bear the maximum legal rate of interest until paid.

IT IS SO ORDERED.

ERIC PAUL WELLS
ADMINISTRATIVE LAW JUDGE