

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Andrew Isaacs — PETITIONER

vs.

Interplex Sunbelt, Inc., et al. — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO
FIRST DISTRICT COURT OF APPEAL, STATE OF FLORIDA

APPENDIX TO PETITION FOR WRIT OF CERTIORARI
VOLUME I

Andrew Isaacs

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APPENDIX TO PETITION FOR WRIT OF CERTIORARI
(VOLUME I)

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FIRST DISTRICT COURT OF APPEAL
STATE OF FLORIDA

No. 1D2023-2263

ANDREW ISAACS,

Appellant,

v.

INTERPLEX SUNBELT, INC., / THE
TRAVELERS INDEMNITY
COMPANY,

Appellees.

On appeal from the Office of the Judges of Compensation Claims.
Michael J. Ring, Judge.

Date of Accident: April 4, 2022.

January 10, 2025

PER CURIAM.

AFFIRMED.

ROBERTS, ROWE, and KELSEY, JJ., concur.

*Not final until disposition of any timely and
authorized motion under Fla. R. App. P. 9.330 or
9.331.*

Andrew Isaacs, pro se, Appellant.

Steven H. Preston and Tess Golonka of Hicks, Porter, Ebenfeld & Stein, P.A., Miami, for Appellees.

FIRST DISTRICT COURT OF APPEAL
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9.331.*

APPENDIX A

Andrew Isaacs, pro se, Appellant.

Steven H. Preston and Tess Golonka of Hicks, Porter, Ebenfeld &
Stein, P.A., Miami, for Appellees.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
FT. LAUDERDALE DISTRICT OFFICE

Andrew Isaacs,
Employee/Claimant,

OJCC Case No. 22-021848MJR

vs.

Accident date: 04/04/2022

Interplex Sunbelt, Inc./Charter Oak Fire
Insurance Co.,
Employer/Carrier/Servicing Agent.

Judge: Michael J. Ring

FINAL COMPENSATION ORDER

The undersigned Judge of Compensation Claims held a Final Hearing on July 10, 2023 to adjudicate the Petition for Benefits filed on September 7, 2022 (D#1). Andrew Isaacs was present and represented himself in this matter. The Employer/Carrier (E/C) was represented by Sal Richardson, Esq. Live testimony was received from Pedro Vargas, Pedro Villa-Gileno and Dr. Nicole Nicophene.

CLAIMS

1. Wage loss benefits: Adjustment of the AWW to \$22/hour or \$880.00 per week, which includes employee benefits.
2. Authorization of transportation benefits for medical appointments.
3. Authorization of medical care and testing due to disability from unknown chemical exposure.
4. TPD/TTD benefits beginning April 4, 2022 and continuing.
5. Attorney's fees and/or costs.
6. Payment of penalties and interest on late payments of indemnity benefits.

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APPENDIX B

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DEFENSES

1. Compensability denied as there is no clear and convincing evidence that Claimant suffered any chemical exposure at work.
2. Per the denial of compensability, no medical or indemnity benefits are due or owing.
3. No entitlement to TTD as there is no evidence that Claimant was ever placed out of work.
4. No entitlement to TPD as there is no evidence that Claimant was ever placed on light duty work status.
5. The Claimant continued to earn at least 80% of his AWW through the date he resigned, which was post MMI. Therefore, no TPD is due or owing.
6. Transportation is currently denied per the denial of compensability. If the claim is found compensable the E/C will provide transportation to authorized medical appointments.
7. No penalties, interest, costs or attorney's fees are due or owing.

CLAIMANT'S AFFIRMATIVE DEFENSES

1. Unclean hands doctrine, estoppel.
2. Estoppel by fraud and deceit.
3. Estoppel from silence.
4. Duress and coercion in opposition to Claimant's protected activity and in violation of F.S.440.205.
5. Tampering with and harassing Claimant pursuant to F.S.914.22.
6. Fundamental errors affecting substantial rights pursuant to F.S.90.104(3).
7. Fraud.
8. Doctrine of laches.
9. Fourteenth amendment to the U.S. Constitution.
10. F.S.440.185.
11. F.S.440.44.
12. F.S.44002.

13. F.S.440.13.

EMPLOYER/CARRIER'S AFFIRMATIVE DEFENSES

1. There is no evidence to support any of the objections to any defenses, of which there do not appear to be any.
2. The JCC does not have jurisdiction over the avoidance/affirmative defenses listed by Claimant in numbers one through nine.

JUDGE'S EXHIBITS

1. Uniform Statewide Pretrial Stipulation, filed March 22, 2023 (D#77).
2. Claimant's Memorandum in Support of Final Hearing (D#105, for argument purposes only).
3. Petition for Benefits, filed on September 7, 2022 (D#1).
4. Response to Petition for Benefits, filed on 10/15/22 (D#9).

JOINT EXHIBITS

1. Interplex Sunbelt Personnel File (D#53).

CLAIMANT'S EXHIBITS

1. Articulating the Evidence of Constructive Discharge (D#55).
2. Distinguishing Clean-up Operation from Wipe Down Activity (D#56).
3. Hazard Communication Program (D#57, E/C's hearsay and relevance objections are sustained. Claimant offered no exception to the hearsay rule. This evidence will be marked as a proffer),
4. Selected Occupational Safety and Health Administration Regulations (D#58, E/C's relevance objection is overruled. E/C's hearsay objection is sustained. Claimant offered no exception to the hearsay rule. This evidence is marked as a proffer).

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5. Reference Manuel on Scientific Evidence (D#63, E/C's hearsay and relevance objections are sustained. Claimant offered no exception to the hearsay rule. This evidence is marked as a proffer).
6. Progress Toward Safe Nanotechnology in the Workplace (D#64, E/C's relevance and hearsay objections are sustained. Claimant offered no exception to the hearsay rule. This evidence is marked as a proffer).
7. OSHA Complaint No. 1966473 (D#65, E/C's relevance objection is overruled. E/C's hearsay objection is sustained. Claimant offered no exception to the hearsay rule. This evidence is marked as a proffer).

EMPLOYER/CARRIER'S EXHIBITS

1. Motion to Admit Medical Records of Concentra and Order Granting same (D#42, 47).
2. February 13, 2023 deposition of Andrew Issacs, with attachments (D#108, 109).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

In making my findings of fact and conclusions of law, I have considered and weighed all the evidence presented to me. I have observed and assessed the candor and demeanor of all the witnesses who testified before me, and I have resolved all conflicts in the testimony. I have not written a detailed summary of all the evidence presented. F.S.440.24(4)(e); Garcia v. Fence Masters, Inc., 16 So.3d 200 (Fla. 1st DCA 2009) holding that a compensation order need only contain findings of ultimate fact necessary to support mandate, rather than a recitation of all evidence presented. Although I may not reference or detail each item of evidence presented by the parties, I have carefully considered all the evidence and exhibits in the context of the arguments of the parties and appropriate statutory authority and case law in making the following findings of fact and conclusions of law.

1. The undersigned Judge of Compensation Claims has jurisdiction over the parties and subject matter.

2. Claimant was hired by Interplex Sunbelt, Inc. on March 31, 2022 to perform the job of an automation operator. Essentially, Mr. Isaacs operated an AU10 machine that processed needles. This machine utilized various chemicals during this process. When Claimant was hired he was issued personal protective equipment (PPE) to include safety goggles, nitrile gloves and ear plugs. Furthermore, in June 2022 Claimant's job duties were changed due to an increase in business to include requiring him to clean his own work station. Previously a cleaning crew had been provided but due to the increase in the work load all employees at Interplex were now required to clean their own work stations.
3. On August 1, 2022 Claimant sent a memo to Interplex's HR representative entitled "Chemical Exposure & OSHA Compliance." In this memo Mr. Isaac states his belief that he has been exposed to chemicals at work that pose a threat to his health and constitute a possible OSHA violation. Claimant did not describe the actual symptoms or injury he believed he experienced as a result of this alleged exposure.
4. Subsequent to Claimant's memo, Interplex commenced an investigation to evaluate Mr. Isaac's complaints. The investigation concluded with a September 16, 2022 in-person meeting with Claimant to discuss the results. At this meeting Claimant was advised that no evidence was found of any issues caused by chemical exposure while cleaning and operating the AU10 machine. The Investigative Report, dated September 15, 2022 concluded as follows; "After reviewing the SDS sheet, training record, and job description, the employee can be instructed to perform the function of cleaning the machine including the area where parts come in contact with the solution. The employee was provided appropriate PPE to perform the cleaning function." This report is attached as Exhibit #6 to Claimant's February 13, 2023 deposition.
5. After the September 16, 2022 meeting, on the same day, Claimant sent another email to HR indicating that there was a strong odor of burnt rubber around his work station which caused his breathing to be restricted. As a result, the Employer sent an email to Claimant advising him that he was authorized to go to Concentra Urgent Care to be evaluated. Claimant contends he never received this email, therefore, did not seek the offered medical care at this time.

6. On September 7, 2022 Claimant filed a Petition for Benefits. In this PFB Claimant alleged injuries to his hands as a result of being exposed to chemicals at work on April 4, 2022 when he was required to clean up chemical waste. This PFB requested authorization of medical treatment, as well as indemnity benefits. The E/C responded on October 15, 2022 indicating that medical treatment was authorized at Carespot for the left and right hands for conditions the provider considers causally related to the April 4, 2022 incident. No evidence was offered that Claimant ever sought treatment at Carespot. In addition, entitlement to indemnity benefits was denied. Furthermore, the E/C stated that the claim was accepted under the 120-day pay and investigate provision of Florida law.
7. Claimant continued to work at Interplex through October 24, 2022. On October 31, 2022 the Employer again offered Claimant an evaluation and treatment at Concentra which Claimant accepted. Dr. Nicole Nicophene, a physician at Concentra, performed an examination of Mr. Isaacs on October 31, 2022. As a result of this examination, which included x-rays, the Doctor opined that she found no objective evidence of an injury to support Mr. Isaac's subjective complaints. Thus, no further treatment was recommended. Furthermore, Dr. Nicophene placed Claimant at MMI with a 0% PIR and no work restrictions. Dr. Nicophene testimony, offered live at the Final Hearing, was consistent with her office notes. I find the testimony of Dr. Nicophene to be credible. Her opinions were well founded and logical, based on the lack of objective findings.
8. Claimant did not testify at the Final Hearing; however, his February 13, 2023 deposition was offered into evidence by the E/C. In this deposition, Mr. Isaac's clarified that he was alleging a toxic chemical exposure as a result of both operating the AU10 machine, as well as, the chemicals he was required to use to clean his work station. Claimant believed that exposure to these chemicals caused his symptoms which consisted of a burning and tightening sensations in his hands. Claimant believes he first advised the E/C of his suspicion that these problems were being caused by a chemical exposure at work on August 1, 2022. Furthermore, Mr. Isaacs contends that after reporting this exposure, Interplex repeatedly failed to advise him of the specific chemicals he was exposed to despite repeated requests. Claimant

testified that he was first provided the safety data sheets (SDS) for these chemicals in January 2023 in response to a request sent in a separate legal matter involving a whistleblower complaint. It bears mentioning that since obtaining these SDS sheets in January 2023, Claimant has not sought a medical opinion addressing causation of his symptoms in the six months prior to this Final Hearing. Claimant testified that the only medical opinion obtained in this matter, since April 4, 2022, was with Dr. Nicophene on October 31, 2022. Claimant subsequently sent a November 2, 2022 letter to Interplex advising them of what he labeled was his constructive discharge. Mr. Isaac's cited his concern about workplace safety among various other reasons for his decision to no longer report for duty until the situation was resolved. The Employer responded with a November 4, 2022 letter to Claimant which accepted his November 2, 2022 resignation.

9. Pedro Villa-Gileno, the Environmental Health and Safety Director, for Interplex, testified live at the Final Hearing. He stated that the Safety Data Sheets for all chemicals involved in the activities of Interplex can be found in a large book made available to all employees in the common area. Furthermore, the chemicals used during the actual operation of the AU10 machine are significantly diluted to below 1-2% of the quantities represented in the SDS sheets. Furthermore, Mr. Gileno stated that Claimant was offered treatment at Concentra at the September 16, 2022 meeting and refused same.
10. Pedro Vargas, who was Claimant's Production Supervisor, also testified at the Final Hearing, and confirmed that the SDS sheets are all kept in a book in the common area. Furthermore, this book is available to all employees at any time. In addition, Mr. Vargas stated that when he went over the cleaning process of the AU10 machine in June 2022, he advised Claimant of the chemicals involved. Mr. Vargas also confirmed that Claimant was offered medical treatment at the September 16, 2022 meeting and refused same. Mr. Vargas further testified that in late October, or early November, Interplex decided to increase the workforce by changing from two shifts to three shifts. This would require employees to work Monday through Friday, 8 hours per day, instead of the previous 10 hours a day working Monday through Thursday. It was after being notified of this shift change that Claimant submitted his

email referencing his constructive discharge.

11. On January 19, 2023 the E/C sent Claimant a letter with the Notice of Denial of Mr. Isaac's claim attached. The NOD indicated that the April 4, 2022 industrial accident was being denied as there was no injury/accident per Florida Statutes.

COMPENSABILITY

12. It is Claimant's burden to prove all elements of his claim. Bob Wilson Dodge v. Mohammed, 692 So.2d 287 (Fla. 1st DCA 1997); Fitzgerald v. Osceola County School Board 974 So.2d 1161 (Fla. 1st DCA 2008). When Claimant's alleged injury (illness) is not the result of a "readily observable" medical condition, Claimant is required to establish by expert medical testimony the injury, and a causal connection between employment and the injury, based upon reasonable medical probability. Crest Products v. Louise, 593 So.2d 1075 (Fla. 1st DCA 1992); MBM Corp. v. Wilson, 186 So.3d 574 (Fla. 1st DCA 2016).
13. In exposure cases, the Claimant's burden is even higher. Pursuant to F.S.440.02(1) An injury or disease caused by exposure to a toxic substance is not an injury by accident arising out of employment unless there is clear and convincing evidence establishing that exposure to the specific substance involved, at the levels to which the employee was exposed, can cause the injury or disease sustained by the employee. This statute expressly requires both a higher standard of proof (clear and convincing) and a certain degree of specificity as to the specific substance involved and the levels to which the employee was exposed before an injury from exposure can be found compensable. In the case of Matrix Employee Leasing v. Pierce, 985 So.2d 631 (Fla. 1st DCA 2008) which involved an allegation of an exposure to a toxic substance, the Court reiterated the principle that proof of causation is wholly the workers' compensation Claimant's burden and not the Employer's burden to produce evidence disproving the claim. In addition, F.S.440.09(1) holds that the injury, its occupational cause and any resulting manifestations or disability must be established to a reasonable degree of medical certainty, based on objective relevant medical findings, and the compensable accident must be the major contributing cause of any resulting

injuries. The statute further states that in cases involving occupational disease, both causation and sufficient exposure to support causation must be proven by clear and convincing evidence.

14. Application of the law to the facts in this matter leads to a finding that Claimant has failed to meet his burden of producing clear and convincing evidence or even competent substantial evidence that his symptoms were casually related to a toxic exposure at work. In fact, Claimant has produced no medical evidence in support of his claim. Claimant's belief that he was exposed to a chemical at work that caused an injury to his hands is based on speculation and conjecture with no objective findings or medical evidence to support it. Claimant did not obtain an IME or even seek medical treatment other than his authorized evaluation with Dr. Nicophene on October 31, 2022.
15. Claimant's argument that the Employer committed fraud by withholding information about the chemicals he was exposed to and failure to acknowledge his injury is rejected for several reasons. Reason number one is based on the fact that to the extent the testimony of Claimant (via deposition) differs from Pedro Vargas and Pedro Villa-Gileno, regarding Claimant's access to the SDS sheets, I accept the testimony of Mr. Vargas and Mr. Gileno as more credible. They both stated that all the SDS sheets could be found in a book located in the common area where all employees have access. Their testimony appeared straight forward and reasonable. Therefore, I find that Mr. Isaac's had access to the SDS sheets at any time during his employment with Interplex via this book. The second reason is that even if I did not accept the testimony of these witnesses, I still believe Mr. Isaacs had sufficient time to obtain a medical opinion after receipt of the SDS sheets through his whistleblower claim. According to Claimant's own deposition testimony he received these SDS sheets in January 2023. This was six months prior to the Final Hearing, which would have allowed ample time for Claimant to seek medical evidence in support of his claim. In addition, I accept the testimony of Mr. Gileno and Mr. Vargas that Claimant was offered medical treatment in the September 16, 2022 meeting and refused same. Furthermore, Claimant was fully advised by the E/C in pages 108 through 110 of Mr. Isaac's deposition that at Trial it was his burden to prove by objective medical


evidence the elements of his claim. The attorney for the E/C even showed F.S. 440.09 to Claimant and attached a copy of this statute to the deposition. Despite being given this information, Claimant proceeded to Trial with no medical evidence supporting his position that exposure to toxic chemicals at Interplex caused his injuries.

16. I have considered the affirmative defenses listed by Claimant and find that Claimant has failed to prove that the E/C violated F.S. 440.205, F.S. 440.185, F.S. 440.44, F.S. 914.22 or F.S. 90.104(3). I find that Claimant has failed to prove that the E/C is estopped from denying benefits or should be precluded from doing same based on the doctrine of laches or unclean hands. Furthermore, I have no jurisdiction over his claim of violation of the Fourteenth Amendment to the U.S. Constitution.
17. Therefore, I find that Claimant failed to meet his burden of proving a compensable accident under the clear and convincing evidentiary standards imposed by the statute and case law. In fact, Claimant offered no evidence establishing that: 1) he was exposed to a specific substance, 2) the levels to which he was exposed and 3) this exposure caused the injuries that he complained of. Because I find that there is no evidence to support a finding of compensability, under the clear and convincing standard, and in particular no medical evidence or testimony in support of the claim was offered, it is not necessary to reach any of the other individual claims or defenses.

WHEREFORE it is ORDERED and ADJUDGED:

1. The Petition for Benefits filed September 7th, 2022 and all claims therein are **DENIED** and Dismissed with Prejudice.

DONE AND SERVED this 27th day of July, 2023, in Lauderdale Lakes, Broward County, Florida.


 Michael King
 Compensation Claims
 Division of Administrative Hearings
 Office of the Judges of Compensation Claims
 Ft. Lauderdale District Office

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January 31, 2025

Andrew Isaacs,

Appellant(s)

Case 1D2023-2263

L.T. No.: 22-021848MJR

v.

Interplex Sunbelt, Inc., / The
Travelers Indemnity Company,
Appellee(s).

BY ORDER OF THE COURT:

The Court denies the motion for written opinion docketed January 13, 2025.

I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

Served:

Elvis John Adán

Tess Golonka

Julie Hunsaker WC

Andrew Isaacs

David W. Langham

Steven Hartnell Preston

Salisu A. Richardson

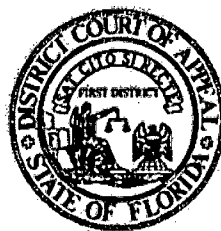
Michael J. Ring

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APPENDIX C

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~~1D2023-2263~~ January 31, 2025
Kristina Samuels, Clerk
1D2023-2263 January 31, 2025



STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
FT. LAUDERDALE DISTRICT OFFICE

Andrew Isaacs,
Employee/Claimant,

OJCC Case No. 22-021848MJR

vs.

Accident date: 04/04/2022

Interplex Sunbelt, Inc./Charter Oak Fire
Insurance Co.,
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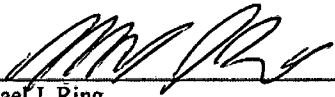
Judge: Michael J. Ring

ORDER ON MOTION FOR INDIGENCY TO BE RELIEVED OF COSTS OF APPEAL

THIS CAUSE came on for consideration before the Honorable Michael J. Ring, upon Employee/Claimant's Motion for Indigency to be Relieved of the Costs of Appeal. After review of said Motion and otherwise being advised in the premises, it is hereby:

ORDERED and ADJUDGED that the Motion for Indigency to be Relieved of the Filing Fee for the Appeal is hereby GRANTED.

DONE AND SERVED this 30th day of August, 2023, in Lauderdale Lakes, Broward County, Florida.



Michael J. Ring
Judge of Compensation Claims
Division of Administrative Hearings
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APPENDIX D

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CONSTITUTIONAL AND STATUTORY PROVISIONS

1. Fourteenth Amendment, Section 1:

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

2. Occupational Safety and Health Act of 1970 (OSHA or Act), 84 Stat. 1590, Section 2 of the Act, 29 U.S. Code § 651 – Congressional statement of findings and declaration of purpose and policy:

(a) The Congress finds that personal injuries and illnesses arising out of work situations impose a substantial burden upon, and are a hindrance to, interstate commerce in terms of lost production, wage loss, medical expenses, and disability compensation payments.

(b) The Congress declares it to be its purpose and policy, through the exercise of its powers to regulate commerce among the several States and with foreign nations and to provide for the general welfare, to assure so far as possible every working man and woman in the Nation safe and healthful working conditions and to preserve our human resources—

(1) by encouraging employers and employees in their efforts to reduce the number of occupational safety and health hazards at their places of employment, and to stimulate employers and employees to institute new and to perfect existing programs for providing safe and healthful working conditions;

(2) by providing that employers and employees have separate but dependent responsibilities and rights with respect to achieving safe and healthful working conditions;

(3) by authorizing the Secretary of Labor to set mandatory occupational safety and health standards applicable to businesses affecting interstate commerce, and by creating an Occupational Safety and Health Review Commission for carrying out adjudicatory functions under this chapter;

APPENDIX E

(4) by building upon advances already made through employer and employee initiative for providing safe and healthful working conditions;

(5) by providing for research in the field of occupational safety and health, including the psychological factors involved, and by developing innovative methods, techniques, and approaches for dealing with occupational safety and health problems;

(6) by exploring ways to discover latent diseases, establishing causal connections between diseases and work in environmental conditions, and conducting other research relating to health problems, in recognition of the fact that occupational health standards present problems often different from those involved in occupational safety;

(7) by providing medical criteria which will assure insofar as practicable that no employee will suffer diminished health, functional capacity, or life expectancy as a result of his work experience;

(8) by providing for training programs to increase the number and competence of personnel engaged in the field of occupational safety and health;

(9) by providing for the development and promulgation of occupational safety and health standards;

(10) by providing an effective enforcement program which shall include a prohibition against giving advance notice of any inspection and sanctions for any individual violating this prohibition;

(11) by encouraging the States to assume the fullest responsibility for the administration and enforcement of their occupational safety and health laws by providing grants to the States to assist in identifying their needs and responsibilities in the area of occupational safety and health, to develop plans in accordance with the provisions of this chapter, to improve the administration and enforcement of State occupational safety and health laws, and to conduct experimental and demonstration projects in connection therewith;

(12) by providing for appropriate reporting procedures with respect to occupational safety and health which procedures will help achieve the objectives of this chapter and accurately describe the nature of the occupational safety and health problem;

(13) by encouraging joint labor-management efforts to reduce injuries and disease arising out of employment.

(Emphasis added.)

3. **Occupational Safety and Health Act of 1970 (OSHA or Act), 84 Stat. 1590, Section 5 of the Act, 29 U.S. Code § 654 – Duties of employers and employees:**

(a) Each employer —

(1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees. [OSHA's "General Duty" Clause]

(2) shall comply with occupational safety and health standards promulgated under this chapter. [OSHA's "Special Duty" Clause]

(b) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this chapter which are applicable to his own actions and conduct.

(Emphasis added.)

4. **21 CFR 820.20 - Management responsibility:**

§ 820.20 Management responsibility.

(a) Quality policy. Management with executive responsibility shall establish its policy and objectives for, and commitment to, quality. Management with executive responsibility shall ensure that the quality policy is understood, implemented, and maintained at all levels of the organization.

(b) Organization. Each manufacturer shall establish and maintain an adequate organizational structure to ensure that devices are

designed and produced in accordance with the requirements of this part.

(1) Responsibility and authority. Each manufacturer shall establish the appropriate responsibility, authority, and interrelation of all personnel who manage, perform, and assess work affecting quality, and provide the independence and authority necessary to perform these tasks.

(2) Resources. Each manufacturer shall provide adequate resources, including the assignment of trained personnel, for management, performance of work, and assessment activities, including internal quality audits, to meet the requirements of this part.

(3) Management representative. Management with executive responsibility shall appoint, and document such appointment of, a member of management who, irrespective of other responsibilities, shall have established authority over and responsibility for:

(i) Ensuring that quality system requirements are effectively established and effectively maintained in accordance with this part; and

(ii) Reporting on the performance of the quality system to management with executive responsibility for review.

(c) Management review. Management with executive responsibility shall review the suitability and effectiveness of the quality system at defined intervals and with sufficient frequency according to established procedures to ensure that the quality system satisfies the requirements of this part and the manufacturer's established quality policy and objectives. The dates and results of quality system reviews shall be documented.

(d) Quality planning. Each manufacturer shall establish a quality plan which defines the quality practices, resources, and activities

relevant to devices that are designed and manufactured. The manufacturer shall establish how the requirements for quality will be met.

(e) Quality system procedures. Each manufacturer shall establish quality system procedures and instructions. An outline of the structure of the documentation used in the quality system shall be established where appropriate.

(Emphasis added.)

5. **29 CFR §1910.120(a)(3) - Hazardous waste operations and emergency response:**

[...]

Clean-up operation means an operation where hazardous substances are removed, contained, incinerated, neutralized, stabilized, cleared-up, or in any other manner processed or handled with the ultimate goal of making the site safer for people or the environment.

[...]

Hazardous substance means any substance designated or listed under paragraphs (A) through (D) of this definition, exposure to which results or may result in adverse affects on the health or safety of employees:

(A) Any substance defined under section 103(14) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (42 U.S.C. 9601).

(B) Any biological agent and other disease-causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such persons or their offspring;

(C) Any substance listed by the U.S. Department of Transportation as hazardous materials under 49 CFR 172.101 and appendices; and

(D) Hazardous waste as herein defined.

Hazardous waste means—

(A) A waste or combination of wastes as defined in 40 CFR 261.3, or

(B) Those substances defined as hazardous wastes in 49 CFR 171.8.

Hazardous waste operation means any operation conducted within the scope of this standard.

Hazardous waste site or Site means any facility or location within the scope of this standard at which hazardous waste operations take place.

Health hazard means a chemical or a pathogen where acute or chronic health effects may occur in exposed employees. It also includes stress due to temperature extremes. The term health hazard includes chemicals that are classified in accordance with the Hazard Communication Standard, 29 CFR 1910.1200, as posing one of the following hazardous effects: Acute toxicity (any route of exposure); skin corrosion or irritation; serious eye damage or eye irritation; respiratory or skin sensitization; germ cell mutagenicity; carcinogenicity; reproductive toxicity; specific target organ toxicity (single or repeated exposure); aspiration toxicity or simple asphyxiant. (See Appendix A to § 1910.1200—Health Hazard Criteria (Mandatory) for the criteria for determining whether a chemical is classified as a health hazard.)

[...]

Qualified person means a person with specific training, knowledge and experience in the area for which the person has the responsibility and the authority to control.

[...]

(Emphasis added.)

6. **29 CFR §1910.120 - Hazardous waste operations and emergency response:**

(e) Training—

[. . .]

(6) Training certification. Employees and supervisors that have received and successfully completed the training and field experience specified in paragraphs (e)(1) through (e)(4) of this section shall be certified by their instructor or the head instructor and trained supervisor as having successfully completed the necessary training. A written certificate shall be given to each person so certified. Any person who has not been so certified or who does not meet the requirements of paragraph (e)(9) of this section shall be prohibited from engaging in hazardous waste operations.

[. . .]

(Emphasis added.)

7. **29 CFR § 1910.1200 - Hazard communication ("Right-to-Know"):**

(a) Purpose.

(1) The purpose of this section is to ensure that the hazards of all chemicals produced or imported are classified, and that information concerning the classified hazards is transmitted to employers and employees. [. . .]

(2) This occupational safety and health standard is intended to address comprehensively the issue of classifying the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees, and to preempt any legislative or regulatory enactments of a state, or political subdivision of a state, pertaining to this subject. [. . .]

(b) Scope and application.

(1) This section requires chemical manufacturers or importers to classify the hazards of chemicals which they produce or import, and all employers to provide information to their employees about the hazardous chemicals to which they are exposed, by means of a

hazard communication program, labels and other forms of warning, safety data sheets, and information and training. [...]

[...]

[...]

(e) Written hazard communication program.

(1) Employers shall develop, implement, and maintain at each workplace, a written hazard communication program which at least describes how the criteria specified in paragraphs (f), (g), and (h) of this section for labels and other forms of warning, safety data sheets, and employee information and training will be met, and which also includes the following:

[...]

[...]

(g) Safety data sheets.

(1) Chemical manufacturers and importers shall obtain or develop a safety data sheet for each hazardous chemical they produce or import. Employers shall have a safety data sheet in the workplace for each hazardous chemical which they use.

(2) The chemical manufacturer or importer shall ensure that the safety data sheet is in English (although the employer may maintain copies in other languages as well), and includes at least the following section numbers and headings, and associated information under each heading, in the order listed (see appendix D to this section, for the specific content of each section of the safety data sheet):

(i) Section 1, Identification;

(ii) Section 2, Hazard(s) identification;

(iii) Section 3, Composition/information on ingredients;

- (iv) Section 4, First-aid measures;
- (v) Section 5, Fire-fighting measures;
- (vi) Section 6, Accidental release measures;
- (vii) Section 7, Handling and storage;
- (viii) Section 8, Exposure controls/personal protection;
- (ix) Section 9, Physical and chemical properties;
- (x) Section 10, Stability and reactivity;
- (xi) Section 11, Toxicological information.
- (xii) Section 12, Ecological information;
- (xiii) Section 13, Disposal considerations;
- (xiv) Section 14, Transport information;
- (xv) Section 15, Regulatory information; and
- (xvi) Section 16, Other information, including date of preparation or last revision.

[. . .]

(10) Safety data sheets may be kept in any form, including as operating procedures, and may be stored in such a way to cover groups of hazardous chemicals in a work area where it may be more appropriate to address the hazards of a process rather than individual hazardous chemicals. However, the employer shall ensure that in all cases the required information is provided for each hazardous chemical, and is readily accessible during each work shift to employees when they are in their work area(s).

(11) Safety data sheets shall also be made readily available, upon request, to designated representatives, the Assistant Secretary, and the Director, in accordance with the requirements of § 1910.1020(e).

(h) Employee information and training.

(1) Employers shall provide employees with effective information and training on hazardous chemicals in their work area at the time of their initial assignment, and whenever a new chemical hazard the employees have not previously been trained about is introduced into their work area. Information and training may be designed to cover categories of hazards (e.g., flammability, carcinogenicity) or specific chemicals. Chemical-specific information must always be available through labels and safety data sheets.

[. . .]

[. . .]

(Emphasis added.)

8. § 440.09(4)(a), Fla. Stat.:

An employee shall not be entitled to compensation or benefits under this chapter if any judge of compensation claims, administrative law judge, court, or jury convened in this state determines that the employee has knowingly or intentionally engaged in any of the acts described in s. 440.105 or any criminal act for the purpose of securing workers' compensation benefits. For purposes of this section, the term "intentional" shall include, but is not limited to, pleas of guilty or nolo contendere in criminal matters. This section shall apply to accidents, regardless of the date of the accident. For injuries occurring prior to January 1, 1994, this section shall pertain to the acts of the employee described in s. 440.105 or criminal activities occurring subsequent to January 1, 1994.

9. § 440.105(4), Fla. Stat.:

Whoever violates any provision of this subsection commits insurance fraud, punishable as provided in paragraph (f).

(a) It shall be unlawful for any employer to knowingly:

1. Present or cause to be presented any false, fraudulent, or misleading oral or written statement to any person as evidence of compliance with s. 440.38.

[...]

(b) It shall be unlawful for any person:

1. To knowingly make, or cause to be made, any false, fraudulent, or misleading oral or written statement for the purpose of obtaining or denying any benefit or payment under this chapter.

[...]

(Emphasis added.)

10. **§ 440.11, Fla. Stat.:**

(1) The liability of an employer prescribed in s. 440.10 shall be exclusive and in place of all other liability, including vicarious liability, of such employer to any third-party tortfeasor and to the employee, the legal representative thereof, husband or wife, parents, dependents, next of kin, and anyone otherwise entitled to recover damages from such employer at law or in admiralty on account of such injury or death, except as follows:

[...]

(b) When an employer commits an intentional tort that causes the injury or death of the employee. For purposes of this paragraph, an employer's actions shall be deemed to constitute an intentional tort and not an accident only when the employee proves, by clear and convincing evidence, that:

1. The employer deliberately intended to injure the employee; or
2. The employer engaged in conduct that the employer knew, based on prior similar accidents or on explicit warnings specifically identifying a known danger, was virtually certain to result in injury or death to the employee, and the employee was not aware of the risk because the danger was not apparent and the employer deliberately concealed or misrepresented the danger so as to prevent the employee from exercising informed judgment about whether to perform the work.

The same immunities from liability enjoyed by an employer shall extend as well to each employee of the employer when such employee is acting in furtherance of the employer's business and the injured employee is entitled to receive benefits under this chapter.

[...]

(Emphasis added.)

11. **§ 440.13(2)(a), Fla. Stat.:**

Subject to the limitations specified elsewhere in this chapter, the employer shall furnish to the employee such medically necessary remedial treatment, care, and attendance for such period as the nature of the injury or the process of recovery may require [...].

(Emphasis added.)

12. **§ 440.185, Fla. Stat.:**

(1) An employee who suffers an injury arising out of and in the course of employment shall advise his or her employer of the injury within 30 days after the date of or initial manifestation of the injury. Failure to so advise the employer shall bar a petition under this chapter unless:

[...]

(2) Within 7 days after actual knowledge of injury or death, the employer shall report such injury or death to its carrier, in a format prescribed by the department, and shall provide a copy of such report to the employee or the employee's estate. The report of injury shall contain the following information:

[...]

The carrier shall, within 14 days after the employer's receipt of the form reporting the injury, file the information required by this subsection with the department. [...]

(3) Within 3 business days after the employer or the employee informs the carrier of an injury, the carrier shall send by regular mail or e-mail to the injured worker an informational brochure approved by the department which sets forth in clear and understandable language an explanation of the rights, benefits, procedures for obtaining benefits and assistance, criminal penalties, and obligations of injured workers and their employers under the Florida Workers' Compensation Law. [...] All such

informational brochures shall contain a notice that clearly states in substance the following: "Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information commits a felony of the third degree."

[...]

13. **§ 440.44(1), Fla. Stat.:**

INTERPRETATION OF LAW.—As a guide to the interpretation of this chapter, the Legislature takes due notice of federal social and labor acts and hereby creates an agency to administer such acts passed for the benefit of employees and employers in Florida industry, and desires to meet the requirements of such federal acts wherever not inconsistent with the Constitution and laws of Florida.

(Emphasis added.)

14. **Fla. Admin. Code R. 60Q-6.116(7):**

No more than 10 days but no less than two business days prior to the final hearing, each party is required to file a brief memorandum consisting of a statement of relevant facts and written argument, which shall include filing dates or docket ID for any evidentiary documents which will be relied upon at trial. All depositions and documentary evidence, including known impeachment and rebuttal evidence a party intends to offer into evidence, shall be filed with the memorandum. [...]

(Emphasis added.)

Selected Occupational Safety and Health Administration (OSHA) Regulations

The following list of Claimant's substantial rights include, but not limited to:

- 29 CFR §1910.120(a)(3), which states, in part:
Clean-up operation means an operation where hazardous substances are removed, contained, incinerated, neutralized, stabilized, cleared-up, or in any other manner processed or handled with the ultimate goal of making the site safer for people or the environment.
- 29 CFR §1910.120(c)(8):
Employee notification. Any information concerning the chemical, physical, and toxicologic properties of each substance known or expected to be present on site that is available to the employer and relevant to the duties an employee is expected to perform *shall be made available to the affected employees prior to the commencement of their work activities.* The employer may utilize information developed for the hazard communication standard for this purpose. (italics added)
- 29 CFR §1910.120(e)(2)(vi):
Medical surveillance requirements, *including recognition of symptoms and signs which might indicate overexposure to hazards.* (italics added)
- 29 CFR §1910.120(e)(6):
Training certification. Employees and supervisors that have received and successfully completed the training and field experience specified in paragraphs (e)(1) through (e)(4) of this section shall be certified by their instructor or the head instructor and trained supervisor as having successfully completed the necessary training. *A written certificate shall be given to each person so certified. Any person who has not been so certified or who does not meet the requirements of paragraph (e)(9) of this section shall be prohibited from engaging in hazardous waste operations.* (italics added)
- 29 CFR §1910.120(f)(2):
Employees covered. The medical surveillance program shall be instituted by the employer for the following employees:

1910.120(f)(2)(i)
All employees who are or may be exposed to hazardous substances or health hazards at or above the permissible exposure limits or, if there is no permissible

exposure limit, above the published exposure levels for these substances, without regard to the use of respirators, for 30 days or more a year;

1910.120(f)(2)(ii)

All employees who wear a respirator for 30 days or more a year or as required by § 1910.134;

1910.120(f)(2)(iii)

All employees who are injured, become ill or develop signs or symptoms due to possible overexposure involving hazardous substances or health hazards from an emergency response or hazardous waste operation; (italics added) and

1910.120(f)(2)(iv)

Members of HAZMAT teams.

- 29 CFR §1910.120(f)(3):

Frequency of medical examinations and consultations. Medical examinations and consultations shall be made available by the employer to each employee covered under paragraph (f)(2) of this section on the following schedules:

1910.120(f)(3)(ii)

For employees covered under paragraph (f)(2)(iii) and for all employees including those of employers covered by paragraph (a)(1)(v) who may have been injured, received a health impairment, developed signs or symptoms which may have resulted from exposure to hazardous substances resulting from an emergency incident, or exposed during an emergency incident to hazardous substances at concentrations above the permissible exposure limits or the published exposure levels without the necessary personal protective equipment being used:

1910.120(f)(3)(ii)(A)

As soon as possible following the emergency incident or development of signs or symptoms. (italics added);

- 29 CFR § 1910.120(i) Informational programs.

Employers shall develop and implement a program, which is part of the employer's safety and health program required in paragraph (b) of this section, to inform employees, contractors, and subcontractors (or their representative) actually engaged in hazardous waste operations of the *nature, level and degree of exposure* likely as a result of participation in such hazardous waste operations. Employees, contractors and

subcontractors working outside of the operations part of a site are not covered by this standard. (italics added)

- 29 CFR § 1910.120(p)(1) Safety and health program.
The employer shall develop and implement a written safety and health program for employees involved in hazardous waste operations that shall be available for inspection by employees, their representatives and OSHA personnel. The program shall be *designed to identify, evaluate and control safety and health hazards in their facilities for the purpose of employee protection*, to provide for emergency response meeting the requirements of paragraph (p)(8) of this section and to address as appropriate site analysis, engineering controls, maximum exposure limits, hazardous waste handling procedures and uses of new technologies. (italics added)
 - 29 CFR § 1910.120(p)(2) Hazard communication program.
The employer shall implement a hazard communication program meeting the requirements of 29 CFR 1910.1200 as part of the employer's safety and program.
- Note to § 1910.120: The exemption for hazardous waste provided in § 1910.1200 is applicable to this section.
- 29 CFR § 1904 Recording and Reporting Occupational Injuries and Illnesses.
The purpose of this rule is to require employers to record and report work-related fatalities, injuries, and illnesses. Employer/Carrier did not report Claimant's work-related injury in OSHA Form 300 Log of Work-Related Injuries and Illnesses and OSHA Form 301 Injury and Illness Incident Report within the seven (7) days of receiving notice.

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Andrew Isaacs — PETITIONER

vs.

Interplex Sunbelt, Inc., et al. — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

FIRST DISTRICT COURT OF APPEAL, STATE OF FLORIDA

APPENDIX TO PETITION FOR WRIT OF CERTIORARI

VOLUME II

Andrew Isaacs

1880 NW 59 Ave., #B

Sunrise, Florida 33313

954-618-9028

APPENDIX TO PETITION FOR WRIT OF CERTIORARI
(VOLUME II)

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

OJCC Case No.: 22-021848MJR Date of Accident(s): 04/04/22

EMPLOYEE/CLAIMANT:

Name: ANDREW ISAACS
Address: 1880 N.W. 59 Ave., Apt. B
Sunrise, FL 33313

ATTORNEY FOR EMPLOYEE:

Name: Pro Se
Address: _____

EMPLOYER:

Name: INTERPLEX SUNBELT, INC.
Address: 6690 Hintus Rd.
Sunrise, FL 33351

ATTORNEY FOR EMPLOYER:

Name: SAL A. RICHARDSON, ESQ.
Address: Testan Law Office
150 S Pine Island Rd., Ste. 300
Plantation, FL 33324

CARRIER/SERVICING AGENT:

Name: JENELLE FOLKES
Claims Representative
THE TRAVELERS INDEMNITY
COMPANY

ATTORNEY FOR CARRIER/SERVICING AGENT:

Name: SAL A. RICHARDSON, ESQ.
Address: Testan Law Office
150 S Pine Island Rd., Ste. 300
Plantation, FL 33324

Address: P.O. Box 4614
Buffalo, NY 14240

UNIFORM STATEWIDE PRETRIAL STIPULATION

As authorized under Rule 60Q-6.113, and as ordered by the Office of Judges of Compensation Claims, the parties hereby provide the following information and make the following stipulations:

1. STIPULATIONS

- | | |
|--|--|
| 1. Date of Accident(s):
Employee: <u>4/4/22</u>
E/C/SA: <u>April 4, 2022</u> | 2. County of Accident(s) or agreed county/venue:
Employee: <u>Broward</u>
E/C/SA: <u>Broward</u> |
| 3. Date Mediation Held:
Employee: <u>1/11/23</u>
E/C/SA: <u>January 11, 2023</u> | 4. Date Final Hearing Set:
Employee: <u>7/10/23</u>
E/C/SA: <u>July 10, 2023</u> |

Uniform Statewide Pretrial Stipulation
OJCC Case No: 22-021848MJR

Page 1 of 16

Filed March 22, 2023 5:20 PM ET Office of the Judges of Compensation Claims.

APPENDIX G

Questions 5 through 7 to be completed by the Employer/Carrier/Servicing Agent.

5. Employer/Employee relationship on date of accident:
 6. Workers' Compensation insurance coverage on date of accident:
 7. Accident or occupational disease accepted as compensable:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. The Employee asserts the following injuries or conditions are related to the accident:

Employee: Burning and tightening of hands; cytotoxicity; genotoxicity

9. The E/C/SA agree that the following injuries or conditions are accepted as related to the accident:

E/C/SA: None

10. Is case governed by a managed care arrangement?

Employee:

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

E/C/SA:

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

11. Jurisdiction of Judge of Compensation Claims over the subject matter:

Employee:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

E/C/SA:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

12. Jurisdiction of JCC over the parties:

Employee:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

E/C/SA:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

13. Is the Average Weekly Wage at issue?

Employee:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

E/C/SA:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If AWW is in dispute, list the information below:

	Employee	E/C/SA
Base Wage:	\$15 per hour	\$600.00
Fringe Benefit:	\$7 per hour (employee benefits)	undetermined
Total:	\$22 per hour	\$600.00

14. Maximum medical improvement, if reached, list date, name of physician, and impairment rating:

	Employee	E/C/SA
Date:	10/31/22	October 31, 2022
Dr:	Nicole Nicophene	Nicole Nicophene
Rating:	N/A	0%
Statutory MMI date:	No objective relevant medical findings in absence of medically necessary intervention	

	Employee	E/C/SA
Date:		
Dr:		
Rating:		
Statutory MMI date:		

	Employee	E/C/SA
Date:		
Dr:		
Rating:		
Statutory MMI date:		

15. 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 medical bills need not be placed into evidence at trial:

	Yes	No
Employee:		X

	Yes	No
E/C/SA:		X

16. Medical provider and specific injury or condition medical provider authorized to treat:

Employee: no medical treatment for chemical exposure to hands nor for nanoparticle exposure to entire body

E/C/SA: _____

17. IME Physicians:

Employee: none provided by E/C/SA

E/C/SA: None

18. EMA Physicians: List names and dates of appointed EMA(s):

Employee: not currently appointed

E/C/SA: None

19. Only list stipulations discussed and agreed upon by all parties:

II. CLAIMS AND DEFENSES

(Parties may attach additional pages if necessary.)

EMPLOYEE: By filing date of PFB, list each unresolved claim (specific type, period, provider and amount of benefits) to be adjudicated at final hearing.

E/C/SA: Identify the specific defenses or response for each unresolved claim to be adjudicated at the final hearing:

<p>PFB filing date: 9/7/22</p> <p>Issues: <i>There is untreated work-related injury from daily and independently continuing exposure to unknown, hazardous chemicals from 4/4/22 to 11/1/22, incorporating daily occurrences of injury and intensifying Claimant's medical impact. Claimant's work-related injury is compensable.</i></p> <p><u>Claimant suffered disability as a result of unknown, hazardous chemical exposure in a nanotechnology process and was not provided timely and medically necessary intervention, precluding objective relevant medical findings, whereby E/C/SA fraudulently denied benefits.</u></p> <p>Claims: Beginning 4/4/22 and continuing.</p> <p><i>Medical Impact from Chemical Exposure: Items 1 - 7</i></p> <ol style="list-style-type: none"> 1. Tissue damage in both hands 2. Nerve damage in both hands 3. Musculoskeletal damage in both hands 4. Genotoxicity of entire body 5. Cytotoxicity of entire body 6. Damage to organs of entire body 7. Latent disease (LD) development: Impact on nervous system, lymphatic system, endocrine system, vascular system, dermal system, arteries, and ocular system due to exposure to a dangerous nanotechnology 	<p>Defenses:</p> <ol style="list-style-type: none"> 1. There is no clear and convincing evidence that the Claimant suffered any chemical exposure as alleged at work. As such, compensability of same is denied. 2. Per the denial of compensability, no medical or indemnity benefits are due or owing. 3. There is no evidence the Claimant was ever placed out of work, such that no TTD is due or owing. 4. There is no evidence the Claimant was ever placed on light duty work status, such that no TPD is due or owing. 5. The Claimant continued to make at least 80% of his AWW through his date of resignation on 11/2/22, post MML. As such, no TPD is due or owing. 6. If compensability found to be due and owing, transportation will be provided to
--	--

<p><u>process</u> with indeterminable medical impact, resulting from the combination of (i) 2-Propenoic acid, homopolymer, (ii) Gluconic acid, and (iii) sodium hydroxide as indicated in the Safety Data Sheet (SDS) produced by E/C/SA on February 10, 2023.</p> <p><i>Wage, Disability, Long-term Medical Care, and Transportation Benefits; Fees & Costs; Penalties & Interest: items 8 - 14</i></p> <ol style="list-style-type: none"> 8. Wage loss benefits: Adjustment of AWW to \$22/hour or \$880.00 per week, which includes employee benefits 9. Authorization of Transportation benefits for (i) medical appointments, and (ii) decline in functionality of both hands. 10. Authorization of long-term medical care and testing due to disability from unknown chemical exposure 11. Temporary Partial Disability (TPD), beginning 4/4/22 and continuing: Payment of TPD benefits from date of accident to date and continuing so long as lost wages and disability continue 12. Temporary Total Disability (TTD), beginning 4/4/22 and continuing: Payment of TPD benefits from date of accident to date and continuing so long as lost wages and disability continue 13. Attorney fees and/or costs 14. Payment of penalties and interest on late payments of indemnity benefits 	<p>authorized medical appointments. Per the denial it is currently denied.</p> <p>7. No PICA is due or owing</p>
<p>PFB filing date: Issues:</p>	<p>Defenses:</p>
<p>PFB filing date: Issues:</p>	<p>Defenses:</p>

EMPLOYEE: List with specificity all objections/responses to any defenses of E/C/SA:

E/C/SA: List with specificity all affirmative defenses:

<p>PFB filing date: 9/7/22 Issues: Additional pages are attached, adding specificity to Items 1 through 13.</p> <ol style="list-style-type: none"> 1. Unclean Hands Doctrine Estoppel 2. Estoppel by fraud and deceit 3. Estoppel from Silence 4. Duress and Coercion in Opposition to Claimant's Protected Activity and in Violation of Section 440.205, Fla. Stat. 5. Tampering with and Harassing Claimant Pursuant to Section 914.22, Fla. Stat. 6. Fundamental Errors Affecting Substantial Rights Pursuant To Section 90.104(3), Fla. Stat. 7. Fraud 8. Doctrine of Laches 9. Fourteenth Amendment to United States Constitution 10. Section 440.185, Fla. Stat. 11. Section 440.44, Fla. Stat. 12. Section 440.02, Fla. Stat. 13. Section 440.13, Fla. Stat. 	<p>Defenses:</p> <ol style="list-style-type: none"> 1. There is no evidence in support of any of the objections to affirmative defenses, of which there do not appear to be any. <i>any</i> 2. The JCC does not have jurisdiction over the avoidance/affirmative defense listed by Claimant in numbers 1 through 9.
--	---

<p>PFB Division filing date: Issues:</p>	<p>Defenses:</p>
--	------------------

<p>PFB Division filing date:</p>	<p>Defenses:</p>
----------------------------------	------------------

Issues:	
---------	--

Note: The Judge of Compensation Claims reserves the right to impose sanctions for failure to specifically answer the foregoing in good faith. A reference to another pleading or to a general class of benefits is not sufficient.

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III. WITNESSES

1. List the specific and full names of all witnesses, their addresses, and company affiliations. Mark only live or by deposition. Final witness and exhibit lists must be served on opposing parties and filed per 60Q-6.113(6). Depositions and exhibits must be filed in compliance with 60Q-6.116(7). Telephone testimony is governed by 60Q-6.113(3). Parties may attach additional pages if necessary.

EMPLOYEE:

(Check only one)

	Name/Company, Address	Depo	Live
1.	Pedro Vargas; Production Supervisor at Interplex Sunbelt, Inc.		X
2.	Pedro Villa-Gileno; Environmental Health & Safety Engineer at Interplex Sunbelt, Inc.		X
3.	Nicole Nicophene, M.D.; Clinician at Concentra Urgent Care		X
4.			
5.			

E/C/SA:

(Check only one)

	Name/Company, Address	Depo	Live
1.	All listed by the Claimant	X	X
2.	Diana Perry, HR Manager	X	X
3.	Cecila Simpson, HR Generalist	X	X
4.	Claimant	X	X
5.			

IV. EVIDENCE

1. All documentary evidence must be served and filed in compliance with 60Q-6.113(6) and 60Q-6.116(7).

List all documentary evidence below. Parties may attach additional pages if necessary.

EMPLOYEE:

		E/C/SA Agrees	E/C/SA Disagrees	E/C/SA Basis for Objection
1.	Letter of Constructive Discharge filed by Claimant and produced by E/C/SA		X	Hearsay, Irrelevant
2.	Articulating the Evidence of Constructive Discharge filed by Claimant		X	Hearsay, Irrelevant
3.	Distinguishing Clean-up Operation from Wipe-down Activity filed by Claimant		X	Hearsay, Irrelevant
4.	Personnel File Record filed by Claimant and produced by E/C/SA			
5.	Hazard Communication Program filed by Claimant and produced by E/C/SA (not a controlled document)		X	Hearsay, Irrelevant
N.B.	Additional pages are attached		X	Hearsay, Irrelevant

E/C/SA:

0#42
↓
0#47

		Employee Agrees	Employee Disagrees	Employee Basis for Objection
1.	Motion to Admit, with Exhibits			
2.	Claimant Deposition, with Exhibits			
3.	Claimant Personnel File			
4.	Claimant Payroll Records			
5.				

2. Remaining depositions/events to conclude discovery, including dates of evaluations or depositions:

Employee: On January 25, 2023, Employee filed Motion to Compel E/C to Satisfy First Request for Production filed January 5, 2023

E/C/SA: None

3. Estimated time of final hearing:

Employee: 5 hours	E/C/SA: 1.0	Total estimated time: 6.0 hours
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For Employee/Claimant (signature)

Date: March 21, 2023

ANDREW ISAACS
(Print or type name)

Florida Bar No.: _____

Sal A. Richardson

For Employer (signature)

Date: March 22, 2023

Sal A. Richardson, Esq
(Print or type name)

Florida Bar No.: 0608831

Sal A. Richardson
For Carrier/Service Agent (signature)

Date: March 22, 2023

Sal A. Richardson, Esq
(Print or type name)

Florida Bar No.: 0608831

ATTACHMENT

Sections II and IV below represent additional pages, which are incorporated into the foregoing Uniform Statewide Pretrial Stipulation dated March 21, 2023

II. CLAIMS AND DEFENSES

(Parties may attach additional pages if necessary.)

The following table on pp. 10 - 14 contains a list of defenses with specificity to shield Claimant's claims for disability benefits due to indeterminable medical impact, wage loss benefits, long-term medical care benefits, and transportation benefits:

EMPLOYEE: List with specificity all objections/responses to any defenses of E/C/SA:	E/C/SA: List with specificity all affirmative defenses:
<p>1. Unclean Hands Doctrine Estoppel</p> <p>The E/C/SA knowingly and consciously denied claim on the basis of no medical benefit without timely reporting Claimant's injury and providing immediate and relevant medical intervention, acting contrary to OSHA regulations, although the E/C/SA knew of the hazardous chemicals, causing Claimant's work-related injury, which it withheld from Claimant.</p> <p>E/C/SA has no right to assert evidence of objective relevant medical findings nor deny claim, where the medical impact is currently indeterminable.</p>	
<p>2. Estoppel by fraud and deceit</p> <p>Claimant relied detrimentally, in ignorance of the true state of the facts, on E/C/SA's intentionally fraudulent and deceptive representation of no hazardous chemical exposure, resulting in Claimant's foreseeable medical impact, in violation of OSHA regulations.</p> <p>E/C/SA maintained its initial position of no hazardous chemical exposure, but the Safety Data Sheet (SDS) contradicts E/C/SA's initial position, showing E/C/SA had knowledge of the hazardous chemicals.</p>	
<p>3. Estoppel from Silence</p> <p>E/C/SA had a duty to disclose to Claimant that there was hazardous chemical exposure involved with Claimant's work process but E/C/SA held strict silence in light of several requests for disclosure by Claimant, violating OSHA regulations, including Right-to-Know. The request for disclosure was material to the determination of Claimant's full medical impact that is currently indeterminable.</p>	

<p>4. Duress and Coercion in Opposition to Claimant's Protected Activity and in Violation of Section 440.205, Fla. Stat.</p> <p>Based on exercise of protected activity pursuant to OSHA regulations, Claimant was impacted by silence, resistance, retaliation, discrimination, intimidation, unlawful operations, unqualified work assignment, misrepresentation and fraudulent concealment of hazardous chemical exposure, intolerable work conditions, and constructive discharge as a result of the intentional acts of E/C/SA.</p>	
<p>5. Tampering with and Harassing Claimant Pursuant to Section 914.22, Fla. Stat.</p> <p>E/C/SA knowingly and intentionally hindered, delayed, prevented, and dissuaded Claimant from communicating and reporting the full scale of his work-related injury and long-term medical impact in his Petition for Benefits filed September 7, 2022.</p> <p>Due to E/C/SA's violation of the OSH Act, Claimant has been fraudulently prevented from presenting (i) the full scope of his work-related injury, (ii) timely and medically necessary intervention, since his medical needs were denied and remain indeterminable, and (iii) the magnitude of his hazardous chemical exposure that was unknown because of E/C/SA's cover-up.</p>	
<p>6. Fundamental Errors Affecting Substantial Rights Pursuant To Section 90.104(3), Fla. Stat.</p> <p>Claimant is subject to the Code of Federal Regulations ("CFR") that embodies the relevant laws under Occupational Safety and Health Act ("OSH" Act). These CFR are substantial rights in Claimant's possession.</p> <p>In particular, Claimant's was adversely and materially affected due to E/C/SA's refusal to comply with law, including, but not limited to, the following: 29 CFR §§ 1910 and 1904.</p>	
<p>7. Fraud</p> <p>E/C/SA engaged in fraud by denying Claimant's medical benefits and failing to discharge its duty to provide immediate and responsive medical intervention based on OSHA regulations. In so doing, E/C/SA cannot establish that it satisfied the condition of objective relevant medical findings.</p>	

<p>In particular, the E/C/SA's fraudulent actions include, but not limited to, the following: -</p> <p>(i) preventing Claimant from trying the full medical impact due to unknown, hazardous, chemical exposure. (extrinsic fraud)</p> <p>(ii) presenting, in its response to petition for benefits, misleading information that claim does not involve medical benefits. (intrinsic fraud).</p> <p>(iii) subjecting Claimant to duress and coercion based on exercise of protected activity, leading to constructive discharge. (intrinsic fraud)</p>	
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<p>8. Doctrine of Laches</p> <p>E/C/SA delayed disclosure of Claimant's hazardous chemical exposure, leading to work-related injury without immediate medical treatment. The fraudulent concealment of hazardous chemical exposure and denial of immediate medical treatment deprived Claimant of objective relevant medical findings and constitutes E/C/SA's unreasonable delay, causing prejudice to Claimant in preventing the JCC from making a safe conclusion on the truth of Claimant's comprehensive medical impact and wage loss benefits. Claimant utilized and exhausted all reasonable steps to engage E/C/SA in an attempt to awaken its operational stupor, leaving a well-preserved and well-charted trail of personnel file documents, email and text correspondences, yet E/C/SA intentionally refused to provide any disclosure into the totality of Claimant's chemical exposure and medical impact, so the E/C/SA could deny liability.</p> <p>Claimant was injured and disadvantaged by E/C/SA's delay and cover-up wherein objective relevant medical findings were no longer attainable, such that E/C/SA cannot assert that it possessed any evidence of objective relevant medical findings.</p> <p>Claimant was referred to Concentra Urgent Care ("Concentra") by E/C/SA on October 27, 2022, eighty-five (85) days after his August 3, 2022 memorandum informing human resources about his medical signs and symptoms.</p>	
<p>9. Fourteenth Amendment to United States Constitution</p> <p>Section 1, Amendment XIV, states in relevant part:</p> <p>"No state shall make or enforce any law which shall . . . deny to any person within its jurisdiction the equal protection of the laws."</p>	

<p>Claimant asserts protection based upon, but not limited to, the following OSHA regulations and Florida Statutes: 29 CFR §§ 1910 and 1904; § 90.104(3), Fla. Stat.; § 914.22, Fla. Stat.; § 440.205, Fla. Stat.</p>	
<p>10. Section 440.185, Fla. Stat.</p> <p>On August 3, 2022, E/C/SA had knowledge of Claimant's work related injury through memorandum presented to human resources. Employer failed to provide Claimant with a copy of the report to its carrier that indicated Claimant's work-related injury, violating subsection (2). Employer did not inform its carrier of Claimant's injury within 7 days after "actual knowledge" of injury as prescribed by subsection (2) and is subject to an administrative fine pursuant to subsection (8).</p> <p>Within 3 business days following the expiration of the 7 days that Employer had actual knowledge of injury, Employer's carrier, pursuant to subsection (3), failed to "send by regular mail or e-mail to the injured worker an informational brochure approved by the department which sets forth in clear and understandable language an explanation of the rights, benefits, procedures for obtaining benefits and assistance, criminal penalties, and obligations of injured workers and their employers under the Florida Workers' Compensation Law." <i>In the alternative, Claimant did not receive an informational brochure from Employer's carrier through any correspondence dated or postmarked on or before August 13, 2023.</i></p> <p>Further, Claimant was not notified by E/C/SA of the availability of services from the Employee Assistance and Ombudsman Office, according to subsection (10), at any time prior to August 13, 2023. In particular, E/C/SA did not notify Claimant prior to August 13, 2023, among other things, by including the following in accordance with subsection (10)(c):</p> <p style="padding-left: 40px;">A statement that the informational brochure referred to in subsection (3) will be mailed to the employee within 3 days after the carrier receives notice of the injury.</p> <p>The clear lack of performance by Employer to satisfy subsection (2) indicates Employer's intention to avoid and deny benefits for Claimant's work-related injury, which it did through its October 15, 2022 response to petition for benefits. This demonstrates the unclean hands of E/C/SA.</p>	

<p>11. Section 440.44, Fla. Stat.</p> <p>(1) INTERPRETATION OF LAW.—As a guide to the interpretation of this chapter, the Legislature takes due notice of federal social and labor acts and hereby <i>creates an agency to administer such acts passed for the benefit of employees and employers in Florida industry, and desires to meet the requirements of such federal acts wherever not inconsistent with the Constitution and laws of Florida. (italics added)</i></p> <p>Claimant is subject to Occupational Safety and Health Administration's (OSHA) regulations, including, but not limited to, 29 CFR §§ 1910 and 1904. E/C/SA has knowingly and consciously violated OSHA regulations that control Claimant's employment rights and protected activities. E/C/SA evaded objective relevant medical findings when it fraudulently withheld relevant information on Claimant's hazardous chemical exposure in violation of OSHA regulations.</p> <p>In doing so, E/C/SA conspired against Claimant to deny benefits for his work-related injury, <i>without submitting Claimant to any epidemiological study.</i></p>	
<p>12. Section 440.02, Fla. Stat.</p> <p>"An injury or disease caused by <i>exposure to a toxic substance</i>, including, but not limited to, fungus or mold, <i>is not an injury by accident</i> arising out of the employment unless there is <i>clear and convincing evidence establishing that exposure to the specific substance involved, at the levels to which the employee was exposed, can cause the injury or disease sustained by the employee.</i>" (italics added)</p> <p>The hazardous combination of (i) 2-Propenoic acid, homopolymer, (ii) Gluconic acid, and (iii) sodium hydroxide as indicated in the Safety Data Sheet (SDS) produced by E/C/SA on February 10, 2023 was the cause of Claimant's work-related injury. The chemicals individually are also hazardous.</p>	
<p>13. Section 440.13, Fla. Stat.</p> <p>(2) MEDICAL TREATMENT; DUTY OF EMPLOYER TO FURNISH.—</p> <p>(a) Subject to the limitations specified elsewhere in this chapter, the employer shall furnish to the employee such medically necessary remedial treatment, care, and attendance for such period as the nature of the injury or the process of recovery may require. . . .</p> <p><i>E/C/SA denied medically necessary intervention.</i></p>	

IV. EVIDENCE

1. All documentary evidence must be served and filed in compliance with 60Q-6.113(6) and 60Q-6.116(7).

List all documentary evidence below. Parties may attach additional pages if necessary.

EMPLOYEE:

		E/C/SA Agrees	E/C/SA Disagrees	E/C/SA Basis for Objection
6.	Selected OSHA Regulations filed by Claimant			
7.	Claimant's Statement of Whistleblower Complaint dated November 11, 2022 filed by Claimant			
8.	Employer's Whistleblower Position Statement dated January 13, 2023 filed by Claimant			
9.	Claimant's Whistleblower Rebuttal dated January 19, 2023 filed by Claimant			
10.	Employer's Whistleblower Response dated February 2, 2023 filed by Claimant			
11.	Reference Manual on Scientific Evidence, Second Edition, Federal Judicial Center 2000 filed by Claimant			
12.	Progress Toward Safe Nanotechnology in the Workplace, A Report from the NIOSH Nanotechnology Research Center, Project Updates for 2007 and 2008 filed by Claimant			
13.	OSHA Complaint No. 1966473: Letter dated February 3, 2023 filed by Claimant			
14.	Decon Laboratories Inc.'s Safety Data Sheet (SDS) produced by E/C/SA: (contained in filed personnel file record)			
15.	Claimant's email correspondences and responses involving Interplex produced by E/C/SA and held in Claimant's records. (contained in personnel file record)			
16.	Claimant's four (4) memoranda to human resources involving Maglene Ayala; Edward Cobb; Pedro Vargas produced by E/C/SA and held in Claimant's records. (contained in personnel file record)			
17.	Documents admitted based on Claimant's First Request for Production filed January 5, 2023.			
18.	Admitted Medical Records of Concentra dated October 31, 2023 filed by E/C/SA			
19.	Case law: Koikos v. Travelers Ins. Co., 849 So. 2d 263 (Fla. 2003) Goldberg v. Florida Power Light Co., 899 So. 2d 1105 (Fla. 2005) Festa v. Teleflex, Inc., 382 So. 2d 122 (Fla. Dist. Ct. App. 1980) Cunningham v. Anchor Hocking Corp., 558 So. 2d 93 (Fla. Dist. Ct. App. 1990) Victor Wine Liquor, Inc. v. Beasley, 141 So. 2d 581 (Fla. 1962) State Farm Fire & Casualty Co. v. CTC Development Corp., 720 So. 2d 1072 (Fla. 1998) Travelers Ins. v. C.J. Gayfer's Co., 366 So. 2d 1199			

(Fla. Dist. Ct. App. 1979) Berry v. CSX Transportation, Inc., 709 So. 2d 352 (Fla. Dist. Ct. App. 1998) Bartholf v. Baker, 71 So. 2d 480 (Fla. 1954)			
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Training Record Form

108
Interplex Sunbelt

Employee Name: Andrew Isaacs

Department: Automation - Medical

Employee #: _____

Reason for Training (check box below):

Date: 4/4/2022

- ☐ 8D
- ☐ Document Change
- ☐ Performance Review
- ☐ Specific need for Development
- ☐ On-the-Job Training
- ☐ Other: Day of Hire Orientation

Type of Training: Read and understand/Presentations

Classroom, On-the-Job, or Read & Understand

Instructor: Richard Sullivan

(if applicable)

List or Summary of Topics and Documents Covered:

Hazmat & Machine Guarding

New Hire Required Training (SBID16)

Day of Hire Orientation

GDP

Continental Saves Lives Video

Employee Signature Log

Lock Out Tag Out

Confidentiality, Gossip, and Harassment (SBTR014)

Covid-19 Prevention Tips Booklet

Instructor or Manager Signature: _____

Trainee Signature: _____

Instructor or Manager Printed Name: _____

SBQF331.00

APPENDIX H



MEMORANDUM

To: Cecelia Simpson
Human Resources Department

Pedro Vargas, Production Supervisor

From: Andrew Isaacs, AU10 operator

Date: June 17, 2022

Subject: Opportunity for Growth in Adversity

Summary:

This is a report of a situation between AU10 Operator, Andrew Isaacs, and a Quality Assurance employee, Maglene Ayala. The circumstances reflect intolerance for another employee and indicate urgent human development training.

Quality:

Measurable and harmonious chemistry between people, technology, and strategy. Behavior and approach are essential triggers for quality.

Situation:

On June 15, 2022, QA employee Maglene Ayala (hereinafter called "QA") approached AU10 operator Andrew Isaacs (hereinafter called "AU10") with regard to one (1) defective sample strip submitted to the Quality Assurance Department. The AU10 has submitted in excess of 100 sample strips, which indicate a less than 1% error. The criterion for inspection of the sample strip is visual, making it possible for human error.

The QA approached AU10 in a martial manner and inflicted repetitive outbursts on that single error, resembling the way an adversary corners her opponent and challenging the nature of my training. Yet AU10 has delivered excellent work product without incident in less than two months, functioning independently after about one month. It is considerably devaluing and insulting for anyone to disregard and disrespect another, using a pretext to cover insincere motives.

Mr. Vargas asked me to meet with Ms. Simpson to whom I spoke on June 15, 2022.

Condition Precedence:

The QA has repeatedly demonstrated a disrespectful and confrontational approach toward AU10. The following observations were made during AU10's interaction with QA and recalls QA's statements:

APPENDIX I

Cecelia Simpson
Pedro Vargas
June 17, 2022
Page 2 of 2

1. The washer/dryer needs to be cleaned weekly;
2. The packaging on the stacking tray were not properly oriented with a continuing meltdown in QA's behavior;
3. Pernicious and aggressive tone, directly inflicting terror and fear; and
4. Condescending disposition.

The AU10 was not responsible for any of the conditions in items 1 – 2. There was never any particular instructions that the packaging tray needed a specific orientation. Further, the tray is movable, and AU10 had no information on criteria to load finished product.

Tactica Adversa:

Principle that involves the use of minimum resistance to explore the full scope of an adversary.

The AU10 patiently tolerated QA who continued to further explore methods of demeaning AU10. This analysis is grounded by the fact that AU10 had never engaged QA during any of the previous confrontational behavior.

Indication:

The QA's motive is driven by lack of experience in operating in complex and diverse situations, suggestive of positional insecurity and cultural bigotry. This presents the finding that QA's limitations may be a microcosm of a broader issue affecting the production facility. Ultimately, the purpose of quality is defeated.

Thank you.

Andrew Isaacs
954-618-9028
aisaacs11@comcast.net

**MEMORANDUM**

To: Cecelia Simpson
Human Resources Department

From: Andrew Isaacs, AU10 operator

A handwritten signature, likely of Andrew Isaacs, written in dark ink.

Date: August 1, 2022

Subject: Chemical Exposure & OSHA Compliance

Summary:

Whether the exposure to chemical in washer system on the AU10 machine is in compliance with Occupational Safety And Health Administration ("OSHA"); and whether Andrew Isaacs ("Isaacs"), AU10 operator, has a duty to clean industrial chemical by-product.

Situation:

On the morning of August 1, 2022, Isaacs was approached by Edward Cobb who affirmatively instructed him to clean the washer. Isaacs pointed out that Cobb had intended to provide cleaning equipment since June 7, 2022, but it was not provided. Further, Isaacs was interrupted while explaining his concern about handling the chemical waste whose composition is unknown.

Additionally, Cobb directed Isaacs to wear gloves without any confirmation whether the gloves obstruct chemical permeation. Isaacs suggested that this will need further resolution. Cobb asserted, "this is the resolution." Essentially, Isaacs finds Cobb's behavior to lack understanding of Isaacs's genuine concern for his health and that the task is appropriate for his position. The cleaning of industrial waste is not a matter to trifle with its consequences.

Indication:

Cobb's expertise in chemical waste management needs to be established and his treatment of Isaacs demonstrates callous indifference.

Thank you.

Andrew Isaacs
954-618-9028
aisaacs11@comcast.net

APPENDIX J

**MEMORANDUM**

To: Cecelia Simpson
Human Resources Department

From: Andrew Isaacs, AU10 operator



Date: August 3, 2022

Subject: Continuing Pattern of Harassment & Hostile Work Environment

Summary:

Edward Cobb approached Isaacs's work area and left a blue container with a brush on the table, stating it is to be used for cleaning the washer.

Situation:

On the morning of August 3, 2022, Isaacs was approached by Edward Cobb who harassingly told him that the equipment that he brought was to be used to clean the washer. Isaacs had his phone in his hand and Cobb said, "you are not allowed to have your phone; this is the last time I am telling you." He walked away and Isaacs pointed his camera toward Cobb and he teasingly waived at Isaacs.

Isaacs never uttered a single word during the duration of Cobb's harassment and abusive conduct. See memorandum dated August 1, 2022, entitled "Chemical Exposure & OSHA."

Indication:

Cobb's continuing abuse and mistreatment of Isaacs is unbearable and weakens Isaacs's genuine ability and intent to provide top-class work product.

Thank you.

Andrew Isaacs
954-618-9028
aisaacs11@comcast.net

APPENDIX K



MEMORANDUM

To: Cecelia Simpson
Human Resources Department

From: Andrew Isaacs, AU10 operator

A handwritten signature, likely of Andrew Isaacs, in dark ink.

Date: August 3, 2022

Subject: Extended Pattern and Practice of Harassment & Hostile Work Environment

Summary:

Pedro Vargas, supervisor, approached Isaacs's work area and demanded that Isaacs clean the washer on the AU10 machine.

Situation:

On the afternoon of August 3, 2022, Isaacs was approached by Pedro Vargas who insisted that the washer gets cleaned. I explained to Vargas the issue with the unknown chemical spectrum and requested certification that the chemicals are safe to be handled by Isaacs who is not trained to dispose of chemical waste and it is not within Isaacs's duties. Further, Isaacs informed Vargas that, since exposure to the chemicals, his hands are stiff with a numbing sensation. Vargas responded that the chemicals are safe and FDA approved and Isaacs should wear the nitrile gloves, which he said is standard in hospitals and elsewhere. Isaacs told Vargas that the cleaning duty of the washer was never a part of my initial responsibilities. Vargas said cleaning the washer is Isaacs's duty and referenced the "Interplex Sunbelt (Medical) Work Instructions" in the Green Book and "Assembly Router (Daily Check)" documents, but could not validate his claim.

Vargas said, "I am not playing this game with you," and Isaacs responded, "Do you think I am playing a game with you?" In accusing Isaacs, Vargas said, "you are costing the company money."

This is the supervisory response over a serious potential health hazard that Vargas would like to recklessly dismiss without any regard to the cost to Isaacs's health.

Again, Vargas returned at about 5:03 p.m. and asked, "what time did you come in this morning?" Isaacs said, "I don't remember, but after 6:00 a.m." In his retaliatory action, Vargas instructed Isaacs to clock out for 10 hours, foreclosing Isaacs's overtime."

APPENDIX L

Cecelia Simpson
Page 2 of 2

Vargas's engagement comes after receiving your email on August 3, 2022 at 10:39 a.m. on a previous encounter with a different employee on the same issues. See memorandum dated August 3, 2022 entitled "Continuing Pattern of Harassment & Hostile Work Environment." In your email, it was stated, "A meeting will be scheduled with all the parties relating to your concern and we will follow up with you."

Indication:

There is a clear pattern of disregard for a safe work environment and for performance of activities by those appropriately trained in them. Vargas miscomprehends the importance of proper objection raised by Isaacs, instead displaying recalcitrance in his short-sighted conduct.

Thank you.

Andrew Isaacs
954-618-9028
aisaacs11@comcast.net



Interplex Sunbelt Medical - 6900

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Training Matrix Report

Andrew Isaacs**Job Title: Automation Operator**

Skill Set	Evaluated	Evaluated Date	Training Session	Training Date	Next Due Date
Communication Skill	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
IBS-Interplex Business System	No				Not Recurring
ISO 13485	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
ISO 14001	No				Not Recurring
ISO 9001	No				Not Recurring
Lean Manufacturing	No				Not Recurring
LPA - Layer Process Audit	No				Not Recurring
Organization Skill	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring

Document Name	Doc. Ref.	Rev #	Evaluated	Evaluated Date	Training Session	Training Date	Next Due Date
Quality Manual	QM820.05	2	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Quality Policy Statement	820.05.01	6	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Quality Objectives	820.05.02	3	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Environmental Policy Statement	820.05.03	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Safety Policy Statement	820.05.04	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Regulatory Inspections	820.05.05		No				Not Recurring
Organizational Chart	820.05.06	3	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Management Responsibility/Review Process	820.20		No				Not Recurring
Control of Monitoring and Measuring Devices	820.72	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Cosmetic Acceptance Criteria	820.72.02	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
SOP - Calibration Certificate Verification	820.72.03		No				Not Recurring
SOP - Conducting a Gage R&R Study	820.75.01		No				Not Recurring
Receiving and Acceptance Activities	820.80	2	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring

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APPENDIX M



Interplex Sunbelt Medical - 6900

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Document Name	Doc. Ref.	Rev #	Evaluated	Evaluated Date	Training Session	Training Date	Next Due Date
SOP - Control of Engineering Components	820.80.06		No				Not Recurring
Control of Non-Conformance Product	820.90	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Containment and Correction	820.90.01	1	Yes	5/5/2022	New Document - S1-EN- SOP-011 Containment and Correction rev. 1	5/17/2022	Not Recurring
SOP - Customer Related Process/Contract Review	820.20.01		No				Not Recurring
SOP - Quality Planning	820.20.02		No				Not Recurring
Internal Auditing Procedure	820.22	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Competence, Awareness and Training	820.25	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Design and Development	820.30	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Risk Management	820.31		No				Not Recurring
Documentation/Change Control	820.40	6	Yes	5/4/2022	New Document - S1-QA -QMS-011 Documentation/Change Control rev. 6	5/18/2022	Not Recurring
SOP - Document Change Request (DCR)	820.40.01	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
GDP - Good Documentation Practices	820.40.02	2	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Supplier Quality Requirements (Purchasing Data)	820.50.02		No				Not Recurring
Identification and Traceability	820.60	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Customer Property	820.61	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Production Process Control	820.70	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
SOP - Preventative Maintenance	820.70.03		No				Not Recurring
Reportable Incident	820.102	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Label Control	820.120	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Reels and Assemblies Packaging	820.130	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Material Handling Process	820.140	2	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
SOP - Contamination	820.70.06	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring

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Interplex Sunbelt Medical - 6900

139 Training Matrix Report

Document Name	Doc. Ref.	Rev #	Evaluated	Evaluated Date	Training Session	Training Date	Next Due Date
SOP - Process Deviations	820.70.07		No				Not Recurring
SOP - Manufacturing Line and Equipment Setup	820.70.09		No				Not Recurring
Production Process Controls of Engineering Builds	820.70.10	1	Yes	6/14/2022	New Document - S1-EN- SOP-018 Production Process Controls of Engineering Builds rev. 1	6/27/2022	Not Recurring
Corrective and Preventative Action (CAPA)	820.100	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Advisory Notices and Recall	820.101	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
LUMSUN001 Contact Stamping pri MS-0811	AR-1017		No				Not Recurring
General Assembly Router	AR-1020	6	Yes	4/21/2022	General Assembly Router Rev. 6	4/19/2022	Not Recurring
GDP - Good Documentation Practices Presentation	820.40.02	2	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Medical Device File	820.41		No				Not Recurring
Classification of Suppliers	820.50.01	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Control of Quality Records	820.180	2	Yes	6/15/2022	New Document - S1-QA -OMS-027 Control of Quality Records rev. 2	6/23/2022	Not Recurring
Device Master Record	820.181	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Customer Complaint Procedure	820.188	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Statistical Control Procedure	820.250		No				Not Recurring
SOP - Using ERP to Manage Inventory	820.70.12		No				Not Recurring
Pest Control	820.70.18	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Infrastructure	820.70.19	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Introducer Sharp Automation Procedures & Documents (AU-8) SCISUN015-1Z-8Z	GB-005		No				Not Recurring
Introducer Sharp Automation Procedures & Documents (AU-10) SCISUN015-1Z-8Z	GB-008		No				Not Recurring
Libre-Sunburst Automation Procedures and Documents FLXSUN019-5Z0ZZN	GB-009	4*	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Libre-PRO-Athena Automation Procedures and Documents FLXSUN019-4Z0ZZN	GB-010	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Full Hard Battery Contacts Automation Procedures and	GB-013	4*	Yes	4/18/2022	Onboard Training for New Hire Automation	4/12/2022	Not Recurring

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Interplex Sunbelt Medical - 6900

140 Training Matrix Report

Document Name	Doc. Ref.	Rev #	Evaluated	Evaluated Date	Training Session	Training Date	Next Due Date
Documents SCISUN020-3Z0ZZN					Operator (Andrew Isaac)		
Automation Operator	FM-HR-017	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Libre Pro (Athena) FLXSUN019-4Z0ZZN Automation Process Sheet	FM-PS-003-2A		No				Not Recurring
Battery Contact SCISUN020-3Z0ZZN Process Sheet Automation PRT28505	FM-PS-007-1A		No				Not Recurring
Full Hard Battery Contact Automation SCISUN020-3Z0ZZN	WI-1019		No				Not Recurring
Full Hard Battery Contact Automation SCISUN020-3Z0ZZN	WI-1037		No				Not Recurring
Sunburst Automation Machine Procedure	WI-1013		No				Not Recurring
Operating Instruction of Keyence (IM)	WI-1024	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Operator Self Inspection Requirements	WI-1026	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Production Label Placement	WI-1028	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Libre Pro (Athena) Automation Machine Procedure	WI-1014	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Introducer Sharps Automation AU10	WI-1016	4	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Battery Contact Inspection on Keyence	WI-1044	1	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Introducer Sharps Automation AU9	WI-1003	5	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Line Clearance	WI-1005	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Bulk Packaging of ABO-PRT23563 Sharp Reels	WI-1029	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Assembly Router Completion	WI-1033	0	Yes	4/18/2022	Onboard Training for New Hire Automation Operator (Andrew Isaac)	4/12/2022	Not Recurring
Neo (Hammerhead) Automation Procedures & Documents FLXSUN018-5Z0ZZN	GB-018	4	Yes	8/7/2022	New Document - S1-MF -GB-018 Neo (Hammerhead) Automation Procedures & Documents FLXSUN018-5Z0ZZN rev. 4	8/14/2022	Not Recurring
Battery Contact Automation Procedures & Documents SCISUN020-3Z0ZZN	GB-035		No				Not Recurring
Environmental Records			No				Not Recurring
Waste Disposal Environmental Procedure			No				Not Recurring

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Document Name	Doc. Ref.	Rev #	Evaluated	Evaluated Date	Training Session	Training Date	Next Due Date
Solvent Handling, Clean Up and Disposal			No				Not Recurring
Cardboard Recycling			No				Not Recurring
Scrap Metal Recycling			No				Not Recurring
Lead Handling and Identification Procedure			No				Not Recurring
Spill Response			No				Not Recurring
Battery Contact Inspection/Keyence			No				Not Recurring
Bottle and Can Recycling			No				Not Recurring
Automation Machine Data Collection for AUS and AU10			No				Not Recurring

* Not the most current version of the document

Diana Perry

From: Diana Perry
Sent: Thursday, September 15, 2022 2:46 PM
To: Andrew Isaacs
Cc: Cecelia SIMPSON
Subject: RE: Request for SDS for Chemicals Used in AU10 Machine

Andrew,

I cannot give you a copy of the SDS sheet because of the specific agreements we have in place with our customers. However, I can review a copy of the SDS sheet with you in HR. A copy of the SDS sheet is also available out in the shop floor, however, no pictures or copies can be made of the SDS sheets.

I would like to meet with you tomorrow morning as a follow up to our meeting on August 22nd. Please let me know if you have availability between 9-10am.

Best Regards,
 Diana

From: Andrew Isaacs <aisaacs11@comcast.net>
Sent: Thursday, September 15, 2022 1:47 PM
To: Diana Perry <diana.perry@us.interplex.com>; Cecelia SIMPSON <cecelia.simpson@us.interplex.com>
Subject: RE: Request for SDS for Chemicals Used in AU10 Machine

CAUTION: This email is originated from outside the organization. Do not click the links or open the attachments unless you recognize the sender and know the content is safe.

Dear Ms. Perry:

I am not available today as my shift is ending.

However, I specifically asked for a copy of the SDS, so I can properly prepare to review it with you. The information contained in the SDS is necessary for my due diligence that cannot be conducted impromptu.

Please inform whether you intend to provide a copy of the SDS with immediate effect.

Thank you for your attention.

Sincerely,

Andrew Isaacs
 954-618-9028

On 09/15/2022 12:32 PM Diana Perry <diana.perry@us.interplex.com> wrote:

APPENDIX O

1880 N.W. 59 Ave., Apt. B
 Sunrise, FL 33313
 954-618-9028

November 2, 2022

Ms. Diana Perry
 Human Resources Manager
 Interplex Sunbelt, Inc.
 6690 Hiatus Road
 Tamarac, FL 33321

RE: Constructive Discharge

Dear Ms. Perry:

I have extended patience and reason in several complaints, involving unknown chemical exposure, harassment, retaliation, pleas for answers, and discrimination. Interplex is bound by federal and state employment laws and regulations, yet the company has detoured from its legal and regulatory responsibilities to cast a shroud of secrecy over its operations. The impact has caused injury and created concern about workplace safety where there is toxic chemical exposure. In your repeated refusal to satisfy my requests by right, there is dangerous acknowledgement of discrimination, hostility, and retaliation directed at me.

Due to the ongoing turbulence of discriminatory practices, hostile work environment, retaliation and unknown toxic chemical exposure, I cannot continue to work in this environment subject to violation of policy, regulation, law and degradation of my humanity.

After futile pleading for resolution on several issues, the emotional, mental, and physical anguish are intolerable and reflect Interplex's crude and reckless behavior toward me. Interplex has effectively engaged in constructive discharge of my employment.

Therefore, I involuntarily withhold performing in the function of Automation Operator and will no longer report for duty until this situation is resolved pursuant to applicable employment laws, federal laws and OSHA safety regulations. Interplex has wilfully and intentionally deprived me of my employee rights, attempting to hold me hostage in its unlawful business operations.

Respectfully,



Andrew Isaacs

APPENDIX P

Safety Data Sheet (SDS)

Section 1: Chemical Product and Company Identification

Cat#: 6001, 6002, 6003, 6055

Part Name: Contrad NF

Supplier: Decon Laboratories Inc.
 460 Glennie Circle King of Prussia, Pa 19406
 SDS Telephone # (610) 755-0800

Emergency Telephone Numbers

US Chemtrec: (800) 424-9300
 Canada: (703) 527-3887

Identified uses: Laboratory use

Section 2: Hazards Identification:

Hazard Overview

Causes skin and eye burns

GHS Classification

Serious Eye Damage Cat 1C, Skin Corrosion Cat 1C, Eye Irritation Cat 2B

Signal Word: DANGER



Hazard and Precautionary Statements

H314 Causes severe skin burns and eye damage
 P280 Wear protective gloves/protective clothing/eye protection/face protection.
 P280A Wear Protective Gloves
 P302+P352 IF ON SKIN: Wash with plenty of soap and water.
 P305B IF IN EYES: Separate eyelids with finger tips.
 P315 Get immediate medical advice/attention
 P351 Rinse cautiously with water for several minutes.

NFPA Rating

Hazard Ratings:

These ratings are Decon Laboratories Inc.'s own assessments of the properties of the material using the ANSI/NFPA 704 Standard. Additional information can be found by consulting in the NFPA published ratings lists (List 325 and list 49).

Safety Data Sheet (SDS)

If no data is listed the information is not available

Health 3 Flammability 0 Reactivity 0

Section 3: Composition/ Information on ingredients

Note: Items listed with a CASRN number have no CAS# available

Item#	Name	EINECS	CAS #	% in Product
1	2-Propenoic acid, homopolymer	Unknown	0009003014	0-5
2	Gluconic acid	208-401-4	0000526954	0-5
3	Sodium hydroxide	215-185-5	0001310732	31-40
4	Water	231-791-2	0007732185	61-70

Section 4: First Aid Measures

Contact medical personnel immediately.
 Flush eyes with flowing water for at least 15 minutes.
 If swallowed, wash out mouth with water if person is conscious.
 Separate eyelids with finger tips.
 Wash skin with deluge of water for at least 15 minutes.

Section 5: Fire-Fighting Measures

Flash Point, deg. F: Not flammable Method: nap
 UEL: nap LEL: nap Autoignition temperature, deg. F: nap
 Flammability Classification: nap Flame Propagation Rate: nap
 Hazardous Combustion Products: nap

Section 6: Accidental Release measures

Any information listed below is to be considered in addition to internal guidelines for isolation of spill, containment of spill, removal of ignition sources from immediate area, and collection for disposal of spill by trained, properly protected clean up personnel.

Absorbs liquids on absorbent material.
 Contain spilled liquids.
 Protect personnel from exposure.

Section 7: Handling and Storage

Store at room temperature

Safety Data Sheet (SDS)

Section 8: Exposure Controls/ Personal Protection

OSHA (ACGIH) Exposure Limits

		TWA		STEL		CEILING	
		ppm	mg/	ppm	mg/	ppm	mg/
CAS # 0000526954	IDLH: NE						
OSHA		NE	NE	NE	NE	NE	NE
ACGIH		NE	NE	NE	NE	NE	NE
CAS # 0001310732	IDLH: 10 mg/m3						
OSHA		Not classified	2	-	-	-	-
ACGIH		-	-	-	-	-	2
CAS # 0007732185	IDLH: NE						
OSHA		NE	NE	NE	NE	NE	NE
ACGIH		NE	NE	NE	NE	NE	NE
CAS # 0009003014	IDLH: NE						
OSHA		NE	NE	NE	NE	NE	NE
ACGIH		NE	NE	NE	NE	NE	NE

The use of eye protection in the form of safety glasses with side shields and the use of skin protection for hands in the form of gloves are considered minimum and non-discretionary in work places and laboratories. Any recommended personal protection equipment or environmental equipment is to be considered as additional to safety glasses and gloves.

Use chemical splash goggles and face shield.
Use latex or equivalent gloves.

Chemical-resistant gloves should be worn whenever this material is handled. The glove material has to be impermeable and resistant to the product. Gloves should be removed and replaced immediately if there is any indication of degradation or chemical breakthrough. Rinse and remove gloves immediately after use. Wash hands with soap and water. All glove recommendations presume that the risk of exposure is through splash and not intentional immersion of the hands into the product. Since glove permeation data does not exist for this material, no recommendation for the glove material can be given for the product. Permeation data must be obtained from the glove manufacturer to determine if the glove is suitable for the task.

Section 9: Physical and Chemical Properties

Formula:	No data	Vapor Pressure:	Nap
Formula weight:	No data	Vapor Density:	Nap
Boiling Point:	255°F	Specific Gravity:	1.37
Melting Point:	46°F	pH:	>13

Safety Data Sheet (SDS)

Solubility: Miscible

Appearance: Liquid

Section 10: Stability and Reactivity:

Chemical Stability: Stable

Conditions to Avoid: None

Incompatibility with other materials: Acids

Hazardous Decomposition Products: None

Hazardous Polymerization: Will not occur

Section 11: Toxicological InformationAcute Data: sodium hydroxide LD50 acute dermal
rabbit 1350 mg/kg

Subchronic Data: No data

Section 12: Ecological Information

Moderately toxic to aquatic and terrestrial organisms because of its corrosive nature and tendency to reduce pH in an aquatic environment.

Section 13: Disposal Considerations

The following chart lists the status of the chemical and its components in reference to 40 CFR Part 261.33. If the product is listed by code number the substance may be subject to special federal and state disposal regulations. If no codes are listed the material must be disposed in compliance with all Federal, State and Local Regulations.

CAS #	Waste Code	Regulated Name
0000526954	not listed	not listed
0001310732	not listed	not listed
0007732185	not listed	not listed
0009003014	not listed	not listed

Section 14: Transportation InformationProper Shipping Name: SODIUM HYDROXIDE
SOLUTION

Safety Data Sheet (SDS)

Chemical Name:
 UN # UN1824
 Class 8
 Packing Group: II

Section 15: Regulatory Information

All components of this product are on the TSCA public inventory.

Prop 65 - Column A identifies those items which are known to the State of California to cause cancer, Column B identifies items which are known to the State of California to cause reproductive toxicity.

CAS#	Column A	Column B
0000526954	no	no
0001310732	no	no
0007732185	no	no
0009003014	no	no

State Regulatory Information :If a CAS# is listed below this material is subject to the listed state right-to-know requirements.

CAS#	
0000526954	Not listed
0001310732	Not listed
0007732185	Not listed
0009003014	Not listed

SARA Toxic Release Chemicals(as defined in Section 313 of SARA Title III)
 This list identifies the toxic chemicals, including their de minimis concentrations for which reporting is required under Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA). The list is also referred to as the Toxics Release Inventory (TRI) List.

CAS#	Regulated Name	De minimis conc. %	Rep Thres.
0000526954	Not Listed	Not Listed	Not Listed
0001310732	Not Listed	Not Listed	Not Listed
0007732185	Not Listed	Not Listed	Not Listed
0009003014	Not Listed	Not Listed	Not Listed

SARA Extremely Hazardous Substances and TPQs
 This list includes hazardous chemicals as defined in 29 CFR 1910.1200(c); and extremely hazardous substances regulated under Section 302 of SARA Title III with their TPQs (in pounds), as listed in 40 CFR 355, Appendices A and B.

CAS#	Regulated Name	TPQ (pounds)	EHS RQ (pounds)
------	----------------	--------------	-----------------

Safety Data Sheet (SDS)

0000526954	Not Listed	Not Listed	Not Listed
0001310732	Not Listed	Not Listed	Not Listed
0007732185	Not Listed	Not Listed	Not Listed
0009003014	Not Listed	Not Listed	Not Listed

CERCLA

The hazardous substances, and their reportable quantities (RQs) are listed in the federal regulations at 40 CFR Part 302, Table 302.4. Release of a CERCLA hazardous substance in an amount equal to or greater than its RQ, in any 24-hour period, must be reported to the National Response Center at (800) 424-8802.

CAS#	Regulated Name	RQ (pounds)
0000526954	Not listed	Not listed
0001310732	Not listed	Not listed
0001310732	Sodium hydroxide	1,000
0007732185	Not listed	Not listed
0009003014	Not listed	Not listed

Section 16: Other Information

Date of Issue: 12/01/1995

Date of Revision: 05/01/2018

Decon Laboratories, Inc. provides the information contained herein in good faith but makes no representation as to its comprehensiveness or accuracy. Individuals receiving this information must exercise their independent judgment in determining its appropriateness for a particular purpose. Decon Laboratories, Inc. makes no representations or warranties, either expressed or implied of merchantability, fitness for particular purposes with respect to the information set forth herein or to which the information refers. Accordingly, Decon Laboratories, Inc. will not be responsible for damages resulting from the use of or reliance upon this information.

End of Safety Data Sheet

Hazard Communication Program

Introduction

In order to fulfill its obligation to protect the health and safety of employees, **Interplex Sunbelt** has developed the following hazard communication standard (HCS) program to comply with Occupational Safety and Health Administration (OSHA) standards 29 CFR 1910.1200. **Interplex Sunbelt** will develop hazardous-chemical lists, obtain safety data sheets (SDS) for each hazardous material or substance used and provide training to our employees so they have a thorough understanding of what is required of the standard.

The program administrator will be the site EHS lead. Copies of the written program, including the written chemical inventory list and SDS, will be made available upon request. Additionally, a copy of the written program will be kept at employee communication boards at each building. The master copy will be retained in the site's document control system and can be provided by the EHS lead or HR team.

Scope

This program applies to all normal and emergency work operations, as required by local, state and federal regulations.

Chemical Inventory List

A chemical inventory list will be developed by the program administrator. The master list will be kept within the document control system. A project-specific chemical inventory list will be developed for each project and maintained at the job site along with the appropriate MSDSs. When new chemicals arrive at a project site, a copy will be made of the MSDS, and the original will be sent to the home office. Any new chemicals will be added to the project's chemical inventory list as needed.

Hazard Determination

It will be the policy of **Interplex Sunbelt** not to evaluate hazardous chemicals purchased from suppliers or manufacturers. The suppliers and manufacturers will be relied upon to supply the information needed to satisfy standard requirements. The SDS will be reviewed for completeness and additional information from the manufacturer will be requested if needed.

Safety Data Sheets

All SDS will be maintained by the program administrator.

As new contracts are awarded, a project-specific chemical inventory list will be created and maintained separate from the master list until final approvals are granted and stored as part of the project along with applicable SDS. The project manager will be responsible for maintaining the program for the project's duration.

Filed February 22, 2023 1:47 AM ET Office of the Judges of Compensation Claims.

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When the job is complete, all SDS and final chemical inventory list shall be provided to the program administrator for archiving and inclusion into the main program as appropriate.

If a chemical arrives without a SDS, the program administrator will be notified. The program administrator will begin the process of obtaining the SDS. If for some reason the SDS is not available online a special alert will be placed to notify employees of the status of the SDS and the immediately known hazards.

Container and Warning Labels

The program administrator will have the responsibility of acquiring hazard warning labels and making them available for each project. Labels will be consistent throughout the entire company. They will contain, at a minimum, the following information:

- identity of the chemicals
- all potential hazards associated with the chemical
- manufacturer's name, address and telephone numbers

Each project manager or other designated person will have the responsibility of assuring that all labels are affixed on containers properly. As new products arrive at the project, the project manager or other designated person will inspect the containers for labels. If the container is in need of a label, the project manager will affix one. No product will be used until it is properly labeled.

All portable containers will be dedicated to a single chemical and labeled with the appropriate information. The only exception to this rule is buckets of hot asphalt. Because of the elevated temperature of hot asphalt, labeling becomes impractical. The training program will specifically address this exception, informing all affected employees about wearing proper personal protective equipment (PPE) and other hazards associated with hot asphalt.

If a label falls off, it will be the responsibility of the project manager to replace it. If the label falls off in the home office area, it will be the responsibility of the program administrator to replace the label. In both circumstances, the container will be removed from service until a new label is affixed.

Nonroutine Tasks

On occasion, **Interplex Sunbelt** may be required to perform nonroutine tasks that may involve the use of hazardous substances. If such a need arises, a special training course will be conducted to inform employees of the potentially hazardous chemicals they may be exposed to during the nonroutine operation and measures they can take to avoid those exposures.

Informing Contractors

Any contractor with employees working in the **Interplex Sunbelt** workplace will be informed of the hazardous chemicals to which the contractor's employees may be exposed while performing their work. The contractor will take appropriate protective measures, as determined by the MSDS provided. **Interplex Sunbelt** management also will confer with the contractor's management as appropriate to discuss any hazards particular either to the work the contractor will be performing or the work area in which the work will be performed. Management or the program administrator will describe the labeling system used at **Interplex Sunbelt**.

In addition, **Interplex Sunbelt** will require any contractor who intends to bring any hazardous chemicals to the workplace to provide an MSDS for each such chemical. The contractor will further be required to explain (orally or in writing) any precautionary measures necessary to protect employees during normal operation conditions or in foreseeable emergencies. The contractor also will explain his company's system for labeling hazardous chemicals. **Interplex Sunbelt** will train, or require the contractor to train, any **Interplex Sunbelt** employee who may be exposed to hazardous chemicals used by the contractor as provided in the employee training section.

Training

Employees who potentially could be exposed to hazardous chemicals will receive training in the elements of the hazard communication standard. During their initial training, they also will receive an overview of the chemicals typically used in the roofing industry. As new hazards are introduced, additional training will be conducted. Occasionally, we will use toolbox safety talks to discuss a specific chemical used at a project site. The typical training session will address the following:

- a summary of the company's written program and the OSHA HCS
- methods of detecting hazardous chemicals, including a description of the hazards' chemical and physical properties
- health hazards and signs or symptoms of exposure
- proper work practices for working with a hazardous substance
- PPE selection
- emergency procedures and first aid for spills and other exposures
- locations of SDSs and the written program

- how to read a SDS
- the type of labeling system the company uses and how to interpret the information contained on the label
- how to obtain additional information

The training program will be conducted initially and as new hazards are introduced. Periodic training will be conducted to further inform our employees of hazardous chemicals and the methods of safeguarding themselves. At least annually, refresher training will be conducted to reacquaint everyone with the standard and discuss any changes made to the program.

The training program elements will be reviewed at least annually.

Foremen and superintendents will receive additional training so that all field supervision will feel confident answering any questions the roofing crew may have. At a minimum, field supervision should be able to select the proper PPE for any given chemical and direct technical questions to the safety director.

At the conclusion of each training session, a question-and-answer period will be held so that employees can voice any further concerns on the topic. Each employee will sign an attendance form and write down his social security or employee identification number. The form will indicate where and when the training was conducted, what was covered, and who conducted the session. It will be dated and signed by the trainer. If a particular MSDS was discussed, a copy of it will be attached to the attendance form.

Chemical Inventory List

MSDS on file? Y/N	Product ID No.	Product Name	Manufacturer's name, address, city, state ZIP	Mfg's phone emergency phone numbers

Isaacs?

MR. ISAACS: It's an SDS report.

(RFH: 90; ln. 8 – 12)

Q You do?

A Yeah, that the SDS for one of the chemical that was
[inaudible].

Q Okay. And you did provide me this when it was
requested on --

A An article? No.

Q Okay.

A We -- we are not required to provide a hard copy. We
don't require to employees know what chemical

(RFH: 90; ln. 17 – 25)

[inaudible]. So we don't -- we are not required to give SDS and provide for
employees.

(RFH: 91; ln. 1 – 2)

Q Are you required to provide a hard copy of an SDS
report upon request?

A No.

(RFH: 119; ln. 8 – 10)

Q Okay. Did you earlier say that you received no

APPENDIX S

e-mail from anyone?

A No. So I never received an e-mail telling me that somebody get hurt on this machine. I received just an e-mail that say, some -- one employee have a concern about the chemical, then we will set a meeting. And I (RFH: 137; ln. 20 – 25)

went to that meeting. And I provided that information to Mr. Isaac [sic] about what chemical is in that machine and all the information that was required. And again, I'm not required to provide a hard copy of the SDS, but I provide the information about what chemical it is, and this information is SDS book.

Q Tell us how, Mr. Gileno, you provided this information to me.

A It was a verbal communication. It wasn't me. (RFH: 138; ln. 1 – 9)

Mr. Gileno testified: "And I provided that information to Mr. Isaac [sic] about what chemical is in that machine and all the information that was required. (RFH: 138; ln. 1 – 3) Subsequently, he testified: "It was a verbal communication. It wasn't me," (RFH: 138; ln. 9) blatantly contradicting his very own testimony that he provided information to Appellant.


Also, Mr. Gileno testified: "And again, I'm not required to provide a hard copy of the SDS." (RFH: 138; ln. 3 - 5) However, the Hazard Communication Program stated: "Copies of the written program, including the written chemical

Training certification. Employees and supervisors that have received and successfully completed the training and field experience specified in paragraphs (e)(1) through (e)(4) of this section shall be certified by their instructor or the head instructor and trained supervisor as having successfully completed the necessary training. *A written certificate shall be given to each person so certified. Any person who has not been so certified or who does not meet the requirements of paragraph (e)(9) of this section shall be prohibited from engaging in hazardous waste operations.* (Italics added). 29CFR §1910.120(e)(6)

Claimant's job description does not, in any way, support the presence of clean-up operations as defined by Occupational Safety and Health Act (OSH Act). See infra Automation Operator Job Description.

Interplex		Automation Operator Job Description	
The Automation Operator reports to the Production Supervisor/Manager and is responsible for all of the basic production requirements that are relative to production needs when it comes to parts and packaging production.			
<ol style="list-style-type: none"> 1. High School Diploma or equivalent 2. Has an understanding of manufacturing processes. 3. Able to read and understand work instructions. 4. Proficient in using documentation in accordance with Good Documentation Procedures. 5. Able to read the production orders of time. 6. Ability to lift materials of an average weight of 50 lbs. 7. Able to work a flexible schedule which may include overtime and weekends. 			
<ol style="list-style-type: none"> 1. Machine running experience 			
<ol style="list-style-type: none"> 1. Be involved with a continuous improvement program (CIP) on the production. 2. Assist in the set-up. 3. Run the job on the machine as assigned. 4. Verify that all proper information on the process sheet is followed when running (for each individual job). 5. Maintain good housekeeping and a safe working environment at all times in the working area. 6. Observe the continuous operation of the automated machine. 7. Verify that input batches into the production terminal (HYDRA) and print output batches to the correct quantity. 8. Verify the information inputted aligns with the process sheet. 9. Audit finished parts for visual acceptance and understand the defect/reject criteria. 10. Monitor records of any studies in progress. 11. Follow work instructions along with company policies and procedures. 12. Achieve performance to the daily targets and outputs. 13. Prioritize work on the machine, parts, and/or production terminal (HYDRA) seek the Automation Lead or Production Supervisor for assistance. 14. Take part samples to Quality and document in submission book. 15. Alert the machine if a quality or safety concern arises. 16. Verify with Supervisor or Production Manager that the job is completed. 17. Clean machine and surrounding areas, during job run and after job completion. 18. Identify and investigate downtime as needed and applicable. 19. Other duties as assigned by the supervisor. 			

APPENDIX T

 Interplex	Interplex Sunbelt (Medical) Quality Manual QMS Procedure Manual	DOC LEVEL:	1
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Section 5: Management Responsibility

5.1 Management Commitment (21 CFR 820.20)

Top Management, which consists of the General Manager /or Designee, the Quality Assurance Manager and the Operations Manager, with executive authority have been actively involved in the implementation of the Quality Management System (QMS). They have provided the vision and strategic direction for the growth of the QMS, and established quality objectives and the quality policy.

They have provided evidence of their commitment to the development and implementation of the quality management system and maintaining its effectiveness by:

- Communicating the importance of meeting customer, statutory, and regulatory requirements
- Establishing quality objectives
- Establishing the quality policy
- Conducting management reviews (minimum once per year)
- Ensuring the availability of resources

Executive management has communicated with each employee via training and procedure the importance of meeting customer requirements and regulatory requirements.

Management has established a Quality Policy and Quality Objectives which are posted throughout the facility. All employees are trained on the content and the meaning of both (see S1-QA-POL-001 Quality Policy and S1-QA-SOP-002 Quality Objectives).

5.2 Customer Focus

Interplex Sunbelt (Medical) strives to identify current and future customer needs and to meet customer requirements. Customer's requirements drive the designs and production process at Interplex Sunbelt (Medical) and are met prior to the manufacturing of any medical device components.

Top Management ensures customer requirements are understood and met, by requiring compliance with documented customer communication procedures. Customer requirements are determined, converted into internal requirements and communicated to the appropriate people in our organization. The S1-QA-SOP-012 Customer Related Processes/Contract Review procedure documents this process.

5.3 Quality Policy (21 CFR 820.20(a))

Top Management ensures that the Quality Policy includes a commitment to comply with requirements and to maintain the effectiveness of the Quality Management System. The Quality Policy is communicated to all employees. It is included in new employee training and training on the QMS. It is posted in prominent places throughout the facility to maintain high standards within our organization.

Management reviews the Quality Policy at each Management Review meeting to determine the policy's continuing suitability for our organization. Documentation Control is responsible to ensure all posted Quality Policies are current.

5.4 Planning (21 CFR 820.20(d))

5.4.1 Quality Objectives (21 CFR 820.20(a))


Quality Objectives are established to support our organization's efforts in achieving our Quality Policy and reviewed at minimum annually for suitability. Objectives have been established in the following areas:

- Customer specification & requirements

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APPENDIX U

 Interplex	Interplex Sunbelt (Medical) Quality Manual QMS Procedure Manual	DOC LEVEL:	1
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- Safety & OSHA requirements
- Regulatory & ISO requirements per Internal Audit Process
- CAPA Process
- Cost of Poor Quality (COPQ)

Quality Objectives are measurable, and reviewed against performance goals at each Management Review meeting.

Quality Objectives are documented in S1-QA-SOP-002. Document Control is responsible to ensure all posted objectives are current.

5.4.2 Quality Management System Planning (21 CFR 820.20(b1) & 21 CFR 820.20(d))

The Quality System has been planned and implemented to meet our Quality Objectives and the requirements of 4.1 of the ISO 13485:2016 standard. Quality planning takes place as changes affecting the quality system are planned and implemented. Quality planning follows S1-QA-SOP-013 Quality Planning procedure.

5.5 Responsibility, Authority and Communication (21 CFR 820.20)

5.5.1 Responsibility and Authority (21 CFR 820.20(b3))

An organizational chart has been established to show the interrelation of all personnel who manage, perform, and verify work affecting quality. The organizational chart is documented in S1-HR-SOP-006. Management ensures that each position has the independence and authority to perform these tasks. Job descriptions define the responsibilities and authorities of each of the positions on the organizational chart. Job descriptions and the organizational chart are reviewed and approved by Top Management for accuracy. These documents are available throughout the organization to communicate responsibilities and authorities.

The General Manager, which is considered "management with executive responsibility", reports directly to the Vice President of Interplex and is directly responsible for all P&L activities of the company. He directs all critical functions including quality, continuous improvement, manufacturing, engineering, sales, accounting and administration. The Global Quality Assurance Manager reports directly to the Vice President of Interplex Medical Business Unit which establishes an independent reporting entity.

The Global Quality Assurance Manager is responsible for establishing and monitoring post-production and reporting adverse events to Top Management and the regulatory agencies. This position is directly responsible for all Quality Assurance/Quality Control Activities.

5.5.2 Management Representative (21 CFR 820.20(b3))

The Global Quality Assurance Manager has been appointed by Top Management as the Management Representative. The Management Representative has the following responsibility and authority:

- Ensure that processes needed for the Quality Management System are established, documented, and implemented.
- Report to Top Management on the effectiveness of the Quality Management System and note needed improvements.
- Promote awareness of customer and regulatory requirements throughout the organization.
- As appropriate, ensure the promotion of awareness of regulatory and customer requirements throughout the organization.
- Act as a liaison with external parties such as customers or auditors on matters relating to the QMS.

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Office of the Judges of Compensation Claims

ICC Home	Case	Docket	Benefits	Schedule	Comments	File Document	Filings by Date	Mediator Schedule	Reports	Registered ECs	Name Search	Vacation
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Case No:

Case No.: 22-021848MJR Judge: Ring Mediator: Schmidt

Andrew Isaacs
vs
Interplex Sunbelt, Inc.

ID	Date	Pleading	
127	09/07/2023	Notice of Hearing.	
126	09/07/2023	Order Rescheduling motion hearing	
125	09/07/2023	Motion Hearing scheduled for Sep 20 2023: 2:00 pm: Lauderdale Lakes, FL	
124	09/06/2023	Motion for Continuance filed by Andrew McLaren Isaacs	
123	08/31/2023	Transmittal of documents to the First District Court of Appeal.	
122	08/30/2023	Order on Motion for Indigency to be Relieved of Costs of Appeal	
121	08/23/2023	Claimant's Verified Petition for Relief from Paying Filing Fee filed by Andrew McLaren Isaacs	
120	08/23/2023	Notice of Appeal filed by Andrew McLaren Isaacs	
119	07/28/2023	Notice of Hearing.	
118	07/28/2023	Motion Hearing scheduled for Sep 7 2023: 2:00 pm	
117	07/27/2023	Final Compensation Order	
116	07/25/2023	Order Denying Motion to Dismiss	
115	07/21/2023	Motion to Dismiss filed by Andrew McLaren Isaacs	
114	07/21/2023	Motion to Dismiss filed by Andrew McLaren Isaacs	
113	07/21/2023	Notice of Lien filed by Elvis J. Adan	
112	07/21/2023	Notice of Appearance filed by Elvis J. Adan	
111	07/14/2023	Order on motion to dismiss.	
110	07/07/2023	Motion to Dismiss filed by Andrew McLaren Isaacs	
109	07/07/2023	Depositions: Claimant taken 2/13/23 (Exhibits Only) filed by Salisu "Sal" A Richardson	
108	07/07/2023	Depositions: Claimant taken 2/13/23 (Transcript Only) filed by Salisu "Sal" A Richardson	
107	07/07/2023	Outgoing Correspondence Memo to Counsel FH	
106	07/07/2023	Memorandum of Law for Final Hearing of July 10, 2023 filed by Salisu "Sal" A Richardson	
105	07/05/2023	Memorandum in Support of Final Hearing on July 10, 2023 filed by Andrew McLaren Isaacs	
104	06/23/2023	Witness List and Exhibit List filed by Andrew McLaren Isaacs	
103	06/08/2023	Re-Notice of Subpoena for Trial	
102	06/08/2023	Re-Notice of Subpoena for Trial	
101	06/08/2023	Re-Notice of Subpoena for Trial	
100	06/08/2023	Order Granting motion to strike attachments to motion to admit	
99	06/08/2023	Order denying motion to strike attachments to motion to admit	
98	06/07/2023	Re-Notice of Hearing.	

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APPENDIX V

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Docket

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97		06/07/2023	Final Hearing scheduled for Jul 10 2023: 1:30 pm: Lauderdale Lakes, FL	
96		06/05/2023	Verified return of Service	
95		06/05/2023	Verified return of Service	
94		06/05/2023	Verified return of Service	
93		06/01/2023	Subpoena for Trial	
92		06/01/2023	Subpoena for Trial	
91		06/01/2023	Subpoena for Trial	
90		06/01/2023	Order on claimant's motion for issuance of subpoenas	
89		05/31/2023	Order on motion for issuance of subpoenas	
88		05/25/2023	Order Granting Substitution of Counsel	
87		05/23/2023	Stipulation for Substitution of Counsel filed by Sal Richardson	
86		05/18/2023	Order denying motion to vacate order	
85		05/17/2023	Motion to Vacate filed by Andrew McLaren Isaacs	
84		05/16/2023	Notice of Hearing.	
83		05/16/2023	Motion Hearing scheduled for May 31 2023: 2:00 pm	
82		05/11/2023	Order denying motion for declaratory judgement	
81		05/11/2023	Order Denying Motion to Dismiss	
80		05/11/2023	Order Denying Motion to Compel	
79		05/11/2023	Order on motion to strike claims on pretrial filed on 01-20-2023	
78		05/08/2023	Motion for Issuance of Subpoenas for Witnesses to Appear and Testify in Person at the Final Hearing on July 10, 2023 at 9:30 a.m filed by Andrew McLaren Isaacs	
77		03/23/2023	Changes made to page 6 of Uniform Pretrial stipulation	
76		03/22/2023	Uniform Pretrial Stipulation and Pretrial Compliance Questionnaire filed by Andrew McLaren Isaacs	
75		03/22/2023	Uniform Pretrial Stipulation and Pretrial Compliance Questionnaire filed by Sal Richardson	
74		03/17/2023	Order Rescheduling final Hearing	
73		03/17/2023	Final Hearing scheduled for Jul 10 2023: 09:30 am: Lauderdale Lakes, FL	
72		03/17/2023	PreTrial Hearing scheduled for Mar 23 2023: 09:30 am: Lauderdale Lakes, FL	
71		03/15/2023	Outgoing Correspondence Memo to Counsel FH	
70		02/27/2023	Response to Motion for Declaratory Judgement on Fundamental Errors Affecting Substantial Rights Pursuant to Section 90.104(3), Fla. Stat.; Constructive Discharge Pursuant to Section 440.205, Fla. Stat.; and Tampering with and Harassing Claimant Pursuant to Section 914.22, Fla. Stat filed by Sal Richardson	
69		02/27/2023	Objection to Claimant's Notice of Filing filed by Sal Richardson	
68		02/27/2023	Objection to Motion to Admit, and Motion to Strike Attachments to Same filed by Sal Richardson	
67		02/23/2023	Claimant's Notice of Filing_022323 filed by Andrew McLaren Isaacs	
66		02/22/2023	Claimant's Motion to Admit_022223 filed by Andrew McLaren Isaacs	
65		02/22/2023	U.S. Dept. of Labor_OSHA Complaint No. 1966473_Letter_020323 filed by Andrew McLaren Isaacs	
64		02/22/2023	Progress Toward Safe Nanotechnology in the Workplace, A Report from the NIOSH Nanotechnology Research Center filed by Andrew McLaren Isaacs	
63		02/22/2023	Reference Manual on Scientific Evidence, Second Edition, Federal Judicial Center 2000 filed by Andrew McLaren Isaacs	

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62		02/22/2023	Employer's Whistleblower Response dated February 2, 2023 filed by Andrew McLaren Isaacs	
61		02/22/2023	Claimant's Whistleblower Rebuttal dated January 19, 2023 filed by Andrew McLaren Isaacs	
60		02/22/2023	Medical/Exempt Records - Employer's Whistleblower Position Statement dated January 13, 2023 filed by Andrew McLaren Isaacs	
59		02/22/2023	Claimant's Statement of Whistleblower Complaint dated November 11, 2022 filed by Andrew McLaren Isaacs	
58		02/22/2023	Claimant's Selected OSHA Regulations filed by Andrew McLaren Isaacs	
57		02/22/2023	Employer/Carrier Hazard Communication Program_not controlled document filed by Andrew McLaren Isaacs	
56		02/22/2023	Distinguishing Clean-up Operation from Wipe-down Activity filed by Andrew McLaren Isaacs	
55		02/22/2023	Articulating the Evidence of Constructive Discharge filed by Andrew McLaren Isaacs	
54		02/22/2023	Claimant's Letter of Constructive Discharge filed by Andrew McLaren Isaacs	
53		02/22/2023	Medical/Exempt Records - Claimant's Personnel File filed by Andrew McLaren Isaacs	
52		02/20/2023	Motion for Findings of Fact and Conclusions of Law filed by Andrew McLaren Isaacs	
51		02/20/2023	Claimant's Notice of Selected Personnel File, Email and Text Correspondences in Support of Claimant's Notice of Tampering with and Harassing Claimant filed February 17, 2023 filed by Andrew McLaren Isaacs	
50		02/17/2023	Claimant's Notice of Fundamental Errors; Notice of Coerdon; and Notice of Tampering with and Harassing Claimant filed by Andrew McLaren Isaacs	
49		02/15/2023	Notice of Hearing.	
48		02/15/2023	Motion Hearing scheduled for Feb 27 2023: 3:00 pm	
47		02/15/2023	Order Admitting Medical Records in Evidence.	
46		02/14/2023	Claimant's Notice of Employer/Carrier's Untimely Production of Documents filed by Andrew McLaren Isaacs	
45		02/14/2023	Response to Claimant's Response in Objection to Employer/Carrier's Motion to Admit Medical Records in Accordance with Section 440.29(4) filed by Andrew McLaren Isaacs	
44		02/14/2023	Notice of Hearing.	
43		02/14/2023	Motion Hearing scheduled for Feb 27 2023: 3:00 pm	
42		02/13/2023	Motion to Admit Medical Records in Accordance with Section 440.29(4) filed by Sal Richardson	
41		02/13/2023	Pre-Trial Amendment filed by Sal Richardson	
40		02/13/2023	Response to Motion to Dismiss filed by Sal Richardson	
39		02/07/2023	Order Granting Substitution of Counsel	
38		02/06/2023	Joint Stipulation of Substitution of Counsel filed by Sal Richardson	
37		02/03/2023	Notice of Appearance filed by Sal Richardson	
36		02/01/2023	Motion to Dismiss filed by Andrew McLaren Isaacs	
35		02/01/2023	EC Response to Motion to Compel filed by Marjorie H. Sachs	
34		01/25/2023	Motion to Compel filed by Andrew McLaren Isaacs	
33		01/25/2023	Notice of Hearing.	
32		01/25/2023	Motion Hearing scheduled for Feb 27 2023: 3:00 pm	
31		01/23/2023	Party's Verified Request for Complete eJCC Access to the Party's Case - Granted 1/23/23	
30		01/23/2023	Response to Motion to Dismiss filed by Andrew McLaren Isaacs	
29		01/20/2023	Motion to Strike Claims filed by Marjorie H. Sachs	
28		01/20/2023	Amended Pretrial Stipulation filed by Marjorie H. Sachs	

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27		01/20/2023	Uniform Pretrial Stipulation and Pretrial Compliance Questionnaire filed by Andrew McLaren Isaacs	
26		01/19/2023	Uniform Pretrial Stipulation and Pretrial Compliance Questionnaire filed by Marjorie H. Sachs	
25		01/19/2023	Uniform Pretrial Stipulation and Pretrial Compliance Questionnaire filed by Marjorie H. Sachs	
24		01/19/2023	Medical/Exempt Records filed: Diagnostics from Dr. Martin Price filed by Marjorie H. Sachs	
23		01/19/2023	Medical/Exempt Records filed: Medical Notes from Concentra filed by Marjorie H. Sachs	
22		01/19/2023	EC Notice of Filing filed by Marjorie H. Sachs	
21		01/19/2023	Proposed Pretrial Statement filed by Andrew McLaren Isaacs	
20		01/11/2023	Mediation Conference Report	
19		01/06/2023	Mediation Conference scheduled for Jan 11 2023; 2:30 pm	
18		01/06/2023	Notice of Mediation	
17		01/05/2023	Claimant's First Request For Production filed by Andrew McLaren Isaacs	
16		01/04/2023	Order Discharging Order to Show Cause	
15		01/03/2023	Incoming Correspondence - Claimant's Response to Order to Show Cause	
14		12/29/2022	Order to Show Cause for failure to attend mediation conference	
13		12/13/2022	Mediation Conference Report	
12		10/31/2022	Order on Motion to Withdraw as Counsel for Employee	
11		10/28/2022	Motion to Withdraw as Counsel filed by Elvis J. Adan	
10		10/17/2022	Notice of Mediation, Pretrial Conference, Final Hearing, and Pre-Hearing Order sent out. (hearing set for Dec 13 2022: 13:30: , FL); copies furnished to Elvis Adan (via email to elvis.adan@gallardolawyers.com;employment@gallardolawyers.com); Marjorie Sachs (via email to msachs@travelers.com;cappleby@travelers.com); Charter Oak Fire Insurance Co. (via email to FLTICCC@travelers.com,)	
9		10/17/2022	Response to Petition for Benefits filed by Yessenia Betancourt Catala	
8		09/27/2022	EC Notice of Unavailability filed by Marjorie H. Sachs	
7		09/27/2022	Notice of Disclosure filed by Marjorie H. Sachs	
6		09/27/2022	Notice of Appearance filed by Marjorie H. Sachs	
5		09/08/2022	notice of pretrial and final hearing	
4		09/08/2022	Final Hearing scheduled for Mar 23 2023: 09:30 am: Lauderdale Lakes, FL	
3		09/08/2022	PreTrial Hearing scheduled for Jan 20 2023: 1:00 pm: Lauderdale Lakes, FL	
2		09/08/2022	Order Assigning Case to Judge Ring and State Mediation. (Mediation must occur no later than January 15, 2023.); copies furnished to Elvis Adan (via email to elvis.adan@gallardolawyers.com;employment@gallardolawyers.com), Interplex Sunbelt, Inc. 6690 N Hiatus Rd Tamarac, FL 33321, Charter Oak Fire Insurance Co. (via email to FLTICCC@travelers.com,)	
1		09/07/2022	Petition for Benefits filed by Elvis J. Adan (130 = 01/15/2023; 210 = 04/05/2023)	