

Summary: A utility technician for the City of Charlotte sustained a work-related injury to his neck and shoulder while lifting a manhole cover to access a sewer line. The city admitted liability and compensability for the injury. Later, the technician's physician restricted him from work activities. The city instructed him to obtain a work restriction note from the physician. While traveling to the physician's office to obtain the note, the technician was involved in an automobile accident and sustained a traumatic brain injury. The technician settled a personal injury claim related to the accident without the employer's written consent. The technician also asserted that his injuries from the automobile accident should be covered under workers' compensation. The North Carolina Court of Appeals held that the technician was precluded from recovering workers' compensation for his injuries arising from the automobile accident.

The court explained that when a case is settled, the employer must give written consent. The technician asserted that his recovery in the third-party settlement was "an amount grossly inadequate" to cover his medical bills and lost wages. The court said this was insignificant. Regardless of the amount of the settlement, the employer was not provided an opportunity to participate in the settlement or allocation of its disbursement by providing written consent. The court explained that allowing an employer to recoup its lien from settlement funds already paid and disbursed would not accomplish the statute's purpose and intent and was unfair to an employer.

A concurring judge pointed out that by settling his third-party suit and receiving a substantial settlement payment without written consent of the employer, he received a benefit of immediate receipt of the money that, had he treated the claim as one subject to the workers' compensation law, likely would have been split with the employer. ■

Benefits

Statutory 500-week limitation applies to TTD benefits

Case name: *Clement, et al. v. District of Columbia Department of Employment Services, et al.*, No. 14-AA-343, 14-AA-801 (D.C. 11/25/15).

Ruling: The District of Columbia Court of Appeals held that employers properly stopped paying temporary total disability benefits to workers because they reached the 500-week cap.

What it means: In the District of Columbia, there is a 500-week limit on the payment of temporary total disability benefits.

Summary: Two workers sustained work-related injuries and were awarded temporary total disability benefits. Their employers stopped paying benefits after 500 weeks, asserting that there was a 500-week cap on temporary total disability benefits. The workers appealed. The District of Columbia Court of Appeals held that the employers properly stopped paying temporary total disability benefits after 500 weeks.

The statute states that "for any one injury causing temporary or permanent partial disability, the payment for disability benefits shall not continue for more than a total of 500 weeks." The court explained that temporary disability benefits are categorized as either total or partial. The statute did not state as to which of these temporary disability benefits it applies. While the workers argued that it applied only to partial dis-

ability benefits, the court pointed out that the law already had a provision limiting the payment of temporary partial disability benefits to five years.

The court found it was reasonable that the statute applied to temporary total disability benefits, especially given that temporary total disability benefits had no durational limit before an amendment to the statute was adopted. The court found that other legislative history of the statute pointed to the same goal of addressing the "unlimited" nature of temporary total disability benefits payments. ■

Jurisdiction

Louisiana benefits denied when contract of hire made in Arkansas

Case name: *Williams v. Morris Transportation, et al.*, No. 50,054-WCW (La. Ct. App. 11/18/15).

Ruling: The Louisiana Court of Appeal held that it did not have jurisdiction over a claim brought by a driver who resided in Louisiana, worked for an Arkansas employer, and was injured in an accident in Mississippi.

What it means: In Louisiana, a worker injured while working outside the state is entitled to Louisiana workers' compensation benefits if his employment is principally localized in the state or he is working under a contract of hire made in the state.

Summary: A truck driver who resided in Louisiana and worked for Morris Transportation, which was located in Arkansas, was injured in an accident in Mississippi. The driver received medical and indemnity benefits under the workers' compensation laws of Arkansas. The driver also filed a workers' compensation claim in Louisiana. The Louisiana Court of Appeal held that it did not have jurisdiction over the claim.

The court explained that a worker injured while working outside the state is entitled to Louisiana workers' compensation benefits if his employment is principally localized in the state or he is working under a contract of hire made in the state. Here, the driver's employment was principally localized in Arkansas.

The court also found that the driver's contract of hire was made in Arkansas. The court explained that the parties' understanding of the place of the job performance is a measure of the parties' intent for where the contract was made. Here, the trucking activities were not concentrated in Louisiana. Also, the driver's hire required actions on his part in Arkansas, and the safety director of Morris did not have authority to hire the driver over the phone. The driver did not show that he was paid by Morris to travel to Arkansas to submit his employment paperwork. The court also pointed out that Morris did not maintain offices in Louisiana and payment for the driver's service was administered from the Arkansas office. Morris had no intent to hire the driver to perform his duties primarily in Louisiana.

The court pointed out that a contract involving a Louisiana resident's employment raises the state's policy interests. Louisiana has a strong policy for the protection of injured workers and their compensation. The same policy of protection exists under Arkansas law, where the driver was provided with workers' compensation benefits. The court found that the result would "promote multistate commercial relationships for employment." ■