

STATE OF MICHIGAN
WORKERS' COMPENSATION APPELLATE COMMISSION

DONALD M. BLACKSTON,
PLAINTIFF,

V

DOCKET #07-0166

HC NUTTING COMPANY,
UNINSURED,
DEFENDANT.

APPEAL FROM MAGISTRATE MCCOY.

CHARLES PALMER FOR PLAINTIFF,
TIMOTHY BATTON FOR DEFENDANT.

OPINION

GLASER, CHAIRPERSON

This case was presented to the Board of Magistrates on a set of stipulated facts and trial briefs. Those stipulated facts were as follows:

1. Donald Blackston was employed by H.C. Nutting Co. on the date of injury, 4-22-05.
2. Mr. Blackston was a resident of the City of Southgate, Michigan as of the date of injury.
3. H.C. Nutting Co. is an Ohio corporation which has a total of more than three employees.
4. On the date plaintiff was injured, he was working with one other H.C. Nutting employee at the Great Lakes Steel plant in Ecorse, Michigan.
5. On April 22, 2005, plaintiff fell and injured his right leg.
6. As a result of the injury to his right leg, Mr. Blackston has been disabled and unable to return to his regular job at H.C. Nutting Co.
7. Mr. Blackston's average weekly wage at the time of his injury, excluding fringe benefits was \$772.43. The value of any discontinued fringe benefits was \$0.00.
8. Although Mr. Blackston remains disabled from his job at H.C. Nutting, plaintiff has been working since September 18, 2006 as a clerk at a hardware store pursuant to a vocational rehabilitation plan through the State of Ohio Department of Vocational Rehabilitation.
9. Pursuant to a claim filed through the Ohio Bureau of Workers' Disability Compensation, Mr. Blackston was paid wage loss benefits until he began his job on September 18, 2006.

10. The parties stipulate that any Ohio workers' compensation wage loss benefits and the plaintiff's wages at the hardware store are credits against any Michigan workers' compensation benefits owed.
11. The parties stipulated that on the date of injury, Mr. Blackston filed his taxes married, filing joint with one dependent.
12. Donald Blackston executed the contract entitled *Agreement to elect the State of Ohio as the State of Exclusive Remedy* (Exhibit B to Defendant's Brief) on or about February 2, 2002.
13. Donald Blackston has received the maximum amount of allowable benefits under Ohio law.
14. The same document was executed by an authorized representative of Defendant.
15. The document is a state of Ohio standard form issued pursuant to the applicable Ohio workers' compensation statute.
16. H.C. Nutting Company's human resources office was in the State of Ohio and all of the petitioner's performance reviews were performed by an employee in the State of Ohio and from the State of Ohio.
17. All of Mr. Blackston's hours were recorded, tabulated and his paychecks were issued by H.C. Nutting Company from the State of Ohio.
18. H.C. Nutting Company did not maintain any facilities or offices in the State of Michigan.

There are no disputed facts. The only issue to be decided is whether plaintiff is entitled to pursue a Michigan workers' compensation claim, despite the exclusive remedy agreement, entered into pursuant to the Ohio Workers' Compensation Statute.

We review the magistrate's finding of basic facts under the competent, material and substantial evidence standard. We review the magistrate's ultimate conclusions of law de novo. *Mudel v Great Atlantic and Pacific Tea Company*, 462 Mich 691 (2000); *Holden v Ford Motor Company*, 439 Mich 257 (1992). Because this case involves only a legal issue, we review it de novo.

Plaintiff has been receiving workers' compensation benefits, including vocational rehabilitation pursuant to Ohio law, since his injury. The magistrate found that Michigan had jurisdiction under this state's statute, and the rights of this jurisdiction could not be waived:

Based upon the stipulated facts and application of the law to those facts, it is clear, and I find that the case at bar is within the jurisdiction of the Michigan Workers' Compensation Act of 1969 as amended.

Given my opinion on the jurisdictional issue based on stipulated facts, I find that a compensable injury to Mr. Blackston's right lower extremity occurred on April 22, 2005 pursuant to MCL 418.301(1). I find further that since April 22, 2005, Mr. Blackston has been unable to return to his employment at HC Nutting Co., and further that Mr. Blackston is disabled from that job within the meaning of

MCL 418.301(4) as interpreted by *Sington v. Daimler Chrysler*, 467 Mich 144, 648 NW2d 624 (2002).

I find further that defendant is entitled a credit for any amounts paid or payable pursuant to MCL 418.846. Additionally, pursuant to stipulation, subsequent wages earned by Mr. Blackston are likewise deemed to be an offset/credit.

Defendant first argues that the magistrate did not consider its assertion that the choice of law agreement entered into is enforceable in Michigan, and therefore binding on the parties. It cites *Chrysler Corporation v Skyline Industrial Services, Inc*, 448 Mich 113 (1995); *Offerdahl v Silverstein*, 224 Mich App 417 (1997) and; *Turcheck v Amerifund Financial, Inc*, 272 Mich App 341 (2006). These cases do discuss choice of law agreements, and give some support to defendant's assertion that such agreements are enforceable in Michigan, however, in each of these cases, the agreement itself was not conclusive. In addition, these cases involved contracts with choice-of-law provisions and forum selection clauses. In each case, the court held that a review beyond the four corners of the clause or provision was necessary.

Defendant does admit that the *Chrysler* case sets forth exceptions to enforcement of choice of law agreements. That case looked at three requirements in order for such an agreement to be enforced: 1) There must be a substantial relationship to the parties or the transaction; 2) There must be a reasonable basis for choosing the particular state's law, and; 3) The application of the other state's law cannot be contrary to a fundamental policy of the state. Defendant argues that the magistrate did not address this particular issue in his decision. Since we are performing a de novo review, we will.

None of these requirements are met in this case.

There is no substantial relationship to the *parties*. There is only a relationship between defendant and Ohio. Plaintiff has no relationship with the State of Ohio at all. Certainly, the State of Ohio has no substantial relationship to a transaction that took place in another state. There has been no showing of a basis for choosing Ohio's state law to the exclusion of all other law, other than to benefit the defendant. There was no benefit to plaintiff, and certainly no benefit to the State of Ohio itself. Therefore, no *reasonable* basis for choosing Ohio law has been shown. Ohio's workers' compensation law, which would allow employers to carry on business in other states and protect them from compliance with the laws in those other states, is on its face contrary to a fundamental policy of this state. A fundamental policy of this state's Workers' Compensation Act is that an injured employee may not waive his/her rights to workers' compensation unless that waiver has been approved by a member of the Board of Magistrates. MCL 418.815; 835.

Defendant next argues that the magistrate erred in not giving full faith and credit to the Ohio statute, which allows employers to limit their exposure, by agreement with their employees. Defendant faults the magistrate for relying on a United States Supreme Court case, which was a

plurality decision, rather than on the Michigan Supreme Court. Defendant names one case, without citation as supporting its position. *Stanley v Hinchliffe & Kenner*, 395 Mich 645 (1976). We do not find that case to be supportive. In *Stanley*, the injured worker had obtained an award in California, before filing his application for benefits here in Michigan. The Court distinguished *Stanley* from *Cline v Byrne Doors, Inc*, 324 Mich 540 (1949), where the Court had held that the full faith and credit clause was inapplicable to voluntary payments. There is nothing in the stipulated facts provided to the magistrate to indicate that the benefits plaintiff received in Ohio, were anything other than voluntary payments. Therefore, pursuant to the United States Supreme Court case law and the Michigan case law, plaintiff is not barred by the full faith and credit clause from pursuing a claim in Michigan.

The *Cline* court also discussed situations where a judgment had been issued:

“A conflict thus arising is to be resolved, not by automatically compelling the courts of each State to subordinate its own statutes to those of the other, but by appraising the governmental interests of each jurisdiction, and determining the question accordingly. P. 547 [55 S.Ct. at page 523]. *Alaska Packers Association v. Industrial Accident Commission of California* (syllabi), 294 U.S. 532, 55 S.Ct. 518, 79 L.Ed. 1044.” *Cline v. Byrne Doors, Inc*, 324 Mich. 540, (1949).

Although we do not find the full faith and credit clause to be applicable to the facts here, we would still affirm the magistrate as we would find Michigan’s interest in assuring its workforce is not limited in the benefits payable pursuant to its own statute, and as a result will not end up on the state’s public assistance for medical or sustenance. Michigan also has an interest in assuring that non-resident employers who do business in Michigan do not have an unfair advantage over employers who are domiciled in Michigan, by not having to comply with Michigan laws.

Commissioner Grit concurs.

Commissioner Ries concurs in result.

Martha M. Glaser

Chairperson

Donna J. Grit

Commissioner

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COMMISSIONER RIES, CONCURRING IN RESULT

The employer herein contends that a provision of Ohio law, ORC 4123.54(H), permits the parties to agree, by contract, after the work-related injury has occurred, that the Ohio Workers' Compensation Act (the "Ohio Act") will be the employee's exclusive remedy for an injury that occurred in Michigan that arose out of and in the course of employment with this employer. The lead opinion has correctly construed the Ohio law, as it does appear on the face of it to allow the parties to enter into such a contract, and the parties appear to have entered into such a contract, although there is no showing that the document was filed with the Bureau of Workers' Compensation in Ohio. ORC 4123.54(H) provides, in pertinent part, as follows:

(H) Whenever, with respect to an employee of an employer who is subject to and has complied with this chapter, there is possibility of conflict with respect to the application of workers' compensation laws because the contract of employment is entered into and all or some portion of the work is or is to be performed in a state or states other than Ohio, *the employer and the employee may agree to be bound by the laws of this state or by the laws of some other state in which all or some portion of the work of the employee is to be performed. The agreement shall be in writing and shall be filed with the bureau of workers' compensation within ten days after it is executed and shall remain in force until terminated or modified by agreement of the parties similarly filed.* If the agreement is to be bound by the laws of this state and the employer has complied with this chapter, then the employee is entitled to compensation and benefits regardless of where the injury occurs or the disease is contracted and the rights of the employee and the employee's dependents under the laws of this state are the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of the employee's employment. If the agreement is to be bound by the laws of another state and the employer has complied with the laws of that state, the rights of the employee and the employee's dependents under the laws of that state are the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of the employee's employment without regard to the place where the injury was sustained or the disease contracted.

If any employee or the employee's dependents are awarded workers' compensation benefits or recover damages from the employer under the laws of another state, the amount awarded or recovered, whether paid or to be paid in future installments, shall be credited on the amount of any award of compensation or benefits made to the employee or the employee's dependents by the bureau. [Emphasis supplied.]

This provision is an exception to another provision in the Ohio Act, ORC 4123.80, which provides that “[n]o agreement by an employee to waive an employee's rights to compensation under this chapter is valid.” As such, it is construed strictly against the drafter and must be “construed to effect the purposes of the act,”¹ which means, per statute, ORC 4123.95, that it “shall be liberally construed in favor of employees.”

The facts of this case are stipulated, as the lead opinion notes, but certain facts require emphasis. Plaintiff is a *Michigan* resident who sustained a compensable injury in *Michigan* with an employer who is subject to the Michigan Worker’s Compensation Act. This establishes that the several requirements of MCL 418.301(1)² are met, and plaintiff is qualified to receive benefits under the Michigan Act. And, it is important to note, the provision of the Ohio Act upon which defendant relies is **not** self-executing. The Ohio Act requires (among other matters) action by plaintiff to enter into an agreement. It is that agreement by plaintiff which is at once necessary to defendant’s argument and is not shown to be valid under Ohio law and is, also, invalid under Michigan law. This compels rejection of defendant’s argument.

First, however, we must address the requirement of the Ohio Act that “[t]he agreement shall be in writing and shall be filed with the bureau of workers' compensation within ten days after it is executed” The agreement certainly is in writing, but there is no showing that the agreement has been filed with the Ohio Bureau of Workers’ Compensation. This is not a formality. In *Banta v Daugherty*, 70 Ohio App 2d 78 (1980), the Ohio Court of Appeals held that the requirement that employee-employer agreements be in writing and submitted to the Ohio Industrial Commission was mandatory in order to assure that the agreement was free, intelligent and voluntary. The court stated that otherwise, “employees had virtually no choice but to sign whatever agreement the employer puts before him. The employer, on the other hand, is perfectly free to pick whichever state is most to its advantage. . . . “[I]f proposed agreements are not filed with the commission, the opportunity is open to employers, by the simple expedient of not filing an agreement, to preserve an option to pick which state they wish to handle a particular claim- until after an accident occurs.” [*Id.*, at 81.]³ In this case, the stipulated facts do not recite that the

¹ *Jones v Multi-Color Corporation*, 108 Ohio App 3d 388, 395 (Ohio App 1 Dist, 1995). See also, *Waller v Mayfield*, 37 Ohio St 3d 118, 124 (1988) (“Under the circumstances presented in the cause *sub judice*, where it may be shown that the unexplained fall results from a neutral origin, and recognizing the mandate that workers' compensation statutes be liberally construed in favor of the injured employee, this court adopts the view that an inference will arise finding the fall to be traceable to some ordinary risk, albeit unidentified, to which the employee was exposed on the employment premises.”)

² There are, arguably, as many as ten different requirements in the first sentence of MCL 418.301(1).

³ While the dissent, at least initially, in *Banta* might provide defendant with some solace, the dissent held that “we should strictly interpret the statute as invalidating the agreement for lack of filing only when the agreement

agreement was filed with the Ohio Bureau of Workers' Compensation. Because it does not appear that the requirements of the Ohio Act have been satisfied,⁴ there is no basis for us to make the attempt to evaluate the preclusive effects of the agreement.

In the event we are permitted to reach the merits of defendant's argument, it is evident that the argument lacks merit. Because plaintiff sustained an injury in Michigan, the jurisdiction of the Michigan Act attaches immediately. *Schenkel v Tower Builders Company, Inc*, 380 Mich 492 (1968); *Wallace v Consolidated Freightways*, 199 Mich App 141; lv den, 444 Mich 891 (1993); *Alford v Pollution Control Industries of America*, 222 Mich App 693 (1997). This jurisdiction, once acquired, is not lost through the passage of time. *Catino v Morgan & Wright Co*, 272 Mich 154 (1935). The payment of benefits under the Michigan Act is a matter of public interest. *Harrington v Department of Labor and Industry*, 252 Mich 87, 89 (1930). The Legislature has the right to limit the parties' opportunity to contract in certain circumstances and one example of this, applicable to this case, is MCL 418.815, which provides as follows:

Sec 815. No agreement by an employee to waive his rights to compensation under this act shall be valid except that employees or their dependents as defined in section 161 after injury only, may elect as provided in section 161.⁵

Although defendant presents the issue as involving the interpretation of a parties' choice of law agreement, the question that must be reached first under Michigan law is the validity in Michigan of such an agreement. Under MCL 418.815, plaintiff cannot agree "to waive his rights to compensation under *this* act."⁶ There can be no question that what the agreement defendant proffers attempts to accomplish is precisely what MCL 418.815 says may not occur. That is, defendant has attempted to accomplish by contract a waiver of plaintiff's rights under the Michigan Workers' Compensation Act. That the agreement, in effect, replaces the Michigan Workers' Compensation Act with the Ohio Workers' Compensation Act is of no moment: it is "this act" --- the Michigan Workers' Disability Compensation Act --- that cannot be waived. The agreement cannot be posed as a defense to defendant's liability under the Michigan Act.

It is an unfortunate shortcoming in the magistrate's analysis that he did not cite MCL 418.815, as plaintiff had cited the provision to him, and cites it to us. Plaintiff, however, need

is that the parties will be bound by Ohio law." [*Id.*, at 85.] Inasmuch as the parties here attempted to be bound by Ohio law, even the dissent would not overlook the filing requirement.

⁴ It is also not obvious that Ohio has *any* jurisdiction in this matter, since it is apparently a requirement in Ohio that the employment be "localized" in Ohio for the Ohio Act to have any application. See, *Linden v Cincinnati Cyclones Hockey Club, LP*, 138 Ohio App 3d 634, 643 (2000).

⁵ MCL 418.161 permits certain public employees or their dependents to waive any rights to benefits under the Act in return for "like benefits." See, generally, *Crowe v City of Detroit*, 465 Mich 1 (2001). Plaintiff is not a public employee and, therefore, the one exception to MCL 418.815 is not applicable to him.

⁶ Emphasis supplied. "This act" is the "worker's disability compensation act of 1969," MCL 418.101, or, in this opinion, the "Michigan Act."

not file a cross appeal to preserve the point for review⁷ and, perhaps more important, defendant cannot assume that the statute, MCL 418.815, does not set forth a legislative determination of public policy that has existed in its present form since before 1929. See, *McDonald v Ford Motor Co*, 268 Mich 39 (1934). Because the agreement plaintiff signed is not valid, all of defendant's argument about "choice of laws" and "full faith and credit" is irrelevant and delving through their rules, and their exceptions, is totally unnecessary.

In *P.I. & I. Motor Express, Inc/For U, LLC v Industrial Commission*, 368 Ill App 3d 230 (2006), (hereinafter, "*Motor Express*") the employee signed an agreement identical in its pertinent provisions to the one signed in this case. The injury was compensable under Illinois law even though it occurred in Pennsylvania because the contract of hire made Illinois law applicable. Illinois has a provision in its Workers' Compensation Act, ILCS 305/23 (Section 23") that is remarkably similar to Michigan's MCL 418.815 and section 23 provides "[n]o employee . . . shall have power to waive any of the provisions of this Act in regard to the amount of compensation which may be payable to such employee . . . except after approval by the Commission" This provision, the Court held, makes the matter one of public concern. As a result, "any agreement between an employer and an employee which purports to divest the Commission of jurisdiction where it otherwise exists is contrary to the public policy of this State and is, therefore, unenforceable." *Motor Express, supra* at 368 Ill App 3d 236-237; see also, *Robert M. Neff, Inc v WCAB (Burr)*, 155 Pa Cmwlth 44 (Pa Cmwlth, 1993). The magistrate found this case persuasive, and so do I. It interprets the same kind of agreement, the same Ohio law, a law in Illinois very similar to Michigan's, an underlying public policy premised upon Illinois law that has an almost identical reflection in Michigan, and applies it to an injury that is clearly compensable under the laws of the forum state that has a superior interest in the question than does Ohio. It is not just that the magistrate located an Illinois appellate court opinion to arrive at a different result than might (but, probably not, see *infra*) the Michigan Supreme Court but, rather, that one could strip out the Illinois authority from the Illinois opinion and replace it with a plethora of Michigan authority and it is a comfortable fit.

There is no Michigan Supreme Court decision on precisely the same issue, but *Stanley v Hinchcliffe & Kenner*, 395 Mich 645; reh den, 396 Mich 976 (1976), has a similar fact pattern and does not support defendant's argument. In *Stanley*, the employee last worked in Michigan but sought workers' compensation benefits in California and obtained a compromise and release approved by the pertinent authority there, which had the "full force and effect of an award." [*Id.*, at 653.] He then sought Michigan workers' compensation benefits and, finding no provision in California to bar plaintiff from proceeding in Michigan, the Court permitted the proceeding to go forward. Defendant suggests that, had there been "unmistakeable language" in California, the proceeding in Michigan would not have been able to go forward. This is a hypothetical scenario not present in *Stanley*, but the conclusion of *Stanley* that its "result is consistent with the result reached by this Court in *Schenkel v Tower Builders Co*, 380 Mich 492; 157 NW2d 204 (1968)"⁸ suggests otherwise. John Stanley was injured in Michigan where he last worked, [*Id.*, at 649], as was Warren

⁷ *Middlebrooks v Wayne County*, 446 Mich 151, 166, n 41 (1994); *Boardman v Department of State Police*, 243 Mich App 351, 358 (2000); lv den, 464 Mich 864 (2001).

⁸ *Id.*, at 654. This opinion references *Schenkel, supra*.

Schenkel. The allusion to *Schenkel* in *Stanley* is to say that the employer faced more hurdles in the attempt to oust Michigan jurisdiction than what it had identified. Those hurdles are present here, and are insurmountable for defendant.

It is also significant that Great Lakes Steel, the party retaining defendant's services, did not sign (and is not eligible to sign) the agreement. Pursuant to MCL 418.171, if defendant were to have proven that the agreement prevents it from being held directly liable to plaintiff under the Act, it will have established that it is not subject to the Michigan Act, but it will be a contractor within the meaning of MCL 418.171. Great Lakes Steel will be the principal, and liable for the benefits payable to plaintiff under the Act, with recourse against defendant for the monies it will have paid. In facing the claim for reimbursement from Great Lakes Steel, defendant will not be able to rely upon the agreement it signed with plaintiff.

I do not see anything in the cases defendant has cited⁹ which undercuts any of what I have said. None of the cases are workers' compensation cases, which is to say that none of them analyze a specific legislative directive (MCL 418.815) on the subject. *Young v Mobil Oil Corporation*, 85 Or App 64, 72 (1987), cited in *Skyline*, *supra* at 132-133, n 49, on the other hand, is a workers' compensation case. In *Young*, the employee was injured while working for his employer and sued the third-party tortfeasor. The tortfeasor settled with the employee and sought indemnification from the employer, pursuant to contract which allowed same as it referred to New York law as controlling. The Court refused to allow the tortfeasor to circumvent¹⁰ the exclusive remedy provisions of the Oregon Worker's Compensation Act, saying that "[i]f parties to a contract could circumvent the workers compensation laws by choosing the law of another jurisdiction to govern their agreement, the statutory scheme would break down, thereby causing 'injury to the public welfare.' To allow a negligent third party in Mobil's position to be indemnified totally for its negligence would subvert the policy" stated by the Oregon Legislature. [*Id.*, at 72.] The Court came to this result even while noting that "Oregon adheres to the rule that the intention of the parties prevails. That rule gives parties the autonomy to choose the law that is to govern their contracts. There are, however, limits to parties' autonomy in choosing that law." [*Id.*, at 67, citations omitted.] So, too, is it here. Defendant does not have unfettered choice to select the law; its choice will not be accepted when it violates a precept long a part of the Michigan Act, MCL 418.815, chosen by the Legislature. *Young* was cited with approval by the Court in *Skyline*. *Skyline*, while recognizing a certain freedom of the parties to contract, did not have a specific statement from the Legislature to guide the result. Such a statement is present here, in the form of MCL 418.815.

This case is, in some respects, the opposite of the facts set forth in *Karaczewski v Farbman Stein & Company*, 478 Mich 28 (2007), where an employee, a Florida resident who sustained an injury in Florida, attempted to rely solely upon an employment contract having been entered into in Michigan to establish that Michigan law would measure the employer's liability.

⁹ *Chrysler Corporation v Skyline Industrial Services, Inc*, 448 Mich 113 (1995) ("Skyline"); *Offerdahl v Silverstein*, 224 Mich App 417 (1997); *Turcheck v Amerifund Financial, Inc*, 272 Mich App 341 (2006).

¹⁰ Such a circumvention would occur if the tortfeasor were able to rely on New York law to obtain indemnification from the employer, which Oregon law prohibited.

If there is “no reason to believe that persons who neither live in Michigan nor suffer an injury in Michigan harbor expectations of receiving Michigan workers' compensation coverage,”¹¹ there is every reason to believe that a Michigan resident sustaining a work-related injury in Michigan will receive Michigan workers' compensation coverage. *Schenkel, supra*. Moreover, it is of no concern to Michigan whether an employee will receive coverage under the laws of another state,¹² except that MCL 418.846 provides a credit for such other benefits so that there is not a double recovery.

If the rule were as defendant asserts it to be, any employer could incorporate, and set up a payroll operation, in another state and import that state's workers' compensation system into Michigan in an attempt to supplant the choices made by the Michigan Legislature with the choices made by another state's electorate. By allowing a credit for benefits paid under the auspices of another state's workers' compensation law, MCL 418.846, the Michigan Legislature has created a level playing field for all employers and employees in fashioning a remedy for an injury that occurs as a result of employment in Michigan where the workers' compensation laws of more than one state might be applicable. Defendant, therefore, is entitled to a credit for what it has paid under the Ohio Act for what it must pay under the Michigan Act, but it is entitled to no more.

Granner S. Ries

Commissioner

¹¹ *Id.*, at 39-40.

¹² “The citizens of Florida through their elected representatives are free to fashion their workers' compensation system as they see fit,” *Id.*, at 40, n 12, at least to the point where it does not impinge on the authority of another state to provide benefits to its citizens as it sees fit.

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This cause came before the Appellate Commission on a claim for review filed by defendant from Magistrate Victor A. McCoy's order, mailed on June 13, 2007, granting plaintiff an open award of benefits. The Commission has considered the record and counsel's briefs, and believes that the magistrate's order should be affirmed. Therefore,

IT IS ORDERED that the magistrate's order is affirmed.

Martha M. Glaser

Chairperson

Granner S. Ries

Commissioner

Donna J. Grit

Commissioner