STATE OF CALIFORNIA
Division of Workers' Compensation
Workers' Compensation Appeals Board

NATHAN RUHL,

Applicant,

vs.

KANSAS CITY T-BONES, BERKLEYNET MANASSAS; NEWARD BEARS, TRAVELERS INSURANCE/LIBERTY MUTUAL; LAS VEGAS 51'S, JACKSONVILLE, for the LOS ANGELES DODGERS, ACE AMERICAN, adjusted by SEDGWICK CLAIMS MANAGEMENT SERVICES – RIVERSIDE; CHATTANOOGA for the CINCINNATI REDS, self-insured; BAKERSFIELD BLAZE, ST. PETERSBURG, CHARLESTON, PRINCETON and GULF COAST LEAGUE for the ORLANDO RAYS,

Defendants.

Case No. ADJ10622392

FINDINGS AND ORDER

Attorney for Applicant
ALL SPORTS LAW, LLP
By: STEPHEN M. BERGER

Attorney for Defendants
BOBER, PETERSON & KOBY, LLP
By: TIMOTHY A. PETERSON

The above entitled matter having been heard and regularly submitted, the Honorable Alicia D. Hawthorne, Workers' Compensation Judge, now decides as follows:

FINDINGS OF FACT

1. Applicant, Nathan Ruhl, born July 16, 1976, while employed during the periods 1996 through 2005, as a professional baseball player, Occupational Group Number 590, by Kansas City T-Bones, Newark Bears, Las Vegas 51's, Jacksonville, Chattanooga,

Bakerfield, St. Petersburg, claims to have sustained injury arising out of and in the course of employment to his head, neck, bilateral shoulders, back, bilateral elbows, bilateral wrists, bilateral hands, fingers, bilateral hips, bilateral knees, bilateral ankles, feet, and internal.

2. At the time of the injury, the employers' workers' compensation carriers were as follows:

a. For 2005: Kansas City T-Bones, Berkleynet Manassas;

b. For 2004: Newark Bears, Travelers Insurance or Liberty Mutual;

Las Vegas 51's (Los Angeles Dodgers), ACE American/Sedgwick;

Jacksonville (Los Angeles Dodgers), ACE American/Sedgwick;

c. For 2003: Jacksonville (Los Angeles Dodgers), ACE/Fox; and

d. For 2002: Chattanooga (Reds), self-insured.

3. The applicant has been adequately compensated for all periods of temporary disability claimed through the present.

4. The employer has furnished some medical treatment.

5. Applicant has established the necessary requirements in Labor Code §3600.5(d)(10)(A) for jurisdiction.

6. Applicant has failed to establish the requirements in Labor Code §3600.5(d)(1)(B) such that this Court cannot exercise jurisdiction over this claim.

7. All other issues are moot.

ORDER

IT IS HEREBY ORDERED that:

A. Pursuant to Labor Code §3600.5(d)(1)(B) this Court has no jurisdiction over this claim;

B. All other issues are moot.

DATE: August 10, 2018

Alicia D. Hawthorne
WORKERS' COMPENSATION JUDGE

Served on the parties listed below at their addresses shown on the current official address record:

ALL SPORTS LAW SANTA ANA, Email
BERKLEY ENTERTAINMENT IRVING, Email
BOBER PETERSON TUSTIN, Email
GALLAGHER BASSETT CALABASAS, US Mail
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NATHAN RUHL, US Mail
SEDGWICK RIVERSIDE, US Mail

On: 08/10/18
By: L. Rubalcaba-Duran

WORKERS' COMPENSATION JUDGE: ALICIA D. HAWTHORNE

DATE: August 10, 2018

OPINION ON DECISION

FACTUAL BACKGROUND

Applicant, Nathan Ruhl, born July 16, 1976, while employed during the periods 1996 through 2005, as a professional baseball player, Occupational Group Number 590, by Kansas City T-Bones, Newark Bears, Las Vegas 51's, Jacksonville, Chattanooga, Bakerfield, St. Petersburg, claims to have sustained injury arising out of and in the course of employment to his head, neck, bilateral shoulders, back, bilateral elbows, bilateral wrists, bilateral hands, fingers, bilateral hips, bilateral knees, bilateral ankles, feet, and internal.

At the time of the injury, the employers' workers' compensation carriers were as follows:

1. For 2005: Kansas City T-Bones, Berkleynet Manassas;
2. For 2004: Newark Bears, Travelers Insurance or Liberty Mutual;
   Las Vegas 51's (Los Angeles Dodgers), ACE American/Sedgwick;
   Jacksonville (Los Angeles Dodgers), ACE American/Sedgwick;
3. For 2003: Jacksonville (Los Angeles Dodgers), ACE/Fox; and
4. For 2002: Chattanooga (Reds), self-insured.

The applicant has been adequately compensated for all periods of temporary disability claimed through the present. The employer has furnished some medical treatment.

SUBJECT MATTER JURISDICTION PURSUANT TO LABOR CODE §3600.5 JURISDICTION OVER APPLICANT'S INJURY

This Court is to determine whether or not there is subject matter jurisdiction over the claim itself. Pursuant to Labor Code §§5300 and 5301, the Workers' Compensation Appeals Board can adjudicate claims for compensation which involve injuries which either occurred or which partially occurred within the state of California. The parties have supplemented the record by providing this Workers' Compensation Judge (WCJ) with additional reports as requested by way of supplemental trial briefs and correspondence.

The principle of subject matter jurisdiction relates to the inherent authority of the court involved to deal with the case or matter before it. *Brown v. Desert Christian Center, (2011) 193 Cal. App.4th 733*. The subject matter of the workers' compensation claim is injury to the employee. *Salimi v. State Compensation Insurance Fund, (1997) 54 Cal. App. 4th 216 at pp. 221, 62 Cal. Rptr. 2d 640, 1997 Cal. App. LEXIS 287*.

Labor Code §3600.5(d) amended via AB1309 enacted into law effective September 15, 2013, states in relevant part:

> "With respect to an occupational disease or cumulative injury, a professional athlete and his or her employer shall be exempt from this division when all of the professional athlete's employers in his or her last year of work as a professional athlete are exempt from this division pursuant to subdivision (c) or any other law, unless both of the following conditions are satisfied:
>
> (A) The professional athlete has, over the course of his or her professional athletic career, worked for two or more seasons for a California-based team or teams, or the professional athlete has, over the course of his or her professional athletic career, worked 20 percent or more of his or her duty days either in California or for a California-based team. The percentage of a professional athletic career worked either within California or for a California –based team shall be determined solely by taking the number of duty days the professional athlete worked for a California-based team or teams, plus the number of duty days the professional athlete worked as a professional athlete in California for any team other than a California-based team, and dividing that number by the total number of duty days the professional athlete was employed anywhere as a professional athlete."
>
> (B) The professional athlete has, over the course of his or her professional athletic career, worked for fewer than seven seasons for any team or teams other than a California-based team or teams as defined in this section.

(2) When subparagraphs (A) and (B) of paragraph (1) are both satisfied, liability for the professional athlete's occupational disease or cumulative injury shall be determined in accordance with Section 5500.5.

A closer look at this statute would show according to 3600.5(d) the concept of professional athletes[1] being "regularly employed in California" is viable only where:

- the athlete "worked for two or more seasons for a California-based team or teams[2],"

or

- The athlete has "over the course of his or her professional athletic career, worked 20 percent or more of his or her duty days[3] either in California or for a California-based team."

and

- The professional athlete has, over the course of his or her professional athletic career, worked less than seven seasons[4] for any non-California-based team or teams.

Analysis under section 3600.5(d) requires a two-step process: first, the professional athlete must show a suitable California connection by having sufficient time with a California based team by either seasons *or* duty days and then second, by showing less than seven seasons with a non-California team.

With respect to these issues, the Court notes that the parties stipulated that applicant is a professional athlete (MOH/SOE, page 2, line 17). Furthermore, there would seem to be no doubt that the Los Angeles Dodgers are a California-based team, playing all of their home games at their home field in California. Applicant played professionally for a California-based team, the Los Angeles Dodgers, from March 4, 2003 through September 6, 2004 (Defendant's post-trial brief, exhibit A). This would consist of two seasons. Pursuant to both defendant's post-trial brief, exhibit A, applicant's testimony and applicant's breakdown of games, applicant is found to have worked as a professional athlete for "two or more" seasons with a California-based team,

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[1] The term "professional athlete" means an athlete who is employed at either a minor or major league level in the sport of baseball.....[Labor Code section 3600.5(g)(1)].
[2] The term "California-based team" means a team that plays a majority of its home games in California....[Labor Code section 3600.5(g)(2)].
[3] The term "duty day" means a day in which any services are performed by a professional athlete under the direction and control of his or her employer pursuant to a player contract....[Labor Code section 3600.5(g)(3)]
[4] The term "season" means the period from the date of the first preseason team activity for that contract year, through the date of the last game the professional athlete's team played during the same contract year.....[Labor Code section 3600.5(g)(4)].

keeping in mind that time spent with minor league teams is attributable to his "work" for the California based team that hired him. Therefore, the issue of counting "duty days" does not arise under the foregoing circumstances.

It should be noted that this WCJ is considering his contractual obligation to the Los Angeles Dodgers during the periods from March 4, 2003 through September 1, 2004 as two full seasons despite the fact that he stopped playing for the Las Vegas 51's on August 10, 2004. If, however, the legislative intent is to look directly at the time played, then applicant would fall short of the two seasons with a California-based team. In this event, and in abundance of caution, this WCJ also looked at "duty days". In this analysis, based on both defendant's exhibit A to their post-trial brief and applicant's supplemental spreadsheet, this WCJ has determined the following:

Total number of duty days: 1541

Total number of duty days in CA or for a CA based team: 460

This equates to a total of 29.85%.

Therefore, under either analysis, applicant is found to have met the first threshold under Labor Code §3600.5(d)(1)(A).

This WCJ must evaluate whether or not over the course of applicant's professional athletic career, he worked less than seven seasons[5] for any non-California-based team or teams. Both parties submitted documentation indicating the major-league baseball season (Labor Code section 3600.5(g)(4)) generally began in March and ended in September.

Here, the evidence presented indicates that applicant signed his first contract for a first year minor league contract for seven (7) years on June 12, 1996 with the Tampa Bay Devil Rays (Defendant's Exhibit A). Tampa Bay released the applicant on August 9, 2002. At such time, he signed a non-first year minor league contract on August 16, 2002 with the Cincinnati Reds (Defendant's Exhibit A). Applicant was acquired by the Los Angeles Dodgers under a Rule 5

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[5] The term "season" means the period from the date of the first preseason team activity for that contract year, through the date of the last game the professional athlete's team played during the same contract year.....[Labor Code section 3600.5(g)(4)].

draft on December 16, 2002. Applicant was released by the Dodgers on August 10, 2004 (Defendant's Exhibit A). The time he spent with the Dodgers consisted of spring training in 2004 and then to Jacksonville (MOH/SOE, page 22, line 3). The Jacksonville team is still under the Los Angeles Dodgers organization (Defendant's Exhibit A). He stayed in Jacksonville until April of 2004 when he was sent to the Las Vegas 51s. The Las Vegas 51s are under the Los Angeles Dodgers. He stayed with the Las Vegas 51s until August of 2004. After the 2004 season, he was on the disabled list (MOH/SOE, page 22, lines 3-5). However, as of August of 2004, applicant was no longer with the Los Angeles Dodgers in any capacity. Pursuant to applicant's credible testimony, he went on to play baseball for an Independent League with the Newark Bears for maybe a month (MOH/SOE, page 8, lines 11-12). In the winter of 2004, he played with the Kansas City team for two and a half months as a relief pitcher (MOH/SOE, page 8, lines 16-18). The last team the applicant played professional baseball with was the Kansas City T-Bones from June 1, 2005 through September 1, 2005 (MOH/SOE, page 19, lines 20-23; Defendant's post-trial brief, exhibit A). The Kansas City T-Bones are part of an independent league with the full season being from June until September.

A review of his career indicates that although he signed to play with non-California based teams, a closer look indicates there are multiple seasons he did not work a complete season. For example, his time with the Bakersfield Blaze consisted of less than two months. Another example shows that his time with the Chatanooga Lookouts consists of less than one month. Based on the information provided by both sides, though giving the benefit of the doubt to the applicant, this WCJ finds that the applicant worked for Tampa Bay for five and one-half (5 ½) seasons, Cincinnati Reds for one-half (½) a season, one (1) season for Kansas City T-Bones, and one (1) winter season with the Australia Winter League. This equates to eight (8) *seasons* with non-California-based teams. In order to meet the criteria set forth in Labor Code §3600.(5)(d)(1)(B), applicant over the course of his professional athletic career, must have worked for fewer than seven seasons for any team or teams other than a California based teams. He did not. Therefore, applicant has failed to establish the necessary requirements for this Court to exercise jurisdiction.

CONCLUSION

Based on the requirements in Labor Code §3600.5, when both subparagraphs (A) and (B) are satisfied, the liability for the professional athlete's occupational disease or cumulative injury shall be determined in accordance with Labor Code §5500.5. This, however, is not that case. Applicant has failed to establish the requirements in subparagraph (B) such that this Court cannot exercise jurisdiction over this claim. All other issues are moot.

DATE: August 10, 2018

Alicia D. Hawthorne
WORKERS' COMPENSATION JUDGE