

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

Case No. ADJ12766196

[REDACTED]

*Applicant,*

vs.

**ST. LOUIS RAMS/LOS ANGELES RAMS;  
GREAT DIVIDE INSURANCE COMPANY,  
c/o BERKLEY ENTERTAINMENT;  
FOOTBALL NORTHWEST LLC/SEATTLE  
SEAHAWKS, permissibly self-insured,  
administered by CCMSI;**

*Defendants.*

**FINDINGS AND ORDER**

[REDACTED]

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

[REDACTED]

The above-entitled matter having been heard and regularly submitted, the Honorable Oliver Cathey, Workers' Compensation Judge, now decides as follows:

**FINDINGS OF FACT**

1. That the applicant [REDACTED], born January 29, 1992, was employed during the period of May 8, 2015 through March 9, 2017, as a professional football player, Occupational Group No. 590, at various locations, by the St. Louis Rams from May 8, 2015 through September 2, 2015 and the Seattle Seahawks from November 24, 2015 through March 9, 2017.

2. At the time of injury, the St. Louis Rams' workers' compensation carrier was Great Divide Insurance Company.
3. At the time of injury, the Football Northwest LLC/Seattle Seahawks were self-insured.
4. The St. Louis Rams and the applicant entered into an oral contract in California.
5. The Seattle Seahawks and the applicant entered into an oral contract in California.
6. The California Workers' Compensation Appeals Board has subject matter jurisdiction over the applicant's claim.
7. The St. Louis Rams did not waive personal jurisdiction.
8. The Seattle Seahawks did not waive personal jurisdiction.
9. There was no injurious exposure within California while the Seattle Seahawks employed the applicant.
10. There is no California jurisdiction over the Seattle Seahawks.
11. The St. Louis Rams are exempt from the proceedings before the California Workers' Compensation Appeals Board pursuant to Labor Code Sections 3600.5(d) and may not be found liable for the applicant's injury.

DATE: July 24, 2023

**Oliver Cathey**  
WORKERS' COMPENSATION JUDGE

SERVICE MADE ON THE PARTIES LISTED BELOW AT THEIR ADDRESSES SHOWN ON THE CURRENT OFFICIAL ADDRESS RECORD IN EAMS:

[REDACTED]

[REDACTED]

BOBER PETERSON  
IRVINE

Law Firm, 2603 MAIN ST STE 1100 IRVINE CA 92614,  
[REDACTED]  
Attn: TIMOTHY A. PETERSON

[REDACTED]

[REDACTED]

ON: July 24, 2023 BY: *J. Prado*

[REDACTED]

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-vs.- ST. LOUIS RAMS/LOS ANGELES RAMS;  
GREAT DIVIDE INSURANCE COMPANY, c/o  
BERKLEY ENTERTAINMENT; FOOTBALL  
NORTHWEST LLC/SEATTLE SEAHAWKS,  
permissibly self-insured, administered by CCMSI;

DATE OF INJURY: March 9, 2017

WORKERS'  
COMPENSATION JUDGE: OLIVER E. CATHEY

DATE: July 24, 2023

**OPINION ON DECISION:**

The parties stipulated at trial to the following:

1. That the applicant ██████████, born January 29, 1992, while employed during the period of May 8, 2015 through March 9, 2017 as a professional football player, Occupational Group No. 590, at various locations, by the St. Louis Rams from May 8, 2015 through September 2, 2015 and the Seattle Seahawks from November 24, 2015 through March 9, 2017, claims to have sustained injury arising out of and in the course of employment to his head, neck, back, arms, shoulders, elbows, wrists, hands, fingers, legs, hips, knees, ankles, feet, toes, neuro, and psych.
2. At the time of injury, the employers' workers' compensation carriers were Great Divide Insurance Company for the Rams, administered by Berkley Entertainment, and Football Northwest LLC/Seattle Seahawks, self-insured, administered by Cannon Cochran.

Issues presented for determination by the Court were:

1. Subject matter jurisdiction over the claim
2. Personal jurisdiction over the Seattle Seahawks; and
3. who is to administer the claim if there is jurisdiction over the claim.

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### **EVIDENTIARY OBJECTIONS**

Defendant has objected to the admission of Applicant's Exhibits 1 through 12 on the grounds that they were not properly served.

Applicant has submitted as evidence a proof of service declaring that the Applicant's Exhibits 1 through 12 were served on both defendants' attorneys on June 14, 2022.

This was the same date that the matter was set for trial, and the parties were ordered to serve the pretrial conference statement and exhibit list no later than 15 days before trial.

There is no evidence that the Proof of Service is defective.

Based on the above, the Court overrules the defendant's objection, and applicant's Exhibits 1 through 12 are hereby admitted into evidence.

The applicant has objected to the admission of defendant's Exhibit D for lack of authenticity.

The Court has reviewed the record and finds that the documentation in question contains sufficient information for the Court to ascertain the nature of the document.

Based on the above, the Court overrules the applicant's objection, and defendant's Exhibit D is hereby admitted into evidence.

### **SUBJECT MATTER JURISDICTION**

The applicant testified that he agreed to play for the St. Louis Rams and the Seattle Seahawks while he was in California.<sup>1</sup>

The applicant was first contacted by the Rams on draft day 2015. At the time, he lived in his girlfriend's house in Eastvale, California. The applicant testified that while in California, he was offered a contract to play the Rams.<sup>2</sup> The contract was a rookie contract for three years for 1.3 million dollars.<sup>3</sup> The applicant responded to the offer with, "Okay, let's do it."<sup>4</sup>

On cross-examination, the applicant testified that he had to undergo a physical examination in St. Louis before signing his contract.<sup>5</sup>

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<sup>1</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 2, Line 25

<sup>2</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 3, Line 2-3

<sup>3</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 3, Lines 6-7

<sup>4</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 3, Lines 6-7

<sup>5</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 4, Lines 20-21

The applicant stayed in St. Louis during minicamp but came home before returning for training camp.<sup>6</sup>

The applicant played one game in Oakland, California, while playing for the Rams. After playing the game, the applicant traveled to Oxnard to participate in a practice with the Rams and Cowboys. There was a brawl on day two of practice, and the remaining practices were canceled.<sup>7</sup> The applicant was subsequently released by the Rams.

The applicant later went to Seattle, where he participated in a tryout for the Seattle Seahawks. The applicant went home after the tryout and was contacted three weeks later and advised that Seattle wanted to sign him to the practice squad.<sup>8</sup>

The applicant was in Eastvale, California, at the time.<sup>9</sup>

The applicant recalls being in California when Seattle offered him a contract to play on the practice squad. The applicant testified that he told them that he would accept the offer. The applicant was in Los Angeles at the time.<sup>10</sup>

The applicant testified that in the last 365 days, he did not play under a California contract.

The applicant testified that he signed three contracts with the Seattle Seahawks in California.<sup>11</sup>

All his practices were in Seattle, and he played in no games.<sup>12</sup>

In determining whether a contract was made in California, the critical question was whether acceptance occurred here.<sup>13</sup> California has adopted the rule that an oral contract consummated over the telephone is deemed made where the offeree utters the words of acceptance.<sup>14</sup>

Where an offer of employment is accepted in California, a contract of hire will be deemed to have been made here, even if the actual contract is signed out of state.<sup>15</sup>

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<sup>6</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 4, Lines 22-23

<sup>7</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 5, Lines 1-3

<sup>8</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 3, Lines 11-14

<sup>9</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 3, Lines 8-10

<sup>10</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 3, Lines 21-22

<sup>11</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 5, Lines 14-15

<sup>12</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 5, Line 18

<sup>13</sup> *Bowen v. Workers' Comp. Appeals Bd.* 64 Cal.Comp.Cases 745

<sup>14</sup> *Travelers Ins. Co. v. Workmen's Comp. Appeals Bd. (Coakley)* 32 Cal.Comp.Cases 527

<sup>15</sup> *Travelers Ins. Co. v. Workmen's Comp. Appeals Bd. (Coakley)* 32 Cal.Comp.Cases 527

The Court found the applicant to be a credible witness, and his testimony was uncontradicted.

Based on the above, the Court finds that the St. Louis Rams and the Seattle Seahawks made offers of employment accepted by the applicant while he was in California when he uttered his acceptance by saying, "Okay, let's do it," and he would accept the offer.

Based on the above, the Court finds that the St. Louis Rams and the applicant entered into an oral contract in California.

The Court further finds that the Seattle Seahawks and the applicant entered into an oral contract in California.

Having found that the parties entered into employment contracts in California, the Court finds that the California Workers' Compensation Appeals Board has subject matter jurisdiction over the applicant's claim.

### **PERSONAL JURISDICTION**

The applicant has asserted that the defendants have waived personal jurisdiction.

The Court has reviewed the court records and finds that both defendants filed answers to the application challenging jurisdiction. Both defendants likewise filed their notices of representation, stating that they were specially appearing for the purposes of contesting jurisdiction.

Furthermore, the Minutes of Hearing for the actual appearances, and not associated with letters asking for continuances, identify the defendants' appearances as special appearances.

Based on the above, the Court finds that the defendants did not waive personal jurisdiction.

Having determined that the defendants did not waive personal jurisdiction, the Court will address the merits of the defendant's assertions of no jurisdiction.

The Court has found that there is subject matter jurisdiction over the applicant's claim based on the acceptance of the contracts for employment in California.

However, while the making of an employment contract in California is dispositive of subject matter jurisdiction, it is not, standing alone, dispositive of the issue of personal jurisdiction.

For a state court to exercise specific personal jurisdiction, a suit must arise out of or relate to the defendant's contacts with the forum state. In other words, there must be an affiliation between the forum state and the underlying controversy, principally, an activity or an occurrence occurring in the forum state and is, therefore, subject to the state's regulation.<sup>16</sup>

The applicant testified that he did not play in a game for the Seattle Seahawks in 2016, and all his practices were in Seattle.<sup>17</sup> The applicant further testified that he never traveled to California with the Seattle Seahawks.<sup>18</sup>

The applicant has alleged injury as a result of a continuous trauma due to playing and practices. There was no injurious exposure within California while the Seattle Seahawks employed the applicant.

As a result, there was no affiliation with the activity or occurrence within the forum state of California, leading to personal jurisdiction over the Seattle Seahawks.

The St. Louis Rams are contesting subject matter jurisdiction pursuant to Labor Code Sections 3600.5(c) and (d).

Labor Code Sections 3600.5(c) provides that a professional athlete hired outside of this state and their employer shall be exempted from the provisions of this division while the professional athlete is temporarily within this state doing work for their employer. The Court has found that the applicant was hired within California. As such, Labor Code Sections 3600.5(c) is not applicable.

Labor Code Sections 3600.5(d) provides that a professional athlete and their employer shall be exempt from this division when all of the professional athlete's employers in their last year of work as a professional athlete are exempt from this division pursuant to subdivision (c) or any other law.

The applicant's contract for his last year of employment expired on March 9, 2017. This contract was with the Seattle Seahawks.<sup>19</sup>

The St. Louis Rams released the applicant on September 2, 2015. As such, the applicant's last year of work was solely with the Seattle Seahawks.<sup>20</sup>

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<sup>16</sup> Bristol-Myers Squibb Co. v. Superior Court, 137 S. Ct. 1773, 1780

<sup>17</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 5, Lines 24-25

<sup>18</sup> Minutes of Hearing (Further) and Summary of Evidence from trial dated 05-25-2023, Page 6, Line 1

<sup>19</sup> DEFENSE C: NFL Transaction Record.

<sup>20</sup> DEFENSE C: NFL Transaction Record.

The undersigned Judge has found that California does not have personal jurisdiction over the Seattle Seahawks. As such, the Seattle Seahawks would be exempt from this division, not through Labor Code Sections 3600.5(c) but by other law.

The Court must determine if the applicant has, over the course of his professional athletic career, worked for two or more seasons for a California-based team or teams or worked 20 percent or more of his duty days either in California or for a California-based team, and worked for fewer than seven seasons for any team or teams other than a California-based team or teams.

Neither the Seattle Seahawks nor the St. Louis Rams were California-based teams when the applicant played for them. As such, the Court looks to the duty days the applicant played.

For the St. Louis Rams, the applicant testified to attending minicamp in St Louis between May and June 2, 2015. The applicant then returned to St. Louis to participate in training camp between July 27, 2015, and August 11, 2015. The Court calculated the applicant's duty days for the St. Louis Rams as 117 days.

As to the Seattle Seahawks, the applicant was hired to the practice squad on November 24, 2015, and was released on the 28<sup>th</sup>. The applicant resigned on February 8, 2016, and played through his release on May 4, 2016. The applicant resigned with the Seahawks on May 9, 2016, and was a member of the Seattle Seahawks until his contract expired on March 9, 2017. Not including the time the applicant was injured reserve, the applicant had approximately 382 duty days while playing with the Seattle Seahawks.

The applicant's total duty days for his carrier was 499. To have worked 20% of his duty days in California, the applicant would have to have worked 99 days in California.

The applicant testified that while with St. Louis Rams, he played a single game and practiced for about a week and a half in California. Giving the applicant approximately nine days for practice and two days for the game, the applicant worked 11 duty days in California for the St. Louis Rams. This is well below the 99 days required to meet the 20% requirement.

Having failed to spend 20% or more of his duty days in California, the applicant does not meet the condition identified in Labor Code Sections 3600.5(d)(1)(A) to overcome the exemption of Labor Code Sections 3600.5(d)(1).

Based on the above, the St. Louis Rams are exempt from the proceedings before the California Workers' Compensation Appeals Board pursuant to Labor Code Sections 3600.5(d) and may not be found liable for the applicant's injury.





**CLAIM ADMINISTRATION**

Having found no personal jurisdiction of the Seattle Seahawks and that the St. Louis Rams are exempt from the proceedings before the California Workers' Compensation Appeals Board, the issue of administration of the claim is moot.

DATE: July 24, 2023



**Oliver Cathey**

WORKERS' COMPENSATION JUDGE

