CASEY PIKE
(Appellant/Cross-Appellee)

v.

CNO FINANCIAL GROUP, INC.
(Appellee/Cross-Appellant)

and

SENTRY CASUALTY COMPANY
(Insurer)

Conference held: May 7, 2020
Decided: October 5, 2021

PANEL MEMBERS: Administrative Law Judges Pelletier, Elwin, and Hirtle
BY: Administrative Law Judge Pelletier

[¶1] Casey Pike appeals from a decision of a Workers' Compensation Board Administrative Law Judge (*Collier, ALJ*) denying her Petitions for Award and for Payment of Medical and Related Services for an alleged work injury that occurred on June 2, 2017. Ms. Pike contends that the ALJ erred when determining that her claim was not compensable because (1) the injury occurred during Ms. Pike's participation in an employer-sponsored athletic event; and (2) because the injury did not arise out of and in the course of employment. CNO Financial Group, Inc., cross-appeals, contending (1) that the ALJ erred when determining that Ms. Pike is not an independent contractor pursuant to 39-A M.R.S.A. §102 (13-A) (Pamph. 2020); and (2) if Ms. Pike is an employee and not an independent contractor, her claim is barred by 39-A M.R.S.A. § 202 (Pamph. 2020). We affirm the ALJ's decision.

I. BACKGROUND

[¶2] On June 6, 2016, Casey Pike began selling insurance policies for CNO Financial Group, doing business as Bankers Life and Casualty Company. The Bankers Life office in Scarborough sponsored an annual charity golf tournament. The tournament in 2017 was held at the Willowdale golf course in Scarborough. As she had done in 2016, on June 2, 2017, Ms. Pike did not play golf; she participated in the golf tournament by helping to put on the event. She registered golfers, sold raffle tickets, and helped with serving lunch in the club house. She also helped on the course handing out water and snacks and serving as a "spotter" near the green where a hole-in-one prize was offered.

[¶3] After lunch, Ms. Pike was about to head out on the course in a golf cart when she was approached by the thirteen-year-old daughter of Ms. Pike's manager at Bankers Life. The teenager asked if she could drive the cart around the course while Ms. Pike served water and snacks to the golfers. Ms. Pike let her drive. Ms. Pike sat in the passenger seat with her feet atop a cooler filled with bottles of water. When Ms. Pike suggested that it was time to head back to the club house to prepare for dinner, the teenager abruptly turned the wheel causing the cart to skid, ejecting both the driver and Ms. Pike from the cart. Unfortunately, Ms. Pike's face struck the ground causing serious injuries to her mouth, nose, and teeth, and she was taken to the hospital by ambulance.

[¶4] The ALJ determined that the injury was not compensable because Ms. Pike's case fits squarely within the exception from coverage related to an employee's voluntary participation in an employer-sponsored athletic event pursuant to 39-A M.R.S.A. § 102(11)(C) (Pamph. 2020). The ALJ concluded that this exclusion from coverage is dispositive in this case. After the petitions were denied, each party timely filed a motion for further findings of fact and conclusions of law, which the ALJ summarily denied. Ms. Pike's appeal and Bankers Life's cross-appeal followed.

II. DISCUSSION

[¶5] Title 39-A M.R.S.A. §102(11)(C)'s definition of "Employee" expressly excludes "any person who is otherwise an employee, if the person is injured as a result of the person's voluntary participation in an employer-sponsored athletic event or an employer-sponsored athletic team." Ms. Pike contends that the ALJ erred when determining that she fit within this exclusion. We disagree.

[¶6] Although Ms. Pike did not participate in the golf event as a competitor, the language in section 102(11)(C) is broad enough to encompass her activities that day. The ALJ did not err when determining that registering the golfers, selling raffle tickets, handing out water and snacks, helping with the lunch, and serving as a "spotter" near the green for the hole-in-one contest, constitutes participation in an employer-sponsored athletic event within the meaning of 39-A M.R.S.A. §102(11)(C).

Because Ms. Pike did not fit within the definition of employee, her injury is not compensable under the Workers' Compensation Act.

[¶7] We affirm the ALJ's conclusion that Ms. Pike's injury arose out of her voluntary participation in an employer-sponsored athletic event. The ALJ's findings on that issue are adequate for appellate review and are dispositive in this case, therefore we do not address the other issues raised in the appeal or cross-appeal. The ALJ's decision involved no misconception of applicable law and the application of the law to the facts was neither arbitrary nor without rational foundation." *Moore v. Pratt & Whitney Aircraft*, 669 A.2d 156, 158 (Me. 1995) (quotation marks omitted).

The entry is:

The administrative law judge's decision is affirmed.

Any party in interest may request an appeal to the Maine Law Court by filing a copy of this decision with the clerk of the Law Court within twenty days of receipt of this decision and by filing a petition seeking appellate review within twenty days thereafter. 39-A M.R.S.A. § 322 (Pamph. 2020).

Pursuant to board Rule, chapter 12, § 19, all evidence and transcripts in this matter may be destroyed by the board 60 days after the expiration of the time for appeal set forth in 39-A M.R.S.A. § 322 unless (1) the board receives written notification that one or both parties wish to have their exhibits returned to them, or (2) a petition for appellate review is filed with the law court. Evidence and transcripts in cases that are appealed to the law court may be destroyed 60 days after the law court denies appellate review or issues an opinion.

Attorney for Appellant:
Douglas S. Kaplan, Esq.
KAPLAN & GRANT
136 Commercial Street
Suite 302
Portland, ME 04101

Attorney for Appellee:
Daniel F. Gilligan, Esq.
TROUBH HEISLER
P.O. Box 9711
511 Congress Street
Portland, ME 04104