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

CASE NUMBER: ADJ8225098

DANTE HALL	-vs.-	ST LOUIS RAMS, GREAT DIVIDE INSURANCE COMPANY c/o BERKELY SPECIALTY UNDERWRITING MANAGERS, LLC,

WORKERS' COMPENSATION JUDGE: Patricia Frisch

DATE: May 18, 2017

OPINION ON DECISION

Dante Hall, born September 20, 1978, while employed during the period July 15, 2000 to March 1, 2009, as a professional athlete, occupation group 590 at various locations in California by The St. Louis Rams and Kansas City Chiefs. For the St. Louis Rams from 4-25-07 to 2-26-09 and Kansas City, which is not part of this litigation, from 7-5-00 to 4-25-07, claims to have sustained injury arising out of and in the course of employment to head, neck, back, legs, shoulders, hips, elbows, wrists, hands, knees, ankles, feet, internal, ENT/TMJ, neuropsych, hearing, vision, sleep and chronic pain.

At the time of the injuries the employer's workers' compensation carrier was Great Divide Insurance Company in care of Berkley Specialty Underwriting Managers, LLC.

The issues at trial were: California Jurisdiction, (all other stem from jurisdiction.)

JURDICTION

While the court believes that California has jurisdiction over the NFL because of the continuing business conducted in this State the court will not exercise jurisdiction in this case. For the court, the issue is if the St. Louis Rams can enforce the choice of law/choice of forum clause when the Rams

'picked up ' the applicant's option year from the contract that the applicant and the Kansas City Chiefs entered into.

Under *McKinley v Arizona Cardinals* (McKinley) 78 CCC 23 (2013) it was up to the challenger to find the clause invalid by finding fraud or overreaching, unreasonable or unjust enforcement, inconvenient forum or a strong public policy issue was involved.

The applicant believes the clause is invalid because the applicant and the Chiefs were the parties and that clause should not bind the applicant playing for the Rams. The court disagrees because *all* other parts of the contract were enforced by both parties when the Rams 'picked up' his option. The applicant would have not agreed if the compensation rate were changed. The applicant testified that, except for the team, the contract remained the same.

If the applicant had moved to a different State, the clause would have been found invalid but the contract was still governed by the State of Missouri, where both teams resided.

Applicant received medical treatment for his injuries in California but most, if not all the treatment was provided by the team doctors and trainers and the applicant did not testify to any extended stays in California for treatment but received all follow up treatment at his home facility.

He played 90% of his games outside California, never had a California agent or formed a contract for play in California, never was a resident while he was playing or currently; California simply has no State interest in this injury and will not exercise jurisdiction.

DATE: May 18, 2017

Patricia L. Frisch

Patricia Frisch
WORKERS' COMPENSATION JUDGE

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