

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

Case No. ADJ8180232

HUBERT OLIVER,

Applicant,

vs.

**FINDINGS OF FACT
AND ORDER**

**PHILADELPHIA EAGLES, ACE/ESIS AND
HOME INSURANCE;
INDIANAPOLIS COLTS, HOME
INSURANCE AND TRAVELERS
INDEMNITY COMPANY;
HOUSTON OILERS, HOME INSURANCE, in
liquidation, administered by CALIFORNIA
INSURANCE GUARANTEE ASSOCIATION,**

Defendants.

COUNSEL- ALL SPORTS LAW, LLP

By: Shawn D. Stuckey, Esq., licensed in the state of Minnesota
Hearing Representative for Applicant

LAW OFFICES OF DIMACULANGAN & ASSOCIATES

By: Ryan Simms, Esq.
Attorney for Defendants, Travelers Indemnity Company
For the Indianapolis Colts

**LAW OFFICES OF COLANTONI, COLLINS, MARREN,
PHILLIPS & TULK, LLP**

By: Nolan McCready, Esq.
Attorney for Defendants, ACE/ESIS for the Philadelphia Eagles

LAW OFFICES OF FLOYD, SKEREN & KELLY, LLP

By: Jim Zoellner, Esq.
Attorney for Defendants, The California Insurance Guarantee
Association for Home Insurance, in liquidation, for the Houston Oilers,
Currently known as The Tennessee Titans

The above entitled matter having been heard and regularly submitted, the Honorable Tien Nguyen, Workers' Compensation Administrative Law Judge, now decides as follows:

FINDINGS OF FACT

1. Hubert Oliver, applicant, claimed to sustained injury arising out of and in the course of employment during the continuous trauma period from 5-12-1981 through 9-7-87 while employed as a Professional Athlete by the Philadelphia Eagles, Indianapolis Colts, and Houston Oilers to the head, neck, back, spine, bilateral shoulders, bilateral elbows, bilateral hands, bilateral wrists, bilateral legs, bilateral ankles, bilateral feet, internal organs, ENT/TMJ conditions, neurological/psyche conditions, hearing loss, vision loss, sleep problems and in the form of chronic pain.
2. At the time of the injury, the employer's workers' compensation carrier was ACE/ESIS for the Philadelphia Eagles, from 7-1-1981 through 7-1-1984; Home Insurance for the Philadelphia Eagles, from 7-2-84 through 9-11-85; Home Insurance for the Indianapolis Colts, from 5-9-86 through 8-15-86; Travelers for the Indianapolis Colts, from 8-15-86 through 11-21-86; Home Insurance for the Houston Oilers, from 12-12-86 through 9-7-87. Home Insurance Company was in liquidations, and administered by California Insurance Guarantee Association (CIGA).
3. At the trial on 4/25/17, it was stipulated that:
 1. Applicant was employed by the Philadelphia Eagles from 5-12-81 through 9-11-85; for the Indianapolis Colts, two periods of employment, from 5-9-86 through 8-27-86 and from 10-21-86 through 1-21-86; for the Houston Oilers from 12-12-86 through 9-9-87; and,
 2. Applicant played two games in California on 8-13-83 and 9-3-83 for the Philadelphia Eagles, in the total of 80 games that the applicant played over his professional athlete career;
 3. At the time of the injury, the employee's earnings were \$1,730.77 per week, warranting indemnity rates at \$224 per week for the year 1987 (and at \$1,153.85 at the present time), and for permanent disability, \$140 under the 1987 rate;

4. The carrier/employer has adequately compensated for a period of TD to the present.

5. Applicant's testimony on the two core factual issues: a. Whether his agent, Mr. Muller, had full authority to bind the employment contracts; and, b. Whether applicant signed the contracts in San Diego, California, was unreliable due to various inconsistencies and lack of independent recollection. Thus, there was no substantial evidence to support a finding of California jurisdiction.

6. Having found no California jurisdiction for the claim of continuous trauma injury from 5-12-1981 through 9-7-87 while employed as a Professional Athlete by the Philadelphia Eagles, Indianapolis Colts, and Houston Oilers to various orthopedic body parts, internal organs, ENT/TMJ conditions, neurological/psyche conditions, hearing loss, vision loss, sleep problems and in the form of chronic pain, all other issues are moot and will not be addressed.

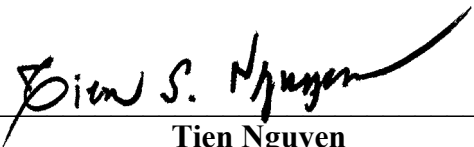
ORDER

IT IS ORDERED that:

1. Applicant's testimony on the two core factual issues: a. Whether his agent, Mr. Muller, had full authority to bind the employment contracts; and, b. Whether applicant signed the contracts in San Diego, California, was unreliable due to various inconsistencies and lack of independent recollection. Thus, there was no substantial evidence to support a finding of California jurisdiction.

2. Having found no California jurisdiction for the claim of continuous trauma injury from 5-12-1981 through 9-7-87 while employed as a Professional Athlete by the Philadelphia Eagles, Indianapolis Colts, and Houston Oilers to various orthopedic body parts, internal organs, ENT/TMJ conditions, neurological/psyche conditions, hearing loss, vision loss, sleep problems and in the form of chronic pain, all other issues are moot and will not be addressed.

DATE: 6/29/17



Tien Nguyen
WORKERS' COMPENSATION JUDGE

Served by mail on parties listed below:

BY: *HSamonte*
H. Samonte

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