

COURT OF APPEALS
DIVISION II

03 MAY -4 PM 3:40

NO. 38588-1-II

STATE OF WASHINGTON
BY _____
DEPUTY

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

MICHAEL W. ALDRIDGE

Appellant,

vs.

DEPARTMENT OF LABOR AND INDUSTRIES - STATE OF
WASHINGTON

Respondent.

ON APPEAL FROM THURSTON COUNTY SUPERIOR COURT
ACTING IN ITS APPELLATE CAPACITY

APPELLANT'S OPENING BRIEF

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ORIGINAL

TABLE OF CONTENTS

	Page
I. <u>ASSIGNMENTS OF ERROR</u>	7
A. Assignments of Error	7
B. Issues Pertaining to Assignments of Error	7
II. <u>STATEMENT OF THE CASE</u>	8
A. Factual History	8
<u>Docket 06 16687</u>	7,9,16
<u>Docket 06 21784</u>	3,7,12
<u>Docket 07 16585</u>	3,7,14,15,25
III. <u>ARGUMENT</u>	16
<u>Docket 06 16687</u>	
A. The court erred when it denied Mr. Aldridge’s appeal of the Board’s access to jurisdictional history records that contain information outside of the issue before the Board.....	16
B. The decision of the IAJ in his Proposed Decision and Order is arbitrary and capricious and erroneously applies the law.	17
C. Mr. Aldridge is legally entitled to increases in his time-loss compensation pursuant to the increases in his employer-provided group health care insurance benefits because his costs for maintaining the benefit are mandatory.	19
D. There is no legal mandate that exists which limits the calculation of wages or other consideration of a like nature to the amount paid only by the employer for health care benefits while excluding those of the injured worker.	22

E.	It is well established in case law, that where differences over the meaning of the provisions of Title 51 occur, the benefit of the doubt belongs to the injured worker.	24
----	--	----

Docket 07 16585

A.	The court erred when it dismissed Mr. Aldridge’s appeal of the Board’s violation of the law when it failed to acknowledge Mr. Aldridge’s appeal on four separate occasions.	25
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B.	The Board lost jurisdiction of Mr. Aldridge’s appeal when Mr. Aldridge filed appeal in Superior Court.	28
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Docket 06 21784

A.	The court erred when it denied Mr. Aldridge’s appeal of the department’s finding in its letter of November 9, 2006, that Mr. Aldridge was non-cooperative in the facilitation of his claim resulting in the suspension of benefits.	29
----	---	----

IV.	<u>FEES AND COSTS</u>	38
-----	-----------------------	----

V.	<u>CONCLUSION</u>	39
----	-------------------	----

TABLE OF AUTHORITIES

<u>Cases - Washington</u>	Page
<i>Clauson v. Department of Labor & Indus.</i> , 79 Wn. App. 537; 903 P.2d 518 (1995)	25
<i>Cockle v. Dep't of Labor & Indus.</i> , 142 Wn.2d 801, 16 P.3d 583 (2001) 20, 21,22,23,24.	
<i>Curtis Lumber Co. v. Sortor</i> , 83 Wn.2d 764, 767, 522 P.2d 822 (1974) ..	28
<i>Dennis v. Dep't of Labor & Indus.</i> , 109 Wn.2d 467, 470, 745 P.2d 1295 (1987)	24
<i>Doty v. The Town of South Prairie</i> , 155 Wn.2d 527; 120 P.3d 941; (2005)23, 24	
<i>Double D Hop Ranch v. Sanchez</i> , 133 Wn.2d 793, 798, 947 P.2d 727 (1997)	24
<i>Gallo v. Labor & Indus.</i> , 155 Wn.2d 470 120 P.3d 564; (2005).....	19, 21,22.
<i>Giles v. Dep't of Soc. & Health Service</i> , 90 Wn.2d 457; 583 P.2d 1213 (1978)	26
<i>Griggs v. Averbeck Realty</i> , 92 Wn.2d 576, 584, 599 P.2d 1289 (1979).	17
<i>Haley v. Medical Disciplinary Bd.</i> , 117 Wn.2d 720, 728, 881 P.2d 1062 (1991)	25
<i>Hillis v. Dep't of Ecology</i> , 131 Wn.2d 373, 383, 932 P.2d 139 (1997)...	18
<i>In re Saltis</i> , 94 Wn.2d 889, 896, 621 P.2d 716 (1980)	28
<i>Malang v. Dep't of Labor & Indus.</i> , 139 Wn. App. 677; 162 P.3d 450; (2007)	23

<i>Marley v. Department of Labor and Indus.</i> , 125 Wn.2d 533, 548, 886 P.2d 189 (1994).....	17,18.
<i>Mestrovac v. Dep't of Labor & Indus.</i> , 142 Wn. App. 693; 176 P.3d 536 (2008).....	33
<i>Phillips v. Wenatchee Valley Fruit Exch.</i> , 124 Wash. 425, 214 P. 837 (1923).....	28
<i>State v. A.M.R.</i> , 147 Wn.2d Wn.2d 91, 95, 51 P.3d 790 (2002).....	33,38
<i>State Liquor Control Bd. v. State Personnel Bd.</i> , 88 Wn.2d 368, 561 P.2d 195 (1977).....	26
<i>Washington, on the Relation of Kenneth Billington, v. Sinclair</i> , 28 Wn.2d 575; 183 P.2d 813; (1947).....	20
<i>Sanwick v. Puget Sound Title Ins. Co.</i> , 70 Wn.2d 438, 423 P.2d 624 (1967).....	28
<i>Sheets v. Benevolent & Prot. Order of Keglers</i> , 34 Wn.2d 851, 854-55, 210 P.2d 690 (1949).....	33
<i>Tinsley v. Monson & Sons</i> , 2Wn. App. 675; 472 P.2d 546 (1970).....	29
<i>Vasquez v. Dep't of Labor & Indus.</i> , 44 Wn. App. 379; 722 P.2d 854; (1986).....	29

Board Decisions

<i>David A. Pattison Docket No. 00-14057</i> (2001).....	35
<i>In Re Charles Stewart</i> , BIIA 96 3019 (1996).....	20,21
<i>In re Christine Guttromson</i> , BIIA Dec., 55,804 (1981).....	36
<i>In Re L. Darlene Amos Docket No. 05-11567</i> (2006).....	35

Statutes

RCW 41.06.170 26

RCW 51.04.010 25

RCW 51.08.178 21,22,23,24

RCW 51.12.010 19,24,25

RCW 51.28.040 11,17,18,20

RCW 51.52.050 14,34,35,36,37

RCW 51.52.060 14,25,27,30,32,34,37

RCW 51.52.070 8,16

RCW 51.52.090 7,15,27

RCW 51.52.110 14,28,29

RCW 51.52.130 38

Rules

RAP 14 39

Washington Administrative Code

WAC 263-12-010 27

WAC 263-12-060 27,28

WAC 263-12-070 15

WAC 296-14-552 22

WAC 296-14-524 22

Abbreviations

Certified Appeal Board Record.....	CABR
Clerk's Papers.....	CP
Report of Proceedings	RP

I. ASSIGNMENTS OF ERROR

A. Assignments of Error.

1. The Superior Court acting in its appellate capacity and authority, erred when it denied Mr. Aldridge's appeal of the Board of Industrial Insurance Appeals (hereinafter "Board") violation of RCW 51.52.090 Appeals to Board Deemed Granted, When; docketed under Board Docket #07 16585;

2. The Superior Court acting in its appellate capacity and authority, erred when it affirmed the Board's order of April 27, 2007, (in Board Docket #06 16687) that adopted the February 26, 2007 proposed decision and order which affirmed the Department of Labor and Industries (hereinafter "Department") order of May 3, 2006. The order of May 3, 2006, affirmed the February 27, 2006 order denying Mr. Aldridge's request for time-loss compensation benefits rate adjustment;

3. The Superior Court acting in its appellate capacity and authority, erred when it affirmed the Board's order of April 12, 2007, (in Board Docket #06 21784) that denied Mr. Aldridge's Motion to Vacate its order denying his appeal of November 9, 2006.

B. Issues Pertaining to Assignments of Error.

1. Whether the court erred when it denied Mr. Aldridge's appeal alleging the Board's violation of RCW 51.52.090 when the Board refused on four separate occasions to acknowledge receipt of Mr. Aldridge's properly served appeal? (Assignment of error 1);

2. Whether the court erred when it denied Mr. Aldridge's appeal of the Board's access to the history of an industrial insurance injury claim file referred to as the "Jurisdictional History" record where access to the contents of the entire record contradicts the language contained in RCW 51.52.070 and is prejudicial as the record contains only information of the Department's history of every event associated with a claim. (Assignment of error 2)

3. Whether the court erred by affirming the Board's denial of Mr. Aldridge's petition for review of the Board's affirmation of the Department's denial of Mr. Aldridge's request for a change of circumstances adjustment to his time-loss compensation benefits? (Assignment of error 2)

4. Whether the court erred by affirming the Board's denial of Mr. Aldridge's appeal of a Department letter that suspended time-loss benefits and unjustly accused Mr. Aldridge of non-cooperation? (Assignment of error 3)

II. STATEMENT OF THE CASE

A. Factual History.

On October 14, 2000, Mr. Aldridge was employed as a Trooper with the Washington State Patrol. While on-duty performing a felony drug search of a motor vehicle along I-5 in Olympia, Mr. Aldridge suffered an injury to his low back. Mr. Aldridge reported the injury to his employer and the department. The department accepted Mr. Aldridge's injury and opened claim number X-065232. (CABR 24) Mr. Aldridge

began receiving medical treatment and time-loss as a result of his industrial injury.

On July 19, 2002, Mr. Aldridge's employer placed Mr. Aldridge on inactive status due to job related disability as a result of the industrial injury. (CABR 35)

Docket 06-16687

On December 5, 2000, Mr. Aldridge was restricted from work including any kind of work by the medical provider in-charge of his claim Dr. Thomas Young. The department was advised that Mr. Aldridge was restricted from working and subsequently placed Mr. Aldridge on time-loss compensation. It was during this process that the department included the employer-paid healthcare benefits and Mr. Aldridge's contribution for the benefit as part of his wages. (CP 12)

On or about December 5, 2005, Mr. Aldridge received notice from his employer that his portion of the cost for his healthcare benefits will increase from \$80.00 to \$131.00 effective January 2006. (CP 12)

On December 15, 2005, Mr. Aldridge authored a letter to the Mr. James A. Roberts, the claims manager assigned to his claim during this time, advising him of the pending increase and requesting a change in circumstances with regard to his time-loss payments.

On January 6, 2006, after receiving no response from the department, Mr. Aldridge authored a follow up letter to Ms. James, the person whose name now appeared as the claims manager for his claim. In his letter, Mr. Aldridge advised Ms. James of his letter of December 15, 2006, and reiterated his concerns regarding the change of circumstances with regard to the increased cost of his healthcare benefits. Mr. Aldridge included a copy of the previously forwarded (December 15, 2005) documents and again requested a change in circumstances. (CP 13)

On Saturday January 13, 2006, Mr. Aldridge received a copy of a letter from Jean T. Bushnell for Ms. James, to Ms. McCloskey (Employer's representative) apprising her of his notice to the Department. The letter indicated that Jean T. Bushnell conducted a telephone conversation with Ms. McCloskey regarding the matter. On February 15, 2006, Mr. Aldridge went online and directly into the department's electronic case management system, where he filed a follow up request to his December 15, 2005 and January 6, 2006 letters. On February 23, 2006, Mr. Aldridge sent a copy of the letter filed electronically in the department's electronic case management system to Ms. James via facsimile. (CP 13)

On March 1, 2006, Mr. Aldridge received the department's Notice of Decision indicating in part, "The department did not receive information to support that a change in the time-loss compensation rate is appropriate. The request for adjustment is denied. (Supervisor of Industrial Insurance. By Sony K. James)" On March 3, 2006, Mr. Aldridge received a letter from Ms. James denying his request for change of circumstances and indicating that the department does not "compensate for the increase in health care premiums that occur at the beginning of the year." Ms. James went on to state, that she verified that Mr. Aldridge's employer continues to provide healthcare benefits and that Mr. Aldridge "voluntarily dropped coverage for your family and opted to only cover yourself." (CP 13)

On April 26, 2006, Mr. Aldridge filed a Request for Reconsideration with the Department via facsimile. On May 8, 2006, Mr. Aldridge received the Department's Notice of Decision dated May 3, 2006, affirming its Order issued February 27, 2006. On July 3, 2006, Mr. Aldridge filed appeal to the Board. On October 25, 2006, a telephonic

scheduling conference was held. Mr. Aldridge requested permission to tape record the proceedings; the request was denied. Mr. Aldridge declined to stipulate to the jurisdictional history and was advised by the administrative judge that he would dismiss Mr. Aldridge's appeal if he did not agree to the stipulation. (CP 14 & CABR 60-62, 75-78) On January 23, 2007, a hearing was held pursuant to Mr. Aldridge's appeal. The parties were allowed to submit post-hearing brief. (CABR 105 – 112) On February 26, 2007, the Board issued its proposed decision and order affirming the department's denial of Mr. Aldridge's request for change of circumstances asserting among other things, that the department's order of February 15, 2002, is a final and binding determination of the claimant's wages at the time of the industrial injury and that during the time after the industrial injury when Mr. Aldridge's employee share or co-payment of the total health insurance premium costs increased, those costs are not a change in circumstances within the meaning of RCW 51.28.040. (CABR 23–30) On April 9, 2007, Mr. Aldridge filed petition for review of the proposed decision and order asserting inter alia, the judge's abuse of discretion with regard to the admittance of the entire jurisdiction history record, irregularity in the proceedings with regard to the admittance of the entire jurisdictional history record, no evidence or reasonable inference from the evidence exists to justify the decision and substantial justice was not done by the decision. (CABR 60-62) On April 20, 2007, Mr. Aldridge filed an amendment to his petition for review and on April 24, 2007, the Board issued its order denying Mr. Aldridge's petition for review.

Docket 06-21784

On September 9, 2005, Mr. Aldridge's L&I claim was referred to OSC Vocational Systems (hereinafter "OSC") to facilitate the plan development phase of the vocational service program. OSC assigned the claim to Monica Schneider (hereinafter "Ms. Schneider") a vocational rehabilitation counselor. (CP 9) From September 9, 2005 through April 10, 2006, Ms. Schneider engaged several assistants in facilitation of Mr. Aldridge's plan. On April 10, 2005, Mr. Aldridge was contacted by Ms. Shelly Bray-Mark (hereinafter "Ms. Bray-Mark"), an intern and assistant of Ms. Schneider, to present Ms. Schneider's rehabilitation plan to Mr. Aldridge. The plan was sent to Mr. Aldridge via facsimile at his request; upon review, Mr. Aldridge realized a complete copy of the plan was not provided. Mr. Aldridge declined to sign the document citing concerns that included lack of adequate information for Mr. Aldridge to make an informed decision. (CP 9) From April 10, 2006 through May 24, 2006, Mr. Aldridge requested information from the department with regard to plan development while he continued to receive threats of charges of non-cooperation if he did not sign the plan. In response to Mr. Aldridge's request for information, the information provided by the department was negligible at best or it deferred to OSC to provide information. On May 24, 2006, after attempting to negotiate the contents of Ms. Schneider's plan, Mr. Aldridge signed the plan under duress after being given the deadline date of May 24, 2006, to sign or Ms. Schneider would recommend non-cooperation charges against Mr. Aldridge to the department. (CP 10) Mr. Aldridge learned that Ms. Schneider was closing her L&I cases in Olympia and was transferring to Everett. Mr. Aldridge

apprised the department claims manager Ms. Sony K. James of this eventuality however, Ms. James was disinterested and six days after Mr. Aldridge signed the plan, Ms. James, acting on behalf of the department, approved the plan and asked Mr. Schneider to facilitate the plan implementation phase of the vocational services. One day after being asked, Ms. Schneider declined the referral. (CP 10) On June 5, 2006, Mr. Aldridge received notice from the department dated May 31, 2006, regarding acceptance of the plan agreement. On June 6, 2006, Mr. Aldridge filed a protest with the department against acceptance of the plan stating the plan was signed under duress. From June 6, 2006 through July 10, 2006, the department refused to provide a response or acknowledgement of Mr. Aldridge's protest. (CP 10) On July 10, 2006, Mr. Aldridge forwarded a request for the status of the protest and included a copy of the original protest. On July 19, 2006, the department acknowledged receipt of the protest and on July 24, 2006, the department denied the protest as untimely alleging the original date of the request as July 10, 2006. On July 26, 2006, Mr. Aldridge filed appeal to the Board. (CP 10)

From July 24, 2006, through November 9, 2006, the department continued to enforce the terms of the vocational plan while the protest and associated appeal before the Board were processed. During this time, another vocational counselor Corydon R. Whaley (hereinafter "Mr. Whaley") was assigned the plan in substitution of Ms. Schneider. Mr. Aldridge protested the assignment as the contractual agreement for personal services between Mr. Aldridge and Ms. Schneider does not provide provisions for assignment of the contract. The department and OSC ignored Mr. Aldridge's protest and Mr. Whaley attempted to enforce the terms of the contract while constantly and continually violating the

same. (CP 11) In violation of the terms of the contract, Mr. Whaley contacted the college Mr. Aldridge was attending and attempted to obtain information. The college refused to provide the information. On November 14, 2006, Mr. Aldridge received notice from the department dated November 9, 2006, that it had suspended time-loss compensation for non-cooperation as a result of Mr. Whaley's inability to obtain records from the college Mr. Aldridge attends. (CP 11) On December 8, 2006, Mr. Aldridge filed appeal with the Board. On January 3, 2007, the Board issued an order denying Mr. Aldridge's appeal asserting that the department's "letter of November 9, 2006, is not an order, decision or award of the Department subject to appeal under RCW 51.52.060. The letter itself takes no action by which the claimant is aggrieved" (CP 11) On January 8, 2007, Mr. Aldridge moved for vacation of the denial asserting inter alia, that "departmental allegations of violations of RCW 51.52.110 are considered valid or true unless and until the claimant files a "good cause" letter explaining his/her actions or inactions" (CP 11) Even where the department accepts the claimant's explanation and good cause, the allegation remains a part of the department's permanent records, without indication that the allegation of non-cooperation was not upheld and without providing the claimant's response to the allegation. The allegations are also included in all jurisdictional history records provided to the Board when the claimant files an appeal before the Board. Those records are then part of the file forwarded to the Superior Court where an appeal of a Board decision is sought. On April 12, 2007, the Board denied Mr. Aldridge's motion to vacate asserting upon other things, the Board remains "unconvinced that the November 9, 2006 letter took action by which Mr. Aldridge was aggrieved within the meaning of RCW 51.52.050." (CP 12)

Docket 07-16585

On March 8, 2007, Mr. Aldridge electronically served appeal upon the Board and the department, appealing the department's decision issued January 9, 2007, which ended vocational services. (CP 8) On March 20, 2007, Mr. Aldridge sent a letter directly to David E. Threedy the executive secretary of the Board, apprising him of the appeal and providing him copies of the appeal documents. (CP 8) By April 12, 2007, Mr. Aldridge had not received a response from Mr. Threedy or acknowledgement from the Board regarding the appeal. Mr. Aldridge authored a second letter to the Board again apprising it of the appeal filed March 8, 2007, and his subsequent letter of March 20, 2007 regarding the appeal. The Board was also advised that pursuant to RCW 51.52.090 and WAC 263-12-070, the appeal is deemed to have been granted as a result of the Boards failure to deny the appeal. By May 9, 2007, Mr. Aldridge still had not received any form of reply, response or acknowledgement from the Board; having no other recourse, Mr. Aldridge filed appeal in Superior Court. (CP 8)

On May 17, 2007, Mr. Aldridge received a letter from Executive Secretary Threedy on behalf of the Board. In his letter, Mr. Threedy apologized for the lack of an earlier response and asserted that Mr. Aldridge's March 8, 2007 appeal was considered an amendment to the notice of appeal filed on February 23, 2007, and that the appeal would remain an amendment to the February 23, 2007 appeal. Mr. Aldridge responded to Mr. Threedy's letter by advising him that this instance of the Board's refusal to respond or acknowledge Mr. Aldridge's appeal is not the first and that this instance of the Board's failure to respond or acknowledge Mr. Aldridge's appeal had already been forwarded to

Superior Court thereby depriving the Board of further jurisdiction. (CP 9)
The Board assigned the docket number 07-16585 to the appeal and continued to adjudicate the matters of the appeal. On February 27, 2008, the department issued a Notice of Decision pursuant to an order on agreement of Parties before the Board, reversing and remanding the matters of the appeal to the department. (CP 9)

III. ARGUMENT

Docket 06-16687

A. The court erred when it denied Mr. Aldridge's appeal of the Board's access to jurisdictional history records that contain information outside of the issue before the Board.

In appeals before the Board, the department is required by law to transmit its original record, or a legible copy thereof, "in such matter to the board." RCW 51.52.070 Content of notice – Transmittal of record, states in relevant part; The notice of appeal to the board shall set forth in full detail the grounds upon which the person appearing considers such order, decision, or award is unjust or unlawful, and shall include every issue to be considered by the board" In this portion of the statute, the controversy appealed is required to be identified "in full detail" along with the order, decision or award the appellant considers unjust or unlawful and has therewith appealed. RCW 51.52.070 then sets forth, "The department shall promptly transmit its original record, or a legible copy thereof . . . **in such matter** to the board." [Emphasis added] The requirement here is that the records maintained by the department related to the specific issues before the Board is required to be transmitted to the Board not the entire history of the claim as the department has documented it through its activity on the claim and which, as in Mr. Aldridge's case, include issues

relating to alleged overpayments and unsuccessful appeals none of which are germane to the matter before the Board and which may tend to be prejudicial. (RP 14, CP 26-27, CABR 11,12, 23 & 24) The Board abused its discretion by denying Mr. Aldridge's motion to strike and should have limited the jurisdictional history to the matters on appeal. Griggs v. Averbeck Realty, 92 Wn.2d 576, 584, 599 P.2d 1289 (1979). An **abuse of discretion** exists only when no reasonable person would take the position adopted by the trial court. *Morgan v. Burks*, 17 Wn. App. 193, 198, 563 P.2d 1260 (1977).

Mr. Aldridge did meet his burden of proof; the Superior Court erred in its decision to the contrary.

B. The decision of the IAJ in his Proposed Decision and Order is arbitrary and capricious and erroneously applies the law.

Mr. Aldridge sustained an industrial injury on October 14, 2000 and on December 5, 2000; he was restricted from work as a result of the injury. Mr. Aldridge applied for and received coverage under the Industrial Insurance Act. On February 15, 2002, the department issued an order establishing Mr. Aldridge's wages at the time of injury. Mr. Aldridge did not protest or appeal the order as Mr. Aldridge's co-contribution for health care benefits was constructively established at the time of injury. From the time of injury through January 2006, Mr. Aldridge's co-contribution for his healthcare increased however, the time-loss benefits did not increase to maintain parity with the established wages at the time of injury. Pursuant to RCW 51.28.040, Mr. Aldridge applied for a change in circumstance to offset the increase in his co-contribution for health care coverage; the department denied his request and Mr. Aldridge appealed. (CP 27-28) In his Proposed Decision and Order, the

IAJ affirmed the department's denial concluding that "The Department order dated February 15, 2002, is a final and binding determination of the claimant's wages at the time of his industrial injury, within the meaning of *Marley v. Department of Labor and Indus.*, 125 Wn.2d 533, 548, 886 P.2d 189 (1994)." *Rios v. Wash. Dep't of Labor & Indus.*, 145 Wn.2d 483; 39 P.3d 961 (2002) We have explained that "agency action is arbitrary and capricious if it is willful and unreasoning and taken without regard to the attending facts or circumstances." *Hillis v. Dep't of Ecology*, 131 Wn.2d 373, 383, 932 P.2d 139 (1997). (CABR 24-28)

In general, *Marley* establishes that, where an order establishing a claimant wages at the time of injury is not protested or appealed, the order becomes final and binding on all parties. *Id* at *Marley*. The mandates of the holding in *Marley* apply equally to the employer and the department as well as to Mr. Aldridge. If Mr. Aldridge is prohibited from receiving an increase in his time-loss benefits because he could not predict the catastrophic increases in his co-contribution to his health care coverage, then the department must continue to pay time-loss benefits consistent with the original order. Mr. Aldridge's employer would also be prohibited from requiring increases in Mr. Aldridge's co-contribution while it continued to maintain the same level of health care coverage Mr. Aldridge was receiving at the time of his industrial injury. (RP 16-19, CABR 24-28, CP 27) Because this scenario is not practical, we must look to the unambiguous language of the statute. RCW 51.28.040 states in relevant part, "If change of circumstances warrants an increase or rearrangement of compensation, like application shall be made therefor." The legislative intent of this law is to address circumstance such as that in Mr. Aldridge's case. Because neither Mr. Aldridge, his employer or the department could have predicted on February 15, 2002, the increases in the cost of Mr.

Aldridge's health care coverage, RCW 51.28.040 provides a method for addressing those unpredictable eventualities such as those presented in Mr. Aldridge's case.

C. Mr. Aldridge is legally entitled to increases in his time-loss compensation pursuant to the increases in his employer-provided group health care insurance benefits because his costs for maintaining the benefit are mandatory.

Mr. Aldridge was receiving health care benefits provided by his employer at the time of his industrial injury. At the time of the injury, Mr. Aldridge was contributing to the cost of his employer-provided group healthcare benefits. Mr. Aldridge's contribution is mandatory; without his contribution, the employer will deny the benefit thereby depriving Mr. Aldridge of the coverage altogether. In conjunction, had Mr. Aldridge stopped paying his portion of the cost of the employer-provided group health care benefit for any reason, the department would not have increased his time-loss compensation by the amount the employer was paying for the benefit instead; the department would have completely denied compensation for the benefit altogether. The resulting loss of Mr. Aldridge's employer-provided group healthcare benefits would undermine the intent of title 51 by exacerbating the economic loss he suffered as a result of his industrial injury.

In Gallo v. Labor & Indus., 155 Wn.2d 470 120 P.3d 564; (2005), the court affirms the assertion of lower courts that "Title 51 RCW was intended to "reduc[e] to a minimum" an injured worker's "economic loss." RCW 51.12.010." The yearly increases of the costs to Mr. Aldridge for his portion of his employer-provided group health care benefit undermines the court's holding by reducing Mr. Aldridge's wages at the time of his

word "must" in the holding of the court in Stewart BIIA 96 3019, applies in Sinclair.

It is well established through Board rulings and case law, that health care benefits are considered other compensation that must be included as wages when determining the amount of time-loss compensation.

In Gallo v. Labor & Indus., 155 Wn.2d 470 120 P.3d 564; (2005), the court held,

"in Cockle, this court addressed the question of whether the value of employer-provided health care coverage is included in the basis used to calculate workers' compensation payments under RCW 51.08.178. We conclude that such benefits do constitute "other consideration of like nature and must be included as wages. Cockle, 142 Wn.2d at 822 [I]nstead, relying on the ejusdem generis rule of construction, we adopted a narrower view, ruling that the phrase "'board, housing, fuel, or other consideration of like nature'" means "readily identifiable and reasonably calculable in-kind components of a worker's lost earning capacity at the time of injury that are critical to protecting workers' basic health and survival." Cockle, 142 Wn.2d at 822 (quoting RCW 51.08.178(1)). Applying this definition we determined that while the payments for Cockle's health care were not part of her cash wages, they were a non-cash wage under the "other consideration" language of RCW 51.08.178. *Id.*

Consistent with the ruling in Gallo supra, Mr. Aldridge's contribution to his health care benefit is considered a part of his wages by his employer. During the Board hearing on the matter of the change of circumstances, Mr. Maki the administrator of the Budget and Fiscal Services division for the Washington State Patrol testified that the contribution made by employees toward their health care benefit is taken out of the employees gross pay. (CABR – Transcript 25,36) This deduction contributed to Mr. Aldridge's lost earning capacity at the time of his

industrial injury and continue throughout his disability thereby entitling him to a change of circumstances increase in his time-loss benefits.

D. There is no legal mandate that exists which limits the calculation of wages or other consideration of a like nature to the amount paid only by the employer for health care benefits while excluding those of the injured worker.

As previously stated herein, in order for Mr. Aldridge to retain and maintain the health care benefit provided by his employer, he is required to contribute to the cost of the benefit. Without Mr. Aldridge's monthly contribution, the benefit would be lost. In Cockle v. Dep't of Labor & Indus., 142 Wn.2d 801, 16 P.3d 583 (2001), the court held,

The "reasonable value" of a benefit that may be included in an injured worker's wage basis under RCW 51.08.178(1) for calculating time-loss benefits *may be measured by the monthly premium actually paid by the worker to secure it or*, in the case of a group plan, the worker's portion thereof." [Emphasis added]

Pursuant to the holding of the court, the monthly contribution paid by Mr. Aldridge to retain and maintain the group health care benefits provided by his employer may be included in the amount of the time-loss compensation he is entitled to receive.

In Gallo v. Labor & Indus., 155 Wn.2d 470 120 P.3d 564 (2005), the court affirmed, Wash. Admin. Code § 296-14-522 defines wages as (1) cash wages, (2) bonuses, and (3) the reasonable value of board, housing, fuel and other consideration of like nature. Wash. Admin. Code § 296-14-524(1)(a) and (c) define "other consideration of like nature" to be benefits objectively critical to protecting the worker's basic health and survival at the time of injury, in other words, benefits that provide a necessity of life

and that are critical to protecting the employee's immediate health and survival.

In this affirmation, the court does not restrict wages or other consideration of like nature to the cost of health care benefits paid by the employer; rather, it purposely affirms the department's rule defining wages as "the reasonable value of board, housing, fuel and other consideration of like nature." The cost of the mandatory contribution Mr. Aldridge pays to retain and maintain the health care benefits provided by his employer meet the definition provided in the department's rule. The department's rule is affirmed by the court.

In Cockle *Id.* at 142 Wn.2d 801, 16 P.3d 583, the court held, "Since the 1971 revision of Wash. Rev. Code tit. 51, the Washington Supreme Court has emphasized that an injured worker should be compensated based not on an arbitrarily set figure, but rather on his or her actual lost earning capacity."

In a recent court ruling, this Court more closely defined the term wages with regard to RCW 51.08.178. In Malang v. Dep't of Labor & Indus., 139 Wn. App. 677; 162 P.3d 450; (2007) this Court held; When possible, courts define statutory terms by their ordinary meaning. See Cockle, 142 Wn.2d at 807-08; In re Testamentary Trusts Created for Benefit of Barovic, 128 Wn. App. 196, 200, 114 P.3d 1230 (2005). The plain meaning of "wages" is remuneration from the employer in exchange for work performed. Webster's Third New International Dictionary 2568 (2002); Black's Law Dictionary 1610 (8th ed. 1999); see also Doty, 155 Wn.2d at 542 ("[W]ages, ' simply stated, refer to the monetary remuneration for services performed."); Rose, 57 Wn. App. at 758 ("We construe the term 'wage,' therefore, to include any and all forms of consideration received by the employee from the employer in exchange for work performed."). This definition is consistent with RCW 51.08.178(1), which describes "wages" as including "the reasonable value of board, housing, fuel, or other consideration of like nature received from the employer."

See Doty v. The Town of South Prairie, 155 Wn.2d 527; 120 P.3d 941; (2005) [A]ccording to RCW 51.08.178, "wages" refer to the "hourly," "daily," or "monthly" "wage" that the employee "receive[s] from the employer as part of the contract of hire." RCW 51.08.178(1). Whether salaried or paid hourly, "wages," simply stated, refer to the monetary remuneration for services performed. *Id.*

E. It is well established in case law, that where differences over the meaning of the provisions of Title 51 occur, the benefit of the doubt belongs to the injured worker.

During the January 23, 2007 hearing, Mr. Aldridge presented argument through his original appeal that the statutes and associated case law entitled him to a change of circumstance as a result of the increased cost he was required to pay to for the same amount of health care benefits he was receiving at the time of his industrial injury. The department argued that only the cost the employer pays toward health care benefits is required to be included in the amount of time-loss compensation to which an injured worker is entitled. (CABR – Transcript 11-20 & 41-44)

In *Cockle Id.* at 142 Wn.2d 801, 16 P.3d 583, the court held, The 1971 Legislature also codified a principle already long recognized by our courts: "*This Title shall be liberally construed for the purpose of reducing to a minimum the suffering and economic loss arising from injuries and/or death occurring in the course of employment.*" RCW 51.12.010. In other words, where reasonable minds can differ over what Title 51 RCW provisions mean, in keeping with the legislation's fundamental purpose, the benefit of *the doubt belongs to the injured worker*: [T]he guiding principle in construing provisions of the Industrial Insurance Act is that the Act is remedial in nature and is to be liberally construed in order to achieve its purpose of providing compensation to all covered employees injured in their employment, *with doubts resolved in favor of the worker*. *Dennis v. Dep't of Labor & Indus.*, 109 Wn.2d 467, 470, 745 P.2d 1295 (1987) (citing cases both predating and postdating the 1971 codification of this principle); *see also* Double D

Hop Ranch v. Sanchez, 133 Wn.2d 793, 798, 947 P.2d 727 (1997), 952 P.2d 590 (1998). [Emphasis added]

The law with respect to interpretation of Title 51 establishes that the Court may substitute its judgment for the judgment of the department in its administration of Title 51. Haley v. Medical Disciplinary Bd., 117 Wn.2d 720, 728, 881 P.2d 1062 (1991)

Clauson v. Department of Labor & Indus., 79 Wn. App. 537

When interpreting a statute, it is the court's duty to ascertain and carry out the intent of the legislature. Legislative intent is determined primarily from the language of the statute, which should not be construed in such a way as to render any part meaningless. Washington's workers' compensation legislation resulted from a compromise between employers and workers, under which workers injured in their work are entitled to speedy and sure relief, while employers are immunized from common law responsibility. Wash. Rev. Code § 51.04.010. Washington's Industrial Insurance Act is to be liberally construed in order to achieve its purpose of **reducing the injured worker's suffering and economic loss by providing compensation, with doubts resolved in favor of the worker.** Wash. Rev. Code § 51.12.010. [Emphasis added]

Docket 07-16585

A. The Board violated the law when it failed, on four separate occasions with the same notice of appeal, to acknowledge or accept Mr. Aldridge's appeal.

Title 51 establishes the sole avenues available to injured workers under the Industrial Insurance Act when the injured workers wishes to seek remedy resulting from the department's violation of enforcement of the Act. RCW 51.52.060 establishes the procedures required to initiate an appeal of departmental

action. On March 8, 2007, March 20, 2007, April 12, 2007 and April 18, 2007; in accordance with the requirements of the Industrial Insurance Act, Mr. Aldridge sought remedy of departmental action by filing an appeal with the Board. The Board, being the sole avenue available under the Industrial Insurance Act to adjudicate disputes under the Act, refused to respond or acknowledge Mr. Aldridge's appeal on four separate occasions including when it received personal service of the appeal. It was only after the Board received service of Mr. Aldridge's appeal to Superior Court that it finally responds. Through its implicit denial, Mr. Aldridge was constructively denied his right to appeal and was as a result, thereby prejudiced by the Board's inaction.

Giles v. Dep't of Soc. & Health Service, 90 Wn.2d 457; 583 P.2d 1213 (1978) Appellant first contends that the Board lost jurisdiction of his **appeal** by failing to hold the required hearing within the 30-day period applicable at the time he filed his appeal. RCW 41.06.170. Appellant argues that this lack of jurisdiction entitles him to the requested relief without a determination on the merits. We do not agree. We recently held that the word "shall" as used in RCW 41.06.170 is not necessarily mandatory. *State Liquor Control Bd. v. State Personnel Bd.*, 88 Wn.2d 368, 561 P.2d 195 (1977). In that case, we were faced with the liquor board's assertion that the employee lost her remedy when the personnel board failed to hear the appeal within the time prescribed. To have treated the provision as mandatory would have denied the employee a legislatively mandated right of appeal through no fault of the employee. The same rationale is not present here. However, in the absence of a showing of prejudice caused by the delay, we do not see why the result should differ.

The important point is that the employee be assured the right of appeal. [Emphasis added]

The failure of the Board to respond to Mr. Aldridge's service of notice of appeal violates the Board's administrative rules as well as the law. WAC 263-12-010 establishes the function and jurisdiction of the Board. Under this WAC, the Board's function includes reviewing, holding hearings on, and deciding appeals filed from "orders, decisions or awards of the department of labor and industries." RCW 51.52.060 establishes the requirements of the law with regard to the Board and appeals of the Industrial Insurance Act, as well as the requirements of persons seeking review of violations of the Act. Pursuant to these requirements, on four separate occasions, Mr. Aldridge properly served notice of appeal upon the Board.

WAC 263-12-060 Filing appeals; establishes in relevant part: "(7) The board **shall** forthwith acknowledge receipt of any appeal filed with the board and the board's stamp placed thereon shall be prima facie evidence of the date of receipt." [Emphasis added] Despite this rule, the Board still refused to respond or acknowledge Mr. Aldridge's appeal. RCW 51.52.090 establishes the law when the Board fails to deny an appeal. Under this law, an appeal that is not denied within thirty days after the notice is filed with the Board is deemed to have been granted; however, no rule or statute exists that establishes the status of an appeal where the Board refuses to respond under any circumstance. Despite the requirements under this RCW, if the Board refuses to respond, the appeal is implicitly denied thereby leaving the appellant no alternative other than to advance the matter to Superior Court.

As a result of the Board's blatant refusal to respond or acknowledge Mr. Aldridge's appeal until after Mr. Aldridge filed appeal in Superior Court and service notice upon the Board, it violated its own rule as well as the law.

B. The Board lost jurisdiction of Mr. Aldridge's appeal when Mr. Aldridge filed appeal in Superior Court.

After proper service upon the Board on four separate occasions and having received no response from the Board, Mr. Aldridge filed appeal in Superior Court. Once the appeal was filed in Superior Court, the Board lost jurisdiction of the case.

Pursuant to RCW 51.52.110, appeals to the Superior Court must occur within thirty days of a denial by the Board to accept an appeal. The Board implicitly denied Mr. Aldridge's appeal when it failed to acknowledge receipt of Mr. Aldridge's appeal filed March 8, 2007, March 20, 2007, April 12, 2007 and April 18, 2007. See WAC 263-12-060(7). On May 9, 2007, Mr. Aldridge properly filed appeal to the Superior Court and properly served notice upon all parties. Once the appeal was filed in Superior Court, the Board lost jurisdiction of the case. Any proceeding occurring after the appeal was filed is void and unenforceable.

Tinsley v. Monson & Sons, 2Wn. App. 675; 472 P.2d 546 (1970) Preliminarily, we should note that any attempted proceedings in the superior court subsequent to filing of the notice of appeal on November 15, 1968, occurred after the trial court lost jurisdiction over the proceedings. Rule on Appeal I-15 (formerly ROA 15); *Sanwick v. Puget Sound Title Ins. Co.*, 70 Wn.2d 438, 423 P.2d 624 (1967). Hence, any judgment based upon such proceedings is void and unenforceable. *Phillips v. Wenatchee Valley Fruit Exch.*, 124 Wash. 425, 214 P. 837 (1923). We consider, therefore, solely the

issues presented by defendant's appeal from the court's judgment of October 18, 1968.

Once Mr. Aldridge filed and served the appeal pursuant to RCW 51.52.110, general as well as appellate jurisdiction of the Superior Court was invoked. Vasquez v. Dep't of Labor & Indus., 44 Wn. App. 379; 722 P.2d 854; (1986) [s]ubstantial compliance with procedural rules is sufficient to invoke the general as well as the RCW 51.52.110 appellate jurisdiction of the superior court. *In re Saltis*, 94 Wn.2d 889, 896, 621 P.2d 716 (1980) (quoting *Curtis Lumber Co. v. Sortor*, 83 Wn.2d 764, 767, 522 P.2d 822 (1974)).

Docket 06-21784

- A. The court erred when it denied Mr. Aldridge's appeal of the department's finding in its letter of November 9, 2006, that Mr. Aldridge was non-cooperative in the facilitation of his claim and thereby suspended benefits.**

On November 9, 2006, Mr. Aldridge was served notice by the department of its determination of non-cooperation against Mr. Aldridge for having ostensibly failed to have provided his grade report to a vocational counselor and for ostensibly having instructed the college he attends to deny access to his college records. Without justification, verification or due process, the department made its determination and sanctioned Mr. Aldridge by 1) determining that his alleged conduct was non-cooperative, 2) requiring that he provide "good cause" for the non-cooperation, 3) terminating vocational and time-loss benefits. On December 8, 2006, Mr. Aldridge filed appeal before the Board. On December 10, 2006, Mr. Aldridge complied with the demand of the department by providing a "good cause" letter and by providing his grades to the department. In his appeal, Mr. Aldridge identified how he was

aggrieved by the determination of the department and its demand that he subjugate his right to confidentiality of his educational records by compelling him to release his educational records in violation of a contract that was now invalid. On January 3, 2007, the Board issued an order denying Mr. Aldridge's appeal. In its denial, the Board states that the department's letter,

[r]equested information from the claimant related to his vocational services . . . ,” and that “[t]he letter of November 9, 2006, is not an order, decision or award of the Department subject to appeal under RCW 51.52.060. The letter itself takes no action by which the claimant is aggrieved. It merely serves to explain the statutory requirements related to vocational services and possible sanctions for failure to comply with those requirements” [T]he letter from which this appeal is taken is not a final determination of the Department.

The letter concludes that Mr. Aldridge is non-cooperative in the facilitation of the claim and suspends vocational and time-loss benefits. The letter states unambiguously,

It has been brought to my attention that you **have not** supplied your grade report for August through October term to your vocational counselor. I have also received information that you have sent an e-mail to Kaplan University requesting that they not provide your vocational counselor with any information regarding your schooling [P]lease send a letter explaining your reason **for non-cooperation** with vocational services. Your written response is due by 12/11/06. **If good cause is shown, continued vocational and time-loss benefits will be considered.** [Emphasis added]

What is not indicated in the department's letter is that the vocational services that were not provided in the first place and the time-loss compensation were terminated on October 30, 2006.

On January 8, 2007, Mr. Aldridge filed what the Board determined was a motion to vacate. In Mr. Aldridge's motion, he succinctly identifies the department's violations of the Industrial Insurance Act. The department erroneously subjected Mr. Aldridge to allegations of non-cooperation as a result of unsubstantiated assertions of a third party. As a result of the allegations, Mr. Aldridge's time-loss benefits were denied and vocational services were terminated. When such allegations are asserted against a claimant, the allegations are considered true unless proven otherwise. As such, a claimant is guilty until proven innocent simply because the department says so. The department's assertion of guilt becomes a part of the claim file. Anytime a claimant files an appeal to the Board, a copy of the jurisdictional history encompassing the life of the claim as the department characterizes it, is provided to the Board and the assigned Industrial Appeals Judge (hereinafter "IAJ). This is tantamount to providing the criminal history record of a defendant in a criminal case to the judge or jury before a trial and demanding that the defendant stipulate to the accuracy of the record or lose his/her right to a hearing. Mr. Aldridge is aggrieved by the practices of the department on November 9, 2006; and accordingly, filed an appeal.

On April 12, 2007, the Board issued an order denying Mr. Aldridge's motion to vacate. In its order, the Board unwittingly supports Mr. Aldridge's assertion that all allegations and assertions made by the department in industrial insurance cases are deemed true unless proven otherwise. In the order denying the appeal, the Board holds; "In the letter, the Department **requested** information from the claimant related to

vocational services and **explained the consequences of non-cooperation.**” [Emphasis added] In the department’s decision, it categorically determined that Mr. Aldridge is non-cooperative and demanded that he explain his non-cooperation. Specifically, the letter demands “Please send a letter explaining **your reason for non-cooperation** with vocational services. Your written response is **due by 12/11/06.**” [Emphasis added] This language does not explain the consequences of non-cooperation; rather, it determines that Mr. Aldridge is non-cooperative and demands an explanation for his alleged behavior while demanding the information by a date specific. At line item 6 of the Board’s order denying appeal, the Board holds that “the letter took no action by which the claimant was aggrieved and merely served to explain the statutory requirements related to vocational services and possible sanctions for failure to comply with those requirements.” Mr. Aldridge’s time-loss benefits were suspended as a result of the department’s decision. In its letter, the department asserts that consideration for “continued” vocational and time-loss benefits would be “considered” pending its finding on the validity of Mr. Aldridge’s “good cause.” In its order denying appeal, the Board relies upon the language contained within RCW 51.52.060 to support its January 3, 2007 ruling, that Mr. Aldridge is not aggrieved by the action of the department as the November 9, 2006 letter is not an “order, decision or award of the Department subject to appeal RCW 51.52.060. The letter itself takes no action by which the claimant is aggrieved.” RCW 51.52.060 states in relevant part,

(1) (a) Except as otherwise specifically provided in this section, a worker, beneficiary, employer, health services provider, or other person aggrieved by an order, decision, or award of the department must, before he or she appeals to the courts, file

with the board and the director, by mail or personally, within sixty days from the day on which a copy of the order, decision, or award was communicated to such person, a notice of appeal to the board.

This statute provides the avenue for a worker aggrieved by an order, decision, or award of the department to appeal. The statute does not however define the word aggrieved nor is the word defined in the Board's order, yet the Board does not consider Mr. Aldridge's explanation of how he is aggrieved by the decision of the department. Neither is Mr. Aldridge given an opportunity to present his case against the department's determination. In State v. A.M.R., 147 Wn.2d Wn.2d 91, 95, 51 P.3d 790 (2002), the court held; "When the word "aggrieved" appears in a statute, it refers to "a denial of some personal or property right, legal or equitable, or the imposition upon a party of a burden or obligation." *Sheets v. Benevolent & Prot. Order of Keglers*, 34 Wn.2d 851, 854-55, 210 P.2d 690 (1949) (quoting 4 C.J.S. *Appeal and Error* § 183b(1))." *See also: Mestrovac v. Dep't of Labor & Indus.*, 142 Wn. App. 693; 176 P.3d 536 (2008) "Aggrieved" has been defined to mean "a denial of some personal or property right, legal or equitable, or the imposition upon a party of a burden or obligation."

In its November 9, 2006 decision, the department denies Mr. Aldridge of property and places a burden and obligation upon him through its determination that Mr. Aldridge is non-cooperative and by demanding that he justifies the alleged non-cooperation by providing written "just cause." Mr. Aldridge is obligated to provide the written "just cause" or the department will continue its suspension of Mr. Aldridge's benefits and/or implement additional sanctions. In addition, once Mr. Aldridge

complies with the department's demand and submits the written "just cause," the department will evaluate the information without providing Mr. Aldridge due process in its evaluation process.

In the Board's order denying motion to vacate, the Board rules that 1) after considering Mr. Aldridge's assertions outlined in his motion to vacate, the Board remains unconvinced that the letter of November 9, 2006 took action by which he was aggrieved within the meaning of RCW 51.52.050, 2) the department must have taken action from which the Board could direct relief, 3) because the letter relates only to the administration of the claim and not to rights or entitlements, the letter is not appealable to the Board, 4) the Board is empowered to correct determinations of the department that are not consistent with the statutes; in order to effectively administer claims the department "can and must" review vocational information. Letters which "merely" advise workers of their obligation do not "necessarily or concurrently" impact receipt of benefits, 5) "We have consistently interpreted that a person is aggrieved by an action of the Department when such action results in a loss of benefits under the Act. See for example, *In re Diane G. Johnson* . . . [p]arty not aggrieved by letters scheduling independent medical examinations, 6) successful proof that allegations of failure to supply grades were unsubstantiated would be meaningless as the Board could provide no relief, 7) "Only until such time as the Department suspends benefits could it be said that Mr. Aldridge was aggrieved by an action of the Department.

Mr. Aldridge responded accordingly:

- 1) RCW 51.52.050 states in relevant part;
- 2) (a) Whenever the department has taken **any action** or made **any decision** relating to any phase

of the **administration of this title** the worker, beneficiary, employer, or other person **aggrieved thereby** may request reconsideration of the department, **or** may appeal to the board. In an appeal before the board, the appellant shall have the burden of proceeding with the evidence to establish a prima facie case for the relief sought in such appeal. [Emphasis added]

Pursuant to RCW 51.52.050(2)(a), the Board will grant the appeal filed by a worker when the department has taken “any action or made any decision relating to any phrase of the administration” of Title 51. Mr. Aldridge’s case is apparently the only exception to this law.

In at least two prior significant cases before the Board, the Board has granted appeals where the appellant was afforded the opportunity to establish a prima facie case or the case is dismissed. In the case *In Re: David A. Pattison* Docket No. 00-14057, the Board held; “The industrial appeals judge determined that Mr. Pattison did not present a prima facie case for relief and, therefore, dismissed the appeal without the Department having presented its case. We find that Mr. Pattison made a prima facie case for relief. We remand the appeal to complete the hearing process.”

In the case *In Re L. Darlene Amos* Docket No. 05-11567, the Board reviewed the evidentiary rulings in the record of proceedings and found no prejudicial error; [T]herefore, it was error for the appeal to be dismissed.

The Board has reviewed the evidentiary rulings in the record of proceedings and finds that no prejudicial error was committed. The rulings are affirmed. We have granted review because we believe the self-insured employer did present a prima facie case for the relief it requested. Therefore, it was error for the appeal to be dismissed. Instead, we conclude that the

Department order under appeal should be affirmed as the claimant proved she sustained an industrial injury by a preponderance of the evidence. RCW 51.52.050 states, in part, "In an appeal before the board, the **appellant shall have the burden of proceeding with the evidence** to establish a prima facie case for the relief sought in such appeal." In appeals by employers, once a prima facie case is proven the burden shifts to the worker to establish entitlement to benefits by a preponderance of the evidence. *In re Christine Guttromson*, BIIA Dec., 55,804 (1981). [Emphasis added]

Essentially, Mr. Aldridge was not given the opportunity to establish his case through the presentation of evidence as provided in RCW 51.52.050.

The Board's order denying motion to vacate regarding these items are taken directly from the Board's decision rendered in the case *In Re: Diane G. Johnson*. Mr. Aldridge's case is distinguishable from *Johnson*. In *Johnson*, the department issued letters to the claimant arranging an independent medical examination and establishing an appointment date; *Johnson* appealed and the Board denied her appeal. *Johnson* filed appeal in King County Superior Court; the court remanded for consideration of whether the letters are appealable pursuant to RCW 51.52.050. In its response to the court's directive, the Board found that the letters were not decisions of the department appealable to the Board pursuant to RCW 51.52.060 and that their order did not reference RCW 51.52.050. The Board found,

In our view, RCW 51.52.050 and RCW 51.52.060 each permit a party to appeal orders, decisions, or awards of the Department by which the party has been **aggrieved**. RCW 51.52.050 provides, "whenever the department has taken any action or

received was invalid because the contract for the personal services provided by the vocational rehabilitation counselor, with whom Mr. Aldridge negotiated the contract, declined the department's offer to administer the retraining contained within the terms of the contract. As a result of the department's determination that Mr. Aldridge was non-cooperative, Mr. Aldridge was compelled to disclose his state and federally protected college transcripts; his time-loss benefits and actual vocational rehabilitation service were suspended and have not been reinstated. Relief from the impact of the obligations demanded by the department was available through the appeal process but was denied when the Board denied Mr. Aldridge's appeal. The word aggrieved is defined as a denial of some personal or property right, legal or equitable, or the imposition upon a party of a burden or obligation. *Id* at A.M.R. Mr. Aldridge was aggrieved when he was denied property rights, forced to provide his grade transcripts and obligated to respond to a determination that he non-cooperated in the facilitation of his claim.

III. FEES AND COSTS

Mr. Aldridge is seeking fees and costs pursuant to RCW 51.52.130.

RCW 51.52.130 states in relevant part;
If, on appeal to the superior or appellate court from the decision and order of the board, said decision and order is reversed or modified and additional relief is granted to a worker or beneficiary ... a reasonable fee for the services of the worker's or beneficiary's attorney shall be fixed by the court.

made **any decision** relating to **any phase** of the **administration of this title the worker**, beneficiary, employer, or other person aggrieved thereby may request reconsideration of the department, or may appeal to the board." Similarly, RCW 51.52.060 provides, "[a] worker, beneficiary, employer, health services provider, or other person **aggrieved** by an order, decision, or award of the department must, ... file with the board and the director, ... a notice of appeal to the board." In order to grant the appeal and exercise its statutory authority, the Board must make a threshold determination of whether the appellant has been aggrieved by the decision of the Department. We see no difference in the application of RCW 51.52.050 or .060 in this regard. If a person or party has not been aggrieved by a determination, the Board has no statutory authority to hear the appeal. In this appeal, Ms. Johnson has not been aggrieved by letters that indicate a medical examination has been scheduled. The letters, either individually or when read together, do not aggrieve Ms. Johnson. [Emphasis added]

In Mr. Aldridge's case, the department's decision was more than just instructions to attend an independent medical examination; rather, Mr. Aldridge was viciously accused of non-cooperation in the facilitation of the claim. Non-cooperation is one of the most egregious violations a claimant can commit or be accused of committing in a claim yet the term itself is extremely subjective. Alleging non-cooperation generally allows the claims manager the ability to suspend benefits in a claim until he/she is satisfied that the alleged behavior has ceased. The department's decision that Mr. Aldridge was non-cooperative was based upon conjecture and hearsay of which Mr. Aldridge was never afforded the opportunity to challenge. Additionally, the vocational training Mr. Aldridge was to have

Further, RAP 14 states that the “court will award costs to the party that substantially prevails on review, unless the appellate court directs otherwise in its decision terminating review.”

IV. CONCLUSION

Mr. Aldridge suffered an industrial injury that resulted in a claim pursuant to the Industrial Insurance Act. When time-loss benefits were determined pursuant to the Act, Mr. Aldridge could not have expected that his co-contribution to his job related health care benefits would increase so dramatically in such a short period of time. Fortunately, the legislature anticipated such change of circumstances eventualities and enacted a law that is designed to address these eventualities. Mr. Aldridge’s situation entitles him to correction of his time-loss benefit pursuant to the law.

The Board of Industrial Insurance Appeals is charged with the responsibility for review of the actions and decisions of the Department of Labor and Industries. When the Board engages in practices that prevent a citizen from exercising his right to due process, the Board violates the law. This violation occurred to Mr. Aldridge. Unfortunately, when an agency such as the Board violates the law under the circumstances to which Mr. Aldridge was subjected when he attempted to exercise his right of appeal, until the Board decides it is going to obey the law the only recourse available is to advance the matter to Superior Court. Doing so costs the injured worker money he/she most likely does not have. Once the case is filed in Superior Court and the Board is served, according to the Board, it can simply change its mind and decide to obey the law with impunity.

Essentially, this behavior is tantamount to a \$250.00 lesson designed to teach the injured worker who has the power. I am certain this was not the intent of the government when this administrative agency was conceived.

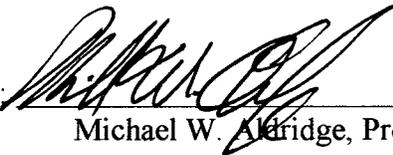
Once an appeal is accepted by the Board, the law allows the Department of Labor and Industries to provide the Board the jurisdictional history specifically related to the matters of the appeal. Including the complete claim file history based upon the departments side of what has transpired with the claim, is prejudicial and is not the intent of the law.

When an injured worker is required to participate in vocational rehabilitation, a contract is entered into between the injured worker and the particular rehabilitation counselor for the personal service of that counselor. If the counselor declines participate in the contract, the contract cannot be assigned to another counselor particularly when a new counselor is unaware of the intent of the parties to the contract. When this occurs, the contract is violated. This is what occurred with Mr. Aldridge. Mr. Aldridge was determined to be non-cooperative as a result, and sanctioned without due process. Again, this cannot be the intent of the government through the Industrial Insurance Act.

Mr. Aldridge respectfully requests his costs and fees in these matters.

RESPECTFULLY SUBMITTED this 4th day of May 2009.

MICHAEL W. ALDRIDGE

By:  _____
Michael W. Aldridge, Pro Se

