

**FINAL AWARD DENYING COMPENSATION**  
(Reversing Award and Decision of Administrative Law Judge)

Injury No.: 08-117815

Employee: Ricky D. Wilson, Jr.  
Dependent: Jennifer Wilson, dependent daughter  
Employer: Ricky Wilson, Jr.  
Insurer: Missouri Employers Mutual Insurance Co. (MEMIC)

This cause has been submitted to the Labor and Industrial Relations Commission (Commission) for review as provided by § 287.480 RSMo. We have reviewed the evidence and briefs, heard oral argument, and we have considered the whole record. Pursuant to § 286.090 RSMo, the Commission reverses the award and decision of the administrative law judge dated March 5, 2010.

**Preliminaries**

Ricky Wilson, Jr. (employee) was the owner, as well as employee of a company (employer) which moved mobile homes from sales sites to buyers' places of installation. Employee would transport and set up mobile homes and was paid for this service by the seller of the mobile homes.

The administrative law judge (ALJ) found that employee sustained an injury by accident arising out of and in the course of his employment on December 13, 2008. As a result, the ALJ found employer liable for employee's permanent total disability benefits in the amount of \$234.69 per week beginning December 13, 2008. In addition, the ALJ awarded medical treatment to cure and relieve employee from the effects of the work injury, including, but not limited to past, present, future, and psychological care, as well as, nursing care. The ALJ found that the doctors employee was currently seeing or their successors shall be deemed the authorized treating physicians and shall provide employee his medical care. Lastly, because employee is wheelchair bound, the ALJ ordered modifications for both his home and vehicle to the extent that such is recommended by his treating physicians.

Employer appealed to the Commission. The primary issue currently before the Commission concerns whether the injuries employee sustained on December 13, 2008, arose out of and in the course of his employment.

**Findings of Fact**

Employee was involved in a single vehicle accident that occurred on Saturday, December 13, 2008, at approximately 5:40 a.m. Due to his injuries from the accident, employee experiences serious memory problems and is unable to recall what happened that Saturday or in the days immediately preceding the accident. The facts concerning employee's intentions and the purposes for his trip that Saturday may only be discerned from the persons he talked with about his plans for that Saturday. These witnesses include: (1) Nancy Morris (Ms. Morris), employee's live-in girlfriend and mother of their 3 year-old daughter; (2) Robert "Bob" Francis (Mr. Francis), a business associate of

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employee's and lessee of the 200 acre property where employee planned to deer hunt on December 13, 2008; and (3) Frederick White (Mr. White), the consultant and manager of the mobile home dealership, Iseman Homes, whom employee said he was going to meet on December 13, 2008.

The alleged work-related aspect of employee's December 13, 2008, trip is largely based on communications employee had with Mr. White. Mr. White is the consultant and manager of Iseman Homes, a mobile home dealer located in Chillicothe, Missouri. Mr. White was interested in possibly hiring employee for several jobs, but wanted to meet in-person with him before formally extending the offer. Mr. White testified that he did not believe he discussed with employee where the homes, that he was considering hiring employee for, were to be delivered and set up. Mr. White testified that he and employee had set up several appointments to discuss employee possibly transporting and setting up homes, but that employee had not kept the appointments nor called to cancel them with the exception of one.

Mr. White testified that on Tuesday, December 9, 2008, he spoke with employee and employee apologized for missing their previously scheduled appointments. Mr. White testified that he understood because the weather had been bad around that time period. Mr. White told employee that he had an open invitation to meet with him either before 8:00 a.m. on Friday, December 12, 2008, or before 9:00 a.m. on Saturday, December 13, 2008. Employee expressed to Mr. White that he planned to meet with him in Chillicothe on either that Friday or Saturday morning.

Mr. Francis had previously worked with employee as an escort driver. Mr. Francis last worked for employee in October 2008. Mr. Francis owns and lives with his wife Mary on a 20 acre property at 19759 County Road 130, a gravel road just west of Hwy Z near Bogard, Missouri. Mr. Francis and his wife also lease a 200 acre property that is located approximately one-half mile further west down County Road 130 from their place.

Mr. Francis had previously offered to let employee hunt deer on his 200 acre property. Employee took Mr. Francis up on his offer and came to deer hunt in November 2008, the month before the accident, which was the first and only other occasion that employee had been to the Francis residence or their 200 acre property down the road.

Mr. Francis testified that employee called him on Thursday, December 11, 2008, and asked if he could hunt on the Francis property on December 13, 2008. Mr. Francis told employee that he could hunt on that day and employee told Mr. Francis that he would call him the next day to confirm. Mr. Francis testified that employee called him in the evening on Friday, December 12, 2008, and confirmed that he was coming out to hunt on Mr. Francis' 200 acre property the following morning. During the same telephone conversation, employee told Mr. Francis that he was supposed to meet with Mr. White from Iseman Homes on that Saturday as well. Mr. Francis did not know for sure, but thought that employee told him that his meeting with Mr. White was to take place at noon on that Saturday.

Ms. Morris lives with employee in Independence, Missouri. Ms. Morris testified that on Thursday evening, December 11, 2008, employee told her that he was going to deer hunt

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on Mr. Francis' 200 acre property on December 13, 2008. During this conversation, employee also told Ms. Morris that he had a meeting with Mr. White of Iseman Homes on that Saturday. The next evening, Friday, December 12, 2008, Ms. Morris testified that employee told her son that he could not go hunting with employee the next day "because he also had business to tend to."

Ms. Morris testified that employee left their home at approximately 4:45 a.m. on Saturday, December 13, 2008. Ms. Morris testified that before employee left, they discussed what he was going to do that day. During that conversation, employee told Ms. Morris he was going to go hunting, meet with Mr. White, and also ask Mr. Francis to be his escort driver. Ms. Morris did not know in what order employee planned on doing the aforementioned. Ms. Morris also did not know why employee would ask Mr. Francis to be an escort driver when Mr. Francis had already been working with employee before on numerous occasions as an escort driver.

Mr. Francis testified that in the dark hours on the Saturday morning before the accident, employee called him and woke him up at 5:05 a.m. to tell him he was lost. When employee called he had already left his home in Independence, Missouri and was on his way to Mr. Francis' property. Employee explained that his directions had flown out of his truck's window. When employee called at 5:05 a.m., he told Mr. Francis that he had made it to Hwy KK. Mr. Francis told employee to follow Hwy KK and continue straight onto Hwy C. Mr. Francis then told employee that he would need to turn left off of Hwy C on to Hwy Z. He further explained to employee how to get to the gravel road that his property is on, County Road 130. Mr. Francis then went back to sleep.

Employee called Mr. Francis again at 5:20 a.m. asking for directions to the Francis property where he was going to hunt. Mr. Francis stated that this was a fairly short conversation and that he just reiterated his previous directions.

Employee called Mr. Francis again at 5:33 a.m. and Mr. Francis again gave him directions and told employee to go down Hwy Z and around the first part of the S curve that is past the Pin Oak Shooting Range, and then shoot straight off onto County Road 130 going west. Mr. Francis believed employee would recognize where he was once he got on County Road 130 because employee had just been there hunting the previous month.

Employee's last call to Mr. Francis that morning was at 5:40 a.m. Employee indicated to Mr. Francis that he had turned right instead of left off of Hwy Z onto County Road 130 and had taken that road east until it intersected with another blacktop highway. Employee also expressed concern that he was running out of gas. Mr. Francis told employee that he had made a wrong turn and had evidently gone east all the way to Hwy 65. Mr. Francis told employee that he needed to turn around and come back. Mr. Francis told employee that he needed to continue west on County Road 130 until it intersected with Hwy Z and to "shoot straight off of it" back onto County Road 130. Employee told Mr. Francis that he thought he was running out of gas. Mr. Francis told employee that he would come out looking for him in case he ran out of gas and then Mr. Francis heard a loud noise on employee's end of the phone. The loud noise, which occurred at approximately 5:40 a.m., was the last thing Mr. Francis heard from employee's end of the phone.

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Mr. Francis went out looking for employee and at approximately 8:00 a.m. on December 13, 2008, he found employee in his overturned truck in a creek below a bridge on County Road 130. When employee was found, he was dressed in full camouflage and had his deer rifle in his truck.

The parties have stipulated that employee is permanently and totally disabled as a result of the December 13, 2008, accident.

Mr. Francis testified that, to the best of his knowledge, the only business connection with employee's trip that day was his scheduled meeting with Mr. White. Employee did not relate to Mr. Francis that he wished to speak with Mr. Francis about business on that Saturday, December 13, 2008.

### **Conclusions of Law**

In order for an injury to be compensable, it must arise out of and in the course of employment. *Bivins v. St. John's Regional Health Center*, 272 S.W.3d 446, 451 (Mo. App. 2008). Section 287.020.3(2) RSMo provides:

An injury shall be deemed to arise out of and in the course of the employment only if:

- (a) It is reasonably apparent, upon consideration of all the circumstances, that the accident is the prevailing factor in causing the injury; and
- (b) It does not come from a hazard or risk unrelated to the employment to which workers would have been equally exposed outside of and unrelated to the employment in normal nonemployment life.

Employee argues that the injury is compensable under the "dual purpose doctrine." The dual purpose doctrine is similar to the "mutual benefit doctrine" which requires only that the injury to the employee must have occurred during the performance of an act for the mutual benefit of the employer and the employee where some advantage to the employer resulted from the employee's conduct. *Graham v. La-Z-Boy Chair Co.*, 117 S.W.3d 182, 186 (Mo. App. 2003). Where travel is involved, the mutual benefit exception is known as the dual purpose doctrine because the work of the employee creates a necessity for travel even though the employee may be serving some purpose of his own. *Medrano v. Marshall Electrical Contracting, Inc.*, 173 S.W.3d 333, 339 (Mo. App. 2005).

Employee argues that the facts of this case fall within the purview of the dual purpose doctrine because employee's accident occurred when he was on his way to Mr. Francis' place for his first of two business meetings scheduled for December 13, 2008. This theory relies on the assumption that employee intended on meeting with Mr. Francis about being his escort driver for the Iseman Homes jobs before his meeting with Mr. White.

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In this case, the facts are clear that on the morning of December 13, 2008, employee left his home in Independence, Missouri with the intention of hunting on Mr. Francis' property near Bogard, Missouri and then meeting with Mr. White in Chillicothe, Missouri regarding potential new business. The credible evidence establishes that employee intended on meeting with Mr. White after he hunted on the Francis property, but before 9:00 a.m.

It is an issue of dispute as to whether employee was going to have a business meeting with Mr. Francis prior to his meeting with Mr. White. In fact, the only evidence that suggests employee intended to discuss business with Mr. Francis on the morning of December 13, 2008, was the testimony of Ms. Morris stating that employee had told her he planned to ask Mr. Francis to be his escort driver. However, Ms. Morris did not know if employee intended to ask Mr. Francis to be his escort driver before or after his meeting with Mr. White.

We find that there was no intention on employee's part to meet with Mr. Francis to discuss business prior to his meeting with Mr. White on December 13, 2008. Mr. Francis, who had spoken with employee the night before the accident, and was speaking with him at the time the accident occurred, testified that, to the best of his knowledge, the only business connection with employee's trip that day was his scheduled meeting with Mr. White. In addition, Mr. Francis was asleep when employee called him on the morning of December 13, 2008. If there had been a plan to discuss business on that morning, Mr. Francis most likely would have been awake and expecting employee's arrival. Most importantly, at the time of the accident, employee had not even secured the work from Iseman Homes. The whole purpose of the meeting with Mr. White, which was to occur after employee's hunting trip on Mr. Francis' property, was to discuss the details of the jobs and for Mr. White to decide if he wanted to hire employee for the jobs. Based on the aforementioned, it is more logical to conclude that employee was going to ask Mr. Francis to be his escort driver after he was offered the work and knew the details for the Iseman Homes jobs. At the time of the accident, Mr. White did not believe he had even discussed with employee where the homes were to be delivered. It would be hard for Mr. Francis to agree to be employee's escort driver for the jobs without even knowing where the homes were going to be delivered.

The next issue to address is whether employee's trip to Mr. Francis' property, before his business meeting with Mr. White, falls within the purview of the dual purpose doctrine. The Court in *Medrano* stated that "[t]he dual purpose doctrine recognizes 'that if the exposure to the perils of the highway is related to the employment even though the employment is not the sole cause of such exposure to such risks but is combined with or is a concurrent personal cause, the benefit of compensation is not to be withdrawn.'" The Court in *Gee v. Bell Pest Control*, 795 S.W.2d 532 (Mo. App. 1990), stated that when an employee's duties require travel, "the general rule is that an injury arises in the course of a claimant's employment if the accident occurs within the period of employment at a place the employee may reasonably be, while he is in furtherance of the employer's business or performing activities incidental to employment." *Id.* at 536.

While the aforementioned principles highlight the breadth of the dual purpose doctrine, the Court in *Parsons v. Kay's Home Cooking, Inc.*, 830 S.W.2d 46 (Mo. App. 1992)

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highlighted its boundaries. The Court in *Parsons* stated that the dual purpose doctrine does not apply when an employee deviates from the employer's business, so that at the time of the motor vehicle accident, the employee is serving only his own purposes. *Id.* at 48. The Court points out that the relevant question to ask in cases of this nature is: Had the personal trip been cancelled, would the employee have been where they were when the accident occurred? *Id.* at 49.

In *Parsons*, the claimant was injured when she was supposed to be traveling to a bank to obtain change for the employer's cash register. The bank was located east of the employer's place of business. Before going to the bank, the claimant went to a hospital west of the restaurant in order to purchase a medical test kit for her personal use. After purchasing the medical test kit, the claimant drove toward the bank and was injured in a motor vehicle accident that occurred just to the west of the employer's place of business. In denying the claimant benefits, the Court held that if the claimant's personal errand had been cancelled, she would not have been where she was when the accident occurred. *Id.*

In our case, employee's trip began in Independence, Missouri with the dual purpose of deer hunting and meeting with Mr. White in Chillicothe, Missouri to discuss potential business. At the time of the accident, employee had already deviated from his route to Chillicothe and was traveling west on County Road 130 towards the Francis property where he planned to deer hunt. It is clear from Mr. Francis' testimony that, at the time of the accident, employee was not on his way to Chillicothe, Missouri. Had employee cancelled his personal hunting trip, he would not have been where he was when the accident occurred.

For the foregoing reasons, we find that employee's deviation from the employer's business prevents him from recovering under the dual purpose doctrine.

We must also address the ALJ's determination that, under the mutual benefit doctrine, employee's entire trip was within the course and scope of his employment. Because the mutual benefit doctrine and the dual purpose doctrine are very similar, we rely on many of the same facts in determining that employee's accident is not compensable under the mutual benefit doctrine.

The mutual benefit doctrine requires that an injury must have occurred during the performance of an act for the mutual benefit of the employer and the employee, that is, where some advantage to the employer resulted from the employee's conduct. *Blades v. Commercial Transport, Inc.*, 30 S.W.3d 827, 829 (Mo. 2000). The benefit to the employer, however, cannot be so remote, attenuated or speculative that it deprives the doctrine of its meaning. *Id.* at 831. In addition, "[t]he test is not whether any conceivable benefit to the employer can be articulated no matter how strained, but whether the act that resulted in the injury is of some substantive benefit to the employer." *Id.*

As previously stated, we are not persuaded by employee's argument that he was going to discuss business with Mr. Francis prior to his meeting with Mr. White on December 13, 2008.

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Therefore, it strains the facts to find any credible evidence that supports a finding that there was a substantive benefit to employer by employee deviating from his route to Chillicothe for business to first go deer hunting on the Francis property near Bogard, Missouri.

In summary, employee was not in route to Chillicothe at the time of his accident, but was on his way to deer hunt on the Francis property. Employee's plan to deer hunt by himself did not provide a benefit to employer sufficient to justify application of either the dual purpose or mutual benefit doctrines.

For the foregoing reasons, we find that employee did not meet his burden in establishing that his injury arose out of and in the course of his employment. We hereby reverse the award and decision of the administrative law judge and find that employee's claim for benefits is denied.

The award and decision of Administrative Law Judge Mark S. Siedlik, issued March 5, 2010, is attached and incorporated to the extent it is not inconsistent with this final award.

Given at Jefferson City, State of Missouri, this 3<sup>rd</sup> day of March 2011.

LABOR AND INDUSTRIAL RELATIONS COMMISSION

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William F. Ringer

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Alice A. Bartlett, Member

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DISSENTING OPINION FILED

John J. Hickey, Member

Attest:

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Secretary

Employee: Ricky D. Wilson, Jr.

**DISSENTING OPINION**

I have reviewed and considered all of the competent and substantial evidence on the whole record. Based on my review of the evidence as well as my consideration of the relevant provisions of the Missouri Workers' Compensation Law, I believe the decision of the administrative law judge should be affirmed.

Under the dual purpose doctrine, employee's accident arose out and in the course of his employment. "Briefly stated, the doctrine is that if the work of the employee creates the necessity for the travel, he is in the course of his employment, even though he, at the same time, is serving some purpose of his own. *Corp. v. Joplin Cement Co.*, 337 S.W.2d 252, 255 (Mo. banc 1960)." For the dual purpose doctrine to apply, the "trier of fact must be able to infer the employee would have made the journey even though the private purpose was absent." *Otte v. Langley's Lawn Care, Inc.*, 66 S.W.3d 64, 70 (Mo. App. 2001), overruled on other grounds by *Hampton v. Big Boy Steel Erection*, 121 S.W.3d 220 (Mo. banc 2003).

I think the meeting with Mr. White was the primary reason for employee's travel to the Northwest Missouri area on December 13, 2008. Three or four days before employee's accident, Mr. White spoke with employee about meeting in person the coming weekend to discuss the possibility of establishing a business relationship whereby employee would transport homes for Iseman. Employee had missed prior appointments with Mr. White, so Mr. White told employee, "we need to get this done." Mr. White was clearly conveying to employee that the Iseman business opportunity could be lost if employee did not meet with Mr. White the coming weekend. A business opportunity was at stake. I am convinced employee would have made the trip even if Mr. Francis had told employee he could not hunt on his acreage.

The testimony of Mr. Dalton provides support for a conclusion that the primary motivation for employee's trip to Chillicothe was the meeting with Mr. White. Mr. Dalton testified that he offered to let employee hunt deer on his land on the day of the accident and employee declined even though the Dalton land was much closer to employee's home than the Francis land. We can reasonably infer that employee made the longer drive to the Bogard area because of employee's need to meet with Mr. White in Chillicothe.

There is absolutely no evidence to refute employee's prima case that his trip on December 13, 2008, was necessitated by his work. Mr. White's implication was clear: If employee did not make the trip, he would not get the work. Employee's minor deviation off a direct route to Chillicothe – he was less than a mile from Highway Z which runs into Highway 65 south of Chillicothe – is too insignificant to remove him from the sphere of his employment.

I would affirm award of the administrative law judge. I respectfully dissent from the decision of the majority of the Commission to deny compensation in this case.

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John J. Hickey, Member

## FINAL AWARD

Employee: Ricky D. Wilson, Jr. Injury No: 08-117815  
Dependents: Jennifer Wilson (minor daughter) D/O/A: 12/13/08  
Employer: Ricky Wilson, Jr.  
Insurer: Missouri Employers Mutual Insurance Company (MEMIC)  
Hearing Date: November 24, 2009 Checked by: MSS/pd

### FINDINGS OF FACT AND RULINGS OF LAW

1. Are any benefits awarded herein? Yes
2. Was the injury or occupational disease compensable under Chapter 287? Yes
3. Was there an accident or incident of occupational disease under the Law? Yes
4. Date of accident or onset of occupational disease: December 13, 2008
5. State location where accident occurred or occupational disease was contracted:  
Bogart, Carroll County, Missouri
6. Was above Employee in employ of above Employer at time of alleged accident or occupational disease? Yes
7. Did Employer receive proper notice? Yes
8. Did accident or occupational disease arise out of and in the course of the employment? Yes
9. Was claim for compensation filed within time required by Law? Yes
10. Was Employer insured by above insurer? Yes
11. Describe work Employee was doing and how accident occurred or occupational disease contracted: Employee, while in the scope and course of his employment, was driving a vehicle and had an accident resulting in permanent injury to his body as a whole.
12. Did accident or occupational disease cause death? No Date of death? N/A

13. Part(s) of body injured by accident or occupational disease: Head, neck, back, mental and emotional psyche, upper extremities, lower extremities, internal organs and body as a whole.
14. Nature and extent of any permanent disability: Permanent and total disability agreed to by stipulation of the parties.
15. Compensation paid to-date for temporary disability: None.
16. Value necessary medical aid paid to date by Employer/insurer? None.
17. Value necessary medical aid not furnished by Employer/Insurer? To date \$965,399.03. Medicaid to date has paid \$156,979.41 and has a \$152,291.93 lien. There has been a write-off of \$290,616.34 by the healthcare providers. \$33.00 has been paid by the Employee. \$517,770.28 was still due and owing as of the date of the hearing.

A summary of these amounts is contained in Exhibit C. However, upon review, Exhibit C contains two typographical errors, to-wit:

- (a) the Boone Hospital Center bill for services rendered on July 23, 2009 (Exhibit N) is actually \$6.00; and not the -0- originally stated; and
- (b) the August 1, 2009 University Physicians billing (Exhibit Q) is actually \$320.00 rather than the \$300.00 originally stated.

18. Employee's average weekly wages: \$352.00 per week.
19. Weekly compensation rate: \$234.69/\$234.69.
20. Method wages computation: Stipulated
21. Amount of compensation payable: The Employer is liable for Permanent Total Disability benefits in the amount of \$234.69 per week beginning December 13, 2008.
22. Second Injury Fund liability: None.
23. Future requirements awarded: Medical treatment to cure and relieve the Employee from the effects the work injury of December 13, 2008, including, but not limited to past, present and future and psychological care, as well as, nursing care. The doctors Employee is currently seeing or their successors shall be deemed the authorized treating physicians and shall provide Employee his medical care. Also, because Employee is wheelchair bound, I order modifications for both his home and vehicle to the extent that such is recommended by his treating physicians.

Said payments to begin as of date of this award and to be payable and be subject to modification and review as provided by law.

## **FINDINGS OF FACT and RULINGS OF LAW:**

Employee: Ricky D. Wilson, Jr. Injury No: 08-117815  
Dependents: Jennifer Wilson (minor daughter) D/O/A: 12/13/08  
Employer: Ricky Wilson, Jr.  
Insurer: Missouri Employers Mutual Insurance Company (MEMIC)  
Hearing Date: November 24, 2009 Checked by: MSS/pd

On November 24, 2009, the Employee and the Employer appeared for a final hearing. The Employee, Ricky D. Wilson, Jr., appeared in person and with his Guardian, Nancy Morris, and with counsel, Frank D. Eppright. The Employer, Ricky Wilson, Jr., appeared through counsel, Jeff Stigall.

### **STIPULATIONS**

The parties stipulated that:

1. That on or about December 13, 2008 (the injury date), Ricky Wilson, Jr., (the Employer) was an Employer operating under and subject to Missouri's Workers' Compensation law insured by Missouri Employers Mutual Insurance Company (MEMIC).
2. That Ricky D. Wilson, Jr., (the Employee), was the Employer's Employee, working subject to the workers' compensation law of the State of Missouri on December 13, 2008.
3. That the Employee's average weekly wage was \$352.00 per week with compensation rates of \$234.69/\$234.69.
4. No temporary total disability benefits have been paid.
5. No medical bills have been paid.
6. That Employee filed his claim within the time allowed by law and gave proper notice.
7. That Employee is permanently and totally disabled as of the date of accident and is in need of medical and nursing care.

The parties requested the Division to determine:

1. Whether the Employee was acting in the scope and course of his employment at the time of his injury on December 13, 2008?

### FINDINGS

All the testimony was by deposition. The following Exhibits were offered by Employee and admitted into evidence without objection on the part of the Employer:

Exhibit No.	Description
A	01/26/09 St. Luke's Health System Amended Notice of Hospital Lien (#1)
B	11/03/09 Missouri Department of Social Services Notice of Amended Lien for Mo Healthnet Payments (#1-13)
C	Medical Bill Summary (#1-7)
D	Medical Bill of Raytown Family Medicine (#1-5)
E	Medical Bill of Dr. Terry Ryan (#1-3)
F	Medical Bill of Radiology Associates (#1-4)
G	Medical Bill of Madonna Rehabilitation Specialists (#1-5)
H	Medical Bill of Missouri Rehab Center (#1-130)
I	Medical Bill of Rusk Rehabilitation Center (#1-30)
J	Medical Bill of Midwest Medical Transport Co. (#1-2)
K	Notice of Lien of Nebraska Orthopaedic and Sports Medicine, P.C. (#1-2)
L	Medical Bill of MAST (#1-3)
M	Medical Bill of Westport Anesthesia (#1-5)
N	Medical Bill of Boone Hospital Center (#1-7)
O	Medical Bill of Watt Drug (#1-2)
P	Medical Bill of Westport Anesthesia (#1-2)
Q	Medical Bill of University Physicians (#1-9)
R	Medical Bill of St. Luke's Physician's Billing Services (#1)
S	Medical Bill of Dr. Charles Kelly (#1-4)
T	Medical Bill of Cardiovascular Consultants (#1-2)
U	Medical Bill of Metro Emergency Physicians (#1)
V	Medical Bill of St. Luke's Medical Services (#1-5)
W	Medical Bill of Carroll County Ambulance (#1-3)
X	Medical Bill of Neuro Interventional & Diag Assoc.
Y	Medical Bill of Advanced Medical Imaging (#1-2)
Z	Medical Bill of Monte Zysset, DDS (#1-3)
AA	Medical Bill of Dickson Diveley Midwest Ortho Clinic (#1-2)
BB	Medical Bill of Mid America Gastro-Intestinal Consult (#1-2)
CC	Medical Bill of Lincoln Psychiatric Group (#1-3)
DD	Medical Bill of Consultants in Infectious Disease (#1)
EE	Medical Bill of Kansas City Neurosurgery Group (#1-3)
FF	Medical Bill of Facial Spectrum (#1)
GG	Medical Bill of Rocky Mountain Holdings (#1-2)

HH	Medical Bill of St. Luke's Hospital (#1-124)
II	Medical Bill of Missouri Rehab Center (#1-10)
JJ	Medical Bill of Madonna Rehabilitation Center (#1-43)
KK	Deposition of Nancy Morris taken 04/30/09 along with Depo Exh. 1 (#1-12)
LL	Deposition of Nancy Morris taken 05/21/09 along with Depo Exh 2 (#1-30)
MM	Deposition of Robert F. Francis taken 03/05/09 along with Depo Exhs. 1-5 (#128)
NN	Volume 2 of the Deposition of Robert Francis taken 05/14/09 along with Depo Exh 6 (#1-46)
OO	Deposition of Frederick Lawrence White, Jr. taken 04/02/09 (#1-11)
PP	Deposition of Jeffrey Scott Dalton taken 04/02/09 along with Depo Exhs. 1-2 (#1-17)
QQ	Deposition of Theresa Jeannette Dalton taken 04/02/09 (#1-14)
RR	Medical Records of Carroll County Ambulance (#1-3)
SS	Medical Records of Rocky Mountain Holdings (#1-16)
TT	Medical Records of St. Luke's Hospital (#1-137)
UU	Medical Records of MAST (#1-6)
VV	Medical Records of Madonna Rehabilitation Center (#1-974)
WW	Medical Records of Midwest Medical Transport (#1-3)
XX	Medical Records of Missouri Rehabilitation Center (#1-44)
YY	Medical Records of Missouri Rehabilitation Center (#1-4)
ZZ	Medical Records of Missouri Rehabilitation Center (#1-764)
AAA	Medical Records of Dr. Terry Ryan (#1-20)
BBB	Medical Records of Rusk Rehabilitation Center (#1-7)
CCC	Medical Records of Boone Hospital Center (#1-22)
DDD	Medical Records of Raytown Family Medical Care (#1-15)

The Employer presented no live evidence; however, it offered the following exhibits which were admitted into evidence without objection on the part of the Employee:

Exhibit No.	Description
1	Deer Tag
2	EMT Records from St. Luke's Hospital
3	Medicaid Lien

**CASES**

*Swillum v. Empire Gas Transport, Inc.*, 698 S.W.2d 921 (Mo.App. S.D. 1985)

*Graham v. La-Z-Boy Chair Co.* (Mo.App. 2003)

*Custer v. Hartford Insurance Co.*, 174 S.W.3d 602 (Mo. 2005)

*Roberts v. Parker-Banks Chevrolet*, 58 S.W. 3d 66, 69 (Mo. App E.D. 2001)

*Cruzan v. City of Paris*, 922 S.W. 2d 473 (Mo.App.1996)

*Prosser v. K&M Roofing*, 823 S.W.2d 80 (Mo.App. 1991)

*Lewis v. Lowe & Campbell Athletic Goods*, 247 S.W.2d 800 (Mo. 1952)

## FACTS

Ricky D. Wilson, Jr., (hereinafter referred to as Ricky) is 30 years old and was born August 17, 1979. His SSN is XXX-XX-XXXX. He was the owner, as well as Employee of a company which moved mobile homes from the sales sites to the buyers' places of installation. He would set up the mobile homes and was paid for this service by the seller of the mobile homes. Ricky Wilson, Jr., (hereinafter for clarity, the Employer) was insured for workers' compensation by Missouri Employers Mutual Insurance Company.

Ricky was injured on the morning of December 13, 2008 near Bogart, Carroll County, Missouri. At the time of his injury Ricky resided at 2727 South Windsor Avenue, Independence, MO 64052 with his girlfriend, Nancy Morris, their 3 year-old daughter, Jennifer, and Nancy's two sons, Richard, age 12, and Christian, age 11. Ricky was injured when the truck he was driving went off Carroll County Road 130 and fell from a bridge into a creek bed. Ricky suffered head injuries and was found by his employee Bob Francis (hereinafter, Mr. Francis) a few hours later, at which time Ricky was life-flighted to St. Luke's Hospital in Kansas City. Ricky's care has been provided by St. Luke's Hospital, Madonna Rehabilitation Institute in Lincoln, Nebraska, Mt. Vernon Rehabilitation Institute in Mt. Vernon, Missouri, and Rusk Rehabilitation Institute in Columbia, Missouri. At the time of this Award Ricky is being taken care of in the home, by Nancy Morris, his girlfriend and legal guardian. The medical expenses, to date, have been \$965,399.03 and Medicaid has paid \$156,979.41 and has a lien of \$152,291.93 to date. There has been an adjustment or write-off of \$290,616.34 by the health care providers with \$33.00 paid by the Employee. The Employee still owes \$517,770.28 (see Exhibit "C").

The inception of the claim for compensation occurred when Ricky spoke by phone with Fred White (hereinafter, Mr. White), the Manager of Iseman Homes, a mobile home dealer, located in Chillicothe, Missouri, on either Tuesday, December 9, 2008 or Wednesday, December 10, 2008. Moving mobile homes was the nature of Ricky's business.

Mr. White testified that the purpose of their initial conversation was to schedule a meeting to take place in Chillicothe. Mr. White testified that during their conversation, he and Ricky discussed a potential job in which Ricky would move five Iseman Homes to buyers' locations after purchase by the buyers.

Ricky and Mr. White agreed to meet on either Friday, December 12, 2008 or Saturday, December 13, 2008.

Mr. Francis testified that after Ricky had spoken with the Iseman Homes representative, Ricky then called Mr. Francis, who had helped Ricky move mobile homes in the past, to inform him of the potential job for Iseman installing and setting up five mobile homes.

Mr. Francis also testified that on December 12, 2008, Ricky again telephoned him and said the meeting with the gentleman from Iseman Homes, Mr. White, was to take place the next day, Saturday, December 13, 2008 in Chillicothe. Mr. Francis confirmed that in their December 12, 2008 telephone conversation, Ricky again told him the Iseman Homes job entailed delivering Iseman Homes to five sites, one of which was located within one mile of Mr. Francis' own home located 19 miles south of Chillicothe.

Mr. Wilson's girlfriend and present legal guardian, Nancy Morris (hereinafter, Ms. Morris) testified Ricky told her earlier that week about the pending meeting on Saturday, December 13, 2008 with Mr. White. Ms. Morris also testified Ricky told her the purpose of the meeting would be to discuss the transportation and installation of mobile homes at five specific locations.

On the morning of December 13, 2008 Ricky was en route from his home in Independence, Missouri to the meeting at Iseman Homes in Chillicothe. But, on the way to that meeting, Ricky had planned to stop by Mr. Francis' home to discuss with him the proposed business with Iseman Homes.

Ms. Morris testified that just before he left home around 4:00 a.m. on December 13, 2008, Ricky told her again he was headed to the meeting in Chillicothe. Ms. Morris testified Ricky told her he planned to stop on the way at Mr. Francis' home to discuss with Mr. Francis the potential Iseman Homes business. Ms. Morris also testified that Ricky told her he also planned to go hunting, as he had done on a prior occasion, on Mr. Francis' property.

In his testimony, Mr. Francis confirmed that the previous month, in November, 2008, Ricky had hunted on his property; and that during a lunch break, Ricky had discussed business matters with him for approximately 45 minutes. Ms. Morris testified that on December 13, 2008 Ricky told her he was going to do the same thing that day with Mr. Francis.

On the morning of December 13, 2008, Ricky was looking for Mr. Francis' home and evidently, instead of going west on County Road 130 from Z Highway, he accidentally turned east on County Road 130 and became lost. Mr. Francis' testimony is that Ricky called him several times for directions and Mr. Francis finally got him turned around and headed west on County Road 130 toward Z Highway. About  $\frac{3}{4}$  or  $\frac{1}{2}$  a mile east of Z Highway on Carroll County Road 130, heading west, Ricky ran off the road from a bridge and flipped the truck he was driving. Mr. Francis testified he went looking for Ricky and found him about 8:00 a.m. The Highway Patrol report says it was notified at 8:18 a.m. Ricky was evacuated by helicopter to St. Luke's Hospital in Kansas City.

Since his injury, Ricky has been cared for by the following primary health care providers:

- (1) St. Luke's Hospital of Kansas City, Missouri;
- (2) Madonna Rehabilitation Hospital in Nebraska;
- (3) Missouri Rehabilitation Center in Mount Vernon, Missouri; and

(4) Rusk Rehabilitation Center in Columbia, Missouri.  
Ricky is currently living at home with Ms. Morris who provides him with 24 hour custodial care.

At trial, the parties stipulated to Ricky being permanently totally disabled and in need of future medical and nursing care. The sole issue to decide is whether Ricky was in the scope and course of his employment at the time of his injury.

### **FINDINGS OF FACT**

A. **Ricky D. Wilson, Jr., was injured while traveling to a business meeting in Chillicothe, Missouri.**

After having seen a sign on Ricky's truck about moving and installing mobile homes, Mr. White on either December 9 or 10, 2008 telephoned Ricky and asked him to come to Chillicothe, Missouri to discuss both moving Iseman Mobile Homes to and installing them at the following five locations:

- (1) Hamilton, MO
- (2) Chillicothe, MO
- (3) South of Chillicothe (near Pin Oak shooting range)
- (4) Hardin, MO
- (5) Milan, MO

Mr. White said he wanted to meet Ricky "face to face" because he had never met him before. Several appointments were scheduled at Iseman Homes for Ricky to come to Iseman Homes that week; but, Ricky was unable to keep those appointments due to bad weather. Ricky called after the last missed appointment and assured Mr. White he was still interested in the business. Mr. White responded that Ricky should meet with him in Chillicothe on either Friday, December 12, 2008 or on Saturday, December 13, 2008. Ricky told Mr. White he would be there on one of those dates.

There was valuable testimony from Mr. Francis, Ricky's employee, who stated Mr. Francis would drive escort trucks for Ricky when mobile homes were being moved.

Mr. Francis is 69 years old and semi-retired. He lives in a rural area in Bogard, Carroll County, Missouri. Mr. Francis' farm is 19 miles south of Chillicothe on Carroll County Road 130 just off Z Highway. He lives there with his wife, Mary. Between early December, 2008 and the accident date of December 13, 2008, Ricky had several telephone conversations with Mr. Francis about meeting an individual at Iseman Homes in Chillicothe, Missouri about new business. Ricky told Mr. Francis that a gentleman from Iseman Homes had seen Ricky's telephone number on the side of Ricky's truck and had called Ricky saying he wished to meet with Ricky to discuss delivery of Iseman Mobile Homes from Chillicothe to various nearby locations. Mr. Francis also testified that Iseman Homes also wanted Ricky to install the mobile homes at each site.

On Friday night, December 12, 2008, Ricky called Mr. Francis at about 7:00 p.m. and told him he was going to meet with the gentleman at Iseman Homes in Chillicothe the next day, Saturday, December 13, 2008. Ricky then asked Mr. Francis if he could hunt at Mr. Francis' place on the morning of December 13, 2008.

On the morning of December 13, 2008 Ricky left his home in Independence, Missouri early in the morning. He was headed to Mr. Francis' home but became lost and instead of going west on County Road 130 at State Road Z went east. Ricky called Mr. Francis several times asking for help in getting back to Z Highway. Mr. Francis last spoke with Ricky at about 5:45 a.m. on the morning of December 13, 2008. Mr. Francis said he would come looking for him. At that time, Mr. Francis heard a crash and Ricky's telephone went dead.

**B. Ricky Wilson was on his way to talk to Mr. Francis about business and to hunt.**

Mr. Francis testified that in late November, 2008 Ricky had come to his home and that he, Mr. Francis, had driven Ricky to an area to hunt (Ricky had followed him in his own vehicle.) Then around noon that same day, Mr. Francis had gone back to the hunting site and Ricky in his own vehicle had followed Mr. Francis to his home; and over lunch Ricky and Mr. Francis discussed business for 45 minutes to one hour. In that conversation, they discussed the following things:

- (1) Jobs coming up;
- (2) Things Ricky wanted done (from a business standpoint);
- (3) The individuals working for Ricky;
- (4) Jeff and Theresa Dalton - - (owners of Hamilton Homes and another of Ricky's customers);
- (5) Different procedures of setting up the mobile homes;
- (6) The type of frame on the mobile home in Camdenton on which they were going to install a second trailer for Jeff and Theresa Dalton.

Mr. Francis testified Ricky had arranged to go to Mr. Francis' land to hunt on the morning of Saturday, December 13, 2008 after he had first set up an appointment with Mr. White at Iseman Homes in Chillicothe, Missouri. Mr. Francis said that in speaking with Ricky either on Thursday, December 11, 2008 or Friday, December 12, 2008, Ricky was excited about getting the Iseman business.

Mr. Morris testified that on Friday, December 12, 2008 the day before his accident, Ricky told her that in addition to going hunting, he was going to talk to Mr. Francis about the new Iseman Homes business. He again mentioned it to Ms. Morris before he left home on the morning of December 13, 2008.

**C. Ricky Wilson was checking routes for obstructions, part of the requisite procedure of his business.**

Mr. Francis said it was mandatory to check routes for dangerous high lines, trees and bridges before the routes were driven. The testimony also has been that some of the routes Ricky had checked were in the area south of Chillicothe where he had the accident. As a matter of fact, Ricky was injured on a part of the Pin Oak shooting reserve where he was supposed to deliver one of Iseman's mobile homes. Additionally, any of the routes taken either to Chillicothe or Mr. Francis' home was a potential route on which a mobile home could have been transported either for Iseman or Hamilton Mobile Homes. As part of his job, Mr. Wilson had to drive these roads before he hauled a mobile home on them to check them for safety issues.

**D. At the time of his injury, Ricky Wilson was not hunting.**

When Ricky was injured, he was about 19 miles from his destination of Iseman Homes. He could have, at any time, decided not to go to Mr. Francis' home and gone straight into Chillicothe to meet with Mr. White. He was on Carroll County Road 130 headed to Z Highway which would have taken him straight into Chillicothe. He had not yet crossed Z Highway to go to Mr. Francis' home. He was still on a route to Chillicothe when he got hurt.

**RULINGS OF LAW**  
**The Mutual Benefit Doctrine**

Section 287.020.3(1) states: "In this Chapter the term "injury" is hereby defined to be an injury which has arisen out of and in the course of employment."

"To be compensable under workers' compensation, an employee's injury must arise out of and in the course of his (or her) employment." Roberts v. Parker-Banks Chevrolet, 58 S.W. 3d 66, 69 (Mo. App E.D. 2001) "The general rule is an injury is one that "arises out of" the employment if it is a natural and reasonable incident thereof and it is "in the course of employment" if the action occurs within a period of employment at a place where the employee may reasonably be fulfilling the duties of employment.'" Clancy v. Armor Elevator Co., 899 S.W. 2d 123, 125 (Mo.App.E.D.1995) (quoting Ford v. Bi-State Development Agency, 677 S.W.2d 899, 901 (Mo.App. E.D.1984)5 (emphasis omitted))." "These are two separate tests both of which must be met before an Employee is entitled to compensation.'" Rogers, 972 S.W.2d at 543 (quoting Mann v City of Pacific, 860 S.W.2d 12, 15 (Mo.App. E.D.1993). "In our determination of whether an injury arises out of and in the course of employment, we must consider the particular facts and circumstances of each case." Id.

In our present action, the key question is whether Ricky's injury arose out of and in the scope of his employment. The "Mutual Benefit Doctrine" in workers' compensation requires only that the injury to the employee must have occurred during the performance of an act for the mutual benefit of the employer and the employee

where some advantage to the employer resulted from the employee's conduct. Graham v. La-Z-Boy Chair Co., 117 S.W.3d 182 (Mo. App. 2003).

The employee in Graham, supra, was a supervisor for La-Z-Boy's shipping department who went on a corporate golf outing sponsored by C.F.I., a freight company which La-Z-Boy used to haul its product. During the round of golf, Mr. Graham was injured when the golf cart in which he was riding struck a tree. The Court held that the Mutual Benefit Doctrine ultimately permits a worker to receive benefits if he was injured while engaging in an act which benefits both the employer and the employee and some advantage to the employer results from the employee's conduct.

The benefit Mr. Graham received personally was that he enjoyed a round of golf and meals both of which were provided him by C.F.I. His employer, La-Z-Boy, also received a benefit in that Mr. Graham, acting in his supervisory role for his employer, was able to meet with and establish a better working relationship with C.F.I. Thus, from C.F.I.'s vantage point, the purpose of the golf outing was two-fold: business and pleasure. The Courts, therefore, in light of the dual purpose found both Graham and La-Z-Boy received benefits from Mr. Graham's participation in the golf tournament.

The Mutual Benefit Doctrine requires only that the injury to the employee must have occurred during the performance of an act for the mutual benefit of the employer and the employee where some advantage resulted to the employer from the employee's conduct. Brenneisen v. Leach's Standard Service Station, 806 S.W. 2d 443 (Mo.App. E.D. 1991). Additionally, in Blades v. Commercial Transp., Inc., 30 S.W.3d 827, 831 (Mo. Banc 2000) the Supreme Court of Missouri held that the benefit (to the employer) need not be "tangible or great" in order for the Mutual Benefit Doctrine to apply.

In our present action, what benefits did the Employer receive for Ricky's trip on the morning of December 13, 2008?

- (1) Ricky was on a route to Chillicothe, Missouri. This is important because he had to journey to Chillicothe at some point in time to see Mr. White of Iseman Homes, who wanted to meet him "face to face."
- (2) Ricky was going to talk to Mr. Francis at Mr. Francis' home, located approximately 19 miles south of Chillicothe, about business matters before meeting with Mr. White in Chillicothe. This is uncontroverted. Ms. Morris said Ricky was both planning to talk to Mr. Francis about business as well as planning to hunt. This was buttressed by Mr. Francis who testified Ricky had talked business with him a month before when he had been hunting. Talking to an employee or potential employee about work is of benefit to the employer. Here the Employer was receiving a benefit while its two employees, Ricky and Mr. Francis, discussed old business, new business and various routes to take to safely move mobile homes.

- (3) Ricky was checking routes for future mobile home moving jobs. The testimony from Mr. White, of Iseman, was that some of the mobile homes were to be moved in the area Ricky was in when he was injured near Mr. Francis' home. It is uncontroverted that Ricky, as a matter of course in his business, for safety reasons, routinely checked roads and the condition of trees and power lines hanging over those roads.

Again, no matter how slight the benefit to the employer is, the Mutual Benefit Doctrine applies and the injury is therefore compensable. Each case turns on its own facts. But, the line of cases cited under the Mutual Benefit Doctrine all reflect that the employer had reason to know of the employee's presence at the place of injury; and had by words or conduct encouraged the employee to perform an act from which the employer would gain some benefit.

In this action, pursuant to Blades, supra, both by words and deeds, Ricky, the Employee, was doing the bidding of Ricky Wilson, Jr., the Employer, to advance the interests of the business process, i.e., moving mobile homes.

Several facts are undisputed:

- (1) Ricky had an appointment with Mr. White, of Iseman Homes, and planned to go to Chillicothe, MO on December 13, 2008 to talk business with him.
- (2) Ricky planned to talk business with Mr. Francis that morning.
- (3) Ricky routinely checked roads for any obstructions.

The first benefit the Employer received is that Ricky at the time of his accident had not started hunting. He was hurt while still in his car nineteen (19) miles south of and on a route to Chillicothe, Missouri which is roughly ninety (90) miles from his home in Independence, Missouri. Ricky's location gave the Employer benefit in that Ricky was seventy-one (71) miles closer to Chillicothe and Iseman Homes than from his own home in Independence. In order to ultimately arrive in Chillicothe to meet with Mr. White, who testified he wanted to personally meet with Ricky to discuss moving mobile homes, Ricky was required to use the highways to reach Chillicothe. This is what Ricky was doing at the time of his accident. Ricky was not hunting.

The second benefit for Ricky Wilson, Jr., the Employer, was that Ricky, the Employee, was going to talk to another employee, Mr. Francis, about business as well as hunt. Graham, supra, states the employer must receive some benefit from the employee's participation in the activities in question in order for the Mutual Benefit Doctrine to apply. The doctrine applies even if the benefit to the employer is slight.

Ricky had spoken with Mr. Francis in November, 2008 about: jobs coming up; things he (Ricky) wanted done from a business standpoint; Ricky's customers, Jeff and Theresa Dalton, owners of Hamilton Homes; different procedures in setting up the Hamilton homes; and the type of frame to be used for a Hamilton mobile home which Ricky was going to move to Camdenton, Missouri. All these topics were discussed the first time Ricky hunted on Mr. Francis' property in November, 2008. It is, therefore,

logical to assume that Ricky was also going to talk to Mr. Francis on December 13, 2008 about business. Additionally, Ricky had called Mr. Francis several days before the accident. Mr. Francis confirmed that Ricky was very excited about the new jobs Mr. White of Iseman Homes had proposed he accept.

This was further buttressed by Ms. Morris who stated that both the night before he left (December 12, 2008) and just before he left on the morning of December 13, 2008, Ricky told her he was going to talk to Mr. Francis about business later that morning as well as hunt.

All of this testimony is evidence pursuant to Graham, supra, which shows that while Ricky intended to hunt, he also planned to speak with Mr. Francis about past and future business. Talking to an employee or a potential employee about business which is to be done is in fact a benefit to the employer.

Lastly, Ricky, while driving to Chillicothe, was checking roads to make sure they were passable for mobile homes. Both Ms. Morris and Mr. Francis testified this was mandatory for safety reasons in Ricky's business. They both testified that Ricky, as a matter of fact, routinely did this.

In Cruzan v. City of Paris, 922 S.W. 2d 473 (Mo.App.1996), the Court held that under the Mutual Benefit Doctrine, an injury suffered by an employee while performing an act for the mutual benefit of the employer and the employee is compensable when some advantage to the employer results from the employee's conduct. For the doctrine to apply, the employee must suffer an injury while engaged in activities for the mutual benefit of the employer and employee even if it is the slightest benefit. Ricky was nineteen miles (19) south of his ultimate destination on a route to Chillicothe, Missouri seventy-one (71) miles from his own home when he was hurt. He was intending to talk to Mr. Francis about potential business. Ricky routinely checked routes when there were potential jobs in that area. All these things which Ricky did were of benefit to the Employer.

### **Dual Purpose Doctrine**

The "Dual Purpose Doctrine" is similar to the "Mutual Benefit Doctrine". Prosser v. K&M Roofing, 823 S.W.2d 80 (Mo.App. 1991) states the "Dual Purpose Doctrine" allows an employee to recover even when injured while performing a task of very little advantage to the employer. Additionally, Prosser, supra, states it is sufficient to show the employee's reasonable belief that he is helping the employer by his actions.

In our present action, in all three instances, there is no doubt that Ricky was helping his Employer at varying levels of utility.

In Custer v. Hartford Insurance Co., 174 S.W.3d 602 (Mo. 2008), the Supreme Court held that under the "Dual Purpose Doctrine", which normally applies to a situation involving travel, if the work of the employee creates the necessity for travel, he is in the course of his employment though he is serving at the same time some purpose of his own.

Again, Ricky's trip to meet with and discuss potential new business with Mr. White of Iseman Homes in Chillicothe and talking with Mr. Francis beforehand created the necessity for work travel as did the route checking which was and had to be done for safety concerns.

There was no deviation from Ricky's route either to Mr. Francis' home and/or to Chillicothe where Iseman Homes is located. In order for a deviation to reverse an employee from his course of employment, it must be shown that the deviation was aimed at reaching some specific personal objective. Swillum v. Empire Gas Transport, Inc., 698 S.W.2d 921 (Mo.App. S.D. 1985). That is not true in our present case.

The testimony is that Ricky was going hunting and going to talk with Mr. Francis about work; and that later he was going to Chillicothe to meet with Mr. White of Iseman Homes. At the time of his injury he was 71 miles from his own home in Independence, Missouri, 2 miles south of Mr. Francis' home and 19 miles south of Iseman Homes.

Lastly, Lewis v. Lowe & Campbell Athletic Goods, 247 S.W.2d 800 (Mo 1952) is squarely on point. It too involved a hunting trip and a motor vehicle accident. The Supreme Court held that the testimony of witnesses was admissible to show the intention of the deceased (Mr. Lewis). Those witnesses testified of his intentions to go hunting and to engage in business.

In our present action, Ricky cannot, at the present time, remember what his intentions were on the morning of December 13, 2008. However, Mr. White, Mr. Francis and Ms. Morris have all testified as to what were Ricky's intentions on the morning of December 13, 2008. Their collective testimony establishes that Ricky's accident falls both within The Mutual Benefit and Dual Purpose Doctrines. He was: (1) traveling to meet with Mr. White of Iseman Homes; (2) traveling to meet with his employee, Mr. Francis; and (3) checking for obstructions on the routes on which he planned to move the mobile homes. Therefore, Ricky is entitled to receive benefits under Missouri workers' compensation law.

I find Ricky D. Wilson, Jr., permanently and totally disabled and in need of medical and nursing care to cure and/or relieve him from the effects of his work-related injury of December 13, 2008.

I order all medical bills other than the Medicaid lien incurred, as a result of this injury, to be paid by Respondent directly to Ricky D. Wilson, Jr. A list, to date, can be found in Exhibit C.

I further order the Medicaid lien to be honored.

Also, because of his wheelchair status, I order Ricky D. Wilson, Jr.'s, home and vehicle to be modified as recommended by his physicians.

The award of compensation and payment of medical and nursing bills is subject to a lien in the amount of 25% plus expenses to Frank D. Eppright for necessary legal service rendered to the Employee.

It is so ordered.

Date: \_\_\_\_\_

Made by: \_\_\_\_\_

Mark S. Siedlik  
*Administrative Law Judge*  
*Division of Workers' Compensation*

This award is dated, attested to and transmitted to the parties this \_\_\_ day of \_\_\_\_\_, 2010 by:

\_\_\_\_\_  
Naomi Pearson  
*Division of Workers' Compensation*