Circuit Court for Queen Anne's County
Case No. C-17-CV-23-000167

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 75

September Term, 2024

EDWARD D. SUTTON

v.

QUEEN ANNE'S COUNTY COMMISSIONERS AND HARTFORD UNDERWRITERS INSURANCE

Wells, C.J.,
Ripken,
Meredith, Timothy E.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: February 18, 2025

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

After a work-related training accident, appellant, Edward Sutton, at the time a Deputy Sheriff with the Queen Anne's County Sheriff's Office ("QACSO"), underwent shoulder surgery. Afterward, as required by QACSO policy, he went to work in a light duty capacity. As a result of his light duty status, Sutton was no longer allowed to drive his patrol vehicle to and from work, so he drove his personal vehicle instead. The Maryland Workers' Compensation Commission ("Commission") denied Sutton's mileage reimbursement claim for costs of driving to and from work in his personal vehicle. Sutton appealed the Commission's denial to the Circuit Court for Queen Anne's County. Sutton and the appellees—Sutton's employer and the employer's insurance carrier—Queen Anne's County Commissioners and Hartford Underwriters Insurance ("Employer"), filed motions for summary judgment. The court granted Employer's motion for summary judgment. Sutton submitted a timely appeal to this Court.

Sutton presents one question for our review, which we rephrase:[1]

> Did the Commission err in denying Sutton's workers' compensation claim for reimbursement of expenses incurred from driving to and from the workplace in his personal vehicle?

For the reasons set forth below, we conclude the Commission did not err in denying Sutton's reimbursement claim for expenses related to driving to and from work in his

[1] Sutton's verbatim question is: Did the Commission and the Circuit Court err in concluding that where the result of a compensable work injury is the temporary need for an accommodation to participate in modified duty work, the injured worker must bear the expense of that accommodation?

personal vehicle. Accordingly, we affirm the decision of the Circuit Court for Queen Anne's County.

FACTUAL AND PROCEDURAL BACKGROUND

One day, while working as a QACSO Deputy Sheriff, Sutton sustained an accidental injury to his right shoulder during defensive tactics training. As a result of the injury, Sutton had shoulder surgery and switched to working in a "light duty" capacity. While working light duty, QACSO policy required Sutton be temporarily relieved of some police powers, which included revoking Sutton's ability to drive his patrol vehicle to and from work every day. Instead, Sutton drove his personal vehicle to and from work.

Sutton filed a workers' compensation claim. At a hearing before the Commission, Sutton sought a compensation award for disability and medical expenses. Sutton also requested mileage reimbursement for expenses of driving his personal vehicle to and from work, which he claimed totaled $4,295.70.[2] The Commission issued an "Award of Compensation" ordering Employer to compensate Sutton for temporary disability, permanent partial disability, medical expenses, and reimbursement of mileage to attend

[2] In Sutton's statement of facts, adopted by Employer, he explained the mileage reimbursement claim amount as follows:

> From November 29, 2021, through June 17, 2021, Deputy Sutton worked light duty and drove his personal vehicle from his home in Rock Hall, Maryland to work in Centreville, Maryland and back, 86 times for a total of 5,160 miles[]. Consistent with the reimbursement rates promulgated by the Maryland Workers' Compensation Commission, he is seeking reimbursement in the amount of $4,295.70.

medical appointments.[3] However, the Commission stated, "[t]he parties agree to reserve on mileage for use of a personal vehicle."

The Commission held a subsequent hearing, solely to discuss the issue of mileage reimbursement for Sutton's personal vehicle. The arguments centered, as they do here, on whether the Workers' Compensation Act ("WCA") is broad enough to require Employer to pay for Sutton's mileage reimbursement under Maryland Code, Labor & Employment § 9-660 ("Section 9-660"). Later, the Commission issued an order denying Sutton's request for mileage reimbursement.

Sutton filed a petition for judicial review to the Circuit Court for Queen Anne's County, and both parties filed motions for summary judgment. The court convened a hearing on the competing motions for summary judgment. Ultimately, the court issued a Memorandum Opinion and Order granting summary judgment in favor of Employer, thereby affirming the Commission's denial of Sutton's request for mileage reimbursement.

STANDARD OF REVIEW

"When reviewing a decision of an administrative agency, we 'look through' the circuit court's decision and 'evaluate the decision of the agency.'" *Hayden v. Md. Dep't of Nat. Res.*, 242 Md. App. 505, 520 (2019) (citation omitted). When reviewing a workers' compensation claim, "[t]he Commission's decision is presumed to be prima facie correct,

[3] In Sutton's statement of facts, adopted by Employer, he notes: "By agreement, this Award was subsequently rescinded, and an amended Award was issued March 2, 2023, to additionally address the issue of a credit for an overpayment of benefits. . . . This revision is not particularly relevant to this appeal."

[Md. Code, Labor & Employment] § 9-745(b)(1), but this presumption does not extend to questions of law, which we review independently." *Downer v. Balt. Cnty.*, 247 Md. App. 308, 314 (2020) (internal citations and quotations omitted). When reviewing a grant of summary judgment where there is no genuine dispute of fact, "we proceed to review determinations of law." *Id.* at 315 (citation omitted). "[P]urely legal questions are reviewed *de novo* with considerable 'weight afforded to an agency's experience in interpretation of a statute that it administers.'" *Comm'r of Lab. & Indus. v. Whiting-Turner Contracting Co.*, 462 Md. 479, 490 (2019) (citation omitted) (cleaned up).

DISCUSSION

I. The Commission Did Not Err in Denying Sutton's Claim for Reimbursement of Expenses Driving to and from Work in his Personal Vehicle.

A. Parties' Contentions

Sutton characterizes his mileage reimbursement claim as a disability accommodation similar to an injured worker being provided an at-home computer, phone, cane, wheelchair, motorized scooter, or helper to provide assistance lifting items. Sutton then asserts his accommodation falls under Section 9-660(a) because the WCA is so broad that it "encompasses any expenses incurred from a work-related injury." In furtherance of this argument, he invokes the WCA's broad remedial purpose and references *R&T Construction Company v. Judge*, 323 Md. 514 (1991), and *A.G. Crunkleton Electric Company v. Barkdoll*, 227 Md. 364 (1962), wherein the Supreme Court of Maryland interpreted Section 9-660(a) to cover medical expenses related to workplace injuries even

if the expenses were not specifically listed in the terms of Section 9-660(a). He also relies on *Breitenbach v. N.B. Handy Company*, 366 Md. 467 (2001), as a guide to interpret Section 9-660(a) in conjunction with other sections of the WCA. He argues *Breitenbach* shows the WCA "is meant to be broad and all-encompassing to protect the injured worker from any undue expense they may incur from the work-related injury," including his mileage expenses. In making this argument, Sutton acknowledges his mileage claim is not a medical expense and use of his departmental patrol vehicle to drive to and from work was a benefit, not a statutory right.

Employer responds that the WCA "solely relate[s] to medical expenses," and Sutton's claim for mileage reimbursement is not a medical expense. Employer argues there are no statutes or case law supporting Sutton's assertion that the WCA covers *any* expense from a work-related injury and further points out that every case Sutton cites for support involves expenses related to medical care. Employer additionally argues the program allowing Sutton to drive his patrol car to and from work was "ancillary" and a "perk or fringe benefit" available for public safety reasons, which are not provided to employees who cannot perform full duties as a police officer. Additionally, Employer asserts Sutton's characterization of the loss of his eligibility under the program as a disability accommodation akin to use of canes or wheelchairs is misplaced because driving his patrol car to and from work is not medically necessary to perform his work while on light duty status.

B. Analysis

The WCA is a remedial statute, and its purpose is:

> to protect workers and their families from hardships inflicted by work-related injuries by providing workers with compensation for loss of earning capacity resulting from accidental injury arising out of and in the course of employment. Therefore, we have been consistent in holding that the Act must be construed as liberally in favor of injured employees as its provisions will permit in order to effectuate its benevolent purposes.

Downer, 247 Md. App. at 315–16 (internal citations and quotations omitted). When interpreting the WCA, we follow general principles of statutory interpretation:

> First, if the plain meaning of the statutory language is clear and unambiguous, and consistent with both the broad purposes of the legislation, and the specific purpose of the provision being interpreted, our inquiry is at an end. Second, when the meaning of the plain language is ambiguous or unclear, we seek to discern the intent of the legislature from surrounding circumstances, such as legislative history, prior case law, and the purposes upon which the statutory framework was based. Last, applying a canon of construction specific to the Workers' Compensation Act, if the intent of the legislature is ambiguous or remains unclear, we resolve any uncertainty in favor of the claimant. This Court, however, may not stifle the plain meaning of the Act, or exceed its purposes, so that the injured worker may prevail.

Id. at 316 (internal citations and quotations omitted). The WCA also explicitly provides that the "rule that a statute in derogation of the common law is to be strictly construed does not apply to this title." Md. Code, Labor & Employment § 9-102.

The parties are specifically arguing whether Sutton's reimbursement claim should be granted under Section 9-660(a), which states:

> (a) In addition to the compensation provided under this subtitle, if a covered employee has suffered an accidental personal injury, compensable hernia, or occupational disease **the employer or its insurer promptly shall provide to the covered employee**, as the Commission may require:
>
> **(1) medical, surgical, or other attendance or treatment**;

> (2) hospital and nursing services;
> (3) medicine;
> (4) crutches and other apparatus; and
> (5) artificial arms, feet, hands, and legs and other prosthetic appliances.

(emphasis added). In keeping with the WCA's broad interpretive principles, the Supreme Court of Maryland has interpreted Section 9-660(a), and its similar statutory predecessor,[4] to require injured workers be reimbursed for items not specifically listed in the statute. *See Breitenbach*, 366 Md. at 471 (holding Section 9-660(a)(1) covered costs of transportation to and from the claimant's health care provider); *Judge*, 323 Md. at 530 (holding the WCA covered the electricity costs to operate medical equipment and air conditioning of a quadriplegic who lacked bodily temperature controls but did not cover costs for enlarging and remodeling his home and van); *Barkdoll*, 227 Md. at 371 (holding the term "nurse and hospital services" included services rendered by the injured worker's wife even though she was not a certified nurse).

We agree with Employer that the plain meaning of Section 9-660(a) is clear and unambiguous in that it only covers expenses related to medical care. While the WCA has a broad purpose to protect workers from hardships and provide compensation from loss of earning capacity as a result of injuries sustained on the job, this does not mean compensation for any and all expenses, as Sutton asserts. *Downer*, 247 Md. App. at 316

[4] The statute interpreted in *Judge* and *Barkdoll* was Maryland Code, Art. 101 § 37(a), the predecessor to Section 9-660(a). In *Breitenbach*, the Supreme Court of Maryland compared Section 37(a) to Section 9-660(a), stating "except for form, [§ 37(a)] is largely identical to its successor, § 9-660(a)." *Breitenbach*, 366 Md. at 486.

("This Court, however, may not stifle the plain meaning of the Act, or exceed its purposes, so that the injured worker may prevail."). On its face, the additional compensation provided to injured workers under Section 9-660(a) all relate explicitly to medical expenses. Every case cited by Sutton—*Breitenbach*, *Judge*, and *Barkdoll*—involved compensation for travel, accommodations, and services related to medical expenses. In our view, in *Breitenbach* our Supreme Court did interpret Section 9-660(a) to include reimbursement for travel expenses, which were not specifically included in the text, but those were still travel expenses to medical appointments. *Breitenbac*h, 366 Md. at 471.

Furthermore, in *Judge* the Court held a quadriplegic's compensation award under the statutory predecessor to Section 9-660(a) was limited to medical "necessities." *Judge*, 323 Md. at 531. The Court denied part of Judge's claim for renovations to his home and a specially equipped van because, although such accommodations would improve his quality of life, they were not medically *necessary*. *Id.* Thus, the holding in *Judge* further supports a plain reading that Section 9-660(a) only requires employers to reimburse injured workers for medical expenses and even further restricted workers' compensation reimbursement to medical necessities. Sutton does not point us to any statute or case law allowing reimbursement for non-medical expenses under Section 9-660(a), and we are unaware of any. Therefore, we hold that Section 9-660(a) only applies to medical expenses.

Sutton admits his mileage claim is not a medical expense, and we agree. Sutton's mileage expenses while driving to and from work are not related to medical care and are certainly not medically necessary.

Sutton instead argues his mileage claim is a temporary disability accommodation falling under Section 9-660(a). We disagree. The money Sutton saved by driving a QACSO vehicle to work was an ancillary benefit of being a uniformed officer. The examples that Sutton cites as disability accommodations—use of a cane, wheelchair, or a human helper to lift heavy objects—are all things that help the injured worker perform their job duties. While on light duty, Sutton was not allowed to engage in traffic enforcement, respond to police calls for assistance, or perform any other police activity that required a marked patrol vehicle. Therefore, Sutton's use of his personal vehicle was not a crutch to continue performing his job duties—it simply got him to the workplace. The fact that he stopped receiving the ancillary benefit of saving money on gas while travelling to work does not transform his claim into a disability accommodation.

We hold that Sutton's mileage costs for driving to and from work is not a medical expense an Employer must reimburse under Section 9-660(a), therefore the Commission did not err in denying Sutton's claim for reimbursement. Accordingly, we affirm the judgment of the Circuit Court for Queen Anne's County.

THE JUDGMENT OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IS AFFIRMED. APPELLANT TO PAY THE COSTS.