

# MARKS & WEINBERG, P.C.

## Villalon v. Hawaiian Rock Products, Inc. 2001 WL 194822 (Guam Terr.)

Injured operator of a leased crane was not the statutory employee of the lessee for the purposes of Workman's Compensation Statute coverage. Hawaiian Rock Products, Inc. leased a crane in order to repair some of their equipment on site. The crane lessor provided two operators along with the crane. The Plaintiff, Villalon, was one of those operators and was injured when a piece of Hawaiian Rock's equipment hit him at the job site. Villalon sought to sue Hawaiian Rock for damages related to the accident, but the trial court held that Hawaiian Rock was the statutory employer of Villalon, and thus Villalon's exclusive remedy for his injury was under the Guam Workman's Compensation Statute. Subsequently, the appellate court reversed, holding that Villalon was NOT Hawaiian Rock's statutory employee, and was thus not limited in his remedies to the Guam Workman's Compensation Statute. The court held that Villalon was not Hawaiian Rock's statutory employee because Villalon, as a crane operator, was not carrying on the trade or business of the ostensible employer. Therefore, the rule that is set forth in this case is that in order for the operator of leased equipment to be considered the statutory employee of the lessee for the purpose of Workman's Compensation Statute coverage, the equipment operator must be engaged in an activity that could be fairly characterized as part of [the employer's] trade or business at the time of his injuries. Id. at \*10. Merely operating a crane being utilized to repair the lessee's equipment falls outside of this standard.



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