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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA26-175

Filed 21 October 2026

North Carolina Industrial Commission, No. 15-052688

BOBBY BRIDGES, JR., Employee, Plaintiff,

v.

J.L. ROTHROCK, INC., Alleged-Employer, NON-INSURED, and PEOPLEASE, Alleged-Employer, NATIONAL INTERSTATE COMPANY, Alleged Insurer, and NORTH CAROLINA INSURANCE GUARANTY ASSOCIATION, Defendants.

NORTH CAROLINA INDUSTRIAL COMMISSION, Petitioner,

v.

J.L. ROTHROCK, INC., Alleged NON-INSURED Employer, and WILLIAR D. BONDURANT, JR., Individually, and RICHARD S. BONDURANT, Individually, Defendants.

Appeal by defendant J.L. Rothrock, Inc. from Order entered 23 September 2025 by Commissioner Philip A. Baddour, III of the Full Commission of the North Carolina Industrial Commission. Heard in the Court of Appeals 16 September 2026.

C.R. Legal Team, LLP, by Michael T. Brown, Jr. and Kathleen Quinn DuBois, for plaintiff-appellee; no brief filed.

Michael Best & Friedrich LLP, by Michael G. Schietzelt, for defendant-appellant J.L. Rothrock, Inc.

Teague Campbell Dennis & Gorham, LLP, by Jason R. Shoemaker, for defendant-appellee National Interstate Company; no brief filed.

Haynsworth Sinkler Boyd, P.A., by Matthew P. Blake; and Cranfill Sumner LLP, by Christopher J. Blake, for defendant-appellee North Carolina Insurance Guaranty Association.

Attorney General Jeff Jackson, by Assistant Attorney General Katashia L. Cooper, for appellee State of North Carolina; no brief filed.

ARROWOOD, Judge.

J.L. Rothrock, Inc. (“Rothrock”) appeals from Order entered by the Industrial Commission remanding a dispute to the Deputy Commissioner Section for an evidentiary hearing to determine which of the parties was statutory employer of Bobby Bridges, Jr. (“plaintiff”) at the time of his injury.

I. Introduction

Plaintiff sustained a work-related back injury on 23 September 2015. At the time, plaintiff was party to a contract with Rothrock, wherein Rothrock leased a truck owned by plaintiff and entered him in the American Emerald Transportation Services, Inc. (“AETS”) insurance program for worker’s compensation coverage underwritten by Guarantee Insurance Company (“GIC”).

Plaintiff filed a Form 18 on 3 March 2016, listing Rothrock as his employer. Patriot Risk Services, Inc. (“PRS”), a third-party administrator for GIC, filed a Form

60 admitting that plaintiff sustained a compensable injury, listing AETS as his employer and PRS as the insurance carrier.

GIC was ordered into liquidation on 27 November 2017. Pursuant to the Guaranty Act, the North Carolina Insurance Guaranty Association (“NCIGA”) initiated disability payments to plaintiff subject to a reservation of NCIGA’s rights. At this time, plaintiff stopped receiving medical compensation. On 6 March 2019, NCIGA filed a Form 61 stating that it was not the legal successor of GIC. On 21 January 2020, Deputy Commissioner Adrian Phillips ordered NCIGA to provide medical compensation to plaintiff for “reasonably necessary conservative treatment” pending “determination of the issues before the Commission” in the case.

In March 2022, this Court issued its decision in *Vizcaino v. American Emerald Transportation Services, Inc.*, 282 N.C. App. 209, 2022 WL 599325 (2022) (unpublished). The opinion affirmed the Full Commission’s conclusion and held that NCIGA was not responsible for workers’ compensation benefits pursuant to the same policy under which plaintiff made his claim.

On 3 May 2022, NCIGA issued plaintiff a letter informing him that, should the decision become final, it would impact his receipt of benefits. On 20 December 2022, the Supreme Court of North Carolina denied a petition for discretionary review in the *Vizcaino* case. *Vizcaino v. Am. Emerald Trans. Servs., Inc.*, 383 N.C. 680 (2022).

On 12 January 2023, plaintiff filed an amended Form 18 naming PeopLease and National Interstate Insurance Company (“NIIC”) as alleged parties to the case.

On 26 April 2023, NCIGA filed a Form 33, requesting a hearing to determine which defendant was plaintiff's statutory employer "to establish the responsibility of other defendants for the payment of the employee's claim and for reimbursement to NCIGA for benefits paid." As of 30 August 2023, NCIGA ceased sending plaintiff disability payments. By this time, the NCIGA had paid over \$276,000.00 in benefits to plaintiff.

On 9 November 2023, NCIGA moved to reconsider and rescind the 21 January 2020 Order as "inconsistent with the Commission's and an appellate court's interpretation of the applicable GIC policy and the Guaranty Act." On 21 November 2023, Deputy Commissioner Michelle Denning ordered that ruling on the motion be held in abeyance pending a full evidentiary hearing. The matter was scheduled for a full hearing on 15 July 2024.

On 17 January 2024, plaintiff filed a supplement to his Form 23 application, moving the Industrial Commission to order NCIGA and/or Rothrock to reinstate his temporary total disability benefits. On 25 January 2024, Rothrock filed a Form 61 stating that plaintiff was not entitled to benefits. Rothrock moved to deny plaintiff's motion, arguing that it had never paid him benefits and thus could not be mandated to reinstate them.

Plaintiff, Rothrock, PeopLease, and NIIC entered a compromise settlement agreement on 3 June 2024. This resolved the issue as to which of those three defendants "bore responsibility for benefits claimed by Plaintiff . . . without any defendant admitting that they were the employer, without admitting that an injury

occurred, without admitting coverage existed as to Plaintiff, and without admitting liability or responsibility for the claim.” The parties agreed to “waive further hearings before the North Carolina Industrial Commission pertaining to matters resolved herein” and “waive any rights they may have to contest the approval of this agreement[.]” By signing, plaintiff certified that he “makes no further claim for total or partial wage loss as a result of” the injury. The settlement amount is “in full and final settlement of all compensation due or to become due under and by virtue of the North Carolina Workers’ Compensation Act” and “in lieu of any disability benefits whether under N.C. Gen. Stat. § 97-29, 97-30, and/or 97-31[.]” “All rights and responsibilities under N.C. Gen. Stat. § 97-25, and any other statute conveying medical compensation rights, will remain in full force and effect[.]”

Accordingly, the agreement released Rothrock as follows:

Plaintiff has and does release and forever discharge not only for himself but also for his heirs, next of kin, and/or personal representative(s) and Defendants of and from any and all and every manner of action and actions, cause or causes of action, suits, debts, dues and sums of money, judgments, demands, and claims, which against Defendants, he ever had or may have by reason of or growing out of the terms and provisions of the North Carolina Workers’ Compensation Act for disability compensation, on account of the September 23, 2015 alleged specific traumatic incident, which give rise to this claim for compensation and for any subsequent disability sustained by him.

Plaintiff moved to remove the forthcoming hearing from the docket and to dismiss his claim. The hearing was continued “due to a pending settlement between

some of the parties and pending motions.” The NCIGA received no notice of the mediation and did not participate therein.

On 21 August 2024, Deputy Commissioner Denning granted plaintiff’s motions to remove the matter from the hearing docket, along with NCIGA’s Form 33. Deputy Commissioner Denning found that “the Industrial Commission is without jurisdiction under the Guaranty Act to order that NCIGA be reimbursed for the benefits paid to or on behalf of Plaintiff.” NCIGA requested an immediate appeal to the Full Commission from this Order. NCIGA’s appeal was referred to the Full Commission for a ruling on its right of immediate appeal.

The final Compromise Settlement Agreement was submitted for the Commission’s approval on or about 5 September 2024. It specifically noted that “[t]his agreement does not forfeit or waive any right to reimbursement that the [NCIGA] may have relative to benefits NCIGA paid Plaintiff” and that “[t]his agreement does not impede the NCIGA’s right to pursue litigation of the proper party/parties who are responsible for reimbursing NCIGA.” Further, “[t]his agreement is intended to solely resolve the indemnity and medical benefits to be paid to Plaintiff from the Defendants named herein so that Plaintiff can have resolution that allows him to meet his financial obligations and that allows him to move forward with medical treatment.”

The Full Commission issued an Order on 5 December 2024 finding and concluding that NCIGA’s request for immediate appeal was not interlocutory, as the

earlier Order was a final judgment as to NCIGA. The matter was set for hearing for the Full Commission to determine whether the Deputy Commissioner erred in dismissing NCIGA's Form 33.

In its Order filed 23 September 2025, the Full Commission acknowledged that “like in *Vizcaino*, the NCIGA seeks an evidentiary hearing . . . to establish that there is no covered claim by NCIGA and that [Rothrock] is Plaintiff's statutory employer, thus entitling the NCIGA to seek reimbursement from [Rothrock] in Superior Court.” The Full Commission noted that there had been no hearing or determination as to whether Rothrock was plaintiff's employer or a principal contractor. The Full Commission held the questions were “within the Commission's jurisdiction, just as they were in *Vizcaino*” and reversed the previous Order dismissing NCIGA's Form 33, remanding the matter “to the Deputy Commissioner Section for further proceedings to address the issues raised by the NCIGA.” The Full Commission then approved the Compromise Settlement Agreement. Rothrock noticed its appeal from the Order.

II. Discussion

On appeal, Rothrock argues that, because plaintiff's claim was fully settled, the Industrial Commission misapprehended *Vizcaino* and lacked jurisdiction to issue its Order remanding the case to the Deputy Commissioner for further proceedings. For the following reasons, we agree.

A. Standard of Review

“[O]n appeal from an award of the Industrial Commission, review is limited to consideration of whether competent evidence supports the Commission’s findings of fact and whether the findings support the Commission’s conclusions of law.” *Richardson v. Maxim Healthcare/Allegis Grp.*, 362 N.C. 657, 660 (2008), *reh’g denied*, 363 N.C. 260 (2009) (citations and internal quotation marks omitted). “[T]he jurisdictional facts found by the Commission are not conclusive even if there is evidence in the record to support such findings. Instead, reviewing courts are obliged to make independent findings of jurisdictional facts based upon consideration of the entire record.” *Salvie v. Med. Ctr. Pharmacy of Concord, Inc.*, 235 N.C. App. 489, 491 (2014) (citations and internal quotation marks omitted). We review the Full Commission’s legal conclusions *de novo*. *Walker v. K&W Cafeterias*, 375 N.C. 254, 258 (2020).

B. The Full Commission’s Jurisdiction

“The Industrial Commission is not a court of general jurisdiction. It is an administrative board with quasi-judicial functions and has a special or limited jurisdiction created by statute and confined to its terms.” *Clark v. Gastonia Ice Cream Co.*, 261 N.C. 234, 238 (1964) (citation omitted).

The Workers’ Compensation Act specifically “relates to the rights and liabilities of employee and employer by reason of injuries and disabilities arising out of and in the course of the employment relation. Where that relation does not exist the Act has no application.” *Bryant v. Dougherty*, 267 N.C. 545, 548 (1966). The

Workers' Compensation Act provides that "[a]ll questions arising under this Article if not settled by agreements of the parties interested therein, with the approval of the Commission, shall be determined by the Commission, except as otherwise herein provided." N.C.G.S. § 97-91.

In addition to jurisdiction conferred by statute, our Supreme Court has stated that the Commission retains "such judicial power as is necessary to administer the Workers' Compensation Act." *N.C. Ins. Guar. Ass'n v. Int'l Paper Co.*, 152 N.C. App. 224, 226 (2002) (quoting *Hogan v. Cone Mills Corp.*, 315 N.C. 127, 138 (1985)). As such, the Industrial Commission "has jurisdiction to interpret laws bearing on the claims before it." *Id.* at 227 (citing *Pearson v. C.P. Buckner Steel Erection Co.*, 348 N.C. 239 (1998)). Its jurisdiction also includes the right and duty to decide questions of fact and law regarding the liability of an insurance carrier. *Id.* (citing *Spivey v. Gen. Contractors*, 32 N.C. App. 488 (1977)).

In *Clark*, our Supreme Court considered the extent of the Commission's statutory jurisdiction and interpreted § 97-91 as follows: "Questions 'arising under this [A]rticle' would seem to consist primarily, if not exclusively, of questions for decision in the determination of rights asserted by or on behalf of an injured employee or his dependents." *Clark*, 261 N.C. at 240–41 (quoting N.C.G.S. § 97-91). The Court relied upon the "general rule" that:

when it is ancillary to the determination of the employee's rights, the . . . [C]ommission has authority to pass upon a question relating to the insurance policy, including fraud

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in procurement, mistake of the parties, reformation of the policy, cancellation, and construction of extent of coverage On the other hand, when the rights of the employee in a pending claim are not at stake, many commissions disavow jurisdiction and send the parties to the courts for relief. This may occur when the question is purely one between two insurers, one of whom alleges that he has been made to pay an undue share of an award to a claimant, the award itself not being under attack. Or it may occur when the insured and insurer have some dispute entirely between themselves about the validity or coverage of the policy or the sharing of the admitted liability.

Id. at 239–40 (citation and quotation marks omitted).

We approved this application of this general rule in *Salvie v. Medical Center Pharmacy of Concord, Inc.* In *Salvie*, the plaintiff suffered a workplace injury and filed a claim for workers’ compensation benefits before settling the claim with the alleged employer’s insurance carrier. 235 N.C. App. at 490. We affirmed the Commission’s determination that it lacked jurisdiction to determine whether any party was required to reimburse an insurance provider for benefits already paid to the plaintiff, because the plaintiff “does not have a stake in the current case” and the insurance provider’s claim “does not implicate” his rights. *Id.* at 491.

We reiterated the *Clark* court’s conclusion that the Workers’ Compensation Act “neither expressly nor impliedly gives the Commission jurisdiction to decide matters that are purely between an employer and its insurer and that do not impact the rights of the injured employee.” *Salvie*, 235 N.C. App. at 492–93 (citing *Clark*, 261 N.C. at 240). We then quoted approvingly a “correct application” of *Clark* in *TIG Ins. Co. v.*

Deaton, Inc., 932 F. Supp. 132, 137 (W.D.N.C. 1996), a District Court opinion considering the boundary of the Commission’s jurisdiction:

In the case at bar, the dispute is essentially over who must pay [the employee’s] claim, not whether or how much [the employee] will be paid. Therefore, this dispute is not “ancillary to the determination of the employee’s right” but wholly distinct from it. There is no indication in the record that a decision in this case will in any way effect whether or how much [the employee] will receive on his claim. Thus it appears to this Court that, under the previous rulings of the North Carolina Supreme Court, the Industrial Commission does not have any jurisdiction to hear this case, let alone exclusive jurisdiction.

Salvie, 235 N.C. App. at 493 (quoting *TIG, Ins. Co.*, 932 F. Supp at 137). Accordingly, we held that the Act “did not confer upon the Commission jurisdiction over an indemnity dispute that was not germane to the employee’s right to compensation.” *Id.* at 492.

C. The Commission Lacked Jurisdiction to Remand the Case for Further Proceedings

Rothrock argues, and we agree, that “there can be no ancillary question that will affect the determination of an employee’s rights because Plaintiff has already settled his claim.” Indeed, “no question may be ancillary to a claim that no longer exists.”

As in *Salvie*, plaintiff here settled his claim and there is no further assessment required as to his right to benefits. Instead, a dispute remains as to the rights and liabilities of NCIGA and Rothrock: NCIGA, in its Form 33, sought “to establish the

responsibility of other defendants for the payment of the employee's claim and for reimbursement to NCIGA for benefits paid."

Accordingly, this case presents a procedural posture like that envisioned in the "general rule" discussed by the *Clark* court and approved in *Salvie*. Here, "the rights of the employee in a pending claim are not at stake" while an insurer "alleges [it] has been made to pay an undue share of an award to a claimant, the award itself not being under attack" and seeks a resolution as to the "sharing of the admitted liability" between itself, an employer, and the employer's insurance company. *Clark*, 261 N.C. at 239–40. Because this claim "does not implicate the rights of plaintiff" and "merely seeks a determination of whether [Rothrock or another party] should be required to reimburse [NCIGA] for some portion of the benefits already paid[.]" *Salvie* controls. *Salvie*, 235 N.C. App. at 491. The Commission should have determined that it lacked jurisdiction over these issues. Therefore, it had no jurisdiction either to reverse Deputy Commissioner Denning's previous decision to withdraw NCIGA's Form 33 or to remand the matter to the Deputy Commissioner Section for further proceedings on the open "ancillary" questions.

NCIGA disputes the argument that plaintiff "had no further stake in the outcome." NCIGA argues that plaintiff's "rights under the Workers' Compensation Act were legislatively assigned to the NCIGA to the extent of his recovery" by the "Effect of paid claims" section of the Guaranty Act, which provides in pertinent part that any "person recovering under this Article shall be deemed to have assigned his

rights under the policy or at law to the Association to the extent of his recovery from the Association.” N.C.G.S. § 58-48-50(a) (2025). Accordingly, NCIGA claims that plaintiff “had no ability to release or settle any rights already assigned to the NCIGA” and that “the Industrial Commission retained jurisdiction over contested issues the NCIGA had raised prior to the settlement.”

We correctly rejected this argument when NCIGA raised it in *Vizcaino*, wherein we held that NCIGA’s claim for reimbursement had no effect whatsoever upon that plaintiff’s rights, assigned or otherwise, since the claim did not “affect Plaintiff’s entitlement to benefits, the amount of benefits Plaintiff [would] receive, or Plaintiff’s right to any benefits moving forward.” *Vizcaino*, 282 N.C. App. 209, 2022 WL 599325 at *11. So too here. NCIGA pursues its claim for reimbursement based upon its own reserved rights, rather than any rights that plaintiff may have assigned. Accordingly, the Commission lacks jurisdiction to resolve NCIGA’s claim, as it raises a dispute “between two insurers, one of whom alleges that he has been made to pay an undue share of an award to a claimant, the award itself not being under attack.” *Clark*, 261 N.C. at 240. NCIGA must instead raise this claim in Superior Court.

In addition, Rothrock argues that the Full Commission misapprehended *Vizcaino* when it reversed the Deputy Commissioner’s decision concluding the Commission lacked jurisdiction to proceed on NCIGA’s hearing request after the settlement. We agree.

It is correct that, in *Vizcaino*, the Full Commission had jurisdiction to resolve open ancillary questions concerning the identity of that plaintiff's statutory employer and the parties' responsibilities to pay his benefits. However, in the instant case, the Full Commission erred in relying upon this unpublished decision to establish its jurisdiction to hold further proceedings. In *Vizcaino*, the plaintiff's claims were still active and the Commission's Order directly passed judgment upon his rights to benefits. Accordingly, the ancillary questions in *Vizcaino* were tethered to an employee's ongoing claim. Here, by contrast, the Commission revived NCIGA's request to determine questions pursuant to NCIGA's own rights, while also accepting plaintiff's settlement and fully resolving the employee claim to which NCIGA's questions were ancillary and derivative. Such assertion of jurisdiction is foreclosed by case law proceeding through *Salvie* back to *Clark*.

III. Conclusion

For the above reasons, we reverse the Full Commission's Order remanding this case to the Deputy Commissioner for further proceedings.

REVERSED.

Chief Judge DILLON and Judge TYSON concur.

Report per Rule 30(e).