STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0473

Carl Pinchinat,
Appellant,

vs.

Allstate Insurance Company,
Respondent.

Filed December 5, 2022
Affirmed
Halbrooks, Judge[*]

Dakota County District Court
File No. 19HA-CV-22-406

Matthew Brenengen, Brenengen Law Offices, St. Louis Park, Minnesota (for appellant)

Nicholas W. Rogers, Chicago, Illinois (for respondent)

Considered and decided by Reyes, Presiding Judge; Larkin, Judge; and Halbrooks, Judge.

NONPRECEDENTIAL OPINION

HALBROOKS, Judge

Appellant Carl Pinchinat challenges the district court's order vacating an arbitration award that required respondent Allstate Insurance Company to pay income-loss benefits under the Minnesota No-Fault Automobile Insurance Act (no-fault act), Minn. Stat.

[*] Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

§§ 65B.41-.71 (2020). Appellant asserts that the district court erred by misinterpreting Minn. Stat. § 65B.44, subd. 3(e), and reversing a factual determination of the arbitrator. We affirm.

FACTS

In February 2020, Pinchinat was injured in a motor-vehicle accident while visiting his wife and child in Minnesota. Pinchinat lives and works as a forklift operator in Miami, Florida. He traveled back to Florida shortly after the accident. In June 2020, Pinchinat took a six-week leave of absence from work and returned to Minnesota, where he underwent physical-therapy treatment for his injuries. Allstate paid the expenses for Pinchinat's physical therapy but denied his claim for six weeks of income-loss benefits.

Pinchinat petitioned for no-fault arbitration, arguing that, due to the pandemic and an influx of COVID-19 patients to medical-care facilities, he was unable to obtain physical-therapy treatment near his home in Florida. The arbitrator awarded $3,339.04 in income-loss benefits and interest—without issuing written findings or a memorandum.

Allstate moved to vacate the arbitrator's award on the ground that the arbitrator exceeded his powers by awarding income-loss benefits. The district court granted Allstate's motion, noting there was no indication that Pinchinat was "unable to engage in any gainful occupation or employment, or to simply continue working at his previous job with the post office." The district court determined that Pinchinat's decision to seek common medical treatment in Minnesota when he lives and works in Florida cannot be construed as "reasonable travel time" under Minn. Stat. § 65B.44, subd. 3(e), or otherwise

result in compensable income loss. The district court vacated the no-fault award based on a misapplication of the law. This appeal follows.

DECISION

Pinchinat challenges the vacation of the no-fault arbitration award, arguing that there was no basis to do so under Minn. Stat. § 572B.23 (2020) and the arbitrator did not misapply the no-fault act. An arbitrator exceeds his powers when he interprets, rather than applies, the no-fault act. *Garlyn, Inc. v. Auto-Owners Ins. Co.*, 814 N.W.2d 709, 712 (Minn. App. 2012). Upon motion, the district court shall vacate an arbitration award when the arbitrator has "exceeded the arbitrator's powers." Minn. Stat. § 572B.23(a)(4). We review de novo a district court's determination that an arbitrator exceeded his powers, *In re Progressive Ins. Co.*, 720 N.W.2d 865, 869-70 (Minn. App. 2006), *rev. denied* (Minn. Nov. 22, 2006), and a district court's interpretation of the no-fault act, *Ill. Farmers Ins. Co. v. Glass Serv. Co.*, 683 N.W.2d 792, 803 (Minn. 2004). "[N]o-fault arbitrators are limited to deciding questions of fact, leaving the interpretation of law to the courts." *Weaver v. State Farm Ins. Cos.*, 609 N.W.2d 878, 882 (Minn. 2000). A no-fault arbitrator's factual findings are final. *Fernow v. Gould*, 835 N.W.2d 8, 11 (Minn. 2013).

The no-fault act requires an insurer to provide basic economic-loss benefits, including disability and income-loss benefits, for injuries arising out of the maintenance or use of a motor vehicle. Minn. Stat. § 65B.44, subds. 1, 3. Income-loss benefits provide compensation for a percentage of the "injured person's loss of present and future gross income from inability to work" caused by the injury. *Id.*, subd. 3(a). "Inability to work" is defined as a "disability which prevents the injured person from engaging in any

substantial gainful occupation or employment on a regular basis, for wage or profit, for which the injured person is or may by training become reasonably qualified." *Id.*, subd. 3(d). Subdivision 3(d) also provides, "[i]f the injured person returns to employment and is unable by reason of the injury to work continuously, compensation for lost income shall be reduced by the income received while the injured person is actually able to work." *Id.* Subdivision 3(e) further describes when an injured person is "unable by reason of the injury to work continuously":

> [A]n injured person who is "unable by reason of the injury to work continuously" includes, but is not limited to, a person who misses time from work, including reasonable travel time, and loses income, vacation, or sick leave benefits, to obtain medical treatment for an injury arising out of the maintenance or use of a motor vehicle.

Id., subd. 3(e).

Pinchinat argues that he is entitled to income-loss benefits under subdivision 3(e) because he "misse[d] time from work . . . to obtain medical treatment" for his injuries. Reading section 65B.44, subdivision 3, in its entirety, Pinchinat's argument fails.

Statutes are construed to ascertain and effectuate the intent of the legislature. *Ill. Farmers Ins. Co.*, 683 N.W.2d at 803. In the absence of statutory definitions, we give words their plain and ordinary meaning and may consider dictionary definitions. *In re Krogstad*, 958 N.W.2d 331, 334 (Minn. 2021). "We are to read and construe a statute as a whole and must interpret each section in light of the surrounding sections to avoid conflicting interpretations." *Am. Family Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000). If the legislature's intent is clear from the statute's plain and unambiguous

language, we apply its plain meaning. *State v. Riggs*, 865 N.W.2d 679, 683 (Minn. 2015) (quotation omitted).

Section 65B.44, subdivision 3(d), provides two paths to establish inability to work: (1) disability that "prevents the injured person from engaging in any substantial gainful occupation or employment on a regular basis" and (2) "the injured person returns to employment and is unable by reason of the injury to work continuously." Minn. Stat. § 65B.44, subd. 3(d). Pinchinat does not contend that he was wholly prevented from working, nor does he challenge the district court's observation that the "undisputed facts are that Pinchinat was not, based upon any medical opinion, or under the statute, disabled rendering him unable to engage in any gainful occupation . . . or to simply continue working at his previous job." Accordingly, he must establish entitlement to income-loss benefits because he was "unable by reason of the injury to work continuously." *Id.*

Based on the plain language of subdivision 3(d), "unable . . . to work continuously" contemplates the performance of at least some work. *See id.* ("If the injured person returns to employment and is unable by reason of the injury to work continuously, compensation for lost income shall be reduced by the income received while the injured person is actually able to work."). Reading subdivision 3(e) in light of subdivision 3(d), it is clear that the legislature did not intend "unable by reason of the injury to work continuously" to encompass circumstances where an injured person who is capable of gainful occupation takes full-time leave to attend routine physical-therapy appointments a great distance from home. Even if we were to accept that physical therapy was only available in Minnesota due to pandemic circumstances, Pinchinat's time away from work would be attributable to

the pandemic, not the injury. *See id.* (providing for income-loss benefits when insured is "unable *by reason of the injury* to work continuously" (emphasis added)). And because subdivision 3(d) presumes that the injured person is working, albeit not continuously, the only reasonable interpretation of the phrase "to obtain medical treatment" is the time spent away from work while actually receiving medical treatment. *See* Minn. Stat. § 65B.44, subds. 3(d)-(e). Pinchinat makes no argument that his physical-therapy appointments were a full-time undertaking.

Subdivision 3(e) also provides for compensation for "reasonable travel time." *Id.*, subd. 3(e). The plain and ordinary meaning of travel is "to go from one place to another, as on a trip." *The American Heritage Dictionary of the English Language* 1848 (5th ed. 2018). The phrase "including reasonable travel time" expressly supplements "misses time from work . . . to obtain medical treatment." Minn. Stat. § 65B.44, subd. 3(e). Based on the context, "reasonable travel time" is time spent going to and from medical appointments. Pinchinat does not argue that the six weeks he spent in Minnesota qualified as "reasonable travel time," nor would that argument be persuasive. We conclude that Pinchinat has not shown that he was "unable by reason of the injury to work continuously" or that he missed six weeks of work "to obtain medical treatment." *See id.*, subds. 3(d)-(e).

Pinchinat also argues that the district court impermissibly reversed a factual finding by the arbitrator because he asserts the reasonableness of treatment in Minnesota was the sole factual issue at the arbitration hearing. He contends that the district court did not give deference to the arbitrator's factual finding that his inability to work was reasonable. We note that the arbitrator did not issue any written factual findings or a memorandum

explaining his reasoning, which hampers our review. Nevertheless, the district court's determination that Pinchinat's time away from work "cannot . . . be construed as 'reasonable travel time' under the statute nor result in the compensable income loss awarded by the arbitrator" turns on an interpretation of the no-fault act, not a factual finding of reasonableness.

Accordingly, the district court did not err in determining that the arbitrator exceeded his powers by interpreting section 65B.44, subdivision 3, to provide income-loss benefits for Pinchinat's six-week leave of absence. With the exception of "reasonable travel time," the relevant subdivisions do not address reasonableness. And Pinchinat does not argue that he missed work for "reasonable travel time" within the meaning of the statute. As no-fault arbitrators are to "[leave] the interpretation of law to the courts," the district court did not err when it vacated Pinchinat's no-fault arbitration award based on misapplication of Minn. Stat. § 65B.44, subd. 3.

Affirmed.