

TENNESSEE COURT OF WORKERS' COMPENSATION CLAIMS

Jairo Noe Morales Villareal v. Handyman Home Improvement, LLC

Morales Villareal, 2026 TN WC 86 (Tennessee Court of Workers' Compensation Claims 2026) · No. 2025-60-2740 · Decided June 18, 2026

SUMMARY

The Tennessee Court of Workers’ Compensation Claims held that Jairo Noe Morales Villareal was likely an employee of Handyman Home Improvement, LLC and sustained a compensable work-related injury. The court ordered Handyman to pay reasonable and necessary medical expenses and provide an orthopedic treatment panel in Mexico or pay for return treatment at Vanderbilt, but denied temporary disability benefits for lack of supporting evidence. The court dismissed the claim against Hector Cerda without prejudice and denied benefits from the Uninsured Employers Fund because residency was not established.

CASE DETAILS

COURT	Tennessee Court of Workers' Compensation Claims
WRITING FOR THE COURT	Robert Durham
JURISDICTION	Tennessee Court of Workers’ Compensation Claims
DECIDED	June 18, 2026
DOCKET	2025-60-2740
DISPOSITION	other
PROCEDURAL POSTURE	Expedited workers' compensation benefits proceeding. After an expedited hearing, the Court determined that the petitioner was likely to prevail on entitlement to medical benefits, denied temporary disability benefits for insufficient evidence, dismissed the claim against Hector Cerda without prejudice, and denied benefits from the Uninsured Employers Fund.
STANDARD OF REVIEW	Whether the petitioner showed a likelihood of prevailing at a compensation hearing under Tenn. Code Ann. § 50-6-239(d)(1), based on the evidence presented at the expedited hearing.
PRECEDENTIAL VALUE	Published Tennessee Court of Workers' Compensation Claims expedited hearing order

PARTIES

Jairo Noe Morales Villareal v. Handyman Home Improvement, LLC,
Hector Cerda

TOPICS

workers compensation

construction law

insurance

remedies

PRACTICE AREAS

workers compensation

employment law

construction law

insurance

remedies

QUESTIONS PRESENTED

1. Whether Morales was an employee of Handyman rather than an independent contractor under Tennessee's statutory employee-status factors.
2. Whether Handyman was required to provide workers' compensation benefits as a construction services provider despite possibly having fewer than five employees.
3. Whether Morales established a compensable work-related injury entitling him to reasonable and necessary medical treatment.
4. Whether Morales presented sufficient evidence to obtain temporary disability benefits at the expedited hearing.
5. Whether the claim against Hector Cerda should be dismissed.
6. Whether Morales established eligibility for benefits from the Uninsured Employers Fund by proving Tennessee residency at the time of injury.

HOLDINGS

1. Morales was an employee of Handyman, not an independent contractor, because the undisputed evidence showed that Handyman controlled his work, paid him weekly, furnished his tools and equipment, and coordinated customer contact and scheduling.
2. Handyman was a construction services provider under Tenn. Code Ann. § 50-6-902 and therefore was required to provide workers' compensation benefits even if it had fewer than five employees.
3. Morales established a compensable work-related injury to his sternum and thoracic spine, and Handyman was ordered to pay reasonable and necessary medical expenses at Vanderbilt and provide a panel of orthopedists in Mexico or pay for return treatment at Vanderbilt.
4. Morales was not entitled to temporary disability benefits at that time because he did not provide evidence documenting his wages, whether he had returned to any employment, or the duration of his inability to work.
5. Cerda's motion to dismiss was granted without prejudice to refiling because Morales unequivocally testified that Handyman, rather than Cerda, employed him.
6. Morales did not establish entitlement to benefits from the Uninsured Employers Fund because he presented no evidence that he was a Tennessee resident when the injury occurred.

KEY QUOTATIONS

“Given these facts, Mr. Morales was an employee and not an independent contractor of Handyman.”

“Thus, it must provide workers’ compensation benefits even though it may have had fewer than five employees.”

“Thus, Handyman must provide reasonable and necessary medical treatment as well as pay any disability benefits stemming from the injury.”

FACTUAL BACKGROUND

On July 2, 2024, Morales fell more than 25 feet from a ladder while painting a house, sustaining fractures to several thoracic vertebrae and his sternum and requiring 12 days of hospitalization at Vanderbilt. He testified that Handyman hired him through Cerda, controlled where and how he worked, supplied his tools and equipment, coordinated his schedule and customer communications, and paid him weekly in cash. After the injury, Morales did not return to work, moved to Mexico to obtain family assistance, and sought continued medical treatment and temporary disability benefits.

PROCEDURAL HISTORY

Morales initially filed a petition naming Hector Cerda as his employer. The Court previously ruled that he had not shown he was likely to prove Cerda was his employer. Morales later amended his petition to add Handyman Home Improvement, LLC, and the Court held an expedited hearing on May 29, 2026. Handyman did not appear through its owner or counsel; Cerda appeared and moved to dismiss the claim against him.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. Handyman was ordered to pay the specified medical expenses and provide an orthopedic treatment panel in Mexico or pay for return visits to Vanderbilt. The case was set for a scheduling hearing on July 27, 2026.

CASES CITED

- *Shepherd v. Haren Const. Co., Inc.*, 2016 TN Wrk. Comp. App. Bd. LEXIS 15, at *13 (Mar. 30, 2016)