REL: October 4, 2019

ALABAMA COURT OF CIVIL APPEALS

SPECIAL TERM, 2019

2180101

AMEC Foster Wheeler Kamtech, Inc.

v.

Jimmy Chandler

Appeal from Escambia Circuit Court
(CV-16-900090)

PER CURIAM.

On November 16, 2015, Jimmy Chandler was employed as a welder by AMEC Foster Wheeler Kamtech, Inc. ("AMEC"). Chandler felt a pain in his back upon lifting a pipe. Chandler reported the accident to his foreman, who suggested

that he "walk it off." The next day, Chandler reported to his foreman that he was still suffering back pain, and the foreman sent Chandler to "safety," where he completed forms and was given "bio-freeze" and a patch, which, Chandler said, did not alleviate his pain. A few days after the accident, AMEC sent Chandler to a local physician, Dr. Mark Roberts, who ultimately referred Chandler to Dr. James West, an orthopedic surgeon specializing in spinal injury.

Dr. West first evaluated Chandler on January 5, 2016. According to Dr. West, Chandler suffered from degenerative changes in his spine and had a "small protrusion" at the C6-7 vertebrae, a protrusion at the T7-8 vertebrae, and a protrusion at the L4-5 vertebrae. Dr. West believed that Chandler was suffering from chronic thoracolumbar strain and prescribed some medication and physical therapy. Dr. West restricted Chandler from lifting over 10 pounds and ordered that he avoid sweeping. After physical therapy was unsuccessful in improving Chandler's condition, Dr. West prescribed an epidural injection, which was administered on February 25, 2016. Dr. West prescribed a second epidural injection for Chandler on March 31, 2016. Chandler then

missed three appointments, and, as a result, Dr. West placed Chandler at maximum medical improvement ("MMI") on June 14, 2016.

In compliance with Dr. West's restrictions, AMEC placed Chandler on light duty in January 2016. However, Chandler suffered continuing pain that was exacerbated by his drive to work. He left AMEC's employ on January 11, 2016. At that time, AMEC was not paying Chandler any temporary workers' compensation benefits.

Chandler testified that he had missed the appointments with Dr. West because he lacked transportation. He returned to Dr. West in August 2016, at which time he received another epidural injection. According to Dr. West, Chandler received further epidural injections in September 2016, January 2017, March 2017, and on February 2, 2018. Dr. West opined that Chandler had "markedly improved" after June 2016 and that Chandler would, as of the date of Dr. West's deposition in May 2018, "need [to seek] additional treatment ... once or twice a year ... for an epidural or injections."

Chandler worked for other employers between the conclusion of his employment with AMEC in January 2016 and the

time of trial in July 2018. Chandler worked for TEI Construction Services, Inc. ("TEI"), at three different locations, during 2016 and 2017. He worked for TEI in Georgia for a total of three weeks in April and May 2016. Chandler worked for TEI in Louisiana for four weeks in July and August 2016, for TEI in South Carolina for five weeks during February, March, and April 2017, and again for TEI in Georgia for three weeks in April and May 2017. According to Chandler, however, he supervised other welders and inspected their welds but did not perform any welding himself during his employment with TEI at any location. In April and May 2018, Chandler worked for "PPM" in Nebraska, where, he said, he primarily supervised other welders, did "prefab work," and "lined everything out"; Chandler testified that a friend had gotten him that position. Chandler also worked for R&J Construction ("R&J") "off and on to try and keep my bills paid," where, he said, he supervised others and did "a little bit of mechanic work now and then." Chandler explained that R&J was owned by a lifelong friend, who, Chandler said, employed him whenever that friend could "afford to keep me on." Chandler testified

that, with the assistance of his nephew, he had performed bulldozer work with his own bulldozer in July 2018.

Chandler testified that his back pain prevented him from performing the tasks required for his previous position of precision or specialty welder. He explained that specialty welders often have to work in unusual positions in order to perform the welds required by their jobs. Chandler testified that he could not bend into the awkward positions often required, and, he said, he had begun to shake when in pain, which, he said, negatively impacted his ability to hold and operate his equipment and to properly weld. According to Chandler, he had historically worked as a welder on "shutdowns," which Chandler described as "when a power company or a paper mill has either breakdowns or routine scheduled maintenance to where [that company] shut[s] the mill down; therefore, shutdowns. And [those companies] bring in outside contractors, like myself, to repair what's going on." Chandler said that shutdowns last for varied but limited periods.

In July 2016, Chandler sued AMEC in the Escambia Circuit Court ("the trial court"), seeking workers' compensation

benefits under the Alabama Workers' Compensation Act, codified at Ala. Code 1975, § 25-5-1 et seq. After a trial held on July 30, 2018, the trial court entered a judgment on September 18, 2018, awarding Chandler workers' compensation benefits based on the trial court's finding that Chandler had suffered a 35% vocational disability. AMEC appeals.

Our review of workers' compensation judgments is well settled. "In reviewing pure findings of fact, the finding of the circuit court shall not be reversed if that finding is supported by substantial evidence." Ala. Code 1975, § 25-5-81(e)(2). Our supreme court has explained that a trial court's finding of fact is supported by substantial evidence if it is "supported by 'evidence of such weight and quality that fair-minded persons in the exercise of impartial judgment can reasonably infer the existence of the fact sought to be proved.'" Ex parte Trinity Indus., Inc., 680 So. 2d 262, 269 (Ala. 1996) (quoting West v. Founders Life Assurance Co. of Florida, 547 So. 2d 870, 871 (Ala. 1989)); see also Ala. Code 1975, § 12-21-12(d). In completing our review, this court "will view the facts in the light most favorable to the findings of the trial court." Whitsett v. BAMSI, Inc., 652

So. 2d 287, 290 (Ala. Civ. App. 1994), overruled on other grounds, Ex parte Trinity Indus., 680 So. 2d at 269. Further, we review legal issues without a presumption of correctness. See Ala. Code 1975, § 25-5-81(e)(1).

On appeal, AMEC first argues that the trial court erred by awarding Chandler workers' compensation benefits based on his alleged vocational disability. According to AMEC, because Chandler had returned to work for an equal or higher hourly wage after his injury, the trial court was limited by Ala. Code 1975, § 25-5-57(a)(3)i. ("the return-to-work statute"), to awarding Chandler benefits based solely on his physical impairment. The return-to-work statute states, in pertinent part:

> "If, on or after the date of maximum medical improvement, except for scheduled injuries as provided in [Ala. Code 1975, §] 25-5-57(a)(3), an injured worker returns to work at a wage equal to or greater than the worker's pre-injury wage, the worker's permanent partial disability rating shall be equal to his or her physical impairment and the court shall not consider any evidence of vocational disability."

AMEC asserted its argument regarding the applicability of the return-to-work statute before the trial court, which rejected that argument in its final judgment, stating:

> "[T]he return-to-work statute does not apply when the employee is no longer working at the time of the initial disability determination by the court. Pemco Aeroplex, Inc. v. Moore, 775 So. 2d 215 (Ala. Civ. App. 1999), overruled in part by Grace v. Standard Furniture Mfg. Co., 54 So. 3d 909 [(Ala. Civ. App. 2010)]; 1 Terry A. Moore, Alabama Workers' Compensation § 13:52 (1998)."

Thus, the trial court determined that, because Chandler was not actively employed on the date of the trial, he had not "return[ed] to work," as that term is used in the return-to-work statute. AMEC contends that the trial court erred by failing to apply the return-to-work statute and by applying Pemco Aeroplex v. Moore, 775 So. 2d 215 (Ala. Civ. App. 1999).

However, we need not resolve whether Chandler's intermittent employment after he left AMEC's employ amounted to a return to work under the statute despite the fact that he was not employed at the time of trial. AMEC argues that Chandler was making an equal or higher average weekly wage by pointing out that Chandler earned a higher hourly rate and per diem while working for other employers after leaving AMEC's employment and for an equal rate of pay but a much higher per diem amount after reaching MMI. However, the term "wages" in the return-to-work statute refers to an employee's average weekly wage, see Ala. Code 1975, § 25-5-1(6) (equating the

term "wage" with "average weekly earnings"), and Farmers Home Gin v. Christopher, 668 So. 2d 796, 797-98 (Ala. Civ. App. 1995) (applying the return-to-work statute and § 25-5-1(6), Ala. Code 1975, and comparing the employee's average weekly wage before and after his injury), which, in relation to short-term or seasonal workers, is determined by dividing the employee's gross wages by the number of weeks the employee worked, unless the result of that calculation would be unfair or unjust to one of the parties. See Ala. Code § 25-5-57(b); Meinhardt v. SAAD's Healthcare Servs., Inc., 952 So. 2d 368, 378 (Ala. Civ. App. 2006). In the present case, AMEC has provided this court a summary detailing the hourly rate and per diem wages Chandler earned after leaving AMEC's employ, but AMEC did not, below or on appeal, calculate Chandler's post-injury or post-MMI average weekly wage in accordance with the return-to-work statute; thus, Chandler had no ability to argue that any such calculation of his average weekly wage would be unfair or unjust. See Slay Transp. Co. v. Miller, 702 So. 2d 142, 143 (Ala. Civ. App. 1997) (indicating that "when it is impractical to reach a just and fair result by applying the formulas set out in § 25-5-57(b), the

determination of the employee's average weekly wage is left to the sound judgment and discretion of the trial court"). This court cannot assume that Chandler's higher hourly rate of pay during his limited employment periods after leaving AMEC's employ equated to a higher average weekly wage than what he had earned working for AMEC. See, e.g., 3-M Co. v. Myers, 692 So. 2d 134, 139 (Ala. Civ. App. 1997) (noting that an employee who earned a higher hourly rate of pay in post-MMI employment did not actually earn a higher average weekly wage because of the lesser number of hours worked). Furthermore, this court is not required to perform the proper calculations or provide the appropriate authority relating to those calculations for AMEC in order to support its argument. See Grieser v. Advanced Disposal Servs. Alabama, LLC, 252 So. 3d 664, 673 (Ala. Civ. App. 2017) (quoting White Sands Grp., L.L.C. v. PRS II, LLC, 998 So. 2d 1042, 1058 (Ala. 2008)) ("'Rule 28(a)(10)[, Ala. R. App. P.,] requires that arguments in briefs contain discussions of facts and relevant legal authorities that support the party's position. If they do not, the arguments are waived.'"); see also Cummings v. Cummings, 215 So. 3d 1107, 1109 (Ala. Civ. App. 2016) (explaining that

a trial court would not be held in error when a party did not present evidence of the calculations supporting her claim for relief). AMEC failed to demonstrate that Chandler actually returned to work making a higher average weekly wage, and, thus, we cannot place the trial court in error for failing to apply the return-to-work statute.

AMEC next argues that Chandler's admission on cross-examination that his back "felt worse" after he worked long hours implicates the last-injurious-exposure rule, which, according to AMEC, would preclude Chandler from receiving workers' compensation benefits from AMEC.

> "'"Under the last-injurious-exposure rule, the carrier covering the risk at the time of the most recent compensable injury bearing a causal relation to the disability bears the responsibility to make the required workers' compensation payments. 'The characterization of the second injury as a new injury, an aggravation of a prior injury, or a recurrence of an old injury determines which insurer is liable.'"'
>
> "Hooker Constr., Inc. v. Walker, 825 So. 2d 838, 845 (Ala. Civ. App. 2001) (quoting Ex parte Pike County Comm'n, 740 So. 2d 1080, 1083 (Ala. 1999)) (internal citations omitted in Walker); see also Kohler Co. [v. Miller], 921 So. 2d [436,] 444-45 [(Ala. Civ. App. 2005)] (applying the last-injurious-exposure rule to successive employers as opposed to insurance carriers). Because the terms 'aggravation' and 'recurrence' themselves are not self-explanatory,

> our cases have endeavored to clarify the difference between the two.
>
> > "'A court finds a recurrence when "the second [injury] does not contribute even slightly to the causation of the [disability]." 4 A. Larson, The Law of Workmen's Compensation, § 95.23 at 17-142 (1989). "[T]his group also includes the kind of case in which a worker has suffered a back strain, followed by a period of work with continuing symptoms indicating that the original condition persists, and culminating in a second period of disability precipitated by some lift or exertion." 4 A. Larson, § 95.23 at 17-152. A court finds an "aggravation of an injury" when the "second [injury] contributed independently to the final disability." 4 A. Larson, § 95.22 at 17-141.'
>
> "United States Fid. & Guar. Co. v. Stepp, 642 So. 2d 712, 715 (Ala. Civ. App. 1994)."

Stein Mart, Inc. v. Delashaw, 64 So. 3d 1101, 1105 (Ala. Civ. App. 2010).

As Chandler points out, the record contains no evidence indicating that Chandler's subsequent employment aggravated the injury he suffered while working for AMEC. The testimony that Chandler's back pain was worsened by his subsequent employment activities supports the conclusion that Chandler suffered a recurrence of the symptoms of his injury and not that he has suffered a second injury to his back that has

"'"contributed independently to the final disability."'" Stein Mart, Inc., 64 So. 3d at 1105 (quoting Stepp, 642 SO. 2d at 715, quoting in turn 4 A. Larson, § 95.22 at 17-141). Thus, we reject AMEC's argument that the last-injurious-exposure rule applies so as to absolve AMEC of liability in the present case.

AMEC next complains that the trial court's determination of Chandler's MMI date is not supported by the evidence. AMEC relies on Dr. West's determination that Chandler reached MMI on June 4, 2016. However, a trial court is not bound by a physician's determination of an MMI date. G.UB.MK. Constructors v. Traffanstedt, 726 So. 2d 704, 709 (Ala. Civ. App. 1998).

"The date of MMI indicates the date on which the claimant has reached such a plateau that there is no further medical care or treatment that could be reasonably anticipated to lessen the claimant's disability." Traffanstedt, 726 So. 2d at 709. Dr. West testified in his deposition that he had treated Chandler after June 2016 and most recently, as of the date of that deposition, on February 2, 2018. Dr. West commented that Chandler's condition had improved after June

2016 and that Chandler had reached a point in February 2018 where the only remaining treatment would be to have epidural injections once or twice per year to provide some relief. Thus, the trial court's conclusion that Chandler reached MMI on February 2, 2018, when Dr. West indicated Chandler's condition would no longer significantly improve, was supported by substantial evidence contained in the record.

Finally, AMEC challenges several "mistakes and miscalculations" in the trial court's judgment.[1] AMEC contends that the trial court improperly calculated Chandler's accrued benefits. At issue are the language and computations in the following provisions of the trial court's judgment:

"Findings of Fact

"....

[1]AMEC describes several errors of which it complains as "arguably, harmless" in both its principal brief and its reply brief. We, too, find those particular errors harmless and will not discuss them in this opinion. See Rule 54, Ala. R. App. P.; Blue Circle, Inc. v. Williams, 579 So. 2d 630, 634 (Ala. Civ. App. 1991) ("[W]e will not reverse the trial court when it appears that the party's substantial rights were not injuriously affected."). In addition, one of the errors in the judgment of which AMEC complains is the trial court's assignment of the February 2, 2018, MMI date, which we have already discussed above.

"16. That, upon consideration of the evidence ore tenus, the Court finds that:

> "a. As a proximate result of the injuries which [Chandler] received on November 16, 2015, [Chandler] had a temporary disability period of 115 weeks and 4 days. After reduction for periods when [Chandler] was able to work protected employment (supervisory or light duty work), temporary disability benefits in the amount of $813.00 were due for 73 weeks and 4 days in an amount of $59,813.57. AMEC ... has paid $0.00 in indemnity benefits to ... Chandler. Temporary total disability benefits were underpaid in the amount of $59,813.57.
>
> "b. As a proximate result of the injuries which [Chandler] received on November 16, 2015, [Chandler] incurred a 35% permanent partial disability and a partial loss of earning capacity/loss of ability to earn for which [Chandler] was entitled to receive a total of $6,380.00 in accrued permanent partial disability benefits from [AMEC] at the rate of $220.00 per week for a period of 63 weeks from February 2, 2018, until August 24, 2018.

"[Chandler] is also entitled to recover permanent partial disability benefits from the date of this Judgment at a rate of $220.00 per week beginning August 31, 2018 for a period of 163 weeks and 3 days. The present value of $220.00 per week over the remaining 163 week and 3 day period is $32,682.72.

"17. [The] attorney for [Chandler] is entitled to receive a reasonable attorney's fee equal to 15% of the total present value of this Judgment.

Further, that such attorney's fee is equal to the sum of $14,831.44.

"....

"Final Judgment

"Based upon the foregoing finds of fact and conclusions of law,

"IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court as follows:

"1. That ... Chandler[] have and receive of ... AMEC ... the following:

> "a. The sum of FIFTY-SIX THOUSAND TWO HUNDRED SIXTY- FOUR DOLLARS AND FIFTY-THREE CENTS ($56,264.53) as compensation for temporary total disability and permanent total disability[2] benefits which are accrued and due from [AMEC] as of August 24, 2018, after deducting a 15% attorney's fee and applying the credit due to [AMEC].
>
> "b. The sum of ONE HUNDRED EIGHTY-SEVEN DOLLARS ($187.00) per week, during the continuation of his total disability, for a period of 163 weeks and 4 days beginning August 31, 2018, which is THREE HUNDRED TWENTY-FOUR DOLLARS AND SEVENTEEN CENTS ($324.17) per week less the assessed attorney's fee of 15%, beginning August 28, 2012 as compensation for unaccrued permanent [partial] disability benefits, in accordance with the provisions of § 25-5-57(a)(4)(b).

[2]We believe that this provision was intended to read "temporary total disability and permanent partial disability."

"....

> "[2]. That [Chandler's] attorney ... have and receive of ... AMEC ... the sum of FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS AND FORTY-FOUR CENTS ($14,831.44) as an attorney's fee for the payments required under this Judgment, which is 15% of the present value of the indemnity benefits payable to [Chandler]."

AMEC contends that paragraph 16.b. of the trial court's findings of fact ("paragraph 16.b.") incorrectly states that 63 weeks of accrued permanent-partial-disability benefits are owed to Chandler.[3] Chandler agrees that the trial court erred in determining that the number of weeks between February 2, 2018, and August 24, 2018, was 63 weeks; as AMEC contends, the correct number of weeks is 29. However, Chandler contends that the trial court's correct computation of the $6,380 amount due (29 weeks x $220[4]) renders the error in the number of weeks reflected in paragraph 16.b. harmless. See Rule 45, Ala. R. App. P. (stating that a judgment should not be reversed unless "the error complained of has probably

[3]In making this particular argument, AMEC assumes, but does not concede, that the February 2, 2018, MMI date assigned by the trial court is correct.

[4]$220 is the maximum permanent-partial-disability rate. See Ala. Code 1975, § 25-5-68(a).

injuriously affected substantial rights of the parties"). AMEC contends otherwise, because, it says, the judgment could be interpreted as requiring AMEC to pay more than the $6,380 owed to Chandler as accrued permanent-partial-disability benefits.

The operative language of the judgment, which is contained in paragraph 1.b. of the "final judgment" section of the judgment ("paragraph 1.b.") orders that AMEC pay to Chandler $56,264.53 in accrued temporary-total-disability benefits and accrued permanent-partial-disability benefits. That amount equates to the sum of the amount of accrued temporary-total-disability benefits owed to Chandler, or $59,813.57, and the amount of accrued permanent-partial-disability benefits owed to Chandler, or $6,380, discounted by the 15% attorney's fee.[5] The trial court's computation of the amount of the accrued benefits owed to Chandler is therefore correct, and paragraph 1.b. of its judgment directs payment of the proper amount owed. Furthermore, Chandler has conceded that the trial court's reference to 63 weeks is an error in

[5]$59,813.57 + $6,380 = $66,193.57. $66,193.57 x 15% = $9,929.04. $66,193.57 - $9,929.04 = $56,264.53

the judgment and that AMEC owes only $6,380 in accrued permanent-partial-disability benefits. Thus, we cannot agree with AMEC that paragraph 16.b., while admittedly containing an error, will result in its potential liability for more than the 29 weeks, or $6,380, of accrued permanent-partial-disability benefits, and we therefore conclude that the error is harmless and does not require reversal of the trial court's judgment.[6]

AMEC next challenges paragraph 1.b. of the judgment. Indeed, as Chandler concedes, paragraph 1.b. contains errors. According to AMEC, the provision requires it to pay $324.17 per week in future permanent-partial-disability benefits. Chandler, on the other hand, contends that the judgment does not require that AMEC pay $324.17 per week in future permanent-partial-disability benefits but, instead, clearly indicates that the amount due to be paid by AMEC is the

[6]If the parties desire, either may request a correction to the judgment pursuant to Rule 60(a), Ala. R. Civ. P., to delete the number "63" and replace it with the correct number "29." See Bergen-Patterson, Inc. v. Naylor, 701 So. 2d 826, 828 (Ala. Civ. App. 1997) (explaining that, "[w]hen the intent of the trial court is clear, Rule 60(a), Ala. R. Civ. P., gives the trial court the necessary power to correct clerical mistakes in a judgment so that the judgment reflects what was intended to be done").

correct sum of $187 per week, which is the $220 maximum permanent-partial-disability rate, see § 25-5-68(a), less the 15% attorney's fee. The offending phrase of paragraph 1.b. appears to be the following: "which is THREE HUNDRED TWENTY-FOUR DOLLARS AND SEVENTEEN CENTS ($324.17) per week less the assessed attorney's fee of 15%, beginning August 28, 2012 ...." That phrase appears to be completely out of place in the judgment, because it references both an amount ($324.17) and a date (August 28, 2012) that bear no relation to the present case. Although AMEC contends that the trial court's intent regarding the award of future permanent-partial-disability benefits is not clear because of the offending phrase, and therefore that the error is not merely clerical in nature, we can conceive of no other reason for the inclusion of the offending phrase in the judgment except as a clerical error or a typographical error on the part of the trial court. See Naylor, 701 So. 2d at 828 (explaining that, when the intent of a trial court's judgment is clear, a mistake in the judgment may be corrected pursuant to Rule 60(a) as a clerical error). Our supreme court has explained that "a clerical misprision" is not a basis for the reversal

of a judgment when the intent of the judgment is apparent from the record. See Wilder v. Bush, 201 Ala. 21, 24, 75 So. 143, 146 (1917). Thus, despite the errors in paragraph 1.b., we find no basis upon which to reverse the judgment.[7]

Next, AMEC contends that the final portion of paragraph 16.b. "indicates that AMEC must pay the present value of $220 per week to Chandler." AMEC's argument is not well taken. Although the trial court computed the present value of the future permanent-partial-disability benefits owed to Chandler in paragraph 16.b. of its findings of fact, it did not order AMEC to pay that amount to Chandler in paragraph 1.b. of its final judgment. As we have explained above, paragraph 1.b. contains an erroneous phrase, but the parties agree that the amount of the future permanent-partial-disability benefits owed to Chandler is $187 per week for 163 weeks and 4 days.[8] The "final judgment" section of the judgment awards Chandler $187 per week and does not mention the present value, lump-sum

[7]As we commented in note 6, supra, the parties are free to seek correction of the error in paragraph 1.b. pursuant to Rule 60(a).

[8]Technically, AMEC agrees to that figure only if its other arguments regarding the date of MMI and the return-to-work statute are unsuccessful.

amount mentioned in paragraph 16.b. of the trial court's findings of fact. Thus, we conclude that the judgment does not "indicate" that AMEC must pay "the present value of $220 per week to Chandler."

Finally, AMEC complains that the trial court incorrectly calculated the attorney's fee due to be awarded to Chandler's attorney. AMEC contends that the correct amount of the attorney's fee should be $13,875.45 instead of $14,831.44. However, AMEC does not indicate exactly what miscalculation the trial court made in calculating the attorney's fee due to Chandler's attorney or direct this court to any authority relating to the computation of an attorney's fee in a workers' compensation case, despite the existence of such authority.[9]

[9]AMEC cites certain of those cases for the proposition that, if the intent of the trial court is clear, certain errors in computation are mere clerical errors and are correctable pursuant to Rule 60(a). See Naylor, 701 So. 2d at 828. However, AMEC does not discuss those cases as they pertain to the calculation of the attorney's fee other than to state that "'it is incumbent on the trial court, with the aid of counsel, to determine the appropriate time period for calculating the present value.'" Jimoco, Inc. v. Smith, 777 So. 2d 716, 720 (Ala. Civ. App. 2000) (quoting Ex parte St. Regis Corp., 535 So. 2d 160, 163 n.3 (Ala. 1988)). We are not required to develop legal arguments for the parties. White Sands Grp., L.L.C. v. PRS II, LLC, 998 So. 2d at 1058; see also Bishop v. Robinson, 516 So. 2d 723, 724 (Ala. Civ. App. 1987) (quoting Thoman Eng'g, Inc. v. McDonald, 57 Ala. App.

As we have previously noted, it is incumbent on an appellant to demonstrate error in the trial court's judgment and to present authority to support the conclusion that the trial court erred. See Grieser, 252 So. 3d at 673. Thus, we will not reverse the trial court's judgment computing the attorney's fee due to Chandler's counsel.

We have rejected AMEC's several arguments challenging the trial court's judgment awarding, and computing, workers' compensation benefits to Chandler. Having found no properly argued error in the trial court's judgment, we affirm that judgment in its entirety.

AFFIRMED.

Moore, Edwards, and Hanson, JJ., concur.

Donaldson, J., concurs in part and concurs in the result, with writing.

Thompson, P.J., concurs in the result, without writing.

287, 290, 328 So. 2d 293, 294 (Ala. Civ. App. 1976)) (noting that an appellant should "present his issues 'with clarity and without ambiguity'" and "fully express his position on the enumerated issues" in the argument section of his brief); accord United States v. Zannino, 895 F.2d 1, 17 (1st Cir. 1990) ("It is not enough merely to mention a possible argument in the most skeletal way, leaving the court to do counsel's work, create the ossature for the argument, and put flesh on its bones.").

DONALDSON, Judge, concurring in part and concurring in the result.

I concur in the main opinion except with respect to its rationale for holding that we need not resolve the issue whether Jimmy Chandler's intermittent employment after he stopped working for AMEC Foster Wheeler Kamtech, Inc., amounted to a return to work under § 25-5-57(a)(3)i., Ala. Code 1975. I think the argument is adequately presented on appeal, but I agree that no reversible error has been established.