State	Does the state have an intentional tort exception?	Is the test expanded beyond actual intent to injure into substantial certainty to injure?	Notes on exceptions to immunity (if any) for employers.
California	yes	Specific intent to injure or serious and willful misconduct surpassing gross negligence.	In California, workers' compensation is the exclusive remedy even when an employee's injury results from the employer's gross negligence or intentional conduct. California has a "tripartite" system for classifying injuries. Fermino v. Fedco, Inc. 872 P.2d 559 (Cal. 1994). No fault or negligence based injuries are compensated ordinarily under the workers compensations system. The statute provides a 50% increase in compensation where the injury is the result of "serious and willful" misconduct by the employer. See Cal Lab. Code § 4553. Courts have explained that this provision applies only to an "exceptionally high degree of employer fault, surpassing even gross negligence . . . . "Serious and willful misconduct" within the meaning of section 4553 is an act deliberately done for the express purpose of injuring another, or intentionally performed whether with knowledge that serious injury is a probable result or with a positive, active, wanton, reckless and absolute disregard of its possibly damaging consequences." Ferguson v. Workers' Comp. Appeals Bd., 39 Cal.Rptr. 2d 806, 811 (Cal. App. 1 Dist. 1995). Exclusivity does not apply to the narrow category of intentional torts where it is proven that the employer acted with the specific intent to injure the employee. Arendell v. Auto Parts Club, Inc., 35 Cal.Rptr. 2d 83, 85-86 (Cal. App. 1 Dist. 1994).
Texas			
New York	yes	Actual intent to injure.	New York's exclusive remedy provision applies in all cases except intentional torts. Gross negligence does not overcome the exclusive remedy. See Acevedo v. Consolidated Edison Co. of New York, Inc., 596 N.Y.S. 2d 68, 71 (N.Y.A.D. 1 Dept. 1993) ("While the conduct alleged might rise to the level of gross negligence, it cannot be said to meet the necessary threshold of a willful intent to harm the particular employee-plaintiffs").
Florida	Yes.	Subtantial certainty.	Florida's exclusive remedy provision does not cover intentional torts by the employer. While employers have immunity for "gross negligence," the Florida supreme court has extended the intentional tort exception to conduct which was substantially certain to result in injury. Turner v. PCR, Inc., 754 So.2d 683, 691 (Fla.2000). "This standard imputes intent upon employers in circumstances where injury or death is objectively "substantially certain." Id.
Illinois	Yes.	Actual Intent to injure.	Illinois' exclusive remedy provision applies unless the injury is not "accidental". See Copass v. Ill. Power Co., 569 N.E.2d 1211, 1216 (Il. App. 4th Dist. 1991). This requires a subjective intent to injury—a true intentional tort. In Copass, the Illinois court specifically rejected the objective "substantial certainty" test that was adopted in Florida.

Pennsylvania	No.	Actual intent to injure./Unclear - see notes.	No exception for intentional torts. Poyser v. Newman & Co., Inc., 522 A.2d 548, 551 (Pa. 1987). But see Martin v. Lancaster Battery Co., Inc., 606 A.2d 444, 447-48 (Pa. 1992) (holding that plaintiffs can proceed against employers on a theory of fraudulent concealment of test results, combined with an allegation of injury involving the exacerbation of already existing wounds).
Ohio	Yes.	Actual intent to injure./Substantial certainty. [You could make a case for either, based on the statute and case law. See notes.]	Statute effective in 2005 requires that in order for plaintiffs to sue an employer in court for intentional torts, plaintiff must prove "that the employer committed the tortious act with the intent to injure another or with the belief that the injury was substantially certain to occur." Oh. Rev. Code sec. 2745.01(A). "Substantially certain" is then defined as "deliberate intent to cause an employee to suffer an injury, a disease, condition or death." Id. at sec. 2745.01(B). The Ohio Supreme Court only recently held the statute constitutional, so it is unclear at this time how the courts will interpret the "substantially certain" language.
Michigan	Yes.	Actual intent to injure.	"An intentional tort shall exist only when an employee is injured as a result of a deliberate act of the employer and the employer specifically intended an injury. An employer shall be deemed to have intended to injure if the employer had actual knowledge that an injury was certain to occur and willfully disregarded that knowledge." Mich. Comp. L. Ann. sec. 418.131(1). This statutory provision was enacted in 1987 to overrule prior cases adopting the "substantial certainty" test and replace it with the "more rigorous 'true intentional tort' standard". Gray v. Morley, 596 N.W.2d 922, 924 n.2 (Mich. 1999).
Georgia	No.	N/A	When an employee's injuries are compensable under the Act, the employee is absolutely barred from pursuing a common law tort action to recover for such injuries, even if they resulted from intentional misconduct on the part of the employer. From Kellogg Co. v. Pinkston, 558 S.E.2d 423, 424 (Ga. App. 2001). Suits alleging intentional misconduct on the part of the employer that result in injuries not covered by the act, such as those not arising out of the course of employment, are permitted. Id. at n.3.
North Carolina	Yes.	Substantial certainty.	Employers may be sued for intentional torts; such claims are called "Woodson claims" after Woodson v. Rowland, 407 S.E.2d 222 (1991), Woodson claims require a showing of "(1) misconduct by the employer; (2) intentionally engaged in; (3) with the knowledge that the misconduct is substantially certain to cause serious injury or death to an employee; and (4) that employee is injured as a consequence of the misconduct"; and do not include claims of "willful, wanton and reckless negligence". Blow v. DSM Pharm., Inc., 678 S.E.2d 245, 248-49 (N.C. App. 2009).

New Jersey	Yes.	Substantial certainty.	New Jersey recognizes an exception to employer immunity for intentional torts, and has adopted the "substantial certainty of injury" test for determining the degree of fault necessary for an employer to be sued outside the worker's comp system. Laidlow v. Hariton Mach. Co., Inc., 790 A.2d 884, 897-98 (N.J. 2002) (allowing lawsuit to proceed against employer based on failure to use a safety guard on a dangerous machine, noting that employees had asked for the guard to be used after several close calls with the machine, and that the employer took concrete steps to deceive OSHA into believing that the guard was in place). In addition to this showing, courts in New Jersey require that a plaintiff meet a "context" test, which asks whether the injury may "fairly be viewed as a fact of life of industrial employment, or is it rather plainly beyond anything the legislature could have contemplated as entitling the employee to recover only under the Compensation Act?" Id. at 892.
Virginia	No.	N/A.	Virginia does not appear to recognize an exception to employer immunity for intentional torts of any kind. See Continental. Nevertheless, Virginia courts do require that injuries covered by the act must be "by accident", occur "in the course of employment" and "arise out of" employment. The "arise out of" prong has been used to exclude some assaults that occur at the workplace from the exclusivity provisions of the act, under the theory that some assaults are "personal" rather than related to employment. See Hilton v. Martin, 654 S.E.2d 572, 574-75 (Va. 2008) (allowing suit brought by parents of deceased ambulance worker to proceed because although worker was assaulted on the job by a co-employee with a defibrilator provided by employer, the assault was not directed at the victim "as an employee").
Washington	Yes.	Actual intent to injure.	Employers are immune except when they act with a "deliberate intent to injure" the employee. Birklid v. Boeing Co., 904 P.2d 278, 285 (Wash. 1995). This case explicitly rejects the "substantial certainty" test adopted by other jurisdictions, but then articulates its test for "actual intent to injure" as requiring that the employer have "actual knowledge that an injury was certain to occur and willfully disregarded that knowledge." Id.
Arizona	Yes.	Actual intent to injure.	"The exclusive remedy provisions of the Act do not apply when the injury is caused by the employer's willful misconduct, A.R.S. § 23-1022(A), defined as "an act done knowingly and purposely with the direct object of injuring another." § 23-1022(B). Even gross negligence or wantonness amounting to gross negligence does not constitute a "willful act" under this definition; the negligence or wantonness must be accompanied by the intent to inflict injury upon another. *Serna v. Statewide Contractors, Inc.*, 6 Ariz.App. 12, 429 P.2d 504 (1967)." From: Diaz v. Magma Copper Co., 950 P.2d 1165, 1172 (Ariz. App. 1997).
Massachusetts	No.	N/A.	No exception for intentional torts. Doe v. Purity Supreme, Inc., 664 N.E.2d 815 (Mass. 1996). There is a statutory provision that authorizes double damages, for which the employer must reimburse the insurance carrier, for willful or wanton misconduct.

Indiana	Yes.	Actual intent to injure.	Worker's comp act is exclusive for all injuries that occur "by accident". In order to qualify as an intended act, as opposed to an accident, the "tort must have been committed by the employer (or by the employer's alter ego), and the employer must also have intended the injury or actually known that injury was certain to occur." Foshee v. Shoney's, Inc., 637 N.E.2d 1277, 1281 (Ind. 1994). Explicit rejection of substantial certainty test. Must have actual knowledge that injury was certain to occur; not "should have known". Agee v. Central Soya Co., Inc., 695 N.E.2d 624, 627 (Ind. App. 1998).
Tennessee	Yes.	Actual intent to injure.	Explicit rejection of substantial certainty standard. Mize v. Conagra, Inc., 734 S.W.2d 334, 336 (Tenn. App. 1987).
Missouri	Yes.	Actual intent to injure./Unclear - see notes.	Intentional tort, but unclear whether substantial certainty or actual intent prevails. Courts now push this decision to the worker's comp agency in the first instance. State ex rel. Ford Motor Co. v. Nixon, 219 S.W.3d 846, 849 (Mo. App. 2007).
Maryland	Yes.	Actual intent to injure./Unclear?	Worker's comp is the exclusive remedy for all injuries at work, except those caused by an "intentional or deliberate act by the employer with a desire to bring about the consequences of the act." Johnson v. Mountaire Farms of Delmarva, Inc., 503 A.2d 708, 713(Md. 1986). Johnson explicitly rejects an exception to exclusivity for "gross, wanton, wilful or reckless negligence". Id.
Wisconsin	Yes.	Actual intent to injure.	There is a VERY narrow exception to the exclusivity provision permitting workers to sue employers who are sole proprietors and who intentionally cause the worker's injury. Peterson v. Arlington Hospitality Staffing, Inc., 689 N.W.2d 61, 66-67 (Wis. App. 2004) (recognizing the limited nature of the holding in Lentz v. Young, 536 N.W.2d 451 (Wis. App. 1995), which permitted a civil suit against a sole proprietor for intentional sexual harassment, based on the fact that such injuries are not "accidents").
Minnesota	Yes.	Actual intent to injure.	There is an "intentional injury" exception, which requires a "conscious and deliberate intent to inflict physical injury". Gunderson v. Harrington, 632 N.W.2d 695, 703-04 (Minn. 2001). Explicit rejection of substantial certainty test.
Colorado	Yes.	Actual intent to injure.	Employers can be sued for intentional torts, but only "if the employer deliberately intended to cause the injury and acted directly, rather than constructively through an agent." Schwindt v. Hershey Foods Corp., 81 P.3d 1144, 1146 (Co. App. 2003) (internal quotation marks omitted). Schwindt explicitly rejects the "substantial certainty" test. Id. at 1146-47.

Alabama	Yes/based on definition of "accident".	Actual intent to injure.	"[W]here a workplace injury to an employee arises from an accident as defined in the Act, i.e., "an unexpected or unforeseen event, happening suddenly and violently, with or without human fault, and producing at the time injury to the physical structure of the body or damage to an artificial member of the body by accidental means," § 25-5-1(7), Ala.Code 1975, the Act's exclusivity provisions apply, and merely alleging intentional or willful conduct cannot surmount those provisions. Beard v. Mobile Press Register, Inc., 908 So.2d 932, 935 (Al. Civ. App. 2004). The only possible exceptions to exclusivity appear to rest on defining the event as a non-accident and/or determining that the event occurred outside the scope of employment. Id.
South Carolina	Yes.	Actual intent to injure.	Exception to exclusivity only for "intentional injury". South Carolina explicitly rejects the "substantial certainty" test in favor of the "actual intent" test. Peay v. U.S. Silica Co., 437 S.E.2d 64, 65 (S.C. 1993).
Louisiana	Yes.	Substantial certainty.	"In Bazley v. Tortorich, 397 So.2d 475 (La.1981), the Louisiana Supreme Court determined that an act is considered intentional whenever it is shown that the defendant either "consciously desired" the physical results of his conduct or was "substantially certain" that those physical results would follow from his actions. However, the supreme court also explained that "believing that someone may, or even probably will, eventually get hurt if a workplace practice is continued does not rise to the level of an intentional act, but instead falls within the range of negligent acts that are covered by workers' compensation." Reeves v. Structural Preservation Systems, 1998-1795 (La.03/12/99), 731 So.2d 208, 212. Furthermore, gross negligence is insufficient for the intentional act exception. Id." Reynolds v. Louisiana Plastic, 26 So. 3d 149 (La. App. 2 Cir. 2009).
Kentucky	Yes.	Actual intent to injure.	Employers in Kentucky are immune from suit except in cases where the injury results from the "deliberate intention" of the employer. In applying this language, the KY Supreme Court explicitly rejects the "substantial certainty" test in favor of the "actual intent" standard. Moore v. Environmental Const. Corp., 147 S.W.3d 13, 19 at n.20 (Ky. 2004) (holding that failure to comply with safety regulations did not constitute "deliberate intention" on the part of the employer to cause injury).
Oregon	Yes.	Actual intent to injure.	Yes. Exception for intentional torts, but must have intent to injure. Davis v. United States Employers Council, Inc., 934 P.2d 1142, 1145 (Or. App. 1997) (citing and discussing Lusk v. Monaco Motor Homes, Inc., 775 P.2d 891 (1989), which held that a failure to purchase safety equipment in order to save money did not constitute a "deliberate intent" to injure an employee).

Oklahoma	Yes.	Substantial certainty.	In order to qualify for the exception to exclusivity, "the employer's conduct must amount to an intentional tort; and, the employer must have: 1) desired to bring about the worker's injury; or 2) acted with the knowledge that such injury was substantially certain to result from the employer's conduct. To remove the injured worker's claim from the exclusive remedy provision of the Workers' Compensation Act and allow the worker to proceed in district court, nothing short of a demonstration of the employer's knowledge of the substantial certainty of injury will suffice. The employer's cognizance of a foreseeable risk, high probability, or substantial likelihood of injury are insufficient to impose tort liability." Price v. Howard, -- P.3d --, 2010 WL 925175 at *3 (Ok. 2010).
Connecticut	Yes.	Substantial certainty.	Exception to exclusivity applies for cases in which an employer actually intended to injure the employee or intentionally created a dangerous situation that made plaintiff's injuries substantially certain to occur. Melanson v. Town of West Hartford, 767 A.2d 764, 768 (Conn. App. 2001).
Iowa	No.	N/A	No exceptions for employers. Horsman v. Wahl, 551 N.W.2d 619, 620 (Iowa 1996) (rejecting claim that sole proprietor should be treated as co-employee rather than employer, meaning that plaintiff would not be able to pursue a common-law tort action for gross negligence).
Mississippi	Yes.	Actual intent to injure.	Exception for intentional torts, meaning only actual intent to injure; specifically rejecting the "substantial certainty" test. Franklin Corp. v. Tedford, 18 So. 3d 215, 232 (Miss. 2009).
Arkansas	Yes.	Actual intent to injure.	Exception exists for intentional torts, but it is "narrowly construed", and only applies to "acts 'committed with an actual, specific, and deliberate intent on the part of the employer to injure the employee.'" Guerrero v. OK Foods, Inc., 230 S.W.2d 296, 298 (Ark. App. 2006) (rejecting plaintiff's request to expand the definition of intentional torts by using the substantial certainty test) (quoting Griffin v. George's Inc., 589 S.W.2d 24, 27 (Ark. 1979)).

Kansas	No.	N/A	Probably no exceptions. The Kansas Supreme Court does not seem to have addressed this issue as squarely as most other courts. Rajala v. Doresky, 661 P.2d 1251 (Kan. 1983), is the closest, and it holds that the Kansas worker's compensation statute does not violate the Kansas Constitution because it bars suits against co-employees for intentional torts. Id. at *. Notably, the parties in that case had stipulated that the statute barred such suits, and the issue was merely whether that bar would violate the Kansas Constitution. Id. I can find no parallel case setting out this rule as it relates to employers. The closest is Yocum v. Phillips, decided a few years earlier, which actually dismissed a tort suit brought by an employee charging the employer with fraudulently inducing him to sign a settlement agreement related to a workplace injury. That all seems to match up nicely with Kansas rejecting an intentional tort exception to exclusivity, except for this statement, toward the end of the opinion in Yocum: ""While K.S.A. 1979 Supp. 44-501 would seem to exclude from the scope of the act intentional torts committed by the employer, under the factual circumstances in this case plaintiff's claim for damages from his employer's fraud in obtaining a settlement from plaintiff is so interwoven with the compensation award that to allow an independent common-law action would circumvent the statutory provisions, promote litigation, extend the period of uncertainty of the recovery for both the employee and employer, and would shift the loss
Utah	Yes.	Somewhat broader than pure intent to injure.	There is an exception for intentional injuries, and the Court tries to split the difference between the "actual intent" and "substantial certainty" tests by saying that intent means that the result is intended or expected. Helf v. Chevron U.S.A., Inc., 203 P.3d 962 (Ut. 2009).
Nevada	Yes.	Actual intent to injure.	There is an exception for intentional torts of the employer, but plaintiff must show not just that the act causing the injury was intentional, but that the employer had a subjective intent to injure the employee. Conway v. Circus Circus Casinos, Inc., 8 P.3d 837, 840 (Nev. 2000).
New Mexico	Yes.	Broader than actual intent: outside the scope of the Act, when: (1) the worker or employer engages in an intentional act or omission, without just cause or excuse, that is reasonably expected to result in the injury suffered by the worker; (2) the worker or employer expects the intentional act or omission to result in the injury, or has utterly disregarded the consequences; and (3) the intentional act or omission proximately causes the injury.	Only exception is for "Delgado claims", named after Delgado v. Phelps Dodge Chino, Inc., 34 P.3d 1148 (N.M. 2001), which requires a showing of "egregious employer conduct . . . involving deliberate or intentional acts that the employer knew or should have known would almost certainly result in serious injury or death." Chairez v. James Hamilton Constr. Co., 215 P.3d 732, 740 (N.M. App. 2009). Discussion makes it clear that this is a high standard.

West Virginia	Yes.	Actual intent to injure except for intentional exposure of employee to unsafe workplace with known hight degree of risk of strong probability of injury.	Exception applies for acts of "deliberate intention", which specifically excludes gross negligence, and involves "conscious, subjective deliberation, intentionally exposing the employee to a specific unsafe working condition". Marcus v. Holley, 618 S.E.2d 517, 525-26 (W. Va. 2005).
Nebraska	No.	N/A	No exceptions even for intentional acts of employers. Harsh Intern., Inc. v. Monfort Industries, Inc., 662 N.W.2d 574, 579 (Neb. 2003).
Idaho	Yes.	No.	Exception for a case "where injury or death is proximately caused by the willful or unprovoked physical aggression of the employer". Dominguez ex rel. Hamp v. Evergreen Resources, Inc., 121 P.2d 938, 942 (Id. 2005).
New Hampshire	No.	N/A	No exceptions for employers. Karch v. BayBank FSB, 794 A.2d 763, 770 (N.H. 2002).
Maine	No.	N/A	No exceptions, even for intentional torts. Li v. C.N. Brown Co., 645 A.2d 606, 608 (Me. 1994).
Hawaii	Yes.	unclear from case law	Intentional torts excepted. Furukawa v. Honolulu Zoological Soc., 936 P.2d 643, 654 (Ha. 1997).
Rhode Island	No.	N/A	No intentional tort exception. Nassa v. Hook-SupeRx, Inc., 790 A.2d 368, 372 (R.I. 2002).
Montana	Yes.	Actual intent to injure.	Exception for intentional injury only. Wise v. CNH America, LLC, 142 P.3d 774, 776-77 (Mont. 2006). Exception only where injury caused by an intentional and deliberate act that is specifically and actually intended to cause injury to the employee injured and there is actual knowledge that an injury is certain to occur.
Delaware	Yes.	Actual intent to injure.	Intentional torts only. Rafferty v. Hartman Walsh Painting Co., 760 A.2d 157, 159 (Del. Supr. 2000).
South Dakota	Yes.	Substantial certainty.	Intentional torts are excepted. Progressive at p. 652. Gross negligence is not enough, must be substantial certainty that injuries would inevitable outcome of conduct. McMillin v. Mueller, 695 N.W.2d 217, 222 (S.D. 2005).
Alaska	Yes.	Actual intent to injure.	Intentional torts are excepted. Reust v. Alaska Petroleum Contractors, Inc., 127 P.3d 807, 819 (Ak. 2005). Gross negligence is not enough, and declined to adopt substantial certainty test. Fenner v. Municipality of Anchorage, 53 P.3d 573, 577 (Ak. 2002).
North Dakota	Yes.	Actual intent to injure.	Yes. Limited to "true intentional torts". Zimmerman v. Valdak Corp., 570 N.W.2d 204, 209 (N.D. 1997).
Vermont	Yes.	Actual intent to injure.	Yes. Garger v. Desroches, 974 A. 2d 597, 601 (Vt. 2009)
Wyoming	No.	N/A	No exceptions for employers; immunity is absolute. Baker v. Wendy's of Montana, Inc., 687 P.2d 885, 888 (Wyo. 1984).