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MONTHLY ELECTRONIC SUBROGATION NEWSLETTER

MAY 2011

TO CLIENTS AND FRIENDS OF MATTHIESEN, WICKERT & LEHRER, S.C.:

This monthly electronic subrogation newsletter is a service provided exclusively to clients and friends of Matthiesen, Wickert & Lehrer, S.C. ("MWL"). The vagaries and complexity of nationwide subrogation have, for many lawyers and insurance professionals, made keeping current with changing subrogation law in all fifty states an arduous and laborious task. It is the goal of MWL and this electronic subrogation newsletter, to assist in the dissemination of new developments in subrogation law and the continuing education of recovery professionals. If anyone has co-workers or associates who wish to be placed on or removed from our e-mail mailing list, please provide their e-mail addresses to Rose Thomson at rthomson@mwl-law.com. We handle subrogation throughout North America. If you have a subrogation matter you would like to refer to our firm for review and possible handling, please see our website at www.mwl-law.com or contact Gary Wickert at gwickert@mwl-law.com. We appreciate your friendship and your business.

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HEALTH INSURANCE SUBROGATION

CONGRESS CONSIDERS SMART ACT

Proposed Bill Would Improve Medicare Secondary Payer Efficiency

By Gary L. Wickert



Practically everyone, including subrogation professionals, plaintiff's trial lawyers, workers' compensation carriers, liability carriers, and even responsible tortfeasors, has been inconvenienced and hamstrung by the unending delay and red tape involved when trying to settle a claim involving a Medicare beneficiary. On March 15, 2011, H.R. 1063, the Strengthening Medicare and Repaying Taxpayers Act of 2011 (SMART Act) was introduced in the 112th Congress by Congressman Tim Murphy (R-PA) and Congressman Ron Kind (D-WI). This bill is supported by the Medicare Advisory Recovery Coalition (MARC) and will significantly improve the efficiency of the current Medicare Secondary Payer (MSP) system and speed repayment of amounts owed from Medicare beneficiary claims directly to the Medicare Trust Fund.



Clients and friends of Matthiesen, Wickert & Lehrer, S.C. may recall last year's article published by Gary Wickert in *The Subrogator* entitled *Subrogation and Medicare Set-Asides*. A copy of that article can be

viewed [HERE](#). It recounts in some detail the problem created in December 2007 when Congress enacted § 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), which required any entity making a payment to a Medicare beneficiary to report that payment to the Centers for Medicare and Medicaid Services (CMS). Section 111 created a new enforcement tool for CMS to pursue MSP claims through a new reporting requirement and a shift in compliance responsibilities upon the regulated community of group health plans, workers' compensation plans and insurers, liability insurers, self-insureds, and others. We know it as a tremendous pain in the derriere, complicating claims adjusting and subrogation practices, and holding up settlements in even small claims.



As a result of the increased scrutiny given to claims involving Medicare, parties to liability and workers' compensation cases are reluctant to settle cases or transfer funds without first resolving any potential Medicare liabilities. This is hard to do without knowing the "conditional payment" amount - the amount that Medicare has previously paid in medical expenses and which is owed to the Medicare Trust Fund when there is a settlement. The problem is that accurate figures are rarely available. The unfortunate result is that many potential and otherwise simple settlements are scuttled or hopelessly delayed while Washington fumbles around trying to provide a reimbursement letter. There has even been talk from some trial lawyer circles about not taking on future cases involving Medicare beneficiaries.



The new, pending SMART Act legislation will go a long way toward solving some of the problems and delays created by the MSP Act and the new reporting requirements. In summary, this bill proposes significant amendments to the Conditional Payments § 42 U.S.C. 1395y(b)(2)(B), Mandatory Insurer Reporting § 42 U.S.C. 1395y(b)(8), and adds a new MSP Statute, § 42 U.S.C. 1395y(b)(9).

The SMART Act implements a new mechanism for CMS to calculate and provide to settling parties the MSP repayment amount before settlement so parties are aware of their MSP obligation and can quickly reimburse the Trust Fund when they settle. It allows a beneficiary to settle sooner, lets insurance and subrogation professionals resolve claims, and ensures that the Trust Fund will be reimbursed quicker. The SMART Act makes the following significant changes to the current mired procedure:

Section 1: The SMART Act Improves Efficiency By Informing Settling Parties Of Their MSP Amount Before Settlement. It allows parties to a potential settlement to quickly determine their respective obligations to reimburse the Medicare Trust Fund. Medicare has no pathway to provide the amount due the Trust Fund for "conditional payments" – those payments previously made by Medicare for the injury that will be covered by the settlement. The SMART Act will fix this problem by creating a process for Medicare to advise parties in the process of settling, before settlement, of how much is owed, so that the parties can appropriately allocate and resolve their Medicare obligations during settlement. By requiring Medicare to provide the amount due within 65 days of a request, the settling parties will know how much money has to be set aside for Medicare, and factor that amount into their final settlement. This simple change will eliminate uncertainty and help parties settle these claims much faster so that Medicare and the beneficiary can be reimbursed more quickly.

Section 2: The SMART Act Increases Medicare's Efficiency By Ensuring That The Government Does Not Spend More Money Pursuing A MSP Claim Than It Will Actually Recover From That Claim. Many claims settled with Medicare beneficiaries involve very small total payments. No matter how small the amount, the MSP system still applies, and Medicare seeks to collect the claims. There is a point, however, at which Medicare will pay more in costs than it will ever collect. For example, if it costs Medicare \$350 in contractor and staff time to collect any single claim, Medicare should exempt from the law every case likely to yield \$350 or less in MSP collections. Medicare should not waste taxpayer money pursuing MSP claims when the amount recovered will not even pay for postage required to request the repayment. The SMART Act will bring common sense to the





MSP system and introduce a threshold below which MSP will not apply. The threshold will be set (annually by the CMS Actuary) at the amount of settlement likely to yield an MSP collection at or below the government's recovery cost. This will not only save the government money, but will allow Medicare beneficiaries to settle small value cases without being subjected to extensive and costly MSP reporting requirements. Most importantly, this change will allow the MSP system to maximize its returns without wasting the resources of taxpayers, Medicare beneficiaries, or stakeholders.

Section 3: The SMART Act Will Protect Stakeholders That Make Good Faith Efforts To Comply With Medicare's Complex MSP Reporting Requirements. The current MSP system requires companies to report extensive amounts of information any time they settle a claim involving a Medicare beneficiary. The reporting process is technologically complex; because the system is still very new, CMS is still experiencing many problems and Medicare's computer systems shut down or reject claims for even minor errors. Unfortunately, the MSP Statute does not provide any leeway for companies that make good faith efforts to report but experience problems during the process, and instead poses a \$1,000 per day per claim penalty for late reporting.

The SMART Act will correct this inequity by creating enforcement discretion up to \$1,000 per day per claim in penalties, and directing the Department of Health and Human Services (HHS) to establish safe harbors that will provide companies with protection for good faith compliance efforts. With input from stakeholders, the HHS Office of Inspector General will have the ability to define situations that do not merit penalties, thereby providing companies the protection they need to work with Medicare to improve the reporting system.

Section 4: The SMART Act Protects Medicare Beneficiary's Social Security Numbers And Medicare Numbers.

In order to comply with reporting requirements, companies must obtain the Social Security Numbers (SSNs) or Health Insurance Claims Numbers (HICNs, also known as the Medicare Number) of beneficiaries with whom they settle claims. Beneficiaries are understandably very resistant to providing this sensitive personal information, and companies do not want to be forced to collect and maintain these numbers. With ever increasing concerns about identity theft and Medicare fraud, the government should not require individuals to disclose this information to everyone that they settle a claim with. This legislation will protect Medicare beneficiaries' sensitive personal information by directing Medicare to identify an alternative method of identifying individuals (such as the last four digits of an SSN) for the purpose of MSP reporting.



Section 5: The SMART Act Will Provide Medicare Beneficiaries And Stakeholders Certainty And Finality By Establishing A Statute Of Limitations For All MSP Claims.

The current language of the MSP statute provides a statute of limitations to some types of MSP claims, but not for all claims. Statutes of limitations are a core principle in the American justice system, and provide much needed certainty and finality after a reasonable amount of time has passed since a claim has been settled. Numerous court cases have addressed this question, with inconsistent answers. The legislation will clarify that the three-year MSP statute of limitations (measured from the date of reporting) covers all MSP claims.

The bipartisan SMART Act was introduced by Rep. Tim Murphy (R-PA) on March 14, 2011. It has seven co-sponsors, including Rep. Ron Kind (D-WI), Rep. Diana DeGette (D-CO), Rep. Walter Jones (R-NC), Rep. Michael Michaud (D-ME), Rep. Ron Paul (R-TX), and Rep. Dennis Ross (R-FL). On March 14, it was referred to the House Subcommittee on Health, where it is currently being debated.

Matthiesen, Wickert & Lehrer, S.C. will continue to keep you updated as developments occur. Feel free to contact Gary Wickert at gwickert@mwl-law.com if you have any questions regarding this article or subrogation in general.

DELAWARE AUTO PROPERTY SUBROGATION STATUTE THREE YEARS

Superior Court Ruling Confirms Extra Year For Property Subrogation



Delaware has been a state for 225 years. For a good portion of that time, Delaware law has provided that the statute of limitations for property damage claims, including personal property subrogation claims, is two years. A recent Superior Court ruling now confirms that the statute of limitations for auto property subrogation claims is three years rather than two. *State Farm Mutual Auto. Ins. Co. v. Bechara*, C.A. No. N10C-08-137 (Del. Super. 2011). How it happened might prove interesting for subrogation professionals, who now have an extra year to pursue auto property subrogation claims.

Delaware is not a no-fault state, it is an add-on Personal Injury Protection (PIP) state. An add-on PIP state provides for first-party PIP benefits, but does not place any limitations on the ability to sue for tort liabilities. PIP benefits are consequently an “add-on” to their automobile insurance policies, and those add-ons are either compulsory or optional depending on the state. Section 2118 provides in part for PIP as follows:



§ 2118. Requirement of insurance for all motor vehicles required to be registered in this State; penalty.

(a) No owner of a motor vehicle required to be registered in this State, other than a self-insurer pursuant to § 2904 of this title, shall operate or authorize any other person to operate such vehicle unless the owner has insurance on such motor vehicle providing the following minimum insurance coverage: (1) Indemnity from legal liability for bodily injury, death or property damage arising out of ownership, maintenance or use of the vehicle to the limit, exclusive of interest and costs, of at least the limits prescribed by the Financial Responsibility Law of this State. (2)a. Compensation to injured persons for reasonable and necessary expenses incurred within two years from the date of the accident for:

- 1. Medical, hospital, dental, surgical, medicine, x-ray, ambulance, prosthetic services, professional nursing and funeral services. Compensation for funeral services, including all customary charges and the cost of a burial plot for one person, shall not exceed the sum of \$5,000. Compensation may include expenses for any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.*
- 2. Net amount of lost earnings. Lost earnings shall include net lost earnings of a self-employed person.*
- 3. Where a qualified medical practitioner shall, within two years from the date of an accident, verify in writing that surgical or dental procedures will be necessary and are then medically ascertainable but impractical or impossible to perform during that two year period, the cost of such dental or surgical procedures, including expenses for related medical treatment, and the net amount of lost earnings lost in connection with such dental or surgical procedures shall be payable. Such lost earnings shall be limited to the period of time that is reasonably necessary to recover from such surgical or dental procedures but not to exceed 90 days. The payment of these costs shall be either at the time they are ascertained or at the time they are actually incurred, at the insurer's option.*

4. *Extra expenses for personal services which would have been performed by the injured person had they not been injured.*

5. *“Injured person” for the purposes of this section shall include the personal representative of an estate; provided, however, that if a death occurs, the “net amount of lost earnings” shall include only that sum attributable to the period prior to the death of the person so injured.* 21 Del. C. § 2118.



Section 2118 omits any reference to the phrase “Personal Injury Protection.” Instead, § 2118 simply identifies those benefits which are required in every motor vehicle policy. Arguably, property damage benefits might be considered a PIP benefit along with medical expenses, funeral expenses, lost wages, etc. The effect is seen with regard to the applicable statute of limitations such as subrogation of no-fault benefits, which some courts have considered a “statutory” cause of action rather than one based on common law negligence, requiring the

application of the three-year statute of limitations rather than the two-year statute. *Harper v. State Farm*, 703 A.2d 136 (Del. 1997); *Associated Transport v. Pusey*, 118 A.2d 362 (Del. 1955); *Bechara*, supra.

An insurer which pays for repairs to or loss of market value sustained by an automobile as a result of a negligent tortfeasor should be able to enforce its policy’s subrogation clause or equitable subrogation rights. *Tyre v. Andrews*, 104 A.2d 775, 776 (Del. Supr. 1954). However, in Delaware, because of the peculiar wording of its add-on PIP Statute, automobile property subrogation claims are considered to be statutory causes of action pursuant to § 2118. Although § 2118 is commonly regarded as a PIP Statute, § 2118, in fact, governs all motor vehicle subrogation rights, including property damage subrogation. Section 2118(g) provides a statutory basis for a subrogated insurance carriers’ rights of recovery. Subsection (g) reads:

(g) Insurers providing benefits described in paragraphs (1) through (4) of subsection (a) of this section shall be subrogated to the rights, including claims under any workers’ compensation law, of the person for whom benefits are provided, to the extent of the benefits so provided. 21 Del. C. § 2118(g).

Therefore, § 2118(g) creates a statutory right of subrogation with respect to those benefits which are described in paragraphs (1) - (4) of subsection (a) of that statute, including both property damages and medical expenses. For example, § 2118 (a)(4) describes first-party collision benefits with respect to the insured motor vehicle, including loss of use for that vehicle:



*(4) Compensation for **damage to the insured motor vehicle**, including loss of use of the motor vehicle, not to exceed the actual cash value of the vehicle at the time of the loss and \$10 per day, with a maximum payment of \$300, for loss of use of such vehicle (emphasis added).* 21 Del. C. § 2118(a)(4).

Moreover, § 2118(a)(3) describes other first-party property damages benefits in relation to a motor vehicle which do not necessarily qualify as compensation for damage to the insured motor vehicle itself or loss for that vehicle:

*(3) Compensation for **damage to property** arising as a result of an accident involving the motor vehicle, other than damage to a motor vehicle, aircraft, watercraft, self-propelled mobile equipment and any property in or upon any of the aforementioned, with the minimum limits of \$10,000 for any one accident (emphasis added).* 21 Del. C. § 2118(a)(3).

In addition to first-party benefits, § 2118(a)(1) also describes third-party liability property damage benefits:

*(1) Indemnity from legal liability for bodily injury, death or **property damage** arising out of ownership, maintenance or use of the vehicle to the limit, exclusive of interest and costs, of at*

least the limits prescribed by the Financial Responsibility Law of this State. (Emphasis added).
21 Del. C. § 2118(a)(1).

Accordingly, § 2118(a)(1-4) provides at least three separate provisions relating to motor vehicle property damage benefits. All of those property damage benefits are statutorily subrogable pursuant to § 2118 (g). *Harper, supra*; *Pusey, supra*; *Bechara, supra*.



Since property damage subrogation rights are conferred by the exact same statutory provisions which provide for the subrogation of medical expenses, the reasoning of the Supreme Court in *Harper* must be extended to those property damage benefits which are described in § 2118(a)(1-4). For this reason, any subrogation action to recover those types of property damage benefits is subject to the three-year limitations period for statutory causes of action rather than the two-year statute of limitations for common law negligence actions. *Harper, supra*; *Pusey, supra*; *Bechara, supra*.

The measure of damages recognized in Delaware is the value of the vehicle damaged immediately before the accident and its value immediately after the accident. *Alber v. Wise*, 166 A.2d 141 (Del. 1960). A jury may consider the repair costs as incidental to its determination of the diminution in value of plaintiffs' vehicle. *Id.* Subrogation recovery would seem to be allowed seeing as § 2118(a)(4) describes first-party collision benefits with respect to the insured vehicle as including loss of use for that vehicle. 21 Del. C. § 2118(a)(4).

The period for which recovery may be had for the loss of use or rental value of a motor vehicle is generally held to be that within which the vehicle could be repaired with ordinary diligence. This is particularly so in view of the rule that one suing for damages to a motor vehicle is required to minimize his loss. *Vincent Parker v. Patricia A. Stauffer*, 1991 Del. Super. LEXIS 10 (Del. Supr. 1991).

Causes of action for personal injury, damage to personal property, wrongful death, and medical malpractice must be brought within two years. 10 Del. C. § 8119; 10 Del. C. § 8107; *Id.* Two years from the date of injury unless the injury is not discoverable within two years - in which case the case must be brought within three years of the date the injury occurred and not thereafter. However, it appears that the three-year statute of limitations officially applies to motor vehicle property damage subrogation claims. 10 Del. C. § 8106; *Harper, supra*; *Pusey, supra*. The distinction here is that all subrogation claims for recovery of benefits prescribed and required by § 2118, which would include PIP benefits and property damage payments, are subject to the three-year statute of limitations set forth in § 8106. Section § 2118 of 21 Del. C. provides for subrogation of PIP benefits, but includes provisions for subrogation of the mandatory insurance automobile coverage, which includes property damage coverage. *Bechara, supra*. The court in *Harper* determined that lawsuits based on common law principles of negligence (personal injury and property damage) were and still are governed by the two-year statute of limitations, but that claims based on statutory causes of action (e.g., subrogation under § 2118) were governed by the three-year statute of limitations. *Harper, supra*. However, *Harper* didn't focus on property damage, but did conclude that subrogation actions brought pursuant to § 2118 are statutory in origin, thus, the applicable limitations period is three years, not two years.



Therefore the statute of limitations for PIP subrogation pursuant to § 2118 is also three years, and it begins to run on the date(s) of the final PIP payments (not the first PIP payments) made to or for the insured. *Nationwide General Ins. Co. v. Hertz Corp.*, 2006 WL 2673057 (Del. Super. 2006) (unpublished opinion).

If you should have any questions regarding this article or subrogation in general, please contact Gary Wickert at gwickert@mwl-law.com.

WHO LET THE DOGS OUT?

Subrogating Dog Bite Cases



One insurance company – State Farm – has referred to dog bites as a “serious public health problem.” Last year alone, this one carrier paid \$90 million in claims on roughly 3,500 dog bite incidents. According to the Insurance Information Institute, insurers paid out a total of \$412 million on dog bite-related claims in 2010. This isn’t chump change any more, and subrogation professionals need to take a serious look at pursuing subrogation in even some of the smaller dog bite cases – although most dog bite cases aren’t all that small, as it turns out.

In 2010, the average dog bite claim cost insurers \$26,166. There were 15,770 dog bite claims that year. This cost includes both healthcare and defense costs for the liability carrier. The cost of first-party claims for dog bite cases is not available, but it too is growing. In virtually every case, there is subrogation potential which needs to be looked into. The subrogation professional must be familiar with the various dog bite laws found in each state and be able to apply that law to the facts in first-party dog bite claims with potential subrogation.

Dog bite law is a unique combination of city and county ordinances, state statutory law, state case law, and common law. The law varies from state to state. Generally, if the dog owner knows that the dog has exhibited a tendency or intention to someday bite a person, liability can attach. This is known as “scienter” (knowledge or knowing) and is referred to as the “one bite rule”. Most states hold a dog owner responsible for negligence that results in any injury caused by a dog. This can take the form of general negligence or negligence per se (violation of a statute). Sometimes, the liability depends on whether the dog bite occurred on or off of the owner’s premises. Some states apply the Doctrine of Premises Liability when the victim is harmed on the dog owner’s property. Premises liability is a specific area of law that governs liability involving owners of property and landlords.

Other states base liability on statutes which create liability in the absence of scienter, negligence or intentional behavior. These are referred to as “statutory strict liability states” and vary from state to state. They sometimes automatically hold the owner liable if their dog bites somebody. In “statutory strict liability” states, the dog does not get one free bite as they do in states which adhere to the one bite rule.

Still other states complicate matters by mixing and matching their laws. Some of these complicated dog bite statutes impose strict liability under limited circumstances or for limited types of losses, while relying more heavily on the one bite rule. The states having statutes which incorporate the one-bite rule are referred to as “mixed dog bite law states” or simply “mixed states”. For example, New York imposes strict liability only for a bite victim’s medical bills. To recover other elements of damages, he has to meet one of the other burdens discussed above. States often provide certain exceptions to liability, including if the victim is a trespasser, veterinarian, was committing a felony, assumed the risk, or if the dog was provoked by physical abuse or was a police dog.



Matthiesen, Wickert & Lehrer, S.C. handles subrogation claims in all 50 states for both health insurance and workers’ compensation cases – the two most likely insurance lines for dog bite subrogation. To assist our clients in understanding the law they must subrogate under, we have compiled a chart which provides a quick overview of the dog bite laws in all 50 states. It can be viewed by clicking [HERE](#).

**MATTHIESEN, WICKERT & LEHRER, S.C.
FILES NASP AMICUS BRIEF IN TEXAS DEDUCTIBLE CASE**

By Melissa M. Stone



Last November we reported to you about the Texas Court of Appeals decision in *Reliance Ins. Co. v. Hibdon*, 2010 WL 4132198 (Tex. App. 2010), which proved to be a mixed bag with regards to subrogation. On one hand, it held that a waiver of subrogation endorsement in a workers' compensation policy wherein the carrier agreed to waive subrogation as to any "person or organization" the employer was required in writing to obtain a waiver of subrogation for, did not waive subrogation as to an individual employee of such company. This ruling creates subrogation potential in waiver cases where it previously might not have existed.



On the other hand, the decision also announced for the first time that while Texas law provides a workers' compensation carrier with a direct right of subrogation against a tortfeasor, it does not grant a similar right to a self-insured employer or an employer with a large self-insured retention or high deductible. The Texas Labor Code simply doesn't give such rights to employers - only subrogated carriers. The decision in *Hibdon* conflicts with the Texas Supreme Court decision of *Argonaut Ins. Co. v. Baker*, 87 S.W.3d 526 (Tex. 2002), in which the high court held that a workers' compensation carrier could recover the employer's portion of workers' compensation benefits paid under an optional deductible plan from the third-party recovery, protecting the right of employers to recover large deductibles. The *Baker* decision essentially circumvented the fact that employers did not have direct subrogation rights, and held that the carrier could bring the subrogation action claim on behalf of the employer. In *Hibdon*, however, the Court of Appeals determined that carriers could only recover on behalf of the employer the portion of the deductible that remains *unpaid* by the employer to the carrier. *Hibdon* is now on appeal to the Texas Supreme Court, and the high court is deciding whether to accept this appeal.

Matthiesen, Wickert & Lehrer, S.C. ("MWL"), has filed an Amicus Brief in *Hibdon* on behalf of the National Association of Subrogation Professionals ("NASP"), arguing that the Court of Appeals decision renders the *Argonaut* holding superfluous by only allowing carriers who have failed to follow through on their contractual obligation to reimburse the carrier its contractually-determined deductible amount to enjoy the right of reimbursement. Responsible carriers who timely reimburse their deductible to the carrier are barred from recovering their deductible. In essence, MWL argues that the decision provides an incentive for employers not to reimburse the carrier for their deductibles, allows for a double recovery by the employees, and negatively impacts the financial burden for the entire workers' compensation program in Texas.

MWL has been at the forefront of defending subrogation - a poorly-understood concept which is continuously under assault from both Democrats and Republicans in state legislatures and in Congress. Democrats attack it because trial lawyers tell them to; it means more money for their clients, no liens to deal with, and more fees for trial lawyers. Republicans attack it because they mistakenly feel it amounts to nothing more than frivolous lawsuits which add to the cost of doing business and the high price of insurance premiums. Crafting arguments in defense of subrogation can be difficult without substantive anecdotal and empirical evidence that subrogation prevents a double recovery and actually helps hold down the cost of insurance. However, arguing against the decision in *Hibdon* is refreshingly easy and persuasive because it is common sense. You



can't reward somebody for not following through with their obligations and punish another for complying with them.

For a full reading of the Amicus Brief filed by MWL on behalf of NASP, which includes good arguments in favor of these deductible programs, and a copy of the relevant Appendices cited in the NASP Amicus Brief, please click [HERE](#).

UPCOMING EVENTS.....

June 9, 2011 - Chris Miller will be presenting a live webinar entitled "*Landlord/Tenant Subrogation In All 50 States*" from 10:30 a.m. - 11:30 a.m. (CST). This webinar is approved for 1.0 Texas CE credits and is free to clients and friends of MWL. A registration link is on our website homepage but you can register now by clicking on the "Register Now" button to the right.



October 26-28, 2011 - MWL will be exhibiting at the Self Funding Employer Healthcare & Workers' Compensation Conference in Chicago, Illinois. Please stop by our exhibit booth if you plan on attending this conference. For information on this conference, please go to www.selffundingconference.com.

May 9-12, 2012 - MWL will be exhibiting at 7th Annual Claims Education Conference in Napa Valley, California, presented by [International Insurance Institute, Inc.](#) Please stop by our exhibit booth and introduce yourself if you plan on attending this conference. For information on this conference, please go to www.claimseducationconference.com.

RECENT EVENTS.....

April 6, 2011 - Chris Miller presented a live webinar entitled "*Investigation and Subrogation of Large Fire Losses*". The recorded version of that webinar is now available on the [Seminar/Webinar](#) page of our website at www.mwl-law.com or you can click [HERE](#) to view it. If you should have any questions regarding this topic or subrogation in general, please contact Chris Miller at cmiller@mwl-law.com.

May 10-13, 2011 - Jamie Breen, MWL's Marketing Coordinator, enjoyed meeting everyone who attended the 6th Annual Claims Education Conference, in Fort Lauderdale, Florida, presented by the [International Insurance Institute, Inc.](#) Congratulations to Melody Warrenner, with High Point Safety and Insurance Management Corporation, and Kerry Campbell, with The University of Iowa, who each won a copy of our *Workers' Compensation Subrogation In All 50 States (4th Edition)* book at the prize drawing at our exhibit booth. If you are interested in learning more about MWL's National Subrogation Recovery Program, please contact Jamie Breen at jbreen@mwl-law.com.



This electronic newsletter is intended for the clients and friends of Matthiesen, Wickert & Lehrer, S.C. It is designed to keep our clients generally informed about developments in the law relating to this firm's areas of practice and should not be construed as legal advice concerning any factual situation. Representation of insurance companies and/or individuals by Matthiesen, Wickert & Lehrer, S.C. is based only on specific facts disclosed within the attorney/client relationship. This electronic newsletter is not to be used in lieu thereof in any way.