# MATTHIESEN, WICKERT & LEHRER, S.C.

**A FULL SERVICE INSURANCE LAW FIRM**


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MONTHLY ELECTRONIC SUBROGATION NEWSLETTER NOVEMBER 2007


## 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. 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 Matthiesen, Wickert & Lehrer, S.C. 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 our e-mail mailing list, please provide their e-mail addresses to Rose Thomson at rthomson@mwl-law.com. We appreciate your friendship and your business.*

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INSURANCE SUBROGATION

## MWL TO WRITE EXAM QUESTION FOR NBTA CERTIFICATION

The National Board of Trial Advocacy ("NBTA") is the only national organization which certifies lawyers as experts in the areas of civil law, criminal law, and family law, across the nation. In order to obtain certification with the NBTA, the following standards must be met:

**Good Standing:** Applicants must be a member of the bar in good standing. All applicants submit a comprehensive history of professional conduct and disclose any disciplinary action, past or pending. Disclosures of misconduct are reviewed and ruled on by three members of the Board of Directors who serve as the Standards Committee, to determine the severity and implication thereof in granting the attorney board certification. The Standards Committee is Chaired by Judge Paul Leary of Brookline, Massachusetts.

**Concentration in the Specialty of Trial Advocacy:** A minimum of 30% concentration in the field in which the attorney seeks certification for at least the three years immediately preceding application.

**Writing Sample:** Submission of a writing sample in the form of a trial brief, prepared by the applicant, and submitted to a court of law within the three years immediately preceding application for certification.

**Continuing Legal Education:** Participation in at least 45 hours of continuing legal education in the three years immediately preceding application. The educational seminars must pertain to trial advocacy in the field in which the attorney seeks certification.

**Judicial and Attorney Peer Review:** Provision of three judges and three attorneys familiar with the applicant's courtroom abilities.

**Trials:** Lead counsel in a number of trials to verdict or judgment and a sampling of other trial and courtroom skills that are documented in checklist form.

**Lead Counsel in Contested Matters:** In addition to the trials, all applicants must document lead counsel in 40 contested matters involving the taking of evidence, such as hearings, motions or depositions.

**Examination:** Applicants must successfully pass the NBTA examination which is an all essay, trial techniques, evidence and ethics exam lasting six hours. The exam is written and graded by trial lawyers and law professors. The exam process is overseen by the NBTA Examination Committee and Board of Examiners.

Matthiesen, Wickert & Lehrer has once again been asked to draft the product liability exam question for the NBTA examination, and then will be responsible for grading the examination. The NBTA does not take nominations or applications for this exam writing privilege, but selects certain lawyers from across the country for the privilege of drafting the questions and grading the exam, based on their reputation, experience and years of practice. Gary Wickert has been Board Certified as a National Civil Trial Advocate by the NBTA for the past 15 years. This will be the second time he has been selected to write the exam questions and grade the exam taken by hopeful lawyers nationwide. It is another reason to entrust your civil subrogation and product liability matters to Matthiesen, Wickert & Lehrer, S.C.

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HEALTH SUBROGATION

## BE WARY PLAN ADMINISTRATORS - YOUR DELAY CAN COST YOU!

By Ryan L. Woody

ERISA subrogation practitioners should take notice that delay or an errant Plan document can cost you when it comes to litigation in both the state and federal court systems.

A recent decision by the Wisconsin Court of Appeals, albeit unpublished, illustrates this troubling trend. The case, *McRoberts v. Kant*, 2006 Wis. App. 1010, 293 Wis.2d 361, 715 N.W.2d 240 (Wis. App. 2006) involved the subrogation rights of the Mason Shoe Manufacturing Company Health Benefit Trust, which is self-funded and ERISA-qualified. The case was originally filed by Robert McRoberts against Toni Kant and her insurer, Pekin Insurance Company, as a result of injuries suffered by McRoberts in a 2002 automobile accident. Pursuant to Wisconsin Statute, the Mason Shoe Plan was named as a nominal defendant based on its subrogation interest. Mason Shoe did not file a responsive pleading, but did participate in the case. Early on in discovery, Mason Shoe provided McRoberts with a copy of the 1991 Plan document. However, the 1991 Plan did not disclaim the made whole doctrine, which is part of Wisconsin law. McRoberts sought to settle the case and believed that the made whole doctrine applied because the Plan did not disclaim it. At that point, Mason Shoe turned over a copy of its 1998 Plan document, which was in effect at the time of the accident. In contrast to the 1991 Plan the 1998 Plan provided for a first priority reimbursement without consideration for the made whole doctrine.

The plaintiff filed a motion to dismiss Mason Shoe's subrogation interest. The trial court agreed, finding that the parties relied on Mason Shoe's initial representations about the 1991 Plan document. The court of appeals affirmed and applied the doctrine of equitable estoppel to extinguish the Plan's rights. The court wrote:

> *"Under these circumstances, we conclude McRoberts reasonably relied on the 1991 Plan documents when he entered into the settlement with Kant and Pekin. Mason Shoe cannot now use the 1998 Plan language to support its contention that it is not subject to the made whole doctrine and instead entitled to first dollar recovery."*

Similarly, delay in producing Plan documents in discovery can be costly under the ERISA Statute, § 1024(b), which provides, in relevant part: "[t]he administrator shall, upon written request of any participant or beneficiary, furnish a copy of the latest updated Summary Plan Description, . . . or other instruments upon which the Plan is established or operated . . ." 29 U.S.C. § 1024(b)(4) (2006); accord, *e.g.*, *Anderson v. Flexel, Inc.*, 47 F.3d 243, 248 (7th Cir. 1995) (quoting 29 U.S.C. § 1024(b)(4)). A request for documents under § 1024(b)(4) necessitates a response from the Plan administrator "when it gives the administrator clear notice of what information the beneficiary desires." *Anderson*, 47 F.3d at 248 (collecting cases); see also *Id*. (explaining that the assessment of the clarity of the request is reviewed "under a clearly erroneous standard") (collecting cases).

Section 1132(c)(1) of ERISA sets a thirty-day deadline for Plan administrators to respond to requests for information submitted under, *inter alia*, § 1024(b)(4). Section 1132(c)(1) also allows courts the discretion to impose up to a $110 a day penalty on Plan administrators who fail or refuse to comply with such a request for information. See 29 U.S.C. § 1132(c)(1) (2006); 29 C.F.R. § 2575.502(c)(1). The purpose of § 1132(c)(1) of ERISA "is not so much to penalize as it is to induce Plan administrators to comply with the notice requirements" and a participant's request for information. *Leo v. Laidlaw, Inc.*, 38 F. Supp.2d 675, 679 (N.D. Ill. 1999) (citing *Winchester v. Pension Comm. of Michael Reese Health Plan, Inc.*, 942 F.2d 1190, 1193 (7th Cir. 1991)); see also *Romero v. SmithKline Beecham*, 309 F.3d 113, 119 (3rd Cir. 2002) (Alito, J.) (holding that "section 502(c)(1) requires actual receipt by the administrator"). Whether or not sanctions are ultimately awarded is a matter, as the statute says, in the trial court's discretion. See 29 U.S.C. § 1132(c)(1); see also *Harsch v. Eisenberg*, 956 F.2d 651, 662 (7th Cir. 1992) (holding that, "the fact that the district court may award statutory penalties even when there is no provable injury by no means suggests that the court may not deny penalties when there is injury") (emphases in original). When exercising its discretion, a district court may, but is not required to, consider whether the failure to provide documentation prejudiced the Plan beneficiary. Other factors that the court may consider include whether there was "bad faith or intentional conduct on the part of the administrator, the length of the delay, and the number of requests made and documents withheld . . ." *Romero*, 309 F.3d at 120; accord *Devlin v. Empire Blue Cross & Blue Shield*, 274 F.3d 76, 90 (2nd Cir. 2001).

A key toward defending these § 1132(c) claims is whether the plaintiff has sued the Plan or the Plan administrator. A suit against the Plan will always fail under this section, because the language of § 1132(c) refers only to the Plan administrator and speaks in terms of personal liability against the administrator. It does not, by contrast, suggest that any liability may lie against the ERISA Plan or Plan assets - which assets, one might reasonably infer, are thereby safeguarded by Congress for use as benefits to sick or disabled beneficiaries, as opposed to being available to pay for the oversights or misdeeds of the Plan administrator. Precedent teaches that where the language of a statute is clear as it is here in placing liability (indeed personal liability) on the Plan administrator, with no suggestion that a claim may be advanced against the assets of the ERISA Plan - courts typically should apply the statutory directive

The bottom line, however, is that Plan administrators should act quickly and accurately when responding to discovery requests for ERISA Plan documents. If an administrator or its attorney delays, courts will be quick to fashion a remedy that either extinguishes the subrogation right or penalizes the administrator for its delay. Should you have any questions about this article or any other ERISA subrogation topic, do not hesitate to contact Ryan Woody at rwoody@mwl-law.com or Gary Wickert at gwickert@mwl-law.com.

AUTO SUBROGATION

# U.S. DISTRICT COURT FOR SOUTHERN DISTRICT OF FLORIDA DECLARES AUTO IMMUNITY STATUTE UNCONSTITUTIONAL

## *Vanguard Car Rental U.S.A., Inc. v. Huchon*, 2007 WL 2875388 (S.D. Fla. 2007)

By Michael R. Sinnen

On Friday, September 14, 2007, the U.S. District Court for the Southern District of Florida declared the Graves Amendment to the Federal Highway Bill, codified at 49 U.S.C. § 30106, unconstitutional. This decision will have a significant impact on Florida rental car companies.

In February of 2006, Vanguard Car Rental U.S.A., Inc. (hereinafter "Vanguard") leased a Chevrolet Classic vehicle to Michael Jankowski. Jankowski was subsequently involved in a motor vehicle accident with Jean Francois Huchon, and Huchon suffered personal injuries in this accident. Huchon instituted a personal injury action against Vanguard, and argued that Vanguard was vicariously liable for the actions of Jankowski. Vanguard moved for declaratory judgment and contended that the Graves Amendment, which provides immunity for rental car companies, preempted any vicarious liability imposed under Florida law.

Huchon, meanwhile, cited an exception to the immunity bestowed by the Graves Amendment, which exists when a claim is made pursuant to a state's financial responsibility law. Huchon asserted that her claim was made under Florida Statute § 324.021, which imposes caps on an automobile lessor's liability. The court rejected Huchon's argument and held that this Statute's section does not create a distinct cause of action. The court also found that Huchon's claim for vicarious liability had to have been made pursuant to Florida's Dangerous Instrumentality Doctrine, which, the court stated, is not a financial responsibility law.

Huchon alternatively contended that the Graves Amendment is unconstitutional, on the basis that it exceeds Congress' authority under the Commerce Clause. Vanguard's best argument was that a substantial relation exists between the prohibition of tort claims against it and interstate commerce. While the court acknowledged that successful claims against rental companies could cause an increase in costs, it held that there "is no rational basis to support a conclusion that vicarious tort liability for rental or leasing companies substantially affects interstate commerce."

Rental car companies that litigate in federal court in the Southern District of Florida will now have to grapple with the vicarious liability imposed on them by Florida's Dangerous Instrumentality Doctrine without recourse to favorable federal law. When a lessee is involved in an accident and injures another party, the rental car company, which is construed as the owner of the vehicle, can be made liable in that federal court for bodily injury and property damages up to the monetary limits imposed by Florida Statute § 324.021. While Florida Statute § 627.7263 allows rental companies to render themselves excess carriers by utilizing certain policy language, this coverage will often be relied on by injured third parties. The implications of the *Vanguard* decision are even farther reaching because this decision occurred in Southern Florida, a hotbed for lessees of automobiles, and because many rental car companies do not have businesses in Florida, and are therefore subject to suit in federal court.

If you have questions regarding this article or subrogation involving test or rental vehicles, please e-mail Michael Sinnen at msinnen@mwl-law.com.

## . . . AND THEN THERE WERE FOUR

## WEST VIRGINIA LATEST STATE TO END MONOPOLISTIC FUND: SUBROGATION STATUTE REWRITTEN

By Gary L. Wickert

In every state, with the exception of Texas, employers must provide workers' compensation insurance to cover their employees for work-related injuries. This is accomplished by self-insuring or obtaining workers' compensation insurance from either a state insurance fund or a private insurance company. Dating back to the days when government thought it could run an insurance company better and cheaper than the private sector, there were several states which required all such insurance to be purchased through a state insurance fund. These so-called "monopolistic states" allow employers to either self-insure or obtain coverage through them. Twenty-two other states have "competitive state funds", such as the Texas Workers' Compensation Insurance Fund, which compete with private insurers and usually end up insuring less "desirable" risks in more injury-prone industries. In the vast majority of states, workers' compensation is solely provided by private insurance companies. Twelve states operate a state fund (usually insures state employees and certain segments of insurable risks), and a handful have state-owned monopolies. To keep the state funds from crowding out private insurers, they are generally required to act as assigned-risk programs or insurers of last resort, and they can only write workers' compensation policies.

Some experts and those with an affinity for big government maintain that state funds function more efficiently than private carriers. On some occasions, they are right. State funds comprise a growing segment of the market in states where they are offered, and are actually boasting a respectable combined ratio (percentage of premiums an insurer has to pay out in claims and expenses), according to a Conning Research & Consulting news release. The study, *Workers' Compensation State Funds - What You Don't Know Might Hurt You*, reports that in states that have state funds, these funds now account for nearly a third of the market. Workers' compensation is the largest line in commercial property-casualty insurance. The study analyzes how such performances have occurred over the period spanning 1997-2001. According to the report, in the 21 states with competitive state fund models, the state funds now account for more than 30% in the premiums written. Conning also found that for the first time in 2001, the state funds produced a better combined ratio than the private carriers. However, what is too easily forgotten is that when there are shortfalls, or when the private funds are mismanaged, it is the taxpayer who is left to clean up the mess. Monopolistic state funds face the same limitations many competitive state funds face in that they are not able to offer additional coverage such as the extension of coverage into other states due to jurisdictional limitations. The number of monopolistic state funds are steadily declining, and there are reasons why this is happening.

The number of monopolistic states began dwindling as employers started to complain that the government couldn't offer the same services or products as the private sector, and until recently, only Nevada, North Dakota, Ohio, Washington, West Virginia and Wyoming remained. Nevada dropped off the endangered species list in 2000 when the state switched to a private system and the State Industrial Insurance System (SIIS) changed its name to Employers Insurance Company of Nevada. Most recently, however, West Virginia embarked on a similar plan to privatize its workers' compensation system with the private system being phased in. And then there were four.

In West Virginia, a private mutual insurance company named Brickstreet Insurance, owned by 42,000 West Virginia employers, was created in June, 2005. In July, 2008, the market will be opened up to private

insurers. Before the Plan can be entirely implemented, West Virginia must have a Plan in place to pay off $3 billion in unfunded workers' compensation liabilities. Although special revenue bonds will be issued, the money to pay off the bonds will come from raising taxes on natural resource industries, raising personal income taxes, implementing surcharges on insured employers, and of course, the settlement received from Big Tobacco. Brickstreet Insurance received the ultimate challenge less than 30 hours after being formed – the Sago Mine disaster. Soon thereafter, employees and trial lawyers began to complain that Brickstreet's practices and payment rules were not as liberal as the state fund's had been, and the state is now debating whether the mutual insurer should be subject to "legislative oversight". It seems that government gives up its power very slowly and very reluctantly.

What does all of this have to do with subrogation? In 1985, West Virginia, Georgia, and Ohio were the only states that did not have statutes granting subrogation rights to workers' compensation carriers. Today, all three of these states have such statutes. See §11.36, *supra*. Prior to 1990, the Commissioner of Workers' Compensation did not have subrogation rights. In 1990, West Virginia passed their first workers' compensation subrogation statute. W. Va. Code § 23-2A-1. Therefore, workers' compensation subrogation in West Virginia is not very well-developed, and there is sparse case law to provide us with direction on many of the intricate issues which arise in workers' compensation subrogation. As part of its privatization effort, West Virginia has rewritten significant portions of its workers' compensation statute. *Id.* These changes became effective January 1, 2006. The newly rewritten statute reads as follows:

> ***§ 23-2A-1. Subrogation limitations; effective date.***
>
> *(a) Where a compensable injury or death is caused, in whole or in part, by the act or omission of a third party, the injured worker or, if he or she is deceased or physically or mentally incompetent, his or her dependents or personal representative are entitled to compensation under the provisions of this chapter and shall not by having received compensation be precluded from making claim against the third party.*
>
> *(b) Notwithstanding the provisions of subsection (a) of this section, if an injured worker, his or her dependents or his or her personal representative makes a claim against the third party and recovers any sum for the claim, the commission or a self-insured employer shall be allowed statutory subrogation with regard to medical benefits paid as of the date of the recovery. The commission or self-insured employer shall permit the deduction from the amount received reasonable attorney's fees and reasonable costs. It is the duty of the injured worker, his or her dependents, his or her personal representative, or his or her attorney to notify the commission and the employer when the claim is filed against the third party.*
>
> *(c) In the event that an injured worker, his or her dependents or personal representative makes a claim against a third party, there shall be, and there is hereby created, a statutory subrogation lien upon the moneys received which shall exist in favor of the commission or self-insured employer. Any injured worker, his or her dependents or personal representative who receives moneys in settlement in any manner of a claim against a third party remains subject to the subrogation lien until payment in full of the amount permitted to be subrogated under subsection (b) of this section is paid.*
>
> *(d) Effective the first day of January, two thousand six, the commission, any successor to the commission, any other private carrier and any self-insured employer shall be allowed statutory subrogation with regard to all medical and indemnity benefits actually paid as of the date of the recovery. The commission, successor to the commission, any other private carrier and the self-insured employer shall permit the deduction from the amount received a reasonable attorney's fees and costs and may negotiate the amount to accept as subrogation. It is the duty of the injured worker, his or her dependents, his or her personal representative or his or her attorney to give reasonable notice to the commission, successor to the commission, any other private carrier, or the self-insured employer after a claim is filed*

*against the third party and prior to the disbursement of any third party recovery. The statutory subrogation described in this section does not apply to uninsured and underinsured motorists' coverage or any other insurance coverage purchased by the injured worker or on behalf of the injured worker. If the injured worker obtains a recovery from a third party and the injured worker, personal representative or the injured worker's attorney fails to protect the statutory right of subrogation created herein, the injured worker, personal representative and the injured worker's attorney shall lose the right to retain attorney fees and costs out of the subrogation amount. In addition, such failure creates a cause of action for the private carrier or self-insured employer against the injured worker, personal representative and the injured worker's attorney for the amount of the full subrogation amount and the reasonable fees and costs associated with any such cause of action. The right of subrogation granted by the provisions of this subsection shall not attach to any claim arising from a right of action which arose or accrued, in whole or in part, prior to the effective date of the amendment and reenactment of this section during the year two thousand five.*

*(e) The right of subrogation granted the commission in subsections (a) through (c), inclusive, of this section shall be exercised by the insurance commissioner and his or her designated administrator of the old fund, as set forth in article two-c of this chapter, for any claim arising from a right of action which arose or accrued, in whole or in part, prior to the effective date of the amendment and reenactment of this section during the year two thousand five. The insurance commissioner and his or her designated administrator shall be paid a recovery fee of ten percent of the actual amount recovered through subrogation with the remainder to be deposited into the old fund.* W. Va. Code § 23-2A-1 (1990).

An injured worker is entitled to receive compensation and proceed with a third party action simultaneously. If the worker recovers anything in his third party action, the Commissioner or a self-insured employer is entitled to subrogation rights with regard to medical benefits paid as of the date of the recovery. W. Va. Code § 23-2A-1(b) (2003). Under the old law, West Virginia allowed for only two options of coverage: (1) deductible coverage, which permits employers to pay all claims up to a set "per claim" deductible amount; or (2) a self-insurance coverage, which allows for self-insurance as an option for qualified employers. However, under the 2006 amendments, a private carrier also has subrogation rights in West Virginia.

Whenever a worker files a third party action, there is an automatic statutory subrogation lien upon any monies received in favor of the Commissioner, self-insured employer, or, as of January 1, 2006, a private compensation carrier. W. Va. Code § 23-2A-1(c)(d) (2005). Under the new amendment, it appears the Commission, any successor to the Commission, and any other private carrier or self-insured employer, are not only granted subrogation rights, but will be allowed to file and pursue a third party action in the name of the injured worker. W. Va. Code § 23-2A-1(c)(d) (2005). Although the amended Act doesn't specifically grant such a right, no West Virginia cases have yet interpreted this provision, and it should be argued that a right of "subrogation", as opposed to a right of reimbursement, allows the carrier to step into the shoes of an injured worker and file suit.

The injured worker, as well as his dependents, personal representative, and attorney, all have a duty under the new statute to give reasonable notice to the workers' compensation carrier after a third party action is filed, prior to the disbursement of any third party recovery. W. Va. Code § 23-2A-1(d) (2005). If a worker recovers from a third party action and does not protect the carrier's statutory right of subrogation created therein, the worker, his representative, and the worker's attorney not only lose the right to retain any attorney's fees out of the subrogation amount, but such failure also creates in the carrier a cause of action against any or all of these persons for the full amount of the carrier's subrogation lien. *Id.* Any such cause of action will also allow the carrier to recover attorney's fees incurred in having to pursue it. *Id.*

All of the above provisions applicable to the newly amended portion of the statute will not apply to any action which arose or accrued, in whole or in part, prior to the effective date of the amendment, January 1, 2006. *Id.* Any action filed against a third party under this statute would presumably have to be filed within West

Virginia's two year statute of limitations for personal injury. W. Va. Code §§ 55-2-12 and 55-7-8(a) (2000). There are many questions unanswered by the new amendment, and these will have to be clarified by case decisions or future amendments. Subrogation professionals are reminded that in newly privatized states, the shape of future laws which will affect subrogation for generations will be influenced by aggressive and proactive subrogation practices and procedures.

Who is headed to the recycling bin next? Perhaps the country's largest monopolistic state fund - The Ohio Bureau of Workers' Compensation (BWC). Some critics of the Ohio system are now urging the state to reconsider privatization, which voters rejected in a ballot initiative in 1981. Subrogation professionals would be wise to note the states which are monopolistic, and remember that if they wind up in a third party action in those states, for a claim which was paid under the compensation laws of another state, it may be wise to review the subrogation law of the monopolistic state and see if it is more beneficial than the law of the enabling state.

When a state pulls out of the monopolistic market and opens its doors to private carriers, it's the insurance equivalent of Russia and *perestroika* - fitting a round free market peg into a square, government-run hole. There will be a long period of adjustment and development of the law with case decisions interpreting and dealing with issues they have never before dealt with. Legislators may be asked to refine their new statute to deal with situations which they will confront for the first time. The insurance industry would be well-advised to treat such new market states as a *tabula rasa* - a blank slate onto which they may have an opportunity to shape the development of future law. Such virgin territory is no place to be timid in enforcing subrogation rights or allowing trial lawyers to beat us to the courtroom or chambers of legislature. Questionable subrogation law which exists in other states due to decades of our industry's failing to stand up for its rights and lobby on behalf of subrogation does not exist in these new frontiers. We are, quite literally, starting from scratch. Being familiar with the new law, as well as areas of subrogation that may not be well-developed or defined at all, may make the difference between a complete recovery, and no recovery at all.

## FIRM NEWS . . . .

### MICHAEL R. SINNEN NOW LICENSED TO PRACTICE IN MINNESOTA

Associate Mike Sinnen is now licensed to practice in the State of Minnesota. Mike was sworn in on October 9, 2007 by the Minnesota Supreme Court in a ceremony held at the Minnesota Judicial Center in St. Paul, Minnesota. MWL continues to offer nationwide subrogation for our subrogation clients through our National Recovery Program utilizing more than 265 sets of local counsel. These law firms are contracted to help us handle matters anywhere you need us. MWL's attorneys provide the subrogation research, expertise, and experience and our local counsel serve as our eyes and ears in the locale, allowing us to subrogate effectively virtually anywhere, inexpensively, efficiently, and competently. Being licensed in multiple states gives MWL's associates an even deeper understanding of the complex subrogation and recovery legal issues which we face in a variety of states. Minnesota poses particularly complex and threatening subrogation issues regarding automobile and workers' compensation subrogation. When some of our clients expressed an interest in one or more of our lawyers being licensed in that challenging state, we agreed. Mike will continue to handle all lines of subrogation with an emphasis on auto and workers' compensation subrogation. Congratulations Mike!