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MONTHLY ELECTRONIC SUBROGATION NEWSLETTER **SEPTEMBER 2009**

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 or removed from 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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PROPERTY SUBROGATION

PENNSYLVANIA ASSAULTS SUBROGATION. . . AGAIN!

PROPOSED RULE WOULD HARM PROPERTY SUBROGATION

Subrogation is once again under attack in Pennsylvania. A troubling Superior Court decision has sent anti-subrogation shockwaves throughout the State of Pennsylvania. *State Farm Mut. Auto. Ins. Co. v. Ware's Van Storage*, 953 A.2d 568 (Pa. Super. Ct. 2008). In *Ware's Van Storage*, the judge dismissed a property damage subrogation case filed separately from the insured's bodily injury case arising out of an auto accident, specifically because it was filed separately from the insured's lawsuit in violation of Pennsylvania Rules of Civil Procedure 2227 and 1020(d), which requires compulsory joinder of parties who have a joint interest in the subject matter of the suit. On appeal, the Superior Court overturned the dismissal, concluding that Rule 1020(d) is to be used to compel joinder of causes of action brought by multiple parties in separate actions (and waiver of those not so joined) only if the interests of those parties would require compulsory joinder in a single action as plaintiffs. Compulsory joinder of parties is prescribed and governed by Rule 2227, which limits the need to join parties as plaintiffs (other than those covered by Rule 2228) to those circumstances where two or more parties have "only a joint interest in the subject matter of an action." Pa. R.C.P. 2227(a). The Court noted that Pennsylvania has defined "joint interest" in a manner that has limited application to subrogated insurance claims and is applicable "only where the substantive law provides that an interest is joint and the holder of such interest refuses to join," making involuntary joinder necessary "because without such joinder an indispensable party is missing and the action cannot proceed." *Kelly*

Pennsylvania State Capitol Building, Harrisburg, PA

v. Carborundum Co., 307 Pa. Super. 361, 453 A.2d 624, 628 (Pa. 1982). Significantly, the Court clarified that the Rule "is not predicated upon some administrative benefit to be gained by joinder but upon the unity and identity of the interests of the co-owners who are to be joined." Id.; *Polydyne, Inc. v. City of Philadelphia*, 795 A.2d 495, 496 (Pa. Cmwlth. 2002).

While the resulting appellate decision is good, the overturned judge, who sits on a Pennsylvania Rules Committee, is proposing an amendment to Rule 1020 adding a new subsection (2) which requires that when a person suffers both personal injuries and property damage from the same tortuous act that person must seek recovery for both in a single action. Supreme Court of Pennsylvania Civil Procedural Rules Committee, Proposed Recommendation No. 240 (2009). The amendment would result in the insured having to bring a property damage claim that no longer belongs to the insured or they would be waived. The problem, here, is that the right to recover property damages after payment of the property damages to the insured by the carrier belongs to the carrier. This amended rule is based on the Pennsylvania rule against splitting a cause of action set forth in Rule 1020(d), but as the court in *Ware's Van Storage* correctly pointed out, the rights that are intended to be repudiated by the application of Rule 1020(d) waiver must be the rights of a party that "inhabits the action where the asserted failure to join occurred", not the rights of another party (subrogated carrier) that does not inhabit that action. By its terms, Rule 1020 does not contemplate the application of a waiver to a non-party, even if they're a "plaintiff" in another action instituted upon the same negligence theory.

Even more troubling is the notion that a Pennsylvania appellate court - comprised of judges duly elected by the people of the Commonwealth of Pennsylvania - having decided that a separate property subrogation suit belonging to a licensed auto insurer in that state does not violate the Pennsylvania rule prohibiting splitting causes of action, can be trumped by a small committee of unelected lawyers, including the judge who was overturned in *Ware's Van Storage*. Amazingly, by proposing this rule amendment, Pennsylvania is exposing the innocent victims of auto accidents to additional legal liability for the sake of protecting the negligent tortfeasor responsible for creating the entire mess to begin with. The exposure to the innocent stems from the standard language in auto policies which prohibits insureds from doing anything after a loss to jeopardize an insurer's subrogation rights. Compelled to add an unowned property claim to their personal injury claims, the insured risks violating the policy's terms should the case be dismissed without adequate property damage compensation.

Subrogation professionals with interests in Pennsylvania are encouraged to send an e-mail to Karla Schultz, Counsel for the Pennsylvania Civil Procedural Rules Committee at civil.rules@pacourts.us, urging her to forward your e-mail to all of the members of the committee, especially its chair Stewart Kurtz, and urging the committee not to pass this troubling and illogical rule which is nothing more than a knee-jerk misidentification of a tort reform initiative which actually hurts the insurance industry, will result in higher premiums for insureds of everyday automobile policies, and result in unnecessary legal exposure and risk to innocent insureds seeking recovery for personal injuries.

WORKERS' COMPENSATION SUBROGATION

SIX YEAR OHIO WORKERS' COMPENSATION SUBROGATION STATUTE OF LIMITATIONS ANNOUNCED

Corn v. Whitmere, 2009 WL 1636601 (Ohio App. 2009)

The topsy-turvy world of workers' compensation subrogation in the on-again, off-again State of Ohio is a double-edged sword. Workers' compensation subrogation in Ohio has gone through major transformations since it was ruled unconstitutional several years ago, but subrogation is currently a statutory right of carriers and self-insured employers. On June 27, 2001, the entire Ohio workers' compensation subrogation statute

was struck down by the Ohio Supreme Court on state constitutional grounds in the case of *Holeton v. Crouse Cartage Co*., 748 N.E.2d 1111 (Ohio 2001). The moment the statute became unconstitutional, the earlier version (1993) of the statute became effective. To nobody's surprise, the earlier version was also quickly declared unconstitutional.

On April 9, 2003, a new statute was enacted by the Ohio legislature that returns the right of subrogation to Ohio workers' compensation carriers and self-insured employers. This new law addresses several of the previous criticisms leveled by the Ohio Supreme Court. However, because it was a complete rewrite of Ohio workers' compensation subrogation law, it left many questions unanswered. Answers come slowly and only with the glacial creep of appellate case law.

Ohio Judicial Building (Supreme Court) in Columbus

One very interesting and positive answer came this summer, courtesy of the Ohio Court of Appeals. On July 9, 2009, the Court of Appeals held for the first time that a workers' compensation carrier's statutory right of workers' compensation subrogation and/or reimbursement is governed by Ohio's six-year statute of limitations dealing with rights created under statute (§ 2305.07), as opposed to its normal two-year personal injury statute of limitations (§ 2305.10).

The facts in *Whitmere* are as follows. On August 24, 2004, Joseph Corn, AT&T's employee, was injured in an accident with Henry Whitmere and on August 23, 2006, Corn and his wife filed a Complaint for personal injuries against Whitmere and Erie Insurance Company, which insured the Corns' vehicle. On May 3, 2007, the trial court granted Erie Insurance Company's Motion for Summary Judgment, finding that Corn had no underinsured motorist claim. On August 8, 2007, the Corns filed an Amended Complaint, joining Corn's employer, AT&T, as a defendant. AT&T, as a self-insured employer, provided workers' compensation benefits to Corn. On September 10, 2007, AT&T filed an Answer, Counterclaim, and Cross-Claim.

In May 2008, Whitmere filed a Motion for Summary Judgment arguing that the Corns failed to obtain service on Whitmere within the one-year commencement period required by Ohio law and that AT&T never obtained service on Whitmere. It wanted the entire case dismissed because it was beyond the two-year statute of limitations for personal injury actions. Whitmere opposed AT&T's motion, but in July, the trial court dismissed the entire case because the two-year statute of limitations had expired.

The trial court determined AT&T's Cross-Claim was barred by the statute of limitations found in § 2305.10. According to the court, AT&T's Counterclaim against Corn was for statutory entitlement by right of subrogation (§ 4123.93 and § 4123.931) to recover the damages he may receive from Whitmere, to the extent of the benefits that AT&T, Corns' employer, paid to Corn or on his behalf as a self-insurer. Such benefits were paid as a result of injuries allegedly caused Corn by Whitmere's negligence. The court concluded AT&T's Counterclaim couldn't stand alone and was dismissed without prejudice.

On appeal, it was disputed whether the two-year statute of limitations for actions for bodily injury as a result of tort negligence applied to the filing of the action by AT&T, or whether a six-year statute of limitations applied. The Court of Appeals declared that a carrier's subrogation rights under the workers' compensation subrogation statute are governed by the six-year statute of limitations in § 2305.07, which applies to claims based on liability created by statute. Section 2305.07 provides as follows:

> *"Except as provided in sections 126.301 and 1302.98 of the Revised Code, an action upon a contract not in writing, express or implied, or upon a liability created by a statute other than a forfeiture or penalty, shall be brought within six years after the cause of action thereof accrued."*

The self-insured employer's Cross-Claim, seeking reimbursement from the third-party tortfeasor for workers' compensation benefits paid to, or on behalf of, its employee, was based upon liability specifically created by statute (§ 4123.931). Thus, the Cross-Claim was subject to the six-year period of limitations, rather than two-year limitations period applicable to personal injury actions.

This is a significant declaration because it departs from the usual practice of applying a state's personal injury statute of limitations to a workers' compensation carrier pursuing a third-party action directly against a tortfeasor. In addition to extending an Ohio compensation carrier's statute of limitations for filing such an action to six years, the decision has another practical and important impact on workers' compensation carriers. Loss payments for injuries sustained after the April 9, 2003 enactment of the new subrogation statute which may have been considered unrecoverable due to a two-year statute of limitations can be re-evaluated for subrogation potential based on a six-year statute of limitations. Thus, Ohio workers' compensation carriers can pursue recoveries for good cases that may have been considered "lost" due to the running of Ohio's two-year statute of limitations for bodily injury actions.

For questions regarding this article or Ohio workers' compensation statute, please contact Gary Wickert gwickert@mwl-law.com.

INSURANCE SUBROGATION

ANTI-SUBROGATION STATUTE PROPOSED IN OHIO

Ohio is once again on the subrogation warpath. The state which is in a perpetual mode of declaring its workers' compensation subrogation statute unconstitutional clearly suffers from Subrogation Derangement Syndrome (SDS) – a term our industry will have to become more familiar with in coming years.

An anti-subrogation bill is being proposed by an Ohio State Bar Association Committee in the form of adding Proposed §§ 3965.01 to 3965.03 of the Revised Code, and would become subsections of § 3965 dealing with "Health Care Contracts" which is, in turn, a subsection of Title XXXIX – Insurance. The Bar Committee is comprised of plaintiffs' attorneys and one defense attorney, the legislative equivalent of letting the fox into the hen house. The proposed legislation is as follows, although the final version will be subject to change:

New Chapter R.C. § 3965: Subrogation and Reimbursement

1. Subrogation and Reimbursement in Insurance Contracts

No insurance contract providing hospital, medical, surgical and similar or related benefits delivered or issued for delivery or providing for payment of benefits to or on behalf of persons residing in or employed in this State shall contain any provision providing for subrogation and/or reimbursement of any insured's right to recovery for personal injuries from a third person.

Alternatively,

No right or claim of subrogation or reimbursement is enforceable unless and until the insured is fully compensated for damages legally caused by the conduct of all third parties giving rise to the claim of subrogation or reimbursement.

2. Apportionment of Recovery Costs and Expenses

(A) This section applies to an insurer claiming subrogation or reimbursement rights to the proceeds of a settlement or judgment resulting from a legal claim asserted by an insured against a third party legally responsible for personal injury or other entity or person legally responsible for such personal injury.
(B) An insurer claiming subrogation and/or reimbursement rights under this section shall reduce its claim pro rata to subrogation and/or reimbursement by the costs, expenses and attorney fees incurred by the insured in asserting the personal injury claim.

(C) In the event of a recovery pursuant to subsections (A) and (B), the insurer's right of subrogation and/or reimbursement shall be reduced by the percentage of negligence attributable to the insured.
(D) An insurer claiming subrogation and/or reimbursement rights under this section shall only be entitled to recover that portion of the settlement or judgment specifically attributable to the amounts paid by said insurer.

3. Mechanism for Resolution of Subrogation and/or Reimbursement Claims

Where an insurer claiming subrogation or reimbursement rights to the proceeds of a settlement or judgment resulting from a legal claim asserted by an insured against a third party legally responsible for personal injury or other entity or person legally responsible for such personal injury, a reimbursement dispute shall be submitted to a panel appointed by the Ohio State Bar Association ("OSBA") in lieu of court proceedings if the insured and the insurer agree to submit the dispute to the OSBA panel; the process used shall be as established by the OSBA.

(B) Sections 3965.01 to 3965.03 inclusive shall not apply to the following:
(1) Medicare benefits or other benefits issued by the federal government;
(2) Medicaid benefits which are governed by R.C. 5101.58;
(3) Workers' Compensation benefits which are governed by R.C. 4123.93; and,
(4) Hospital Charity Assurance Program governed by R.C. Chapter 5112.

The proposal, while for inclusion in a subsection dealing with health insurance contracts, if passed in its current form would arguably affect subrogation not only in health insurance contracts, but also auto and homeowners policies – indeed, any policy which provides hospital, medical, and/or surgical benefits. While it's far too early to speculate what the final bill that reaches the Ohio legislature will look like, it's not too early to take aggressive and early action in notifying Ohio legislators that the bill is being proposed and/or recommended by the Ohio Bar Association, and our objections to it. If they hear loud and long from us *before* a bill is introduced, they might consider that as a sign as to how negative such a bill will be viewed once it's actually on the legislative agenda.

It should be no wonder that trial lawyers want to ban subrogation of all kinds – it would mean more money for them and their clients. Defense lawyers sometimes myopically view subrogation as an impediment to settlement, even though curtailing subrogation rights detrimentally affects their own clients and the entire insurance industry. Once again, the paucity of understanding of the societal benefits of subrogation haunts our industry. If you need ammunition in standing up for subrogation rights or explaining why it's important, please visit our website to view the article entitled, *The Societal Benefits of Subrogation*, found on our homepage, left-hand sidebar under Insurance Resources or, for your convenience, click on the below button.

The Societal Benefits of Subrogation

INSURANCE SUBROGATION

THE CHANGING FACE OF MADE WHOLE IN CALIFORNIA

21st Century Ins. Co. v. Superior Court, 2009 WL 2584765 (Cal. 2009)

On August 24, 2009, the California Supreme Court continued the slow metamorphosis of the made whole doctrine. It clarified that in California, an insured's attorney's fees are not to be deducted before determining if the insured has been made whole. The decision is a positive one for an insurance industry struggling to

hold down costs and premiums for all Americans, but it also caps a long trend of judicial decisions which have molded the equitable doctrine into what it is today. A short history lesson is in order.

The made whole doctrine has been viable in California since 1974. *Travelers Indem. Co. v. Ingebretsen,* 113 Cal. Rptr. 679 (Cal. App. 1974). In *Ingebretsen,* multiple insureds recovered insurance proceeds for damages caused to their property by the County of Los Angeles. Each policy contained a standard subrogation clause allowing the company to "require from the insured an assignment of all right of recovery against any part for loss to the extent that payment therefore is made by [the] company", as allowed by § 2071 of the California Insurance Code. Cal. Ins. Code § 2071 (2005). The insureds also executed a subrogation receipt or release, acknowledgment of satisfaction, agreement to immediate cancellation and assignment of subrogation document contemporaneously with receiving the insurance proceeds. After a dispute over third-party proceeds, the court concluded that where the subrogation provision and subrogation assignment convey "all right of recovery against any party for loss to the extent that payment therefore is made by this company," it entitles the insurer to first and total indemnification. However, the insurer's priority of right was conditioned on it having cooperated and assisted in the recovery from the third party.

The insureds in *Ingebretsen* further contended that the insurers were not entitled to recovery because it was impossible to ascertain what portion of the judgment represented damages paid for by the companies. According to the insureds, a portion of the judgment against the county was for non-insured losses, and, consequently, the insurers should be denied recovery unless they could prove what portion of the judgment was attributable to covered losses. The court, relying on the right of recovery language contained in the subrogation clause, concluded that all claims of the insureds had been transferred to the insurers. Therefore, insurers were not required to prove what portion of the judgment was attributable to covered losses.

The *Ingebretsen* rule applies narrowly to the sort of facts contained in that case. In *Sapiano v. Williamsburg Nat'l Ins. Co.*, 28 Cal. App.4th 533 (Cal. 1994), the court held that in contrast to the policy and insurer in *Ingebretsen*, the subrogation clause language in *Sapiano* contained general terms and the insurer did not cooperate or assist the insured in its efforts to recover. As a result, the insured retained priority of right and was entitled to be made whole before the insurer could assert its subrogation right. Like Alabama, California adheres to the view that the parties are free to agree that the made whole rule does not apply. However, unlike Alabama, which imposes only one condition (*i.e.*, the agreement be sufficiently specific), California imposes an additional requirement that the insurer cooperate and assist the insured in recovery. Id.

California, as does Alabama, believes in the potentially harsh and one-sided effect of expanding the conventional subrogation principle. California courts hold that, in the absence of specific language to the contrary, a general provision that an insurer is subrogated to the rights of an insured does not permit the insurer to recover from a third-party tortfeasor until the insured has been made whole. Id. The court also observed that where the insured does not assist in prosecution of the claim, the insured may not be permitted to recover until insured has been made whole.

As applied in California, the made whole doctrine generally precludes an insurer from recovering *any* funds from the tortfeasor unless and until the insured has been made whole for the loss. *Progressive West Ins. Co. v. Yolo County Superior Court*, 37 Cal.Rptr.3d 434 (Cal. App. 2005); *Barnes v. Independent Auto. Dealers of Cal.,* 64 F.3d 1389 (9th Cir. 1995). However, the doctrine applies only when there is no agreement to the contrary. *Barnes,* supra; *Samura v. Kaiser Foundation Health Plan,* 17 Cal. App.4th 1284 (Cal. App. 1993). The applicability of the doctrine generally depends on whether the insured has been completely compensated for all elements of damages, not merely those for which the insurer has indemnified the insured. *Allstate Ins. Co. v. Superior Court,* 151 Cal.App.4th 1512 (Cal. App. 2007) (writ granted by California Supreme Court on September 25, 2007). Some jurisdictions have narrowly construed the made whole exception as referring only to an insured being fully compensated for the covered losses. See, *Ludwig v. Farm Bur. Mut. Ins. Co.*, 393 N.W.2d 143 (Iowa 1986). However,

one California court recently held for the first time that the doctrine applies in a personal injury (reimbursement) context under no-fault Med-Pay insurance coverage. *Progressive West,* supra. Even more recently, California held that in the Med-Pay context, the insured's attorney's fees should not be subtracted in order to determine if he or she was made whole. *Allstate Ins. Co. v. Superior Court,* supra. Although California recognizes the made whole doctrine, it doesn't apply it as a blanket rule. *Chase v. Nat'l Indem. Co.*, 129 Cal. App.2d 853 (1950); *Sapiano*, supra; *Chong v. State Farm,* 428 F. Supp.2d 1136 (S.D. Cal. 2006). The made whole doctrine appears to be applied only in cases where the carrier elects not to participate in its insured's third-party action. Therefore, the made whole rule is inapplicable when the insurer funds or actively participates in the prosecution of the claim against the third party. *Ingebretsen,* supra; *Malibu Broadbeach, L.P. v. State Farm,* 2008 WL 588998 (Cal. App. 2008).

In *Samura*, the court responded to a concern about the one-sidedness of negotiating insurance contracts by suggesting that the doctrine of unconscionability could be used to counter this problem. *Samura,* supra. That court stated:

> *In short, the third party liability provision may sometimes operate in a harsh and one-sided manner without any justification, which raises the possible application of the doctrine of unconscionability. As embodied in Civil Code § 1670.5, subdivision (a), the concept of unconscionability has both a 'procedural' and a 'substantive' element. 'The former includes (1) 'oppression,' which refers to an inequality of bargaining power resulting in no real negotiation and the absence of meaningful choice; and (2) 'surprise,' which occurs when the supposedly agreed-upon terms of the bargain are hidden in a prolix printed form drafted by the party seeking to enforce the disputed terms .... 'Substantive' unconscionability consists of an allocation of risks or costs which is overly harsh or one-sided and is not justified by the circumstances in which the contract is made.... Presumably both procedural and substantive unconscionability must be present before a contract will be held unenforceable. However, a relatively larger degree of one will compensate for a relatively smaller degree of the other.'*

With regard to uninsured motorist subrogation, California has indicated that the subrogee insurance company has priority of rights and is entitled to subrogation even if the insured is not made whole. *Sapiano,* supra.

The made whole doctrine applies equally to both subrogation and reimbursement causes of action. *Progressive West Ins. Co. v. Yolo County Superior Court*, supra. California makes specific note of the fact that subrogees who "sit back without assisting" while the insured prosecutes the third-party action will not be able to recover unless the insured is fully made whole. *Samura*, supra. This means that, where applicable, the made whole doctrine prohibits a carrier from subrogation or reimbursement unless there is a surplus resulting from the insured's receipt of both insurance benefits and tort damages. *Hodges,* supra.

For years, the made whole doctrine meant the carrier could not recover in subrogation until the insured recouped his loss and some or all of his litigation expenses incurred in the lawsuit – including his attorney's fees. Id*; Chong v. State Farm,* 428 F. Supp.2d 1136 (S.D. Cal. 2006). However, as of 2007 the California Court of Appeals in *Allstate Ins. Co. v. Superior Court* suggested that attorney's fees and costs are not to be deducted from the insured's third-party recovery before comparing the damages sustained by the insured and amount of the third-party recovery to determine if the insured was "made whole". Id.

In 2009, the California Supreme Court agreed with the *Allstate* decision. *21st Century Ins. Co. v. Superior Court*, 2009 WL 2584765 (Cal. 2009). In *21st Century,* Silvia Quintana was injured in an automobile accident with a third party. She maintained an auto insurance policy with 21st Century that included Med Pay insurance coverage. After 21st Century paid Quintana Med Pay benefits. Quintana settled with the third party for $6,000, which sum represented her total damages. She paid $2,000 of the recovery as attorneys' fees and costs. Her policy required that she reimburse third-party monies that duplicated her recovery under her

policy. The California Supreme Court was asked to decide whether the Made Whole Doctrine includes liability for all the attorneys' fees an insured must pay in order to obtain medical payment compensation from a third-party tortfeasor. The issue focuses the intersection of two well-settled legal doctrines: (1) the Made Whole Doctrine, whereby a third-party recovery must make the insured whole before they are obligated to reimburse the insurance company, and (2) the Common Fund Doctrine, whereby a party that benefits from another person's expenditure of attorneys' fees is required to bear a proportionate share (but not all) of that expenditure. The court determined that liability for attorneys' fees is *not* included under the Made Whole Doctrine. Those fees instead are subject to a separate equitable apportionment rule (or pro rata sharing) that is performed as a function of the Common Fund Doctrine.

MATTHIESEN, WICKERT & LEHRER, S.C.
ONLINE FILE REFERRAL FORMS AVAILABLE

Referral of subrogation claims to Matthiesen, Wickert & Lehrer, S.C., where there is possible third-party subrogation potential, can be easily accomplished utilizing one of our File Referral Forms found on our website. The link to access these forms can be found on our homepage sidebar, under File Referral Forms. Simply click on the form that relates to your loss type, fill out the file referral form as completely as possible and attach it to the file you are forwarding to us. This form requests information necessary to allow us to effectively hit the ground running once we receive your subrogation file. No cover letter is necessary when using our File Referral Forms. You can send the file electronically, by fax or regular mail. As always, our review of files, large and small, for subrogation potential, is free. We promptly acknowledge all files received by us, simply to let you know we have received them, and then, in a timely manner, we thoroughly review the file and provide you with our opinion on subrogation recovery potential. If you have questions regarding these File Referral Forms and/or entrustment of subrogation matters to Matthiesen, Wickert & Lehrer, S.C., please contact Jamie Breen at jbreen@mwl-law.com or Gary Wickert at gwickert@mwl-law.com.

UPCOMING EVENTS.....

November 1-4, 2009 - Gary Wickert and Ryan Woody will be at the 2009 NASP Annual Conference being held in Colorado Springs, Colorado. On November 2, Gary Wickert will be presenting *The Complete Guide To Taking A Future Credit In All 50 States* and, on November 3, Ryan Woody will be presenting *ERISA and The Wrongful Death Lawsuit.* MWL will also be exhibiting at this conference so if you plan on attending, please stop by our booth and see Gary Wickert, Ryan Woody and Jamie Breen. For more information on this conference, please go to www.subrogation.org.

May 11-14, 2010 - MWL will be exhibiting at the 5th Annual Claims Education Conference being held in New Orleans, Louisiana. Jamie Breen will be at our exhibit booth so stop by our booth if you plan on attending this conference. For information on this conference, please go to http://www.claimseducationconference.com.

★★ ***Matthiesen, Wickert & Lehrer, S.C. will be making online subrogation education/training webinars available in the very near future. More information will be made available in the next few weeks!***