MATTHIESEN | WICKERT | LEHRER, S.C.

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MONTHLY ELECTRONIC SUBROGATION NEWSLETTER **MAY 2010**

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.

IN THIS ISSUE . . . .

NEW ADDITION TO MWL

WORKERS' COMPENSATION DEFENSE EXPERT JOINS MATTHIESEN, WICKERT & LEHRER, S.C.

Renowned workers' compensation defense attorney, Peter M. Silver, has joined the insurance litigation team at Matthiesen, Wickert & Lehrer, S.C. ("MWL"). As a result of several clients asking for handling of workers' compensation defense matters tangential to the large book of workers' compensation subrogation we handle, MWL has bolstered its workers' compensation defense team with the addition of one of Wisconsin's leading workers' compensation defense attorneys. Peter was formerly a partner with Kasdorf, Lewis & Swietlik in Milwaukee, Wisconsin and brings with him a long list of familiar names, including Cincinnati Insurance Companies, State Farm Fire and Casualty Company, Western National Insurance, United Heartland, Acuity Insurance Company, Broadspire, Gallagher Bassett Services, Inc., Speciality Risk Services, Inc., Travelers Insurance Company, Liberty Mutual Insurance Company, Accident Fund Insurance Company, and Chartis Insurance Company, most of which are current subrogation clients of MWL.

Peter was admitted to the Wisconsin Bar in 1987 and has had an AV Rating with Martindale-Hubbell since 2003. He represents the workers' compensation defense needs of self-insured employers, insurance carriers

and third-party administrators throughout Wisconsin and has successfully appeared and litigated before every Administrative Law Judge with the Wisconsin Department of Workforce Development and has handled countless appeals before the Labor and Industry Review Commission ("LIRC"), Wisconsin Circuit Courts and Wisconsin Court of Appeals. He was also in-house counsel for CNA from 1994 to 2001. Peter brings a great deal to the already-formidable insurance experience at MWL. He has been hired as an expert witness for both applicants and the defense on workers' compensation bad faith cases and is a frequent lecturer and speaker at seminars around the state, including Lorman Education Services, PESI and the Wisconsin State Bar. Peter looks forward to joining the roster of attorneys presenting insurance CE-approved webinars to thousands of clients and friends of MWL. Peter brings considerable experience to bear on a growing need in subrogation and workers' compensation defense matters - Medicare Secondary Payer liability, coordinating with the Center for Medicare & Medicaid Services (CMS), and Medicare Set-Asides.

"I am no smarter than the next lawyer," Peter humbly says. "But I do provide excellent results at a reasonable price for my clients by doing a combination of things other lawyers do not. I tap into a vast resource of medical and vocational experts that I have developed a good working relationship with in order to build honest and credible defenses to claims. I know many of these experts on both a professional and personal basis." Peter fits in well with the mind set and philosophy of insurance litigation at MWL by employing creative, "out-of-the-box" solutions and techniques in his practice. "I have a great many years of experience in crafting unique settlements favorable to the respondent, both limited compromises and full and final compromises. No two claims are alike so no two settlements should be alike," he says. Peter also utilizes annuity and structured settlements when called for, getting his clients the most leverage possible for their claim dollars.

The Perfect Fit

To make his fit even more perfect, Peter brings considerable experience in handling workers' compensation subrogation matters under Wis. Stat. § 102.29, and will be assisting in editing our best-selling book, "*Workers' Compensation Subrogation In All 50 States*." On behalf of the partners, associates, legal assistants, and support staff here at MWL, we would like to welcome Peter to our firm. We would also invite our clients and friends to introduce themselves to Peter and give him a call or e-mail if you have a particular problem or question you would like addressed. As Jeremy Bentham once said, "The power of the lawyer is the uncertainty in the law." At MWL, we strive to make sure that every uncertainty in the law is decided in favor of our clients. Peter understands that as well as anyone here at MWL. He can be reached at psilver@mwl-law.com. Give him a call or send him an e-mail with regard to handling some of your workers' compensation defense or subrogation needs in Wisconsin, and you'll see exactly what we mean.

INSURANCE SUBROGATION

CONTRIBUTION: SUBROGATION'S COUSIN
New 50 State Contribution Chart Available!

NEW!

Action for Contribution

"Contribution" is a claim brought by one tortfeasor against another tortfeasor to recover some or all of the money damages the first tortfeasor owes to an injured/damaged plaintiff, either as a result of a settlement or judgment in the plaintiff's favor. For example, if a plaintiff sues a general contractor for injuries resulting from a fall on the job site, the general contractor's insurer could pursue a claim for contribution against a subcontractor who was responsible for causing the injury. The insurer would seek reimbursement from the subcontractor based on the latter's proportionate share of responsibility, liability, or fault assigned to the subcontractor in the original lawsuit or in a separate lawsuit seeking the contribution. Generally, contribution

actions take several forms: equitable indemnification, common law contribution, statutory contribution, etc. But the concept is always the same – you paid out money and want to recover all or some of it back.

In some cases, contribution claims are brought within the original lawsuit, when a defendant files a cross-claim against a co-defendant. In other cases, a defendant brings (impleads) a new party into the lawsuit claiming that it is also responsible for causing the injury or damages. In a large number of cases – depending on state law – a liability insurance carrier might settle with the plaintiff before or during a pending lawsuit or as a result of a judgment, and then seek to make an independent claim for contribution against the third-party defendant, seeking to recover some or all of the damages it paid to the plaintiff, based on allegations that the third-party defendant bears a proportionate share of responsibility, based on its actions.

Contribution (sharing of liability) differs from indemnity in that the latter is a complete shifting of liability based on common law or statute (*e.g.,* a manufacturer must indemnify an innocent retailer for sale of a defective product) or even contract, such as a construction contract which requires a subcontractor to indemnify a general contractor for any and all damages arising out of the subcontractor's work, etc.

In the doctrine of joint and several liability among tortfeasors, when there are multiple tortfeasors, all parties are equally liable for damages caused to the injured party. This doctrine can be quite harsh. For example, if the driver of a truck hits a pedestrian at night and the jury holds that the city is 15% responsible because it did not properly maintain the lighting on that portion of the road and the truck driver, who is 85% at fault, is uninsured, the city can be made to pay 100% of the damages. Under the doctrine of contribution, the city could then recover any damages paid in excess of its 15% proportion of fault from the truck driver or his employer.

A claim for contribution is a derivative action. Consequently, a defendant cannot seek contribution from someone against whom the plaintiff has no cause of action. For example, a defendant cannot assert a claim for contribution from any of the following:

- Individuals who are immune by statute;
- Governmental entities entitled to sovereign immunity;
- Defendants or co-tortfeasors who have been freed from liability by judgment; and
- Parents who are immune from suit by their child.

Statute of Limitations

Although a state may have a special statute of limitations requiring that actions for contribution must be commenced within a specified time after the cause of action accrues to the injured person (usually the date of the accident or injury) so that the time to file a third-party complaint is governed by the time the original cause of action accrues and not from the time the right to contribution accrues, the general rule is that the statute of limitations governing claims for contribution runs from the discharge of the obligation (liability claim payment to a plaintiff by defendant seeking contribution) and not from the time when the original tort occurred. This means that in many situations, the right of contribution is still viable even though the plaintiff's time in which to pursue a defendant has lapsed. For example, Wisconsin's § 893.92 provides:

> **§ 893.92. Action for Contribution.** *An action for contribution based on tort, if the right of contribution does not arise out of a prior judgment allocating the comparative negligence*

between the parties, shall be commenced within one year after the cause of action accrues or be barred.

In jurisdictions where the practice permits a party seeking contribution to base its contribution action upon the principal obligation or a judgment as assignee or subrogee of the creditor, the ordinary rule in simple actions for contribution that the statute of limitations begins to run on payment may not apply to an action brought on this theory, and the statute of limitations may begin to run from the date the principal obligation becomes due or from the date of the judgment. While the statute of limitations differs from state to state, the majority rule is that in states which allow such contribution actions, the statute of limitations for the party seeking contribution runs from the date of its original liability claim payment to the plaintiff.

Acting On Contribution Potential

The legal concepts of contribution, indemnity, and subrogation are not always clear and simple. But one concept that is clear and simple is the fact that you will not realize contribution dollars if you do not recognize an existing right of contribution. Liability claims departments should work and coordinate closely with their subrogation departments and/or qualified subrogation counsel in order to uncover, recognize, and act on rights of contribution it may have. MWL has developed a contribution chart which clarifies the contribution rights which may exist under the laws of all 50 states. It is entitled **CONTRIBUTION ACTIONS IN ALL 50 STATES** and can be found on our website at www.mwl-law.com, or it can be viewed now by clicking **HERE**.

Contribution is subrogation's cousin. Insurance carriers differ in the way they approach the right of contribution, but like subrogation, the goal of contribution is to bring back into the insurance company's coffers, claim dollars that have been paid out. Insurance companies routinely miss opportunities to seek contribution recovery dollars because they don't recognize contribution opportunities or because they have internal procedures and protocols which inadvertently allow such contribution rights to go unrealized.

WORKERS' COMPENSATION SUBROGATION

MINNESOTA'S COLLATERAL SOURCE RULE APPLIES TO WORKERS' COMPENSATION SUBROGATION

***Graff v. Robert M. Swendra Agency, Inc.,* 2009 WL 5088773 (Minn. App. 2009)**

A Minnesota Court of Appeals case decided on December 29, 2009 reminds us all of the importance of promptly and affirmatively asserting your workers' compensation subrogation rights in the State of Minnesota. In Minnesota, there are two formulations of the Collateral Source Rule: common law and statutory. The Common Law Collateral Source Rule states that:

> *[I]f the plaintiff's special damages ... such as hospital or medical expenses or loss of wages, are paid for by some third person, either as a gift or on the basis of some contractual obligation, this circumstance does not bar the plaintiff from recovering this item from the defendant, even though it may in effect accord to the plaintiff a double benefit or a double recovery.* Smith v. Am. States Ins. Co., 586 N.W.2d 784, 786 (Minn. App. 1998) (quotation omitted), *review denied* (Minn. Feb. 18, 1999).

This acceptance of a double recovery recognizes that the injured party, not the tortfeasor, should benefit from gifts or contractual rights. This Common Law Rule applies in cases that are not covered by the current Collateral Source Statute.

The Collateral Source Rule set forth in the statute is as follows:

> *In a civil action, ... when damages include an award to compensate the plaintiff for losses available to the date of the verdict by collateral sources, a party may file a motion within ten days of the date of entry of the verdict requesting determination of collateral sources. If the motion is filed, ... the court shall determine: (1) amounts of collateral sources that have been paid for the benefit of the plaintiff or are otherwise available to the plaintiff as a result of losses except those for which a subrogation right has been asserted.* M.S.A. § 548.251(2).

This statute "prevents double recovery by requiring the deduction of certain benefits received by a civil plaintiff" and thus "abrogates the common law right to be overcompensated for injuries." *Johnson v. Farmers Union Cent. Exch., Inc.,* 414 N.W.2d 425, 432 (Minn. App. 1987), *review denied* (Minn. Nov. 24, 1987); M.S.A. § 548.251(3). The purpose of the Collateral Source Statute is to prevent windfalls by plaintiffs at the expense of defendants. *Buck v. Schneider,* 413 N.W.2d 569, 572 (Minn. App. 1987). "Collateral sources" to be deducted from jury awards are payments related to the injury and paid to or on behalf of the plaintiff up to the date of the verdict, including payments made pursuant to automobile accident insurance. M.S.A. § 548.251(2); *Imlay v. City of Lake Crystal,* 453 N.W.2d 326, 333-34 (Minn. 1990) (considering UIM insurance payments to be a "collateral source" offset against a tortfeasor's liability insurance); *Lee v. Hunt,* 642 N.W.2d 57, 60 (Minn. App. 2002) ("no-fault benefits fall within the category of automobile accident insurance, and, therefore, by definition, the Collateral Source Statute applies to the no-fault benefits."). However, this Collateral Source Statute does not allow deducting from a jury award collateral sources "for which a subrogation right has been asserted." M.S.A. § 548.251(2)(3). In order to avoid the collateral source deduction, subrogation rights must have already been asserted. *Kahnke v. Green,* 695 N.W.2d 148 (Minn. App. 2005) (holding that subrogation rights were asserted in a timely fashion when the plaintiff raised the subrogation rights at the collateral source hearing); *Buck v. Schneider,* supra) (finding that the plaintiff asserted subrogation rights "by stating, in response to the court's order requiring the parties to submit evidence of collateral sources, and in responses to discovery requests, that he had been assigned those rights").

In *Graff,* the court announced that Minnesota's Collateral Source Rule applies even with regard to workers' compensation payments for which a subrogation interest may exist, but has not been asserted. *Graff v. Robert M. Swendra Agency, Inc.*, 2009 WL 5088773 (Minn. App. 2009). The district court also issued a Collateral Source Order adjusting the damages. In *Graff*, the court subtracted $200,260.29 as a collateral source from the total damages of $753,000 that the jury awarded. These reductions were: $30,000 from the other motorist's insurer, $100,000 in underinsured motorist coverage, and $70,260.29 for two workers' compensation settlements. This last figure represented the total of two workers' compensation settlements, less attorneys' fees.

Minnesota remains a state in which engaging subrogation counsel remains an absolute necessity in order to protect your workers' compensation subrogation rights. The applicability of the Collateral Source Rule to workers' compensation only exacerbates the subrogation hazard of *Naig* settlements, which involve settlements by the employee around and without the participation of the subrogated carrier.

If you have any questions regarding Minnesota's Collateral Source Rule or Collateral Source Rules in general, please contact Gary Wickert at gwickert@mwl-law.com.

WASHINGTON MODIFIES DEDUCTIBLE REIMBURSEMENT LAW

Averill v. Farmers Ins. Co. of Washington, 2010 WL 891889 (Wash. App. 2010)

The State of Washington has joined a growing number of states tightening its deductible reimbursement laws. In *Averill v. Farmers Ins. Co. of Washington*, 2010 WL 891889 (Wash. App. 2010), Pearl Averill's daughter was in a motor vehicle accident while driving Averill's Honda Accord. Farmers Insurance Company of Washington insured the Accord under a motor vehicle liability insurance policy, which included collision coverage with a $500 deductible. State Farm Mutual Insurance Company insured the other driver. Farmers found the Accord to be a total loss, valued at $16,254. Under the policy's collision coverage, Farmers paid Averill for the loss, less her $500 deductible.

Farmers then submitted a claim against State Farm via inter-company arbitration seeking recovery of its payment and Averill's $500 deductible. The arbitrator determined that each driver was 50 percent at fault for the accident and awarded one-half of Farmers' request for itself and one-half of Averill's deductible. State Farm then paid $7,556 to Farmers and $250 to Averill. Averill took no action related to recovering either the property damage or her deductible from the other party or its insurer. Instead, she did the all-American thing – claiming the Made Whole Doctrine required her to receive 100% of her deductible and suing her insurer for Deceptive Trade Practices Act violations, bad faith, negligence, breach of contract, and unjust enrichment – all for more than $250.

Washington adopted the Made Whole Doctrine in *Thiringer v. American Motors Insurance Co.,* 588 P.2d 191 (Wash. 1978), in which it stated:

> *"The general rule is that, while an insurer is entitled to be reimbursed to the extent that its insured recovers payment for the same loss from a tortfeasor responsible for the damage, it can recover only the excess which the insured has received from the wrongdoer, remaining after the insured is fully compensated for his loss."*

Washington is one of a growing minority of states whose Office of the Insurance Commissioner (OIC) has promulgated a regulation which concerns deductible reimbursement. Section 284-30-393 of Washington's Administrative Code was amended effective August 21, 2009 and now provides as follows:

> ***Insurer must include an insured's deductible in its subrogation demands.*** *The insurer must include the insured's deductible, if any, in its subrogation demands. Subrogation recoveries must be allocated first to the insured for any deductible(s) incurred in the loss. Deductions for expenses must not be made from the deductible recovery unless an outside attorney is retained to collect the recovery. The deduction may then be made only as a pro rata share of the allocated loss adjustment expense. The insurer must keep its insured regularly informed of its efforts related to the progress of subrogation claims. "Regularly informed" means that the insurer must contact its insured within sixty days after the start of the subrogation process, and no less frequently than every one hundred eighty days until the insured's interest is resolved.*

This administrative regulation changed the terms of the previous regulation dealing with this subject, but does not apply retroactively. Therefore, the *Averill* decision did not clarify what the new regulation means, but merely stated it did not apply to accidents which happened before August 21, 2009. For accidents prior to that date, the previous regulation (284-30-3905) provided (1) at a minimum, recovery will be shared on a proportionate basis between insured and insurer, and (2) no deduction for expenses can be made from the deductible recovery unless an outside attorney is retained to collect such recovery, and then only for the pro rata share of the allocated loss adjustment expense.

The *Averill* court held that the new regulation did not apply to that case and merely articulated that the Made Whole Doctrine is precise in that it applies only to cases where the insured recovers the payment and the insurer is seeking reimbursement. The Made Whole Doctrine is merely a limitation on the recovery of the insurer when it seeks reimbursement from its insured from proceeds paid to the insured by the tortfeasor for a loss it has previously paid to the insured. It is not a magic formula which turns states without statutes dealing with deductible reimbursement into "first money" states in which the carrier cannot make a subrogation recovery until the insured has been repaid its deductible in full. The common law Made Whole Doctrine does not apply to insurers' rights of subrogation, and thus, does not require an automobile insurer to make insured whole by reimbursing her for her unrecovered portion of her deductible.

The new Washington regulation eliminates the pro-rata reimbursement of a deductible which the old regulation provided for and for the first time requires an insurance company to pursue recovery of the insured's deductible when pursuing its own subrogation interest. It provides that insureds be fully reimbursed for their deductibles from any recovery obtained by the insurance company in the course of pursuing its subrogation interest, except for a pro rata deduction for costs of collection, provided an attorney is used for subrogation. The Court also held that the insured did not have contractual right under policy to reimbursement of her unrecovered portion of her deductible.

There is a chart on our website at www.mwl-law.com entitled "50 State Deductible Reimbursement Chart" which catalogs the statutes, administrative regulations, and case decisions for every state which deal with reimbursement of deductibles.

INSURANCE SUBROGATION

SUBROGATION AND RETROSPECTIVE RATING PLANS

Benton Specialties, Inc. v. Cajun Well Service, Inc., 2010 WL 447042, 1 (La. App. 3rd Cir., 2010)

A retrospective rating plan is a method of establishing rates in which the current year's premium is calculated to reflect the actual current year's loss experience. An initial premium is charged and then adjusted at the end of the policy year to reflect the actual loss experience of the business. One factor included in the final premium calculation is claims paid by the insurer. If no claims are made, the insured's premium is less than it would have been for a standard policy. When subrogation and retrospective rating plans mingle, things can become a little unclear in terms of who is entitled to a subrogation recovery and when. A recent decision issued by the Louisiana Court of Appeals dealt with this issue as a matter of first impression. Its holdings are noteworthy for subrogation professionals everywhere.

The facts underlying the case of *Benton Specialties, Inc. v. Cajun Well Service, Inc.* are fairly straightforward. In 1995, Cajun Well Service, Inc. ("Cajun") contracted with Petrosurance Casualty Company ("Petrosurance") for workers' compensation coverage. The term of the policy issued by Petrosurance was

November 25, 1995, through November 25, 1998, with one year renewals. The policy included a retrospective premium endorsement which provided for a one year retrospective rating plan.

On January 24, 1996, Cajun's employee, Warren Malveaux, sustained a work-related injury. Malveaux filed a third-party tort action to recover damages for his injury, and Petrosurance intervened in order to recover the workers' compensation benefits it had paid with regard to Malveaux's injury. In January 2004, Malveaux and Petrosurance agreed to settle their claims against the tortfeasor and its insurer. Petrosurance had paid $118,000 in medical and indemnity benefits to Malveaux; it accepted $59,000 (the funds) in settlement of its claim. Cajun claimed it was entitled to the funds, and the tortfeasor and its insurer instituted a *Concursus* (Louisiana's version of Interpleader) Proceeding, naming Cajun and Petrosurance as defendants and depositing the funds into the registry of the court. The court concluded the subrogation provision of the workers' compensation policy entitled Petrosurance to the funds and awarded judgment in its favor. Cajun appealed.

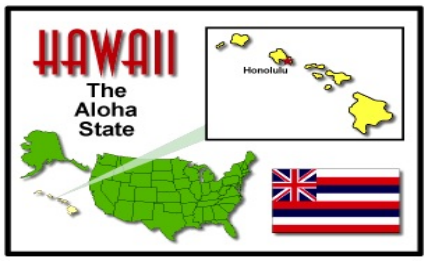
The Court of Appeals began their review with a thorough review of the workers' compensation policy, which provided:

> ***Recovery from Others.*** *We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.*

Petrosurance relies on the above subrogation provision to defend the trial court's award of the funds to it. Cajun, however, asserts that it is entitled to receive all the funds because the amounts it paid to Petrosurance were used to pay Malveaux's claims. Cajun contends that Petrosurance acted as a third-party administrator because Petrosurance used Cajun's money to pay the claims and asserts that it is subrogated to the funds. Its argument is based on *Insurance Co. of North America v. Binnings Construction Co., Inc.,* 288 So.2d 359 (La. App. 4th Cir. 1974), La. Civ. Code Art. 1826, its expert's testimony, and the $77,000 it paid to Petrosurance for the indemnity benefits and medical expenses Petrosurance paid on Malveaux's claims. Article 1826 merely restates subrogation principles which apply when a party performs the obligations of another. *Binnings* was relied on because of language contained in it which said that because in a retrospective plan the "insureds must ... pay the insurer as increased premium for [payments] the insurer has made; ... it *may be said* that, within those premium limits, the insurer [pays] claims not with its own money but with insureds' money." Petrosurance audited Cajun's payroll in January 1997 and used the audit to make a "final" premium calculation in 2000. According to the "final" premium calculation, Cajun was due a refund because the premiums it paid exceeded the "final" premium she had calculated.

After going through some of the premium calculations, the Court of Appeals ordered the $59,000 deposited in the registry of the court to be disbursed as follows: $41,429 plus interest to Cajun and $17,571 plus interest to Petrosurance. The decision was based on the proportionate share of the claim paid by each party.

Subrogation – even workers' compensation subrogation – is not always as clear cut as it should be. When subrogation professionals run across retrospective rating policies and plans, the issue of who gets the money may be one between the insured and its insurer, but the subrogation professional must address these issues early in the claim in order to prevent any ill will or misunderstanding which could affect the ultimate recovery. Retrospective rating agreements often spell out how subrogated recoveries are to be apportioned and collected. Where they don't, as in this case, the court may have to resort to common law subrogation principles and some forensic accounting to sort it all out. Knowing about these potential problems ahead of time and addressing them is indispensable to aggressively and competently handling a subrogation claim.



HAWAII STATUTE OF LIMITATIONS QUIRK

Your Subrogation Action Might Not Be Barred

An interesting and unusual statute of limitation provision in Hawaii law is worth noting for any subrogation claims you might have in Hawaii. Personal injury and wrongful death actions based on negligence, medical malpractice or product liability must be brought within two (2) years of the date the cause of action accrues. Haw. Rev. Stat. § 657-7 (2000). Actions based on contracts, including legal malpractice, must be brought within six (6) years of the breach of the contract. Haw. Rev. Stat. § 657-1 (2000). However, Hawaii has an exception to this statute of limitations when a suit arises out of a motor vehicle accident. Section 431:10C-315 provides as follows:

> *(b) No suit arising out of a motor vehicle accident shall be brought in tort more than the latter of: (1) Two years after the date of the motor vehicle accident upon which the claim is based; (2) Two years after the date of the last payment of motor vehicle insurance or optional additional benefits; or (3) Two years after the date of the last payment of workers' compensation or public assistance benefits arising from the motor vehicle accident.* Haw. Rev. Stat. § 431:10C-315 (1998).

Therefore, where an automobile accident is involved, the time period in which to file a third-party action for workers' compensation, PIP, Med Pay, or even health insurance subrogation will almost certainly be extended beyond the normal two year statute of limitations.

UPCOMING EVENTS.....

June 1, 2010 - Ryan Woody will present a live webinar entitled *"Subrogating Occupational Accident Plans"* from 10:00 - 11:15 a.m. (CST). A registration link is on our website homepage but you can register now by clicking on the "Register Now" button to the right.

November 10-11, 2011 - MWL will be exhibiting at the19th Annual National Workers' Compensation and Disability Conference Expo in Las Vegas, Nevada. Jamie Breen will be at our exhibit booth so stop by if you plan on attending this conference. For information on this conference, please go to www.wcconference.com.

PLEASE NOTE....

We are now providing webinars and, as we do so, we are putting the recorded versions of those webinars on our Seminars/Webinars page on our website at www.mwl-law.com, which at this time can be viewed at no cost. We have two new webinars that will be added in the very near future, *Understanding and Avoiding Spoliation* and *Subrogating Occupational Accident Plans*.