MATTHIESEN | WICKERT | LEHRER, S.C.

A FULL SERVICE INSURANCE LAW FIRM

1111 E. Sumner Street, P.O. Box 270670, Hartford, WI 53027-0670
(800) 637-9176 (262) 673-7850 Fax (262) 673-3766
http://www.mwl-law.com

MONTHLY ELECTRONIC SUBROGATION NEWSLETTER **NOVEMBER 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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INSURNACE SUBROGATION

ANTI-SUBROGATION BILL PASSES IN NEW YORK

We can't say we didn't warn you! Our March, 2008 newsletter contained an article entitled *"New York Anti-Subrogation Bill Would Destroy All Non-Statutory Subrogation Rights*." On November 10, 2009, our worst fears were realized when the New York State Senate and Assembly passed Senate Bill S66002, as substituted for Assembly Bill A40002. The bill, previously promoted by the infamous enemy of any corporation, former Governor Eliot Spitzer, was delivered to Governor Paterson on November 10 and, according to a conversation Gary Wickert had with Governor Paterson's office this morning, he is expected to sign it. New York law provides that the Governor has ten days (excluding Sundays) to sign or veto the bill, or it becomes law even without his signature. While originally thought to affect multiple lines of insurance, the bill arguably, though not insignificantly, appears to eliminate subrogation and reimbursement rights only for fully-insured health insurance plans.

It is vitally important for insurance companies and their management to understand the impact of any anti-subrogation legislation, in order to advise its employees and formulate legally acceptable skirmish lines behind which to gradually retreat and operate under. It is no different with this legislation. Understanding what the legislation does and does not do is a necessary step in both complying with and skirting its edges where permissible. After all, we appear to be at war.

THE NUTS AND BOLTS OF THE BILL

The actual bill is made up of six separate parts, A through F. It describes itself as follows:

> ***AN ACT*** *to amend the insurance law, in relation to municipal cooperative health benefit plans, a study of community rating and the provision of claims experience to a municipality (Part A); to amend the general municipal law and the highway law, in relation to mutual aid (Part B); to amend the public health law, in relation to the composition of county and part-county boards of health (Part C); to amend the general municipal law, in relation to purchasing requirements (Part D); to amend the public authorities law and the local finance law, in relation to authorizing certain bonds to be issued or purchased by the municipal bond bank agency (Part E);* ***and to amend the civil practice law and rules, in relation to treating public and private defendants equally when considering the impact of collateral source payments in tort claims for personal injury, property damage or wrongful death; to amend the general obligations law, in relation to protecting parties to the settlement of a tort claim from certain unwarranted lien, reimbursement and subrogation claims; and to repeal certain provisions of the civil practice law and rules relating to collateral source payments (Part F)****.*

It is Part F that will affect the prospective handling of subrogation claims in New York State. In order to fully understand what is and what is not affected by this new anti-subrogation bill, it is important to understand the nine sections comprising Part F of the bill. The new bill makes the following six fundamental changes to New York law spread over nine sections which make up Part F.

1. REPEAL OF CPLR § 4545(a)(b)

Section 1 of the bill repeals subsections (a) and (b) of § 4545. Section 4545 has for years been New York's twisted effort to abolish the collateral source rule, the evidentiary rule that bars defendants from introducing evidence to show that a plaintiff has received collateral source benefits, such as insurance payments. Section 4545 (a) and (b) allowed for collateral source payments in medical malpractice cases and suits against government entities (except for life insurance and workers' compensation) to be introduced into evidence, and the jury verdict to be reduced by that amount. These two sections are now gone.

2. AMENDMENT OF CPLR § 4545(c)

Section 2 of the bill amends subsection (c) of § 4545 and merely renumbers it as subsection (a). Section 3 of the bill reletters subsection (d) as (b). This subsection now provides that in any action for "personal injury, injury to property or wrongful death" where the plaintiff seeks to recover "medical care, dental care, custodial care, rehabilitation services, loss of earnings or other economic loss," evidence of collateral source payments (except life insurance and any payment for which there is a "statutory right of reimbursement"), will be admissible and reduce the jury verdict. This collateral source reduction will take place after the jury verdict is rendered. It should be noted that, despite the reference to "injury to property" in the new subsection (a), previous case law interpreting former subsection (c) has held that it does not apply to, nor does it prohibit, property subrogation suits brought by insurance carriers. In *Kelly v. Seager*, 558 N.Y.S.2d 403, 403 (N.Y.A.D. 4 Dept., 1990), the court construed § 4545(c) and stated:

> *"The collateral source rule set forth in CPLR 4545l does not apply to subrogation actions seeking to recover monies paid by an insurer on a fire loss. The purpose of the statutory collateral source rule is to prevent multiple recoveries for the same loss by an injured party (see*

generally, 5 Weinstein-Korn-Miller, N.Y. Civ. Prac., § 4545.01). That purpose would not be served by its application to subrogation claims. Subrogation itself 'exists to prevent double recovery by the insured and to force the wrongdoer to bear the ultimate costs' (Scinta v. Kazmierczak, 59 A.D.2d 313, 316, 399 N.Y.S.2d 545). Where, as here, the insurer has indemnified its insureds for their fire loss, the insurer is the real party in interest on the subrogation action (see, Siegel, N.Y. Prac., § 137), and the pertinent issue, for purposes of CPLR 4545l, is whether the insurer stands to obtain a multiple recovery."

I can see no reason why this holding would not apply to the new subsection (a), which is essentially the same as the old subsection (c). Furthermore, the legislative memo prepared by counsel for the sponsoring committee, as well as a similar memo prepared by a judicial administrative agency involved in the bill, both echo the ruling in *Kelly v. Seager*, that the bill does not apply to property damage subrogation claims.

3. REPEALS CPLR RULE 4111(e) AND AMENDS RULE 4111(f)

Sections 4 and 5 of the bill affect CPLR Rule 4111, which governs New York jury verdicts and works hand-in-hand with § 4545 to implement the partial abolition of the collateral source rule. Rule 4111(f) now becomes subsection (e) and provides as follows:

> ***(e) Itemized verdict in certain actions.*** *In an action brought to recover damages for personal injury, injury to property or wrongful death, which is not subject to subdivision (d) of this rule the court shall instruct the jury that if the jury finds a verdict awarding damages, it shall in its verdict specify the applicable elements of special and general damages upon which the award is based and the amount assigned to each element including, but not limited to, medical expenses, dental expenses, loss of earnings, impairment of earning ability, and pain and suffering. Each element shall be further itemized into amounts intended to compensate for damages that have been incurred prior to the verdict and amounts intended to compensate for damages to be incurred in the future. In itemizing amounts intended to compensate for future damages, the jury shall set forth the period of years over which such amounts are intended to provide compensation. In actions in which article fifty-A or fifty-B of this chapter applies, in computing said damages, the jury shall be instructed to award the full amount of future damages, as calculated, without reduction to present value.*

Subdivision (d) applies to all actions seeking damages for medical, dental, or podiatric malpractice, or damages for wrongful death as a result of medical, dental, or podiatric malpractice, and requires the court to instruct the jury to specify in its verdict the applicable elements of special and general damages upon which the award is based.

4. AMENDMENT OF CPLR § 4213(b)

Section 6 of the bill amends subsection (b) of § 4213, which governs trials to the court (judge) as opposed to a jury. This section now provides:

> ***(b) Form of decision.*** *The decision of the court may be oral or in writing and shall state the facts it deems essential. In any action brought to recover damages for personal injury, injury to property, or wrongful death, a decision awarding damages shall specify the applicable elements of special and general damages upon which the award is based and the amount assigned to each element, including but not limited to medical expenses, dental expenses, podiatric expenses, loss of earnings, impairment of earning ability, and pain and suffering. In a medical, dental or podiatric malpractice action, commenced on or after July 26, 2003, the court's decision as to future damages shall be itemized in accordance with subdivision (d) of Rule 4111 of this Chapter. In any action brought to recover damages for personal injury, injury to property, or wrongful death, other than a medical, dental or podiatric malpractice action*

commenced after July 26, 2003, the court's decision as to future damages shall be itemized in accordance with subdivision (e) of Rule 4111 of this Chapter.

This section simply instructs judges to itemize damages, both past and future.

5. ADDS NEW SECTION § 5-335

Section 7 of the bill adds a definition to § 5-101. It defines "Benefit Provider", for purposes of § 5-335 of the bill as "Any insurer, health maintenance organization, health benefit plan, preferred provider organization, employee benefit plan or other entity which provides for payment or reimbursement of health care expenses, health care services, disability payments, lost wage payments or any other benefits under a policy of insurance or contract with an individual or group."

Section 8 of the bill adds a new § 5-335 to New York's general obligation laws. It reads as follows:

> ***§ 5-335. Limitation of non-statutory reimbursement and subrogation claims in personal injury and wrongful death actions.*** *A. When a plaintiff settles with one or more defendants in an action for personal injuries, medical, dental, or podiatric malpractice, or wrongful death, it shall be conclusively presumed that the settlement does not include compensation for the cost of health care services, loss of earnings or other economic loss to the extent those losses or expenses have been or are obligated to be paid or reimbursed by a benefit provider, except for those payments as to which there is a statutory right of reimbursement. By entering into any such settlement, a plaintiff shall not be deemed to have taken an action in derogation of any nonstatutory right of any benefit provider that paid or is obligated to pay those losses or expenses; nor shall a plaintiff's entry into such settlement constitute a violation of any contract between the plaintiff and such benefit provider. Except where there is a statutory right of reimbursement, no party entering into such a settlement shall be subject to a subrogation claim or claim for reimbursement by a benefit provider and a benefit provider shall have no lien or right of subrogation or reimbursement against any such settling party, with respect to those losses or expenses that have been or are obligated to be paid or reimbursed by said benefit provider.*
>
> *B. This section shall not apply to a subrogation claim for recovery of additional first-party benefits provided pursuant to Article 51 of the insurance law. The term "additional first-party benefits", as used in this subdivision, shall have the same meaning given it in Section 65-1.3 of Title 11 of the codes, Rules and Regulations of the State of New York as of the effective date of this statute.*

It should be noted that this new § 5-335 specifically exempts (*i.e.*, still allows) subrogation claims for recovery of "additional first-party benefits" as allowed by Article 51 of New York's automobile insurance laws and defined by the prescribed APIP Endorsement found at 11 NYCRR § 650-1.3. That endorsement prescribes a subrogation clause which reads:

> *In the event of any payment for extended economic loss, the Company is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.*

Thus, some limited PIP subrogation is still allowed under New York's crazy and confusing no-fault insurance laws, even after passage of this anti-subrogation bill.

6. EFFECTIVE DATES

Section 9 of the bill sets forth the effective dates of the various sections of this anti-subrogation bill. Sections 1, 2 and 3 of Part F of this Act (the changes to CPLR § 4545) will take effect "immediately" upon the Governor's signature of this bill and will apply to all actions commenced on and after that date.

Sections 4, 5 (changes to CPLR Rule 4111), 6 (changes to CPLR § 4213), 7 (addition of General Obligations Law § 5-101[4]), and 8 (addition of General Obligations Law § 5-335) will also apply to any applicable action or proceeding that was commenced prior to the effective date (Governor's signing date) if as of such date either the trial had not yet commenced or the parties had not "entered into" (settlement memorialized in writing or one "spread on the record") a stipulation of settlement.

For medical, dental, or podiatric malpractice actions commenced on and after July 26, 2003, the court's decision on future damages must be itemized in accordance with CPLR Rule 4111(d).

For actions brought to recover damages for personal injury, injury to property or wrongful death commenced on and after July 26, 2003, that are not medical, dental or podiatric malpractice actions, the court's decision on future damages must be itemized in accordance with the relettered CPLR Rule 4111(e).

THE PRACTICAL EFFECTS OF THE BILL

Quite often, the actual ramifications of new legislation are not known until it has been trial-tested and appellate courts have had a chance to interpret the new law and its practical implications. Senate Bill S66002 is no different.

Health Insurance Subrogation

From a review of the new bill and the previous interpretations of sections of New York law left intact, it arguably appears that the only area of subrogation that will be drastically affected will be health insurance subrogation involving plans which are not self-funded ERISA plans. In fact, when predecessor Senate Bill S6068 was passed by just the Senate back in July, the New York State Trial Lawyers Association ("NYSTLA") website pronounced it a legislative victory. Sadly, it stated:

> *"NYSTLA is proud to announce that the New York State Senate voted to pass a mandate relief bill, S.6068 (Sampson), on July 17th, 2009, which includes an anti-subrogation provision. This is a major victory for the civil justice system and injured New Yorkers. The anti-subrogation provision amends the general obligations law to protect all settling plaintiffs and defendants in a personal injury action from certain unwarranted reimbursement and subrogation claims.*
>
> *This bill will remedy recent, ill-advised Court of Appeals decisions such as Teichman v. Community Hosp. of Western Suffolk, 87 N.Y.2d 514 (1996), and Fasso v. Doerr, 12 N.Y.3d 80 (Feb. 24, 2009). These decisions incorrectly opened the door to benefits providers, such as health insurers, "double-dipping" by seeking reimbursement from settling defendants who have caused personal injuries to a plaintiff who has health insurance."*

Statutory Subrogation Rights Still Intact

None of the bill's harsh anti-subrogation provisions seemingly apply to cases where there is a "statutory right of subrogation." Therefore, workers' compensation, Medicare and Medicaid, longshore and harbor workers' compensation, and other such areas of statutory subrogation appear to have survived unscathed. Perhaps this is by design, as the bill seemingly attacked the "double-dipping" of health insurance reimbursement,

perhaps in the wake of negative publicity such as the Deborah Shank/Wal-Mart subrogation fiasco made visible in the Wall Street Journal almost two years ago. It appears that ERISA-covered self-funded health plans should still be able to avoid the harsh effects of this new bill thanks to ERISA's preemption provisions, which themselves have become the target of anti-subrogation efforts. However, future appellate decisions may provide differently. The negative anti-subrogation effects of the bill should also only affect insurers or entities meeting the definition of a "benefit provider" under § 5-101(4). This new law defines a "benefit provider" as "any insurer, Health Maintenance Organization, health benefit plan, Preferred Provider Organization, employee benefit plan or other entity which provides for payment or reimbursement of health care expenses, health care services, disability payments, lost wage payments or any other benefits under a policy of insurance or contract with an individual or group." If that's not you, you should still be able to subrogate or seek reimbursement, provided you have the right plan language.

PIP Subrogation

The new § 5-335 specifically exempts subrogation claims for recovery of "additional first-party benefits" under New York's automobile no-fault insurance laws as provided for in Insurance Law Article 51 and defined by the prescribed APIP Endorsement found at 11 N.Y.C.R.R. § 65-1.3. So it too appears to have survived.

Property Subrogation

The future of property subrogation may survive intact, although only time will tell. While the language of the various statutory sections amended or enacted specifically refer to cases involving "injury to property" as being included under the vice-grip of its anti-subrogation effects, previous case law casts some doubt as to whether and when property subrogation claims are affected. Despite the reference to "injury to property" in the new subsection (a) of § 4545, previous case law interpreting former subsection (c) has held that it does not apply to, nor does it prohibit, property subrogation suits brought by insurance carriers. In *Kelly v. Seager*, 558 N.Y.S.2d 403, 403 (N.Y.A.D. 4 Dept., 1990), the court seemed to indicate that while the anti-subrogation provisions might apply to a subrogated property carrier intervening into a suit filed by the insured seeking property damage, it should not apply to a subrogation suit brought directly by the subrogated carrier. But this is New York, after all, so how future courts will interpret the new subsection (a) which is almost identical to the subsection (c) they analyzed in *Kelly v. Seager*, is anybody's guess.

New York's Common Law Anti-Subrogation Rule

The new bill should not affect what has come to be known as New York's common law "anti-subrogation rule." This common law rule operates as a party's liability defense based on coverage principles, not a recovery right of subrogation. It basically says that an insurer cannot subrogate against its own insured.

LESSONS LEARNED

Once again we see a stark example of a clarion warning sounded throughout our industry and little or no preventative action, lobbying, or grass roots organizing rising to the call. Perhaps our industry is "okay" with the gradual creep of anti-subrogation legislation such as we have now witnessed in New York, perhaps it isn't. But if we are to judge solely by the amount of time, energy, and resources it has committed to battling the anti-subrogation malignancy spreading throughout the country, one would be safe to assume there isn't a lot of industry sleep being lost over it.

WORKERS' COMPENSATION SUBROGATION AND THE SHACKLES OF HIPAA

As if we needed yet another obstacle in the path of subrogation, many subrogation practitioners are seeing more and more resistance to the providing and/or transfer of medical records and reports premised on the assumption that such records can only be provided when requests are accompanied by HIPAA-compliant releases and authorizations, signed by the injured worker. Clearly, such requirements, if well-founded, would have dire consequences for many workers' compensation subrogation professionals, seeing as claimants often don't pursue third-party tortfeasors and certainly are loathe cooperating with workers' compensation carriers even when they do. These are yet more of the unintended consequences of federal privacy legislation aimed at protecting the privacy of patients but which do little more than add to the growing cost of health care in America. A clear understanding to the relationship between workers' compensation subrogation and the nightmare we know as the Health Insurance Portability and Accountability Act ("HIPAA") has become a necessity for modern subrogation practitioners.

Understandably, providers are reluctant to release records where sanctions or litigation could result. Relief from such concerns emanates from 45 CFR § 164.512(l). It provides:

> ***(l) Standard: Disclosures for workers' compensation.*** *A covered entity may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.*

According to the Health and Human Services Department website, the HIPAA Privacy Rule does not apply to entities that are workers' compensation insurers, workers' compensation administrative agencies, or employers, except to the extent they may otherwise be covered entities. *See* http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/workerscomp.html. The premise is that workers' compensation practitioners need access to the health information of individuals who are injured on the job or who have a work-related illness to process or adjudicate claims or to coordinate care under workers' compensation systems. Generally, this health information is obtained from health care providers who treat these individuals and who may be covered by the Privacy Rule. The Privacy Rule recognizes the legitimate need of insurers and other entities involved in the workers' compensation systems to have access to individuals' health information as authorized by State or other law. Due to the significant variability among such laws, the Privacy Rule permits disclosures of health information for workers' compensation purposes in a number of different ways.

THE HIPAA PRIVACY RULE

The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. The Privacy Rule is located at 45 CFR Part 160 and Subparts A and E of Part 164.

How the Rule Works

Disclosures Without Individual Authorization. The Privacy Rule permits covered entities to disclose protected health information to workers' compensation insurers, state administrators, employers, and other persons or entities involved in workers' compensation systems, without the individual's authorization:

- As authorized by and to the extent necessary to comply with laws relating to workers' compensation or similar programs established by law that provide benefits for work-related injuries or illness without regard to fault. This includes programs established by the Black Lung Benefits Act, the Federal Employees' Compensation Act, the Longshore and Harbor Workers' Compensation Act, and the Energy Employees' Occupational Illness Compensation Program Act. *See* 45 CFR § 164.512(l).
- To the extent the disclosure is required by state or other law. The disclosure must comply with and be limited to what the law requires. *See* 45 CFR § 164.512(a).
- For purposes of obtaining payment for any health care provided to the injured or ill worker. *See* 45 CFR § 164.502(a)(1)(ii) and the definition of "payment" at 45 CFR § 164.501.

Disclosures With Individual Authorization. In addition, covered entities may disclose Protected Health Information (PHI) to workers' compensation insurers and others involved in workers' compensation systems where the individual has provided their authorization for the release of the information to the entity. The authorization must contain the elements and otherwise meet the requirements specified at 45 CFR § 164.508.

The HIPAA privacy rule requires covered entities (health plans, health care providers and health care clearinghouses) and their business associates to protect each patient's PHI. Only two circumstances allow for the use and disclosure of PHI relating to an individual's past, present or future physical or mental health or condition:

(1) When the individual who is the subject of the information authorizes the use or disclosure, or
(2) When HIPAA regulations explicitly require or permit the use or disclosure.

Obviously, we are interested in the latter. During the drafting of the privacy rule, workers' compensation carriers expressed concern that medical providers and health plans would interpret the rule narrowly and decline to provide necessary information to allow for the proper handling of workers' compensation claims. They addressed this concern by noting that the rule was not intended to impede the operation of workers' compensation systems. In addition, the Department of Health and Human Services has indicated its intent to actively monitor the privacy rule's effect on these systems.

In addition to the language covering disclosure of PHI for workers' compensation purposes found at 45 CFR § 164.512(l), the regulations found at 45 CFR § 164.514(d)(3)(iii)(A) says that covered entities are permitted reasonably to rely on a state workers' compensation or other public official's representations that the information requested is the minimum necessary for the intended purpose. Case law governing the release of medical records to subrogation professionals handling workers' compensation claims is sparse, but there is some guidance out there.

In *Herman v. Kratche*, 2006 WL 32406805 (Ohio App. 2006), the court announced that HIPAA permits a covered entity to disclose an individual's personal health information to an employer for workers' compensation purposes without consent. 45 C.F.R. § 164.512(l). They relied on *Rigaud v. Garofalo*, 2005 U.S. Dist. LEXIS 8735, (E.D. Pa. 2005). However, when a covered entity makes a disclosure, it must be for

a purpose stated under HIPAA and its regulations. *See* 45 C.F.R. § 164.502; *see*, *also*, 45 C.F.R. § 164.506. Inadvertent releases are not forgiven simply because they are made in error.

The portion of the Health Insurance Portability and Accountability Act ("HIPAA") dealing with privacy regulation does not convey a remedy upon private parties, but rather, violations are resolved by the Secretary of Health and Human Services. *See* 45 CFR §§ 160.306, 160.312 (2008) and *Overstreet v. TRW Commercial Steering Div.*, 256 S.W.3d 626, 635 (Tenn. 2008). A violation of HIPAA results in a civil fine. 45 CFR § 160.402. Nothing in HIPAA suggests there's a federal "fiduciary duty of non-disclosure" or federal "privilege against non-disclosure." *See* Barry R. Furrow, et al., *Health Law: Cases, Materials and Problems,* 349 (5th ed. 2004) ("The HIPAA Privacy Regulation doesn't give people the right to sue. A person must file a written complaint with the Secretary of Health and Human Services via the Office for Civil Rights. It is then within the Secretary's discretion to investigate the complaint.")

There is no guarantee that health care providers will not balk at providing PHI from time to time, whether out of ignorance, fear, or both. But subrogation professionals should be ready to insist on compliance with their requests, citing both federal and state law to the effect that workers' compensation claims are exempt from such PHI requests and the Privacy Rules under HIPAA which might otherwise prevent their free disclosure. Laws will vary from state to state and subrogation professionals are urged to refer to their individual states' regulations and workers' compensation rules which may provide further support for the release of medical records necessary to successfully subrogate workers' compensation claims.

**** Information and text taken from the U.S. Department of Health and Human Services website can be found at http://www.hhs.gov.*

UPCOMING EVENTS.....

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 if you plan on attending this conference. For information on this conference, please go to http://www.claimseducationconference.com.

★★★ **It was great to see everyone at the NASP Conference in Colorado Springs. The Broadmoor was a very nice hotel in a beautiful location. Gary Wickert and Ryan Woody were both speakers at the conference and we have had great feedback on their presentations. We enjoyed meeting all the attendees and the exhibitors. Congratulations to Helen Mance, with Xchanging, and Joan Gray, with Shelter Insurance Companies, who each won a copy of our newest edition of our book, *Workers' Compensation Subrogation In All 50 States*.**

★★★ ***Matthiesen, Wickert & Lehrer, S.C. will be making online subrogation education/training webinars available in the very near future. Our December Newsletter will provide more information regarding these webinars.***