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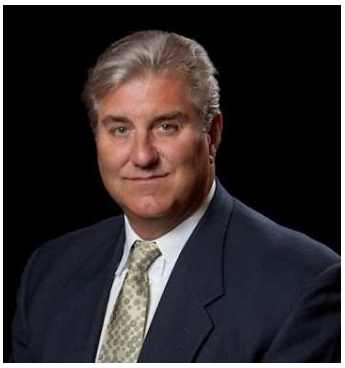
ATTORNEYS AT LAW

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 Jamie Breen at jbreen@mwl-law.com. We appreciate your friendship and your business.*

In This Issue:

WORKERS' COMPENSATION SUBROGATION



COMP CARRIER'S RIGHT TO FILE SUBROGATION SUIT IN CONNECTICUT STILL IN QUESTION

Chubb & Sons, Inc. v. Sodexo, Inc., 2012 WL 3853325 (Conn. Super. 2012)

By Gary L. Wickert

It has been 33 years since man walked on the moon, 14 years since MP3 technology revolutionized music, and over 5.6 billion people carry phones in their pockets with more memory and computing power than the largest computers of only a decade ago. Yet, we are still bickering and confused over whether a workers' compensation carrier in Connecticut has the authority under Connecticut law to file its own third-party subrogation suit. A Connecticut Superior Court – that state's trial court of general jurisdiction – has just answered that question, finally. Their answer? "Yes", "No", and "I don't know." Close enough for government work, I guess.

On August 2, 2012, the Superior Court of Connecticut for the Judicial District of Stamford-Norwalk issued an unpublished opinion which attempted to put to rest once and for all the controversy over whether a subrogated workers' compensation carrier which has paid benefits has a right to file its own third-party

subrogation suit against the responsible tortfeasor under that state's workers' compensation subrogation statute. Trial lawyers obviously argue that it does not. They are partly right – and partly wrong.

Workers' compensation subrogation in Connecticut is governed by § 31-293 of the Connecticut Statutes. C.G.S.A. § 31-293 (1996). This section provides that when an injury is created *"under circumstances creating in a person other than an employer a legal liability to pay damages,*" the injured worker may make a claim for compensation and pursue a third-party action simultaneously. C.G.S.A. § 31-293(a). At the same time, § 31-293 gives the employer (the statute does not mention the workers' compensation carrier) the right to bring an action against the third party to recover any workers' compensation benefits paid to the worker in the past or to be paid in the future. *Id*.; *Doucette v. Pomes*, 724 A.2d 481 (Conn. 1999).

Section 31-293(a) provides in part as follows:

> *…any employer … having paid, or having become obligated to pay, compensation under the provisions of this chapter may bring an action against such person to recover any amount that he has paid or has become obligated to pay as compensation to the injured employee…* C.G.S.A. § 31-293.

Therefore, the above statute provides the employer and its workers' compensation carrier with various and different procedures by which they may seek reimbursement of the benefits it has paid:

1. Filing a statutory lien (carrier or employer);
2. Intervening into an existing third-party action (carrier or employer); or
3. Bringing an action directly against the tortfeasor (some argue employer only). *Pacific Ins. Co., Ltd. v. Smith*, 2011 WL 5458314 (Conn. Super. 2011); *Chubb & Sons, Inc. v. Sodexo*, *Inc*., 2012 WL 3853325 (Conn. Super. 2012).

A carrier or employer who has perfected its lien under the first option is statutorily entitled to any settlement received by the employee from the tortfeasor. *Id*. The lien can be perfected by providing notice to the plaintiff and defendant that the carrier is insisting on its statutory right of reimbursement. However, subrogating carriers should consider the fact that there are several drawbacks to simply providing notice as opposed to intervening into a third-party action, including the possibility of gerrymandering, an inability to have a say in the settlement amount and terms, and the fact that they will not have access to the court to help enforce the subrogation recovery short of filing a separate lawsuit against the settling employee. Such a suit against the employee for failing to repay a lien is now authorized by § 31-293, but that won't do a carrier much good if the employee has spent the settlement. Unless the lien is very small, it is often more prudent for the employer or carrier to assert an intervention under the second option, making them a party to the suit and preventing any settlement without the court ordering an immediate apportionment of the settlement funds.

However, with regard to the third option, there has been long-standing disagreement and confusion as to whether or not a workers' compensation carrier has the right to bring a cause of action (*i.e.,* file a third-party action on its own) against the tortfeasor under § 31-293. On August 2, 2012, in *Chubb & Sons, Inc. v. Sodexo, Inc*., a Connecticut Superior Court shed a little light on the subject.

In *Sodexo*, James Sprouse, an employee of Priceline, Inc., slipped and fell on the property of Sodexo, Inc. Sprouse did not file suit, but Chubb and Sons, Inc., the workers' compensation carrier for River Park, did file against the defendant, Sodexo, and River Park Property Ownership, LLP. Suit was brought in the name of Chubb as subrogee of Priceline. The defendants filed a Motion to Dismiss, attacking the jurisdiction of the trial court and arguing that the carrier did not have legal standing to file a subrogation third-party action as a matter of law – a motion which essentially challenged the jurisdiction of the court to hear the matter. The defendants argued that the right to file a third-party action under § 31-293(a) is exclusively given to employers, not their workers' compensation carrier. Chubb argued that even the statute does not specifically give the carrier the right to file and that it still has standing to file the subrogation suit via

equitable, common-law subrogation, as well as contractual subrogation pursuant to the subrogation language in its workers' compensation policy. Chubb pointed out that it filed suit "as subrogee of" the employer – asserting the employer's rights of subrogation under the statute.

The Superior Court clarified that an employer does *not* have the right to file and pursue its own subrogation lawsuit under § 31-293(a). Simply put, the comp carrier is not the employer. While it was probably just an oversight on the part of the legislature, the statute does not grant this right to the carrier – even if it files as subrogee of the employer. While the Court mysteriously did not justify or explain why Chubb could not be subrogated to the statutory rights of the employer, Chubb was precluded from bringing the subrogation suit under § 31-293(a).

The Court did note, however, that Chubb could still bring a common law subrogation suit (equitable subrogation). Upon payment of a loss, an insurer is subrogated to any right of action that the insured may have against a third person (except the statutory right, apparently). However, because the Court's jurisdiction was challenged in the Motion to Dismiss, the Court specifically said that it could not resolve the issue of whether Chubb could assert an equitable subrogation cause of action, because Chubb lacked standing to bring the case under the statute.

Sadly, the *Sodexo* Court specifically did not rule on the issue of whether Chubb could bring (1) an equitable subrogation claim, (2) a contractual subrogation claim, or (3) a subrogation claim under § 31-293(a) as "subrogee" of the employee. It failed to so rule for procedural reasons – *viz.*, the defendant filed a Motion to Dismiss rather than a motion to strike. The Court denied the defendant's motion to dismiss, but hinted that they should refile it as a motion to strike.

In the meantime, while the Court did discuss the fact that the workers' compensation carrier did plead "as subrogee of" the employer, it didn't give us any indication as to whether that would be sufficient to bootstrap the carrier into the shoes of the employer such as to be able to file suit under § 31-293. One can only hope that the defendants take the Court's hint and refile the motion as a motion to strike, and that the Court then finishes the job it is paid to do and gives us a clear answer.

Seeing as we're talking about confusion and pitfalls regarding § 31-293, it would be appropriate here to point that this statute also presents another landmine to be avoided by subrogation practitioners. Connecticut is in a minority of states which penalizes the workers' compensation carrier by not allowing it to intervene in a pending third-party action after the statute of limitations has run. The workers' compensation carrier is not even entitled to make a recovery or claim a credit in the amount of the worker's recovery from a third-party tortfeasor, even though the worker settled with the third party before they were able to intervene, where the employer did not bring an independent action against the third party. *Libby v. Goodwin Pontiac-GMC Truck, Inc*., 695 A.2d 1036 (Conn. 1997). This is because the failure of a carrier to bring an action against the tortfeasor amounts to a *waiver* of their reimbursement rights to the same extent as if they had failed to intervene after notice of action brought by the worker. *Id*. If the carrier fails to intervene after receiving the thirty-day notice from the worker, it loses its right to intervene. *Johndrow v. State*, 591 A.2d 815 (1991). Notwithstanding the above, effective July 1, 2011, § 31-293 was amended to provide that the carrier will not lose its subrogation rights for failing to intervene within thirty-days after notice of an action brought by the employee, provided it "gives written notice of a lien in accordance with [§ 31-293]." C.G.S.A. § 31-293 (amended effective July 1, 2011). Ironically, even though it appears that Connecticut penalizes the workers' compensation carrier for late intervention, a worker is allowed to intervene into a third-party action filed by the workers' compensation carrier, even after the statute of limitations has run. *Light Sources, Inc. v. Global Equip. Corp*., 2003 WL 231651 (Conn. Super. 2003) (*unreported decision*).

As you can see, Connecticut has twisted its simple workers' compensation subrogation laws into a pretzel, transforming that state into a "must-intervene" state regardless of the lien amount. If you have subrogation needs which arise in Connecticut or in other states where Connecticut benefits have been paid, contact Gary Wickert at **gwickert@mwl-law.com**.

PROPERTY SUBROGATION

MINNESOTA REJECTS "*SUTTON RULE*" IN LANDLORD/TENANT SUBROGATION

RAM Mut. Ins. Co. v. Rohde, 2012 WL 3822155 (Minn. 2012)

Until recently, tenants in Minnesota were considered *implied co-insureds* under their landlord's fire insurance policy, preventing a landlord's carrier from subrogating against the tenant for property damage caused by the tenant's negligence. *United Fire & Cas. Co. v. Bruggeman*, 505 N.W.2d 87 (Minn. App. 1993). However, in *RAM Mut. Ins. Co. v. Rohde*, the Minnesota Supreme Court broke new ground, rejected *Bruggeman* and abrogated *Bigos v. Kluender,* 611 N.W.2d 816, (Minn. App. 2000), *St. Paul Cos. v. Van Beek,* 609 N.W.2d 256 (Minn. App. 2000), and *Blohm v. Johnson,* 523 N.W.2d 14 (Minn. App. 1994). It announced in *Rohde,* for the first time, that whether the landlord's insurer could pursue subrogation against a tenant for damage to property caused by the tenant's negligence would be determined on case-by-case approach, based on the reasonable expectations of the landlord and tenant under the facts of each case.

The ability of a landlord's property insurer to subrogate against a tenant for property damage caused by the negligence of the tenant depends on which state the loss occurs in and the nature and language of the lease involved. There are generally three different approaches:

(1) A minority of courts hold that, absent a clear contractual expression to the contrary, the insurance carrier will be permitted to sue a tenant in subrogation.

(2) Seeking to avoid a *per se* rule, it states the applicability of the Doctrine of Subrogation must be assessed on a case-by-case basis and governed by the intent and reasonable expectations of the parties under the terms of the lease and the facts of case.

(3) Known as the "*Sutton Rule"*, some states hold that, absent a clearly expressed agreement to the contrary, the tenant is presumed to be a co-insured on the landlord's insurance policy and, therefore, the landlord's insurance carrier has no right of subrogation against the negligent tenant.

The "*Sutton Rule*" states that a tenant and landlord are automatically considered "co-insureds" under a fire insurance policy as a matter of law and the insurer of the landlord who pays for the fire damage caused by the negligence of a tenant may not sue the tenant in subrogation because it would be tantamount to suing its own insured. The "*Sutton Rule*" is derived from an Oklahoma Court of Appeals decision styled *Sutton v. Jondahl*, 532 P.2d 478 (Okla. App. 1975) and is the benchmark against which the landlord/tenant subrogation laws of most states are measured. It is the modern rule and the rule more and more states are moving toward.

In *Rohde*, RAM Mutual Insurance Company sought to recover payment it had made to its insured (landlord) for the repair of water damage allegedly caused by the negligence of Rusty Rohde, the commercial tenant of RAM's insured. JD Property owned a rental property in Sauk Centre, Minnesota, containing three business suites. Rohde rented one of the suites and operated a salon business, the Studio 71 Salon, in the leased premises. Rohde's rental is governed by a five-year commercial lease agreement with JD Property.

After taking possession of the leased premises, Rohde replaced two pedicure chairs in his salon and installed water lines serving the chairs. In February 2008, one of the water lines allegedly burst, causing water damage to the Studio 71 Salon suite as well as an adjacent suite. JD Property filed an insurance claim with its property insurer, RAM, requesting payment for the water damage. RAM paid JD Property $17,509, the full amount of JD Property's claim, to repair the damage. Because Rohde had installed the water line, allegedly without JD Property's knowledge in violation of the lease, RAM filed a subrogation action against Rohde, asserting breach of contract, negligence, and promissory estoppel. As subrogee of JD Property, RAM sought recovery of the $17,509 paid to JD Property for repair of the damage at the insured premises.

Rohde brought a Motion for Summary Judgment, relying on *Bruggeman* and the "*Sutton Rule"*. The District Court granted Rohde's motion and the Court of Appeals affirmed. On appeal, the Supreme Court noted that the "*Sutton Rule"* has a purpose. If each tenant is responsible for all damages arising from its negligence in causing a fire and if each tenant was therefore responsible for its own fire insurance, the same property would be insured many times over. The lease in question did not contain an express provision requiring either the landlord or tenant to purchase property insurance. It did, however, require the tenant to pay for any damages he caused, and provided as follows:

> *25. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.*
>
> *26. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.*
>
> *27. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.*

Rohde obtained liability insurance as required above. It insured the property leased by the tenant as well as coverage for his personal property, also required above. The landlord argued that because the lease required the tenant to insure against fire loss, the insurance obtained would also be expected to insure against water damage. The Court disagreed, declaring that the lease established that, similar to *Bruggeman,* there was no express agreement between the parties as to who would bear the financial responsibility for the damage at issue in this case.

The landlord also argued that *Bruggeman* was inapplicable because it dealt with a residential lease rather than a commercial lease and involved fire rather than water damage. The Supreme Court reversed the granting of the tenant's summary judgment, and for the first time in Minnesota established a case-by-case approach to landlord/tenant subrogation. It held that an insurer will be able to maintain a subrogation action where, based on *"the lease as a whole, along with any other relevant and admissible evidence,"* the district court determines that *"it was reasonably anticipated by the landlord and the tenant that the tenant would be liable, in the event of a [tenant-caused property] loss paid by the landlord's insurer, to a subrogation claim by the insurer. The court must look to the expectations of the parties as to which party bears responsibility for a particular loss. The case-by-case analysis begins with the written documents executed by the parties – the lease. A court must interpret provisions in a lease governing a tenant's liability for a particular loss according to the fundamental principle that the goal of contract interpretation is to ascertain and enforce the intent of the parties. To this end, provisions of a lease should never be interpreted in isolation, but rather in the context of the entire agreement. When the language of a lease is unambiguous, it should be given its plain and ordinary meaning."*

In determining the expectations of the parties as articulated in the lease, courts should look for evidence indicating which party agreed to bear the risk of loss for a particular type of damage. If a lease expressly provides that the tenant is not responsible for a particular loss, the landlord could not bring an action against the tenant in the first instance, and there would accordingly be no right of subrogation on the part of the insurer. Moreover, if the lease indicates that the landlord has agreed to procure insurance covering a particular loss, a court may properly conclude that, notwithstanding a general "surrender in good condition" or "liability for negligence" clause in the lease, the landlord and tenant reasonably expected that the landlord would look only to the policy, and not to the tenant, for compensation for losses covered by the policy. In such a case, the insurer would again not be able to maintain a subrogation action, because the landlord would be unable to sue the tenant for the damage under the lease. If, however, a lease obligates a tenant to procure insurance covering a particular type of loss, such a provision will provide evidence that the

parties reasonably anticipated that the tenant would be liable for that particular loss, which would allow another insurer who pays the loss to bring a subrogation action against the tenant.

This new approach to landlord/tenant subrogation litigation will open up recovery opportunities where none previously existed. If you have any questions about landlord/tenant subrogation or would like to refer a matter for subrogation handling, contact Gary Wickert at **gwickert@mwl-law.com**.

HEALTH INSURANCE SUBROGATION

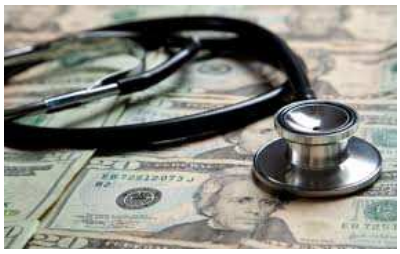
DECLARATORY JUDGMENT DECIDES FUTURE MSA EXPOSURE

Bessard v. Superior Energy Services, LLC, 2012 WL 3779162 (W.D. La. 2012)

The adage about unintended consequences of good intentions is nowhere more clearly illustrated than in the confusing interplay between the settlement of workers' compensation claims, personal injury claims, and the Medicare Secondary Payer (MSP) Statute. Plaintiffs, defendants, liability carriers, and subrogated entities alike, have all been victimized by big government mandates emanating from the U.S. Department of Labor Health and Human Services (HHS) and the Center for Medicare & Medicaid Services (CMS), who in recent years have made even the act of settling a simple personal injury case, workers' compensation claim, or subrogation interest as complex and inefficient as an Act of Congress. Potential Secondary Payer Liability to CMS has created huge delays and much confusion in the otherwise straightforward world of settling claims. Entire cottage industries have sprung up to provide some level of assistance and certainty to an industry that loathes risk. In Louisiana last month, a group of enterprising lawyers trying to settle a simple personal injury case and a very courageous federal judge broke the mold and decided to take matters into their own hands. The suit represents a growing trend among frustrated lawyers, parties and insurers, and the result might represent a new procedure for getting around the huge delays and liability uncertainty of settling cases with a Medicare Set-Aside (MSA) or approval of the CMS.

As reported on and discussed in detail in our January, 2010 newsletter article entitled "*Subrogation and the Great Medicare Set-Aside Debate*" (Read **HERE**), Medicare may obtain secondary payer status under the MSP Statute if payment has been made, or can reasonably be expected to be made, under a workers' compensation law of a state or under an automobile or liability insurance policy, both of which are defined in the statute as a "primary Plan." 42 U.S.C. § 1395y(b)(2)(A)(ii). Section 1395y(b)(2) provides that in order to recover payments made under this subchapter for an item or service, *"the United States may bring an action against any or all entities that are or were required or responsible (directly, as an insurer or self-insurer, as a third-party administrator, as an employer that sponsors or contributes to a group health Plan, or large group health Plan, or otherwise) to make payment with respect to the same item or service (or any portion thereof) under a primary Plan."* Id. It is this "action" that forms the basis of future potential liability which has carriers and lawyers concerned.

In *Bessard v. Superior Energy Services, LLC*, Gregory Bessard was employed by Seatrax, Inc. as a crane mechanic aboard the liftboat M/V Superior Champion, which was owned and/or operated by defendant Superior Energy Services, Inc. On June 30, 2009, he was injured on the job and filed suit under the Outer Continental Shelf Lands Act. The case was settled for $785,000 and called for the reduced lien payment of $82,500 in satisfaction of Seabright's workers' compensation subrogation interest. The settlement also called for Bessard to assume the obligation for payment of his future medical expenses, which were to be calculated through a MSA, so that Bessard would be responsible for protecting Medicare's interests under the MSP. Bessard agreed to put aside $6,701 to pay for future medical bills that might otherwise be the obligation of Medicare.



The parties advised the Court that they had settled and were beginning the long process of obtaining a MSA, which the defendants wisely made a condition of the settlement. Although the parties wanted the MSA approved by CMS for purposes of complying with the provisions of the MSP and the commensurate regulations, the parties were concerned that the settlement could not be finalized and cited the delay associated with obtaining approval from CMS and the fact that approval may not ever be forthcoming. In an effort to avoid jeopardizing the settlement and to achieve compliance with the provisions of the MSP, the plaintiff, the defendant, and the intervenor jointly filed a motion for declaratory judgment seeking (1) approval of the settlement, (2) a declaration that the interests of Medicare are adequately protected by setting aside a sum of money to fund Bessard's reasonably anticipated future medical expenses related to the injuries claimed and released in this lawsuit, and (3) an order setting that amount aside from the settlement proceeds and depositing it into an interest-bearing checking account to be self-administered by Bessard.

The Court set the matter for an evidentiary hearing and ordered service to be made by the Clerk of Court on the Secretary of HHS, the Chief Counsel of HHS/Open GIS Consortium, Inc. (OGC) for Region VI, and the Civil Chief of the Office of the U.S. Attorney for the Western District of Louisiana. By letter dated August 20, 2012, from the Office of the U.S. Attorney for the Western District of Louisiana, the Court was advised that HHS/CMS would not participate in the hearing. Pertinent portions of the letter, a copy of which was entered into evidence, read as follows:

> *The Centers for Medicare and Medicaid Services ("CMS") does not review or verify counsel's determination of whether or not there is recovery for future medical services or the determination of the amount to be held to protect the Medicare Trust Fund except under limited circumstances. Based on the limited information available in the complaint and relevant pleadings, CMS would neither participate nor review the parties' determination of whether a set-aside was needed or the amount of the set-aside with respect to the liability settlement. Nevertheless, CMS expects the settlement funds to be exhausted on otherwise Medicare covered and otherwise reimbursable services related to what was claimed and/or released before Medicare is billed for future medical services.*

At the hearing, the Court heard testimony from Bessard as well as from Patricia Kent, staff attorney with Gould & Lamb, an expert in MSA/MSP issues and whose company prepared an MSA and submitted it into evidence. The Court received into evidence a letter setting forth the terms of the settlement dated June 25, 2012, a copy of the release of all claims and satisfaction of judgment, a summary of the medical records from Bessard's treating physicians, the MSA prepared by Gould & Lamb, and a chart itemizing the plaintiff's medical expenses. In addition, the record contains a report from Bessard's treating orthopedist, Dr. John Sledge, dated April 11, 2012, and from the Bessard's treating pain management physician, Dr. Daniel Hodges, dated May 31, 2012 which discharges Bessard from their care. The Court also submitted into evidence the memorandum dated September 30, 2011 from Charlotte Benson, the acting Director, Financial Services Group, Office of Financial Management, Department of HHS, which states:

> *When the beneficiary's treating physician certifies in writing that treatment for the alleged injury related to the liability insurance ... "settlement" has been completed as of the date of the "settlement", and that future medical items and/or services for that injury will not be required, Medicare considers its interest, with respect to future medicals for that particular "settlement", satisfied.*

In the Court's ruling, it noted that a primary Plan's responsibility for payment can be determined by judgment or settlement. 42 U.S.C. § 1395y(b)(2)(B)(ii), 42 C.F.R. § 411.22(b)(1–3). The Court held that Medicare's interests had been adequately protected in the settlement within the meaning of the MSP, pointing out that CMS provides no other procedure by which to determine the adequacy of protecting Medicare's interests for future medical needs and/or expenses in conjunction with the settlement of third-party claims, and since there is a strong public interest in resolving lawsuits through settlement, the Court

ruled as it did. Bessard was ordered to set aside the $6,701 for payment of future medical to be self-administered by him.

This declaratory judgment and the ruling by the Court might not conclusively relieve the parties of any future MSA liability, but it comes about as close as one might possibly get to be absolved of future exposure without the painstakingly long delay in getting CMS approval. For parties who want to resolve a case and want an extra level of risk-reduction, this suit could represent the wave of the future. This particular federal district in Louisiana has strong judges known for bucking the system. Obviously, a judge willing to take such a step will be required in order for parties to avail themselves of this possible declaratory judgment option, in lieu of waiting for the wheels of Washington to begin grinding. Judges (state and federal) and magistrates have grown tired of the CMS holding up settlements, and are increasingly amenable to such options. Currently, there are several such actions in the works throughout Louisiana. This procedure could spread to other jurisdictions, sending a wake-up call to the Department of HHS that it must act more quickly if it wants a say in what parties set-aside.

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

UPCOMING EVENTS

October 17, 2012 – Peter Silver will be presenting a live webinar on *"Secrets To Effectively Defending Wisconsin Workers' Compensation Claims*" from 10:00 - 11:00 a.m. (CST). This webinar is approved for 1.0 Texas CE credits and is free to clients and friends of MWL. A registration link will soon be on our website homepage, but you can click on the "Register Now" button to the right to register.

November 11-14, 2012 – MWL will be exhibiting at *NASP's 2012 Annual Conference, "Cirque du Subro",* in Las Vegas, Nevada. Please stop by Exhibit Booth 103 if you plan on attending this conference and introduce yourself. Timothy Pagel, with MWL, and Heath Sherman, with Leahy, Eisenberg & Fraenkel, Ltd., will be presenting a session on *Workers' Compensation and Employer Contribution*. Ryan Woody, with MWL, will also be presenting a session at this conference. For more information on this conference, please go to **www.subrogation.org**.