To be Argued by:
JARED ZOLA
(Time Requested: 5 Minutes)

APL-2016-00100
New York County Clerk's Index No. 156923/13

Court of Appeals

of the

State of New York

AMERICAN ECONOMY INSURANCE COMPANY, AMERICAN FIRE AND CASUALTY COMPANY, AMERICAN STATES INSURANCE COMPANY, EMPLOYERS INSURANCE COMPANY OF WAUSAU, EXCELSIOR INSURANCE COMPANY, FIRST LIBERTY INSURANCE CORP., GENERAL INSURANCE COMPANY OF AMERICA, LIBERTY INSURANCE CORPORATION, LIBERTY MUTUAL FIRE INSURANCE CO., LIBERTY MUTUAL INSURANCE COMPANY, LM INSURANCE CORPORATION, NETHERLANDS INSURANCE COMPANY, THE OHIO CASUALTY INSURANCE COMPANY, OHIO SECURITY INSURANCE COMPANY, PEERLESS INDEMNITY INSURANCE COMPANY, PEERLESS INSURANCE COMPANY, WAUSAU BUSINESS INSURANCE COMPANY, WAUSAU GENERAL INSURANCE COMPANY, WAUSAU UNDERWRITERS INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY,

Plaintiffs-Respondents,

– against –

THE STATE OF NEW YORK, THE NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES, BENJAMIN M. LAWSKY, in his official capacity as Superintendent of the New York State Department of Financial Services and STATE OF NEW YORK WORKERS' COMPENSATION BOARD,

Defendants-Appellants.

BRIEF OF *AMICUS CURIAE*
ELECTRICAL EMPLOYERS SELF-INSURANCE SAFETY PLAN

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Date Completed: January 31, 2017

RULE 500.1(f) CORPORATE DISCLOSURE STATEMENT

Pursuant to 22 N.Y.C.R.R. § 500.1(f), *Amicus Curiae* Electrical Employers Self-Insurance Safety Plan ("EESISP"), by and through its attorneys, Blank Rome LLP, discloses the following:

EESISP is a group self-insured trust which operates as a non-profit organization. It was created by a collective bargaining agreement between Local Union No. 3 of the International Brotherhood of Electrical Workers and the signatory employer contractors who perform various aspects of electrical work in New York. It has no parents, subsidiaries or affiliates.

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Amicus curiae Electrical Employers Self-Insurance Safety Plan ("EESISP"), respectfully submits this brief in connection with the appeal of Defendants-Appellants The State of New York, The New York State Department of Financial Services, Benjamin M. Lawsky and the State of New York Workers' Compensation Board (collectively, "Appellants") from the unanimous Decision and Order of the Appellate Division, First Department, dated and entered on April 14, 2016 (the "Appellate Division's Decision and Order") awarding judgment to Plaintiffs-Respondents American Economy Insurance Company, *et al*. (collectively, "Respondents") in this action.

PRELIMINARY STATEMENT

The 2013 Amendment (the "Amendment") to Workers' Compensation Law ("WCL") § 25-a closed the reopened case fund (the "Fund") after 80 years. Respondents correctly assert that such closure ended their right to transfer eligible cases to the Fund and retroactively deprived them of the entire benefit of this right, creating a new class of unfunded liability. However, the Amendment's retroactive application and the Fund's closure does not only harm large for-profit insurance companies, such as Respondents. They also impact a multitude of other entities, including *amicus curiae*, which operate as non-profit organizations for the sole benefit of New York workers.

As set forth herein, overturning the Appellate Division's Decision and Order

would create substantial, unanticipated and unfunded economic liability for EESISP. EESISP is not a large for-profit insurance company. Rather, it operates as a group self-insured trust. In particular, because EESISP has been providing workers' compensation coverage and disability benefits to thousands of New York workers over the past fifty years, the Fund's closure and the Amendment's retroactive application would be uniquely detrimental to EESISP as a result of, among other things, the increase in unfunded liability stemming from the catastrophic events of September 11, 2001 – liability which prior to the Amendment was, by operation of law, solely the responsibility of the reopened case Fund.

For the reasons expressed herein, EESISP supports the same arguments presented by Respondents, as insurance carriers, which are equally applicable to EESISP, as a group self-insured trust, and maintains that the Appellate Division's Decision and Order should be affirmed.

INTEREST OF *AMICUS CURIAE*

Amicus curiae EESISP is a group self-insured trust created by a collective bargaining agreement between Local Union No. 3 of the International Brotherhood of Electrical Workers, AFL-CIO, and the signatory employer contractors who perform various aspects of electrical work in the New York City area. EESISP was the first group self-insured trust established in this State, authorized by the

New York Workers' Compensation Board in 1967, and has operated continuously since that time without interruption. It currently provides workers' compensation coverage and disability benefits for approximately 15,000 New York electrical workers each year. It is presently the largest workers' compensation group self-insured trust operating in the State. *See* Affirmation of Jared Zola, affirmed on January 31, 2017, submitted in Support of EESISP's Motion for Leave to File an *Amicus Curie* Brief ("Zola Aff."), ¶ 3.

EESISP has been providing workers' compensation coverage and disability benefits to thousands of New York electrical workers over the past 5 decades, and it has paid a collectively-bargained supplemental benefit up to $155 per week for over 15 years. Shutting down the reopened case Fund at issue inappropriately places this long-bargained benefit under duress. Moreover, the reopened case Fund's closure and the 2013 Amendment's retroactive application at issue in this case would be particularly detrimental to EESISP as a result of the horrific events of September 11, 2001, given the types of latent injuries suffered by electrical workers during that time period. It is common for such 9/11-related injuries to involve unforeseen additional medical treatment or require compensation related to the original injury, which arises only after the case has been closed. As a result, such cases must be reopened for a determination of new benefits. It is because employers, carriers and self-insurance plans would have a difficult time

ascertaining their future liability and establishing reserves for cases such as these that reopen years after their initial closure, that in 1933 the State established the Fund to "save employers and insurance carriers from liability" for these reopened cases. Like the Respondents, EESISP financed the reopened Fund through the payment of annual assessments. Since 2001, EESISP has paid the Workers' Compensation Board more than $15 million in annual assessments. *See* Zola Aff. ¶ 4.

Many workers who EESISP covers sustained injuries as a result of their work on and immediately following September 11th at the site, and have—and are expected to continue to—experienced new, unforeseen manifestations of progressive injuries arising from the original injury. In particular, on September 11, 2001, 22 EESISP-covered electrical workers present in and around the World Trade Center towers were killed or injured, resulting in 17 deaths (11 of which were married and have ongoing widows' claims), and 5 traumatic injury workers' compensation claims. After the towers' collapse, 19 additional electrical workers present on September 11, 2001 in lower Manhattan, or having participated in the rescue and cleanup operations, filed traumatic injury, psychology injury or other 9/11-related claims. Through June 2016, a total of 59 workers compensation claims have been filed with EESISP for 9/11-related injuries or emerging diseases, and EESISP received an additional 2,249 notices from employees reserving the

right to file future 9/11-related claims. Based on historical emergence patterns, EESISP's actuary has determined that 40 additional notices are estimated to be received in the future. *See* Zola Aff. ¶ 5.

Of these 9/11-related claims, to date, EESISP has filed 25 applications[1] to the reopened case Fund, which EESISP's actuary has valued at $21.9 million.[2] Prior to the Amendment EESISP relied on the law as it existed and, accordingly, anticipated that these claims would remain the exclusive responsibility of the Fund. EESISP's actuary estimated that $85.6 million[3] in additional 9/11-related claim liabilities will emerge in the future. The emergence of the additional claim liabilities is very long term, as lung disease and cancers develop at advanced ages of the exposed population. Predicating its conduct on the Fund's continuing responsibility for Section 25-a claims, EESISP was required to, for example, account for the Fund's responsibility when establishing loss reserves—the money it sets aside to pay for claims related to accidents and injuries that have already

[1] 30 claim numbers have been assigned for 25 EESISP workers. 5 of the claimants have died with an ongoing widow claim. 25-a reimbursements are owed for the 5 deceased claimants for past payments as well as ongoing widows benefits to their survivors.

[2] Nominal undiscounted value; the present value at 5% is $12.9 million.

[3] Nominal undiscounted value; the present value at 5% is $13.0 million. This estimate is based on disease claims emerging from 87 EESISP workers. The ultimate number of specific legal claims is larger as widow claims for deceased claimants emerge. The estimate is also based on the current legal and medical diagnostic framework. As advances in diagnostics and actual EESISP worker exposure information emerge in the future the estimate may change.

happened. EESISP did not account for the Amendment's retroactive impact, which will devastate EESISP's loss reserve calculations and ultimately wreak havoc on EESISP's own excess insurers. *See* Zola Aff. ¶ 6.

If the Appellate Division's Decision and Order is reversed and the retroactive application of the Amendment is permitted, the increased unanticipated and unfunded liability to EESISP will be extraordinary.

STATEMENT OF FACTS

In the interest of brevity, EESISP adopts and incorporates by reference, to the extent applicable to the arguments herein, the statements of fact contained in Respondents' Brief. In addition, EESISP states as follows:

A. Worker's Compensation Insurance

The New York Workers' Compensation Law ("WCL") requires employers to secure compensation for their employees and pay or provide compensation for their disability or death from injury arising out of and in the course of the employment, including paying for medical treatment, procedures, devices, tests and services for such period as the nature of the injury or the process of recovery may require. *Matter of Kigin v. State of N.Y. Workers' Compensation Bd.*, 109 A.D.3d 299, 306 (3d Dep't 2013).

All employers in New York must secure payment of workers' compensation for their employees, and can do so in one of three ways: (1) by insuring the

payment of such compensation through the New York State Insurance Fund; (2) by insuring the payment of such compensation with any insurance carrier authorized to do business in New York (such as Respondents); or (3) by becoming a self-insurer (such as EESISP). WCL § 50; *See also* Record on Appeal ("R.") 53.

As acknowledged by the parties, workers' compensation insurance is "occurrence-based." This means that the insurance policies at issue "provide coverage for accidents that occur during the policy term regardless of when the claim is made." R. 534; *St. Paul Fire & Marine Ins. Co. v. Barry*, 438 U.S. 531, 534 n.3 (1978). Generally, liability insurance, including workers' compensation insurance, was sold as occurrence-based coverage for decades. The same types of occurrence-based insurance policies have been sold to policyholders since the 1930's, and were traditionally comprised of "standard form" pre-printed insuring agreements based on language written by the insurance industry. The insurance industry has long acknowledged that the presence of injury or damage during the policy period is the trigger activating coverage, and that occurrence-based policies provide coverage for injuries sustained during their policy periods, regardless of when the occurrence causing the injury took place. *See* Masters, Stanzler & Anderson, *Insurance Coverage Litigation* § 1.06 (2013).

With respect to workers' compensation claims, this occurrence-based structure means that insurer "liability may extend over the entire remaining life of

the insured employee," with claims arising years after the original injury, *i.e.*, the "long tail" of liability. *See N.Y. Workers' Compensation Handbook* § 1.08(1) (Matthew Bender 2016); R. 67, 351. Thus, EESISP charges the employers participating in its plan workers' compensation rates that must account for the entire long tail of liability, *i.e.*, they must cover all projected claim costs associated with the injury that occurred during the policy period, regardless of when the claims are filed and ultimately resolved. *See* R. 253, 517.

This means that when, for example, a worker is injured in 2001 (due to the attack on the World Trade Center), the rates EESISP charged to participating employers and collected in 2001 must be sufficient to cover the resulting medical expenses arising not only in 2001, but also in the years following for such period as the nature of the injury or the process of recovery may require. If the liability exceeds the costs collected, the self-insurance plan, like EESISP, will have no reserves set aside to cover the shortfall and would, in the first instance, bear the initial cost of the additional unanticipated liability.

B. Rate-Making In New York

In New York, the rate-making process detailed by Respondents is similar to the rate-making process for EESISP. The New York Compensation Insurance Rating Board ("NYCIRB")—the agency authorized by the New York Department of Financial Services ("DFS") to collect workers' compensation data and develop

loss costs—seeks to ensure that the insurance premiums charged are sufficient to cover all projected liabilities. As set forth in Respondents' Brief, carrier premiums are a function of two factors: (1) loss costs (*i.e.*, medical expenses and lost wages) and (2) a loss-cost multiplier, representing an individual carrier's expenses and profits. Premium rates are generally computed annually by the NYCIRB and approved by DFS. *See* R. 55, 251, 254-255, 517.

In particular, loss cost levels are generally calculated in advance of the upcoming policy period in which the premium will be charged, by reference to the WCL as it is then and as it will be during that upcoming policy period. NYCIRB annually determines whether to adjust the loss cost level by comparing actuarially projected losses for the upcoming policy period to the current loss cost level. The calculation of actuarially projected losses is based on data reported by insurance carriers reflecting all their paid losses and estimated reserves for future payments on open claims. R. 254-255, 518-519. As a result, any unanticipated future changes to the carriers' liability for past injuries may cause a shortfall (or surplus) in premiums. R. 55-56, 254.

The same is true for EESISP. EESISP's actuary periodically conducts rate studies for certain time periods, which yield a range of rates that are presented to the plan's trustees, who then vote on it. When setting its rates for upcoming years, EESISP, like Respondents, projected losses based on data reflecting paid losses

and estimated reserves for future payments on open claims. Thus, any unanticipated future changes to EESISP's liability for past injuries—such as the liability created by the closure of the Section 25-a Fund—could cause a shortfall in EESISP's rates collected and reserves.

C. The Section 25-a Reopened Case Fund

As recognized by the parties, workers' compensation cases are considered closed when "no further proceedings [are] foreseen." *Casey v. Hinkle Iron Works*, 299 N.Y. 382, 385 (1949). On occasion, however, an injured employee may require unforeseen additional medical treatment or compensation related to the original injury in a closed case. Because self-insurance plans, like EESISP, employers and carriers would have a difficult time ascertaining their future liability and establishing reserves for cases that reopen years after their initial closure, in 1933 the State established a fund to "save employers and insurance carriers from liability" for such reopened cases. *Riley v. Aircraft Prods. Mfg. Corp.*, 40 N.Y.2d 366, 369 (1976).

This Fund, enacted through Section 25-a of the WCL, provided that when a new application for benefits is made in a closed case "after a lapse of seven years from the date of the injury or death and also a lapse of three years from the date of the last payment of compensation," any resulting award "shall be against the special fund provided by this section." Liability for such reopened cases was, by

operation of statutory law, the sole responsibility of the Fund. R. 56, 517; *see also Matter of De Mayo v. Rensselaer Polytech Inst.*, 74 N.Y.2d 459, 462-463 (1989); *Matter of Goutremout v. Advance Auto Parts*, 134 A.D.3d 1194, 1194-1195 (3d Dep't 2015).

The Fund was financed through annual assessments paid by employers, insurance carriers and self-insured plans, and all participants in the workers' compensation system, including EESISP, structured their conduct—setting rates and reserves—accordingly. *See* R. 39, 56. Indeed, EESISP specifically took into account the fact that the Section 25-a liability would be the exclusive responsibility of the Fund and, like Respondents, considered this fact when setting its rates and establishing its loss reserves consistent with the statutory scheme at the time.

The Fund continued to operate for eighty years, until 2013 when, as part of the "Business Relief Bill," WCL § 25-a was amended to close the Fund to all cases reopened on or after January 1, 2014—*regardless of when the injury occurred*. R. 401. The stated rationale behind the Amendment was to save employers assessments while preventing a windfall to carriers, whereas the "original intent of the Fund was to provide carriers relief in a small number of cases where liability unexpectedly arises after a case has been closed for many years[,] … carriers do not need this relief because the premiums they have charged already cover this liability." R. 401.

This rationale, however, was knowingly false. The workers' compensation rates charged in New York did not in any way compensate carriers or self-insurers for Section 25-a claims. Conversely, rates were determined on the premise that the Fund bore exclusive liability for such reopened claims.

This is further highlighted by the fact that for policies effective on or after October 1, 2013, DFS approved NYCIRB's proposal to increase loss cost levels by 4.5% explicitly to account for the closure of the Fund. R. 255-256, 353-356, 463, 520-521, 523. As Respondents point out, that increase, which covers only the projected liabilities arising under policies issued on or after October 1, 2013, not liabilities arising under prior policies, demonstrates that the loss costs—and thus the premium rates approved by the State, charged by the insurance carriers, and paid by their employer-insureds—before that date did not cover liability for claims within the Fund's responsibility and assumed the Fund's continued responsibility for such claims. R. 256, 521-523. If prior rates had been computed to cover Section 25-a liability, there would have been no reason for DFS to increase future rates/premiums to account for the Fund's closure.

D. Relevant Procedural History

Respondents filed suit in 2013 seeking to declare the Amendment unconstitutional as applied to claims arising under policies issued before 2014, and to permanently enjoin the State from enforcing the Amendment with respect to

such claims. R. 29. The State moved to dismiss the complaint, which was granted by Hon. Donna M. Mills, J.S.C. on July 28, 2014.

The Supreme Court of New York Appellate Division, First Department, unanimously overturned the IAS court's decision on April 14, 2016, holding that it was "essentially undisputed" that the premiums charged for pre-October 1, 2013 policies (*i.e.*, prior to the DFS approved rate change) "did not account for potential future liability relating to [reopened] claims," and that, as a result, the Amendment imposed "unfunded liability … on plaintiffs for reopened cases arising from accidents occurring before October 1, 2013 that would have otherwise qualified for transfer under Workers' Compensation Law § 25-a, and they cannot make up this shortfall." R. 537.

The Appellate Division also recognized that the Amendment "created a new class of unfunded liability" and "reflect[ed] the incorrect belief that the increased costs to carriers for pre-October 1, 2013 claims were already taken into account in the calculation of premiums." R. 540-541. It also held that the Amendment violated the Contracts Clause and Takings Clauses of the U.S. and New York constitutions. R. 541-542.

ARGUMENT

THE APPELLATE DIVISION'S DECISION AND ORDER SHOULD BE AFFIRMED

A. Overturning The Appellate Division's Decision And Order Would Create Unanticipated And Unfunded Liability For EESISP

Overturning the Appellate Division's Decision and Order would create substantial and unanticipated economic liability for EESISP. EESISP is not a large for-profit insurance company, rather it is a group self-insured trust that operates as a non-profit organization. EESISP has been providing workers' compensation coverage and disability benefits to thousands of New York electrical workers over the past 5 decades. The closure of the Fund and retroactive application of the Amendment would be uniquely detrimental to EESISP due, in part, to the horrific events of September 11, 2001, given the types of latent injuries suffered by electrical workers during that time period.

On September 11, 2001, 22 EESISP-covered electrical workers present in and around the World Trade Center towers were killed or injured, resulting in 17 deaths (11 of which were married and have ongoing widows' claims), and 5 traumatic injury workers' compensation claims. After the collapse, 19 additional electrical workers present on September 11, 2001 in lower Manhattan, or having participated in the rescue and cleanup operations, filed traumatic injury, psychology injury or other 9/11-related claims. Through June 2016, a total of 59

workers compensation claims have been filed for 9/11-related injuries or emerging diseases, and EESISP has received an additional 2,249 notices from employees reserving the right to file future 9/11-related claims. Based on historical emergence patterns, EESISP's actuary has determined that 40 additional notices are estimated to be received in the future.

Of these 9/11-related claims, to date, EESISP has filed 25 applications to the reopened case Fund, which EESISP's actuary has valued at $21.9 million. Prior to the Amendment EESISP relied on the law as it existed and, accordingly, anticipated that these claims would remain the exclusive responsibility of the Fund. EESISP's actuary estimated that $85.6 million in additional 9/11-related claim liabilities will emerge in the future. The emergence of the additional claim liabilities is very long term, as lung disease and cancers develop at advanced ages of the exposed population. Predicating its conduct on the Fund's continuing responsibility for Section 25-a claims, EESISP was required to, for example, account for the Fund's responsibility when establishing loss reserves—the money it sets aside to pay for claims related to accidents and injuries that have already happened. EESISP did not account for the Amendment's retroactive impact, which will devastate EESISP's loss reserve calculations and ultimately wreak havoc on EESISP's own excess insurers.

If the Appellate Division's Decision and Order is overturned and the

retroactive application of the Amendment is permitted, the increased unanticipated and *unfunded* liability to EESISP will be extraordinary. Indeed, similar to Respondents, closing the Fund in this manner creates unfunded liability for EESISP because EESISP cannot charge supplemental or retroactive rates to cover this newfound shortfall. EESISP sought coverage from its own excess liability insurer that assumes the risk for the period including September 11, 2001 for these losses and its insurer has not paid a single dollar of insurance proceeds to cover EESISP's losses. The Amendment, if permitted to operate retroactively, would wreak havoc on EESISP's reserves and as between EESISP and its insurers.

B. <u>The 2013 Amendment Operates Retroactively</u>

As Respondents highlight, for the 80 years before the Amendment took effect, the Fund was solely responsible for paying claims made in reopened cases under WCL § 25-a. The Amendment, however, imposes on EESISP and others the risks, costs and liability for future Section 25-a claims not only under policies issued after the Amendment, but also under policies issued before it. As acknowledged by the Supreme Court of the United States, legislation such as this is considered impermissibly retroactive as it "attaches new legal consequences to events completed before its enactment." *Landgraf v. USI Film Prods.*, 511 U.S. 244, 269-270 (1994); *See also Eastern Enters. v. Apfel*, 524 U.S. 498, 532 (1998).

Prior to the Amendment, the statute made clear that all Section 25-a claims "shall be" paid by the Fund. WCL § 25-a(1). Consequently, insurance carriers and self-insurers alike were left with no liability for Section 25-a claims. As Respondents indicate, before the Amendment if a case was reopened within the statutory timeframe specified by Section 25-a:

- The "Fund's liability was triggered, as a matter of law, upon the passage of time as provided," *Matter of Goutremout*, 134 A.D.3d at 1194-1195;
- The Workers' Compensation Board could "not as a matter of law impose liability on the employer or its insurance carrier," *Berlinski v. Congregation Emanuel of N.Y.*, 29 A.D.2d 1036, 1037 (3d Dep't 1968);
- There was "no further interest in payment of the claim," *Matter of De Mayo,* 74 N.Y.2d at 462; and
- One could not even contractually agree to assume liability for the Section 25-a claim. *Matter of Martin v. New York Tel.,* 46 A.D.3d 1136, 1137 (3d Dep't 2007) (rejecting "Fund's assertion that the employer should remain liable for medical expenses [qualifying under Section 25- a] based upon the settlement agreement's express terms to that effect").

EESISP's rates charged and loss reserves, like Respondents, were rightfully premised on the Fund being solely responsible for all Section 25-a claims. As a result of the Amendment's closure of the Fund to all new Section 25-a claims reopened after 2013, regardless of when the injury occurred, EESISP (and ultimately its excess insurers) is liable for all of these claims—including the applicable 9/11-related claims described *supra*. As acknowledged by the Appellate Division, the Fund's closure in this manner failed to provide for this unfounded liability that it imposes for reopened cases that would have otherwise qualified for transfer to the Fund under Section 25-a, and EESISP, like Respondents, cannot make up this shortfall through retroactively charging the increased rates that it would have charged to its participating employers had EESISP know that the Fund would not be responsible for reopened claims.

For these reasons and those expressed at length by Respondents (and for the same reasons expressed that the State's arguments are wrong), the Amendment has a detrimental retroactive impact on EESISP which impermissibly attached new legal consequences to events completed before its enactment. *See Landgraf*, 511 U.S. at 269-270. Consequently, the Appellate Division's Decision and Order should be affirmed.

C. The 2013 Amendment Violates the U.S. and New York Constitutions

EESISP also agrees that the 2013 Amendment violates the Contracts Clause, the Takings Clauses, and the Due Processes Clauses of the United States and New York Constitutions, for the same reasons expressed at length in Respondents' Brief and the Brief of *Amici Curiae* American Insurance Association, *et al.* *See, e.g.*, *Health Ins. Ass'n v. Harnett*, 44 N.Y.2d 302, 306-313 (1978); *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528, 538-539 (2005); *Armour v. City of Indianapolis*, 132 S. Ct. 2073, 2080 (2012); *Alliance of Am. Insurers v. Chu*, 77 N.Y.2d 573, 586 (1991).

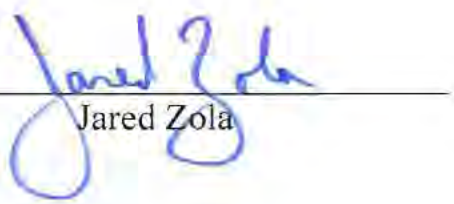
CONCLUSION

For all the foregoing reasons, *amicus curiae* Electrical Employers Self-Insurance Safety Plan respectfully submits that the Decision and Order of the Appellate Division should be affirmed.

Dated: New York, New York
January 31, 2017

Respectfully submitted,

BLANK ROME LLP

By: 
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NEW YORK STATE COURT OF APPEALS
CERTIFICATE OF COMPLIANCE

I hereby certify pursuant to 22 NYCRR § 500.1(j) that the foregoing brief was prepared on a computer using Microsoft Word.

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Dated: New York, New York
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Respectfully submitted,

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