



FILED

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INSURANCE REGULATION
Docketed by: 145

OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

CEOHR, INC.,

Petitioner,

vs.

CASE NO. 297233-22

NEW YORK MARINE AND GENERAL
INSURANCE COMPANY, and SERVICE
AMERICAN INDEMNITY COMPANY,

Respondents.

FINAL ORDER

THIS CAUSE came before the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”) for consideration and final agency action upon the filing of an appeal on October 23, 2020, pursuant to Section 627.291(2), Florida Statutes, which gives the OFFICE authority to affirm or reverse a final decision of any rating organization or insurer that makes its own rates. CEOHR, INC. (“CEOHR”) objects to an experience rating modification factor promulgated by the National Council on Compensation Insurance (“NCCI”) that was applied to CEOHR’s workers compensation insurance policies during 2019 and 2020. Respondents, NEW YORK MARINE AND GENERAL INSURANCE COMPANY (“NEW YORK MARINE”) and SERVICE AMERICAN INDEMNITY COMPANY (“SERVICE AMERICAN”), agree with NCCI’s determination which combined the payroll and loss experience of CEOHR and CENTURY EMPLOYER ORGANIZATION, LLC (“CENTURY”) for experience rating purposes.

The OFFICE has authority to conduct hearings for any purpose within the scope of the Florida Insurance Code, pursuant to Section 624.324, Florida Statutes. The parties elected to proceed by video conference which was held on January 26, 2021. There were no objections to the relevance or authenticity of proposed exhibits, thus all proposed exhibits were admitted during the hearing. The parties submitted proposed recommended orders on February 26, 2021.

After consideration of the pleadings and exhibits, the Hearing Officer filed a Written Report and Recommendation on June 20, 2022, recommending that the OFFICE enter a Final Order affirming the determination of the Florida Workers Compensation Appeals Board (“FWCAB”) to uphold NCCI’s determination to combine the experience of CEOHR and CENTURY for experience rating modification purposes pursuant to NCCI’s Experience Rating Plan Manual (attached as “Exhibit A”). The Hearing Officer also further recommended that NEW YORK MARINE and SERVICE AMERICAN compute the premium for the policies disputed by CEOHR in a manner that is consistent with the FWCAB determination and that CEOHR’s request for attorney’s fees be denied.

Upon careful consideration of the entire record, the submissions of the parties, the relevant statutes and rules, the Written Report and Recommendation, and being otherwise fully advised in the premises, it is hereby ORDERED:

1. The Hearing Officer’s Findings of Fact are adopted in full as the OFFICE’s Findings of Fact.
2. The Hearing Officer’s Conclusions of Law are adopted in full as the OFFICE’s Conclusions of Law.

ACCORDINGLY, the Hearing Officer's recommendation in CEOHR, INC. vs. NEW YORK MARINE AND GENERAL INSURANCE COMPANY, and SERVICE AMERICAN INDEMNITY COMPANY is AFFIRMED and adopted. NEW YORK MARINE AND GENERAL INSURANCE COMPANY, and SERVICE AMERICAN INDEMNITY COMPANY shall compute the premium for the policies disputed by CEOHR, Inc., in a manner that is consistent with the FWCAB determination. CEOHR's request to be awarded attorney's fees is denied.

DONE AND ORDERED this 8th day of September 2022.



David Altmaier

David Altmaier, Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Order is entitled to seek review of this Order pursuant to Section 120.68, Florida Statutes, and Rule 9.110, Florida Rules of Appellate Procedure. Review proceedings must be instituted by filing a Petition or Notice of Appeal with the General Counsel, acting as the agency clerk, at 200 East Gaines Street, Tallahassee, FL 32399-4206, and a copy of the same and filing fee with the appropriate District Court of Appeal within thirty (30) days of the rendition of this Order.

COPIES FURNISHED

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OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

CEOHR, INC.,
Petitioner,

v.

CASE NO. 271814-20

NEW YORK MARINE AND GENERAL
INSURANCE COMPANY, and
SERVICE AMERICAN INDEMNITY COMPANY

Respondent,
_____ /

WRITTEN REPORT AND RECOMMENDATION

THIS CAUSE is before the Florida Office of Insurance Regulation ("OFFICE") upon the October 23, 2020, filing of an appeal of a decision by the Florida Workers' Compensation Appeals Board ("FWCAB") by Petitioner, CEOHR, INC. ("CEOHR"), pursuant to Section 627.291(2), Florida Statutes. Petitioner objects to an experience rating modification factor promulgated by the National Council on Compensation Insurance ("NCCI") that was applied to its workers compensation insurance policies during 2019 and 2020. Respondents, NEW YORK MARINE AND GENERAL INSURANCE COMPANY, ("NEW YORK MARINE"), and SERVICE AMERICAN INDEMNITY COMPANY ("SERVICE AMERICAN") agree with NCCI's determination, which combined the payroll and loss experience of CEOHR and CENTURY EMPLOYER ORGANIZATION, LLC. ("CENTURY") for experience rating purposes. In this appeal, the parties elected to proceed by video conference, which was held on January 26, 2021, and submitted proposed recommended orders on

February 26, 2021.¹ The undersigned duly appointed Hearing Officer hereby files this Written Report and Recommendation.

APPEARANCES

For the Petitioner:

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ISSUE

The question presented is whether NCCI's decision to combine the payroll and loss experience of CEOHR with CENTURY, for experience rating purposes, pursuant to NCCI's Experience Rating Plan Manual, is appropriate.

¹ The record of this hearing was preserved on a digital audio recording and a hearing transcript. Citations to testimony appear with the name of a witness, followed by the timestamp on the audio recording or line number of the testimony within the hearing transcript, both of which are on file with the Office and available for copying or inspection.

EXHIBITS²

For Petitioner CEOHR, Michell Krouse submitted ten exhibits:

- Exhibit 1: Paul Hughes curriculum vitae
- Exhibit 2: Maureen Longanacre curriculum vitae
- Exhibit 3: Expert Report by Maureen Longanacre
- Exhibit 4: CEOHR NCCI 2018 Mod Sheet 7.24.18 Production
- Exhibit 5: CEOHR NCCI 2019 Mod Sheet 8.2.18 Production
- Exhibit 6: CEOHR, Inc. NCCI Response November 15 2019
- Exhibit 7: NCCI Exp Mod Sheet CEOHR 1012020
- Exhibit 8: 19-20 CEOHR Inc (AOS Master) WCPE Prosight Policy eff. 1.1.19³
- Exhibit 9: 19-20 CEOHR Inc (FL) WCPE Bound with Prosight-Policy eff 1.1.19⁴
- Exhibit 10: Exp. Rating plan Manual for WC & EL Insurance – (2003 Edition)
Rule 3-Ownership Changes & Combination

For Respondent NEW YORK MARINE and SERVICE AMERICAN, Bert L. Combs submitted fourteen exhibits:

- Exhibit 1: All NCCI Correspondence
- Exhibit 2: Case Summary Submitted by NCCI to Florida Workers Compensation Appeals Board with all Attachments
- Exhibit 3: CEOHR, Inc. Timeline of Events
- Exhibit 4: NCCI Appeals Board Presentation
- Exhibit 5: NCCI Letter Dated 1/15/18
- Exhibit 6: NCCI Letter Dated 8/01/19
- Exhibit 7: NCCI Letter Dated 11/08/19
- Exhibit 8: NCCI Letter Dated 9/29/20
- Exhibit 9: NCCI Experience Rating Plan Manual
- Exhibit 10: NCCI's Rule 3
- Exhibit 11: ERM-14 Signed 12/5/17
- Exhibit 12: ERM-14 Signed 1/3/18
- Exhibit 13: ERM Signed 7/26/19
- Exhibit 14: Corporate Records

² There were no objections to the relevance or authenticity of proposed exhibits, thus all proposed exhibits were admitted during the hearing on January 26, 2021.

³ CEOHR Inc Workers' Compensation Insurance Policy written by New York Marine effective 1/1/19-20 covering states other than Florida

⁴ CEOHR Inc. Workers' Compensation Insurance Policy written by New York Marine effective 1/1/19-20 covering Florida only

FINDINGS OF FACT

1. CEOHR is a corporation which is licensed as a Professional Employer Organization (“PEO”). The business is domiciled in Sarasota, Florida.

2. NEW YORK MARINE provided workers compensation insurance coverage to CEOHR from January 1, 2018 until January 1, 2020.

3. SERVICE AMERICAN has provided workers compensation insurance coverage to CEOHR since January 1, 2020.

4. The premium an employer pays for workers compensation coverage is based on job classifications and rates developed by NCCI, which must be approved by the OFFICE prior to use in Florida. This manual rate may be adjusted by an experience modification factor developed by NCCI. (NYM, Ex. 9)

5. NCCI promulgates experience rating modification factors annually for all insureds that qualify for one under the Experience Rating Plan. The Experience Rating Plan predicts whether an individual insured is likely to develop loss experience that is better or worse than that of the average insured. Experience rating does this by comparing the experience of individual insureds with the average insured in the same classification. The differences are reflected by an experience rating modification factor, based on individual payroll and loss records, which may result in an increase, decrease or no change in premium. An experience rating modification factor of 1.0 indicates that no adjustment to the final premium is necessary. Those insureds with better than average experience will have an experience rating modification factor of less than 1.0. That credit factor is then applied to the policy thereby reducing the premium. Those insureds with worse than average experience will have an experience rating modification factor of greater than 1.0. That debit factor is then applied to the policy thereby increasing the premium. (NYM, Ex. 9)

6. Darrin Fedder formed CEOHR in September 2017, when he acquired a book of

business from CENTURY, which was owned by Celeste Dockery. CENTURY provided temporary staffing and employee leasing services to client companies. According to the Petitioner, Mr. Fedder purchased the employee leasing services and CENTURY retained the staffing clients. However, Mr. Fedder did not have a written agreement to move the employee leasing clients from CENTURY to CEOHR and Mr. Fedder did not compensate CENTURY for the transaction. (T. 56, L. 10-13)

7. Insureds are required to report changes to NCCI within 90 days of the changes, and the failure to report changes in ownership may be considered experience rating modification evasion. (NYM, Ex. 3).

8. In December of 2017, Mr. Fedder submitted an ERM-14 Form to NCCI. Mr. Fedder indicated in this ERM-14 that the type of transaction being reported was a “sale, transfer or conveyance of an entity’s physical assets to another entity that takes over its operations.” Mr. Fedder also indicated that the transaction being reported was a “partial sale” and that “Specific Employee Leasing/PEO Clients operation from Century Employer Organization are being sold to CEOHR.” (NYM, Ex.11)

9. CENTURY’s staffing clients as well as its traditional PEO clients were written under the same workers’ compensation insurance policies prior to those policies being cancelled. (T. 160, L. 22-24.; T.37, L. 13-14)

10. In December of 2017, Mr. Fedder submitted an ERM-14 Form to NCCI, which was rejected because the form was filed prior to the policy’s inception. Although this form was rejected, it stated that it was being submitted for, “sale, transfer or conveyance of an entity’s physical assets to another entity that takes over its operations.” Another ERM-14 was filed with NCCI in January of 2018, which described the transaction in the same way as the December 2017 submission. The December 2017 and January 2018 ERM-14’s both listed CENTURY’s physical address as 6901 Professional Parkway East, Suite 104, Sarasota, Florida, its phone number as (941) 907-4520, and its

website as ceopeo.com. (NYM, Ex. 11-12) The Section of the form requesting this same information for CEOHR was left blank, and no physical address or website was listed. In response to the January 2018 ERM-14, NCCI determined that CEOHR was not combinable with CENTURY and that CEOHR had insufficient premium to be considered for an experience rating. The experience rating modification factor for CENTURY was determined to be 1.26. (NYM, Ex. 5)

11. CENTURY's workers' compensation insurance policy covering only the remaining staffing clients was cancelled. Ms. Dockery wined down CENTURY, and CEOHR assumed CENTURY's lease. (T. 37, L. 13-14; T. 50, L. 9-15) Ms. Dockery took the role of a "controlling person" at CEOHR when she went to work as its Chief Operating Officer in January 2018. (T. 49, L. 8-10) In July of 2019, Mr. Fedder completed a third ERM-14 to determine the combinability of CEOHR1, Inc. and CEOHR2, Inc., and submitted it to NCCI. These new entities were created to protect risks in different states. The July 2019 ERM-14 listed CEOHR's physical address as 6901 Professional Parkway East, Suite 104, Sarasota, Florida, its phone number as (941) 907-4520, and its website as ceopeo.com—all of which had previously been identified as CENTURY's in previous ERM-14 filings, where CEOHR's had been left blank. (NYM Ex. 13) In response to the July 2019 ERM-14, NCCI assigned an experience modification rating of 0.83 to CEOHR via a letter dated August 1, 2019. (NYM, Ex. 6)

12. On November 8, 2019, NCCI superseded its original ruling and determined CEOHR and CENTURY are combinable for experience rating purposes. (NYM, Ex. 7) NCCI made its determination of combinability based upon Rule 3F. 1 and 2 of NCCI's Experience Rating Manual for Workers Compensation and Employers Liability (the "Experience Rating Manual"), as well as additional information provided to it from the carriers and other information. NCCI relied on, among other things, CEOHR taking over the physical address, phone number, and website of CENTURY. NCCI also noted that CEOHR and CENTURY shared clients. (NYM, Ex. 7)

13. On September 15, 2020, the FWCAB met to address whether NCCI's November 8, 2019, determination should be affirmed or whether NCCI should reinstate its January 15, 2018, determination. (NYM Ex. 1) On September 29, 2020, the FWCAB issued its Decision Notice, which affirmed NCCI's determination to combine the experience of CENTURY with the experience of CEOHR because "a material change in operations did not occur and that CEOHR still operates as a PEO." On October 23, 2020, CEOHR timely filed its "Petition for Formal Administrative Hearing" with the OFFICE for review of the decision by the FWCAB pursuant to Section 627.291(2), Florida Statutes. (NYM, Ex. 8)

14. At the Final Hearing, Mr. Fedder testified that he owns 100 percent of CEOHR, and Ms. Dockery owned 100 percent of CENTURY and that neither of them ever held any ownership interest in the other. (T. 31-32) Mr. Fedder stated that a change in operation took place and that CENTURY's payroll and loss experience should not be combined with CEOHR. Mr. Fedder claims he only hired 7 of CENTURY's 21 employees and that CEOHR took 1/3 of the book of business from CENTURY. Further, he stated CEOHR used new technology never utilized by CENTURY or any other in the PEO industry. Lastly, Mr. Fedder claims that CENTURY was a staffing company and a PEO, while CEOHR was strictly a PEO. (T.32, L. 2-10).

15. CEOHR also presented testimony from Paul Hughes who is a licensed insurance agent in the state of Florida. Mr. Hughes was offered as an expert in the differences between PEOs and staffing companies, as well as an expert in underwriting. Ruling was reserved on whether to accept Mr. Hughes' testimony as an expert or as a lay witness. Counsel failed to lay the proper foundation to show: (1) the testimony was based upon sufficient facts or data, (2) the testimony was the product of reliable principles and methods, and (3) the witness has applied the principles and methods reliably to the facts of the case. See Section 90.702, Florida Statutes (2020). Mr. Hughes' testimony does not qualify as an expert witness under Section 90.702, Florida Statutes. Insurance company personnel

undertake the task or process of underwriting. Insurance agents submit applications to the insurance carrier underwriter for acceptance or rejection. Mr. Hughes has not shown that he has experience in the acceptance or rejection of risks as an insurance company employee, and therefore cannot be an expert in underwriting. (T. 78, L20-25; T. 79, L. 1-4) The NCCI determination was based on the fact that a new entity was formed, “that acts as, or in effect is, a successor to another entity that has dissolved, is non-operative, or may continue to operate in a limited capacity.” He stated that he believed the experience for CENTURY was not combinable with CEOHR because CEOHR did not “take over” the operations of CENTURY. (T. 76, L. 15-25) Mr. Hughes’ testimony is considered that of a lay witness.

16. Mr. Dino Fabrizio also testified that he believes the experience for CENTURY and CEOHR are not combinable due to the material differences in exposure the two entities sought. (T. 99, L. 8-11). This is only one of the tests the NCCI uses to make their determination. (T. 99, L. 12-14) However, NCCI used a different test and did not make its determination based upon a material difference in exposure between CENTURY and CEOHR; rather, NCCI’s determination to combine the experience for CENTURY with CEOHR is predicated on the formation of a new entity that acts as, or in effect is, a successor to another entity that has dissolved, is non-operative, or continues to operate in a limited capacity. (NYM. Ex.10; NYM. Ex. 1; NYM Ex. 8)

17. Finally, CEOHR called Ms. Maureen Longanacre. Ms. Longanacre previously worked for NCCI handling premium disputes. NCCI terminated her employment in May of 2019. (T. 121, L. 1-2) CEOHR offered Ms. Longanacre as an expert in NCCI’s rules relating to combinability and experience modification. (T. 120, L. 10-14) Ms. Longanacre was offered as an expert witness, but ruling was reserved on whether to designate Ms. Longanacre as an expert. (T. 126, L. 20; T. 127, L. 1-6) CEOHR failed to lay the proper foundation to show: (1) the testimony was based upon sufficient facts or data, (2) the testimony was the product of reliable principles and methods, and (3) the witness

has applied the principles and methods reliably to the facts of the case. See Section 90.702, Florida Statutes (2020). Further, there was no clarification on the reason for Ms. Longanacre's termination, which presents a problem with conflict of interest or impartiality. Ms. Longanacre's testimony does not qualify as an expert witness under Section 90.702, Florida Statutes. As such, Ms. Longanacre's opinions qualify as a lay witness. Ms. Longanacre stated on direct examination that no change of ownership took place between CENTURY and CEOHR contemplated by Rule 3.C. Ms. Longanacre predicated her opinion on the fact that she claimed there was a material change in the operations between CENTURY and CEOHR. (T. 136, L. 25; T. 137, L. 1-9)

CONCLUSIONS OF LAW

18. The Office of Insurance Regulation ("OFFICE") has jurisdiction over the subject matter and parties hereto pursuant to Section 627.291(2), Florida Statutes, which provides:

As to workers' compensation and employer's liability insurances, every rating organization and every insurer which makes its own rates shall provide within this state reasonable means whereby any person aggrieved by the application of its rating system may be heard, in person or by his or her authorized representative, on his or her written request to review the manner in which such rating system has been applied in connection with the insurance afforded him or her. If the rating organization or insurer fails to grant or rejects such request within 30 days after it is made, the applicant may proceed in the same manner as if his or her application had been rejected. Any party affected by the action of such rating organization or insurer on such request may, within 30 days after written notice of such action, appeal to the office, which may affirm or reverse such action.

19. NCCI is the state-authorized ratemaking entity for workers' compensation insurance in Florida. Sections 627.211, 627.0645(4), and 627.091(4), Florida Statutes. NCCI develops and publishes workers' compensation occupational classifications, rules, rates and rating plan manuals. Sections 627.091(4) and 627.072, Florida Statutes and Rule 69O-189.016(2), Florida Administrative Code. Insurers that subscribe to NCCI rely on the manual of classifications, rules, rates, and rating plans that NCCI submits to the OFFICE for approval, unless the carrier requests and receives approval

for a deviation from NCCI standards. Section 627.211, Florida Statutes and Rules 690-189.016 and 690-189.004, Florida Administrative Code.

20. Premiums are computed based on NCCI's Basic Manual, Experience Rating Plan Manual and the employer's payroll; they are subject to audit to ensure that proper classifications, rates, and premium have been assigned. Sections 440.381, 440.105, and 440.107, Florida Statutes.; and Rule 690-189.003(4)(b)5, Florida Administrative Code.

Manual Rule 3F of the Experience Rating Plan Manual:

F. Evasion of Experience Rating Modification

1. Actions

Some employers may take actions for the purpose of avoiding an experience rating modification. Other employers may take actions for otherwise legitimate business reasons that nonetheless result in the improper application of an experience rating modification. Regardless of intent, any action that results in the miscalculation or misapplication of an experience rating modification determined in accordance with this Plan is prohibited. These actions include, but are not limited to:

- Failure to report changes in ownership according to Endorsement WC 00 04 14
- A change in ownership
- A change in combinability status
- Creation of a new entity
- Transfer of operations from one entity to another entity that is not combinable according to Rule 3-D
- Misrepresentation on audits or failure to cooperate with an audit

2. Rating Organization Responses

In such circumstances, the rating organization may obtain any information that indicates evasion or improper calculation or application of experience rating modifications due to actions included, but not limited to, those listed in Rule 3-F-1.

The rating organization will act to ensure the proper calculation and application of all current and preceding experience rating modifications impacted by these actions. This includes, but is not limited to the:

- Combination of experience according to Rules 3-D and 3-E-1
- Separation of experience according to Rules 3-D and 3-E-1
- Exclusion of experience according to Rule 3-E-1
- Continuation of experience according to Rules 3-E-1 and 3-E-2
- Issuance of experience rating modifications that were not originally

issued

- Revision and/or retraction of experience rating modifications

21. NEW YORK MARINE and SERVICE AMERICAN subscribe to NCCI and are subject to NCCI rules and regulations. Sections 627.191 and 627.211, Florida Statutes, and Rule 69O-189.003, Florida Administrative Code.

22. CEOHR is required to maintain workers' compensation insurance for all employees, pursuant to Section 440.10(1)(a), Florida Statutes.

23. Employers seeking workers' compensation insurance must complete a standard application in which they identify their business, provide rating information used in the past, and estimated payroll. Applicants also must list all employees by name and job title. Rule 69O-189.003, Florida Administrative Code.

24. Upon receipt of an ERM-14, according to NCCI rules, it is appropriate for the NCCI to research public and/or other available records to verify the provided information according to Rule 3.B. of the Experience Rating Plan Manual.

25. NCCI rules also allow the rating organization to revise or retract an experience rating modification in accordance with Rule 3.F.2 of the Experience Rating Plan Manual. In the present case, after receiving additional information from the carriers and other information, NCCI revised its initial decision and determined that CENTURY's experience should be combined with CEOHR's because a new entity was formed that acts as, or in effect is, a successor to another entity that either dissolved, is non-operative, or continues to operate in a limited capacity. Rule 3.C.1.a.(4) of the Experience Rating Plan Manual.

26. Grievances between insurers and workers' compensation policyholders are heard by the FWCAB, which receives administrative support from NCCI. Section 627.291(2), Florida Statutes. The board is comprised of 10 voting members representing insurance carriers, agents, private sector employers, and the Office of the Insurance Consumer Advocate. FWCAB members are authorized to

act collectively to maintain a uniform classification system. Sections 627.291(2) and 627.314, Florida Statutes [Appendix G of the NCCI Basic Manual outlines the dispute resolution process]. FWCAB decisions may be appealed to the OFFICE within 30 days of issuance; the OFFICE may affirm or reverse such decision, pursuant to Section 627.291, Florida Statutes.

27. CEOHR alleged that NCCI should exclude CENTURY's payroll and loss experience based on Rule 3.E.2. of the Experience Rating Plan Manual; however, the evidence presented shows that while there were changes which were made, there were not any material changes made. CENTURY was a PEO, and CEOHR is a PEO. Mr. Fedder and Ms. Dockery did not enter into any written agreement regarding the transfer of business, and Mr. Fedder did not compensate Ms. Dockery for this book of business. There was no change in operations sufficient enough to result in reclassification of the governing classification, and no change in process and hazard of the operations took place. See Rule 3.E.2. b. and c. of the Experience Rating Plan Manual. NCCI, therefore, correctly determined to combine the experience of CENTURY with the experience of CEOHR.

28. CEOHR has failed to show that NCCI improperly combined CENTURY with CEOHR for experience rating purposes.

29. Finally, CEOHR has requested by motion that the OFFICE award it attorney's fees; however, no statutory authority exists which authorizes the OFFICE to award attorney's fees in these matters.

RECOMMENDATION

WHEREFORE, based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby RECOMMENDED that the Florida Office of Insurance Regulation enter a Final Order AFFIRMING the determination of the Florida Workers' Compensation Appeals Board ("FWCAB") to uphold NCCI's determination to combine the experience of CEOHR and CENTURY for experience rating modification purposes pursuant to NCCI's Experience Rating Plan Manual. The undersigned Hearing Officer further recommends that NEW YORK MARINE AND GENERAL INSURANCE COMPANY, and SERVICE AMERICAN INDEMNITY COMPANY compute the premium for the policies disputed by CEOHR, INC, in a manner that is consistent with the FWCAB determination. Finally, the undersigned Hearing Officer recommends denying CEOHR's request to be awarded attorney's fees.

DATED and SIGNED this 20th day of June, 2022.

Courtney A. Colston-Hayes

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the persons listed below on this 20th day of June, 2022.

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