



2026 SPRING CONFERENCE

April 29 - May 01

JW Marriott, Nashville, TN

NASHVILLE

NY Labor Law, Trip 'N Falls & Residential Claims, Oh My!

A RICO Conspiracy Driven by Litigation Funding

April 29, 2026

What is NY Labor Law?

Why Does it Matter?

**Christopher Celentano, SVP, CTO
Claims – Sampo International**

Stephen Dzury, SVP Claims, Premia Re

Labor Law §240(1) – the “Scaffold
Law”

Labor Law §241(6)

Labor Law §200 – Common Law
Negligence

NY Labor Law Statutes

- Non-delegable duty **to protect workers from elevation related hazards**
- Absolute liability for injuries caused by the failure to provide safety devices
- Comparative negligence is not a defense

Labor Law §240(1) –
the “Scaffold Law”

NY Labor Law Statutes

- Non-delegable duty **to provide reasonable protection for workers, and to comply with specific safety regulations**
- There must be a violation of an Industrial Code
- Comparative negligence is a defense

Labor Law §241(6)

NY Labor Law Statutes

Labor Law §200 – Common Law Negligence

- Common law **duty to maintain a safe workplace**
- Claims for injury fall under two broad categories:
 - (1) Dangerous premises condition
 - (2) Injuries arising from how the work was performed

Video of Labor Law “Fall”

NY Sidewalk Statutes

Affirmative, non-delegable **duty on a landowner to maintain reasonably safe sidewalks**

Leases do not remove primary duty of care from landowner

NY City Administrative
Code § 7-210(a)

NY Sidewalk Statutes

Substantial defects:

- Missing or loose sidewalk flags
- Height differential of ½ inch or more
- Raised hardware of ½ inch or more
- Improper slope
- Snow and ice

NY City Administrative
Code § 19-152

Video of Sidewalk Trip

NY Ceiling Collapses

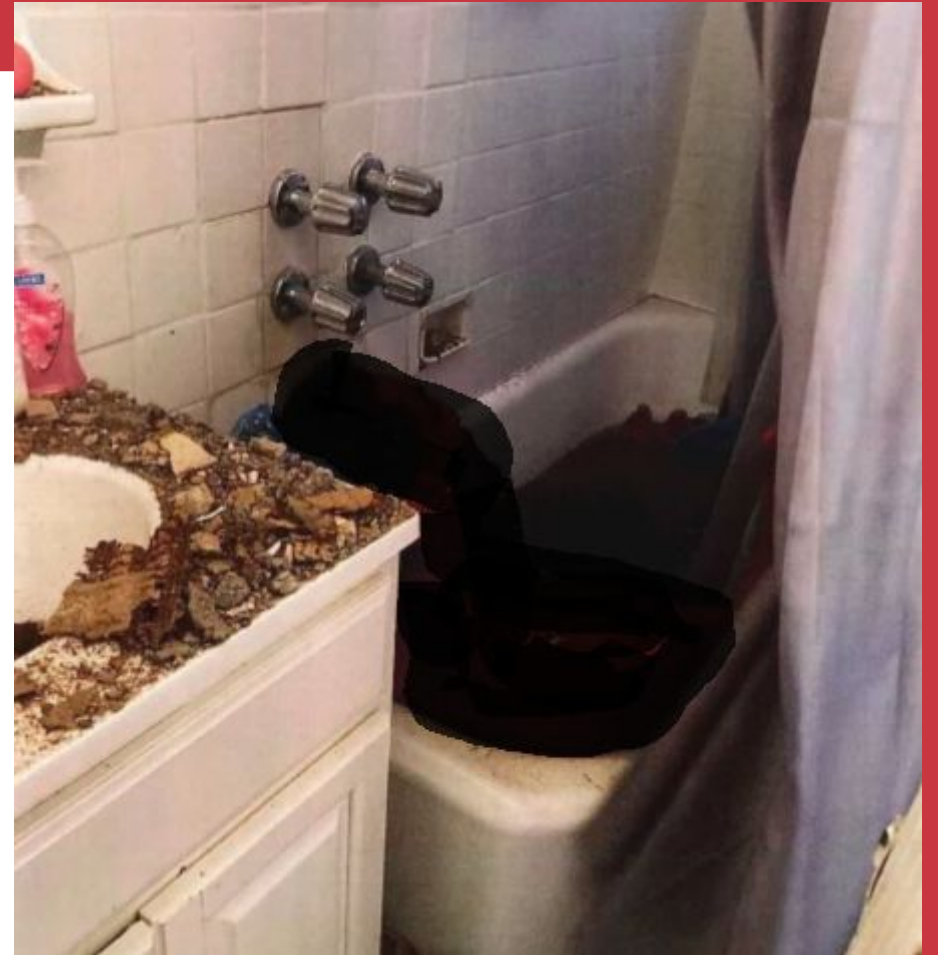
Liability

- Actual Notice vs Constructive Notice
- Negligence

Damages

- Injuries
- Causation

Negligence and Notice





Fraud and Staged Accidents in NY Construction

What are the Costs?

**Don Orlando, Director of Litigation
Tradesman Program Managers**

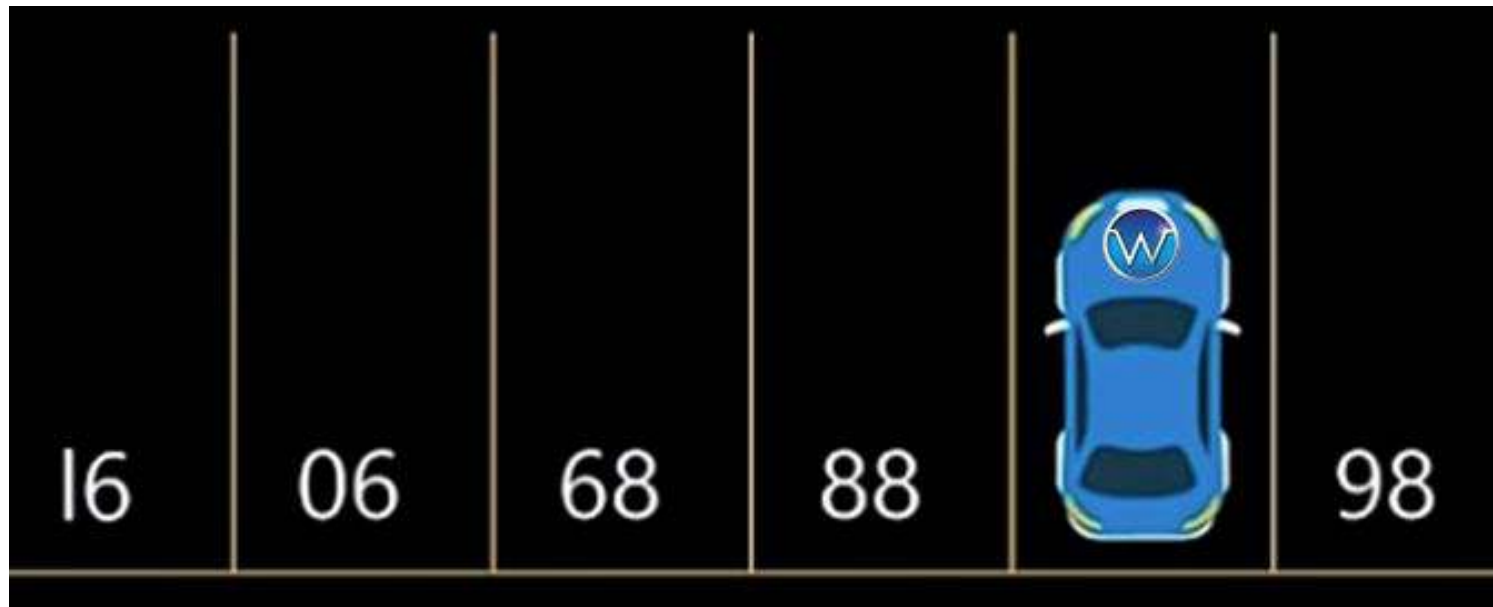
How Did We Get Here?

How Does RICO Help?
Who are the Four Horsemen of the RICO Apocalypse?

April 29, 2026
Kirk Willis, CEO
The Willis Law Group



WHAT IS THE **HIDDEN NUMBER** UNDER THE
CAR?



That Got Expensive, Fast!

A Third-Party Litigation Funding Example

April 29, 2026

Stephen Dzury, Premia Re US



IF YOU HAVE A CASE,
WE HAVE THE CASH.

CASECASH INC.
866.703.2274

Case Timeline

June 16, 2014

Plaintiff trips
and falls
on sidewalk

Dec. 11, 2015
Plaintiff obtains
\$28,000 in legal
funding from Case

Cash

Aug. 12, 2019
Plaintiff obtains an
additional \$48,500
in funding from

Case Cash

Nov. 23, 2015

Plaintiff files
suit

Dec. 15, 2015

Plaintiff
undergoes a
discectomy

Sept. 10, 2019

Plaintiff has lumbar
fusion

866.703.2274



Case Timeline (con't)

June 13, 2024

Case Cash sends letter to Plaintiff on Loan Payoffs

Jan. 16, 2025

PC states he needs to "make \$750K work with the lender"

Aug. 14, 2025

Defendants agree to settle for \$750,000

Sept. 5, 2025

PC requests trial adjournment due to recent settlement offer

July 13, 2024

Case Cash Loan Payoff: **\$1,419,364.44 Due**

Jan. 17, 2025

DC Email – PC advised court \$750,000 is minimum amount **CASE CASH** would consider to resolve on a 1/3, 1/3, 1/3 basis (Plaintiff, PC, and CC)

Aug. 18, 2025

DC seeks confirmation of settlement

CASECASH GP, LLC

TEL (866) 703-CASH (2274)
FAX (718) 237-4412

██████████ Attorney at Law
EMAIL: ██████████@yahoo.com

June 13, 2024

RE: ██████████
The cause of action arising from the injuries sustained in the accident which occurred on or about June 16, 2014, involving ██████████

Dear Sir/Madam,

As per your request, below please find the pay-off figures for the above-captioned funded client.

If your check in the amount of **\$1,419,364.44** is received on **July 13, 2024** we will accept as full and final payment for the legal funding issued to the aforementioned client. Upon collection of these funds, our lien and security interest in the proceeds of the case will be released.

The amount due is not inclusive of any additional funding(s) on, or after the date of this letter. If no additional fundings are provided, please be advised that the amount indicated will change on **July 13, 2024**. Therefore, please call our office for an updated payoff figure.

*Any payment received in amounts less than the Payment described herein or after the Payment Deadline, shall be **insufficient** to relieve the above-named parties of their obligations. In either circumstance, the above-named parties are directed to **immediately request an updated Payoff Letter.***

We remind you the check should be payable to **Case Cash GP, LLC** and sent to:

IF REPAYMENT IS SENT BY US MAIL EXCLUSIVELY:
*this address **does not** accept courier service deliveries

Case Cash GP, LLC
P.O. Box 205566
Dallas, TX 75320-5566

IF REPAYMENT IS SENT BY COURIER SERVICE ONLY (E.G., FEDEX, UPS ETC.)
*this address **does not** accept US Mail service deliveries

Lockbox Services – 205566
Case Cash GP, LLC
2975 Regent Blvd., Suite 100
Irving, TX 75063

If you have any questions about this matter, please feel free to contact us at the number listed. It was our pleasure to provide this service to your client. If we can be of help to any of your clients in the future, please do not hesitate to call us. Thank you.

Sincerely,
Katie Brandt
Vice President of Operations

FUNDING DATE	AMOUNT ADVANCED	PAYOFF	GOOD THRU
12/11/15	\$28,000.00	\$1,037,277.03	09/11/24
08/12/19	\$48,500.00	\$382,087.41	08/12/24
Total	\$76,500.00	\$1,419,364.44	

Case Cash Funding Letter

CASECASH GP, LLC

TEL (866) 703-CASH (2274)
FAX (718) 237-4412

██████████ Attorney at Law
EMAIL: ██████████@yahoo.com

June 13, 2024

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2 Loans –

\$28,000 – 12/11/15

\$48,500 – 8/12/2019

\$76,500 – Total

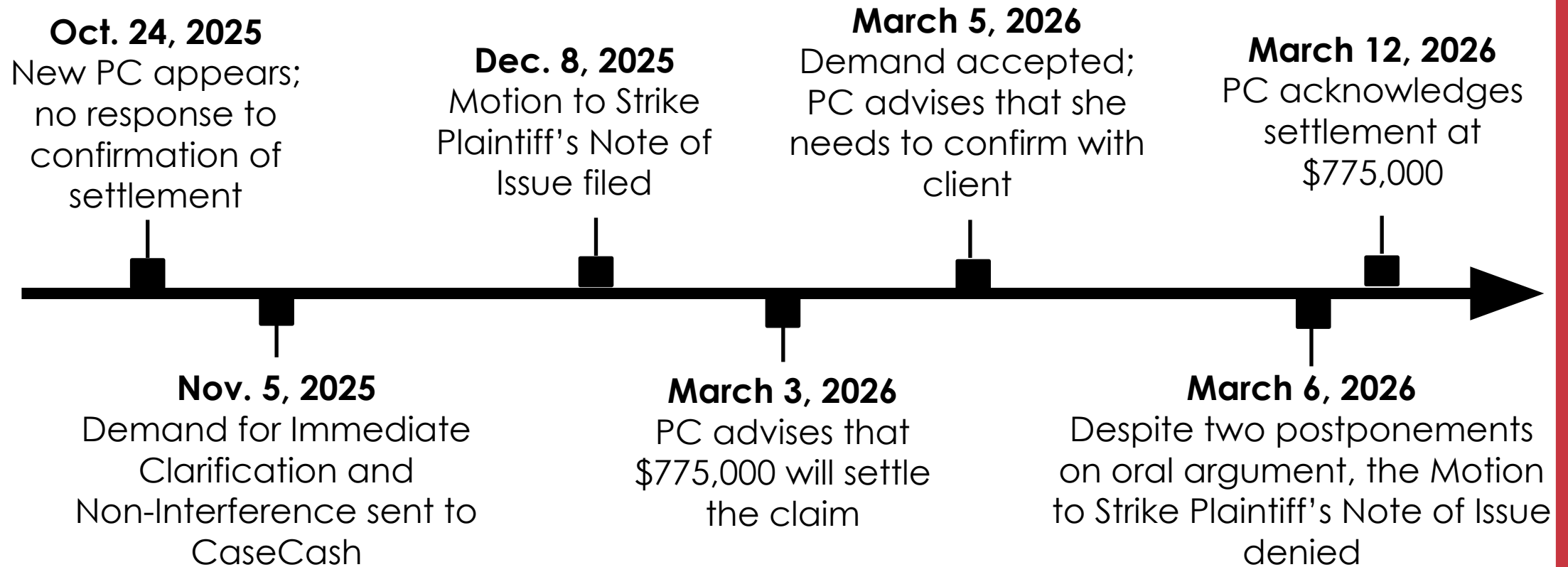
Effective Interest Rates:

\$28,000 – 51.2%

\$48,500 – 51.1%

FUNDING DATE	AMOUNT ADVANCED	PAYOFF	GOOD THRU
12/11/15	\$28,000.00	\$1,037,277.03	09/11/24
08/12/19	\$48,500.00	\$382,087.41	08/12/24
Total	\$76,500.00	\$1,419,364.44	

Case Timeline (con't)



CASECASH INC.

866.703.2274



WE HAVE THE CASH.

What's the Issue?

Takeaways

- Non-Recourse lender is not permitted to interfere, i.e., prevent settlement
- Plaintiff's counsel consistently in emails discussed getting the lender's approval to settle
- Final settlement of \$775,000, proposed by new plaintiff counsel and accepted by the defendants, still took over a week for final settlement confirmation

Risk Transfer in Construction Claims

Can Arbitration Play a Role?

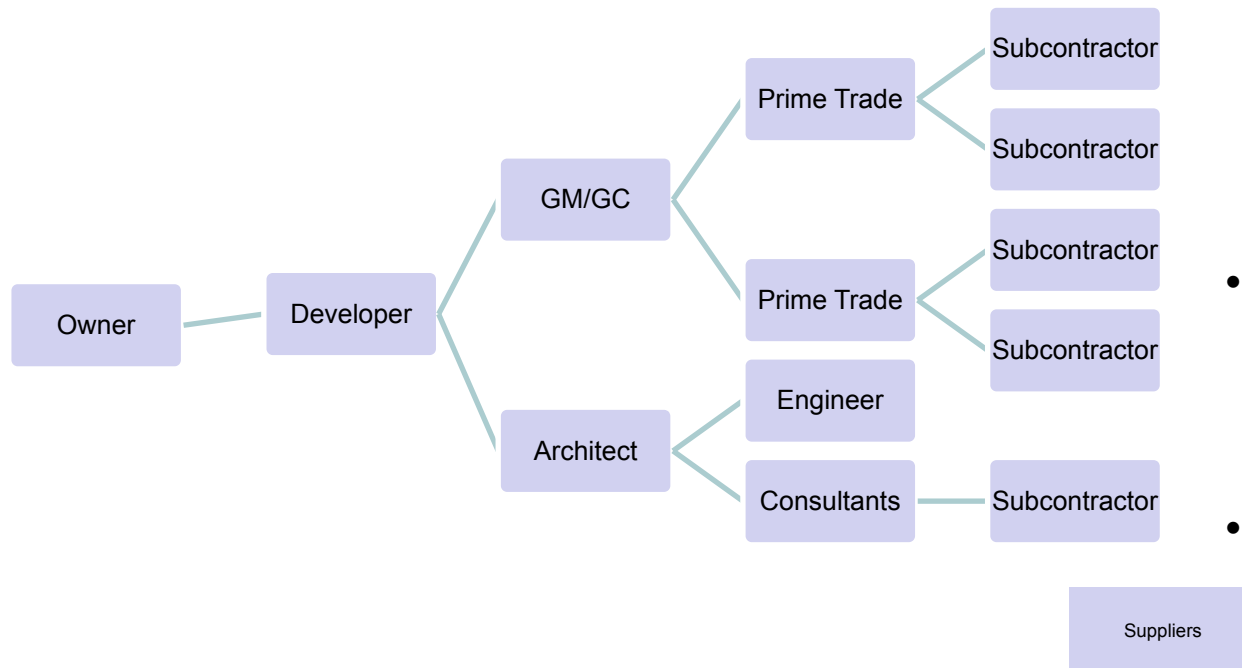
Christopher Celentano, Sompo
Stephen Dzury, Premia Re US
Daisy Khambatta, Kennedys



Risk Transfer

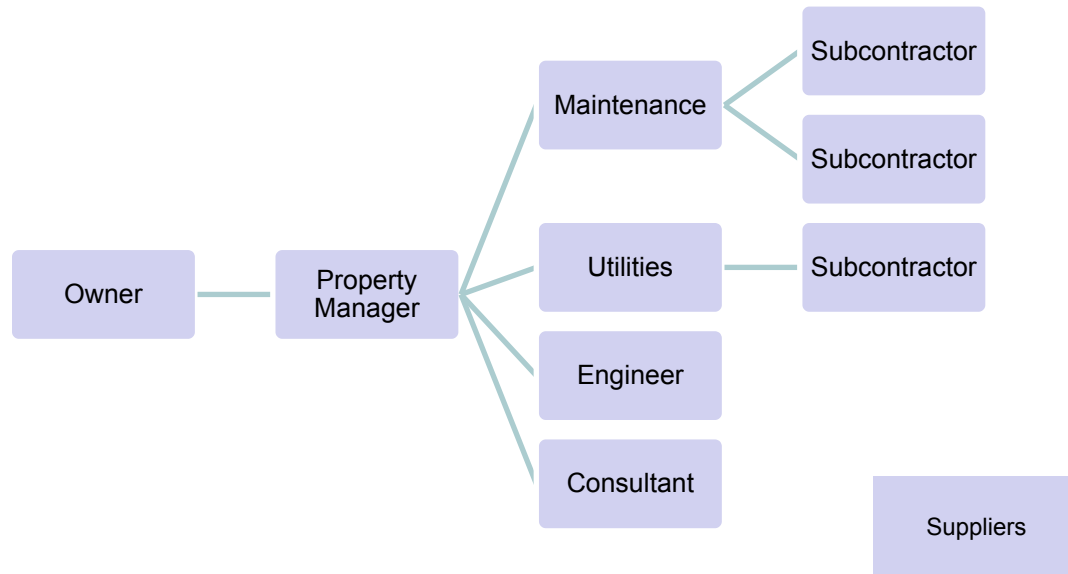
- Insurance is one method of risk transfer: the insurer takes on an obligation to defend and indemnify a named insured -- for specified risks, in certain circumstances, up to certain limits.
- Parties in complex commercial relationships may look to accomplish further risk transfer when they have the leverage to do so.
- Risk can be reallocated contractually to other parties, and sometimes – through those parties – to other parties' insurers.
- Risk may also be allocated to other parties' insurers directly through additional insured provisions.

Risk Transfer – Example (Construction)



- Vicarious Liability – upstream party liable for negligence of downstream party, based on upstream party's supposed supervision or control.
- Upstream Parties – Owner, Developer, General Contractor, Construction Manager
- Downstream Parties – Architect, Engineers, Consultants, Prime Trades, Subcontractors, Suppliers

Risk Transfer – Example (Property Mgmt)



- Vicarious Liability – upstream party liable for negligence of downstream party, based on upstream party's supposed supervision or control.
- Upstream Parties – Owner, Tenant, Property Manager
- Downstream Parties – Maintenance, Utilities, Engineers, Consultants, Subcontractors, Suppliers

Risk Transfer - Methods

Contractual Indemnification – *Risk Transfer Through Contract*

- Written agreement to defend, indemnify, and/or hold harmless.
- *Regardless of Insurance Coverage*

“Insured Contract” Exception – Coverage for Contractual Indemnification

- Insurer covers insured’s contractual obligations.
- This is an exception to the contractual liability exclusion.

Additional Insured Coverage – *Risk Transfer Through Insurance*

- Agreement to extend coverage to a third party under first named insured’s policy.
- This agreement is typically made via contract, but through its “Insurance” clause rather than its “Indemnification” clause.

Contractual Indemnification

- Is the loss related to named insured's work? (see contract language)
- Was the indemnitee negligent?
 - Are you in a state that precludes indemnity for a party's own negligence?
 - NY –Anti-Indemnity Statute: General Obligations Law §5-322.1
- Do you want to control the defense?
- Do you want to pay to defend the 3rd party action for contractual indemnity?

Contractual Indemnification

Contractual indemnification is NOT the same as additional insured coverage.

Parties may want BOTH contractual indemnification and additional insured status.

Additional Insured Coverage

- **Scheduled Additional Insured**
 - Names a specific entity as an additional insured
- **Blanket Additional Insured**
 - Provides that anyone will be an additional insured if certain conditions are met

Additional Insured Status

- Additional insured status is associated with general liability insurance policies that provide coverage to other individuals/groups that were not initially named.
- With an additional insured endorsement, the additional insured will be protected under the named insured's policy and can file a claim in the event that they are sued.

Common Law Indemnification

Common Law Indemnification Allowed if:

The injured worker sustained a “grave injury”

Employer is then not shielded by Section 11

To obtain common law indemnity, entity must be 100 percent free from liability

 Can be used when there's no indemnity contract, but the third party seeks contribution

Takeaways

- Success of Risk Transfer relies on contracts, policies, and carriers.
- Insureds are in control of the contracts they enter
- They can also leverage business relationships if third-party carriers are responding inappropriately.
- Prior to a claim, ensuring an insured has strong contracts and understands the risk transfer process can go a long way towards achieving transfer sooner.
- Owner/General Contractor brings in Employer for indemnity (common law and contractual).
- Additional insured coverage provides broader protection than indemnity alone.

Hypothetical 1

- BI to an EE of **Subcontractor A** on a construction site. **General Contractor** found strictly liable on summary judgment under NY Labor Law s240(1) for a fall from scaffolding at construction site.
- **General Contractor** impleads **Subcontractor A** and files cross claim against **Subcontractor B**.
- After trial, **Subcontractor A** is found to be 60% negligent, **Subcontractor B** is found 30% negligent, and **General Contractor** is found 10% negligent. Jury awards \$3 million.

Hypothetical 1

- **Subcontractor A** Agreement requires **Subcontractor A** to defend, indemnify, hold **General Contractor** harmless for any injury arising out of **Subcontractor A's** work. \$1m CGL policy, \$2m excess policy with employee exclusion.
- Subcontractor B Agreement requires **Subcontractor B** to defend, indemnify, hold **General Contractor** harmless for any injury arising out of **Subcontractor B's** work, "To the fullest extent permitted by law..." and limits indemnity "to the extent of **Subcontractor B's** liability." \$1M CGL, no excess policy.

POLLING QUESTIONS - 1

Does **Subcontractor A** owe an indemnity obligation to **General Contractor**?

- A. No, transfer of one's own liability is void as against public policy
- B. Depends on if the state recognizes joint and several liability
- C. Yes, the contract has "savings language", so **General Contractor** is entitled to a pass through to extent of **Subcontractor A's** liability

POLLING QUESTIONS - 1

How much can **General Contractor** recoup from **Subcontractor A's** insurers?

- A. \$3 million
- B. \$3 million, plus a share of defense costs
- C. \$1.8 million
- D. \$1 million, plus a share of defense costs

POLLING QUESTIONS - 1

Does **Subcontractor B** owe an indemnity obligation to **General Contractor**? If so, how much can **GC** recoup from B's insurer?

- A. No, transfer of liability is not available when under 50% liable
- B. Yes. \$100,000
- C. Yes. \$300,000
- D. Yes. \$300,000 plus share of defense costs

Hypothetical 2

- Same scenario – **Subcontractor A** is found to be 60% at fault, **Subcontractor B** is found to be 30% at fault, and **General Contractor** is found to be 10% at fault. \$3 million verdict.
- In addition to the **Subcontractor A** Agreement described in Hypothetical 1, the **Subcontractor A** Agreement also requires that **Subcontractor A** add **General Contractor** as an Additional Insured. Additionally, **Subcontractor A's** CGL policy has a Blanket Additional Insured Endorsement that reads:

Section II - Who Is An Insured is amended to include as an additional insured any person or organization whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" arising out of "your work" performed for that additional insured.

Hypothetical 2

- The **Subcontractor A** Excess policy follows form but also contains the following “Other Insurance” clause:

If other insurance applies to a loss that is also covered by this policy, this policy shall apply only as excess insurance, and the insurer shall have no obligation to share in defense costs or loss payments with any other insurer.

- **Subcontractor B's** agreement is slightly different, in that it is silent on whether or not **General Contractor** needs to be added as an Additional Insured. However, **Subcontractor B's** CGL policy has a Blanket Additional Insured Endorsement, which reads the same as the endorsement in **Subcontractor A's** CGL policy.

Polling Questions - 2

Is **General Contractor** an Additional Insured on **Subcontractor A's** CGL Policy and, if so, whether entitled to a defense?

- A. No, **General Contractor's** own liability bars A.I. coverage
- B. No, because **General Contractor** may be an A.I. under **Subcontractor B's** CGL policy
- C. Yes, because contract requires the **GC** to be an A.I. under **Subcontractor A's** CGL policy and, as A.I., is entitled to defense

Polling Questions - 2

How much indemnity can **General Contractor** recoup from **Subcontractor A's** insurers?

- A. \$1,800,000
- B. \$1,800,000 plus defense costs
- C. It depends on whether **Subcontractor B's** GCL policy provides A.I. coverage.
- D. \$1,000,000 plus defense costs

Polling Questions - 2

Is **General Contractor** an Additional Insured on **Subcontractor B's** CGL Policy?

- A. No, because the **General Contractor** is entitled to Contractual Indemnity from **Subcontractor A**
- B. Yes, **General Contractor** qualifies as an A.I. and is likely entitled to defense and indemnity
- C. No, because the **Subcontractor B** Agreement does not require the **General Contractor** to be added as an A.I.

Is There a Role for ARIAS Arbitrators?

Currently resolve through Declaratory Judgment actions taking years

Can arbitration help resolve the coverage and indemnity issues between the parties

Any Collateral Estoppel concerns?