

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF
INDUSTRIAL ACCIDENTS

BOARD NO. 028047-18 et.al.¹

Warren Burgess, et. al.
Marr Scaffolding, et. al.
Massachusetts Insurers Insolvency Fund
Workers' Compensation Trust Fund

Employee
Employer
Petitioner
Respondent

REVIEWING BOARD DECISION

(Judges Koziol, Fabricant and Long)

This case was heard by Administrative Judge Dooling.

APPEARANCES

Kurt M. Mullen, Esq., for the Massachusetts Insurers Insolvency Fund
Gregory P. Deschenes, Esq., for the Massachusetts Insurers Insolvency Fund
William A. Hanlon, Esq., for the Workers' Compensation Trust Fund
Janice M. Toole, Esq., for the Workers' Compensation Trust Fund

KOZIOL, J. The Massachusetts Insurers Insolvency Fund, (hereinafter MIIF), appeals from a decision denying and dismissing its claims for reimbursement from the Workers' Compensation Trust Fund, (hereinafter WCTF), for cost of living adjustments (hereinafter COLA) paid to the named injured employees or their spouses (hereinafter claimants). We affirm the judge's decision.

¹ In 2018, The Massachusetts Insurers Insolvency Fund filed eighty-nine third party claims against the Workers' Compensation Trust Fund, seeking reimbursement of cost of living adjustments paid to 89 named employees or their spouses. Rizzo v. M.B.T.A., 16 Mass. Workers' Comp. Rep. 160, 161 n. 3 (2002)(reviewing board may take judicial notice of the board file). For formatting purposes, the additional 88 cases are identified in the Appendix to this decision. Appendix A.

We briefly summarize the procedural history. All the named claimants were paid workers' compensation benefits by various insurers who subsequently became insolvent.² MIIF, a legal entity created by G.L. c. 175D, began paying the claimants' workers' compensation benefits after the insurers were declared insolvent. G.L. c. 175D, § 5(1)(a).³

At all times relevant to this action, the claimants received from MIIF, either permanent and total incapacity benefits, under G.L. c. 152, § 34A, or dependency benefits, under G.L. c. 152, § 31, as well as cost of living adjustments set forth in G.L. c. 152, §§ 34B. In March of 2015, MIIF submitted a claim for reimbursement from the WCTF for quarterly payments it made for the cost of living portion of the claimants' benefits under § 34B, for the prior eight quarters, from January 1, 2013 through December 31, 2014.⁴ (Dec. 5.) On August 1, 2016, the WCTF notified MIIF by letter,

² The parties stipulated that courts of competent jurisdiction determined the following insurers were insolvent and ordered their liquidation, effective on the following dates: 1. American Mutual Liability Insurance Company and American Mutual Insurance Company of Boston, March 9, 1989; 2. American Universal Insurance Company, January 8, 1991; 3. Western Employers Insurance Company, April 19, 1991; 4. United Community Insurance Company, July 7, 1994; 5. Reliance Insurance Company, October 3, 2001; 6. Home Insurance Company, June 13, 2003; 7. Shelby Insurance Company and Shelby Casualty Insurance Company, August 1, 2006; 8. Centennial Insurance Company, September 4, 2010; 9. Lumbermens Mutual Casualty Company, American Manufacturers Mutual Insurance Company and American Motorists Insurance Company (AMICO), May 10, 2013. (Dec. 1; Ex. 2, 2-12.)

³ Regarding workers' compensation claims, General Laws, Chapter 175D, § 5(1)(a) states in pertinent part:

(1) The Fund Shall:

- (a) be obligated to the extent of the covered claims against the insolvent insurer existing prior to the declaration of insolvency. . . .

⁴ General Laws, c. 152, § 34B(c), states, in pertinent part:

Any person receiving or entitled to receive benefits under the provisions of section thirty-one or section thirty-four A whose benefits are based on a date of personal injury at least twenty-four months prior to the review date shall have his weekly benefit adjusted, without application, in accordance with the following provisions;

. . . .

that it was denying that claim for COLA reimbursement.⁵ (Dec. 6.) MIIF submitted additional claims for reimbursement for COLA payments made during the quarters January 1, 2015 through September 30, 2020, all of which were denied by the WCTF. (Dec. 5-6; Ex. 2.) In 2018, MIIF filed the pending 89 third-party claims against the WCTF seeking reimbursement of the cost of living adjustments it paid pursuant to G.L. c. 152, §§ 34B and 65(2)(a). In November of 2018, following § 10A conferences, a different administrative judge denied all 89 claims and MIIF appealed. Rizzo, supra. Subsequently, the 89 matters were transferred to the present administrative judge for

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- (c) The supplemental benefits under this section shall be paid by the insurer concurrently with the base benefit. Insurers shall be entitled to quarterly reimbursements for supplemental benefits, pursuant to section sixty-five, for cases involving injuries that occurred on or before October first, nineteen hundred and eighty-six, and for those cases occurring thereafter, to the extent such supplemental benefits are due to the increase of greater than five percent in the average weekly wage in the commonwealth in any given year. No self-insurer, self-insurance group or municipality that has chosen non-participation in the assessments for funding such reimbursements pursuant to section sixty-five shall be entitled to such reimbursements.

General Laws, c. 152, § 65(2)(a) states in pertinent part:

- (2) There is hereby established a trust fund in the state treasury, known as the Workers' Compensation Trust Fund, the proceeds of which shall be used to pay or reimburse the following compensation: (a) reimbursement of adjustments to weekly compensation pursuant to section thirty-four B; . . . No reimbursements from the Workers' Compensation Trust Fund shall be made under clauses (a) . . . , to any non-insuring public employer, self-insurer or self-insurance group which has chosen not to participate in the fund as hereinafter provided.

⁵ In its initial denial of the COLA reimbursement requests, the WCTF cited as the reason for its denial, the decision in Home Insurance Co. v. Workers' Compensation Trust Fund, 88 Mass. App. Ct. 189 (2015), rev. den., 437 Mass. 1107 (2015) also stating:

The intent and purpose of the COLA statute is to partially reimburse insurers as part of a statutory scheme to ameliorate the increased risk and burden of a substantially greater wage or base benefit due an injured worker than that which was in effect during the contracted policy period. This statutory purpose is no longer applicable when an insurer becomes insolvent and MIIF commences payment of covered claims.

(R.A. 60-61.)

hearing. MIIF continues to pay COLA benefits under c. 152, § 34B, on behalf of claimants under the workers' compensation policies. (Dec. 6.) We note, however, that some of the named claimants, including Mr. Burgess, are deceased, (R.A. 53-54), and in those cases, MIIF has filed notices of termination of benefits. Rizzo, supra., DIA Form 107.

Upon the parties' request, the judge agreed to proceed at hearing by ruling on two threshold legal issues, and allowed their request to seek those rulings in only one case: Mr. Burgess' case was designated as the "test" case, and was bifurcated to address only those issues. (Dec. 3; Ex. 1.) The judge stayed the remaining 88 claims, and ordered, again in accordance with the parties' agreement, that "all rulings in the test case with respect to these issues will apply to MIIF's other claims for reimbursement of COLA payments that MIIF has made to individual [claimants]." (Ex. 1.)

The threshold legal issues, framed by the parties, are:

1. Whether [MIIF] steps into the shoes of the insolvent insurer under General Laws Chapter 175D, § 5 and therefore, qualifies as an 'insurer' for the purpose of recovering from the [WCTF] under [General Laws, Chapter] 152.
2. Whether [General Laws, Chapter] 152, § 65 limits COLA reimbursement to only those parties who collect and transmit assessments to the [WCTF].

(Dec. 3; Ex. 1; Tr. 4, 5-6, 7.) A hearing was held on November 4, 2022, at which time the judge entered the exhibits, including the parties' joint stipulation of facts, (Ex. 2), upon which the case was tried. The parties also submitted opening and closing briefs and the judge received oral arguments from the parties. (Tr. 1-30.)

The judge found that "American Mutual"⁶ was licensed to write, and did write, workers' compensation insurance policies in Massachusetts, insuring employers under

⁶ The parties and the judge referred to American Mutual Liability Insurance Company and American Mutual Insurance Company of Boston collectively as "American Mutual" and the workers' compensation policies at issue as "American Mutual WC Policies." (Dec. 3, 4; Ex. 2, 1, 2; R.A. 77, 78.)

Chapter 152. (Dec. 4.) The claimant, Mr. Burgess, sustained an industrial injury while working for Marr Scaffolding on September 6, 1966. (Dec. 9.) On the date of Mr. Burgess' injury, Marr Scaffolding was insured under a policy of workers' compensation insurance with American Mutual.⁷ (Dec. 9.) While it was solvent and writing policies for workers' compensation insurance under Chapter 152, American Mutual, "along with all other Massachusetts workers' compensation carriers," reported the assessment base for employers pursuant to § 65(3), and collected assessments from its policyholders and remitted them to the Department of Industrial Accidents, pursuant to § 65(5). (*Id.*; Ex. 2.) On or before its insolvency date, March 9, 1989, American Mutual stopped writing workers' compensation insurance policies under Chapter 152 and it stopped collecting assessments and remitting them to the WCTF.⁸

The judge discussed MIIF's involvement in this case, finding "when a Massachusetts insurer is deemed insolvent, MIIF steps in to pay claims arising under the

⁷ On appeal, the parties included in their Record Appendix, the May 20, 1999, hearing decision of Administrative Judge Daniel J. O'Shea, which states that Mr. Burgess and the insurer, identified therein as American Policyholders Liquidating Trust, stipulated that his date of injury was September 23, 1966. (R.A. 43-44.) MIIF states that decision "misidentified," "American Mutual" as "American Policyholders Liquidating Trust," but states nothing about the differing date of injury. (MIIF's br. at 7.) The 1999 hearing decision awarded Mr. Burgess § 34A permanent and total incapacity benefits from June 16, 1997, and continuing. (R.A. at 51.) We note that Mr. Burgess, unlike many of the other claimants, did not receive an award of § 34A benefits until ten years after the date the workers' compensation insurer, American Mutual, was declared insolvent. Thus, despite the fact MIIF was not a named party in the 1999 decision awarding Mr. Burgess § 34A benefits, the parties' stipulations in this case, and the judge's decision, (Dec. 9), indicate that from their inception, MIIF paid Mr. Burgess the §34A benefits awarded by that decision, and the resulting § 34B cost of living adjustments.

⁸ The judge found, and the parties stipulated that, "after March 9, 1989, but prior to the reimbursement requests at issue in this case, the WCTF reimbursed MIIF under § 34B for COLA payments it made." (Dec. 6.) In its argument before the judge, however, MIIF stated that "in the early 2000s," as a result of the Superior Court's decision in Massachusetts Insurers Insolvency Fund v. Buonopane, SUCV2002-0074 (Suffolk Sup. Ct., April 27, 2005)(R.A. 62-68), "the Insolvency Fund stopped submitting claims for COLA reimbursement from the Trust Fund" but that in 2012, it believed the legal "landscape had changed," leading to the present litigation. (Tr. 12-13). Thus, we are uncertain as to when the prior reimbursements were made, or the relevancy, if any, of the fact that they ever were made.

insolvent insurer's policies." (Dec. 9; Ex. 2 & 3.) MIIF is "a nonprofit unincorporated legal entity." G.L. c. 175D, § 3. The judge found that MIIF's "members include all Massachusetts licensed insurers." (Dec. 9, Ex. 2); See G.L. c. 175D, §§1(5)(defining "insurer"). MIIF obtains the funds necessary to pay claims on the insolvent insurers' workers' compensation policies, as well as the expenses for handling those claims, by assessing insurers that are licensed in the Commonwealth, and write the kinds of insurance to which Chapter 175D applies; which includes insurers writing "automobile insurance, homeowners' insurance, liability insurance and workers' compensation insurance." (Dec. 6, 7; Ex. 2) "Assessments for each insurer have been in the proportion that the net direct written premiums of the insurer for the calendar year preceding the assessment bore to the net direct written premiums of all insurers for the calendar year preceding the assessment. Such assessments were paid by the insurers against whom such assessments were made." (Dec. 6.) The parties stipulated and the judge found that in addition to those assessments, "MIIF may be required to make additional assessments against insurers for amounts necessary to pay obligations of MIIF under the WC Policies and the expenses of handling claims under such policies." (Dec. 7.) The judge also found that, "[p]ursuant to c. 175D, the insurers who paid the assessments referred to above were authorized to recover some or all such payments by increasing their rates and premiums for policies issued in Massachusetts, including automobile policies, homeowners' policies, liability policies and workers' compensation policies." (Dec. 7.)

The judge found that MIIF's present claim for reimbursement includes payments it made to claimants Alfred Berwick, Clarence Bouchard, Edwin Murphy, Daniel Panu, Peter Shemeth, and Douglas White, (Appendix A), all of whom "were included in a claim filed by Home in Home Insurance in Liquidation v. Workers' Compensation Trust Fund decided in 2012" but that "MIIF was not a party to that action." (Dec. 8.) The Home Insurance Company subsequently appealed to the reviewing board from the denial of its claim for COLA reimbursement, resulting in our decision in Panu v. Chrysler Motors Corp., 28 Mass. Workers' Comp. Rep. 91 (2014), which was further appealed by Home, ultimately resulting in the Massachusetts Appeals Court's decision in Home

Insurance Co. v. Workers Compensation Trust Fund, 88 Mass. App. Ct. 189 (2015), rev. denied, 473 Mass. 1107 (2015)(upholding board’s interpretation of G.L. c. 152, § 65 that Home was not entitled to COLA reimbursements from the trust fund once it no longer collected and transmitted assessments to the WCTF). The judge also found that “MIIF is not the legal successor to the Insolvent Insurers, but is deemed the insurer to the extent of its obligation on the covered claims and has all the rights, duties and obligations of the Insolvent Insurers to such extent pursuant to [G.L.] c. 175D, § 5(1)(b).” (Dec. 8.)

The judge addressed the first issue in dispute, noting MIIF conceded, “it does not fit the definition of ‘insurer’ contained in . . . G.L. c. 152, § 1(7)” and that it conceded that “no Massachusetts decision supports its position that they should be deemed an ‘insurer’ for the purpose of COLA reimbursement.” (Dec. 10.) The judge then determined that MIIF:

meets neither the definition of an “insurer” contemplated in both G.L. c. 152 and G.L. c. 175D, §1(5). The MIIF concedes in its brief that it is not an insurance company, reciprocal, or interinsurance exchange, which has contracted with an employer to pay the compensation provided for in G.L. c. 152. Further, the MIIF also does not fit squarely into the definition of “insurer” contained in its enabling statute G.L. c. 175D, §1. It does not write any kind of insurance to which c. 175D applies, does not engage in the exchange of reciprocal or interinsurance contracts, nor is the MIIF licensed to transact insurance in the Commonwealth. G.L. c. 175D, §1. When a statute is plain and unambiguous, courts must interpret it according to its ordinary meaning. *Commonwealth v. Russ R., a juvenile*, 433 Mass. 515, 520 (2001), *See also Commonwealth v. Brown*, 431 Mass. 772, 775 (2000), citing *Victor v. Commonwealth*, 423 Mass. 793, 794 (1996).

Accordingly, the MIIF is not an insurer for the purposes of recovering from the WCTF under G.L. c. 152.

(Dec. 11.) Having determined that MIIF is not an “insurer” for purposes of G.L. c. 152, § 34B, the judge went on to address the second issue raised by the parties, “[d]oes G.L. c. 152, § 65 limit COLA reimbursement to only those parties who collect and transmit assessments to the Trust Fund?” (Dec. 11-13.) The judge, concluded:

[even if] MIIF was to be considered an “insurer” for purposes of COLA Trust Fund reimbursements, their request for COLA reimbursements must be denied because the MIIF does not participate in the statutory construct of the Trust Fund found in G.L. c.152, specifically, the MIIF does not remit assessments to the Trust

Fund, and therefore is not entitled to benefits which flow from adherence to the statutory scheme. G.L. c. 152, § 65(2), G.L. c. 152, § 34B, (Exhibit 2).

(Dec. 12.) In denying and dismissing MIIF's claim, the judge cited to relevant caselaw, in particular, Home Insurance Co. v. Workers' Compensation Trust Fund, 88 Mass. App. Ct. 189 (2015), rev. denied, 473 Mass. 1107 (2015), as well as similar cases (Dec. 12), and reasoned:

The MIIF's position is that because it pays out COLA benefits it is entitled to reimbursements from the Trust Fund. (Exhibit 3). This position is contrary to the plain language of the relevant statutes, as well as legal precedent. Numerous Massachusetts decisions have recognized that to seek reimbursement from the Trust Fund, as a condition precedent, an insurer must collect and remit assessment[s] to the Trust Fund. The MIIF does not remit assessments to the Trust Fund.

(Dec. 13.)

MIIF advances 2 arguments on appeal. First, it argues the judge erred in ruling that it is not an "insurer" for purposes of Chapters 175D and 152, and by failing to address MIIF's argument that it is "deemed the insurer," pursuant to G.L. c. 175D, § 5(1)(b), and therefore entitled to reimbursement from the WCTF. Second, it argues that the judge erred in ruling that G.L. c. 152, § 65 requires an insurer to collect assessments in order to recover from the WCTF.

We begin by stating we agree with the judge's reasoning and see no error in the decision. We do not summarily affirm however, because the judge did not directly address MIIF's argument insofar as the "deemed the insurer" language of G.L. c. 175D, § 5(1)(b) is concerned. Nonetheless, we do not find that language helpful to MIIF's position, as the plain language of § 5(1)(b) leads to the same result reached by the judge. General Laws, Chapter 175D, § 5 discusses the "Powers and duties of the Fund," and §5(1)(b) states:

(1) The Fund shall:

(b) be deemed the insurer to the extent of its obligations on the covered claims and shall have all rights, duties and obligations of the insolvent insurer to such extent;

The statutory construct of Chapter 175D protects workers' compensation claimants such as Mr. Burgess by deeming MIIF the "insurer to the extent of its obligations on the covered claims," supra., but, absent statutory language to the contrary, it does not give MIIF more or different rights than those of the insolvent insurer. See, e.g., Pilon's Case, 69 Mass. App. Ct. 167, 172-173 (2007)(G.L. c. 175D, § 1[2] excludes from definition of "covered claim" any payment " 'for the benefit' of an insurer" and therefore prohibited direct or indirect reimbursement of an insurer for weekly workers' compensation benefits it made to claimant, where those benefits should have been paid by MIIF). In terms of reimbursement of COLA payments from the WCTF, MIIF points to no provision giving it more or different rights than those of the insolvent workers' compensation insurers, whose claims it is responsible for paying.

The parties stipulated that when all of the insolvent insurers involved in this action ceased writing policies insuring employers under Chapter 152, they also stopped collecting and transmitting assessments, and that this occurred prior to the date they were declared to be insolvent. (Ex. 2; MIIF's br. at 4-5.) In Home, the Massachusetts Appeals Court held that during Home's run-off period (pre-liquidation) it stopped collecting and remitting assessments, and that once it no longer collected and transmitted assessments to the WCTF, it no longer could seek reimbursement from the WCTF, thus affirming the board's interpretation of G.L. c. 152, § 65. Home, at 193. Indeed, as the judge found, some of the named claimants in Home are claimants in this action. (Dec. 8.) Home ceased the collection and transmittal of § 65 assessments, at the latest in 1997, but it did not enter liquidation until June 13, 2003. Panu, at 105-106. Where Home had no right to reimbursement for time periods when it did not collect and remit assessments, MIIF having "all rights, duties and obligations of the insolvent insurer to such extent" cannot receive a better result. Thus, even if MIIF were "deemed the insurer" it cannot recover from the WCTF for COLA reimbursement because it does not collect and transmit assessments to the WCTF. Home, supra. To the extent MIIF appears to argue it cannot be bound by the Home decision because it was not a party to the case, it cannot have its

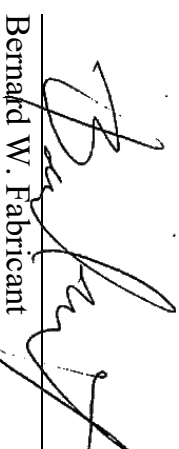
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cake and eat it too. If it is “deemed the insurer” it has only the rights that the “insurer” has, no more. Lastly, to the extent MIF argues that Home was incorrectly decided, we not only disagree, but note that we are bound to follow and apply the laws of the Commonwealth and Home is the law in this Commonwealth.⁹ Accordingly, finding no error in the judge’s decision, and for the reasons stated above, we affirm the decision denying and dismissing MIF’s request for reimbursement.

So ordered.



Catherine Watson Koziol
Administrative Law Judge



Bernard W. Fabricant
Administrative Law Judge



Martin J. Long
Administrative Law Judge

Filed: August 30, 2023

⁹ We additionally note that MIF filed an amicus brief with the Appeals Court in Home, thus, although it was not a named party to the case, we assume that its arguments were considered by the Court in reaching its decision.

APPENDIX A

	EMPLOYEE (OR SPOUSE) RECEIVING BENEFITS	DATE OF ACCIDENT	DIA NUMBER (BOARD NUMBER)
1.	Eugene (Linda) Ahearn	7/24/86	027881-18
2.	George Alexopoulos	12/20/76	027938-18
3.	Augustine Aliberti	6/16/91	027900-18
4.	Norman Allard	3/12/73	027885-18
5.	Francesco Andreottola	3/24/77	027934-18
6.	Maria Augusto	5/23/80	028003-18
7.	Paula Barry	5/20/91	027856-18
8.	John Beggs	11/01/85	027959-18
9.	Gregory Bell	9/15/88	032958-18
10.	Alfred Berwick	6/22/79	027865-18
11.	Clarence Bouchard	2/22/82	027868-18
12.	Ovidio (Ada) Bruschi	1/21/86	027843-18
13.	Joan Bury	5/26/77	027951-18
14.	Raymond Butler	7/10/73	027886-18
15.	Eleuterio Caban	2/23/70	027930-18
16.	Natale Caminiti	2/19/83	027859-18
17.	Priosco (Giovanna) Carpinito	7/26/62	027939-18
18.	Eleanor Cassamasse	5/08/73	027879-18
19.	William Chernicki	12/27/81	032961-18
20.	Anton Chichon	1/03/83	027896-18
21.	John Colasanti	6/18/85	027964-18

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22.	Herman Couto	12/16/77	027944-18
23.	Timothy Coyle	10/18/85	027846-18
24.	Joseph Czarniak	9/14/76	028103-18
25.	Ivan Czernow	8/27/79	027945-18
26.	Margaret Derienzo	6/30/80	028061-18
27.	Ronald Dezotell	12/17/80	027887-18
28.	Russell Drew	4/04/83	028039-18
29.	Anita Drumgoole	5/08/69	027857-18
30.	Edward Druyetis	1/07/77	027918-18
31.	Harold Dustin	1/17/79	027941-18
32.	Vernon Eisnor	1/12/72	028044-18
33.	Manuel (Anna) Fantasia	12/31/84	027852-18
34.	William Ferullo	3/01/72	028051-18
35.	Felix Flurry	11/05/76	027933-18
36.	Delevan Goodhue	4/19/91	027858-18
37.	Frank Grover	7/15/81	027935-18
38.	Frank Hambley	6/28/77	027937-18
39.	Allene Irvin	8/18/83	027889-18
40.	Kenneth Keehnle	6/30/83	027984-18
41.	Lewis Keller	8/10/73	027880-18
42.	Harold Knowlton	3/29/83	027942-18
43.	Edwin Krausa	11/16/79	027921-18
44.	Francis (Marie) Lapierre	3/29/84	027874-18
45.	Paul Largess	3/07/63	028006-18

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46.	Joseph Limone	4/07/80	027978-18
47.	Joan Lopes	5/24/84	027848-18
48.	James MacDonald	11/24/81	027947-18
49.	Lawrence Mahoney	7/16/84	027870-18
50.	Robert (Linda) Marconi	4/09/87	028026-18
51.	Percina Martins	12/13/82	027860-18
52.	Paul (Maria) Mastropieri	12/19/80	028009-18
53.	Edward Mayo	9/14/79	027878-18
54.	John (Rita) McLeod	8/25/75	027969-18
55.	Robert Meek	2/07/75	028031-18
56.	Nancy Minsk	12/26/76	028004-18
57.	Richard Montgomery	9/28/86	027862-18
58.	Janice Morin	3/17/78	027948-18
59.	Edwin Murphy	5/21/77	027871-18
60.	Joaquim Neto	11/01/83	027954-18
61.	Charles (Gerda) Neville	5/05/89	027854-18
62.	Daniel Panu	8/13/90	027873-18
63.	Michael Perno	4/16/90	027883-18
64.	Kenneth Potito	10/28/81	027989-18
65.	William Powers	9/11/84	027853-18
66.	Rocco Pucci	8/14/78	028037-18
67.	William (Bernadette) Richards	10/24/74	028056-18
68.	James Roberts	12/19/85	028021-18
69.	Louis Rodriguez	11/10/80	027994-18

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70.	Richard Russell	6/05/84	028015-18
71.	James Sarno	12/01/86	027855-18
72.	Giuseppe Scuderi	11/20/86	027940-18
73.	Peter Shemeth	8/18/89	027875-18
74.	John Silveira	9/18/79	027974-18
75.	Anthony Siracusa	11/26/64	027891-18
76.	Edmund Sousa	8/04/83	027915-18
77.	Donald Spindler	12/09/81	027909-18
78.	Herbert Stober	3/15/80	027943-18
79.	Carl Tedder	4/10/74	027906-18
80.	Leon Thompson	6/21/85	027990-18
81.	Richard Trembley	8/02/82	028016-18
82.	Priscilla Walker	3/10/83	028011-18
83.	James Ward	12/26/76	027845-18
84.	Roland (Janice) Warren	2/28/84	027950-18
85.	Alice Wentzell	3/14/77	027877-18
86.	Douglas White	12/27/78	027872-18
87.	John Withers	7/22/87	032959-18
88.	Ronald Young	1/08/82	027888-18