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DANIEL D'AMICO *v.* ACE FINANCIAL
SOLUTIONS, INC., ET AL.
(SC 18678)

Rogers, C. J., and Norcott, Palmer, Zarella and Bear, Js.

Argued January 4—officially released March 12, 2013

Jennifer B. Levine, with whom was *Harvey L. Levine*, for the appellant (plaintiff).

A. Richard Feldman, pro hac vice, with whom, on the brief, were *Philip T. Newbury, Jr.*, and *Jeffrey E. Potter*, for the appellee (named defendant).

Opinion

PER CURIAM. The plaintiff, Daniel D'Amico, appeals, upon our grant of his petition for certification,¹ from the judgment of the Appellate Court affirming the trial court's grant of summary judgment in favor of the named defendant, ACE Financial Solutions, Inc.² *D'Amico v. ACE Financial Solutions, Inc.*, 122 Conn. App. 230, 997 A.2d 642 (2010). On appeal, the plaintiff contends that the Appellate Court improperly concluded that the exclusionary provision of General Statutes § 31-284 (a),³ as construed by our decision in *DeOliveira v. Liberty Mutual Ins. Co.*, 273 Conn. 487, 870 A.2d 1066 (2005), barred the plaintiff's contract and tort claims⁴ arising from the handling of the plaintiff's workers' compensation claim by the defendant, an independent third party that had assumed responsibility for a number of state employees' workers' compensation claims pursuant to a loss portfolio arrangement.⁵ *D'Amico v. ACE Financial Solutions, Inc.*, supra, 231–33.

After examining the entire record on appeal and considering the briefs and oral arguments of the parties, we have determined that the appeal in this case should be dismissed on the ground that certification was improvidently granted.

The appeal is dismissed.

¹ We granted the plaintiff's petition for certification to appeal limited to the following issue: "Whether the Appellate Court properly concluded that the exclusionary provision in General Statutes § 31-284 (a) barring actions by employees against their employers in workers' compensation claims immunizes independent third parties?" *D'Amico v. ACE Financial Solutions, Inc.*, 298 Conn. 911, 4 A.3d 830 (2010).

² See footnote 5 of this opinion.

³ General Statutes § 31-284 (a) provides: "An employer who complies with the requirements of subsection (b) of this section shall not be liable for any action for damages on account of personal injury sustained by an employee arising out of and in the course of his employment or on account of death resulting from personal injury so sustained, but an employer shall secure compensation for his employees as provided under this chapter, except that compensation shall not be paid when the personal injury has been caused by the wilful and serious misconduct of the injured employee or by his intoxication. All rights and claims between an employer who complies with the requirements of subsection (b) of this section and employees, or any representatives or dependents of such employees, arising out of personal injury or death sustained in the course of employment are abolished other than rights and claims given by this chapter, provided nothing in this section shall prohibit any employee from securing, by agreement with his employer, additional compensation from his employer for the injury or from enforcing any agreement for additional compensation."

⁴ In his complaint against the defendant, the plaintiff alleged breach of contract, breach of the implied covenant of good faith and fair dealing, negligent and intentional infliction of emotional distress and violations of the Connecticut Unfair Insurance Practices Act, General Statutes § 38a-815 et seq. and the Connecticut Unfair Trade Practices Act, General Statutes § 42-110a et seq. See *D'Amico v. ACE Financial Solutions, Inc.*, supra, 122 Conn. App. 231.

⁵ Berkley Administrators of Connecticut (Berkley), who administered the workers' compensation claims as a third party administrator on the named defendant's behalf, was also named as a defendant in the plaintiff's complaint; the plaintiff asserted against Berkley claims of breach of the implied covenant of good faith and fair dealing, negligent and intentional infliction of emotional distress and violations of Connecticut Unfair Insurance Practices Act and the Connecticut Unfair Trade Practices Act. See footnote 4

of this opinion; *D'Amico v. ACE Financial Solutions, Inc.*, supra, 122 Conn. App. 233. Thereafter, the trial court granted Berkley's motion for summary judgment, and the plaintiff appealed to the Appellate Court. That appeal was then transferred to this court pursuant to Practice Book § 65-1 and consolidated with this certified appeal for purposes of oral argument and decision as docket number SC 18795. We, however, subsequently granted Berkley's motion and dismissed that appeal pursuant to Practice Book § 85-1, prior to the argument of this certified appeal.
