CASE NO. 5795 CRB-4-12-11 : COMPENSATION REVIEW BOARD
CLAIM NO. 400081442

JUAN MORENO
CLAIMANT-APPELLEE : WORKERS' COMPENSATION COMMISSION

v.

: OCTOBER 8, 2013

CABLEVISION SYSTEMS CORPORATION
EMPLOYER

and

CHARTIS CLAIMS, INC./ESIS
INSURER
RESPONDENTS-APPELLANTS

and

SECOND INJURY FUND
RESPONDENT-APPELLEE

APPEARANCES:

The claimant was represented by Laura Ondrush, Esq., The Dodd Law Firm, LLC, Ten Corporate Center, 1781 Highland Avenue, Suite 105, Cheshire, CT 06410.

The respondents-appellants were represented by Colette S. Griffin, Esq., Howd & Ludorf, 65 Wethersfield Avenue, Hartford, CT 06114-1190.

The respondent Second Injury Fund was represented by Richard Hine, Esq., Assistant Attorney General, Office of the Attorney General, 55 Elm Street, Hartford, CT 06141-0120.

This Petition for Review from the October 19, 2012 Finding and Decision of the Commissioner acting for the Fifth District was heard April 26, 2013 before a Compensation Review Board panel consisting of the Commission Chairman John A. Mastropietro and Commissioners Peter C. Mlynarczyk and Daniel E. Dilzer.

OPINION

JOHN A. MASTROPIETRO, CHAIRMAN. The respondents Cablevision Systems Corporation ("Cablevision") and Chartis Claims, Inc., have appealed from a Finding and Decision deeming Cablevision liable for the claimant's injury in this case based on the provisions of § 31-291 C.G.S. They argue that the trial commissioner lacked a sufficient basis to find Cablevision liable for this injury as a "principal employer." They also argue the commissioner should not have looked beyond an unsigned stipulation of facts in his consideration of this claim. We affirm the trial commissioner on the issue of consideration of additional evidence beyond the unsigned stipulation. On the issue of whether Cablevision should be adjudged liable as a principal employer, we are satisified that the totality of the evidence presented to the trial commissioner demonstrates Cablevision exercised sufficient control over the workplace to meet the requisite standards under § 31-291 C.G.S.[1] Therefore, we affirm the Finding and Decision.

The commissioner reached the following factual findings at the conclusion of the formal hearing. The commissioner took notice of prior proceedings, including a prior

[1] This statute reads as follows:
Sec. 31-291. Principal employer, contractor and subcontractor. When any principal employer procures any work to be done wholly or in part for him by a contractor, or through him by a subcontractor, and the work so procured to be done is a part or process in the trade or business of such principal employer, and is performed in, on or about premises under his control, such principal employer shall be liable to pay all compensation under this chapter to the same extent as if the work were done without the intervention of such contractor or subcontractor. The provisions of this section shall not extend immunity to any principal employer from a civil action brought by an injured employee or his dependent under the provisions of section 31-293 to recover damages resulting from personal injury or wrongful death occurring on or after May 28, 1988, unless such principal employer has paid compensation benefits under this chapter to such injured employee or his dependent for the injury or death which is the subject of the action.

formal hearing. The commissioner admitted the aforementioned stipulation as evidence, but noted that counsel for the Second Injury Fund ("the Fund") specifically stated that he believed additional facts were necessary to be added to the record in order to render a fair judgment. Facts, ¶ D. The commissioner determined that the stipulation did not sufficiently address issues pertaining to § 31-291 C.G.S. Facts, ¶ E. The claimant testified that he worked for the respondent Star Digital Communications ("Star Digital") as a cable installation technician and he was injured on August 25, 2010, in the course of his employment, as a result of a falling ladder at an installation site. As a result of the falling ladder, the claimant sustained injuries to his head, neck, and back.

The trial commissioner also recounted the claimant's testimony as to his relationship with Cablevision, in which he said he sometimes had direct contact with that firm. He testified that occasionally Cablevision would dispatch him directly on his cell phone to perform extra jobs, and he also at times had to go directly to a Cablevision site to pick up wire, fittings, digital boxes, and other equipment when needed. The claimant testified that all dates and times for installation were controlled by Cablevision and that all work orders came from Cablevision. The work orders needed to be signed by the Cablevision customers once the job was completed. The work orders signed by the customers clearly identified the vendor as Cablevision. The claimant testified that any change in the work orders needed to be authorized directly by Cablevision and that Cablevision has employees that do the exact same job as the claimant. The claimant also testified that all of the material and equipment he used was owned by Cablevision.

The trial commissioner also heard testimony from John Fernandes, an employee of Cablevision, and from Cindi Lloyd, an employee of the Fund, who investigated this

matter. Ms. Lloyd testified and reported that Star Digital was a subcontractor authorized to install cable services on Cablevision's behalf and also testified that Star Digital did not have workers' compensation insurance coverage on or about August 25, 2010. She also testified that Star Digital, as the subcontractor, was provided on a daily basis the list of installations for Cablevision customers. The commissioner also noted that the official records of the Secretary of the State did not show a business registered in Connecticut for Star Digital.

Based on the foregoing factual basis, the trial commissioner found that the testimony of the claimant and that of Cindi Lloyd to be fully credible and persuasive. The commissioner did not find Mr. Fernandes' testimony to be persuasive. The commissioner found that Star Digital was uninsured for workers' compensation. The trial commissioner also found as facts the narrative the claimant testified to as to the level of interaction he had with Cablevision in performing his job; including the following findings, reaching the following factual conclusions.

15. I find that all work being performed by the claimant was controlled by Cablevision pursuant to the work orders issued by Cablevision.
16. I find that the claimant sometimes had direct contact with Cablevision.
17. I find that occasionally Cablevision would dispatch him directly on his cell phone to perform extra jobs, and he also at times had to go directly to a Cablevision site to pick up wire, fittings, digital boxes, and other equipment when needed.
18. I find that Cablevision has employees that do the exact same job as the claimant.
19. I find that all dates and times for installation were determined by Cablevision.
20. I find that all work orders came from Cablevision and needed to be signed by the Cablevision customers when the work was completed.
21. I find that the customers signed work orders that clearly identified the vendor as Cablevision.

22. I find that any change in the work orders needed to be authorized directly by Cablevision.

23. I find that all the material and equipment used by the claimant was owned by Cablevision.

The trial commissioner also reviewed the legal standards governing the principal employer statute and the relevant precedent interpreting this statute. He noted that "[u]nlike most cases in regard to C.G.S. § 31-291, this case is quite unique. The relationship between Cablevision and Star Digital is unique because Star Digital existed for one purpose, to serve Cablevision. Star Digital only did work for Cablevision. Both Cablevision and Star Digital had installers all doing the same work for the benefit of Cablevision." Conclusion, ¶ 3. The commissioner *cited* Labadie v. Norwalk Rehabiliation Services, 274 Conn. 219 (2005) as on point. Id. The commissioner further *cited* Grenier v. Grenier, 138 Conn. 569, 571 (1952) and Bogoratt v. Pratt & Whitney Aircraft Co., 114 Conn. 126, 136 (1932) as defining the test for determining when a contractor is a "principal employer." Conclusion, ¶ 4. The commissioner also *cited* Pelletier v. Sordoni/Skanska Construction Company, 264 Conn. 509, 520 (2003) as defining the purpose of the statute "[t]he purpose of the principal employer provision is to afford full protection to the workmen, by preventing the possibility of defeating the [Workers' Compensation] Act by hiring irresponsible contractors or subcontractors to carry out a part of the [principal] employer's work." Conclusion, ¶ 5.

The commissioner found that by hiring Star Digital, Cablevision retained an uninsured irresponsible contractor, Conclusion, ¶ 6, and the work that Cablevision hired Star Digital for was work that is a part or process in the trade or business of Cablevision. Conclusion, ¶ 9. The commissioner further found the work being done by the claimant

on the day of the injury was in, on, and about the premises under Cablevision's control. Conclusion, ¶ 10. The trial commissioner *cited* Mancini v. Bureau of Public Works, 167 Conn. 189, 199 (1974) and Alpha Crane Service, Inc. v. Capitol Crane Co., 6 Conn. App. 60, 73-74 (1986), *cert. denied*, 199 Conn. 808 (1986) as defining "control" for the purposes of the relevant statute. Conclusions, ¶¶ 12 and 13. Finding the elements of § 31-291 C.G.S. met by Cablevision, the trial commissioner found they were the claimant's principal employer, Conclusion, ¶ 7, and ordered them to pay the claimant any benefits he was entitled to under Chapter 568 for the August 25, 2010 accident.

The respondents filed a Motion to Correct seeking 30 different corrections to the Finding. Among the corrections were; to substitute findings that the trial commissioner was bound to confine his inquiry to those facts stipulated to in the unsigned stipulation, that the testimony of Mr. Fernandes should be incorporated into the decision and credited, that the claimant, and not Cablevision, owned the truck he was using at the time of the accident, and that Cablevision did not "control" the worksite and therefore could not be adjudged a principal employer. The trial commissioner granted two corrections in part, clarifying that the claimant was using his own truck at the time of the accident, and denied the balance of the Motion. The respondents have now pursued this appeal.

Cablevision's appeal reiterates the arguments it raised in the Motion to Correct. There are two general arguments presented that the appellants believe constitute reversible error. They argue that the trial commissioner should have relied in totality on the facts as presented in the unsigned stipulation, as they claim counsel for the Fund had verbally assented to this document prior to the formal hearing. They also argue that notwithstanding the legal precedent cited by the trial commissioner, the facts herein and

the precedent governing § 31-291 C.G.S. did not permit the trial commissioner to reach the conclusion that Cablevision "controlled" the premises where the claimant was injured.

On appeal, we generally extend deference to the decisions made by the trial commissioner. "As with any discretionary action of the trial court, appellate review requires every reasonable presumption in favor of the action, and the ultimate issue for us is whether the trial court could have reasonably concluded as it did." Daniels v. Alander, 268 Conn. 320, 330 (2004). This is particularly true for disputes concerning the conduct of hearings, Valiante v. Burns Construction Company, 5393 CRB-4-08-11 (October 15, 2009) and disputes over evidentiary rulings, Turrell v. State/DMHAS, 5640 CRB-8-11-3 (March 21, 2012), *aff'd,* 144 Conn. App. 834 (2013). The Compensation Review Board cannot retry the facts of the case and may only overturn the findings of the trial commissioner if they are without evidentiary support, contrary to the law, or based on unreasonable or impermissible factual inferences. Kish v. Nursing and Home Care, Inc., 248 Conn. 379 (1999) and Fair v. People's Savings Bank, 207 Conn. 535, 539 (1988).

We may deal with the initial issue regarding the decision to admit evidence beyond that contained in the unsigned stipulation (Respondent's Exhibit 1) in an expeditious fashion. Cablevision argues in its brief that "when informal settlements are achieved they are considered binding," Appellant's Brief, p. 17, *citing* Albert Mendel & Son, Inc. v. Krogh, 4 Conn. App. 117, 121 (1985). We note that this case did not deal with Chapter 568 at all, but involved the reinstatement of a cattle dealer's license. We further note that the agreement herein was not executed, and pursuant to our recent decision in Snyder v. Gladeview Healthcare Center, 5735 CRB-8-12-2 (February 27,

2013), the trial commissioner was under no obligation to give this agreement binding effect. The commissioner further cited a representation by counsel for the Fund at the formal hearing that they believed more evidence was necessary in addition to the submitted stipulation of facts. See Facts, ¶ D*, citing*, March 14, 2012 Transcript, pp. 6-7. We therefore disagree with Cablevision's characterization of Respondent's Exhibit 1 as "binding."

A trial commissioner has a great deal of discretion in his or her management of a workers' compensation hearing. This discretion is codified under § 31-298 C.G.S.[2] Recently, our Supreme Court restated the power of a trial commissioner to employ this statute to look beyond the terms of an agreement which purported to bind a litigant before this Commission. We look to the holding in Leonetti v. MacDermid, Inc., 5623 CRB-5-11-1 (March 19, 2012), *aff'd*, 310 Conn. 195 (2013). In Leonetti, supra, the respondent asserted that a severance agreement constituted a binding agreement resolving a pending workers' compensation claim. The trial commissioner rejected this argument and the Supreme Court upheld his authority to do so.

> General Statutes § 31-298 provides in relevant part the following guidance on the rules that govern commissioners in fulfilling their duty to examine all relevant facts in a particular case: ''In all cases and hearings under the provisions of this chapter, the commissioner shall proceed, so far as possible, in accordance with

[2] This statute reads as follows:

Sec. 31-298. Conduct of hearings. Both parties may appear at any hearing, either in person or by attorney or other accredited representative, and no formal pleadings shall be required, beyond any informal notices that the commission approves. In all cases and hearings under the provisions of this chapter, the commissioner shall proceed, so far as possible, in accordance with the rules of equity. He shall not be bound by the ordinary common law or statutory rules of evidence or procedure, but shall make inquiry, through oral testimony, deposition testimony or written and printed records, in a manner that is best calculated to ascertain the substantial rights of the parties and carry out the provisions and intent of this chapter.

> the rules of equity. He shall not be bound by the ordinary common law or statutory rules of evidence or procedure, but shall make inquiry, through oral testimony, deposition testimony or written and printed records, in a manner that is best calculated to ascertain the substantial rights of the parties and carry out the provisions and intent of this chapter. . . .''
>
> While ''[a] commissioner's evidentiary rulings, of course, must comport with the requirements of due process''; *Dzienkiewicz* v. *Dept. of Correction*, 291 Conn. 214, 221, 967 A.2d 1183 (2009); '''the commissioner has broader discretion over evidence than does a trial court.''' Id., quoting *Bidoae* v. *Hartford Golf Club*, 91 Conn. App. 470, 479, 881 A.2d 418, cert. denied, 276 Conn. 921, 888 A.2d 87 (2005), cert. denied, 547 U.S. 1112, 126 S. Ct. 1916, 164 L. Ed. 2d 665 (2006).

Id., at 212.

The trial commissioner determined that additional evidence, beyond the facts agreed on in Respondents' Exhibit 1, were necessary for the fair adjudication of this matter. The statute expressly permits the commissioner to obtain whatever evidence he or she deems necessary to adjudicate a dispute. We find Cablevision's claim that the trial commissioner committed reversible error in obtaining additional evidence unmeritorious.

The other issue where Cablevision asserts that reversible error occurred was in the trial commissioner's conclusion that Cablevision "controlled" the premises where the claimant was injured for the purposes of § 31-291 C.G.S. Cablevision asserts the only evidence before the commissioner reflected that Cablevision did not control the premises. They further argue that that case should be governed by our precedent in Brown v. Freedom Express Delivery, 4584 CRB-6-02-11 (November 14, 2003), where we did not extend liability under § 31-291 C.G.S. to a retail store that hired a contractor to deliver furniture.

This argument was challenged by the Fund. They argue that the precedent in Mancini, supra, stands for the proposition that the statutory language concerning injuries "in, on or about premises under his control" should be read in a broad enough fashion so as to encompass the claimant's injury in this case. The Fund further argues that Labadie, supra, stands for the proposition that when an employee is engaged in work that requires him or her to travel to various worksites during the business day, that injuries incurred while traveling between worksites are within the scope of Chapter 568. The Fund argues that as Cablevision employees injured in accidents off its premises would be covered under Chapter 568, the employees of Star Digital, which it views as a mere cat's paw of Cablevision, should be accorded similar coverage.

We are not persuaded by Cablevision's citation of Brown, supra. This case may in a superficial sense seem compelling, but the factual distinctions between that case and the present case are simply too material to give that decision binding effect. In Brown, the claimant was employed by a firm contracted by Filene's Home Store to deliver its furniture to a customer's private residence. Our panel determined that since Filene's had no legal or possessory interest in the premises where the injury occurred, the principal employer statute did not apply, noting ". . . . in this case Filene's had no right to enter the private residence or take any action there other than the one task of delivering the furniture." Id. The appellant in this case does have rights under the law to enter public and private property to advance its business interests, however. Cablevision is a "public service company" as defined under § 16-1(4) C.G.S. Pursuant to § 16-1(49) C.G.S., such firms may receive authorization from the Public Utilities Regulatory Authority to operate over public rights of ways within a designated franchise area. Such firms require the

approval of a certificate of public convenience and necessity from PURA in order to operate pursuant to § 16-331 C.G.S. This statute also governs standards for granting and renewal of a franchise to operate such services; and specifically references in subsection (d)(1) the operator's ability to properly operate its franchise as grounds for either renewing or terminating a cable TV franchise. This statute also grants cable TV franchises the right "to occupy public highways to the extent required to provide community antenna television system service."[3]

It is clear that Cablevision possesses some elements of "control" over its public rights of way in order to deliver telecommunications service to its customers. Cablevision, as do all firms in the cable television industry, also has some form of possessory and/or legal rights of ownership in the cables, modems, set-top boxes and other apparatus within the premises of its customers. These rights can be codified within the contract of service the customer has with Cablevision, or as was the case in Zhang v. Omnipoint Communications Enterprises, Inc., 272 Conn. 627 (2005), the rights of the telecommunications firm may be delineated in an easement or deed covenant encumbering the realty in question. This sort of "control" over a worksite is far more pervasive than a one-time only agreement by an ordinary private sector firm to have

[3] We note that in Mancini v. Bureau of Public Works, 167 Conn. 189 (1974), the factual basis in which the court found the defendant acted as a principal employer was as follows, "[t]he defendant was not only interested in laying the pipe, but also in the general safety of the area and in the correct performance of the work. The plans which are part of the contract depict a right-of-way for the defendant's sewer line which in part runs within the limits of the highway. The defendant secured a permit for this job from the state highway department. This permit gave the defendant the right to excavate in the public highway. The job site was within the limits of the public highway." Id., 200-201. In light of this precedent, we believe the various statutory rights or easements Cablevision possessed to operate its business over public roads and rights of way are a relevant issue as to whether the requisite level of "control" existed at the locus of the claimant's injury. We also note that in Mancini, the Supreme Court specifically limited the prior holding in Bates v. Connecticut Power Co., 130 Conn. 256 (1943), relied on by the appellants.

something delivered to a customer. Therefore, we distinguish Brown on the facts from the present case, which deals with a public utility.

The Fund cites Labadie, supra, as precedent supporting a broad concept of the definition of "control" of a work site. In that case, the claimant was a home health aide who was responsible for traveling to a number of different locations over public roads during a work day. We note that the daily work routine, of the claimant in this case, would closely approximate the routine of the claimant in Labadie, supra. In addition, we take notice that 21st Century technology has changed the nature of the workplace and the ability of a supervisor or a general contractor to exercise control over employees across a geographically unlimited area. We look to the scenario in American Car Rental v. Commissioner of Consumer Protection, 273 Conn. 296 (2005) where the Supreme Court dealt with the use of global positioning systems (GPS) in a rental car. In that case, a Connecticut firm used GPS to levy fines on car renters who exceeded speed limits while driving the leased vehicles. Id., 299. An employee with a smartphone and driving a GPS equipped vehicle will be accessible to a supervisor at all times, and the supervisor will have instantaneous knowledge of the employee's precise geographic location.

Therefore, we find that the concept of "control" of a worksite pursuant to this statute has been an elastic concept which has evolved over the years. A century ago when the predecessor statute to § 31-291 C.G.S. was first enacted, it was impossible to supervise and control a worksite without physically observing employees as they worked. This obviously imposed constraints on the physical dimensions of a worksite, and our precedent of that era such as Bates v. Connecticut Power Co., 130 Conn. 256 (1943)

reflected those facts. We must now apply the principal employer statute in a manner consistent with the technological realities of the 21st century.

We also note that even prior to the adoption of internet accessible mobile phones and GPS devices, the definition of "control" under the statute did not equate to the principal employer owning the worksite, or even having a permanent presence at the location. In Alpha Crane, supra, the Appellate Court found liability against the general contractor although the premises where the injury occurred was owned by UTC. "To say that the premises were owned by UTC, with access thereto limited by its security program, does not create a reasonable factual question concerning the area under Wetherell's control." Id., 74. The key question in Alpha Crane was whether the injury of the subcontractors' employee occurred within the "area of control" Wetherell possessed as a result of its contract with UTC. Id.

A similar analysis governed the ruling in Hebert v. RWA, Inc., 48 Conn. App. 449 (1998). In Hebert, the defendant had a contract which included having to put a roof on a restaurant. The claimant obtained a contract from the defendant for the roof work, and was injured doing this job. The defendant argues he could not be a principal employer as he did not own the premises, maintain a constant presence at the work site, or control the plaintiff's activities. This argument did not persuade the Appellate Court.

> "The evidence shows, however, that Hansen visited the work site daily, inspected the ongoing work and asked the plaintiff to address certain problem areas on the roof before proceeding. Hansen alone dealt with the owners of the premises and he was ultimately responsible to them for the satisfactory completion of the work. The record supports the commissioner's finding that Hansen was in control of the subject premises."

Id., 454.

We note that in the present case, Star Digital had no contact with the homeowner where the cable installation was to occur and the party responsible for satisfying the customer that work was completed was Cablevision. See Facts, ¶¶ V and W and Conclusion, ¶ 15. To that extent, Hebert is supportive of the trial commissioner's decision. Clearly, to the extent there was "control" of the worksite, where the claimant was injured, in this case, the party exercising the control was Cablevision, and not Star Digital.

A somewhat similar fact pattern was present in Samaoya v. Gallagher, 102 Conn. App. 670 (2007). The claimant fell off a ladder at a worksite while employed by a painting company, and he filed a claim against the general contractor. The general contractor disputed the finding that it "controlled" the worksite but the Appellate Court affirmed the finding by the trial commissioner in that case.

> In the present case, it reasonably may be inferred from the commissioner's factual findings that the defendant exercised the requisite control over the area in which the plaintiff was injured to qualify as a principal employer under § 31-291. As previously indicated, the commissioner found that the official town records listed Gallagher Construction as the general contractor. In addition, the commissioner credited the plaintiffs testimony that the defendant gave instructions concerning the painting work.

Id., 677.

The critical elements establishing control in Samoaya, for the purposes of § 31-291 C.G.S. liability, were directions from the defendant to the claimant as to the work to be performed, and documentation as to the defendant's right to control the premises. The trial commissioner clearly found, in the present case, that Cablevision directed the claimant to perform work on its equipment for the benefit of its customers. Conclusions,

¶¶ 15-17 and ¶¶ 19-22, would constitute a sufficient foundation to find that Cablevision "controlled" the work of the claimant herein in a manner akin to the directions the general contractor provided the claimant in Samaoya.[4]

We turn now to whether Cablevision "controlled" the worksite in a manner similar to the control the general contractor had over the locus of the injury in Samaoya. The trial commissioner concluded that Cablevision had such control. After reviewing the record, as well as the statutes that authorize the respondent to provide telecommunication services, we are satisfied that level of legal control is present. Section 16-331 C.G.S. and its coordinate statutes clearly provide a license or permit for Cablevision to make use of public streets to conduct their business. The record indicates the claimant was injured after removing a ladder from a parked truck. We find this situation indistinguishable from the situation in Mancini, supra, where the defendant was found to have control over a public street where the injury occurred.

Finally, we turn to the issue of Cablevision's use of an "irresponsible contractor" to perform its installation work. The trial commissioner found that Star Digital worked only for Cablevision and failed to maintain its legally required insurance coverage for its workers. Conclusions, ¶¶ 3 and 24. The circumstances herein are squarely within the type of unconscionable corporate behavior the Pelletier opinion denounced. Moreover, retaining an uninsured subcontractor to do what are essentially core functions of an

[4] While Cablevision challenges the factual foundation for these conclusions, we conclude they are the result of finding the claimant's testimony credible and persuasive and finding the testimony of the respondents' witness not persuasive. It is the prerogative of the trial commissioner to determine which witnesses are credible. See Brockenberry v. Thomas Deegan d/b/a Tom's Scrap Metal, Inc., 5429 CRB-5-09-2 (January 22, 2010), *aff'd*, 126 Conn. App. 902 (2011) (Per Curiam), *citing*, Burton v. Mottolese, 267 Conn. 1, 40 (2003). We cannot revisit a determination as to what evidence the trial commissioner concluded was more persuasive and probative. Arnott v. Taft Restaurant Ventures, LLC, 4932 CRB-7-05-3 (March 1, 2006).

ongoing business amounts to an artifice aimed at avoiding one's legal responsibility to insure workers.[5] As we held in Mankus v. Mankus, 4958 CRB-1-05-6 (August 22, 2006), *aff'd,* 107 Conn. App. 585 (2008), "[w]e do not condone the use of misrepresentation or artifice by either claimants or respondents in proceedings before this Commission."

"The purposes of the act [Chapter 568] itself are best served by allowing the remedial legislation a reasonable sphere of operation considering [its] purposes. . . . In [reservations] arising under workers' compensation law, we must resolve statutory ambiguities or lacunae in a manner which will further the remedial purpose of the act." Mello v. Big Y Foods, Inc., 265 Conn. 21, 26 (2003). The decision herein is supported by evidence the trial commissioner deemed probative.[6] The decision addresses the appropriate application of the principal employer statute given the recent technological revolution in the workplace. The decision is supportive of the remedial purpose of Chapter 568.

For all those reasons we affirm the Finding and Decision.

Commissioners Peter C. Mlynarczyk and Daniel E. Dilzer concur with this opinion.

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[5] We note that were Cablevision in this instance an individual, and not a corporation, a substantial factual basis would exist to impose liability on them as the "alter ego" of Star Digital. See Naples v. Keystone Building & Development Corp., 295 Conn. 214, 232-234 (2010) and Diaz v. Capital Improvement & Management, LLC, 5616 CRB-1-11-1 (January 12, 2012).

[6] The respondent filed a Motion to Correct in which the trial commissioner denied 28 of the 30 proposed corrections. Insofar as our review of the proposed corrections indicates the respondent was primarily engaged in an attempt "to have the commissioner conform his findings to the [respondent's] view of the facts," D'Amico v. Dept. of Correction, 73 Conn. App. 718, 728 (2002), *cert. denied*, 262 Conn. 933 (2003), we find no error in the trial commissioner's refusal to grant those corrections. "The [respondent] cannot expect the commissioner to substitute the [respondent's] conclusions for his own." Id.