CAIIA Status Report

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February 2018

## Workers' Comp Law with Anti-Fraud

## Credit to: Manning& Kass, Los Angeles, CA

Starting January 1, 2017, two Workers' Compensation anti-fraud provisions came into effect impacting the ability of medical providers charged or convicted of fraud-related offenses to collect on their liens. Shortly thereafter, the provisions were challenged by a medical provider in Federal Court alleging that the provisions failed to guarantee due process. In an effort to prevent an injunction curtailing the application of the antifraud provisions, California enacted AB 1422 clarifying the anti-fraud provisions. The Federal Court upheld the legality of the California anti-fraud provisions and added some limited notice and hearing requirements to guarantee due process to medical providers. Labor Code section 4615 as amended by Senate Bill 1160 and effective January 1, 2017, provided for an automatic stay of the adjudication of medical treatment and medical-legal liens of those providers charged with a fraud-related offense. The stay was to be in effect from the time the charges were filed until the disposition of the criminal proceedings.

On May 17, 2017, a charged medical provider challenged this legislation in Federal court claiming that a blanket automatic stay of all their liens would deprive medical providers charged yet not convicted of due process and hinder their ability to pay for counsel. (Vanguard Medical Management Billing, Inc., et al. v. Christine Baker et al., CV17-00965 (C.D.Cal., filed may 17, 2017).) The medical provider requested injunctive relief to stop the application of the automatic stay until the case was adjudicated. The Court issued a tentative decision in July 2017 upholding the legality of the anti-fraud provisions, but giving credence to the medical providers' argument that they were deprived of due process by their liens being automatically stayed without the possibility of a hearing.

On September 26, 2017, before the Court was to rule on the medical providers' request for injunctive relief, California enacted AB 1422, which will become effective on January 1, 2018. AB 1422 clarified the prior antifraud bills and attempted to ensure procedural due process in the application of the lien automatic stay by providing that the automatic stay does not preclude the Workers' Compensation Appeals Board from inquiring into and determining within a workers' compensation proceeding whether a lien is stayed or whether a lien claimant is controlled by a suspended or charged physician, practitioner, or provider.

On October 30, 2017, the Federal Court issued its final ruling on the medical provider request for injunctive relief. The Court denied the injunction upholding the legality of the anti-fraud provisions, but granted injunctive relief on procedural due process grounds on a very narrow issue: the stay needs to allow for basic notice and hearing requirements for procedural due process to exist.

Before the end of December, the Court is expected to rule on the exact wording of the injunctive relief, but the Court was clear that the relief will be narrow and targeted to satisfy the notice and hearing issues as to prevent an erroneous application of an automatic stay. More importantly, the anti-fraud provisions remain intact except for the newly added protections.

Published Monthly by
California Association of
Independent Insurance Adjusters

An Employer Organization of Independent Insurance Adjusters

Inside this issue…..



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Status Report Available

by Email and Web Only.

To add other insurance professionals to our e-mail list, please go to CAIIA. com or e-mail a request to statusreport@caiia.com.

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## *President's Message*

How do you stay positive in handling your claim load? Know your limits because sometimes you have to say no. It is not a very popular word, ask any two-year-old child. We are so connected with instant communication, there is no lag time to recover. Although you may feel otherwise, you are not alone nor the first to be overwhelmed. Know your strengths and organize your work load; multitasking is not all that efficient.

**Paul Camacho**

**CAIIA President**

Can you believe it is already February? Hopefully you have already received the invitation to join us at the April 6, 2018, CAIIA Mid-Term meeting in South Lake Tahoe. We have included a registration flyer in this Status Report so that you can register and join us. **Help us plan the future of our organization!**

Each month, I am asking a past CAIIA President to share their observations of this organization and their views of change. As you get to know some of our past leaders, it is interesting to see where they are now and their thoughts as the insurance industry evolves. Stay tuned to see who is next.

This month I have asked Sterrett Harper, who was the CAIIA president in 2001-2002, to write this month's President's message. Many of you know Sterrett, who is our Executive Director and editor of the Status Report. He is not shy of letting you know of any rule that you may have overlooked or time frame that you must meet. We appreciate his participation in the CAIIA. Sterrett is still active investigating and handling claims.

See you next month!

Paul Camacho

CAIIA President 2017-2018
**Paul Camacho**

***CAIIA President 2017-2018***

**Mission Adjusters**

**mail@missionadjusters.com**

Paul Camacho has graciously accepted the role to come back as President of our association for this year. I have been promoted to Executive Director, although I have been the acting Executive Director since approximately 2002 or 2003.

Paul asked that I do this month's President's Message, as a past President.

I have told each incoming President that the most difficult part of being the President of the CAIIA is doing the monthly President's letter for the Status Report. Paul was the first one to figure out how to make this a much easier job for himself. I also believe that was an excellent way to bring back some of the "old guard" and involve them a bit in the association.

In keeping with Peter Evans' thoughts about changes that have occurred over the last 15 years or so, I must admit that I find the hardest change for me to deal with to be the email system. It is now so easy for people to send an email for communication purposes. The second most interesting thing is the text messaging now done by so much of the population. I believe that there are many more emails to save to the file than there ever was U.S. mail that was delivered "back in the day."

Continued on page 3

## NEWS FOR OUR MEMBERS

**SAVE THE DATE**

**The CAIIA is proud to be exhibiting at or sponsoring the following upcoming events:**

| | |
|---|---|
| **March 6-7, 2018** | **Combined Claims Conference, Garden Grove, CA** |
| **April 6, 2018** | **CAIIA Mid-term, South Lake Tahoe** |

Continued from page 2

Although I find this difficult to review and maintain appropriate timeliness, I also believe that having the email system available has made it much better for maintaining time limits and appropriate communication with insureds, claimants, and witnesses.

I do not believe that there are as many "mom and pop" independent adjusting firms as there was at one time. It is my own opinion (of course my opinion and a nickel won't even get you a cup of coffee) that many more of these claims can be handled at the desk because of email and text messages being added as methods of communication. One of the changes I have had to implement is to remember who prefers what method of communication.

I have heard many times that many people believe that the only constants in the universe are death and taxes. I believe that it is really death and change (please give credit to my father, RIP).

Our association has gone through a lot of changes since I was president, also. We have gone completely to email delivery of the Status Report. Unfortunately, we have fewer members and I am sure we can expect more changes in the future.

So, what do you think has been the biggest change in your job over the last 5, 10, 20 or more years? Is that change a positive?

I remember Bill McKenzie of Walsh Adjusting stating at one point a few years ago that he was in the sunset of his career. Having said that, he is still out there working all the time and I now understand that statement. As I am riding off into the sunset, I would echo Peter Evans' thoughts that it still takes the personal touch, empathy, and knowledge to handle insurance claims.

Sterrett D. Harper

Executive Director

Past President 2001-2002

## *Potential Conflicts Do Not Trigger Right to Independent "Cumis" Counsel*

### *Credit : Haight, Brown & Bonesteel, Los Angeles, CA*

In *Centex Homes v. St. Paul Fire & Marine Ins. Co.* (No. C081266, filed 1/22/18), a California appeals court confirmed that an insured's speculation about possible or potential conflicts do not require appointment of independent "*Cumis*" counsel.

Centex was the developer of residential construction projects in Rocklin, California. Centex was sued for construction defects and tendered its defense to St. Paul, which insured one of the subcontractors. St. Paul agreed to defend Centex as an additional insured subject to a reservation of rights, including the right to deny coverage for claims not covered by St. Paul's policy; for claims of damage to the subcontractor's work; and for damage caused by the work of other subcontractors not insured by St. Paul. St. Paul also reserved its right to reimbursement for costs of defending uncovered claims. St. Paul then appointed counsel for Centex.

Centex cross-complained against its subcontractors, including St. Paul's named insured, for breach of contract, indemnity and contribution. Centex also included a cause of action for declaratory relief against St. Paul, alleging a right to independent "*Cumis*" counsel under Civil Code section 2860.

The court granted summary adjudication for St. Paul on the *Cumis* issue, holding that its reservation of rights did not create a conflict of interest and did not affect coverage issues that could be controlled by St. Paul's appointed defense counsel. St. Paul had presented evidence that the attorney was retained solely to represent Centex in defense of the homeowners' lawsuit, and did not represent Centex, St. Paul or the subcontractor for the Centex cross-claims. Additionally, the attorney testified that St. Paul did not limit or dictate his representation of Centex, or ask him to settle Centex's claims against the subcontractor. The court stated:

"St. Paul has also established that the other lawsuits and claims for reimbursement, subrogation, and contribution do not create a conflict of interest. St. Paul has retained separate counsel … to pursue its claims against Centex. [] Mr. Lee ... does not represent St. Paul." The court determined that under the circumstances Centex and the subcontractor had similar interests to limit liability and "St. Paul has successfully negated the existence of a conflict between Mr. Lee and Centex that would put 'appointed counsel in the position of having to choose which master to serve.'" The court went on: "The evidence clearly shows a conflict between St. Paul and Centex. It does not extend, however, to include Mr. Lee so as to invoke a triable issue regarding the appointment of independent counsel."

In affirming summary adjudication, the appeals court recited the propositions that not every reservation of rights requires independent counsel; the reservation of rights must assert factual or legal theories which undermine or are contrary to the positions to be asserted in the liability case; and there is no entitlement to independent counsel where the coverage issue is independent of, or extrinsic to, the issues in the underlying action.

Further, the *Centex* court rejected an argument that the controlling statute or case law support appointment of independent counsel when a reservation of rights poses a potential for conflicts. The court confirmed that a mere possibility of an unspecified conflict does not require independent counsel; the conflict must be significant, not merely theoretical, actual, not merely potential:

"To the extent *Cumis,* … suggests 'potential' conflicts or whenever the insurer has reserved its rights to deny coverage are sufficient to require appointment of independent counsel, we emphasize that section 2860 'clarifies and limits' the *Cumis* decision." The *Centex* court stated that "the reference in section 2860 to '*possible conflict*' is part of the statute's explanation that an insurer does not need to provide independent counsel after 'a conflict of interest arises' if 'at the time the insured is informed that a possible conflict may arise or does exist, the insured expressly waives, in writing, the right to independent counsel.'" (Citing Civ. Code, § 2860(a).) The court explained that Centex was misreading the statute: "Thus, the statute specifies there is a right to independent counsel when a conflict arises but reflects that this conflict may be waived either at the time it arose or before, when it was merely a possible conflict. The fact that an insured can waive a conflict when it is merely potential is separate from the articulation of when the right to independent counsel arises. With respect to when independent counsel is required, the statute states there must be a 'conflict' and not 'potential conflict.'"

The *Centex* court also rejected an argument that a *Cumis* conflict was established by virtue of Rules of Professional Conduct Rule 3-310(C)(1), which provides that an attorney shall not, without informed written consent: (1) Accept representation of more than one client in a matter when the interests of the clients potentially conflict; or (2) Accept or continue representation of clients whose interests actually conflict; or (3) Represent multiple clients where their interests in separate matters are adverse. While acknowledging that the *Cumis* decision found the Rules of Professional Conduct "correlative" of the insurer's duties with respect to independent counsel, the *Centex* court said that "the insurer and the insured are not necessarily both clients 'in a matter' as contemplated by rule 3-310(C)(1)." Further "subparagraph (C)(3) is not intended to apply with respect to the relationship between an insurer and a member when, in each matter, the insurer's interest is only as an indemnity provider and *not as a direct party to the action*."
The *Centex* court found further support in State Bar Opinion 1995-139, addressing an attorney's duties when he or she acts as insurance defense counsel and is hired by an insurer to represent the insured. In particular, the opinion stated that "while insurer is indeed a client

DOI Press Release

## Insurers to increase payments to wildfire survivors without itemization of possessions following Commissioner Jones' notice

*Insurers increasing amount of payout without itemization have 97 percent of total loss claims from 2017 wildfires*

**SACRAMENTO, Calif.** - Today Insurance Commissioner Dave Jones released the results of the formal notice he issued last month to all residential property insurers requesting they provide up to 100 percent of contents (personal property) coverage limits for fire survivors who experienced a total loss and relieve them from the requirement of providing a detailed home inventory.

"Many insurers have stepped up to do the right thing for policyholders by agreeing to my request and eliminating more red tape from the claim process," said Insurance Commissioner Dave Jones. "Increasing personal property payments for fire survivors who suffered a total loss is an important step in easing survivors' overwhelming burden and helping them move forward by eliminating or reducing the arduous burden of trying to create a detailed home inventory for every piece of personal property they owned and lost to the fire."

The insurers that agreed to Jones' request have 97 percent of the total-loss insurance claims for policyholders who experienced a residential loss. These insurers have agreed to increase their contents (personal property) payments beyond the 25 percent they already agreed to in response to Commissioner Jones' prior notice, which asked insurers to expedite claims payments.

In response to Commissioner Jones' latest formal request insurers have agreed to make payments, without an inventory, ranging from 50 percent up to 100 percent of contents coverage limits, with many insurers agreeing to at least 75 percent or even 100 percent.

The amount of contents coverage varies among insurers, as the law does not require uniformity of contents coverage. This means even if the insurer provides a higher percentage of payout without an inventory, the amount paid to the policyholder may actually be lower than the payout from an insurer with a lower threshold for payout without an inventory, due to the insurer's lower contents limits.

Conversely, a policyholder whose insurer provides a lower percentage of payout may receive a higher claim payment due to the insurer's higher contents limits. For this reason, it is difficult to compare one insurer's threshold for waiver to another insurer's threshold for waiver.

The department has requested each insurer immediately notify their insureds of the new amounts they will provide, without inventory, and the terms and exceptions. Several insurers have already done this or are in the process of sending these notifications.

The department advises wildfire survivors, if they have not been notified by their insurer or if they have further questions, to contact the department. Wildfire survivors should contact their insurance company to determine the specifics of its waiver of the inventory in relation to the policyholder.

Commissioner Jones continues to urge all insurers to waive the inventory requirement. While Jones requested all carriers accommodate their insureds and his request by paying up to 100 percent of personal property limits without requiring a complete inventory list, the Legislature has not passed a law requiring insurers to waive the inventory or giving the insurance commissioner the authority to order a waiver.

Continued from page 4

In some respects—the ongoing relationship with the member, the payment of fees, etc.—it is a client whose rights under case law are clearly limited."

Interestingly, the *Centex* court never reached the question whether the facts might actually establish a conflict, blaming Centex for a lack of evidence. While mentioning causation as a possible issue that might be subject to control by defense counsel, the court found that Centex failed to meet its burden in opposing summary adjudication by merely citing to its own briefs and arguments, which had been deemed inadmissible by the trial court.

Finally, the *Centex* court said that St. Paul did not control both sides of litigation, because it had only appointed counsel to defend Centex in the liability action and not for the cross-complaint.

## Crossing The Line Of Duty
### *Credit : Tyson & Mendes, La Jolla, CA*

Should the owner of land abutting a public street be held responsible for a traffic collision between a motor vehicle and a jaywalking invitee? The California Supreme Court says no. On November 13, 2017, the Court issued a significant premises liability opinion overturning the Third District Court of Appeal and limiting the duty of commercial property owners who operate a business abutting a public street. (*Valisenko v. Grace Family Church* (11/13/17) WL 5243812). Specifically, the Court held a landowner does not have a duty to assist invitees in crossing a public street so long as the street's dangers are not obscured or magnified by some condition of the landowner's premises or by some action taken by the landowner. (*Id.* at p. 1). As set forth below, the key to the Court's holding is the proximity of the relationship between the landowner's conduct and the invitee's and who should as a matter of public policy ultimately bear the burden of preventing such accidents.

**FACTS**

Plaintiff Aleksandr Vasilenko was on his way to a church function when he was struck by a car as he crossed a public street between the main premises of defendant Grace Family Church (the Church) and an overflow parking lot. The Church was located in an unincorporated section of Sacramento County. The subject street, Marconi Avenue, was five lanes wide, with two lanes in each direction separated by a universal left turn lane. The nearest intersection was 50 to 100 feet east but there were no traffic signals or crosswalks at the intersection. The Church had an agreement to use the parking lot of a school across the street for overflow parking when the Church's main lot was full.

Mr. Vasilenko intended to attend a seminar at the Church on a rainy evening in November 2010. Upon arrival, a church member volunteering as a parking attendant, informed Mr. Vasilenko the main lot was full and told him to park in the lot across the street. The volunteer did not tell Mr. Vasilenko where to cross the street. The volunteer also did not tell Mr. Vasilenko the Church has posted crossing volunteers at the intersection of Marconi and Root Avenues. Plaintiff and two others attempted to cross in the middle of the block directly opposite the Church. Midway across, Plaintiff was struck and injured by an oncoming car.

**THE LAWSUIT**

Mr. Vasilenko and his wife sued the Church for negligence and loss of consortium. The gravamen of the Complaint was the Church created a foreseeable risk of injury by maintaining an overflow parking lot forcing invitees to cross Marconi Avenue and the Church was negligent in failing to protect against said risk. The Church's motion for summary judgment was granted on the ground it did not have a duty to assist plaintiff with crossing a public street it did not own, possess, or control. A divided panel of the Court of Appeal reversed and the Supreme Court granted review.

**DUTY ANALYSIS**

The Court focused its analysis on the first element of any negligence cause of action, duty of care. The general rule codified in Civil Code Section 1714(a) requires each person to exercise reasonable care for the safety of others. The Court then explained its role in creating an exception to the rule "only where clearly supported by public policy." (*Vasilenko*, WL 5243812, p. 2). The Court engages in an analysis of several factors when determining whether policy considerations warrant an exception. Those factors are set forth in the Court's opinion (*Rowland v. Christian* (1968) 69 Cal. 2d. 108). The Court surmised The *Rowland* factors fall into two categories. The first three factors – foreseeability, certainty, and the connection between plaintiff and defendant-address the foreseeability of the subject injury. The second set of factors—moral blame, preventing future harm, burden, and availability of insurance, take into account policy considerations.

Foreseeability

Noting the Church does not contest the injury suffered by Mr. *Vasilenko* was foreseeable, the Court found two of the three foreseeability factors, foreseeability of the harm and certainty, were present and support the finding of a duty. (*Vasilenko*, WL 5243812, p. 4). However, the Court focused its finding of no-duty on the third factor, the closeness of the connection between the defendant's conduct and the injury. (*Ibid.*). The Court stated this factor is strongly related to the question of foreseeability itself "**but also accounts for third-party or other intervening conduct**." (*Ibid.*, emphasis added). In weighing this factor, the Court distinguished between third party or intervening conduct which is *closely tied or derivative* of the defendant's conduct, which favors finding a duty, and conduct which is *independent* favoring no-duty.

In the present case, the Court found the accident resulted from the confluence of an invitee choosing to cross the street at a certain time and place and in a certain manner, and a driver approaching at that moment and failing to avoid a collision. (*Vasilenko*, *supra*, WL 5243812, p. 4).[1] The Court found the driver's conduct to be independent from the conduct of the landowner unless the landowner impaired the driver's ability to see and react to pedestrians. (*Ibid.*). Similarly, the Court also found the invitee's conduct to be independent unless the landowner impaired the invitee's ability to see and react to passing motorists. (*Ibid.*). Further, the Court stated **"the invitee's decision as to when, where, and how to cross is independent of the landowner's."** (*Ibid.*). Because the relationship between the conduct of the Church and Mr. Vasilenko was attenuated, the Court concluded the closeness factor weighs against finding a duty. (Ibid.).

Policy Considerations

Foreseeability alone is not sufficient to create an independent tort duty. The Court also weighs policy considerations such as prevention of future harm, moral blame, burden, and availability of insurance. Even when an injury is foreseeable, a duty of care will not be held to exist when the social utility of the activity is so great and the avoidance of injury is so burdensome to society, so as to "outweigh the compensatory and cost-internalization values of negligence liability." (*Vasilenko*, WL 5243812, p. 4).

Continued on page 7

**Continued from page 6**

**PREVENTION OF FUTURE HARM**

This policy is ordinarily served by allocating costs to those responsible for the injury and best suited to prevent it. (*Vasilenko*, WL 5243812, p. 4). But this policy may be outweighed when negligent conduct is approved of by laws or mores or when liability would be particularly onerous. (*Ibid.*). The Court found prevention of future harm in this case did not lie with the landowner but rather state or local authorities who have exclusive authority to install traffic control devices on public streets such as signs, pedestrian crosswalks, or traffic signals. (*Id.* at p. 5). Mr. Vasilenko argued landowners could warn of the danger of crossing the street by posting a sign. The Court rejected this argument because **"the danger posed by crossing a public street midblock is obvious, and ordinarily there is no duty to warn of obvious dangers."** (Ibid.).

**BURDEN**

The Court found the burden on landowners and the relative impact to the community to weigh in favor of finding no duty. (*Vasilenko*, WL 5243812, p. 7). The burden on landowners such as the Church to determine the relative safety of various parking lots and streets or to hire permanent crossing guards is great. *(Ibid.).* The impact to the community would also be great because commercial property owners would have little incentive to provide parking given the costs involved in preventing injury if such a duty were imposed them. (*Ibid.*).

**MORAL BLAME**

This factor was difficult for the Court to assess because of the limited summary judgment record. However, according to the record the Court did review, it did not find anything particularly blameworthy in the Church's conduct. (*Vasilenko*, WL 5243812, p. 7). The Court was unclear as to what effective and affordable ameliorative steps a landowner, such as the Church, could have undertaken. (*Ibid.*). Generally, moral blame is assigned to a defendant who exercises greater control over the risks where plaintiffs are powerless or unsophisticated. Here, the Court explained, **"the danger of crossing public streets is one that almost all adults encounter every day."** (*Ibid.*).

**INSURANCE**

In weighing the availability of insurance factor, the Court lacked sufficient information to determine one way or the other whether insurance was available to cover the injury. (*Vasilenko*, WL 5243812, p. 7). The Court acknowledged insurance could be available to the landowner, the invitee, or the driver. (*Ibid.*). However, the Court also noted insurance may not cover injury to a pedestrian if the pedestrian was at fault. (*Ibid.*).

**CONCLUSION AND TAKEAWAYS**

Although the Court found four of the seven *Rowland* factors pointed towards no duty, the key to its rationale in finding no duty was the remoteness of the injury to the landowner's conduct and the limited ability of the landowner to prevent future harm as compared to the ability of third parties, invitees and drivers to prevent injury. (*Vasilenko*, WL 5243812, p. 8). The Court distinguished other opinions which found duty involving dangerous conditions *on the defendant landowner's premises* that the landowner controlled. The Court also distinguished decisions finding duty where the landowner controlled the selection of the location of the relevant premises such as *Bonano v. Central Contra Costa Transit Authority* (2003) 30 Cal. 4th 139, involving a public bus stop, which in the Court's view, could *easily* have been moved to a less dangerous location. The Court's holding in *Vasilenko* represents a line beyond which the Court is not willing to go in terms of imposing a duty on a landowner to control traffic collisions on public streets. The holding is significant because the Court places the burden of preventing such accidents on the driver and the pedestrian invitee absent some affirmative act by the landowner which obstructs the driver and pedestrian from seeing each other.

[1]It was disputed whether Mr. Vasilenko was jaywalking in violation County Code Section 10.20.10 but the Court found the analysis did not turn on this issue because there is a foreseeable risk of injury whether or not the driver or the invitee is negligent.

# Combined Claims Conference Scholarship

## You're Invited!


**2018 COMBINED CLAIMS CONFERENCE**

**CCC BACK TO THE FUTURE**

*30th Anniversay Celebration*

**Hyatt Regency Orange County**

**March 6-7, 2018**

**What's the Combined Claims Conference (CCC)?**
The late Wm. H. King, Sr., founded the CCC in 1988 as a not-for-profit organization aimed at delivering quality education and training opportunities to those in the insurance industry at an affordable price. 30 years later, the CCC Committee continues the founding members' vision of providing outstanding sessions and continuing education to insurance professionals!

**What's a Scholarship?**
The CCC Committee is pleased to offer Conference Scholarships to the Insurance Professional. We are offering a limited number of one day and two day ***scholarships which cover the registration fee*** to attend the CCC. Scholarship passes include breakfast, breaks and lunch on the day(s) you are attending as well as admission to all sessions, continuing education credits and conference events (except the golf tournament).

**Who qualifies for a Scholarship Pass?**
Any individual employed by an insurance company, TPA, broker or public entity qualifies for the Scholarship Program: Managers, Supervisors, Adjusters, Appraisers, Risk Managers and Underwriters are welcome to submit applications.

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# CAIIA REGISTRATION FORM

## California Association of Independent Insurance Adjusters

MID-TERM BUSINESS MEETING—April 5-6, 2018

**Tahoe Resort Hotel, 4130 Lake Tahoe Blvd., South Lake Tahoe, CA 96150**

Call **1.800.988.9895** for Reservations under group code CAIIA.
**Rooms are subject to availability until March 6, 2018.**

Your Name _____ Spouse/Guest _____
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| EVENT | COST | #TICKETS | TOTAL PRICE |
|---|---|---|---|
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| **Non-Member** *Convention Package* (Includes Reception dinner, Continental Breakfast, CE Class/Lunch) | $ 175.00 | #_____ | $_____ |
| **Spouse/Guest** *fee* *Name*_____ ***(Reception dinner, breakfast)*** | $ 50.00 | #_____ | $_____ |
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| | | *Grand Total payable* | $_____ |

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**Please use PayPal to pay and email your completed registration form to**:

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|---|---|---|---|
| 04/05 – 6:30 P.M. | Welcome/Dinner | [ ] | [ ] |
| 04/06 -- 8:00 A.M. | Registration/Breakfast for hotel guests | [ ] | |
| 04/06 – 9:00 A.M. | Seminar (3 CE credits-Ethics) | [ ] | |
| 04/06 – 12:00 P.M. | Lunch | [ ] | |
| 04/06 – 1:00 P.M. | Business Meeting | [ ] | |

Paul Camacho
**Mission Adjusters**
**PO Box 18444**
**So. Lake Tahoe, CA 96151**

PAY with PayPal

***(*)*** ***Members only***

***1) Send a completed copy of this form paul@missionadjusters.com***

***2) Please indicate the date payment was made using PayPal*** _____