CAIIA Status Report

JUNE 2006

Legal Update

Submitted by Christopher P. d'Sa, Esq. M.S., Attorney at Law

California Supreme Court Grants Review in Important Case Concerning Bad Faith in Context of Uninsured/Underinsured Motorist Policies

Since the Supreme Court's unanimous grant of review in April 2006, the second appellate district's decision in *Reagan Wilson v. 21st Century Insurance Company* (2006) 38 Cal.Prtr.3d 514, is no longer citabel as legal authority/precedent. This case has important implications for insurance carriers and adjusters related to uninsured/underinsured motorist (UM/UIM) claims. Plaintiff was injured in 2000 by an intoxicated UIM. The liability of the UIM was undisputed, and the main issue was the extent of plaintiff's injuries. Plaintiff's injuries exceeded the UIM's limits and Plaintiff's made claim subject to an offset on his UIM policy issued through 21st Century. Plaintiff brought suit against 21st Century for breach of contract and bad faith based upon its allegedly unreasonable delay in paying the policy limits. The trial court granted 21st Century's motion for summary judgment in an action for breach of contract and tortious bad faith in adjusting Plaintiff's UIM claim. The appellate court 2nd District reversed and ruled that triable issues of fact existed as to whether 21st Century failed to thoroughly investigate and evaluate plaintiff's claim. The appellate court also ruled that plaintiff should have the opportunity to conduct discovery into 21st Century's use of the COLOSSUS computer software program and that when used properly, COLOSSUS may ensure that adjusters diligently evaluated their claims, thus reducing the carrier's exposure to bad faith liability.

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An Employer Organization of Independent Insurance Adjusters

Inside This Issue

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■ PRESIDENT'S MESSAGE

Last month I mentioned a claim that I was working on that started off very badly. The assured definitely had an attitude and his use of various four letter words was impressive.

The claim has been concluded and was denied by the carrier. This involved the theft of tools from the insured's business yard. There was no negligence on the part of the insured. There was forced entry through the gate as well as forced entry into two vehicles. It could not be shown where the insured was legally liable for his employees' tools. Of course this resulted in a colorful phone conversation between the insured and the agent.

I just received a thank you note from a Vice President of Claims who has been a great friend to our office for over thirty years. His son-in-law was in Fresno attending a Vail Training session and we had the opportunity to get together and have dinner. I was impressed with his eagerness to learn and willingness to want to find out more about this crazy business of insurance adjusting.

To this young man I pointed out one of the constants of our business is change. Any time you involve the human element in what appears to be a routine claim can turn complex. Such was the case of the business owner who was going to bully his way through the adjustment process. However, I impressed upon this young man that it does not matter what the demeanor of the individual is as long as that individual receives respect and proper claims handling.

By the time you read this message the recertification of the California Fair Claims Practice Regulations will have been completed as well as the Earth Quake Training Seminar known as SEED. Since the implementation of the regulations on January 15, 1994, the CAIIA has been privileged to certify and recertify thousands of adjusters and claims handling personnel throughout the state of California.

I would like to personally thank Peter Schifrin of Schifrin, Gagnon & Dickey, Inc. for an outstanding job in coordinating all seminars, preparation of certificates, quiz, time triggers, etc.

An outstanding effort was also put forth by Doug Jackson, Southwest Claims Service and Kevin Hansen, our legal council from McCormick, Barstow, Sheppard, Wayte & Carruth LLP, for the two presentations on the SEED program. There is tremendous time involvement and their efforts are indeed appreciated.

As we enter the summer months let us enjoy those claims that will be coming in as company representatives are enjoying their vacations.

Have fun doing your job!

STEVE WAKEFIELD
President - CAIIA 2005-2006

Weekly Law Resume

Prepared by Low, Ball & Lynch, Attorneys at Law

Duty of Care - Course and Scope of Employment

Jason Taylor v. Roseville Toyota, Inc., Court of Appeal, Third District - April 4, 2006

The interrelationship of the legal theories involving the course and scope of employment and permissive use of vehicles can become very complicated in settings where employees are allowed use of company cars. This case exemplifies that problem.

Derrick Lewis, an employee of Roseville Toyota, Inc., was driving a car owned by Roseville Toyota on a personal errand on his lunch break when he rear-ended a car stopped at a stop light. The driver and passenger of the car, Jason and Amy Taylor, sued Lewis and Roseville Toyota for personal injuries. A trial jury found that Lewis was negligent, and, while he was not acting within the scope of his employment, he was operating a company vehicle with permission at the time of the accident. Lewis and Roseville Toyota were found liable for $277,662 in damages.

Evidence at trial indicated that Roseville Toyota kept the keys to its vehicles in a central location that was attended by a key attendant. A written form had to be filled out whenever a vehicle was taken. Lewis was a detailer for Roseville Toyota, and part of his job involved moving vehicles and putting gas in them. However, the employees were prohibited from personal use of the company vehicles, and had to use the sign-out procedure when moving a vehicle. Lewis testified he told the attendant, when he took the Roseville Toyota vehicle out on the day of the accident, that he was going over to his mother's house. He was under the impression that, as long as he was given the key by the attendant, he had permission to use the company vehicle. The jury was instructed that Roseville Toyota could be liable if Lewis had permission to use the company vehicle. The jury was told that implied permission to use the vehicle could exist if the owner of the vehicle was an employer of the operator, if there was a custom or practice of allowing employees to use company-owned vehicles, and if the owner failed to monitor or supervise the use of the vehicles. Roseville Toyota appealed the judgment.

The Court of Appeal affirmed. Roseville Toyota primarily complained that the instruction given regarding failing to monitor or supervise the use of the vehicles was prejudicial in considering implied permission to use the vehicle. The Court of Appeal rejected this argument, finding support in prior cases which have found implied permission under such circumstances. The Court felt that a failure to monitor use of the vehicles could be a relevant factor for determining permission to use the vehicles. The Court indicated that an inference of permission arose by virtue of the employer-employee relationship, which the employer could overcome through other evidence. However, in evaluating all of the evidence, a jury was entitled to consider whether the owner monitored or supervised the use of the vehicles, such as by checking mileage and gasoline records, to determine if there had been personal use of the vehicle.

Further, there was sufficient evidence to support the verdict. Lewis was given permission by the employee supervising the vehicles to use the vehicle for a personal errand. While there was no evidence of actual authority to give such permission, there was sufficient evidence of ostensible authority for such permission. Ostensible authority arises where a third party believes an agent possesses authority due to the conduct of the employer. In this case, although Roseville Toyota had an elaborate procedure for keeping track of its vehicles, if the person supervising the keys gave an employee a key, that employee could reasonably believe, and a jury could find, that there was implied permission to use the vehicle. Although there was a company policy against personal use of the company vehicles, a jury could reasonably have believed that exceptions were made by the key attendant. Therefore, substantial evidence existed to support a finding that the key attendant had the authority to permit the use of a company vehicle for a personal errand. Given the inference of permission from the employer-employee relationship, the verdict was justified. The judgment was therefore affirmed in favor of the plaintiffs.

COMMENT

This case exemplifies the complicated issues that arise in permissive use questions when employees are allowed to use company automobiles. Given the inferences that exist in favor of permission, an employer must show a clear violation of established procedures to prevail.

Duty of Care - Homeowner Liability - Employee

Maria Dolores Ramirez, et al. v. Thomas Nelson, et al., Court of Appeal, Second District - April 18, 2006

Homeowner liability for injuries to workmen who are hired to work around the house can present some unusual legal problems. In this case, the Court held a criminal statute should have been applied to determine the liability of the homeowner.

Thomas and Vivian Nelson owned a home in Southern

Continued on page 4

Weekly Law Resume

Prepared by Low, Ball & Lynch, Attorneys at Law

Continued from page 3

California. They hired Julian Rodriguez to trim trees in their back yard. He arrived with a crew of four men, including Luis Flores. Luis Flores worked cutting a eucalyptus tree that was below high voltage electrical lines that ran above the tree. Flores was killed by electrocution. Rodriguez was an unlicensed tree trimmer and carried no worker's compensation insurance.

Maria Dolores Ramirez and Martin Flores, the parents of Luis Flores, filed an action for wrongful death against Mr. and Mrs. Nelson. The jury concluded the homeowners were negligent, but their negligence was not a substantial factor in Flores' death. Judgment was entered for the Nelsons. Ms. Ramirez and Mr. Flores appealed.

The Court of Appeal reversed. The basis for the reversal was the refusal of the trial court to instruct the jury regarding Penal Code Section 385. This code section prescribes penalties for any person who, either personally or through another, operates, places, erects, or moves any tool or equipment within six feet of a high voltage overhead conductor. Ms. Ramirez and Mr. Flores contended that the jury should have been instructed regarding this section and told that a violation of the section constituted negligence per se.

The Court noted that Luis Flores was an employee of the Nelsons pursuant to Labor Code Section 2750.5. This section creates a rebuttable presumption that a contractor, performing work for which a license is required, is an employee rather than an independent contractor. The Business & Professions Code required any person who contracts to trim trees 15 feet in height and above to be licensed. The tree that Luis Flores was trimming at the time of his death was more than 15 feet in height. Thus, Luis Flores became an employee of the Nelsons.

However, Luis Flores was a casual employee because he worked less than 52 hours for the Nelsons during the 90 calendar days immediately preceding his death. He thus was not entitled to worker's compensation and could sue the Nelsons.

The Court held that the provisions of Penal Code Section 385 applied to the Nelsons. A violation of that section created a rebuttable presumption of negligence per se. In this case, a jury could reasonably conclude from Luis Flores' electrocution that he moved a power tool within six feet of the high voltage line. This would support the giving of a negligence per se instruction. The Court felt the error was not harmless as a jury could find, after hearing the instruction, that there was causation between the negligence of the homeowner and the injuries suffered by the decedent. At trial, the Nelsons would have the burden of rebutting the presumption of negligence that arose from the violation of the statute.

The judgment was reversed and remanded for further proceedings.

COMMENT

Cases involving workers hired by homeowners who are injured present complex issues regarding the interrelationship of tort law and worker's compensation laws. Where the contractor is unlicensed, these problems become more complex, as is evident by this opinion.

Torts - School District Owes No Duty Of Care To Injured Baseball Player

Avila v. Citrus Community College District, California Supreme Court - April 6, 2006

Injuries are an inherent part of sports. In recent years, courts have examined when public entities may be held responsible for injuries that occur on public parks and fields, and school campuses. In this case, Plaintiff Jose Avila was a student and baseball player for Rio Honda Community College. In 2001, Rio Honda played a preseason road game against Citrus Community College. During the game, a Rio Honda pitcher hit a Citrus batter with a pitch. When Avila came to bat the next inning for Rio Honda, he was drilled in the head with a pitch, cracking his batting helmet.

Although dazed, Avila went to first base at the direction of his manager. He eventually moved to second base. A Citrus player then motioned to the Rio Honda bench that Avila needed help and he was removed from the game. Avila claimed to have suffered serious personal injuries

Continued on page 5

CAIIA *Calendar*

- **Claims Conference of Northern California**
  September 21-22, 2006
  Contact F. Michael Sowerwine at
  (510) 740-0377

- **CAIIA Annual Convention**
  October 11-13, 2006
  Sheraton Grand Hotel, Sacramento
  Contact Sharon Glenn at 925-277-9320

Continued from page 4

as a result of the pitch.

Avila sued the Citrus Community College District ("District"), and other individuals and entities. He claimed that he was intentionally beaned. Avila alleged that the District was negligent by failing to supervise and control the Citrus pitcher; by failing to provide adequate medical care; and for failure to provide umpires during the pre-season game. The District demurred to the complaint on the grounds that it was immune, pursuant to California Government Code section 831.7 (hazardous recreational immunity statute). The trial court sustained the demurrer and dismissed the action against the District. The Court of Appeal reversed, holding that section 831.7 does not extend immunity to claims predicated on the negligent supervision of public school athletes. The California Supreme Court granted the District's petition for review and reversed the judgment of the Court of Appeal.

The Supreme Court first analyzed whether section 831.7 provided immunity under these facts. Looking to the legislative history of the statute, the Court held that section 831.7 was adopted as a premises liability measure, and was designed to limit liability based on a public entity's failure either to maintain public property or to warn of dangerous conditions of public property. The Court held, however, that this immunity was not intended to overrule the established duty that schools have to supervise students. Thus, the Court concluded that school sports, and organized intercollegiate games in particular, are not "recreational" within the meaning of section 831.7. The Court, therefore held that the District was not immune to suit.

The Court then went onto address whether the District owed a duty to Avila. Even though the District did not raise the issue in the demurrer, the Court chose to consider whether the primary assumption of the risk doctrine precluded liability. Primary assumption of the risk arises when, as a matter of law, a defendant owes no duty to protect a plaintiff from a particular harm that is inherent in the sport or activity. In this case, the Court held that being hit by a pitch is an inherent risk of baseball. Despite a strong dissent, the majority of the Court also held that being hit intentionally is an inherent and long-standing risk in baseball. The Court concluded that the District owed no duty to Avila to prevent the Citrus pitcher from hitting batters.

The Court also ruled that the District did not breach a duty by failing to have umpires at the game or medical care for Avila. The District owed a duty to not increase risks inherent in the sport. The game of baseball, however, is often played without umpires. As for the issue of medical care, Avila's school brought its' own coaches and trainers. The Court, therefore, did not believe that the District increased any inherent risk. In reversing the decision of the Court of Appeal, the Supreme Court concluded its' decision as follows: "In the possibly apocryphal words of New York Yankees catcher Yogi Berra, 'it ain't over till it's over,' but this means that for Avila's complaint against Citrus College, it's over."

COMMENT

This case resolves a split in Court of Appeal decisions concerning California Government Code section 831.7 - the hazardous recreational immunity statute. The Supreme Court held that section 831.7 does not apply to school sponsored sports, even at the collegiate level. The Court also re-affirmed that the primary assumption of the risk doctrine can present a complete defense in sports injury cases.

Torts - Negligent Undertaking Doctrine

Mukthar v. Latin American Security Service , Court of Appeal, Second District - May 8, 2006

The negligent undertaking doctrine, better known as the "Good Samaritan" rule, provides that when a volunteer undertakes to provide services or aid to another, he or she may have a duty to exercise due care. This case deals with whether this doctrine also applies when an actor contracts to render services for the protection of a third person.

Plaintiff Tofik Mukthar worked as a cashier at a 7-11 store in Los Angeles. On the evening in question, two females and a boy known to Mukthar entered the store. Mukthar advised the women that the boy could not come in the store, because he was a known shoplifter. The women began swearing at Mukthar. When the women came to the counter with merchandise, Mukthar refused to serve them because of their behavior.

The women became further agitated. Mukthar then pushed a security button behind the cash register. At the time of the incident, Defendant Latin American Security Service, Inc (Service) was under contract with the store to provide armed, uniformed security guards every evening. A guard reported for work that evening. However, the guard was not on duty when the incident occurred.

After Mukthar refused to serve the women, the women

Continued on page 6

Continued from page 5

grabbed some items and headed for the front door. Mukthar came out from behind the register and tried to block the door. The women and the boy rushed the door and Mukthar was allegedly injured. Mukthar filed suit against Service for a claimed failure to prevent the attack. Service brought a motion for summary judgment. The trial court granted the motion. The Second District Court of Appeal reversed.

The Court of Appeal opined that the negligent undertaking doctrine is firmly rooted in the law of negligence. This doctrine has traditionally been applied to volunteers. However, if an individual or company contracts to render services for the protection of third persons, the negligent undertaking doctrine may also apply. Looking to the Restatement Second of Torts, the Court held that a negligent undertaking claim of liability requires evidence that the services rendered were of a kind the defendant should have recognized were necessary for the protection of third persons, and that the defendant failed to exercise reasonable care resulting in physical harm to a third person.

In this case, Service presented no evidence as to why its guard was not on the premises at the time of the incident. Service also did not contest that its guard should have been at the 7-11 store. The Court rejected Service's contention that it owed no duty to the store, because Service had no actual notice an assault was about to occur. The negligent undertaking doctrine is not predicated on notice of impending harm.

Service's primary argument dealt with the causation issue. Service argued that even if it had a duty to have a guard present, it was mere speculation as to whether the presence of the guard would have prevented the attack. The Second District disagreed. Based on the evidence, the Court held that it was more likely than not that the assault would not have occurred if an armed security guard would have been in close proximity. The Court held that causation is a triable issue for the jury to decide. The Court distinguished several security cases raised by Service, wherein other courts held there was a lack of a causal connection between a claimed lack of security and an attack on a third person. The Court held that Service's failure to provide a security guard in this case increased the risk of harm to Mukthar. Therefore, the Court reversed the trial court's order granting summary judgment.

COMMENT

This case makes clear that if a person or company contracts to provide security services, they have a duty, under the negligent undertaking doctrine, to exercise due care to prevent injuries to third persons.

Insurance Commissioner John Garamendi Announces Arrest of Twentynine Palms Resident for Insurance Fraud

Twentynine Palms resident charged with three felony counts of insurance fraud – if convicted, he faces five years in prison with a $150,000 fine

LOS ANGELES – Insurance Commissioner John Garamendi announced today the arrest of Jacob Leatherberry, 32, at his home in the City of Twentynine Palms. Leatherberry, charged with three felony counts of insurance fraud related to a 2005 auto accident, was booked into the MorongoValley jail with bail set at $25,000.

Leatherberry was arrested on May 10 by a detective from the Twentynine Palms Police Department and arraigned on May 12. Prosecution is being handled by the San Bernardino County District Attorney's office, if found guilty Leatherberry could face up to five years in prison and be forced to pay a $150,000 fine.

"Auto insurance fraud takes money out of honest drivers' pockets by raising our premiums," said Insurance Commissioner John Garamendi. "We will continue our mission to fight this costly crime and help keep insurance affordable for all Californians."

According to California Department of Insurance (CDI) investigators, on October 21, 2005, Leatherberry was involved in an automobile accident in the city of Twentynine Palms. Almost one and a half hours later, he called Progressive Insurance and paid off the balance of his lapsed insurance policy – a requirement he had to fulfill before he could purchase a new policy with Progressive. Then, while Leatherberry was purchasing a new policy with Progressive, he was asked if he was involved in any collisions in the past three years. Leatherberry replied no. He then obtained a new insurance policy that went into effect on the evening of October 21, 2005. One hour later, he called Progressive to report he had been in an auto accident.

Leatherberry later admitted to CDI investigators that he purchased the insurance policy after the collision occurred.

According to Progressive, Leatherberry's truck was a total loss. Investigators estimate that if the claim had been paid, it would have cost the insurance carrier $8,000 to $10,000. Progressive provided valuable assistance during the course of this investigation.

When You Need to Know What Really Happened

Submitted by Garrett Engineers, Inc. - Forensic Division

This case turned out to have several different issues. The team approach was applied by using both a civil engineer and a general contractor with extensive masonry and tile experience as the GEI experts. The first issue was the weather. Everyone agreed that it rained a lot. The question was just how much is "a lot". The research began by checking the precipitation databases. While this is not a precise science because there were no onsite direct measurements taken, it gave a pretty good picture of what happened. It turned out that on the date of loss, there were two major periods of rain. The first lasted for 12 minutes and came down a rate of 19.5 inches per hour (about 3,400 gallons of water). The second major period of rain was 1.7 in/hr over a three hour period (about 1,485 gal/hr). For comparison purposes, a 3 inch drain line, flowing by gravity, will accommodate about 950 gal/hr, depending on the slope and degree of cleanliness.

The first non-destructive inspection occurred with the insured, his architect, and the contractor present. A second destructive inspection included the above plus the insured's attorney. We observed two drain gratings in the main deck area. A smaller deck had a single drain grating. Since the decks were located over the house, the drain pipes were concealed by the walls and ceilings. The next question was how many pipes, of what size, lead to where? The significance of this question is that there may have been three separate drain lines, or the three grates may have all emptied into a single drain line. If it was a single line, then the number of drain gratings was unimportant as the limiting factor would be the capacity of the pipe.

At a second meeting, the contractor furnished the blueprints. The plans were reviewed and the routes of the pipes were determined. There were no as-built drawings, so the combination of the original plans and the memory of the contractor had to answer the questions of the number, sizes and placement of the pipe(s).

The total area drained, excluding possible rainfall from the higher roofs directed onto the deck, was 1,750 square feet into one 3 inch diameter drain line. This was a larger area than allowed by the local building code for a single 3 inch drain pipe.

The next problem was the issue of the drains themselves. The insured stated that when the heavy rains came, he walked onto the deck and the water was over the tops of his slippers. Obviously the drains were overwhelmed, the question was why.

The first issue was the adequacy of the drains to receive the volume of water that a continuous normal heavy rain would provide. The answer was found under the covers. The elegant copper drain inlet grates were 6 inches by 6 inches. This appeared to be a generous opening to feed into a three inch diameter pipe. When we removed the grates for inspection, however, we discovered that the square grate transitioned to a circle that narrowed to a diameter of 1 1/2 inches at its narrowest point. This was entirely inadequate to receive a heavy continuous rain.

The next issue is what happens when there is a temporary storm burst in excess of what the drains can handle? The answer is there is supposed to be an alternative path for the water to escape. In this case, no overflow was fitted to the drain, and no scupper drains were fitted to the perimeter walls that surrounded the decks. This left a 3 foot wide walkway as the primary escape route for the excess water. Rather than have the deck higher than the walkway so it would drain by gravity if the regular drains were stopped up, the deck was in some places as much as three inches lower than the walkway, leading to a major ponding situation in the event that the regular drains became clogged or couldn't keep up with a downpour.

Observing that the water would pond in this manner, lead us to several sources of water intrusion into the house, ignoring the deck waterproofing question. Proper waterproofing was lacking on both sides of the French double doors going into the home from the deck. Even though the waterproofing was about an inch off the deck, if the water was ponding in this area to about 3" in depth, the water would percolate up through the weep screed, back down behind the waterproofing and then down into the room below. Other areas where window and door treatments were not properly sealed with heavy caulking were also observed. Much of the water staining and intrusion was directly below these door sills.

The final issue was that of the slate deck. The grout was cracking, some of the tiles had come loose, and many of them were flaking badly. When 25 were tapped at random, 20 gave a hollow sound, indicating they were no longer solidly attached to the deck. The insured said that the slate could not be repaired or patched due to the unique color, and therefore the entire deck needed to be replaced by the insurance company. The architect stated that the deck was of a natural slate imported from India. It was supposed to weather to produce flaking of the surface and the thickness of the slate specified was approximately 3/4 inch to 1 1/4 inch with purposely distressed edges. The actual thickness measured was 1/2 inch to 5/8 inch on sample pieces removed from the deck.

There were several areas of delamination of the slate tiles. The thinset used to adhere the tiles to the waterproof membrane had failed and frequently stuck to the back of the tile and not to the weatherproof membrane. There was no fabric backer between the waterproofing and the thinset, which could have been a cause of the de-bonding. There was also scoring on the membrane and separation of the grout along the edges. Water had been getting in and under the tiles through the grout and caused the slate to become detached from the waterproof membrane. Additionally, as the tiles flaked, the residue would have flowed into the drains to further reduce their capacity.

In Summary: the drain capacity for the decks did not meet code, the drain grates were visually appealing but were functionally challenged, the deck was not crowned, it was dished, there were no scuppers or overflows, there were improperly sealed window and door frames, the slate was not the thickness specified, the thinset failed, and the slate purposely produced flakes which would act to clog the drain pipes.

Sometimes you don't get what you pay for.

How do these people survive?

ONE – Recently, when I went to McDonald's I saw on the menu that you could have an order of 6, 9 or 12 Chicken McNuggets. I asked for a half dozen nuggets. "We don't have half dozen nuggets," said the teenager at the counter. "You don't?" I replied. "We only have six, nine or twelve," was the reply. "So I can't order a half dozen nuggets, but I can order six?" "That's right." So I shook my head and ordered six McNuggets.

TWO – I was checking out at the local Wal-Mart with just a few items and the lady behind me put her things on the belt close to mine. I picked up one of those "dividers" that they keep by the cash register and placed it between our things so they wouldn't get mixed. After the girl had scanned all of my items, she picked up the "divider", looking it all over for the bar code so she could scan it. Not finding the bar code she said to me, "Do you know how much this is?" I said to her "I've changed by mind, I don't think I'll buy that today." She said "OK", and I paid her for the things and left. She had no clue to what had just happened.

THREE – A lady at work was seen putting a credit card into her floppy drive and pulling it our very quickly. When I inquired as to what she was doing, she said she was shopping on the Internet and they kept asking for a credit card number, so she was using the ATM "thingy".

FOUR – I recently saw a distraught young lady weeping beside her car. "Do you need some help?" I asked. She replied, "I knew I should have replaced the battery to this remote door unlocker. Now I can't get into my car. Do you think they (pointing to a distant convenience store) would have a battery to fit this?" "Hmmm, I dunno. Do you have an alarm, too?" I asked. "No, just this remote thingy", she answered, handing it and the car keys to me. As I took the key and manually unlocked the door, I replied, "Why don't you drive over there and check about the batteries. It's a long walk."

FIVE – Several years ago, we had an Intern who was none too swift. One day she was typing and turned to a secretary and said, "I'm almost out of typing paper. What do I do?" "Just use copier machine paper", the secretary told her. With that, the intern took her last remaining blank piece of paper, put it on the photocopier and proceeded to make five "blank" copies.

SIX – A mother called 911 very worried asking the dispatcher if she needs to take her kid to the emergency room, the kid was eating ants. The dispatcher tells her to give the kid some Benadryl and he should be find, the mother says, I just gave him some ant killer . . . . Dispatcher: Rush him in to emergency!

Life is tough . . . .