CAIIA

Status Report

June 2012

Editor's Corner

Last month we asked "How many times have you heard that California is a difficult place to do business?" We bring another item to your attention for you to consider.

California does allow the wording of the policy to control, but only if the wording is "clear and unambiguous."

How many sewer back-up claims has the industry handled? The custom and practice was that a back-up that started on the insured property was covered, but a back-up that started as a result of the blockage off the insured property was not covered. Well, the actual wording in the policy for years made no distinction between the two. A few years ago there was an appellate decision that held that any back-up through sewers or drains simply was not covered. I have noticed that the Insurance Services Office now has a form the restores the coverage for a back-up that occurs as a result of the blockage that is on the insured property.

The courts have upheld the provision in auto policies that cover a permissive user only to the financial minimum requirements. If this is clearly stated in the policy in the prescribed manner, this is all that the carrier owes for a permissive user.

The moral is to make sure that the wording is unassailable. We in the claims industry need to read and apply the policy carefully. Having done that, more often than not, the courts will uphold the carriers' position.

Billion Dollar California Supreme Court Win Under Attack

Credit to Robert Tyson, Tyson and Mendes LLP, La Jolla, CA

After several years of fighting the California Consumer Attorneys, Tyson & Mendes (with the support of many of you) was able to secure a multi-billion dollar win for insurance companies, businesses, and ultimately California consumers, in the landmark California Supreme Court decision *Howell v. Hamilton Meats.* The *Howell* case held that injured plaintiffs may not recover the full amount of their medical bills, but only the much lesser amount that was actually paid by health insurance. This difference between what is billed and what is paid for medical treatment was estimated to be over $3 Billion Dollars a year. As you might imagine, the California Consumer Attorneys are not too happy about losing 1/3 of $3 Billion Dollars! As set forth below, the *Howell* decision is now being attacked. We will keep you updated on this critical battle.

Court Limits What Medical Bills Juries Can View

Insurance Companies, and ultimately California consumers, avoided a windfall sought by the Consumer Attorneys of California to the tune of more than $3 billion dollars per year. On Aug. 18, 2011, the California Supreme Court settled a widely followed, long-simmering dispute concerning the appropriate damage awards for claimed medical specials in tort litigation. The near-unanimous decision (6-1) in *Howell v. Hamilton Meats & Provisions, Inc.* (52 Cal.4th 541) puts to rest the outrageous claims by plaintiffs that they are entitled to recover the total amount of medical bills, as opposed to the much lesser amount that is actually paid by health insurers on their behalf… (read more)

(continued on page 7)

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An Employer Organization of Independent Insurance Adjusters

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CAIIA Newsletter

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President's Message

June 2012

As independent adjusters, we are different than most claims personnel. We have to be self-motivated, always considering others more important than ourselves. We have to have an attitude of "CAN DO".

Jeff Caulkins
CAIIA President

I spent this last weekend with my father who served in the Korean War with the Seabees. As we were talking about our job as independent adjusters, I began to see a correlation between the Seabee's motto "CAN DO" and our attitude as independent adjusters. Below is an excerpt from the naval website regarding the project undertaken in the Philippines:

> *By far the largest and most impressive project tackled by the Seabees in the 1950s was the construction of Cubi Point Naval Air Station in the Philippines. Civilian contractors, after taking one look at the forbidding Zombales Mountains and the maze of jungle at Cubi Point, claimed it could not be done. Nevertheless, the Seabees proceeded to do it! Begun in 1951 at the height of the Korean War, it took five years and an estimated 20-million man-hours to build this new, major Navy base. At Cubi Point Seabees cut a mountain in half to make way for a nearly two-mile long runway. They blasted coral to fill a section of Subic Bay, filled swampland, moved trees as much as a hundred and fifty feet tall and six to eight feet in diameter, and even relocated a native fishing village. The result was an air station, and an adjacent pier that was capable of docking the Navy's largest carriers. Undoubtedly as important as the finished project, however, was the indispensable leadership and construction experience gained by the postwar generation of Seabees. The construction of Cubi Point Naval Air Station was a mammoth learning experience as well as a superb job well done*. (http://www.seabee.navy.mil/)

As I reflected on what my own father was a part of, building an airstrip at Cubi Point, I began to see the attitude that we have to have as adjusters. We are always ready to take the claim no mater what time or how far it is. Our attitude is always "CAN DO".

Many adjusters have broken ground for us to have the opportunity that we enjoy today, but the attitude of being ready at any time lies with us as individual insurance adjusters. May our attitude always be that of "CAN DO".

Jeff S Caulkins AMIM AIC RPA
President
California Association of Independent Insurance Adjusters

Dangerous Condition of Public Property–Physical Characteristics of Property Combined with Third-Party Criminal Conduct

Credit to Low, Ball & Lynch, San Francisco, CA

Sara Cole, et al. v. Town of Los Gatos, et al.
California Court of Appeal, Sixth Appellate District (April 27, 2012)

In many lawsuits alleging a dangerous condition of public property, the conduct of at least one of the actors in the underlying accident was negligent, reckless or even criminal. In this case, the Court of Appeal reversed summary judgment for the Town of Los Gatos where the plaintiff was struck by an intoxicated motorist in a location the plaintiff alleged to constitute a dangerous condition.

On the afternoon of September 9, 2007, plaintiff Sara Cole was loading a bicycle into the back of her SUV when, in the presence of her three children, she was struck by a vehicle driven by Lucio Rodriguez, who was intoxicated at the time. Cole's SUV was parked diagonally in a gravel strip between eastbound Blossom Hill Road and Blossom Hill Park in the Town of Los Gatos. Just west of the accident site, the two lanes of eastbound Blossom Hill Road merged to become one lane, and there was no median or turning lane separating eastbound and westbound traffic. A witness, Carrie Cummings, was stopped in the single eastbound lane waiting to make a left turn into her driveway, which was located across the road from where Cole was parked. Cummings submitted a declaration stating that she observed a few cars waiting behind her on eastbound Blossom Hill Road. Cole's theory of the case was thus that Rodriguez left the road and entered the gravel area to his right in an attempt to pass the waiting cars.

The Town moved for summary judgment in the trial court. In opposition, Cole presented evidence—including the testimony of Town officials—showing that visitors to Blossom Hill Park frequently used the gravel strip as a parking area, and that they usually parked diagonally as she did. She also presented evidence showing that eastbound vehicles often used the gravel area to bypass vehicles waiting to make a left turn across westbound Blossom Hill Road. The trial court granted summary judgment in the Town's favor, finding no evidence that any dangerous condition of the Town's property was a proximate cause of Cole's injuries. Cole appealed.

The Court of Appeal reversed. It first addressed the issue of whether a dangerous condition existed under Government Code §§ 835 and 830(a), i.e., whether the property created a substantial risk of injury when "used with due care in a manner in which it is reasonably foreseeable that it will be used." The court found that the Town did not present any cogent arguments supporting its position that the condition was not dangerous. It rejected the Town's argument that the condition was not dangerous because the intoxicated Rodriguez was not exercising "due care." Instead, the court stated, the status of a condition as "dangerous" does not depend on whether individuals were actually exercising due care, but whether the condition posed a risk to persons who were exercising due care. Presumably, the court was referring to the other, sober motorists who used the gravel area as a passing lane.

The Cole court then turned to the question of causation. It first rejected the Town's contention that Rodriguez's conduct was not a foreseeable cause due to his intoxication. The court noted that prior cases had found the presence of intoxicated motorists to be foreseeable to the extent that a jury must decide the issue. Moreover, it stated, even if an intoxicated motorist was not foreseeable, the type of injury that occurred was foreseeable given the similar use of the gravel area by sober drivers.

The court also rejected the Town's argument that, for the element of causation to be satisfied, the allegedly dangerous condition must itself cause the third party's wrongful conduct. It declined to follow a prior decision setting forth that rule, and instead followed a California Supreme Court decision stating that public liability exists only when a feature of the property "increased or intensified" the danger to users from third-party conduct. Under that rule, the court stated, a jury could conclude that the condition of the site caused Cole's injuries.

The Town further contended that Rodriguez's intoxication, and not his desire to pass waiting vehicles, was the cause of the accident. The court rejected this contention as well, finding that evidence existed for a jury to infer that Rodriguez was attempting to bypass stalled traffic when he drove into the gravel area. (continued on page 5)

Insurance Commissioner Dave Jones Announces Arrest of Van Nuys Real Estate Agent, Mission Viejo Man for Arson, Conspiracy *$1,400,000 Potential Loss Allegedly Included Fine Art*

Insurance Commissioner Dave Jones today announced the arrests of Max Astan, 61, a Mission Viejo resident and Maryann Khosravizadeh, 45, a Van Nuys real estate agent for multiple felonies related to an arson fire that destroyed property owned by Astan. Bail for Astan has been set at $1,000,000 and $325,000 for his accomplice.

"The lengths that these suspects took to defraud insurers are deplorable," said Commissioner Jones. "I commend the Detectives of my Department and the investigators of the insurance company for bringing these alleged conspirators to justice."

According to California Department of Insurance (CDI) Fraud Division Detectives, on April 29, 2009, Astan's insurer submitted a suspected fraudulent claim, filed by him, to CDI. The claim was for the loss of personal property that was destroyed as a result of an arson fire on June 20, 2008 at his residential rental property in Granada Hills.

The Los Angeles City Fire Department's investigation classified the fire as suspicious and later determined to be arson. Astan claimed he furnished and kept personal property at his rental property described as artwork, collectibles, Persian rugs and fine paintings. Due to the high value of Astan's personal property claim, $260,000, the fire being ruled as arson, and that the property was claimed to be kept at a rental property inhabited by a tenant, the insurer investigated this claim as suspicious. The House Hold Furnishings coverage on the rental property insurance policy was $300,000. The replacement value of the structure was estimated by the insurer to be $937,822.

According to Astan, many personal items were destroyed including four paintings, two 17th century oil paintings on canvas and two 18th century oil paintings on canvas. Astan represented to the insurer that the combined value of these four paintings was $147,500. The paintings became the focus of the insurer's investigation given that in September 2008 the insurer discovered that the paintings were incorrectly named and in the possession of two different art galleries at the time of the fire.

Two of the paintings were for sale at the Los Angeles Fine Arts Gallery and the other two paintings were for sale at the Asdourian Gallery in Corona del Mar. On September 25, 2008, the insurer covertly purchased two of the paintings from the Los Angeles Fine Arts Gallery. The investigation revealed that Astan never owned or was in possession of any of the four paintings in question and merely photographed the four paintings while they were on display for sale at an art gallery 20 miles from his Mission Viejo home. On February 19, 2010, the insurer denied Astan's insurance claim, due to Astan's material misrepresentations and filing a fraudulent claim to obtain benefits he was not entitled to.

CDI's investigation revealed that Astan obtained a new insurance policy from the same insurer on January 9, 2008 that included a $300,000 liability for personal property while he still had a separate insurance policy in force until March 2008. His previous policy had personal property coverage limited to $70,000; however, his policy was for an owner occupied property only, therefore he obtained a new policy.

In February 2008 Astan rented his home to Khosravizadeh, a licensed real estate agent, who obtained a renter's insurance policy in the amount of $300,000 for personal property loss.

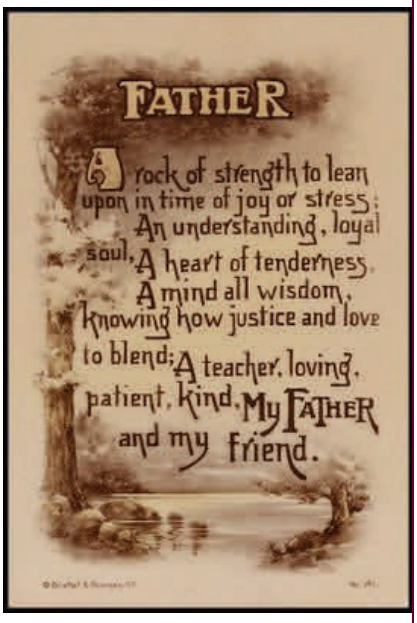
On June 20, 2008 the fire occurred with Khosravizadeh as the primary arson suspect. Both Khosravizadeh and Astan filed corresponding insurance claims; $239,100 was paid to Khosravizadeh for the loss of her personal property from the fire and Aston attempted to file his $260,000 loss for his personal property. All of their personal property was alleged to be inside the home and destroyed by the fire. Astan's claim included a $937,822 claim for the damage to the structure and was denied based on providing material misrepresentations to the insurer. The total potential loss from both insurance claims was over $1,400,000.

On March 1, 2011, CDI Detectives served a search warrant at the residence of Astan in Mission Viejo and a quantity of Opium was seized in addition to other items of evidence from his residence. On May 3, 2012, the Los Angeles County Superior Court issued an arrest warrant for Astan for violating Penal Code Sections 182(a)(1), Conspiracy, 550(a)(1), Knowingly present a fraudulent claim, 550 (b)(1), Knowingly assist and conspire to present written/oral statement in support of a fraudulent claim, 136.1(c) (1), Intimidation of a witness, 422 (a) Terrorist Threats, and for violating Health and Safety Code Section 11351, Possession or purchase for sale of a controlled substance.

On May 4, 2012, Astan was arrested at his residence in Mission Viejo and was booked into the Los Angeles County Jail.

On May 3, 2012, the Los Angeles County Superior Court issued an arrest warrant for Khosravizadeh for violating Penal Code Sections 451 (b), Arson, 182 (a)(1) Conspiracy, and 550(b)(1), Knowingly assist and conspire to present written/oral statement in support of a fraudulent claim. On May 8, 2012, Khosravizadeh was arrested at her residence in Van Nuys and booked into the Los Angeles County Jail.

Happy Father's Day!



"Actual Cash Value" Amount Listed in Declarations Is Limit, and Does Not Create "Valued" Property Policy

Credit to Smith, Smith & Feeley LLP, Irvine, CA

Although a property policy listed an "actual cash value" amount in the declarations, the policy could not reasonably be construed as a "valued" policy, but rather was an "open" policy. (*George v. Automobile Club of Southern California* (2011) WL 6144927)

Facts

Andrew George purchased an automobile insurance policy from Interinsurance Exchange of the Automobile Club. The policy provided various types of coverage, including "physical damage" coverage. For comprehensive loss, the declarations page stated that the policy provided "Limits of Liability" of $25,000 on an "Actual Cash Value" basis.

George's vehicle was stolen and never recovered. He then made a claim to Interinsurance Exchange, which determined that the actual cash value of the car was $13,227. After applying the policy's $250 deductible, Interinsurance Exchange paid George $12,997.

George then sued Interinsurance Exchange, asserting that the policy was a "valued" policy which, in the event of a total loss, required Interinsurance Exchange to pay the $25,000 limit without regard to the actual cash value of the car. George further alleged that, during the application process, Interinsurance Exchange required an inspection in which Interinsurance Exchange assessed "the physical and mechanical condition of the vehicle" in order to evaluate its actual cash value.

Among other things, the policy contained a loss payment clause, which provided: "In the event of total loss to an insured automobile described in the declarations for which a limit of liability is stated, we will pay the actual cash value *up to the limit* stated in the declarations for that automobile." In addition, the policy contained an appraisal clause, which provided: "If after a total loss …, the amount of loss cannot reasonably be established, either you or we can request … that the amount of loss be determined by appraisal."

The trial court ultimately dismissed George's complaint, ruling that the policy was not a "valued" policy. In short, the trial court ruled that Interinsurance Exchange was only obligated to pay the actual cash value of the vehicle, up to a maximum $25,000.

Holding

The Court of Appeal affirmed, agreeing that the policy was not a "valued" policy. The Court noted that, pursuant to Insurance Code section 410, a property policy is either "open" or "valued." Pursuant to Insurance Code section 411, an "open" policy is "one in which the value of the subject matter is not agreed upon, but is left to be ascertained in case of loss." In contrast, pursuant to Insurance Code section 412, a "valued" policy is "one which expresses on its face an agreement that the thing insured shall be valued at a specified sum."

The Court noted that George's interpretation of the policy was inconsistent with the language of the policy's loss payment clause, which provided for payment "up to" the limit. The Court further noted that George's interpretation was inconsistent with the fact that the policy contained an appraisal clause, which provided a procedure for resolving disputes about value in the event of a total loss.

Comment

In this case, the Court of Appeal correctly ruled that it was not reasonably possible to construe the policy as a "valued" policy. The Court also noted that very few policies qualify as "valued" policies, and further noted that such policies actually can create a "moral hazard" for an insured to overvalue the property at the time the policy is written.

*"Dangerous Condition " (*Continued from page 3)

The court finally addressed the question of whether the Town had notice of the condition and its dangerous character, an essential element of Cole's claim under Government Code § 835. In addition to the Town's knowledge of vehicles parked in the gravel area, Cole presented evidence that one resident had complained to the Town in 2004 of motorists bypassing eastbound traffic on Blossom Hill Road, "spinning tires." The court found that this evidence was sufficient to give the Town notice of a condition that "often induced two groups of users to make disparate uses" of the gravel area, and that the Town "knew or should have known" of the danger posed by these simultaneous uses. In addition, although there were no prior accidents similar to Cole's, the court noted that her husband had once witnessed an accident in which a vehicle parked in the gravel area backed out into traffic and struck an eastbound motorist, and Town police had arrived at the scene. However, the court found that point to be unnecessary to its decision.

COMMENT

The Cole decision is likely to have far-reaching and troubling implications for public entities, especially those owning or controlling roadways. One is that any time an entity knows of multiple "disparate" groups using a site simultaneously, it may be charged with notice of a dangerous condition. Another is the court's nearly complete disregard of Rodriguez's intoxicated state: while the Town may have known of the simultaneous, disparate users of the gravel area, it was not until one of those users was intoxicated that an accident occurred.

CAIIA 2012 Educational Events

As an authorized California DOI education provider (CDI# 198351), the CAIIA will be presenting its annual education series including:

1) Seminar on the CA Fair Claim Settlement Practices (**FCSPR**) and Seminar on Special Investigation Unit Regulations (**SIU**).

2) Seminar for the Evaluation of Earthquake Damage (**SEED)**. The **SEED** program addresses the training and certification required by CCR, Title 10, Chapter 5, Subchapter 7.5.1, Article 1, Sections 2695.40 through 2695.45. Those regulations set forth the requirements of Insurance Adjuster Training for Evaluating Earthquake Damage. We will be providing **FCSPR** and SIU certification at the **SEED** locations. *(Anyone wishing to come to the SEED locations for only the Reg's recertification program should note the earlier start time)*

The CAIIA has secured 8 CDI Independent Adjuster CE Hours for the SEED Program and 2 CE Hours for the **FCSPR/**SIU** Program!**

Register now for the seminar you wish to attend. Be sure and mark the appropriate location in the box to the right.

ATTENDEE NAME

Name_____

Co._____

Address_____

City _____Zip _____

Phone_____

E-mail Address:_____

Fees (circle one): **FCSPR/SIU** SEED

CAIIA Member fee	$40.00	$100.00
Ins. Co. Employee fee	$50.00	$120.00
Non-Member I/A fee	$60.00	$199.00*

Amount Enclosed - $_____

Credit Card Payment:

Amex___Visa___ M/C ___Ex. Date:_____

Cardholder:_____

Card No:_____

Card Verification Code:_____

Billing Address:_____

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Signature:_____

Make checks payable to CAIIA, mail registration and payment to:

Tim P. Waters, CPCU, AIC
CAIIA Education Co-Chair
c/o TPW Claims Services
PO Box 5642
Orange, CA 92863-5642

~Questions? Call Tim Waters @ 714-402-8756
Or fax to: 714-449-2890
or via email at : tpwclaims@socal.rr.com

Schedule for SEED locations:

Registration	7:30 a.m.	to	8:00 a.m.
FCSPR & **SIU** Seminar	8:00 a.m.	to	10:00 a.m.
SEED Seminar	10:00 a.m.	to	5:00 p.m.

Schedule for Reg's Only locations:

Registration	8:30 a.m.	to	9:00 a.m.
FCSPR & **SIU** Seminar	9:00 a.m.	to	11:00 a.m.

FCSPR, SIU & SEED SEMINARS

_____**June 14, 2012**
Pleasanton: Four Points Sheraton
5115 Hopyard Road
Pleasanton, CA 94588

_____**July 10, 2012**
Pomona: Shilo Inn
3101 W Temple Ave
Pomona, CA 91768
New Date

FCSPR/SIU ONLY SEMINARS:

_____**June 14, 2012**
Pleasanton: Four Points Sheraton
5115 Hopyard Road
Pleasanton, CA 94588

_____**June 21, 2012**
Burbank: Holiday Inn
150 E. Angeleno Ave.
Burbank, CA

_____**June 22, 2012**
Fresno: Ramada Inn
324 E Shaw Ave
Fresno, CA 93710-7690

_____**June 28, 2012**
San Diego: American Technologies
8444 Miralani Dr.
San Diego, CA 92126
New Date

_____**July 10, 2012**
Pomona: Shilo Inn
3101 W Temple Ave
Pomona, CA 91768
New Date

Please visit **www.caiia.com** for more information.

**CAIIA agrees to offset any membership dues for Non-CAIIA Independent Adjusting Firms joining the CAIIA within 30 days, up to $80.00 total for each adjuster attending with a cap of $160.00 per firm.*

(Continued from page 1)

Senate Bill to Overturn Howell Decision

With the full backing of the Consumer Attorneys of California, on February 24, 2012, Senate Majority Leader Darrell Steinberg introduced Bill 3284. With this one simple, yet deceptively worded bill, the Plaintiffs' Bar is attempting to reverse years of debate, briefing, and ultimately an almost unanimous decision by the highest court in California in the *Howell* case . The battle has moved from the courtroom to the legislature. We will of course keep you apprised of all legislative developments.

The Howell "Bright Light Rule" Being Chipped Away Judicially

Since Tyson & Mendes successfully argued Howell late last year, there have been two appellate decisions which have interpreted this landmark decision. In *Sanchez v. Strickland* (2011) 200 Cal.App.4th *758*, the Fifth District Appellate Court (Fresno) held that "**gratuitous write offs**" by medical care providers were recoverable by plaintiffs pursuant to the collateral source rule .This *Sanchez* decision is unfavorable and we anticipate will be over-utilized and exploited by the Plaintiff's Bar.

The second appellate court to address the *Howell* decision was much more favorable. Coincidentally, this second case also had a plaintiff named Sanchez, *Sanchez v. Brooke* (2012) 204 Cal.App.4th 126 . In this case, the Court of Appeal Second District (Los Angeles) held where an employer is required under the workers' compensation laws to pay in full an injured employee's medical expenses, the injured employee may not recover, as economic damages from a third party tortfeasor, medical fees that the provider is precluded, either by agreement or by law (including the statutory fee schedule), from collecting from the employer. Because fees that the provider may not collect from the employer under the workers' compensation law do not represent an economic loss for the employee, they are not recoverable in the first instance. This decision is obviously favorable and will hopefully be followed by other courts.

Case Summaries

Credit to ***Smith, Smith & Feeley LLP*** *.* www.insurlaw.com *. Irvine, California*

Participating Insurer's Equitable Contribution Claim Against Non-Participating Insurer is Barred By Two-year Statute of Limitations

An insurer that settled a construction defect case on behalf of an insured was barred by the two-year of limitations from seeking equitable contribution from another insurer that had refused to participate in the settlement. (*American States Ins. Co. v. National Fire Ins. Co. of Hartford* (2011) 202 Cal.App.4th 692) (read more)

Excess Policy Does Not Cover Injury Occurring Prior to Issuance of Policy

A commercial excess liability policy did not cover an insured's alleged liability for an injury which occurred before the policy was issued. *(Wallman v. Suddock (*2011) 200 Cal.App.4th 1288.) (Read more)

On the Lighter Side...

25 Quotes of Yogi Berra

Lawrence Peter Berra played Major League Baseball for 19 years for the New York Yankees.
He played on 10 World Series Championship teams, is a MLB Hall of Famer and has some awe-inspiring stats.
His name is consistently brought up as one of the best catchers in baseball history, and he was voted to the Team of the Century in 1999.
Amazing accomplishments aside, they probably aren't how you know Lawrence.
You know him as Yogi, a nickname given to him by a friend who likened his cross-legged sitting to a yogi.
Yogi is famous for his fractured English, malapropisms and sometimes nonsensical quotes.
He's closing in on 86, and there seems to be no end to his fan's love for him.
Here are 25 Yogi Berra quotes that will make you shake your head and smile.

1. "It's like déjà vu all over again."
2. "We made too many wrong mistakes."
3. "You can observe a lot just by watching."
4. "A nickel ain't worth a dime anymore."
5. "He hits from both sides of the plate. He's amphibious."
6. "If the world was perfect, it wouldn't be."
7. "If you don't know where you're going, you might end up some place else."
8. Responding to a question about remarks attributed to him that he did not think were his:
"I really didn't say everything I said."
9. "The future ain't what it used to be."
10. "I think Little League is wonderful. It keeps the kids out of the house."
11. On why he no longer went to Ruggeri's, a St. Louis restaurant:
"Nobody goes there anymore because it's too crowded."
12. "I always thought that record would stand until it was broken."
13. "We have deep depth."
14. "All pitchers are liars or crybabies."
15. When giving directions to Joe Garagiola to his New Jersey home, which is accessible by two routes:
"When you come to a fork in the road, take it."
16. "Always go to other people's funerals, otherwise they won't come to yours."
17. "Never answer anonymous letters."
18. On being the guest of honor at an awards banquet:
"Thank you for making this day necessary."
19. "The towels were so thick there I could hardly close my suitcase."
20. "Half the lies they tell about me aren't true."
21. As a general comment on baseball: "90% of the game is half mental."
22. "I don't know (if they were men or women running naked across the field).
They had bags over their heads."
23. "It gets late early out there."
24. Carmen Berra, Yogi's wife asked: "Yogi, you are from St. Louis , we live in New Jersey ,
and you played ball in New York . If you go before I do, where would you like me to have you buried?"
Yogi's answer: "Surprise me."
25. "It ain't over till it's over."