

Court Holds That Trimming of Neighbor's Trees is Not an Insured Accident or Occurrence

Credit to Haight, Brown & Bonesteel, Los Angeles, CA

In *Albert v. Mid-Century Insurance Co.* (No. B257792, filed 4/28/15, ord. pub. 5/20/15), a California Court of Appeal held that an insured's trimming of a neighbor's trees which allegedly damaged the trees was not an accident or occurrence covered by her homeowners insurance, despite a mistaken and good faith belief as to where the property line lay.

Ms. Albert was sued by her adjoining neighbor, who alleged damage to his property when she erected an encroaching fence and pruned nine mature olive trees on his property. The two parcels shared a reciprocal roadway easement providing for access to the main public road. At some point, Ms. Albert erected a fence that was subsequently determined to be on the neighbor's land, and which enclosed a grove of nine mature olive trees. Ms. Albert claimed that the trees straddled the property line and were mutually owned. She pointed out that she had regularly been notified by the Los Angeles Fire Department to clear the area, and that she had been trimming the trees for years. Thus, she claimed a good faith belief that the trees were hers and that she was required to trim them.

Contending that her trimming had caused severe damage by reducing the aesthetic and monetary value of the trees, the neighbor sued alleging causes of action for trespass to real property and trees; abatement of private nuisance; declaratory relief; and for quiet title. He sought treble damages under *Civil Code* sections 733 and 3346, for injury to timber or trees.

Ms. Albert tendered her defense to Mid-Century, which denied coverage. The Mid-Century policy stated:

"We will pay those damages which an insured becomes legally obligated to pay because of: [¶] . . . [¶] property damage resulting from an occurrence." The policy defined an "occurrence" as "an accident, including exposure to conditions, which occurs during the policy period, and which results in . . . property damage . . . during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one occurrence."

In the resulting breach of contract and bad faith lawsuit, the trial court granted summary judgment to Mid-Century, and denied Ms. Albert's cross-motion for summary judgment. The appeals court affirmed, stating:

"Here, the policy covers property damage resulting from an occurrence, and the policy defines an occurrence as an accident. 'Under California law, the word 'accident' in the coverage clause of a liability policy refers to the conduct of the insured for which liability is sought to be imposed on the insured.' 'An intentional act is not an 'accident' within the plain meaning of the word.' 'In the context of liability insurance, an accident is 'an unexpected, unforeseen, or undesigned happening or consequence from either a known or an unknown cause.'"

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President's Message

Save the date – October 1, 2015 we will be holding our 2015 Fall/Annual CAIIA Convention in South Lake Tahoe. Be there or be square.

On Friday, April 10, 2015, we attended the 2015 CAIIA Spring meeting in Las Vegas. We had a very nice reception on Thursday evening. The Friday morning Ethics class was presented by Mark Hall, Esq. Mark started the class with a great paragraph for us to read....and then address how ethics applies to the parties in the situation. To no surprise, we found that ethics does not mean the same to everyone. In fact, we confirmed that there are situations that we think it might be okay to be “unethical.” In the end, we all know what is “right” and what is “wrong,” but when the health of a loved one is involved, it is not so black and white. Without throwing anyone under the bus, some of us would commit a crime in the name of love (ahhhhh). Thank you Mark Hall for the provocative example to open the discussion for this class, and thank you Rick Kern for making sure everyone received CE credit for attending.

In the afternoon we had our business meeting. For those of you who have not attended before, each committee prepares a report and they are open for discussion and voting. These include, but are not limited to, social networking, past or upcoming up events (CCNC, CCC, CPCU All Industry Day), membership, finances, etc. I urge all members to attend. We have a common goal....we all want to work....we all want to be successful. We want companies to use independent adjusters.

On May 14, 2015, we had our first DOI seminar this year, including the SEED training. Rick Kern presented the Fair Claims Settlement Practices Regulations. Kevin Hansen, Esq, McCormick Barstow LLP presented the California SIU Regulations and California Earthquake Mediation Program. I have attended seminar training every year since I became an independent adjuster, and each year, there is something new, or something I have a new understanding of. Doug Jackson, and Jeff Caulkins presented Estimation Techniques, Review of Adjuster Handling Requirements, Adjuster Training, and Victim Assistance Programs. Dan Dyce presented Demystifying the CEA Policy. There is never enough time for Dan...he focuses those things that are different about the CEA Policy...and gets everyone in the room involved. We are all aware that we will have the event that puts the CEA policy to test, but when?

Morgan Griffith, P.E. Exponent, presented Earthquake Engineering. Some of the examples shown were from claims handled by adjusters in the room. As adjusters, we walk into houses and look for cracks in the corners by the windows and doors, or know immediately when the floor is unlevel, and these are homes with no earthquake damage!

Thank you everyone that participated in the DOI/Seed seminar. It was a great event. Our next DOI Recertification seminars are scheduled for June 4th in Fresno, June 5th in Oakland, June 9th in Chatsworth, and June 11th in San Diego.

Don't forget, over the next few months we will be looking for a new Treasurer, a Vice President, and directors. Please contact me to become more active in the CAIIA. You can be a director and not necessarily go up the chairs. Get your feet wet. It is a great place to belong!!

Thank you for your interest in the CAIIA.

Kimberley Hickey, President – CAIIA 2014-2015
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Kim Hickey
CAIIA President



News of our Members

We are sorry to report that our long time member and friend, **Byron Hubanks**, passed away. The following obituary appeared in the LA Times :



May 25, 1935 - May 23, 2015 Byron Carl Hubanks age 79, son of Carl "Papa" Hubanks and Edna "Nana" Hubanks, died peacefully in his home on Saturday May 23, 2015, sitting in his favorite spot on the couch reading his newspaper and enjoying his morning cup of coffee. As he should. Byron was born and raised in Los Angeles, graduating from Loyola High School in 1953, before attending Stanford University. He went on to receive a degree in philosophy from U.C.L.A. in 1957, and remained a loyal Bruins fan for the rest of his life. Byron worked as an insurance claims adjuster for most of his years, eventually opening his own firm. He remained busy even in retirement, driving all over Southern California investigating insurance claims. Byron was an avid sports fan, a steak lover, possessor of a wickedly dry sense of humor and an armchair oil man. He will be greatly missed. Byron is survived by his wife of 43 years, Darlene; his brother John and sister-in-law Sharon; sons Mark and Aaron Hubanks, daughter Jennifer Robbins; stepsons Michael and Patrick Caneday, stepdaughters Chris Parrish and Lisa Vitello; 16 grandchildren and Abby, one very sad Labrador Retriever. Services will be held at Glendale Presbyterian Church Thursday May 28, 2015, at 2:30pm. In lieu of flowers, donations in Byron's name may be made to his church, Mount Calvary Lutheran Church in Beverly Hills.

Services will be held at Glendale Presbyterian Church Thursday May 28, 2015, at 2:30pm. In lieu of flowers, donations in Byron's name may be made to his church, Mount Calvary Lutheran Church in Beverly Hills.

News from the DOI

Two Los Angeles business owners arrested in alleged million dollar mobile phone insurance scam

LOS ANGELES, Calif. - Jason Kwon, 32, of Santa Fe Springs and David Chang, 32, of Burbank face 41 felony counts of insurance fraud, grand theft and identity theft for allegedly submitting fraudulent claims totaling \$1.3 million to obtain low cost replacement mobile phones that they then sold for profit.

An investigation by the Department of Insurance revealed that Kwon, owner of Talk Talk Wireless, and Chang, owner of Hello Mobile, conspired to submit more than 1000 false claims for allegedly lost or stolen mobile phones.

Both suspects used personal information from mobile phone accounts of unsuspecting customers and forged forms needed to file claims. Chang and Kwon provided the insurer with addresses they had access to and requested the replacement mobile phones be shipped to those locations. The two suspects then sold the mobile phones at a profit.

Chang was arrested May 14, 2015 by Los Angeles Airport Police. Kwon surrendered in court May 19, 2015. Both suspects are held on \$1.57 million bail each and are due back in court on May 28, 2015. This case is being prosecuted by Los Angeles District Attorney High Tech Crimes Unit.

Bakersfield woman impersonates dead mother to collect annuity proceeds

BAKERSFIELD, Calif. - Victoria Coffee, 46, was arrested Wednesday on multiple felony counts including grand theft and identity theft for allegedly impersonating her deceased mother to withdraw a \$41,691 annuity.

Even though Coffee and her siblings were joint beneficiaries of their mother's annuity, Coffee allegedly lied to MetLife Insurance to get them to give her the entire annuity. Department of Insurance investigators discovered that on three separate occasions Coffee called the insurer, posing as her mother, and instructed them to transfer the money from the annuity into Coffee's bank account.

Victoria Coffee was released on \$30,000 bail and is due back in court on Friday, May 22, 2015. This case is being prosecuted by the Kern County District Attorney's Office.

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The term ‘accident’ refers to the nature of the insured’s conduct, and not to its unintended consequences. [] An accident ‘is never present when the insured performs a deliberate act unless some additional, unexpected, independent, and unforeseen happening occurs that produces the damage.’ When an insured intends the acts resulting in the injury or damage, it is not an accident ‘merely because the insured did not intend to cause injury. The insured’s subjective intent is irrelevant.’

Nevertheless, coverage is not always precluded when the insured’s intentional acts result in injury or damage. [] An accident may exist ‘when any aspect in the causal series of events leading to the injury or damage was unintended by the insured and a matter of fortuity.’ [] For example, ‘[w]hen a driver intentionally speeds and, as a result, negligently hits another car, the speeding would be an intentional act. However, the act directly responsible for the injury – hitting the other car – was not intended by the driver and was fortuitous. Accordingly, the occurrence resulting in injury would be deemed an accident. On the other hand, where the driver was speeding and deliberately hit the other car, the act directly responsible for the injury – hitting the other car – would be intentional and any resulting injury would be directly caused by the driver’s intentional act.’”

The *Albert* court also rejected an argument that the accident requirement was met because the damage resulted from “miscalculation by independent contractors,” and that the complaint could be read as alleging negligent supervision: “As discussed, *ante*, it is completely irrelevant that plaintiff did not intend to damage the trees, because she intended for them to be pruned.” The court distinguished the 1959 decision in *Firco, Inc. v. Fireman’s Fund Ins. Co.* (1959) 173 Cal.App.2d 524, where there was a potential for coverage, noting that the sole claim in that case was for trespass to trees under *Civil Code* section 3346, which can be involuntary. Also, there were no allegations in *Firco* as to how the damage had been caused.

But in this case, the *Albert* court agreed that there was no potential for coverage and no duty to defend: “Under any view of the underlying events, the trimming of the trees was no accident. Plaintiff failed to carry her burden to show any of Mr. Baccouche’s claims may fall within the scope of the policy. Accordingly, the trial court did not err in granting defendant’s motion for summary judgment.”

Negligence – Duty Owed by a Religious Organization to One of its Members Who Has Been Harmed By Another Member ***Credit to Low, Ball & Lynch, San Francisco, CA***

Candace Conti v. Watchtower Bible & Tract Society of New York, Inc., et al.
Court of Appeal, First Appellate District (April 13, 2015)

Historically, churches have not been found vicariously liable for the intentional sexual molestations committed by their members. Typically, there must be some form of negligence or responsibility of the church on its own. This case considered whether a church could be found liable for failure to warn of a known molester, or for failing to limit or supervise the offender’s activities.

In November of 1993, two elders of the Jehovah’s Witness congregation at defendant North Fremont Congregation of Jehovah’s Witnesses (“Fremont Congregation”) were made aware that Jonathan Kendrick, a member of the congregation, had molested his stepdaughter via a request for consultation by Kendrick’s family. During the relevant time period, defendant Watchtower Bible and Tract Society of New York, Inc. (“Watchtower”) acted as the Jehovah’s Witnesses’ headquarters. Watchtower’s policy required the Fremont Congregation to contact Watchtower for instructions on handling such a situation in its Congregation on a case-by-case basis. The policy allowed a known child molester to continue to perform field service in the church; e.g., when small groups of two or three people from the Congregation go door-to-door in residential neighborhoods to spread the church’s spiritual teachings. Known child molesters were not allowed to perform field service alone or with a child.

When plaintiff Candace Conti (“Conti”) was between the ages of roughly 9 to 11 years old, from 1994 to 1996 or 1997, she was molested by Kendrick. The Fremont Congregation followed the Watchtower policy of keeping the information about the first molestation confidential. The elders testified they told Kendrick he could not show affection to children, put children on his lap, work with them out in the door-to-door ministry, or work with children in the Kingdom Hall. The elders of the Congregation made sure Kendrick was watched, but saw no need to inform the general Congregation that Kendrick had molested a child because they would have warned the parents of children they saw Kendrick getting close to or isolating.

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Conti testified that Kendrick performed field service with her many times when neither of her parents were present. The molestations occurred when Kendrick drove Conti to his house when they were supposed to be performing field service. At trial, the jury found both the Congregation and Watchtower liable. Both appealed.

First, the Court of Appeal held that the Congregation had no legal duty to warn the general congregation about Kendrick's past conduct, due to a long-standing reluctance in the law to impose a duty for nonfeasance absent a "special relationship" either to the person whose conduct needs to be controlled or to the foreseeable victim.

Here, however, based on their own self-imposed policies regarding field service, the Court found that both Watchtower and the Fremont Congregation owed a duty to Conti and that they breached that duty. "If Watchtower policy was to prevent a child molester from performing field service alone or with children, and even if that policy was communicated to the Fremont Congregation elders, substantial evidence was presented that the elders failed to see that the policy was carried out in Kendrick's case." As a result, a jury could conclude that the elders were negligent in failing to supervise Kendrick's field service. Watchtower determined that Kendrick could continue to perform field service, even though they could have banned Kendrick from that activity. Similarly, the Fremont Congregation determined when, where and with whom field service was to be conducted. The Court held these factors showed that the defendants exerted control over Conti and Kendrick in a manner that satisfied the special relationship doctrine and triggered defendants' duty of care with respect to field service.

Imposing a duty on defendants to take reasonable care to ensure child molesters are accompanied by an adult and not by children during field service is not a heavy burden. Because this was the policy created by Watchtower itself, both defendants were precluded from claiming it was unduly burdensome. The Court concluded that recognizing a duty of reasonable care in supervision of known child molesters in the field furthered the policy of preventing future harm without affecting the confidentiality of penitential communications.

The judgment against the Congregation and Watchtower was affirmed, although the award of punitive damages, which was based solely on the failure to warn, was reversed.

COMMENT

This opinion imposes a duty on organizations with prior knowledge of harmful conduct and the ability to exert control over certain activities to act with reasonable care to prevent known potential harm. If an organization can exert control over the potential victim or perpetrator in an activity, this constitutes a "special relationship." A "special relationship" triggers a duty to act with reasonable care to prevent the known potential harm.

Conclusory Allegations Held Insufficient to Support Declaratory Relief on Right to Independent Counsel or Allocation of Defense Costs Credit to Haight, Brown & Bonesteel, Los Angeles, CA

In *Centex Homes v. St. Paul Fire & Marine Ins. Co.* (No. E060057, filed 5/22/15), a California Court of Appeal held that a developer's declaratory relief lawsuit seeking a declaration of the right to independent counsel was premature because there were no actual facts alleged to suggest an existing conflict requiring the appointment of independent counsel.

Centex was a developer of single-family residences in Corona, California. Centex was sued by the homeowners for construction defects and tendered the defense to Travelers as an additional insured under a policy issued to one of Centex's subcontractors, Oakleaf. Travelers accepted the defense under a reservation of rights, including the right to choose defense counsel. Centex then sued its subcontractors and their insurers for breach of contract to indemnify, defend, and obtain insurance, for equitable indemnity, and for contribution and reimbursement.

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Centex alleged that it was incurring defense costs, alleged that it was an additional insured under policies issued by Travelers to subcontractors, and in particular alleged two claims for declaratory relief: (1) that an allocation was required as between the insurers, Centex and the subcontractors for Centex's defense costs; and (2) that Travelers breached its duty to provide Centex "with a full, complete, immediate, and conflict free defense," causing Centex to incur defense costs and that, by defending Centex under a reservation of rights and appointing its own "panel defense counsel," Travelers had created a conflict of interest with Centex, triggering the right to independent counsel.

Centex contended that Travelers was improperly trying to limit the scope of its coverage to the work of its named insured; improperly denying any covered "occurrence" or "property damage" under the policy; and improperly competing with Centex by seeking recovery or reimbursement from other subcontractors and forcing Centex to share counsel with the subcontractors, while "disadvantageously controlling and manipulating" Centex's defense, particularly the use of experts. For those reasons, Centex alleged that it had an immediate need for independent counsel.

Travelers demurred to the complaint, arguing that no actual facts had been pled to demonstrate manipulation of the defense, and any allocation was premature because the underlying case was ongoing. The trial court agreed, and found "no actual present conflict of interest requiring independent counsel." Accordingly, the court sustained Travelers' demurrer.

The appeals court affirmed. As to the request for declaratory relief on allocation the court stated: "Quite simply, there are not enough facts about liability, damages, or the cost of defense for the trial court to offer any declaration as to the rights and obligations of the parties. Therefore, the trial court correctly determined the seventh cause of action is not 'ripe'—although Centex may certainly be able to renew its claims at a later date."

The same result followed for the claim that conflicts required appointment of independent counsel. Centex alleged potential conflicts of interests with Travelers including Travelers instructing the defense counsel: (1) to sue Oak Leaf, the subcontractor insured by Travelers; (2) to retain and direct the work of experts; (3) to evaluate the contracts between Centex and Oak Leaf to determine what Oak Leaf should contribute towards any settlement with the Corona homeowners; (4) to allocate Centex's defense fees and costs among the subcontractors; (5) to negotiate settlements between Centex and the subcontractors; and (6) to ascertain whether the work performed by Oak Leaf caused property damage.

The court stated: "In other words, Centex asserted that, to the extent panel counsel could challenge the liability of Oak Leaf, it creates a direct conflict of interest by enhancing Travelers' reimbursement claims against Centex. However, these anticipated circumstances have not occurred yet in the underlying litigation." The appeals court went on:

"An insurer has the right to control a defense. Centex argues Travelers will manipulate experts to its advantage without giving any explanation about how that will be accomplished. Similarly, Centex offers a host of allegations about how Travelers will control the litigation without describing how this is occurring in the underlying construction defect litigation. Centex is alleging conclusions without substance, not facts."

The court cited *Blanchard v. State Farm & Casualty Co.* (1991) 2 Cal.App.4th 345, for the proposition that no conflict exists where the insurer and the insured share the same interest in minimizing liability. The *Centex* court rejected the argument that Travelers' reservation of the right to reimbursement of defense costs from Centex for defense of uncovered claims as part of a mixed action gave panel counsel an incentive to control the defense adverse to Centex, in order to increase the reimbursement claim. The court said that regardless of how liability was apportioned in the end, Centex would be covered by either Travelers or other insurers, and since Travelers' liability was derivative of the named insured's liability, Travelers had the same interest in defending the underlying claim for both insureds. Thus, "[t]hese circumstances do not cause a conflict requiring independent counsel."

While the court acknowledged that facts could develop to give rise to such conflicts, "[t]he demurrer to the eighth cause of action was properly sustained—although these claims may also be renewed if they become actual and present."

Insurance commissioner approves new insurance product to fill gap for UberX, Lyft and Sidecar ride-hailing drivers

Farmers Insurance steps up to meet insurance need driven by new technology

SACRAMENTO, Calif.- As demand for ridesharing or ride-hailing services continues to increase for business and personal travel, closing insurance gaps to protect consumers is a priority. Insurance Commissioner Jones announced today that he has approved a new insurance product submitted by Farmers Insurance that closes the gap in insurance coverage for drivers driving for ride-hailing companies, such as UberX, Lyft and Sidecar. Jones was joined by Farmers Group, Inc. CEO Jeff Dailey who also announced the new insurance product is available to consumers starting May 28 through its thousands of Farmers agents across the state.

"Closing the insurance gaps in ride-hailing coverage is essential to making sure passengers, other drivers and pedestrians are protected when ride-hailing vehicles are on the road," said Insurance Commissioner Dave Jones. "I'm pleased to see Farmers, one of California's major insurers, offer a product that closes the coverage gap."

The popularity of ride-hailing services is evidenced by the exponential growth from 2014, when Lyft reported averaging 2.2 million rides per month and Uber nearly 12 million. So far, in 2015, Lyft reports averaging 2.5 million and Uber 30 million rides monthly. Even the business community is embracing the services, noting a 20 percent increase in ride-hailing use from first quarter in 2014 to the same quarter in 2015.

The new product covers period one, which begins once a driver turns on the ride-hailing application and is awaiting a match. Periods two and three-the match and transport period-are covered by the ride-hailing company's insurance. The new policy enables drivers to select coverages that fit their needs, including comprehensive and collision coverages, uninsured and underinsured motorist coverages and medical payments coverage. Including Farmers ride-hailing coverage to a driver's policy will add 8 percent to a customer's premium.

"We want to thank Commissioner Dave Jones and his team for their leadership in helping to make this important, new coverage available to California drivers. As a California-based company, Farmers is proud to be the first major insurer to offer rideshare coverage to consumers in the state," said Dailey. "We recognize the sharing economy will continue to have a long lasting effect on our state and we are committed to continue to work with the commissioner and the entire department on innovative solutions for the benefit of California's consumers."

Education registration form: Print out this form, fill it in and send to Richard with your registration fees. Thank you!

CAIIA 2015 Educational Events

As an authorized California DOI education provider (CDI# 168351), the CAIIA will be presenting its annual education series including:

- 1) Certifications for the CA Fair Claim Settlement Practices (FCSPR) and Seminar on Special Investigation Unit Regulations (SIU) (CDI# 279573 for 2 CE hours). Recertification required every year.
- 2) Seminar for the Evaluation of Earthquake Damage (SEED). (CDI# 279570 for 8 CE hours). Recertification for EQ required every 3 years.
 - a) Included in the SEED program is the training and certification required by CCR, Title 10, Chapter 5, Subchapter 7.5.1, Article 1, §2695.40 through 2695.45 and Insurance Code 10089.3. Those regulations set forth the requirements of Insurance Adjuster Training for Evaluating Earthquake Damage as required for all adjusters who evaluate earthquake claims.
 - b) Includes the FCSPR and SIU certifications at the SEED locations.

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



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

CAIIA Member fee	\$40.00	\$ 79.00
Ins. Co. Employee fee	\$50.00	\$ 79.00
Non-Member I/A fee	\$60.00	\$199.00*
SEED course includes fee for FCSPR/SIU Reg's		
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 San Diego, CA 92108

~Questions? Call Richard Kern @ (619) 280-7702 or via email at: rkern@sodinc.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.

(Anyone wishing to come to the SEED locations for only the Reg's recertification program should note the earlier start time)

FCSPR, SIU & SEED SEMINARS (check one)

May 14, 2015
 Embassy Suites
 900 E. Birch St.
 Brea, CA 92821 [map link](#)

FCSPR/SIU ONLY SEMINARS:

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June 4, 2015
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 Barlow
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 Fresno, CA 93720

June 5, 2015
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 1330 Broadway
 Suite 400 (4th Floor)
 Oakland, CA [map link](#)

June 9, 2015
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 (Los Angeles) 9171 Gazette Ave.
 Chatsworth, CA 91311 [map link](#)

June 11, 2015
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 San Diego, CA 92128

Please visit www.caia.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.

Education registration form: Print out this form, fill it in and send to Richard with your registration fees. Thank you!

On the Lighter Side...

When Insults Had Class...

These glorious insults are from an era “ before” the English language got boiled down to 4-letter words.

A member of Parliament to Disraeli: "Sir, you will either die on the gallows or of some unspeakable disease."

"That depends, Sir, " said Disraeli, "whether I embrace your policies or your mistress."

"He had delusions of adequacy ."

-Walter Kerr

"He has all the virtues I dislike and none of the vices I admire."

- Winston Churchill

"I have never killed a man, but I have read many obituaries with great pleasure."

-Clarence Darrow

"Thank you for sending me a copy of your book; I'll waste no time reading it."

-Moses Hadas

"I didn't attend the funeral, but I sent a nice letter saying I approved of it."

-Mark Twain

"He has no enemies, but is intensely disliked by his friends."

-Oscar Wilde

"I am enclosing two tickets to the first night of my new play; bring a friend, if you have one."

-George Bernard Shaw to Winston Churchill

"Cannot possibly attend first night, will attend second... if there is one."

-Winston Churchill, in response

"I feel so miserable without you; it's almost like having you here."

-Stephen Bishop

"He is a self-made man and worships his creator."

-John Bright

"He is not only dull himself; he is the cause of dullness in others."

-Samuel Johnson

"In order to avoid being called a flirt, she always yielded easily."

-Charles, Count Talleyrand

"He loves nature in spite of what it did to him."

-Forrest Tucker

"Why do you sit there looking like an envelope without any address on it?"

-Mark Twain

"His mother should have thrown him away and kept the stork."

-Mae West