CAIIA Status Report

Happy Father's Day!

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June 2016

California Case Law Updates

Credit to: Tyson & Mendes, La Jolla, CA

PREMISES LIABILITY

Karpinski v. Smitty's Bar, Inc. – 2016 WL 1445338 – Court of Appeal, First District, Division 2, California – April 12, 2016

This matter stems from a bar fight in which Plaintiff Karpinski sustained serious injuries. Plaintiff alleged Smitty's Bar was negligent in allowing two intoxicated individuals to enter and remain in the bar. Plaintiffs also named two other defendants for assault and battery. Smitty's and Karpinski settled for $40,000. Karpinski provided Smitty's with a general release of all claims and noted in the agreement that Karpinski and counsel would negotiate/satisfy/dispose of all liens and would hold Smitty's, its attorneys and its carrier harmless as to any liens. Smitty's would not issue a check to Karpinski solely due to two liens placed by Medicare and the State of California. Karpinski filed a motion for entry of judgment pursuant to the settlement agreement under CCP 664.6. The trial court granted the motion noting that although there was an agreement that plaintiffs would satisfy all liens, it was not a condition precedent to receiving payment of settlement. The Court of Appeals affirmed the judgment noting that Smitty's had a remedy per the agreement should Karpinski not resolve its liens. Further, had Smitty's wanted to make the resolution of liens a condition precedent to funding of the settlement this terms could have been negotiated.

TOXIC TORT

Moran v. Foster Wheeler Energy Corp . – 2016 WL 1450233 – Court of Appeal, Second District, Division 4, California – April 13, 2016

Plaintiff Moran, a salesman for Kaiser Refractories, sold asbestos-containing insulation and refractories (heat-resistant material used to insulate the inner metal surfaces of industrial heaters and boilers) for various large facilities from 1968 to 1980. He was diagnosed with mesothelioma in 2011 and as a result sued various manufacturers and suppliers of the insulation and refractories. The basis for the suit was negligence/failure to warn and strict liability among other things. The jury returned a verdict for the manufacturer finding Plaintiff was a "sophisticated user" of this material and therefore there was no duty to warn. Moran appealed and on appeal the judgment was reversed and remanded for a new trial. The Appellate Court determined there was insufficient evidence to support the "sophisticated user defense."

EMPLOYMENT

Kilby v. CVS Pharmacy, Inc. – 2016 WL 1296101 – Supreme Court of California – April 4, 2016 (Labor and Employment)

This matter stems from appeals made by cashiers/clerks of CVS Pharmacy, Inc. and bank tellers of JPMorgan Chase Bank NA who each sought to commence a putative class action alleging their former employers violated obligations under California wage order requirements to provide seats to these types of employees while working. Class certification was denied in each matter. Plaintiffs appealed and the matters were consolidated for review. Pursuant to California Wage Orders, an employer shall provide suitable seating "when the nature of the work reasonably permits the use of seats." The Supreme Court held that the phrase "nature of the work" under wage orders refers to the tasks being performed and whether the task "reasonably permits" the use of seats is a question to be determined objectively based on the totality of the circumstances.

ATTORNEY-CLIENT PRIVILEGE

DP Pham, LLC v. Cheadle – 2016 WL 1544916 – Court of Appeals, Fourth District, California – April 15, 2016

The underlying action stems from a motion to disqualify counsel for DP Pham for allegedly improperly obtaining copies of privileged communications. The trial court denied the disqualification motion after concluding the communications were not privileged. The Court of appeals reversed, finding the trial court may not review the contents of the communication to determine whether attorney client privilege actually exists. The attorney-client privilege is an absolute privilege that prevents disclosure no matter how necessary or relevant. To the extent it was a confidential communication between an attorney and a client, regardless of the information communicated, there is in fact privilege.

REAL PROPERTY

Hawkins v. Sun Trust Bank – 2016 WL 1367067 – Court of Appeals, Second District, Division 6, California – April 6, 2016

Mortgage holder, Sun Trust Bank, a South Carolina home mortgage company filed a foreclosure judgement against borrowers, Hawkins. The Hawkins filed an appeal of the judgment. In the meantime, before the appeal was finalized, Hawkins also filed an appeal of the judgment for wrongful foreclosure under a California wrongful foreclosure action. The Court of Appeals held the South Carolina default judgment had a collateral estoppel effect barring a California wrongful foreclosure action.

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Inside this issue…..

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Status Report Available

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California Association of Independent Insurance Adjusters, Inc.

President's Message

Paul Camacho

CAIIA President

The first day of Summer is Monday, June 20; are you ready?

I recently attended a webinar on wildfire investigations. It is a summer topic, usually addressed later in the season, but not this year. Again and again, we hear of fires that seem to grow out of control and tap all our resources. The outcome is never pleasant, loss of wildlife, scarred landscape, and if it burns into a populated area, loss of housing. Determination of the origin and cause seems an impossible task at times, but for the most part, the culprit is found.

We are thankful for more precipitation this past rain season, but with it grows the grasses and the increased risk of fire. What is the science behind wildfires and how is the risk determined? I am putting in some links in this report so you can view some of the behind the scenes action. The first link highlights Cal Fire and the Fire Weather Research Laboratory at San Jose State University. https://youtu.be/gLbMW0t4ZvE *(check out the grad student meteorologist)*

Discovering the wildfires is another issue altogether. If a fire is not discovered right away and the weather conditions are prime, you have a situation that is ahead of the resources to contain it. In the Lake Tahoe Region, ALERT (Tahoe) was created and is overseen by the Nevada Seismological Laboratory at the University of Nevada, Reno. The link gives you real time access to cameras and also reports on seismic activity. http://alerttahoe.seismo.unr.edu/

Southern California, also has a similar program, Alert SoCal, operated by researchers at Scripps Institution of Oceanography, UC San Diego. https://scripps.ucsd.edu/news/new-technology-helps-monitor-fire-hazards-southern-california

You will recall the CAIIA is offering courses in several parts of the State of California. We have several **California Fair Claims Settlement Practices Regulations** scheduled in June. On July 12, SEED, **Seminar for the Evaluation of Earthquake Damage** will be held in Sacramento. This class also includes the **California Fair Claims Settlement Practices Regulations**, and is an 8-hour CE approved course by the California Department of Insurance.

If you did not receive our invitation, please go to www.caiia.com and click on the link for the SEED and FCPSR Seminar.

Save the date. We are tentatively scheduling our CAIIA Annual Meeting on October 6 and 7, 2016. More details to follow, but please mark your calendars as time seems to pass way too fast.

Thanks for taking the time to read, see you next month.

Paul R. Camacho, ARM, RPA
President – CAIIA 2015-2016
Mission Adjusters
Paul@missionadjusters.com

NEWS FROM AND FOR OUR MEMBERS

We Need a New VP for the CAIIA

Leland Coontz has decided to retire from being an independent insurance adjuster and is taking on a roll as a Public Adjuster.

Because of this, the CAIIA needs a new Board member.

If you are interested, please contact Kim Hickey at khickey@sdginc.com or call her at 951 283-6410.

We wish Leland well and success in his new endeavor.

Note from the Editor: We recently received this email. It's always great to receive kind words from our subscribers and fellow claims professionals. Thanks, Bruce!

Doug and Sterrett,

This has to be the best newsletter in the country. Personal events and the passage of time has taken me away from regular claims work. But work like this by you guys has kept me up to date on CA law and the activities of CAIIA and with many friends there. I very much appreciate your keeping me on the recipient list. Washington law frequently follows CA and not only because of the 9th Circuit.

Associations and education are the lifeblood of claims. Never doubt your contribution and off hours work, etc. Just get more to help you. They will benefit beyond their imagination. They just don't know until they take the steps.

Best to you both and those who miss you when you are doing this work.

Bruce

Bruce Mountjoy AIC/RPA
Able Claims Service

CALIFORNIA SUPREME COURT TELLS EMPLOYERS TO SIT ON IT

Credit to: Pearlman, Borska & Wax, Encino, CS

On April 4, 2016, the California Supreme Court (CSC), in *Kilby v. CVS Pharmacy, Inc.*, in response to a request from the United States Court of Appeals for the Ninth Circuit, clarified California's seating laws and requirements. California's seating requirement, as set forth in the California Industrial Welfare Commission ("IWC") wage orders, provides "All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats."

The issues arise from two pending cases before the Ninth Circuit regarding employee (EE) seating requirements. The Ninth Circuit certified three questions of the law requiring guidance from the CSC. The three questions and a discussion of the Court's decision were:

(1) Does the phrase "nature of the work" refer to individual tasks performed throughout the workday or to the entire range of an EE's duties performed during a given day or shift?

Defendant, CVS Pharmacy, argued the "nature of the work" question should be determined by looking at a "holistic" approach of the EE's entire job to determine whether seating is required. On the other hand, plaintiff argued the question should be answered by looking at a specific task-by-task approach to determine whether seating is required. The CSC 'split the baby' by finding the "nature of the work" refers to an EE's tasks performed at a given location, i.e., at a cash register, for which a right to a suitable seat is claimed. If the tasks being performed, actual or expected, at a given location reasonably permit sitting, and providing a seat would not interfere with performance of any other tasks that may require standing, a seat is required.
Continued on page 7

Parent Corporation Lacks Standing to Sue Subsidiary's Insurers for Declaratory Relief
Credit to: Haight, Brown and Bonesteel, Los Angeles, CA

In *D. Cummins Corp. v. U.S. Fidelity & Guaranty* (no. A142985, filed 3/30/16), a California Court of Appeal upheld the dismissal of a declaratory relief action filed by the parent holding company of an insured corporation seeking coverage for asbestos claims.

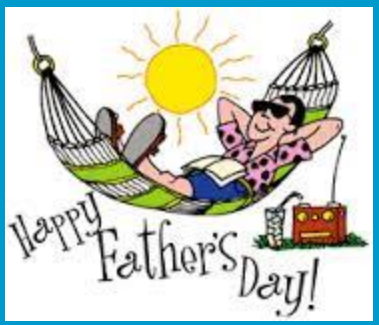
Cummings Corp. installed asbestos containing products in California. It had been insured by USF&G between 1969 and 1992. Cummings Holding, LLC was the parent and majority shareholder of Cummings Corp., which had no assets. The holding company claimed to be "the sole entity responsible for managing the affairs of Cummins Corp., including making decisions as to litigation strategy, resolution and settlement," and sued USF&G seeking a declaratory judgment that the insurer was obligated to defend and/or indemnify Cummins Corp., "in full, including, without limitation, payment of the cost of investigation, defense, settlement and judgment . . . , for past, present and future Asbestos Suits." The insurer demurred on the ground that the holding company had insufficient interest in its insurance policies and, consequently, lacked standing to sue for declaratory relief.

The trial and appeals courts agreed. The appeals court quoted the declaratory relief statute, Code Of Civil Procedure section 1060, which provides that: "Any person interested under a written instrument . . . or under a contract, or who desires a declaration of his or her rights or duties with respect to another, or in respect to, in, over or upon property . . . may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an original action or cross-complaint in the superior court for a declaration of his or her rights and duties in the premises, including a determination of any question of construction or validity arising under the instrument or contract."

However, although the statute is couched in broad terms the court noted that under the companion statute, Code of Civil Procedure section 1061: "The court may refuse to exercise the power granted by this chapter in any case where its declaration or determination is not necessary or proper at the time under all the circumstances." And the appeals court went on to cite instances where parties had been denied declaratory relief against insurers, such as a subsequent landowner seeking declaratory relief regarding the prior owner's insurance coverage (*Otay Land Co. v. Royal Indem. Co.* (2008) 169 Cal.App.4th 556), and shareholders trying to sue their corporation's insurer for declaratory relief (*Seretti v. Superior Nat. Ins. Co.* (1999) 71 Cal.App.4th 920).

The *Cummings* court dismissed authorities cited by the holding company as distinguishable in that all of the parties in the cited cases had a legal interest in, or would have been directly affected by, any interpretation of the terms of the insurance policies. But as the mere parent corporation and majority owner of the insured corporation, the holding company had no facts or legal theories giving it more than an indirect interest in the corporation's insurance policies.

The *Cummings* court wrapped up, stating: "In conclusion, given that Holding Co., the controlling shareholder of Cummins Corp., does not have a contractual relationship with the insurers and is not otherwise interested in the contract between the corporation and the insurers (see § 1060), the trial court acted within its discretion when it concluded that a declaration of Holding Co.'s rights was 'not necessary or proper at the time under all of the circumstances.'"



Have a wonderful day doing all the things you love to do!

DOI Press Release

Ventura man convicted a second time for investment scam targeting seniors

Authorities concerned there are more victims

VENTURA, Calif. - Rod Scott Hormell, 59, of Ventura, pleaded guilty on May 23, to two felony counts, including fraudulent sale of securities and theft from an elder with a special enhancement for theft over $100,000. Hormell was sentenced to five years in state prison and ordered to pay $100,000 restitution to his victim.

Acting as a financial planner, Hormell convinced a woman in 2003 to invest $100,000 in RRV Group, which he represented as a senior board and care housing development, which turned out to be a scam. Hormell kept the rouse going by sending the victim spreadsheets that reflected a profit for her investment.

After the victim passed away, her daughter and only beneficiary, attempted to contact Hormell, but was unable to locate him. An Internet search led her to find Hormell was convicted for financial crimes against seniors in 2013.

The victim's daughter contacted the Ventura County Sheriff's office, which led to an investigation by the Sheriff's Major Crimes Division. After a search warrant uncovered insurance documents, the Sheriff called on the Department of Insurance Investigation Division for their insurance crime expertise.

Evidence revealed there was no senior board and care housing development and the security was a fraud. Hormell was convicted of a similar financial elder abuse crime in 2013 where he acted as an elderly woman's financial planner and scammed her out of $65,000. Following Hormell's first conviction in 2013, the Department of Insurance permanently revoked his agent's license-a revocation he defied when he continued targeting seniors with his investment and financial plan scams.

"Hormell is every consumer's worst nightmare," said Insurance Commissioner Dave Jones. "After being convicted once and having his agent license permanently revoked, he continued to defy the revocation and heartlessly scam seniors."

Hormell was arrested May 11, 2015 on the new charges and remained incarcerated until his conviction this week. Authorities are concerned Hormell may have more victims that are unaware they are holding bogus investment securities. Anyone who used Hormell as a financial planner should contact the Department of Insurance toll-free hotline at 800-927-4357.
The Department of Insurance has issued an Insurance Wide Industry Ban and Cease and Desist Order to Hormell, which bars him from transacting insurance business. Formal sentencing is scheduled for June 21 in Ventura County Superior Court.

This case was prosecuted by the Ventura County District Attorney's office.

DOI Press Release

Baldwin Park Unified School District employee arrested for felony workers' comp fraud

Allegedly exaggerated physical and mental conditions after injury

LOS ANGELES, Calif. - Juanita Denise Schmittle, 50, of Baldwin Park, was arrested by California Department of Insurance detectives on two counts of workers' compensation fraud after allegedly misrepresenting her injuries and mental health conditions suffered while working as an instructional aide for the Baldwin Park Unified School District. Schmittle's misrepresentations resulted in $33,000 in unnecessary treatment costs and unearned disability payments over the course of three years.

Schmittle allegedly suffered injuries to her right wrist, left knee and left hip after slipping and falling onto a wet floor while at work. Schmittle claimed these injuries became progressively more severe and she developed psychological problems, as a result.

The California Department of Insurance launched an investigation after Schmittle's employer reported suspected fraud. The investigation revealed Schmittle's treating physician referred her to a psychologist after she claimed she was depressed from not being able to return to work. After being evaluated by a psychologist it was apparent that Schmittle exaggerated her symptoms and intentionally misled others while malingering.

"Workers' compensation fraud is a costly crime that we all pay for," said Insurance Commissioner Dave Jones. "Insurers pass along the cost of their losses to businesses through higher insurance premiums and those costs are passed onto to consumers through higher prices for goods and services. Ultimately, there is a ripple effect on our economy."

Bail is set at $30,000. The LA County District Attorney's Office is prosecuting the case. If convicted, Schmittle faces up to five years in county jail.

Terminating Sanctions for Attorney Misconduct

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

Rebecca Osborne v. Todd Farm Service, et. al.

Court Of Appeal, Second Appellate District (May 2, 2016)

An attorney, as an officer of the court, has the obligation to respect and follow court proceedings and orders. Failure to do so could result in terminating sanctions as California courts possess inherent power to issue sanctions for "pervasive misconduct" and refusal to follow the court's orders. This case involved a court dismissing a matter after plaintiff's counsel made statements and sought testimony in violation of pre-trial rulings on the inadmissibility of the same.

Appellant Rebecca Osborne ("Osborne") was employed as a stable maintenance worker at the Ojai Valley School. Her duties included lifting and moving hay bales to feed horses kept at the school. In May, 2010, Osborne sustained injuries when she fell eleven feet to the ground while climbing on a bale of hale which gave way. Respondent Todd Farm Service ("Todd") sold and delivered the hay bale to Ojai Valley School. Todd purchased its hay from three suppliers. Respondent Berrington Custom Hay Stacking and Transport, Inc. ("Berrington") was located in Nevada and the other two suppliers were located in Southern California. Osborne alleged that Berrington manufactured and supplied the hay to Todd that gave way, causing her to fall.

During discovery, Osborne failed to make a timely designation of expert witnesses. Instead, after Todd disclosed experts, Osborne served a "supplemental" designation naming hers. At trial, the court granted Todd's motion in limine to exclude opinion testimony from Osborne pertaining to the origin of the hay bales. The trial court also granted Todd's motion in limine to exclude testimony from Osborne pertaining to any statements made by Todd employees relating to the identity or origin of hay delivered to the school or the bale involved in the accident, since the deliveryman was deceased and would not testify at trial, and Osborne was unable to produce a delivery ticket she claimed she had seen on the deliveryman's clip board with Berrington's name on it. Specifically, the trial court ruled the following proposed testimony was inadmissible:

1. Testimony that the hay bale involved in the fall must have come from a certain supplier was inadmissible as lay opinion testimony;
2. Testimony that the delivery person told Osborne that that the hay bale came from a certain supplier was hearsay and not admissible as an admission or a statement against interest;
3. Testimony that Osborne saw a delivery ticket identifying the supplier of the hay bale was not admissible in light of Osborne's failure to authenticate the delivery ticket.

Continued on page 7

Continued from page 6

Osborne's counsel repeatedly disregarded the trial court's ruling. In his opening statement, counsel told the jurors the hay bale at issue was supplied by Berrington, that Osborne would testify based on its appearance and her expertise that the bale came from Berrington, and that she saw a delivery receipt indicating as much. Todd's counsel objected and the trial court issued Osborne's counsel a warning. Osborne's counsel then asked her five times on direct examination whether her supervisor told her where the hay bale deliveries came from. This line of questioning prompted further objections which were sustained and counsel was warned that he was "flirting with a mistrial." The final straw was when Osborne's counsel asked Osborne on redirect where the bale of hay involved in the accident came from. The trial judge immediately excused the jury and ordered the case dismissed with prejudice as to all defendants. The trial court referred to the line of questioning as "flagrant misconduct in violation of the Court's repeated rulings". Osborne appealed the trial court's rulings on the motions in limine and the terminating sanctions.

The Appellate Court upheld the trial court's ruling excluding testimony from Osborne that the hay bale involved in the accident must have come from Berrington. Osborne's failure to make a timely designation of expert witnesses during the discovery phrase prevented Osborne from offering testimony relating to the origin of the hay bale involved in the accident. Furthermore, the testimony was properly excluded as inadmissible lay opinion because no layperson can express an opinion on where hay was grown and baled.

The Appellate Court also upheld the trial court's ruling excluding Osborne's hearsay testimony relating to the origin of the hay bales and the receipt indicating the hay bales came from Berrington. The Appellate Court found it proper to exclude the testimony on hearsay grounds, finding no exception to the rule. The Appellate Court also ruled that Osborne failed to authenticate any receipt indicating the source of the hay bales.

Osborne challenged the trial court's ruling granting terminating sanctions on the grounds that it did not first issue monetary or other less severe sanctions. The Appellate Court recognized that a trial court has the authority to impose a terminating sanction where a party willfully violates a court's orders and it upheld the trial court's ruling. The Appellate Court noted that the trial court did not abuse its discretion and that the record "discloses numerous occasions during appellant's opening statement in which counsel mentioned matters that had specifically been excluded. Similarly, during his direct examination of appellant, counsel repeatedly asked questions calling for excluded evidence. This occurred after the trial court had revisited and clarified its evidentiary rulings at least three times."

The Appellate Court further held that dismissal as to all parties, not just Berrington, was proper as a result of Osborne's counsel's willful and repeated violations of the trial court's in limine orders as both parties suffered prejudice.

Continued from page 3

(2) When determining whether the nature of the work "reasonably permits" use of a seat, what factors should courts consider? Specifically, are an employer's business judgment, the physical layout of the workplace, and the characteristics of a specific EE relevant factors?

Whether the nature of the work "reasonably permits" sitting is a question to be determined objectively based on the totality of the circumstances. The CSC determined the issue of whether the tasks can be performed while seated or require standing should be balanced against whether providing a seat is feasible in light of the particular circumstances. Some factors to consider include: "whether providing a seat would unduly interfere with other standing tasks"; "whether the frequency of transition from sitting to standing may interfere with the work"; and "whether seated work would impact the quality and effectiveness of overall job performance." Further, an employer's business judgment and the physical layout of the workplace may be considered but are not dispositive factors. Lastly, the seating inquiry focuses on the nature of the work, not the particular characteristics of an EE.

(3) If an employer has not provided any seat, must a plaintiff prove a suitable seat is available in order to show the employer has violated the seating provision?

The burden is on the employer to prove unavailability of seating if the employer is seeking to be excused from the seating requirements.

Although the CSC has attempted to provide some clarity to the discussion regarding seating requirements, at the end, it leaves employers in a similar position as before the *Kilby* decision. Ultimately, the CSC decided the evaluation of whether seating is required depends on a number of considerations that are fact intensive by nature. These considerations will likely lead to different results from one job title to another. Regardless, employers should ensure they have properly evaluated whether they are in compliance with the IWC seating requirements as the issue is prime for class action lawsuits.

CAIIA 2016 Educational Events

As an authorized California DOI education provider (CDI# 198351), 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	$100.00
Ins. Co. Employee fee	$50.00	$120.00
Non-Member I/A fee	$60.00	$199.00*

(SEED course includes fee for FCSPR/SIU Reg's)

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

Richard Kern
CAIIA Education Provider Director
c/o SGD
3530 Camino Del Rio North, Suite 204
San Diego, CA 92108

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

_____**May 17, 2016 (Previously Held)**
Brea: Embassy Suites

_____**July 12, 2016**
Sacramento: Kniesels Collision Center
1200 Del Paso Rd, Ste. 140
Sacramento, CA 95834 *map link*

FCSPR/SIU ONLY SEMINARS:

_____**May 17, 2016 (Previously Held)**
Brea: Embassy Suites

_____**June 7, 2016**
Chatsworth: SGD, Inc.
(Los Angeles) 9171 Gazette Ave.
Chatsworth, CA 91311 *map link*

_____**June 9, 2016**
Fresno: Law Offices of McCormick Barstow
7647 N. Fresno Street map link
Fresno, CA 93720

_____**June 16, 2016**
San Diego: S&J Builders
10815 Wheatlands Ave map link
Santee, CA 92071

_____**June 29, 2016**
Emeryville: HSNO Conference Center
1330 Broadway
Suite 400 (4th Floor)
Oakland, CA *map link*

_____**July 12, 2016**
Sacramento: Kniesels Collision Center
1200 Del Paso Rd, Ste. 140
Sacramento, CA 95834 *map link*

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.*

ON THE LIGHTER SIDE...

Truisms

- **If I had a dollar for every woman that found me unattractive, they'd eventually find me attractive.**

- **I find it ironic that the colors red, white, and blue stand for freedom, until they're flashing behind you.**

- **Today a man knocked on my door and asked for a small donation towards the local swimming pool, so I gave him a glass of water.**

- **I changed my password to "incorrect" so whenever I forget it the computer will say, "Your password is incorrect."**

- **Artificial intelligence is no match for natural stupidity.**

- **I'm great at multi-tasking--I can waste time, be unproductive, and procrastinate all at once.**

- **If you can smile when things go wrong, you have someone in mind to blame.**

- **Never tell your problems to anyone, because 20 percent don't care and the other 80 percent are glad you have them.**

- **Doesn't expecting the unexpected mean that the unexpected is actually expected?**

- **Take my advice — I'm not using it.**

- **I hate it when people use big words just to make themselves sound perspicacious.**

- **Hospitality is the art of making guests feel like they're at home when you wish they were.**

- **Television may insult your intelligence, but nothing rubs it in like a computer.**

- **Every time someone comes up with a foolproof solution, along comes a more-talented fool.**

- **I'll bet you $4,567 you can't guess how much I owe my bookie.**

- **Behind every great man is a woman rolling her eyes.**

- **If you keep your feet firmly on the ground, you'll have trouble putting on your pants.**

- **Ever stop to think and forget to start again?**

- **There may be no excuse for laziness, but I'm still looking.**

- **Women spend more time wondering what men are thinking than men spend thinking.**

- **Give me ambiguity or give me something else.**

- **Is it wrong that only one company makes the game Monopoly?**

- **Women sometimes make fools of men, but most guys are the do-it-yourself type.**

- **Change is inevitable, except from a vending machine.**

- **The grass may be greener on the other side but at least you don't have to mow it.**

- **I like long walks, especially when they're taken by people who annoy me.**

- **If tomatoes are technically a fruit, is ketchup a smoothie?**

- **Money is the root of all wealth.**