



Vehicle's Passenger Might be Liable for Harm to a 3rd Party

Credit to Low, Ball & Lynch San Francisco, CA

Miriam Navarrete, et al. v. Hayley Meyer

California Court of Appeal, Fourth Appellate District
(June 22, 2015)

The California Fourth Appellate District reversed the trial court's summary judgement in favor of defendant Hayley Meyer ("Meyer") in a decision that may have far-reaching consequences for passengers traveling in a vehicle. The court held that a passenger who intentionally urged the driver to travel at such an excessive speed that the vehicle became airborne could be found liable for violating Vehicle Code section 21701 (willful interference with the driver of a vehicle so as to affect the driver's control of the vehicle) and civil conspiracy.

On Thanksgiving evening, November 26, 2009, Brandon Coleman ("Coleman"), age 18, was driving his mother's vehicle, a Saturn View, in an unincorporated area in Riverside County. Coleman, a newly-licensed driver, picked up two friends, one of whom was his girlfriend, Hayley Meyer. Meyer sat in the front seat and the trio proceeded to a Rite Aid store to purchase soft drinks.

Meyer told Coleman to take Skyview Drive as a shortcut to the store. Skyview is a residential street with a 25 miles-per-hour speed limit and a fairly long stretch without a stop sign or cross street. Meyer had previously traveled on Skyview numerous times and she knew it had dips in the road that would cause a speeding vehicle to become airborne. Meyer told Coleman about the dips, that it was fun to drive fast on them, and that he should do it. Shortly after Coleman turned onto Skyview, Meyer told Coleman to "go faster."

At the same time, plaintiff Miriam Navarrete ("Navarrete") and two of her three children, ages 3 and nine months, had just gotten into her car after celebrating Thanksgiving with friends. Navarrete's husband, decedent Esteban Soto ("Soto"), age 38, was attempting to put their 4-year-old son in a car seat. At this point Coleman had accelerated to 81 miles per hour, hit the dips, went airborne and lost control of the vehicle, which veered sharply to the right and struck Soto and Navarrete's car. Soto was killed instantly by the impact. Navarrete and her three children suffered some moderate injuries.

Navarrete and her minor children filed a wrongful death action against Coleman, Meyer and the County of Riverside. As to Meyer, they alleged causes of action for violating Vehicle Code section 21701 and civil conspiracy. Vehicle Code Section 21701 states in pertinent part that "no person shall willfully interfere with the driver of a vehicle or with the mechanism thereof in such a manner as to affect the driver's control of the vehicle." With regard to civil conspiracy, plaintiffs alleged that Meyer and Coleman formed an oral or implied agreement to commit a wrongful act by driving on Skyview at an unsafe speed, and that such agreement was the cause of plaintiffs' injuries and the death of Soto.

The trial court granted summary judgment in favor of Meyer, finding no evidence to suggest that Meyer's act of urging Coleman to drive faster either affected Coleman's control over the vehicle or provided the basis for a cause of action for conspiracy. The Court of Appeal reversed, holding that a jury could conclude that Meyer sufficiently interfered with Coleman's operation of the vehicle in violation of Vehicle Code section 21701 and that they agreed to commit that wrongful act which constituted a civil conspiracy.

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Published Monthly by
California Association of
Independent Insurance Adjusters



An Employer
Organization of
Independent
Insurance Adjusters

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CAIIA Newsletter

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Harper Claims Service, Inc.

Permission to reprint is always extended with appropriate credit to CAIIA Newsletter.

Status Report Available by Email and Web Only.

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President's Message

Rain....and more rain. I have really enjoyed the few days of stormy weather we had in July. While it impacts the summer BBQ, it does not stop you from swimming in the rain. I know it will go away....and we will heat up again, but we can still wish....

We will be sending out the Registration Form soon on the Fall/Annual CAIIA Convention in South Lake Tahoe. We are holding it at the Inn By The Lake. Thursday will include a reception or dinner at the Events Center at the Inn. Friday will include a continuing education class, lunch, business meeting, and then the Gala Dinner Dance. There will be a spouse event on Friday and I think this event in South Lake Tahoe will be fabulous!!!

Our nominating committee has been working to fill the openings on the CAIIA Board of Directors. I know I have said this before...but the CAIIA is a great place to belong. You are able to spend time with other members of the Independent Adjusting community, take classes needed for CE credits, and keep up to date on the issues that are impacting our daily work. If you have not been involved, please consider participating in this great organization. You do not have to be on the board to come to the meetings or be involved.

The CAIIA is a Sponsor at the Claims Conference of Northern California August 11 and August 12, 2015 in Sacramento. We have some volunteers to be at the booth handling out CAIIA information, and making luggage tags with your business cards. Please stop by our booth. If you are interested in volunteering to be at the booth, it is not too late. Please contact me to sign up.

Thank you for your interest in the CAIIA.

Kimberley Hickey, President – CAIIA 2014-2015

khickey@sgdinc.com

(800) 661-3067 x200

Cell (951) 283-6410



Kim Hickey
CAIIA President



Wanted: Volunteers for the CAIIA booth at the CCNC!

Please call Kim Hickey at (800) 661-3067 x 200

to Volunteer.

News for and from Members

Note from Peter Schifrin

I represented the CAIIA at the California Insurance Department Curriculum Board Meeting in Sacramento on July 16th.

The pass rate for those taking the independent adjusting exam has improved a bit but remains low. During the first 6 months of 2014, first time test takers passed 30% of the time, repeat takers passed 35% of the time. During the first six months of 2015 first time test takers passed a robust 38% of the time, repeat takers passed 34% of the time.

The DOI is scheduling a workshop in November to review the current test questions for accuracy and validity. If you are interested in joining me as a subject matter expert at the workshop please contact me.

Senate Bill 488, which intends to change the licensing procedures for California independent adjusters, remains active and under edit. It is expected that the bill will be revised to separately address independent adjusters as versus public adjusters.

I have taken the suggestions of members, including that there be single line licenses and tests to the DOI, and am hopeful we will see those suggestions incorporated.

If anyone has any questions or thoughts on these or other related topics, please don't hesitate to give me a call.

Peter H. Schifrin, RPA

CAIIA Past-President

Note from the Nominating Committee

The nominating committee is please to present the following nominees for the 2015-2016 term:

2-year Directors

Pat Bobbs, Claim Review and Consulting Services, Inc.

Keith Hillegas, Keith A. Hillegas Co., Inc.

Bob Lobato, Pioneer Insurance Consultants

1-year Directors

LeeAnne Junge, Thornhill & Associates, Inc.

Peter Kofoed, Peter Kofoed Group

Greig Merritt, American Claim Experts

Secretary/Treasurer

Chris Harris, M3K Business Services

Vice President

Leland Coontz, James M. Humber Company

We are sorry to report. Christine, Art Stromer's wife of forty years, passed away peacefully Sunday morning (7/26) from complications of ALS. She will be dearly missed.

The funeral Mass for Christine will be held on Thursday, August 6, 2015.

St. Denis Catholic Church
2151 S. Diamond Bar Blvd.,
Diamond Bar, CA 91765
909-861-7106

Viewing in the Church's vestibule will begin at 8:45am
Rosary: 9:30am
Mass: 10am

As an expression of sympathy, memorial contributions may be made to www.ALSgoldenwest.org in remembrance of Christine Stromer.

Art Stromer RPA CGA
General Adjuster
SoCal Adjusters LLC
Email: artstromer@hotmail.com

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The Court relied upon *Agovino v. Kunze* (1960) 181 Cal.App.2d 591 for the civil conspiracy cause of action. In *Agovino*, the court held that a participant in an illegal drag race on a city street could be held liable for injuries suffered by the plaintiff when he was struck by another vehicle in the race. The Court found the two participants acted in concert in engaging in the race and, for that reason, the defendant could be held liable for the injuries suffered by the plaintiff even though his was not the vehicle that struck the plaintiff.

The Court applied the same rationale here. The evidence showed that Coleman intentionally accelerated his vehicle to well over the speed limit for the specific purpose of taking the car airborne. He did so at Meyer's encouragement and based on her knowledge of the dips in the road. This was not materially different from that of a separate driver encouraging and engaging in a race. Meyer's contention that she could not cause injury because she was merely a passenger was the very argument rejected by *Agovino* and subsequent concert of action cases. Therefore, a reasonable jury could conclude that Meyer and Coleman expressly or tacitly agreed that Coleman would commit the unlawful act of speeding for the purpose of taking his car airborne. This conduct was sufficiently intentional to support a cause of action for conspiracy.

The court also held that the evidence was sufficient to raise a triable issue of fact as to whether Meyer violated Vehicle Code Section 21701. The court found that direct physical interference with a driver or vehicle is unnecessary for a violation of § 21701. One can "willfully interfere" with the driver of a vehicle in such a way as to affect the driver's control of the vehicle without touching the driver, hindering the driver's ability to see or drive or tampering with the vehicle. It was not required that Meyer have specific intent to affect Coleman's control. She merely had to take some intentional action that in some fashion would affect Coleman's control. Here, Meyer's alleged intent was that Coleman drive fast enough over the dips to take the car airborne. Because a driver's control can be affected when the vehicle's tires leave the roadway, the trial court could not say as a matter of law that Meyer's conduct fell outside the sort of interference that the Legislature sought to prevent in Vehicle Code Section 21701.

New insurance rules for ride-share companies and drivers took effect July 1st

SACRAMENTO, Calif. - A new law requiring that ride-share drivers and companies have liability insurance coverage during all three periods in which they use the ride-sharing application goes into effect today, July 1, 2015. Assembly Bill 2293 (Bonilla) was signed into law in September 2014.

"Closing insurance gaps in ride-sharing coverage is essential to making sure passengers, other drivers and pedestrians are protected when ride-sharing vehicles are on the road," said Insurance Commissioner Dave Jones. "This new law is a good start and requires TNCs to provide liability coverage or make sure drivers have liability coverage during all periods the TNC application is on."

Transporting passengers for hire, also known as livery, has long been excluded from personal auto policies most Californians maintain on their vehicles. Jones encouraged insurers to develop new products that filled identified coverage gaps. To date, the department has approved new insurance products for Farmers Insurance and Metromile to cover ride-share drivers in the pre-match period.

Ride-sharing companies are required under California law to provide drivers \$1 million in liability coverage from the time a match is accepted until the passenger exits the vehicle. But ride-sharing companies currently do not provide comprehensive and collision coverages to the driver unless the driver purchases those coverage on his or her personal auto policy.

"Insurance regulations, in conjunction with the CPUC's other rules, increase consumer safety and protection when using online-enabled transportation," said CPUC Commissioner Liane M. Randolph. "These regulations complement the other requirements the CPUC has instituted for TNCs to operate, including a criminal background check for drivers, a car inspection program, a zero-tolerance policy on drugs and alcohol, and driver training program requirements."

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***Etelvina Jimenez, et al. v. 24 Hour Fitness USA, Inc.
Credit to Low, Ball & Lynch San Francisco, CA***

A health club's liability release will usually bar personal injury claims made by members unless the health club is found grossly negligent. This case provides an example of a potential triable issue of fact as to whether a defendant was grossly negligent for the opposition to a defendant's motion for summary judgment based upon a plaintiff signing a liability release. Also, this case demonstrates how a plaintiff's inability to read English could support a plaintiff's contention that her signature on a release was obtained by fraud.

Plaintiff Etelvina Jimenez ("Jimenez") was a member of 24 Hour Fitness USA, Inc. ("24 Hour"). When Jimenez joined 24 Hour, she signed a Membership Agreement ("Agreement") in English, which contained a liability release provision. Jimenez was found unconscious at a 24 Hour facility near a treadmill machine. Jimenez could not remember what happened. Jimenez hired an accident reconstruction expert who opined that Jimenez sustained injuries after falling backward while using a treadmill. The accident reconstructionist believed that Jimenez had struck her head on a machine which was approximately three feet, 10 inches behind the treadmill's moving belt. 24 Hour filed a motion for summary judgment on the ground that Jimenez' claims were barred by the liability release provision in the Agreement. Jimenez opposed the motion for summary judgment on the ground that there was a triable issue of fact as to whether 24 Hour was grossly negligent and whether 24 Hour obtained Jimenez' signature on the release through fraud, which rendered the release ineffective. The trial court granted 24 Hour's motion for summary judgment. The Court of Appeal reversed the judgment resulting from the trial court's ruling.

In an opposition to 24 Hour's motion for summary judgment, Jimenez provided evidence that the treadmill manufacturer's owner's manual and assembly guide set forth that the minimum space needed for user safety was six feet clearance behind the machine. Jimenez' accident reconstruction expert determined that none of the treadmills at the 24 Hour facility had this minimum six-foot safety clearance. The Court of Appeal found that 24 Hour's failure to follow the treadmill manufacturer's explicit directions to maintain a minimum six-foot safety zone actively created or increased the risk of injury to treadmill users by deliberately setting up the equipment in a dangerous manner. Therefore, there was a triable issue of fact as to whether 24 Hour had assembled and maintained the treadmill with want of even scant care or with an extreme departure from the ordinary standard of conduct; i.e., was grossly negligent.

Also, the Court of Appeal found that the trial court should have denied 24 Hour's motion for summary judgment on the grounds that there was a triable issue of fact as to whether Jimenez' signature on the Agreement was procured by fraud. Jimenez spoke Spanish and did not read or speak English. The 24 Hour manager who signed Jimenez' Agreement did not speak Spanish. When Jimenez signed the Agreement, the manager allegedly made gestures implying that if Jimenez paid the membership fee, she could use the facility. Jimenez interpreted the gestures as meaning that the Agreement only set forth what she needed to pay to use the facility. The 24 Hour manager could not remember meeting Jimenez, but he authenticated his signature on the Agreement. The Court of Appeal found that there was a triable issue of fact as to whether the manager's gestures could constitute a fraudulent misrepresentation of the terms of the Agreement which Jimenez signed. So, a jury could find that Jimenez' signature on the Agreement was produced by a misrepresentation, which precluded the enforceability of the liability release against Jimenez.

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Notes: Meeting the demands of new technology and ride-sharing drivers [{Infographic}](#)

Information about Farmers Insurance for TNC drivers is available at farmers.com/carideshare.

Information about Metromile Insurance for UberX drivers is available at metromile.com/uber.

Transportation Network Company services generally fall into three periods:

Period one: App open - waiting for a match.

Period two: Match accepted - but passenger not yet picked up (i.e., driver is on his/her way to pick up the passenger).

Period three: Passenger in the vehicle and until the passenger exits the vehicle.

AB 2293 requires:

Regular personal auto insurance policies provide no coverage for TNC activities after July 1, 2015.

The TNC company to maintain \$1 million in liability coverage from the time a match is accepted until the passenger exits the vehicle (periods two and three).

The driver or the TNC company to maintain primary liability insurance in the pre-match period (period one).

\$50,000 minimum for injury to a single person

\$100,000 minimum for injury to multiple persons

\$30,000 minimum for property damage

TNCs must also maintain \$200,000 in excess insurance in the pre-match period.

Insurer's Reservation of Rights as to Additional Insured in Construction Defect Lawsuit Does Not Require Insurer to Provide "Independent Counsel" to Additional Insured

Credit to Smith, Smith & Feeley, Irvine, CA

An insurer's reservation of rights letter as to an additional insured in a construction defect lawsuit did not trigger a conflict of interest sufficient to require the insurer to provide "independent counsel" to the additional insured. (*Centex Homes v. St. Paul Fire and Marine Insurance Company* (2015) 237 Cal.App.4th 23)

Facts

Centex Homes (Centex) was the developer of a residential housing project. In connection with the project, Centex hired various subcontractors, including Oak Leaf Landscape, Inc. (Oak Leaf), to assist with construction.

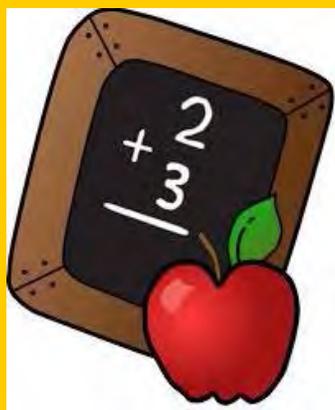
After the project was completed, some of those who purchased homes in the project sued Centex for construction defects. Centex in turn sought coverage as an additional insured on a general liability policy which Oak Leaf had obtained through St. Paul Fire & Marine Insurance Company (St. Paul). In response to Centex's tender, St. Paul agreed to provide "panel defense counsel" to defend Centex under a reservation of rights. Among other things, St. Paul reserved its right to seek reimbursement from Centex of defense costs that were not related to covered "property damage" arising from the work of the named insured, Oak Leaf.

Centex filed a declaratory relief action against St. Paul seeking a determination that St. Paul was obligated to provide "independent counsel" to Centex. Centex alleged that a conflict of interest requiring independent counsel existed because, among other things, St. Paul might instruct panel defense counsel to (1) file a cross-complaint against the named insured, Oak Leaf, (2) determine whether Oak Leaf had any liability to the homeowners in the underlying litigation, (3) determine whether Oak Leaf's work caused "property damage" which would be covered under the St. Paul policy, etc. Centex alleged that to the extent panel defense counsel could challenge Oak Leaf's liability in the underlying litigation, such challenge would enhance St. Paul's reimbursement claim against Centex, thus triggering a conflict of interest requiring independent counsel.

St. Paul demurred to Centex's complaint, arguing that Centex had failed to state a cause of action against St. Paul. The trial court sustained the demurrer and dismissed Centex's claim against St. Paul. Centex appealed.

Holding

The Court of Appeal affirmed the dismissal of Centex's claims against St. Paul. According to the appellate court, Centex had not alleged specific facts indicating an actual, present conflict of interest requiring independent counsel. Centex had merely alleged "anticipated circumstances" that "have not yet occurred in the underlying action." In short, Centex had not pled facts demonstrating a conflict of interest that would give Centex the right to have independent counsel at St. Paul's expense. Further, at least at this juncture, there was no indication that Centex could plead any such facts.



**It's back to school
time!
Already?
Where did the Summer
Vacation go?**

Workplace Stress is not Recognized Mental Disability

Credit to Tyson & Mendes, La Jolla, CA

The Third District Court of Appeal in *Higgins-Williams v. Sutter Medical Foundation* (2015) 237 Cal.App.4th 78 held that alleged anxiety and stress from working under a particular supervisor does not rise to the level of a recognized mental disability for purposes of a disability discrimination claim under the Fair Employment and Housing Act (FEHA).

The plaintiff in *Higgins-Williams* was employed as a clinical assistant at Sutter Medical Foundation beginning in September 2007. In June 2010, she informed her treating doctor she was stressed from interactions with her manager and human resources, and was diagnosed with adjustment disorder with anxiety. The plaintiff's doctor reported her condition as "stress . . . when dealing with her Human Resources and her manager."

The plaintiff was subsequently terminated, and brought four causes of action under FEHA for disability discrimination, failure to engage in interactive process/make reasonable accommodation, retaliation, and disability-related wrongful termination. The only disability she alleged was adjustment disorder with anxiety.

The appellate court held that plaintiff failed to allege a mental disability recognized by FEHA, and therefore summary adjudication of her disability discrimination claim was proper. Citing *Hobson v. Raychem Corp.* (1999) 73 Cal.App.4th 614, the court stated, "An employee's inability to work under a particular supervisor because of anxiety and stress related to the supervisor's standard oversight of the employee's job performance does not constitute a disability under FEHA." According to the court, the plaintiff's claims amounted to "precisely 'the inability . . . to work under a particular supervisor'" held not to rise to the level of a FEHA disability in *Hobson*. The court therefore concluded the plaintiff could not establish the element of disability necessary for her discrimination claim.

The appellate court further held because the plaintiff did not allege a recognized disability, her causes of action for failure to engage in interactive process/make reasonable accommodation, retaliation, and disability-related wrongful termination failed as well.

DOI Press Release

Cal Fire Captain arrested, along with insurance agent brother, for insurance fraud

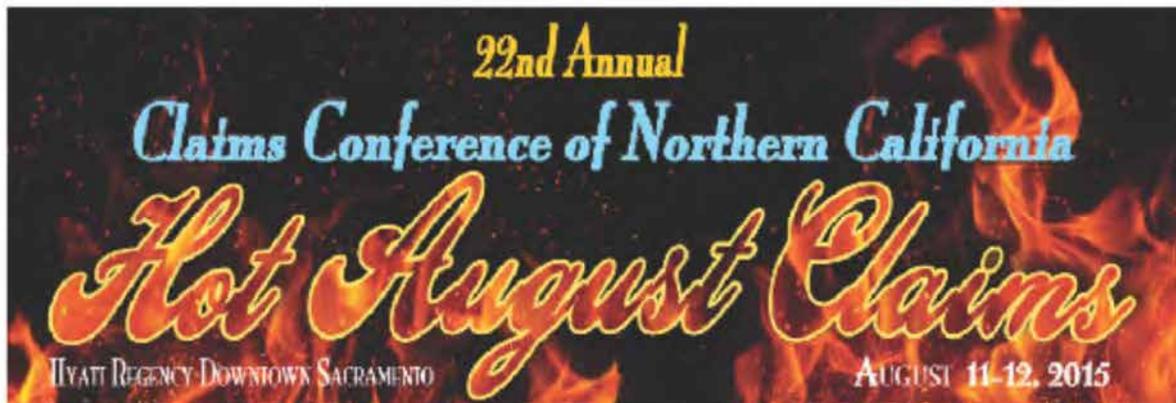
SAN LUIS OBISPO, Calif. - Neal Moriarty, 38, a CalFire Captain, and Ross Moriarty, 42, a licensed insurance agent, were arrested last week on multiple felony counts of insurance fraud. The Moriarty brothers allegedly submitted a fraudulent claim and provided false statements to an insurer in order to collect money following an automobile accident.

"Insurance fraud is an expensive drain on the state's economy, totaling billions of dollars annually," said Insurance Commissioner Dave Jones. "The cost of these scams is passed along to consumers through higher rates and premiums."

An investigation by the California Department of Insurance revealed that off-duty Cal Fire Captain Neal Moriarty hit a deer while driving on the 101 freeway causing significant damage to his vehicle. At the time of the accident, he was uninjured and uninsured. While still at the accident site, Neal called his brother who used his position as a licensed insurance agent to reinstate Neal's automobile insurance.

The brothers conspired to falsify the timeline of the accident and proceeded to report a fraudulent claim to the insurer in the amount of \$13,709 to repair the damaged vehicle. Insurance investigators asked for phone records due to suspicion surrounding the validity of the claim. Neal failed to provide the records and just one month later, withdrew his claim.

Neal and Ross Moriarty were booked into the Santa Cruz and San Luis Obispo County Jails, respectively. Bail for each is \$120,000. Their arraignment will take place on Monday, August 10 at 8:30 a.m. at the San Luis Obispo Superior Court. This case is being prosecuted by the San Luis Obispo District Attorney's office.



**Announcing the 2015 CCNC Program Schedule
Register Now To Attend!**

Special Room Rates at the Hyatt Regency- Register to Stay

On behalf of the CCNC 2015 organizing committee, I am pleased to invite you to the 22nd Annual Claims Conference of Northern California. The conference brings together insurance claims experts from all over the west coast to engage in continuing education, networking and social gatherings. Our theme "Hot August Claims" is sure to be a hot time in the city!

We are honored to have Ulises Castellon, CPCU, RPA as our keynote speaker. Ulises has been a prolific educator in and around our industry over the last 25 years.

Our Continuing Education program this year features Earthquake and Ethics courses. All CE classes meet both the California and Texas DOI requirements. We also have a free afternoon CE session Monday, August 10 for registered attendees.

Tuesday will feature a strong three-tiered line-up of valuable courses, intertwined with our popular trade-show event. Tuesday will be capped by a more inclusive Casino Night, being held right on-site at the Hyatt, including dancing and gaming experiences, plus raffle prizes.

As CCNC President, I know that the success of the conference depends on the many volunteers who have worked to secure the Continuing Education program, Sponsorships, Facilities, Exhibitors, Promotions, Conference materials, and supporting social and administrative arrangements. Thank you to all our volunteers!

Last, but not least, we would like to take the opportunity to thank all of the exhibitors and sponsors. With their support the conference continues to be a success each year.

The 2015 CCNC Planning Committee is pleased to announce the 22nd Annual Claims Conference of N. California's program schedule.

Jack Corry
2015 CCNC President
jack@watersmokemold.com

Monday August 10, 2015

4:00 p.m. - 6:00 p.m.
Fire Claim Investigation - Subro, Arson and Other Exposures (this session will not repeat)

Tuesday August 11, 2015

Opening General Session
Keynote Address:
The Ring of Power -
Ulises Castellon, CPCU RPA

10:00 am-12:00 pm Workshop Sessions
Track 1 - Liability - Commercial Trucking Accident Investigations - What to get before it's gone CE Credits = 2

Track 2 - Property - Earthquake Claims CE Credits = 2

Track 3 - Construction Defects CE Credits = 2

1:00 p.m. - 3:00 p.m. Workshop Sessions
Track 1 - Liability - Protecting the Insured against statutory and non-statutory liers, including Medicare CE Credits = 2

Track 2 - Property - Earthquake Claims CE Credits = 2

Track 3 - Tile Roof Damage Assessment CE Credits = 2

3:30 p.m. - 5:30 p.m.
Track 1 - Liability - Avoiding the pitfalls of Crawford and Additional Insured tenders and what the future may hold CE Credits = 2

Track 2 - Property - Fighting Back Against an Appraisal Ambush - A Case Study CE Credits = 2

Track 3 - Managing a Complex Suspected Property Claim CE Credits = 2

8:00 p.m. - 11:00 p.m.
CCNC Casino Night
Main Ballroom, Hyatt Regency
Downtown Sacramento

Wednesday August 12, 2015

Opening General Session
Dealing With Counsel In Handling and Surviving Third Party Litigation CE Credits = 1

10:30 a.m. - 12:30 p.m.

Track 1 - Liability - Settlement: From First Phone Call to Final Handshake CE Credits = 2

Track 2 - Property - Hoarding CE Credits = 2

Track 3 - Investigative Technology: Social Media and Geolocation in the Real World CE Credits = 2

1:30 p.m. - 4:30 p.m.
Ethics CE Credits = 3

4:30 p.m.
CCNC Drawing and Closing



**Attendee Registration
Sponsorships Available**

**Exhibit Booths are sold-out
at this time**



Click on the image
to register at:

www.ClaimsConference.org

On the Lighter Side...

While we were surfing the web we came across this list of “holidays” for the month of August. Here are some of the more interesting, bizarre and well, just plain dumb things we discovered...

- Get Acquainted with Kiwi Fruit Month
- National Goat Cheese Month
- International Clown Week – August 1–7
- National Stop on Red Week – August 2 – August 8, 2015 (umm, the most basic law of the road)
- National Raspberry Cream Pie Day – August 1
- Grab Some Nuts Day – August 3 (I'm not even going to ask!!)
- World Breastfeeding Week – August 1–7 (First Full Week of August)
- National Underwear Day – August 5 (I don't get it. Are we supposed to give underwear the day off?)
- National Fresh Breath Day – August 6
- Sneak Some Zucchini Onto Your Neighbor's Porch Night – August 8 (OK, who came up with this and why?)
- National Lazy Day – August 10
- Spoil Your Dog Day – August 10 (isn't that every day !!)

- Julienne Fries Day – August 12
- International Lefthander's Day – August 13 (OK, finally one I can get into, us lefties are discriminated against all of the time!)
- National Hug Your Boss Day – August 21, 2015 (Third Friday in August)
- Senior Citizen's Day – August 21 (so if your boss is also old, give him or her 2 hugs)

- Southern Hemisphere Hoodie Hoo Day – August 22
- Go Topless Day – August 23, 2015 (Sunday closest to Women's Equality Day of August 26th)
- International Strange Music Day – August 24
- National Cherry Popsicle Day – August 26 (not just popsicle but Cherry Popsicle)

- International Day of the Victims of Enforced Disappearances – August 30
- Eat Outside Day – August 31 (I like this one. Let me grab my picnic basket!)
- National Trail Mix Day – August 31