CAIIA Status Report

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August 2016

Genuine Dispute as a Defense for Bad Faith
Credit to: Low, Ball & Lynch, San Francisco, CA

Clayton D. Paslay, et al. v. State Farm General Insurance Company; Court of Appeal, Second Appellate District (June 27, 2016)

Under the genuine dispute doctrine, an insurer denying or delaying the payment of policy benefits due to the existence of a genuine dispute with its insured as to the existence or extent of coverage is not liable in bad faith, even though it might be liable for breach of contract. In this case, summary judgment in favor of the insurer was affirmed on these grounds, even where the appellant court held that there was a triable issue of fact as to whether the insurer had breached the contract of insurance with its insured.

Clayton and Traute Paslay (the "Paslays") owned a home in Pacific Palisades insured by State Farm General Insurance Company ("State Farm"). In December of 2010, during a period of heavy rain, a roof drain failed, causing water to enter the house's master bedroom through the ceiling, and damage to other parts of the house. The Paslays reported the incident to State Farm, which arranged for them to live in a rented residence while their house was being repaired. At the end of October of 2011, the Paslays resumed living in their house. State Farm made payments under the policy exceeding $248,000, including $122,770.98 for repairs to the house, but denied coverage for certain items, including work in the master bathroom, replacement of drywall ceilings, and installation of a new electrical panel.

The Paslays sued State Farm, alleging a breach of the insurance contract and bad faith, alleging that State Farm had violated the policy in numerous ways, including refusing to pay for repairs to the master bathroom, refusing to pay for replacement of certain drywall ceilings and the electrical panel, as well as "prematurely forcing" the Paslays to move out of the temporary rental housing.

State Farm sought summary adjudication, arguing that there were no triable issues as to whether it had provided all policy benefits due the Paslays, and also arguing that the bad faith claim failed under the genuine dispute doctrine because there were no triable issues as to whether it had acted unreasonably in denying or delaying any payments. The trial court granted summary judgment, concluding that summary adjudication was proper as to each claim in the complaint, as well as to the claim for punitive damages, because there were no triable issues whether State Farm failed to pay benefits owed under the policy. The Paslays appealed from the judgment entered after the granting of the motion.

The Court of Appeal reversed the trial court's ruling as to the breach of contract claim, but affirmed that State Farm was entitled to summary adjudication on the bad faith and punitive damages claims, based on the genuine dispute doctrine and the fact that there was no evidence the carrier had acted unreasonably.

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Inside this issue…..

CAIIA Newsletter
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Status Report Available

by Email and Web Only.

To add other insurance professionals to our e-mail list, please go to CAIIA. com or e-mail a request to statusreport@caiia.com.

California Association of Independent Insurance Adjusters, Inc.

President's Message

Paul Camacho

CAIIA President

Hello everybody, the summer continues with the high temperatures. As I watch the news, it saddens me to see the fires that seem to be more intense and devastating. Fires are not just limited to the mountains; they include suburban areas with dry vegetation and houses in close proximity to each other. Risks change with the season and we always need to be ever aware. Are you prepared for an emergency? Here is a link to the NFPA regarding emergency preparedness. http://www.nfpa.org/public-education/by-topic/safety-in-the-home/emergency-preparedness

You will recall the CAIIA offered *SEED and FCPSR Seminar* courses in several parts of the State of California. This year, after a few year hiatus, a course was offered in Sacramento. Thanks to all our presenters that volunteered to teach all the CAIIA classes.

As the CAIIA is a volunteer organization, the question I seem to hear more often is where is the value? Success of any organization involves team building; but how is this accomplished? In the tech industry, companies are bringing social activities to the work place, which is designed more like a "campus" in order to foster creativity. Chefs are being hired to prepare meals for the employees, executive and life coaching, extended vacation benefits and the list goes on.

So what is the "hook" of the CAIIA? I can personally say it is the fellow claim professionals that I have met. The business of being an Independent Adjuster is more than just claims. If you own the business, it is addressing all the rules and regulations to be compliant with the locality and employee management.

Yes, we do attend classes as mandated and approved by the CA DOI, and some of us prefer the anonymity of the internet for compliance. I find that I learn more by the questions, answers and the stories of the actual claim addressed by a participant or instructor. I find that although we are competitors, as claims professionals, we look better as an industry when we offer opportunities to learn and be better. If you don't evolve, you are not being useful and will not be an asset.

So here is our "hook" for October 6 and 7th. This is the date of the CAIIA annual meeting in which we will be meeting on the Queen Mary in Long Beach. The CAIIA will offer a 3 hour DOI certified CE class; we will vote on a bylaw update and we will socialize over dinner. If you participate, you can help make this organization evolve and have value.

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

Paul R. Camacho, ARM, RPA

Mission Adjusters
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NEWS FROM AND FOR OUR MEMBERS

Update from the DOI Curriculum Board

I attended the California Department of Insurance Curriculum Board Meeting on behalf of the CAIIA on July 21st. My trip included a 4 hour delay at Sacramento airport; thank you Southwest Airlines!

There was a lengthy discussion of Assembly Bill 2588, which is the bill intended to modify the Insurance Adjuster Act in ways previously discussed. The Bill is set for a Senate Appropriations Committee hearing on August 1st and if all goes well is on track for January 1, 2017 implementation.

The Bill will require licensing of all independent adjusters. In its current form, unlicensed adjusters will have a year to obtain a license. As a small concession, current employees of adjusting companies will be exempt from the 20 hours of pre-licensing education that will be required for new licensees in the future. However, the new pre-licensing education classes which are sure to pop up should assist our brethren in passing the test.

The Bill is highly motivated by the desire to move California to the same individual licensing model as the other 34 states which require licensing, which will allow for reciprocity with most to all of those states going forward.

It was interesting to hear that the estimated number of adjusters who will need to obtain a license is 30,000.

By the way, the pass rate for the IA test remains low. First time takers during the first 6 months of 2016 passed at a 42% rate, repeat takers at a 31% rate. The DOI knows that the test will need to be strongly evaluated if the Bill passes so that the pass rate is more appropriate.

A few more numbers that you may find of interest: There are 1588 individual resident independent adjuster licenses and 417 individual non-resident adjuster licenses. There are 180 organization resident licenses and 120 organization non-resident licenses.

As a contrast, there are currently 351 licensed public adjusters, and 60 licensed public adjusting firms. So you don't think we are a huge segment, there are 220,000 licensed accident and health agents and 256,000 licensed life agents.

If anyone has any questions, please reach out to me at pschifrin@sgdinc.com.

Peter Schifrin, RPA

Schifrin, Gagnon & Dickey, Inc.

CAIIA Past President

How to Attend The CCNC For FREE - CCNC Volunteers Needed

Your Association is again making it presence known to the insurance industry by having a prime location at the Claims Conference of Northern California. It is being held at the Hyatt in downtown Sacramento from September 14 to September 16. The CAIIA needs you to help populate the booth. If you can be at the booth for one session, the CAIIA will pay for your registration fee for the day you are the booth. You will be at the booth for about two hours. If you are at the booth for one session each day (Thursday and Friday) your registration is free. You must be a member of the CAIIA to take advantage of this offer. This is a value added service for being a member of the CAIIA.

Please contact Sterrett Harper via email at harperclaims@hotmail.com. Let him know what hours you are available to be at the booth.

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The Court first dealt with the breach of contract claim, noting that State Farm admitted it was obliged to pay the reasonable and necessary costs of the water damage repairs, subject to the policy's limitations. The Court looked at the evidence offered by both State Farm and by the Paslays as to the damages not paid for, including the master bathroom, the replacement of the drywall ceilings and the installation of the new electrical panel. Although State Farm contended that the master bathroom work had been characterized as "remodeling," there was a triable issue of fact as to the extent to which the bathroom required tear down and rebuilding. Likewise, although State Farm had argued that it agreed to remove the asbestos on the ceiling, and that this could have been scraped off, rather than removing the drywall, there was evidence presented by the Paslays of water damage to the ceiling, and that piecemeal repairs could not be made. The Court determined that summary adjudication on the breach of contract claim was thus improper. (It agreed that there was no triable issue of fact as to the claims regarding the electrical panel and cost of living expenses).

The Court then turned to the bad faith claims. To establish bad faith, the Paslays had to demonstrate misconduct by State Farm beyond the simple denial of policy benefits. A breach of the insurance contract gives rise to tort damages only if the insured shows the denial or delay was unreasonable. Here, the Court determined that the genuine dispute doctrine applied, and that even if State Farm might ultimately be liable for a breach of contract, it was not subject to a bad faith claim. A genuine dispute exists only where the insurer's position is maintained in good faith and on reasonable grounds. Those grounds include reasonable reliance on experts hired to estimate repair benefits owed under the policy. Where the parties rely on expert opinions, even a substantial disparity in estimates for the scope and costs of repairs by itself did not suggest the insurer acted in bad faith.

Here, the only evidence showed that State Farm's expert promptly examined the master bathroom and drywall ceilings, assessed the extent and type of damage, and estimated the costs of the appropriate repairs. The evidence showed that although the parties had discussed abatement of the asbestos on the ceiling, the Paslays' contractor had removed the ceilings and had similarly removed cabinets, pictures and other portions of the bathrooms before State Farm or its contractor had the opportunity to examine the conditions. While the Paslays' evidence of the water damage might ultimately support their claim for breach of contract because State Farm did not pay for those repairs, the Court held that there was nothing to show that State Farm acted in bad faith in denying those claims.

Because there was no basis for a bad faith claim, the Court also confirmed the summary adjudication as to the request for punitive damages. Judgment was reversed to allow trial to proceed on the limited bases for the breach of contract claim, but was affirmed in all other respects.

Privilege for Witness Statements
Credit to Tyson and Mendes, La Jolla, CA

Your insured has been in an accident, and you want to find out what happened before the lawsuit is filed. You send a private adjuster to the scene and discover several third-party witnesses that provide information helpful to your insured. You want to obtain a recorded statement, but are worried about it being disclosed in litigation. Should you do it? Yes, but you better hire an attorney first.

Under California law, recorded statements obtained by an attorney are entitled to protection under the attorney work product privilege. Code of Civil Procedure section 2018.030 codifies California's attorney work product privilege.

Section 2018.030, subsection (a), provides an absolute protection for a "writing that reflects an attorney's impressions, conclusions, opinions, or legal research or theories." Such a writing is not discoverable under any circumstances. Writing is defined in section 2016.020 by reference to Evidence Code section 250. That section defines writing as:

handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and *every other means of recording upon any tangible thing*, any form of communication or representation, including letters, words, pictures, *sounds*, or symbols, or combinations thereof, and *any record thereby created, regardless of the manner in which the record has been stored.*

Id. (emphasis added).

Section 2018.030, subsection (b), provides a qualified protection for all other attorney work product. Discovery of such work product may be permitted, if the court determines that denying discovery of it will

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(i)unfairly prejudice the party seeking discovery in preparing its claims or defenses or (ii) result in an injustice. Section 2018.030 does not define work product; thus, courts have determined whether certain material is protected on a case-by-case basis.

The California Supreme Court addressed the protection afforded to recorded statements in *Coito v. Supreme Court* (2012) 54 Cal.4th 480. There, a mother sued the State of California for wrongful death after her 13-year-old boy drown to death. (54 Cal.4th at 486.) Counsel for the State sent two investigators to interview witnesses to the accident. (*Id.* at 487.) Counsel provided the investigators with questions he wanted asked. The interviews were record and saved on a compact disc. Counsel used the recorded material in depositions of the witnesses. Plaintiff later sought discovery of the recorded statements. The State refused to produce the statements, asserting the attorney work product doctrine. Plaintiff then filed a motion to compel. The trial court denied the motion, and the Court of Appeals reversed, holding the State had made no showing that the statements were attorney work product. (*Id.* at 488.) The State appealed to the Supreme Court.

On appeal, the Supreme Court first addressed whether recorded statements fell within the definition of attorney work product. The Court reviewed the history of the attorney work product privilege in California, and concluded "[i]n light of the origins and development of the work product privilege in California, . . . witness statements obtained as a result of an interview conducted by an attorney, or by an attorney's agent at the attorney's behest, constitute work product protected by section 2018.030. " (*Id.* at 494.)The Court then addressed whether the statements were entitled to absolute or qualified protection. The Court held recorded statements may be entitled to absolute protection if the party asserting the protection can show "'disclosure of the statement would reveal its attorney's impressions, conclusions, opinions, or legal research or theories.'" (*Id.* at 485.) The Court noted a statement would reveal an attorney's impressions or opinions when, for example, the witness's statements were "inextricably intertwined" with explicit comments or notes by the attorney stating his or her impression of the witness, the witness's statements, or other issues in the case. (*Id.* at 495.) Additionally, a recorded statement may reveal an attorney's thought processes when questions the attorney chooses to ask provide an insight into the attorney's evaluation of the case. This is particularly true when the attorney chooses to ask follow-up questions. (*Id.*) Finally, the Court observed in some cases, the "very fact that the attorney has chosen to interview a particular witness may disclose important tactical or evaluative information." (*Id.*)

The Court went on to hold even when a recorded statement does not reveal an attorney's mental processes, the statement is still entitled as a matter of law, to at least a qualified protection under section 2018.030. (*Id.* at 494.) The Court noted that the qualified privilege would apply:

Even when an attorney exercises no selectivity in determining which witnesses to interview, and even when the attorney simply records each witness's answer to a single question ("What happened?"), [because] the attorney has expended time and effort in identifying and locating each witness, securing the witness's willingness to talk, listening to what the witness said, and preserving the witness's statement for possible future use. (*Id.* at 496.) Finally, the Court held a party seeking disclosure has the burden of establishing denial of disclosure will unfairly prejudice the party in preparing its claim or defense or will result in an injustice. (*Id.* at 499.) When, for example, a witness is no longer available or accessible, the party may be entitled to disclosure of the statement. (*Id.* at 496.)

So what's the bottom-line for you? If you want to obtain a recorded statement, there are certain steps that you should take. First, hire an attorney to identify witnesses and to documents efforts taken in doing so. Second, have the attorney draft specific questions to ask the witnesses, including questions that would reveal potential claims or defenses. Finally, consider whether the attorney should be present for the interviews to ask follow-up questions. As stated in *Coito*, follow-up questions are especially revealing of an attorney's thought processes. While all of these steps may be more time consuming and costly, they could save you from having to disclose potentially damaging information in the future. As they say, an ounce of protection is worth a pound of cure.

Disgruntled Former Client Ordered to Remove Yelp Reviews
Credit to: Haight, Brown & Bonesteel, Los Angeles, CA

The Court of Appeal of the State of California – First Appellate District in *Hassell v. Bird* (6/7/16 – Case No. A143233) affirmed an order from a judgment in favor of an attorney and her firm and against a disgruntled former client directing non-party Yelp.com to remove defamatory reviews posted to its site.

Attorney Dawn Hassell ("Hassell") filed suit against Ava Bird ("Bird") arising out of Hassell's brief legal representation. The attorney/client relationship lasted a total of 25 days after which Hassell withdrew from the representation because of difficulties communicating with Bird and Bird expressed dissatisfaction with Hassell. When legal representation terminated, Bird had 21 months before the expiration of the statute of limitations on her personal injury claim.

Bird then published a negative review on Yelp about her experience with Hassell. Hassell requested that Bird remove factually inaccurate statements from the review. In response, Bird both refused to remove the review and threatened to post an updated review and have another review posted by someone else. The following month Bird or someone at her direction created a false Yelp identity and posted another negative review about Hassell.

Hassell filed suit against Bird alleging causes of action for defamation, trade libel, false light invasion of privacy and intentional infliction of emotional distress. Hassell also requested injunctive relief to prohibit Bird from continuing to defame Hassell and requiring Bird to remove each and every defamatory review published about Hassell from Yelp or any other site. After being served with Hassell's lawsuit, Bird posted a third negative review about Hassell on Yelp. Bird failed to answer Hassell's complaint and default was entered against her. Bird did not appear at the default "prove-up" hearing and the court entered judgment against her, awarding Hassell more than $500,000 in damages. The court also granted injunctive relief ordering Bird to remove each and every defamatory review, enjoining Bird from posting any further defamatory reviews on Yelp or any other site, and ordering Yelp to remove all reviews posted by Bird, including any subsequent comments by her. Hassell served Bird with a notice of entry of judgment. Bird did not appeal and the judgment became final.

Thereafter, when served with the court's order, Yelp objected stating it was not a party to the litigation and arguing that Hassell had failed to prove the reviews were defamatory. Yelp filed a motion to set aside and vacate the Bird judgment and alleged it had standing to bring the motion because, although not a party to the action, it was an "aggrieved party" to the judgment. Following a hearing on the motion, the court denied Yelp's motion and found that "Yelp [was] aiding and abetting the ongoing violation of the injunction and that Yelp has demonstrated a unity of interest with Bird." Yelp appealed.

The Appellate Court concluded Yelp was not aggrieved by the default judgment against Bird but was aggrieved by the removal order and thus had standing to appeal. On appeal, Yelp argued the removal order was an injunction against Yelp and that the trial court was without authority to issue the removal order because it constituted a prior restraint of speech. The Appellate Court, however, ruled the removal order did not impose any restraint on Yelp's autonomy and found the order to remove the three specific statements at issue was valid. The Appellate Court found, however, that the language of the order instructing Yelp to remove subsequent comments that Bird or anyone else might post in the future was an overbroad prior restraint on speech. Accordingly, the Appellate Court affirmed the order denying Yelp's motion to vacate the judgment, but remanded the case to the trial court with directions to narrow the terms of the removal order by limiting it to the specific defamatory statements listed on the judgment.

The *Hassell* opinion provides an interesting discussion on the relationship between the now commonplace online review websites and free speech. With the advent of such sites, individuals are easily able to post untrue or defamatory statements about any business or professional with little or no oversight or restraint. Such postings can have grave consequences for professionals who may suffer monetary and reputational injuries as a result. This is especially true when the websites are unwilling to comply with court orders to remove defamatory portions of reviews merely by asserting the First Amendment. The case may provide a more reasoned basis for resolution of such matters in the future .

DOI Press Releases

Whistleblower lawsuit results in $30M award

SACRAMENTO, Calif. -Insurance Commissioner Dave Jones reached a $30 million settlement with pharmaceutical giant Bristol-Myers Squibb over allegations of drug marketing fraud and physician kickbacks. The settlement stems from charges in a whistleblower lawsuit filed by three former Bristol-Myers Squibb sales representatives. Insurance Commissioner Jones joined the whistleblowers in the lawsuit.

"Patients have a right to expect medications prescribed for them are based solely on medical need and not because the physician was given tickets to a sporting event or treated to a lavish golf outing," said Insurance Commissioner Dave Jones. "Illegal and unethical marketing practices put patient health at risk if a medical professional is influenced by the inducements offered by drug makers."

The whistleblower lawsuit alleged that Bristol-Myers Squibb violated the California Insurance Frauds Prevention Act by employing and using sales representatives for the purpose of defrauding private commercial health insurers by using kickbacks to procure patients or clients. The kickbacks were designed to increase physician prescriptions of several drugs produced by Bristol-Myers Squibb including Pravachol, used to lower cholesterol. As part of its alleged scheme, Bristol-Myers Squibb provided physicians and their families with gifts and cash to induce physicians to increase prescriptions for Bristol-Myers Squibb products. Enticements included:

- Box suites at sporting events where physicians were provided tickets, food, drinks, and parking.
- Enrollment in a Lakers basketball camp for doctors and their children.
- Pre-paid golf outings at luxurious golf courses.
- Tickets for physicians and their families to see Broadway plays in California cities.
- Monetary incentives given to doctors responsible for prescription-drug decisions for formularies.
- Lavish dinners, resort hotel trips, and concert tickets, given to doctors who were large-volume prescribers, to induce more prescriptions in the future.

In addition to the $30 million payment, the settlement agreement with the insurance commissioner requires Bristol-Myers Squibb to affirm its commitment to abiding by California laws regulating its sales representatives' interactions with doctors, including compliance with pertinent provisions of the California Health and Safety Code and the California Insurance Frauds Prevention Act. Among other requirements, Bristol-Myers Squibb is required to utilize a Comprehensive Compliance Program that is in accordance with the Office of Inspector General's "Compliance Program Guidance for Pharmaceutical Manufacturers."

CAIIA REGISTRATION FORM

California Association of Independent Insurance Adjusters

ANNUAL FALL CONVENTION– October 6 & 7, 2016

1126 Queens Highway, Long Beach, CA 90802-6390 **Phone: (877) 342-0742**

Call above number for Reservations must be made by **Tuesday, September 6, 2016** for the CAIIA group rate of $149.00 for King or $179.00 for Family/2 Queens (plus taxes and other fees). Prevailing rates may apply after this date or when the group rooms are sold out, whichever occurs first. Rooms are subject to availability. Self-parking discounted rate of $15.00.

Your Name _____ Spouse/Guest _____
Company _____
Address _____
Phone _____ Fax _____
E-Mail _____

EVENT	COST	#TICKETS	TOTAL PRICE
MEMBER CONVENTION Package (*) (Includes reception, breakfast, CE Class/lunch/dinner)	$150.00	#_____	$_____
Spouse/Guest fee (***) ***Name***_____	$100.00	#_____	$_____
Non-Member (**) Convention Package (Includes reception, breakfast, CE Class/lunch/dinner)	$175.00	#_____	$_____
3 Hour CE Class (Includes, breakfast, presentation, lunch)	$100.00	#_____	$_____
President's Gala Dinner/Reception	$100.00	#_____	$_____
		Grand Total payable	$_____

SCHEDULED EVENTS

Please specify which events you and/or your spouse/guest will attend by placing a check mark in the box next to the event.
Complete a separate form for each registrant and additional guest.

Please make your checks payable to CAIIA or pay by credit card.
Mail Registration Form & payment to:

Steve Washington
Washington & Finnegan, Inc.
PO Box 28148
Anaheim, CA 92809

		You	Spouse/Guest
10/06 – 6:30 P.M.	Welcome Reception	[ ]	[ ]
10/07 -- 8:00 A.M.	Registration/Breakfast	[ ]	
10/07 – 9:00 A.M.	Seminar (3 ce credits – TBA)	[ ]	
10/07 – 12:00 P.M.	Lunch	[ ]	
10/07 – 1:30 P.M.	Business Meeting	[ ]	
10/07 – 6:30 P.M.	Reception/cocktail Hour	[ ]	[ ]
10/07 – 7:30 P.M.	President's Inaugural Dinner	[ ]	[ ]

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(*) Members only.
(**) We welcome the attendance and participation of insurance company and risk management claims personnel and attorneys at the President's Gala Dinner Event, the Educational Seminars, and Luncheon following seminars.
(***) Spouse/Guest fee includes alternative activity, breakfast and dinner on Friday. (Possible Thunderbird Lodge / Whitell Mansion Tour)

CCNC, Sacramento Sept. 24-16, 2016. Go to www.claimsconference.org to register:

CCNC
Claims Conference of Northern California

2016 Claims Conference of Northern California, September 14th - 16th
Hyatt Regency Downtown Sacramento

President's Welcome

We are very excited for you to join us for the 24th Annual Claims Conference of Northern California September 14 - 16 at the Hyatt Regency Downtown Sacramento. The CCNC Education Committee has worked diligently on compiling our educational schedule offering CE credits that clearly places priority on new innovation, technological advances and collaboration of our total claims processes. You will find a terrific network of professionals to help you with the resources you need to better manage your claims. You can register and view our full class descriptions at www.claimsconference.org. Look forward to seeing you at the 2016 CCNC!

Tami Umland & Michelle Windsor-Baughman

Hyatt Regency Sacramento

1209 L Street • Sacramento, CA 95814

CCNC group rate available at:

www.claimsconference.org/location

Day 1 Wednesday September 14th

4:00 - 6:00 Hector Alvarez: Workplace Violence from the Insurance Industry Professional's Point of View

Day 2 Thursday September 15th

8:30 - 9:30 Keynote Speaker - Matt Paxton
Matt Paxton is one of the top Hoarding Clean-Up experts in the United States. Paxton is the founder of Clutter Cleaner, author of The Secret Lives of Hoarders and has appeared in over 65 episodes of the televisions show HOARDERS.

10:00 - 12:00 Garrett McGinn • Stephen Roper: Investigations in the Age of Geo Tagging (Social) Data

10:00 - 12:00 Kathleen Taylor: Bio Recovery Services

10:00 - 12:00 Eloy Cisneros: Common Misunderstandings of Hazmat Regulatory Requirements

1:00 - 4:00 Matt Paxton: Extreme Clean-Up: Handling a Hoarding Dilemma

1:00 - 3:00 Andy Downs: Stop Look and Listen: Strategies for Addressing the Unusual Claim

1:00 - 3:00 Brian Schupbach: Commercial Large Loss Estimating with Xactimate

3:30 - 4:30 Jim Nolt: What Kind of Expert Do I Need for this Loss?

3:30 - 4:30 Jeff Taxier • Jon Sommers: Mechanics of Estimate Presentation

Day 3 Friday September 16

8:30 - 9:30 Dale Banda: Identifying and Reporting Fraud, Understanding the Regulations and Surviving a Compliance Audit

9:30 - 10:30 Mathew Scott : Computer Forensic Investigations, Litigation and Complex Cyber Security Claims

9:30 - 10:30 Vinh Pham: Clandestine Drug Lab Assessment & Clean Up

11:00 - 12:00 Julian Pardini: The Adjusters Role in Preparing for Examinations Under Oath

11:00 - 12:00 Steven Viani: Drought Related Ground Subsidence in the Valley

11:00 - 12:00 Kelley Chang: Advanced Excel

1:00 - 4:00 Ruth Griffith: Ethics

1:00 - 3:00 Robert Donahue: Claim Expectations & How Technology Has Changed Them

1:00 - 2:00 Kevin Jones: Contents Restoration vs Total Loss; Stop Throwing Away Money

Register Now!

www.claimsconference.org

Up to 13 CE credits pending approval with RPA and CA/TX DOI (not retro); MCLE pending approval

Sponsor: Jennifer Pinney - jenniferpinney@crdn.com
Exhibit: Lisa Winn - lwinn@pcghome.com
Attend: www.claimsconference.org