

## IS YOUR WEBSITE ADA COMPLIANT? A NEW CYBER RISK Credit to Manning, Kass, et al, Los Angeles, CA

The purpose of the Americans with Disabilities Act (ADA), enacted in 1992, is to assure equal access and services to disabled individuals. The ADA makes it unlawful to discriminate against people with disabilities. Title III of the Act prohibits entities that own, lease, or operate a place of public accommodation from discriminating against the disabled. When we think of the ADA, we envision ramps for wheelchairs or brail room numbers by hotel room doors.

Yet with commerce being conducted online and open to the public, websites must also be accessible to people with disabilities. A wave of potentially costly lawsuits have been filed over websites, claiming that they fail to comply with ADA requirements. Hundreds of demand letters were sent nationwide to real estate brokers complaining that their website are not ADA compliant.

In a letter dated April 29 to the chief of the civil rights division at the U.S. Department of Justice, president Tom Salomone of the National Association of Realtors complained that members are facing ADA complaints and restitution demands, while there is a lack of clear federal guidance on what is required to be ADA compliant as it pertains to websites.

The ADA is actually silent on online accommodation, probably because the Act predates our use of the Internet. Without clear guidance, it has been up to the courts around the Country to resolve the question of whether the DA's accessibility obligations extend to an online presence, and to what extent. Courts have been split on whether—or when—a business is obligated to create an accessible website. However, there are enough cases that hold that the business obligations do indeed extend to its website. Hence, as a precaution, brokers and agents should evaluate their own websites, rather than take the risk of a claim. The Department of Justice (DOJ), the federal agency responsible for enforcing the Act, has long taken the broad position that the ADA's obligations extend to websites under Title III, the section of the ADA that applies to businesses. In September 2010, the DOJ issued an Advance Notice of Proposed Rulemaking regarding the accessibility of web information and services, which sought to add web accessibility requirements to Title III.

While a final rule is not expected until sometime in 2018, the DOJ's position is not favorable to businesses. Therefore, the risk brokers and agents have, is not only from civil claims for restitution, injunction and attorney's fees, but also a claim by the DOJ for penalties.

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Published Monthly by  
California Association of  
Independent Insurance Adjusters



An Employer  
Organization of  
Independent  
Insurance Adjusters

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**President's Message**

Hello to all, I hope your summer has been good and productive as we move towards fall on September 22. I recall the name of a Grateful Dead Album, "What a Long Strange Trip It's Been." That statement equates to so many things going on now, that I don't think anyone will disagree.

So you are sitting on the couch watching your favorite baseball team play. You have shut the windows because you're coaching the team and providing your own commentary, when the phone rings. You have recently upgraded your home phone answering system which announces the callers. You wait before putting your taco, burger and nachos down to get up when you hear, "private caller, unknown number or the best, toll free call." So much for disturbing your couch potato exercises.

Wrong numbers are not uncommon on the business line and many times there is an apology for a misdial. I have done it myself and always apologize and feel a little foolish that I transposed the numbers. I have been the recipient of a wrong number call for several weeks now. The timing was initially odd hours, and I would get a voice mail of silence. I would go through the caller log and see that "Verdeen" from Oregon had called the office.

Well, "Verdeen" eventually got a little bit more confident as I could hear some conversation in the background telling someone that nobody was answering the phone. I let it go and but as the calls kept coming, I heard a wavering voice in the background say, Rollie, Rollie? are you there?

You know, if you get lucky with timing on robo calls, (meaning that you receive them), eventually you will connect with the human-generated wrong number call. I was so lucky and one day, when I saw "Verdeen" pop up on the caller ID, I was going to straighten this out and be done with it. I answered the phone and Verdeen said "Rollie?" I responded no, that she was calling a business and it appeared that she had turned the area code around. There was a pause as she said, "Rollie is not there?" I told her that she had dialed a wrong number. Very sweetly, she apologized for dialing a wrong number and told me she was 100 years old. We spoke for a few minutes and I suggested that she check the area code and she agreed it was a good idea. Nice, problem solved, or so I thought until I received another off-hour's voice mail from Verdeen looking for Rollie.

I was talking to a person the other day and she apologized as she had forgot some details, explaining that she was old. As I listened to her, I could not help but point out that when you are young and forgetful, it is called irresponsible. I told her my thoughts and we both laughed, noting that also when you are young and old, the "filters" don't work so well.

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Paul Camacho  
CAIIA President

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So what happens when we get that claim that we just cannot get agreement...and it moves to the demand for appraisal? I have a suggestion. The CAIIA is presenting a 3-hour class on "Navigating Property Appraisal". It is currently submitted to the DOI for CE approval.

You can sign up for this class being held on October 7, 2016, from 9:00 to 12:00 on the Queen Mary in Long Beach, CA. *Please see the registration form attached to this Status Report.*

Mark your calendars, October 6 and 7<sup>th</sup> is the date of the CAIIA annual meeting in which we will be meeting on the Queen Mary in Long Beach. I hope you can take the time to attend and participate.

*Thanks for taking the time to read, see you next month, and say hello to "Verdeen" if you get a call.*

**Paul R. Camacho, ARM, RPA**

**Mission Adjusters**

**[Paul@missionadjusters.com](mailto:Paul@missionadjusters.com)**



### **ATTEND THE CCNC FOR FREE-VOLUNTEERS NEEDED**

Your Association is again making its 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 at 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](mailto:harperclaims@hotmail.com). Let him know what hours you are available to be at the booth.

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The Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C) has developed, in cooperation with individuals and organizations around the world, a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally, known as Web Content Accessibility Guidelines (WCAG). Even though the DOJ has not formally adopted the WCAG standard, it has directed businesses to the WCAG. Brokers should therefore review the WCAG guidelines to determine whether their websites are compliant (or consult with a technician). An accessible website allows specialized browsers used by persons with disabilities to augment content and make it easier to understand. For example, these programs might add text descriptions to complex graphics, voice-overs that read text aloud, or transcripts of videos. Accessible websites also allow the browsers to easily interact with the website in order to improve and help maximize a person's experience on the site, obtaining the site's information in a format that takes their disability into account. Overall, people who operate sites should consider making it easier for users to get in touch. A website operator may want to consider a feedback form that would help consumers inform the business about what accessibility features may need to be improved. Someone at the company should be able to respond to a particular user's inability to access the site. Further, as long as content is added, it will also need to be ADA compliant.

Once brokers understand what accessibility improvements to their website are required, they should implement the changes. Brokers should also ensure ongoing compliance with the Web Content Accessibility Guidelines as new content is added to the website. Changes will not happen very quickly. The DOJ has generally allowed businesses up to 18 months to implement necessary accessibility changes to their sites, and a civil lawsuit also makes similar demands.

## Auto Policy Language Credit to McCormick, Baldwin, Fresno, CA

***Baldwin v. AAA Northern California, Nevada & Utah Ins. Exchange* (1st Dist. Ct. App. 2016) \_\_\_ Cal. App. 4th \_\_\_, 2016 DJDAR 7164, Case. No. A142217**

**McCormick**

### UNDERLYING CLAIM

Baldwin's almost new Toyota truck suffered structural damage while parked as a result of a collision between two other vehicles. Baldwin had collision coverage with AAA Northern California, Nevada & Utah Insurance Exchange ("AAA"). In addition, one of the other drivers had coverage with AAA for auto losses caused by his negligence. AAA determined that Baldwin's truck was not a total loss and had the vehicle repaired at a cost of \$8,196.06. As a result, the truck's future resale value was reduced by more than \$17,000. Baldwin was provided with a rental vehicle during the period of repair.

Baldwin filed suit against the other two drivers for negligence and included causes of action against AAA for breach of contract and bad faith, arguing that AAA was obligated under his policy and the policy of the adverse driver to either pay him the pre-accident value of the truck or repair it to its original pre-accident condition and that it did neither. AAA filed a demurrer arguing that Baldwin was seeking to recover the lost market value of his truck, a loss specifically excluded by the policy. The trial court agreed, sustained the demurrer without leave to amend, and ordered that a final judgment of dismissal be entered. Baldwin appealed.

### THE APPELLATE COURT'S RULING

In affirming the lower court's ruling, the court of appeal found that the AAA policy language was clear and explicit, providing that AAA "*may* pay the loss in money or repair...damaged...property. (Italics added.)" The use of the word "may" gave AAA the discretion to choose between the options and this conclusion was further supported by the "limits of liability" section of the policy which provided that AAA's responsibility would not exceed the lesser of paying the actual cash value of the damaged property or "the amount necessary to repair...the property with similar kind and quality."

In addition, the policy contained an exclusion stating that the coverage did not apply to loss "caused by diminution in value of your insured car...by reason of a loss otherwise covered by this policy..." Since Baldwin failed to allege any specific facts regarding any unrepaired damage or performance issues with the vehicle post-repair, and only alleged facts showing the vehicle had suffered a decline in future resale value, the court of appeal concluded that the trial court had correctly dismissed the breach of contract claim. (Citing *Ray v. Farmers Ins. Exchange* (1988) 200 Cal. App. 3d 1411 [finding the policy language "unambiguously reserves to [the insurer] the right to elect the most economical method of paying claims"]; and *Carson v. Mercury Ins. Co.* (2012) 210 Cal. App. 4th 409 [court noting that "no repair can ever restore a vehicle to its pristine factory condition" and an insurer that elects to repair "is not also required to pay for any loss of value to the vehicle, which can occur after a seriously damaged vehicle is fully repaired"].)

The court of appeal next considered the bad faith claim and determined that because AAA's conduct was consistent with its obligations under the policy, no such claim could be stated. In addition, the court of appeal determined that Baldwin could not state a third party bad faith claim under the reasoning of *Moradi-Shalal v. Fireman's Ins. Companies* (1988) 46 Cal. 3d 287 and *Coleman v. Republic Indemnity Ins. Co.* (2005) 132 Cal. App. 4th 403. Since both the breach of contract and bad faith claims were insufficiently stated and because Baldwin failed to offer any additional evidence which could cure the defects, the demurrer was correctly sustained without leave to amend and the action dismissed.

### EFFECTS OF THE COURT'S RULING

The court's ruling in this case simply follows established California case law to the effect that an insurer is free to repair a damaged vehicle rather than pay its value if the policy unambiguously allows it this choice, provided the vehicle can be restored to its "normal running condition."

***Bad Faith: Failure to Accept Policy Limit Offer Within Time Specified******Credit to: Haight, Brown & Bonesteel, Los Angeles, CA***

In *Barickman v. Mercury Casualty Co.* (No. B260833, filed 7/25/16, ord. pub. 8/15/16) a California appeals court affirmed a \$3 million bad faith award against Mercury Casualty Co. based upon its failure to accept a policy limit demand within the time provided, finding that wording inserted by the claimants' counsel into the release did not affect the insured's rights such that the refusal to agree to the wording was unreasonable and in bad faith, exposing the insurer to liability for the insured's stipulated judgment.

In *Barickman*, Mercury's insured ran a red light while intoxicated and severely injured two women in a crosswalk. The women agreed to settle their claims for the insured's limits, \$15,000 each; but Mercury would not agree to additional language inserted by the claimants' attorney in Mercury's form release of all claims: "This does not include court-ordered restitution." After the accident Mercury offered to settle for the \$15,000 per person policy limits, and the claimants' counsel requested a statement of assets in order to evaluate the offer. While Mercury's adjuster exchanged correspondence with their counsel about the statement of assets, the insured was sentenced to three years in prison and ordered to pay \$165,000 in restitution to the claimants. The claimants then agreed to accept the policy limits, but their counsel demanded the inclusion of the aforementioned language in the release that "This does not include court-ordered restitution."

In trying to determine whether it would agree to the additional wording, Mercury was given several extensions and the adjuster spoke to the claimants' counsel for clarification, as well as the insured's mother and criminal lawyer. But Mercury ultimately would not agree, the offer lapsed and the claimants brought a lawsuit against the insured. The lawsuit was settled in a stipulated judgment for \$3 million, coupled with a covenant not to execute and an assignment of rights against Mercury. Mercury then paid the \$30,000 and in the ensuing breach of contract and bad faith lawsuit, claimed that it had been concerned with whether the wording was intended merely to prevent a waiver of restitution or also preclude an offset against the restitution award by the amount of the settlement.

Specifically, the adjuster professed a belief that the claimants were seeking to ensure a right to the full amount of the restitution award "on top of" the \$30,000 from Mercury. Mercury acknowledged that under *People v. Vasquez* (2010) 190 Cal.App.4th 1126, payments received by a crime victim from the victim's insurance company or an independent third party such as Medicare for economic losses suffered as a result of the defendant's criminal conduct cannot reduce the amount of restitution the defendant owes, but the defendant is entitled to an offset to the extent those payments are from his or her own insurance for items of loss included in the restitution order. However, Mercury contended that the additional wording proposed by the claimants' counsel could have been interpreted as a waiver by the insured of a right to an offset and claimed that it had an obligation to its insured not to jeopardize that right. (Citing *Coe v. State Farm Mut. Auto Ins. Co.* (1977) 66 Cal.App.3d 981, 994 for the proposition that "[a bad faith] refusal to accept a settlement offer cannot occur where 'acceptance' would itself be bad faith".)

However, the evidence did not support Mercury. The evidence contained numerous instances where the claimants' counsel had explained to Mercury's adjuster orally and in writing that "Mercury has intentionally mischaracterized my added language. The added language simply eliminates any argument that the Court's restitution order is wiped out by the release." In fact, the claimants' counsel had written to the adjuster that "Your characterization that Mercury's payments would not . . . act as a credit on what your insured owes under the restitution order is not only false but, as you undoubtedly know, would violate [California] Law under *People v. Bernal* (2002) 101 Cal.App.4th 155."

Moreover, Mercury's adjuster ignored the written demand from the insured's mother that even though the offer had lapsed it should pay the policy limits. Instead, Mercury chose to proceed in defending the personal injury lawsuit and continued to try getting the claimants to sign releases without the restitution wording.

The bad faith case was tried to a retired judge sitting by reference, who found in a bench trial that Mercury had acted unreasonably and in bad faith. In his statement of decision, the referee explained that:

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## California's "Accepted Work" Doctrine; When is an Owner Liable?

Credit to: Tyson and Mendes, La Jolla ,CA

The "accepted work" doctrine or rule provides that once an owner who has contracted for the construction of an improvement has accepted the work, the owner is solely liable to third parties injured due to a defect or condition of the improvement. The theory is the owner, by accepting the work, implicitly approves of its safety and takes on the responsibility towards third parties. (*Boswell v. Laird* (1857) 8 Cal. 469, 498.) The rule has evolved, however, to apply only to those defects which are patent, so that it is fair to place upon the owner the obligation of recognizing them and requiring them to be corrected before the work is accepted. (*Sanchez v. Swinerton & Walberg Co.* (1996) 47 Cal.App.4th 1461, 1466–1470.)

*Sanchez, supra*, 47 Cal.App.4th 1461 was a slip and fall case. An upstairs landing of a building had been constructed so that it sloped slightly towards the entrance, which caused water to pool on the landing during rainy periods. The owner and the owner's employees had noticed the problem in the past and had attempted to rectify it by placing sandbags to divert the water. (*Id.* at p. 1464.) The appellate court had no difficulty in concluding any defect in the construction was patent, relying both on the fact of the pooling and the evidence that the problem had actually been observed by the owner. (*Id.* at pp. 1470–1471)

For the purpose of applying the "accepted work" doctrine, you must meet your burden, if one considers both the specific evidence presented and reasonable inferences to be drawn therefrom. (*Carlsen v. Koivumaki* (2014) 227 Cal.App.4th 879, 891–892.) First, you must be fully paid for your work. Second, your work must be accepted by the owner. It helps if your contract provides that final payment is to be made only after the owner or the owner's agent, such as an Architect or Construction Manager, inspected the work and found it "acceptable." This is another way of saying final payment is to be made after the work is "accepted." Hence, you will then be relieved of liability for any injury suffered by a third party.

Although many courts believe the "accepted work" doctrine only applies to bar actions by the injured party and not actions for indemnity by a joint tortfeasor, the "shorthand" rule is that there can be no duty to indemnify without liability to the injured party. (*Prince v. Pacific Gas & Electric Co.* (2009) 45 Cal.4th 1151, 1159.) Just as the acceptance rule places sole responsibility upon an owner who accepts work which constitutes a patent risk to the public, it should place the same sole responsibility upon an owner who accepts work which contains a product which constitutes a patent risk to the public. After the point of acceptance, the owner has the sole power to correct any known problems and protect the public.

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"[B]ased upon the totality of the evidence, the language did not constitute a non-acceptance of the policy limits and was essentially superfluous: 'It was unnecessary for [the claimants' counsel] to put it in the release, because the law was clear that a release in a civil case would not release a defendant in a criminal case from a restitution order made by a criminal court. The language added was not vague or ambiguous. It only dealt with the Plaintiffs' legal right to receive restitution. It did not refer to the insured's right to offset the money paid by the insurer against the restitution ordered by the criminal court. Mercury's contention that the language added to the release 'did not protect the insured against a waiver of her right to restitution offset' has no merit."

Further, the referee rejected Mercury's attempt to deflect responsibility by pointing to objections from the insured, her mother and criminal defense counsel to the wording, saying that "[T]he law is clear that an insured does not have a right to object to a settlement within the policy limits of an automobile liability policy."

The referee awarded the claimants damages in the amount of the judgment in the underlying case (\$3 million) plus 10 percent interest from the date of the judgment and costs of suit. The superior court entered judgment based on the statement of decision, which was affirmed by the appeals court.

## TUTTLE: SUBROGATION, SETOFFS AND CREDITS

### Credit to Pearlman, Borska and Wax, Encino, CA

In the recent unpublished Court of Appeal decision of *Tuttle, et al. vs. Ukiah Adventist Hospital*, the issues of subrogation, setoffs and credit rights were addressed.

Tuttle slipped and fell down a stairwell of an office building where his employer leased space. Due to his injuries, Tuttle filed a workers' compensation claim against Lincare's insurance carrier, Liberty Insurance Corporation ('Liberty'). Liberty expended over \$625,000 in indemnity and medical benefits to Tuttle.

Tuttle also filed a Complaint with the Superior Court for his injuries and damages, while his wife claimed loss of consortium. In this third party lawsuit, numerous entities connected with the building were named as defendants, including the owner of the premises, Ukiah Adventist Hospital dba Ukiah Valley Medical Center ('Ukiah').

Liberty filed a Complaint-in-Intervention seeking to recover in subrogation its workers' compensation lien, which had an actual value of \$625,520.67. Ukiah purchased this lien from Liberty for \$375,000, whereby Liberty was no longer a party in this lawsuit.

The Tuttles settled their civil case for \$2.2 million with all defendants except Ukiah. Thereafter, the personal injury lawsuit was tried against Ukiah with regard to only the issue of damages. Prior to Trial, the parties stipulated to Ukiah's negligence, which was the sole cause of Tuttle's injuries and resulting damages.

The jury awarded Tuttle \$2,476,378.86 and awarded his spouse \$150,000 for her loss of consortium. The Trial Judge entered judgment in accordance with the verdict.

Subsequently, Ukiah filed a Motion to vacate the judgment and enter a new judgment reflecting the setoffs and credits due it for the pre-Trial settlements with the other defendants and the workers' compensation benefits paid by Liberty. The Court granted this Motion and reduced Tuttle's judgment by the portion of the pre-verdict settlements attributable to economic damages (\$1,074,843.40) and by the workers' compensation benefits paid by Liberty, less attorney fees of 40%, or a total of \$375,312.41. Therefore, the Trial Judge entered an amended judgment awarding \$1,026,223.05 to Tuttle.

Tuttle's counsel appealed the amended award reductions on various grounds. However, the Appellate Justices unanimously upheld the Trial Judge's calculation of the credits due to the third party defendant. With regard to the issues relevant to setoff, credit rights and workers' compensation subrogation, the Court of Appeal ruled as follows:

- (1) CCP Section 877 provides a judgment in favor of a tort plaintiff shall be offset by the amount of pre-Trial settlements paid by other defendants.
- (2) Non-settling defendants are entitled to reduce their liability to the claimant by credit rights per the aforesaid code section.
- (3) The setoff right should not be reduced by plaintiff's attorney's fees and costs in procuring the pre-Trial settlements.
- (4) Liberty's workers' compensation lien of \$625,520.67, which had been purchased by Ukiah, was properly reduced by 40%, the plaintiff's reasonable attorney's fees, pursuant to Labor Code Sections 3856 and 3860, as well as the Common Fund Doctrine, an equitable principle to be discussed in the next issue of *The PBWire*.

The purpose of setoff and workers' compensation lien credit is to prevent a plaintiff employee from receiving a double recovery. For that reason, the Trial Court's amended judgment was affirmed.

**CAIIA REGISTRATION FORM**  
**California Association of Independent Insurance Adjusters**  
 ANNUAL FALL CONVENTION– October 6 & 7, 2016



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

**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. **Please make your checks payable to CAIIA or pay by credit card.**  
 Complete a separate form for each registrant and additional guest. **Mail Registration Form & payment to:**

	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	[ ]	[ ]

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



(\*) **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](http://www.claimsconference.org) to register:



## 2016 CCNC Education Schedule, September 14-16th

### Day 1 Wednesday September 14

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

Providing the adjuster a better understanding of the impacts of a critical incident such as an Active Shooter may have on a covered property, facility or organization.

### Day 2 Thursday September 15

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 television show *HOARDERS*.

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

Contributing to an independent insurance adjuster's understanding of insurance coverage and how investigations can bring a suspect claim to a close.

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

In this class, you will come to understand the process necessary to decontaminate and dispose of contaminated waste at a Trauma and/or Bio Hazard Scene.

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

Attendees will understand when and what environmental regulatory standards apply to claims involving damage to building materials.

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

This course will cover why understanding hoarding is important to Insurance Companies, Adjusters and Property Management Professionals.

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

Recognizing these unusual situations and strategies, beyond or in place of customary procedures, which may assist in moving the claim to an appropriate conclusion.

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

This course will outline the process of using Xactimate software to estimate large commercial losses. Participants are encouraged to bring a laptop computer.

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

In this presentation emphasis is placed on the characteristics of the loss and what kind of expertise is most likely necessary from the expert.

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

Preferred methods to organize the estimate as well as methods of reviewing the estimate to increase the number and success of "on-site" settlements.

### Day 3 Friday September 16

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

The presentation will discuss identifying and reporting suspected fraud and how CEN evaluates and monitors claim professionals.

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

In this presentation you will learn about Computer Forensic processes and procedures, types of evidence that is collected, preserved and analyzed.

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

Education and awareness to professionals working in the remediation, restoration and property claims industry about drug labs and how they contaminate structures.

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

This course will focus on the adjuster's role before, during and after the examination under oath.

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

This presentation will discuss the extent of expansive soils, their effects on buildings and infrastructure, recommended remediation techniques and long term concerns.

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

The course will provide intermediate to advanced training in MS Excel.

1:00 - 4:00 **Ruth Griffith: Ethics**

As we explore what ethics is, this session will also challenge you to participate in hourly group activities.

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

This course will contrast claim handling and claim management as technology has improved and has this technology provided better customer service.

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

Diving into the Total Loss aspect of Property claims and how the insurance companies are unnecessarily throwing away contents, and therefore money.



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*Up to 18 CE credits pending approval with IFA and CA TTDOL (not retro); MCLE pending approval*

## CCNC 2016 EDUCATION COMMITTEE

CHAIR - Haven Fry • JM Environmental, Inc.

Katie Howard • Wingard Construction

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