CAIIA Status Report

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March 2016

## Firefighter Rule applies to UPS Worker

*Credit to: Tyson and Mendes, La Jolla CA*

In Moore v. William Jessup University, 2015 WL 9464864, the Court of Appeal used the firefighter rule to bar a negligence action by a UPS driver who was injured after lifting a mislabeled box.

FACTS
Plaintiff worked as a UPS delivery driver for 15 years and had 20 years of experience lifting and handling packages for UPS. Plaintiff injured his wrist, shoulder, and back after picking up a mislabeled box in the William Jessup University ("University") mailroom. The subject box had a shipping label stating the box weighed 48 pounds, however plaintiff estimated the box weighed 70 to 80 pounds based on his 20 years of experience. UPS customers are required to attach warning labels to packages weighing 70lbs or more; however, plaintiff knew customers sometimes mislabel packages.

Plaintiff filed a workers' compensation claim and sued the University for negligence. The University filed a motion for summary judgment on the ground it did not owe a duty to protect plaintiff from injuries arising from lifting heavy boxes, which was an inherent risk of his employment, and the University did not increase the risk inherent in plaintiff's job. The trial court granted the summary judgment motion, concluding the University owed plaintiff no duty of care, and the doctrine of primary assumption of risk barred plaintiff's action. Plaintiff appealed contending the primary assumption of risk did not bar his negligence action because the University increased the risk of injury to him by failing to state the true weight of the box and by failing to use highlighted tape to mark the box.

RULING
The Court of Appeal affirmed the trial court's ruling, finding the primary assumption of risk doctrine barred plaintiff's action. The Court of Appeal applied the firefighter's rule, a specialized assumption of risk doctrine applied in the employment context, which states a person who starts a fire owes no duty of care to the firefighter who is employed to respond to fires. The Court stated receiving an injury in the course of moving or lifting heavy objects was a risk inherent in plaintiff's occupation.

As such, the Court concluded the risk of injury from lifting heavy boxes that may be labeled with inaccurate weight information was inherent in plaintiff's job as a UPS delivery driver, and the University did not owe a duty to protect plaintiff from that risk; nor did the University increase the risk of harm to plaintiff.

For public policy reasons, the Court stated the nature of plaintiff's job duties and the relationship between the parties did not support a conclusion the University had a duty to protect plaintiff from his injuries or that the University increased the risk of harm to plaintiff. The risk of injury based on inaccurate weight information on a shipping label prepared by a UPS customer was an obvious risk of plaintiff's job. The University secured the services of plaintiff's employer to ship the boxes plaintiff was moving as

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Inside this issue…..



**CAIIA Newsletter**
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California Association of Independent Insurance Adjusters, Inc.



## *President's Message*

Paul Camacho
CAIIA President

Hello everybody, can you tell I have been having a little fun with the monthly President's Message? If I have checked the correct sources on the internet, and we all know that if it's on the internet it is true, Spring is ready to launch on March 20, 2016!

March is such a fun month, we have all the flowers and trees coming out of hibernation, Spring training, March Madness and St. Patrick's Day on March 17. I prefer to dwell on the positive side and ignore the fresh pollen and the day after St. Patrick's celebration. St. Patrick's Day is an excuse for everybody to be a little Irish and celebrate. Here is a true fact, my father's lineage is from Mexico and my mother's lineage is from Ireland. I am a true *Carlos Murphy*.

So we have all heard about *Murphy's Law* and how it applies to our lives with the inevitable results that is, *if anything can go wrong, it will.* I have found many more axioms that may apply to our lives:

Customer Service Law • Press 9 for a live operator, the 6,5,4 and listen for the dial tone.

Parents Law • This toy can be assembled easily and will last for minutes.

Spouse Law • I need your help, not really, but it is your fault.

Martial Arts Law • Not to be confused with marital counseling, although similar.

Pet Law • My dog is friendly and does not bite, but that's not my dog.

Do Not Call List Law • Really, you are calling my cell number?

Spring Cleaning Law • Never got around to it.

Volunteer Law • What do you mean nobody else is on this committee anymore?

How do we stay prepared? The best way is to be open to learn and grab every opportunity for education. Another way is to be involved with the CAIIA and your local claims organizations and network. Sometimes the best lessons are learned from those that have had the experience and are willing to share.

We have our Mid-Term Meeting all set to go on April 8 in San Diego. The registration form has been emailed, so fill it out and return. Not only do you get the benefit of 3 hours continuing education of ethics, you can enjoy sunny San Diego. If you did not receive a flyer, let me know and I will get it sent to you.

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

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


**A best friend is like a 4 leaf cover– hard to find and lucky to have!**

## DOI Press Releases

### Medical professionals indicted in multi-million dollar kickback and bribery scheme

*Department of insurance conducts investigation of massive workers' comp insurance fraud operation resulting in 13 new indictments*

**SAN DIEGO, Calif. -** A complex investigation into one of the largest cases of workers' compensation health care insurance fraud in department history has led to 13 indictments announced today against seven Southern California-based medical professionals. This is the second wave of indictments against attorneys, doctors and medical providers who ripped off nearly 20 insurance companies by taking kickbacks totaling nearly half a million dollars for treatments including chiropractic, pain management, echo cardiograms and even sleep studies resulting in millions of dollars of fraudulent workers' compensation insurance claims.

These indictments are the result of a joint investigation by the Department of Insurance, FBI, U.S. Attorney's Office, and the San Diego District Attorney's Office. The operation was first announced in November when federal indictments were handed down to eight defendants including doctors and their associates.

"These providers built an elaborate and illegal kickback and bribery scheme that bought and sold patients - putting profits ahead of patient medical needs," said Insurance Commissioner Dave Jones. "Workers' compensation is designed to protect injured workers and legitimate businesses, not create a fraudulent profit center for providers bent on taking advantage of the system. Fraudulent enterprises like this create a multi-billion dollar drain on California's economy."

Commissioner Jones has made combatting medical provider fraud a major priority for the department, devoting additional resources and establishing a statewide task force to investigate these crimes. He also increased funding to district attorneys across the state to prosecute these crimes, providing nearly $35 million in grant funds this fiscal year.

"The individuals committing the crimes are intelligent people - doctors, lawyers and medical providers who often know how to cover their tracks, making it difficult to catch them," said San Diego District Attorney Bonnie Dumanis. "But these criminals got greedy, working to expand their criminal enterprise from Los Angeles and Orange Counties, further into San Diego County, looking for more patients, more illegal referrals, and more money in their pockets."

In addition to today's state charges, the U.S. Attorney's Office announced federal indictments against three additional defendants who allegedly recruited individuals to file workers' compensation claims resulting from on-the-job injuries. The defendants then directed these patients to specific chiropractors who met a pre-determined quota of referring new patients for goods and services such as MRIs and medical equipment.

**CALLING ALL CAIIA MEMBERS:**

We are looking for volunteers for our booth at the CCC to be held in Garden Grove at the Hyatt Regency on March 8th & 9th. It is a great way to network with industry people and fellow CAIIA members. If you are interested, please contact Sterrett Harper at harper-claims@hotmail.com or 818-414-2675.

Continued from page 1
part of his regular job duties when he was injured; plaintiff had 20 years of experience lifting and handling packages for UPS; and plaintiff was in the best position to guard against lifting injuries. Further, the Court stated applying the doctrine of assumption of risk in cases like this promotes the use of commercial shipping or delivery services and properly places the burden of ensuring the safety of delivery persons, who have to move or lift packages, on the businesses who employ them and can provide necessary training, supervision, and assistance in their work.

The Court did not reach the question whether the doctrine of secondary assumption of risk applied because the Court concluded the University owed no duty to prevent injuries resulting from a risk inherent in plaintiff's occupation. Because the Court found the University did not owe plaintiff a duty under the primary assumption of risk doctrine, the Court also did not need to address whether the University owed plaintiff a duty under the Rowland v. Christian factors.

The primary assumption of risk doctrine is a powerful tool in defense counsel's arsenal under the right factual scenarios. While traditionally applied to bar plaintiff's claims in sports and recreational contexts, the court of appeals continue to extend the doctrine to employment-type cases based on public policy grounds.

## *Supreme Court Approves Public Entity Design Immunity Defense*
## *Credit to Low, Ball, Lynch, San Francisco, CA*

*Randall Keith Hampton, et al. v. County of San Diego*
Supreme Court of California
(December 10, 2015)

In California, a public entity can be liable for injuries caused by dangerous conditions of public property – including roads. However, the public entity may sidestep liability by asserting design immunity. In order to successfully assert this defense, three elements must be proven: (1) there is causal relationship between the design and the accident; (2) the entity made a discretionary approval of the design; and (3) substantial evidence supports the reasonableness of the plan, as discussed in Government Code § 830.6.

In *Hampton v. County of San Diego*, the Court addressed the second element, concluding that the discretionary approval element "does not implicate the question whether the employee who approved the plans was aware of design standards or was aware that the design deviated from those standards." The public entity is not required to prove in its case that the employee who made the discretionary approval had authority to disregard applicable design standards. The Court's discussion is a broad affirmation of the discretionary approval provided by a qualified official (often a design engineer) of a reasonable design.

In *Hampton*, the plaintiff was injured in a collision between his vehicle, which was attempting a left turn, and another vehicle on a two-lane thoroughfare. The claim against the County, a public entity, was that the design and construction of the intersection where the accident occurred afforded inadequate visibility and failed to meet applicable county design standards because it did not describe, depict or account for an embankment along the thoroughfare that impaired visibility. The County presented evidence that the design standards contemplated that drivers would "creep forward" after stopping at the stop line to improve visibility before making a turn, thus eliminating the impairment caused by the embankment.

The County moved for summary judgment. Plaintiff contested whether the County had met the requirements for discretionary approval because the design did not depict the embankment and visibility did not meet county standards. The trial court granted summary judgment to the County, and the appellate court affirmed. The Supreme Court also affirmed, holding that, in evaluating discretionary approval, trial courts are not to consider whether the approving engineer was aware of design standards or that the design in question met those standards. The rationale for this lies with the legislative intent of avoiding having a jury re-examine and second-guess governmental design decisions at trial. Allowing such a re-examination would defeat the purpose of the design immunity, i.e., giving the jury the power to make its own decisions where public officials have been vested with authority to act.

For both legal and practical reasons, a trial court can consider whether the approving official, knowingly or unknowingly, approved the plans under the third element — the reasonableness of the design. On a practical point, the Court recognized that the reasons and motivation of the approving official would likely be unavailable, as design immunity defenses often occur many years after approval, forcing the entity to rely on distant memories. Furthermore, the allegation that the officials applied the wrong standard does not divest an entity of a discretionary choice, but goes to the reasonableness of the design.

## *Evidence of Industry Custom and Practice May Be Admissible in Strict Products Liability Cases*

*Credit to Low, Ball and Lynch, San Francisco, CA*

*William Jae Kim, et al. v. Toyota Motor Corporation, et al.*

Court of Appeal, Second Appellate District
(January 19, 2016)

William Jae Kim and Hee Jon Kim filed a strict products liability action against Toyota Motor Corporation after William lost control of his 2005 Toyota Tundra pickup and was involved in an accident. The Kims alleged the accident occurred because their Tundra lacked electronic stability control ("ESC") and that this constituted a design defect. (ESC senses tire slippage and applies brakes to help drivers maintain control.) ESC was optional, not standard, equipment on Tundras when the Kims' Tundra was manufactured. The jury found no design defect and awarded judgment to Toyota.

The trial court denied the Kims' in limine motion to exclude evidence that automotive industry custom was to not include ESC as standard equipment in pickup trucks. The Second District Court of Appeal affirmed, holding such evidence may be admissible in a strict products liability action, depending on the nature of the evidence and the purpose for which the proponent seeks to introduce it, parting from prior cases holding evidence of industry custom and practice is never admissible in strict products liability cases and with a recent case suggesting such evidence is always admissible.

There are two alternate tests for identifying a design defect in a products liability action. Under the "consumer expectations" test, the widely accepted minimum expectations about the circumstances under which a product should perform safely set the standard. Here, the second test, the "risk-benefit" test, was in issue. Under the "risk-benefit" test, the plaintiff must prove the design proximately caused the injury; if the plaintiff succeeds, the burden shifts to the defendant to prove the design's benefits outweigh its risks. The jury may consider, among other factors, the gravity of the danger, the likelihood it would occur, mechanical feasibility of a safer design, financial cost of an improved design, and adverse consequences to the product and consumer that would result from an alternative design.

The Court of Appeal reviewed leading cases on the subject. In *Titus v. Bethlehem Steel Corp.* (1979) 91 Cal.App.3d 372, the trial court refused to instruct on the meaning of "product defect." The court reversed, reasoning that absent such an instruction the jury might have found the product was not defective because industry custom and practice was to offer safety guards as optional equipment rather than standard. Titus stated that custom and usage is not a defense in strict liability actions. *Grimshaw v. Ford Motor Co.* (1981) 119 Cal.App.3d 757 involved a Ford Pinto which exploded when rear-ended. The jury was instructed on the consumer expectations test but not the risk-benefit test. *Grimshaw* held the jury's focus in product liability claims is properly directed to the condition of the product itself, not to the reasonableness of the manufacturer's conduct, and thus custom and practice was irrelevant. In *Buell-Wilson v. Ford Motor Co.* (2006) 141 Cal.App.4th 525, the trial court properly excluded evidence comparing the Ford Explorer's rollover rate with that of other vehicles, holding that such evidence was evidence of custom and practice, and admission of custom and practice evidence would have been reversible error as the consumer expectations test does not involve considerations of reasonableness of the design, and custom and practice had not been held to be a factor in risk-benefit analysis. In contrast, the Court of Appeal looked at *Howard v. Omni Hotels Management Corp.* (2012) 203 Cal.App.4th 403, involving an allegedly defective bathtub, and holding industry custom and practice should be taken in account as part of the design defect balancing process.

The Kim court rejected both of these theories and instead settled on a middle ground. The court reasoned that the old rule was based on an "outmoded theory that strict products liability is so inherently different from negligence that it should not share any features with negligence doctrines." It noted that the California Supreme Court has incorporated negligence principles into strict products liability doctrine, such as when it acknowledged that while the two inquiries are not identical, risk-benefit balancing may resemble a negligence inquiry in some ways (*Barker v. Lull Engineering Co.* (1978) 20 Cal.3d 413); when it held evidence of the state of the art at the time of manufacture or distribution is admissible in strict products liability failure-to-warn cases (*Anderson v. Owens-Corning Fiberglas Corp.* (1991) 53 Cal.3d 987); and that the sophisticated user defense applies in strict liability failure-to-warn cases (*Johnson v. American Standard, Inc.* (2008) 43 Cal.4th 56). The Kim court concluded that evidence of industry custom may be relevant to risk-benefit analysis in certain cases, subject to challenges under Evidence Code section 352 that its probative value is substantially outweighed by the risk of undue prejudice or confusing the issues, or if it is otherwise inadmissible.

The Kim court gave several examples: (1) Evidence that a manufacturer's competitors tried to produce a safer alternative design which malfunctioned or functioned only at an unsustainable cost would be relevant to mechanical feasibility, as would evidence that such a design by a competitor was functional and cost-effective; (2) evidence that a competitor's alternative design made the product less efficient or desirable (including aesthetic considerations) would be relevant to the adverse consequences factor, as would contrary evidence; (3) evidence may be relevant to rebut an opponent's arguments – here, the Kims' argument that pickups are similar to SUVs, that SUVs had ESC, and that Toyota was going to make ESC standard on its trucks until it learned its competitors were not going to do so, could be rebutted by evidence of a decision by Ford about including ESC on its pickups. On the other hand, evidence that competing trucks did not offer ESC would not be admissible because it does not tend to prove whether the product is dangerous.

## *Contractual Assignees Are Not Subject To Equitable Subrogation Rule Of Superior Equities*

### *Credit to Haight, Brown and Bonesteel, Los Angeles, CA*

In *AMCO Ins. Co. v. All Solutions Ins. Agency* (No. F070038, filed 2/8/16), a California Court of Appeal held that claims against an insurance broker for failure to procure requested coverage are assignable, and that express contractual assignments of such claims are not subject to the rule of superior equities that otherwise limits an insurer's rights under the equitable subrogation doctrine.

In *AMCO v. All Solutions*, AMCO insured a restaurant in Sonora, California. An electrical fire in a neighboring building caused damage to the insured restaurant. The owner of the neighboring property where the fire originated was uninsured. When the restaurant owners sued the neighbor for property and business losses, he stipulated to judgment and assigned his rights against his insurance broker, who had allegedly failed to procure coverage for his property. AMCO paid the restaurant owners for property damage and filed its own subrogation action against the uninsured neighbor, who again stipulated to judgment and assigned his rights against the broker to AMCO.

The *AMCO* court first rejected an argument that claims against insurance brokers should not be assignable. The court noted that causes of action are generally assignable in California, the exception being "confined to wrongs done to the person, the reputation, or the feelings of the injured party, and to contracts of a purely personal nature, like promises of marriage." (Citing *Rued v. Cooper* (1893) 109 Cal. 682, 693.) The *AMCO* court disagreed that a broker malpractice claim is analogous to a legal malpractice claim, which is one recognized exception, saying that "communications between a client and an insurance broker are not protected by a privilege of confidentiality and, given the standardized nature of insurance policies, the product ultimately delivered to the client cannot be regarded as highly or uniquely personal."

The *AMCO* court then addressed the question whether assigned causes of action against an insurance broker are subject to the rule of superior equities. The court noted that confusion exists regarding the terms "subrogation" and "assignment," saying that "[s]ubrogation has been called a sort of assignment by operation of equity and the equivalent of an equitable assignment. Conversely, voluntary assignment has been deemed a kind of subrogation [] Thus, the broadest usage of the term 'subrogation' includes transfers of causes of action that are implemented by either (1) contract, which is a consensual arrangement, or (2) operation of law without the consent of the owner of the cause of action."

The court clarified its intent stating that "This opinion seeks to avoid the ambiguity in the broad term 'subrogation' and its potentially confusing overlap with contractual relationships by using the term 'equitable subrogation' to refer to the transfer of rights against a third party that arises in equity and occurs only by operation of law because a party (i.e., the subrogee) has paid a loss of another (i.e., the subrogor). [] In contrast, we use the term 'contractual assignment' to refer to the transfer of rights based on a voluntary agreement between the party transferring the rights (i.e., the assignor) and the party receiving the rights (i.e., the assignee)." In other words, the court was distinguishing between contractually-based and purely equitable claims.

Citing *Patent Scaffolding Co. v. William Simpson Constr. Co.* (1967) 256 Cal.App.2d 506, the *AMCO* court recited the elements for a pure equitable subrogation claim as: (1) The insured has suffered a loss for which the party to be charged is liable, either because the latter is a wrongdoer whose act or omission caused the loss or because he is legally responsible to the insured for the loss caused by the wrongdoer; (2) the insurer, in whole or in part, has compensated the insured for the same loss for which the party to be charged is liable; (3) the insured has an existing, assignable cause of action against the party to be charged, which action the insured could have asserted for his own benefit had he not been compensated for his loss by the insurer; (4) the insurer has suffered damages caused by the act or omission upon which the liability of the party to be charged depends; (5) justice requires that the loss should be entirely shifted from the insurer to the party to be charged, whose equitable position is inferior to that of the insurer; and (6) the insurer's damages are in a stated sum, usually the amount it has paid to its insured, assuming the payment was not voluntary and was reasonable. The *AMCO* court focused on the fifth element, which reflects the "rule of superior equities."

The *AMCO* court said that in certain situations California courts have applied the principles of equitable subrogation to bar a contractual assignee from pursuing the assigned cause of action. (Citing *Dobbas v. Vitas* (2011) 191 Cal.App.4th 1442 and *Meyers v. Bank of America etc. Assn.* (1938) 11 Cal.2d 92.) But the *AMCO* court found those cases limited to certain facts. Specifically, the *AMCO* court stated that "we conclude that the principles of equitable subrogation do not extend to situations where the contractual assignee was not a surety and does not occupy the role of potential equitable subrogee. The practical impact of *Meyers* and *Dobbas* is that a surety in the position of a subrogee cannot avoid the principles of equitable subrogation by obtaining an assignment of the cause of action to bolster its position."

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The court then evaluated the respective claims of the restaurant owners and of AMCO, to conclude that neither was subject to the requirement for proving superior equities in their situation. As to the restaurant owners, the issue was straightforward, in that they were not sureties, i.e., not insurers. Thus, the restaurant owners could proceed against the insurance broker without having to demonstrate superior equities.

For AMCO, the analysis was slightly different, in that AMCO was an insurer and therefore potentially within the court's rule that a subrogating surety cannot bolster its position (and therefore escape having to prove superior equities) by obtaining an assignment. But the *AMCO* court avoided that problem by concluding that AMCO did not have a subrogor-subrogee relationship with the neighbor in the first instance. Thus, the neighbor's assigned claim against his insurance broker was not duplicative of AMCO's subrogation claim against the neighbor, but a wholly different cause of action. As a result, AMCO could also proceed against the insurance broker without having to prove the element of superior equities.

The *AMCO* court then reinforced its ruling by also holding that the broker had failed to establish that its position was equal or superior to AMCO's. In particular, the court was swayed by the fact that in moving for summary judgment, the broker had failed to show undisputed material facts demonstrating that if he had procured insurance for the neighbor, it would not have affected allocation of the loss. That is, that AMCO would still have had to pay if he had procured coverage. The court said that the coverage of any insurance that the broker might have procured was speculative, and the court could not determine how that might have affected AMCO's own coverage obligation. Consequently, the court could not determine relative equities as between the broker and AMCO.

Finally, the *AMCO* court held that the issue of whether the broker was, in fact, negligent in procuring, or failing to procure, insurance, was disputed and therefore, not capable of summary judgment. There was a factual dispute over whether the broker had failed to communicate a notice of nonrenewal and whether he had been requested to procure alternative coverage, as well as what that coverage might have been. Accordingly, the court remanded the case for trial on the broker's negligence.

## *DOI Press Release*

# Southland woman charged in bogus insurance policy commission scam

*Pocketed over $67,000 in illegal commissions*

**LOSANGELES, Calif.** - Teresa Marie Davis, 52, of Pomona CA, was arrested at her home by Department of Insurance investigators and booked on multiple counts of identity theft and grand theft in an alleged bogus life insurance scam that netted her over $67,000 in illegal commissions. Her preliminary hearing is scheduled for February 26 in Pomona Superior Court.

Davis, a former licensed agent, allegedly used the names of several businesses to establish employee payroll acknowledgements, which signified to the insurer that the businesses' employees were eligible to apply for insurance policies. Davis also used fictitious business names and address to establish some of the payroll acknowledgements.

Using the fictitious information, Davis allegedly submitted 393 insurance applications between March-October 2011, using fictitious consumer information and addresses. Davis did also use four peoples' identities to apply for insurance policies and added fictitious addresses in order to conceal her crime.

Some of the people whose identities Davis used to submit fraudulent applications told investigators they did receive letters from the insurer about a policy, but disregarded it because they thought it was an error.

"This case is a warning to businesses and individuals on spotting potential identity theft," said Insurance Commissioner Dave Jones. "Do not simply disregard mail you receive because you believe it's an error; it could be the warning that something more serious is going on." The insurer became suspicious when premium notices were returned for invalid addresses and the applicants' information turned out to also be fictitious.

Davis received a total of $67,534.23 in commissions by submitting fraudulent insurance applications.

# COMBINED CLAIMS CONFERENCE
## "Going for Gold"
## MARCH 8-9, 2016
## HYATT REGENCY
## ORANGE COUNTY

The Combined Claims Conference (CCC) is a two-day program offering continuing education for CPCU, RPA, MCLE, CIPI, CALI, WCCP and the California and Texas Departments of Insurance for independent adjusters, attorneys, investigators and brokers.

***The conference includes four separate educational tracks: Property, Liability, Special Investigations Unit (SIU) and Workers' Compensation.*** Our quality speakers address the most pressing topics during the sessions. Included in your registration fee is admittance to all conference sessions, two continental breakfasts, breaks, two luncheons and Tuesday's Casino Night.

**REGISTRATION FEES:** Register early to take advantage of the lowest registration fee.

**Qualified Rate:**
**Register By January 12:**
One-day: $75.00 (either Tuesday or Wednesday)
Two-day: $125.00
**Register after January 13 – February 25**
One-day: $95.00 (either Tuesday or Wednesday)
Two-day: $175.00
**After February 25 or On-site registration:**
One-day: $125/day (subject to availability)

**All-Others:**
One-day: $275 (either Tuesday or Wednesday)
Two-day: $500

**Discount Pricing Available:**
Pay for five registrations and get one free.
Pay for 10 registrations and get three free.
Pay for 15 registrations and get five free.

You must be employed in the following fields in the insurance and claims industry to qualify for the CCC **"Qualified" rate**: Independent Adjuster, Insurance Carrier, Risk Management, Appraiser, Private Investigator, Workers' Compensation Claims Professional, Attorney or Agent/Broker. All others register at the **"All Others"** rate.

**SCHOLARSHIPS:**
The Combined Claims Conference Committee is pleased to offer Conference Scholarships to the Insurance Professional. We are offering a limited number of one day and two day scholarships which cover the registration fee to attend the 2016 Combined Claims Conference in Garden Grove, California. Conference registration includes breakfast, breaks and lunch on the day(s) you are attending as well as admission to all sessions, handouts, continuing education credits and the conference program manual.

**Eligibility:** You must be employed by an insurance company, TPA, broker or public entity to qualify for the Scholarship Program: Managers, Supervisors, Adjusters, Appraisers, Risk Managers and Underwriters are welcome to submit applications.

For more information, visit the "Scholarship" page on the CCC website (www.combinedclaims.com) or contact John Ruiz (john@claimseducationpanel.com). Scholarship recipients are chosen by the Combined Claims Conference Committee members.

**Combined Claims Conference**
**P.O. Box 255431**
**Sacramento, CA 95865-5431**
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*Mention CAIIA by March 7, 2016 when calling for Reservations for conference rate of $149. (ϕ)*

# CAIIA Mid-Term Business Meeting

## Thursday April 7th & Friday April 8th, 2016

## CAIIA REGISTRATION FORM

Your Name _____ Spouse/Guest _____

Company _____

Address _____

Phone _____ Fax _____

E-Mail _____

| EVENT | COST | #TICKETS | TOTAL PRICE |
|---|---|---|---|
| *MEMBER CONVENTION Package (*)* (Includes Reception, Continental Breakfast, CE Class/Lunch/Meeting) | $ 150.00 | #_____ | $_____ |
| Non-Member *Convention Package* (Includes Reception, Continental Breakfast, CE Class/Lunch) | $ 175.00 | #_____ | $_____ |
| *Spouse/Guest fee* *Name*_____ *(Includes all but business meeting)* | $ 100.00 | #_____ | $_____ |
| *3 Hour CE Class Only* (Includes Continental Breakfast, Presentation, Lunch) | $ 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.

| | | You | Spouse/Guest |
|---|---|---|---|
| 4/07 – | 6:30 P.M. Reception | [ ] | [ ] |
| 4/08 - | 8:00 A.M. Registration/Breakfast | [ ] | [ ] |
| 4/08 – | 9:00 A.M. Seminar | [ ] | [ ] |
| 4/08 – | 12:00 P.M. Lunch | [ ] | [ ] |
| 4/08 – | 1:30 P.M. Business Meeting (*) | [ ] | |

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

**Paul Camacho, ARM, RPA**
**c/o Mission Adjusters**
**PO Box 18444**
**South Lake Tahoe, CA 96151**

| Check one→ | AMEX VISA M/C | 3/4 Digit Security # (CV) | |
|---|---|---|---|
| Cardholder Name: | | Signature: | |
| Card No: | | Expiration Date: | |
| Card Address: (City/State/Zip) | | | |

(*) Members only. *(ϕ)=Plus Tax, $7.00 Facility fee and $16 overnight parking…includes in-room high speed internet/wi-fi, refrigerator, microwave, etc..*

**ON THE LIGHTER SIDE...**

**Two elderly gentlemen from a
retirement center were sitting on a bench under a tree
when one turns to the other and says:
'Slim, I'm 83 years old now and I'm just full of aches and pains.
I know you're about my age. How do you feel?'
Slim says, 'I feel just like a newborn baby.'
'Really!? Like a newborn baby!?'
'Yep. No hair, no teeth, and I think I just wet my pants.'**

**Hospital regulations require a wheel chair for patients being discharged However, while working as a student nurse, I found one elderly gentleman already dressed and sitting on the bed with a suitcase at his feet, who insisted he didn't need my help to leave the hospital. After a chat about rules being rules,
he reluctantly let me wheel him to the elevator.
On the way down I asked him if his wife was meeting him.
'I don't know,' he said. 'She's still upstairs in the
bathroom changing out of her hospital gown.'**

**Couple in their nineties are both having problems remembering things. During a checkup, the doctor tells them that they're physically okay, but they might want to start writing things down to help them remember…
Later that night, while watching TV, the old man gets up from his chair. 'Want anything while I'm in the kitchen?' he asks.
'Will you get me a bowl of ice cream?' 'Sure.'
'Don't you think you should write it down so you can remember it?' she asks.
'No, I can remember it.'
'Well, I'd like some strawberries on top, too.
Maybe you should write it down, so as not to forget it?'
He says, 'I can remember that. You want a bowl of ice cream with strawberries.'
'I'd also like whipped cream.
I'm certain you'll forget that, write it down?' she asks.
Irritated, he says, 'I don't need to write it down, I can remember it! Ice cream with strawberries and whipped cream - I got it, for goodness sake!'
Then he toddles into the kitchen. After about 20 minutes, The old man returns from the kitchen and hands his wife a plate of bacon and eggs..
She stares at the plate for a moment.
'Where's my toast ?'**

**A senior citizen said to his eighty-year old buddy:
'So I hear you're getting married?'
'Yep!'
'Do I know her?'
'Nope!'
'This woman, is she good looking?'
'Not really.'
'Is she a good cook?'
'Naw, she can't cook too well.'
'Does she have lots of money?'
'Nope! Poor as a church mouse.'
'Well, then, is she good in bed?'
'I don't know.'
'Why in the world do you want to marry her then?'
'Because she can still drive!'**

**Maurice, an 82 year-old man, went to the doctor to get a physical.
A few days later, the doctor saw Maurice walking down
the street with a gorgeous young woman on his arm.
A couple of days later, the doctor spoke to Maurice and said,
'You're really doing great, aren't you?'
Maurice replied, 'Just doing what you said, Doc:
'Get a hot mamma and be cheerful.''
The doctor said, 'I didn't say that.. I said,
'You've got a heart murmur; be careful.'**