CAIIA

Status Report

May 2012

Editor's Corner

How many times have you heard that California is a difficult place to do business? Your editor will be bringing several items to your attention over the next several months that may make you pause and re-think this axiom.

Let's start with Proposition 213. This has been around since 1996. Most of us remember that an uninsured person involved in a traffic accident is entitled to recover only economic damages from an at fault adverse driver. Many of us forget that someone convicted of drunk driving is entitled to recover only economic damages, also. The other oft forgotten provision is that if someone convicted of a felony that person cannot collect any monies from the alleged tort feasor. This applies to all claims, not just traffic accidents. As far as this writer is aware, California is the only state that has these provisions.

INSURANCE COMMISSIONER DAVE JONES ANNOUNCES ARREST OF-SOUTHERN CALIFORNIA MAN FOR INSURANCE FRAUD

Security guard collected approximately $43,356 in benefits while working

Insurance Commissioner Dave Jones today announced that Julio Santiago, 53, of Rowland Heights, has been arrested on two felony counts for violating Insurance Code Section 1871.4 (a) (1), making a knowingly false or fraudulent statement to obtain compensation, and two felony counts for violating Insurance Code Section 1871.4 (a) (2), presenting false or fraudulent written material to obtain compensation, and one felony count for violating Penal Code Section 487 (a) Grand Theft.

According to investigators, on April 9, 2009, Santiago allegedly suffered an industrial injury while working as a security guard for the Hacienda La Puente Unified School District and later submitted a workers' compensation claim to Intercare Insurance Services. Intercare conducted an investigation on May 21, 2009 and it was revealed that Santiago was working as a security guard for another employer while collecting workers' compensation benefits. Intercare referred this claim to the California Department of Insurance (CDI) Fraud Division for further investigation.

CDI Fraud Division investigators found that Santiago was knowingly working as a security guard for another employer during the period June 2009 to May 2012 and while doing so he earned $29,750 in income while also collecting workers' compensation benefits for a work-related injury. The investigation further revealed that during the period of June 13, 2009 and February 17, 2010, Santiago received Temporary Total Disability (TTD) benefits in the amount of $13,606.86 from Intercare because he alleged he could not work as a security guard due to his work-related injury.

The investigation revealed that Santiago knowingly failed to disclose to Intercare and his doctors that he was working while collecting TTD benefits. Workers' Compensation benefits such as TTD benefits are paid to injured workers who cannot work.

On March 26, 2012, a felony arrest warrant was issued by the Los Angeles Superior Court for Santiago and he was subsequently arrested at his residence and booked at the Los Angeles County Jail. Santiago's bail was set at $120,000. This case was investigated by the Fraud Division's Valencia Regional office.

The Los Angeles County District Attorney's Office is prosecuting this case.

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An Employer Organization of Independent Insurance Adjusters

Inside this issue…..

Status Report Available

by Email and Web Only.

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

CAIIA Newsletter

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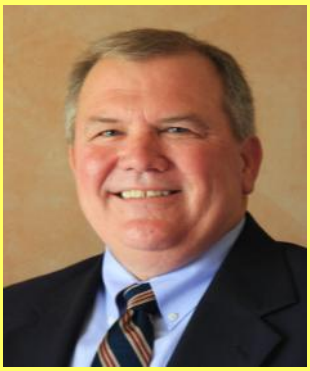
President's Message

May 2012

Standards and excellence have always been the benchmark of the California Association of Independent Insurance Adjusters (CAIIA). Out of the concern for excellence and professionalism the Registered Professional Adjuster (RPA) designation was formed.



Jeff Caulkins
CAIIA President

As the President and a member of the CAIIA, along with my associates, we have always supported the RPA Society.

The concern in the insurance industry has always been the lack of standards for professional excellence, education, and ethics among the ranks of professional claims adjusters. Though we are required as members of the CAIIA to sustain continuing education units (CEU) to maintain our license with the state of California, there does not exist a standard for adjusters that do not have an individual California license.

Although some designations (such as the AIC and SCLA) do not have to have CEU's to maintain use of the title, the RPA designation requires that you take fifteen CEU units every year. The requirement to maintain a license with the state is twenty-four units in two years. The RPA requires fifteen units each year, an additional six units over what you are required to complete as a licensed independent adjuster.

The RPA society also sponsors "Lunch and Learn", an informational online class regarding a variety of subjects, all of which relate to the insurance industry.

The RPA designation shows that you are committed to a career of Professional excellence, education and ethics.

If you are an adjuster that is looking to be set apart from your peers, and you are committed to the ideals that make a professional adjuster, I would recommend that you check out their web site at www.rpa-adjuster.com .

Take a positive step forward in your insurance career.

Jeff S Caulkins AMIM AIC RPA

Daniel Day-Lewis Backs Out Of Film About Insurance Adjuster After Spending Five Hours Researching Role

Posted on **December 11, 2011** by **Brian DiMaio**

Los Angeles—Academy Award-winning actor Daniel Day-Lewis, known for his intense, thorough research into film roles he accepts, has reportedly dropped out of an upcoming film about an insurance claims adjuster after he spent just over half a day researching the role, his representatives have confirmed.

In a statement released by his publicist yesterday, Day-Lewis said, in part: "The script is good, the crew are good. Just spending an entire day with (the claims adjuster) either yelling at people on the phone or getting yelled at by people on the phone, it just was too much. I don't know how these people do it. I'd rather play a customer service rep than one of these poor bastards."

Lewis, who once spent months immersed as a cobbler in Italy preparing for a character, confirmed that his time with the unnamed adjuster was the shortest amount of time he'd ever spent researching a role. His statement concluded, "I'd rather spend 10 years working in the heat on some oil rig, like I did before doing 'There Will Be Blood,' for which I won my second Oscar, than deal with people on their auto accident. Never again. By God, never again."

The movie, about an insurance adjuster thrust into a world of lies, deceit and murder, was scheduled to being production in January. It is unclear if Day-Lewis has received any of his reported $15 million salary yet, and if so, whether he will be compelled to return it. Day-Lewis' representatives would not confirm what company the adjuster being studied by the actor worked for.

A source close to the production said producers are hoping to recast the role as quickly as possible, with James Spader's name being mentioned as a target. "Depending on his schedule on 'The Office,'" the source said. "Though, to be quite honest, no one really expects the show to get another year, what with it having jumped the shark years ago when Jim and Pam got pregnant the first time."

"Just spending an entire day with (the claims adjuster) either yelling at people on the phone or getting yelled at by people on the phone, it just was too much. I don't know how these people do it. I'd rather play a customer service rep than one of these poor bastards."

In Memory of

Marilyn D. Evans

August 13, 1936 - April 20, 2012

On Friday evening April 20th Marilyn "Teri" Evans shared a champagne toast with her family and friends, said her farewell to this life and rose confidently and stunningly for her next great social event, where she was welcomed by the loved ones that she missed dearly while with us.

Marilyn was born and raised in San Francisco, California. Through the blessings and hardships of life, she blossomed into a classy, independent, giving woman, who did it her way. Marilyn instilled these characteristic in her three remarkable daughters-Judy Ellis, Katie Merrill, and Bobbi Snyder, which they instill in her grandchildren, and they in her great grandchildren. In this way she will be remembered forever as a source of strength for the whole family.

Her career as an insurance adjuster brought her to San Diego, where her home became the heart of the family and the setting of so many parties, where she encouraged everyone to laugh, and share and enjoy. She started her career at GAB many years ago. She worked with Dan Price and Dave Gwin of Pacific Claims Service (PCS) for many years. When PCS was bought by American Claims Management, Teri worked for them until she started with Harper Claims Service in 2008. A celebration of life was held on Friday, April 27th in San Diego.

Unilateral Attorney Fees Clause in the Elder Protection Act Does Not Preclude Award of Costs and Expert Witness Fees to a Prevailing Defendant Under C.C.P. § 998

Katherine Lee Bates, et al. v. Presbyterian Intercommunity Hospital, Inc.
Court of Appeal, Second District (March 12, 2012)

Credit to Low, Ball and Lynch, San Franciso, CA.

Appellant Katherine Lee Bates ("Bates") was the administrator of the estate of Rinda Lou Bates ("Rinda"). Bates sued respondent Presbyterian Intercommunity Hospital, Inc. ("PIH") and several other defendants for injuries suffered by Rinda prior to her death. Following surgery for a broken hip at PIH, Rinda was discharged to her home under the care of nurses employed by Arcadia Home Health ("Arcadia"). Rinda developed a serious pressure sore over her coccyx which became severely infected, causing her death. At trial, Bates contended that the Arcadia home nursing staff failed to properly assess the severity of the pressure sore and immediately seek emergency treatment. Bates asserted that PIH was responsible for the negligent actions of the Arcadia nurses because PIH was a "licensee and operator" of Arcadia.

Before trial, PIH served a § C.C.P. 998 offer to Bates, offering a mutual waiver of costs and waiver of PIH's claim for malicious prosecution in exchange for a dismissal of PIH with prejudice. Bates did not accept PIH's C.C.P. § 998 offer, and it expired. At trial, Bates voluntarily dismissed her claims against PIH. As the prevailing party, PIH submitted a cost bill to Bates seeking $83,713 in costs, including $64,826 in expert witness fees based on C.C.P. § 998. Fees of experts not ordered by the court are ordinarily not recoverable as costs under C.C.P. § 1033.5. However, pursuant to C.C.P. § 998, if a defendant makes an offer to compromise that is not accepted "and the plaintiff fails to obtain a more favorable judgment or award," the plaintiff "shall not recover his or her post-offer costs and shall pay the defendant's costs from the time of the offer." Section C.C.P. § 998 also provides that the court or arbitrator may require the plaintiff to pay expert witness fees actually incurred and reasonably necessary to the defense at trial or arbitration.

Bates moved to strike PIH's cost bill contending: 1) a provision of the Elder Protection Act (Welfare & Institutions Code§ 15657) precludes recovery of costs by a prevailing defendant where the claims arise from allegations of elder abuse and; 2) PIH's C.C.P. § 998 offer was unreasonable and/or not made in good faith. The trial court rejected Bates' contentions and awarded PIH its costs and expert fees totaling $78,165, after striking approximately $5,547 from the cost bill which PIH conceded were improperly included.

On appeal, Bates contended that the Elder Protection Act contained a unilateral or "one-way" attorney fee provision in favor of successful plaintiffs, but not successful defendants. Bates cited two Fourth District Court of Appeal cases, Carver v. Chevron U.S.A. Inc. (2004) 119 Cal.App.4th 498 and Wood v. Santa Monica Escrow Co. (2007) 151 Cal.App.4th 1186, in which the Fourth District held that unilateral attorney fee-shifting provisions in both the Cartwright Act and the Elder Protection Act allowed a prevailing plaintiff-but not a prevailing defendant-to recover mandatory attorney fees. Bates contended that the legislature did not intend to create "reciprocal" rights under these statutory schemes to allow PIH to recover costs and expert fees.

The Court of Appeal rejected Bates contentions relying on the California Supreme Court case Murillo v. Fleetwood Enterprises, Inc. (1998) 17 Cal.4th 985. In Murillo, the Supreme Court held that costs are recoverable by a defendant in situations where attorney fees would not be, pursuant to C.C.P. § 998. The Murillo court reasoned that the statute at issue, the Song-Beverly Act, did not explicitly preclude a prevailing defendant from recovering costs and fees. The legislative intent of the Song-Beverly Act to award attorney fees to prevailing plaintiffs did not override the legislative intent expressed in C.C.P. § 998 to encourage settlement of lawsuits.

Relying on Murillo, the Court of Appeal determined that the Elder Protection Act did not explicitly disallow a prevailing defendant such as PIH from obtaining litigation fees and costs. Further, the trial court did not abuse its discretion in determining that PIH's C.C.P. § 998 offer to Bates was both reasonable and made in good faith. The offer was presumptively reasonable because PIH obtained a more favorable judgment at trial (dismissal) than its C.C.P. § 998 offer of a mutual waiver of costs. Bates abandoned her claim against PIH because the factual basis for holding PIH liable for the actions of nurses employed by co-defendant Arcadia was tenuous. The trial court reasonably found that that PIH's offer to compromise to Bates was "not a mere token" because it included a waiver of costs, including waiver of substantial expert witness fees. Accordingly, PIH was entitled to recover its C.C.P. § 998 litigation costs and fees, including pre-offer expert witness and consultant fees totaling $64,826.

COMMENT
In cases were expert witness fees are substantial, it pays to serve a C.C.P. § 998 offer. If a plaintiff fails to obtain a more favorable judgment or award than the defendant's C.C.P. § 998 offer, a prevailing defendant may recover both post-offer costs and pre-offer expert witnesses and consultant fees incurred and reasonably necessary to prepare for trial or arbitration.

For a copy of the complete decision, see:

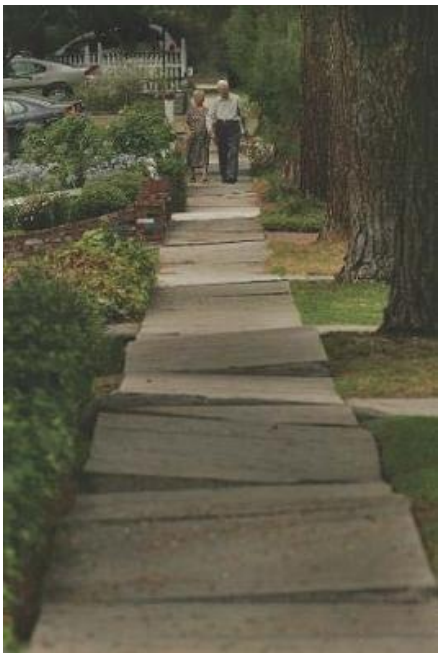
http://www.courtinfo.ca.gov/opinions/documents/B232731.PDF

Sidewalk Accidents - Responsibility versus Liability

Credit to Garrett Engineers, Long Beach, CA., CA, ***Guest Column by Bill Nailling***

www.*garrett-engineers.com*

Who is liable when a pedestrian trips and falls on "your" sidewalk?



The sidewalk that runs in front of your home doesn't belong to you. It's the City's property and most property owners assume it is the City's responsibility to repair if it cracks or is damaged by tree roots. Guess what? The City can legally ask you to fix it or even do the repairs and then send you the bill! Under a California statute enacted in 1941 as an amendment to the Improvement Act of 1911, Section 5610 of the California Streets and Highways Code states in part, "The owners of lots . . . fronting on any portion of a public street . . . when that street . . . is improved . . . shall maintain any sidewalk in such condition that it will not endanger persons or property." Most cities have enacted sidewalk ordinances that specify conditions in which they will accept full or partial responsibility. For example, the City of Los Angeles passed Ordinance No. 146,040 on July 13, 1974 after accepting federal funding that was available for repairs to curbs, driveways and sidewalks damaged as a result of tree root growth at no cost to the property owner. This ordinance is still in effect today even though those federal funds dried up in 1976. Presently, between $4 and $6 million is spent every year on liability claims and the cost to repair approximately 5,000 miles of damaged sidewalks is estimated to be $1.5 billion dollars! It may have qualified as a "shovel-ready" project in 2009 if the City had applied for the funding. The City of Long Beach will replace or repair a damaged sidewalk at no cost to the homeowner based on the following criteria: sidewalk uplifted by the roots by a city-owned parkway tree, joint separations of more than one-half (1/2) inch, loose or broken concrete, reverse-sloped concrete causing drainage problems to private property.

How does a property owner know if the sidewalk is really on their property?*Section 831of the California Civil Code states, "An owner of land bounded by a road or street is presumed to own to the center of the way, but the contrary may be shown." In California, most if not all public streets are created on a final map by an offer of dedication to the local jurisdiction. Public streets may be dedicated in fee or by a permanent street easement depending on the language. Most public streets are dedicated as permanent street easements. Therefore, the property owner technically owns the sidewalk, parkway and half of the street in fee but has no rights to its use as long as it remains a publicly dedicated street.*

Can a property owner be held liable for injuries resulting from a defective sidewalk?*Courts have recognized that property owners are not the insurer of the safety of any person on the property, and must only be held to a standard of reasonable care in undertaking steps necessary to discover potentially dangerous conditions and to either repair the condition or to provide proper notice to persons who may foreseeably be injured as a result of the existence of the condition. The two landmark cases below gave rise to the development of the "Sidewalk Accidents Decisions" doctrine. Under this doctrine, liability exists only if the sidewalk defect is somehow attributable to the abutting owner.*

Schaefer v. Lenahan (1944) San Francisco"*The primary duty to keep sidewalks in repair is on the city. The statute above quoted merely provides a statutory method by which the city may collect the cost of repairs from the property owner. The statute creates a duty on the part of the property owner to keep the sidewalks in repair-- but that duty is owed to the city, not to the traveler on the sidewalk. The extent of the liability created is to pay for the repairs, not to pay damages to an individual, nor to reimburse the city if it is compelled to pay such damages."* *(continued on page 6)*

(Sidewalks, continued from page 5)

Jones v. Deeter (1984) Long Beach*". . . it would be fundamentally unfair to hold an abutting owner liable to pedestrians injured by defects in the sidewalk and parkway, when past practice has given that owner every reason to believe that the City has undertaken the responsibility to repair these defects."*

A premises liability case is filed when it is held that an abutting owner is liable in tort to a pedestrian injured on the parkway. The Judicial Council of California has prepared California Civil Jury Instructions 1001 – Basic Duty of Care which is read to a jury charged with deciding a particular case. In deciding whether the property owner used reasonable care, the jury may consider the following factors: (a) The location of the property; (b) The likelihood that someone would come on to the property in the manner as the plaintiff; (c) The likelihood of harm; (d) The probable seriousness of such harm; (e) Whether the property owner knew or should have known of the condition that created the risk of harm; (f) The difficulty of protecting against the risk of such harm; [and] (g) The extent of [name of defendant]'s control over the condition that created the risk of harm; [and] (h) Other relevant factors

What is being done by Cities to repair damaged sidewalks?*Donald Shoup, professor of Urban Planning at UCLA, offers one suggestion: Point-of-Sale Sidewalk Repairs. The strategy works like this: prior to the sale of any property, owners are required to obtain a Certificate of Compliance proving that the sidewalk in front of their property meets city standards. If a sidewalk isn't up to snuff, the property owner can either choose to repair it prior to sale or contract with the city to fix the problem. The advantage of this method is that it provides ample cash (from the sale of the property) for the owner to fund the repair, thus eliminating one typical objection to owner-funded repairs. The City of Piedmont and Pasadena are now requiring a sidewalk inspection be completed prior to the sale of a property or issuance of a building permit for work on the property in excess of $5,000.*

Pending legislation regarding Section 5611 of the Streets and Highways Code*Assembly member Felipe Fuentes and Senator Alex Padilla introduced Assembly Bill 2231 on February 24, 2012 proposing to amend Section 5611 of the Streets and Highways Code requiring all cities and counties to repair damaged sidewalks at no cost to the homeowner and shall be liable for any injury resulting from the failure to repair.*

Tribute to Mom

Wonderful Mother

By Pat O'Reilly

God made a wonderful Mother,
A mother who never grows old.

He Made her smile of sunshine,
And He molded her heart of pure gold;

In her eyes He placed bright shining stars,
In her cheeks fair roses you see;

God made a wonderful mother,
And He gave that dear mother to me.

Don't forget Mother's Day !

May 13th

Brinker v. Superior Court of San Diego County

Decision regarding Meal Periods and Rest Periods for Non-exempt Employees.

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

Brinker v. Superior Court of San Diego County
(April 12, 2012)

On Thursday, the California Supreme Court issued its long awaited decision in Brinker Restaurant Corp. v. Superior Court, No. D049331 (April 12, 2012). This unanimous decision brings some clarity to the stringent meal period and rest period requirements for non-exempt employees in California.

Meal Periods

Employers are not obligated to police meal periods. Instead, employers are required to 1) relieve employee of all duties, 2) relinquish control over employee's activities and 3) permit employee a reasonable opportunity to take an uninterrupted thirty-minute break. The California Supreme Court concluded that an employer's obligation is to relieve its employee of all duties, but the employer does not need to ensure that no work is done. The employee is free to use the meal period for any purpose. If an employee decides to cut short a meal period, or not take one at all, an employer does not owe a penalty. However, an employee is entitled to be paid for the time worked during the meal period, but no premium pay is required. Employers may not pressure employees to skip a meal period and may not offer any incentives for employees to skip a meal period.

Timing of Meal Periods

There is no penalty if an employee works five consecutive hours without a meal period. The rule for the timing of meal periods remains the same. Employees are due a first meal period after no more than five hours of work and a second meal period after no more than ten hours of work. Thus, a meal period is required no later than the end of an employee's fifth hour of work, and a second meal period no later than the end of an employee's tenth hour of work. Employees who work over five hours, but no more than six hours are provided a meal period, unless waived in writing. Employees who work more than ten hours are entitled to a second meal period, but it can be waived if the employee works no more than twelve hours. The California Supreme Court rejected a rolling timing requirement, therefore, a second meal period does not need to be five hours after the first meal period.

Rest Periods

The rule for rest breaks remains the same. Employers must provide ten minute rest periods per four hours or major fraction thereof worked. Employees who work less than three and one-half hours are not entitled to a rest period. Employers have a duty to make a good faith effort to authorize and permit rest breaks in the middle of each work period, but may deviate where practical considerations render it infeasible. The California Supreme Court rejected a strict rule that a rest break occur before a meal break.

Class Actions

There will still be wage and hour class actions. In some ways, the California Supreme Court lowered the bar on the procedural requirements for getting a class certified. The California Supreme Court concluded that the trial court properly certified a rest break subclass, remanded the meal break subclass certification to the trial court for reconsideration and declined to certify the "off-the-clock" subclass.

Recommendations
In light of the Brinker decision, employers should review their employment policies to ensure that they comply with the stringent California wage and hour requirements related to meal periods and rest periods. Employers should determine which policies need to be changed as a result of this decision and train managers and payroll staff on the new policies. Further, inform employees of the meal period and rest period policies, and maintain accurate records of breaks, hours worked and payroll records.

CAIIA 2012 Educational Events

As an authorized California DOI education provider (CDI# 198351), the CAIIA will be presenting its annual education series including:

1) Seminar on the CA Fair Claim Settlement Practices (**FCSPR**) and Seminar on Special Investigation Unit Regulations (**SIU**).
2) Seminar for the Evaluation of Earthquake Damage (**SEED**). The **SEED** program addresses the training and certification required by CCR, Title 10, Chapter 5, Subchapter 7.5.1, Article 1, Sections 2695.40 through 2695.45. Those regulations set forth the requirements of Insurance Adjuster Training for Evaluating Earthquake Damage. We will be providing **FCSPR** and SIU certification at the **SEED** locations. (*Anyone wishing to come to the SEED locations for only the Reg's recertification program should note the earlier start time)*

The CAIIA has secured 8 CDI Independent Adjuster CE Hours for the SEED Program and 2 CE Hours for the **FCSPR/SIU Program!**

Register now for the seminar you wish to attend. Be sure and mark the appropriate location in the box to the right.

ATTENDEE NAME

Name_____

Co._____

Address_____

City _____Zip _____

Phone_____

E-mail Address:_____

Fees (circle one): **FCSPR/SIU** SEED

CAIIA Member fee	$40.00	$100.00
Ins. Co. Employee fee	$50.00	$120.00
Non-Member I/A fee	$60.00	$199.00*

Amount Enclosed - $ _____

Credit Card Payment:

Amex___Visa___ M/C ___Ex. Date:_____

Cardholder:_____

Card No:_____

Card Verification Code:_____

Billing Address:_____

_____

Signature:_____

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

Tim P. Waters, CPCU, AIC
CAIIA Education Co-Chair
c/o TPW Claims Services
PO Box 5642
Orange, CA 92863-5642

~Questions? Call Tim Waters @ 714-402-8756
Or fax to: 714-449-2890
or via email at : tpwclaims@socal.rr.com

Schedule for SEED locations:

Registration	7:30 a.m.	to	8:00 a.m.
FCSPR & **SIU** Seminar	8:00 a.m.	to	10:00 a.m.
SEED Seminar	10:00 a.m.	to	5:00 p.m.

Schedule for Reg's Only locations:

Registration	8:30 a.m.	to	9:00 a.m.
FCSPR & **SIU** Seminar	9:00 a.m.	to	11:00 a.m.

FCSPR, SIU & SEED SEMINARS

_____**June 7, 2012**
Pomona: Shilo Inn
3101 W Temple Ave
Pomona, CA 91768

_____**June 14, 2012**
Pleasanton: Four Points Sheraton
5115 Hopyard Road
Pleasanton, CA 94588

FCSPR/SIU ONLY SEMINARS:

_____**June 6, 2012**
San Diego: American Technologies
8444 Miralani Dr.
San Diego, CA 92126

_____**June 7, 2012**
Pomona: Shilo Inn
3101 W Temple Ave
Pomona, CA 91768

_____**June 14, 2012**
Pleasanton: Four Points Sheraton
5115 Hopyard Road
Pleasanton, CA 94588

_____**June 21, 2012**
Burbank: Holiday Inn
150 E. Angeleno Ave.
Burbank, CA

_____**June 22, 2012**
Fresno: Ramada Inn
324 E Shaw Ave
Fresno, CA 93710-7690

Please visit **www.caiia.com** for more information.

**CAIIA agrees to offset any membership dues for Non-CAIIA Independent Adjusting Firms joining the CAIIA within 30 days, up to $80.00 total for each adjuster attending with a cap of $160.00 per firm.*

On the Lighter Side...

1. In my many years I have come to a conclusion that one useless man is a shame, two is a law firm and three or more is a congress.
-- John Adams
2. If you don't read the newspaper you are uninformed, if you do read the newspaper you are misinformed.
-- Mark Twain
3. I contend that for a nation to try to tax itself into prosperity is like a man standing in a bucket and trying to lift himself up by the handle.
-- Winston Churchill
4. A government which robs Peter to pay Paul can always depend on the support of Paul.
-- George Bernard Shaw
5. Democracy must be something more than two wolves and a sheep voting on what to have for dinner.
-- James Bovard, Civil Libertarian (1994)
6. Foreign aid might be defined as a transfer of money from poor people in rich countries to rich people in poor countries.
-- Douglas Casey, Classmate of Bill Clinton at Georgetown University
7. Giving money and power to government is like giving whiskey and car keys to teenage boys.
-- P.J. O'Rourke, Civil Libertarian
8. Government is the great fiction, through which everybody endeavors to live at the expense of everybody else.
-- Frederic Bastiat, French economist (1801-1850)
9. Government's view of the economy could be summed up in a few short phrases: If it moves, tax it. If it keeps moving, regulate it. And if it stops moving, subsidize it.
-- Ronald Reagan (1986)
10. I don't make jokes. I just watch the government and report the facts.
-- Will Rogers
11. If you think health care is expensive now, wait until you see what it costs when it's free!
-- P.J. O'Rourke
12. Just because you do not take an interest in politics doesn't mean politics won't take an interest in you!
-- Pericles (430 B.C.)
13. No man's life, liberty, or property is safe while the legislature is in session.
-- Mark Twain (1866)
14. Talk is cheap...except when Congress does it.
-- Anonymous
15. The government is like a baby's alimentary canal, with a happy appetite at one end and no responsibility at the other.
-- Ronald Reagan
16. The inherent vice of capitalism is the unequal sharing of the blessings. The inherent blessing of socialism is the equal sharing of misery.
-- Winston Churchill
17. The only difference between a tax man and a taxidermist is that the taxidermist leaves the skin.
-- Mark Twain
18. There is no distinctly Native American criminal class...save Congress.
-- Mark Twain
19. What this country needs are more unemployed politicians.
-- Edward Langley, Artist (1928-1995)
20. We hang the petty thieves and appoint the great ones to public office.
-- Aesop