CAIIA Status Report
DECEMBER 2010

Permanent Disability Costs: Less Determinable, Predictable, and Quantifiable Than Ever Before

By Brent R. Avery, Esq. - Willis | DePasquale LLP

In *Milpitas Unified School District v. WCAB (Guzman)*, the court determined that an injured employee's impairment may be determined by reference to any portion of the American Medical Association's Guides to the Evaluation of Permanent Impairment ("AMA Guides") rather than only the chapter related to the injured body part.

Joyce Guzman ("Guzman") worked for the Milpitas Unified School District ("School District") in November 2003 as a secretary when her right foot became entangled in computer wires under her desk causing her to fall when she attempted to move away from her desk. Guzman filed a claim with the Workers' Compensation Appeals Board whose decision was eventually appealed to the California Court of Appeal.

The California Court of Appeal, Sixth District, affirmed the holding of the Workers' Compensation Appeals Board that an employee could rebut the percentage of permanent disability under the 2005 Schedule for Rating Permanent Disabilities by successfully challenging any one of the individual component elements of the formula that resulted in the employee's scheduled impairment rating. One of those components, the person's whole person impairment, could be challenged through presentation of evidence that a different chapter, table, or method contained in the AMA Guides more accurately describes the impairment than the chapter related to the injured body part. It was further held that not only could an employee's impairment rating be rebutted and challenged, but an employee's initial whole person impairment determination could be made by a physician utilizing any chapter, table, or method in the AMA Guides that most accurately reflects the injured employee's impairment, rather than only relying on the chapter related to the injured body part.

For example, instead of requiring evaluation of a lumbar spine injury under Chapter 15, of the AMA Guides, the chapter regarding spines, this decision would permit a physician to base impairment on Chapter 6 of the AMA Guides, the chapter regarding the digestive system, or any other chapter, if the physician decides that the other chapter is more accurate. As a result, permanent disability costs will most certainly rise and now become less determinable, predictable, and quantifiable than ever before as employees embark upon "doctor shopping" hoping to find physicians who are best able to manipulate the AMA Guides.

On November 10, 2010, the California Supreme Court denied review of the Court of Appeals' decision, thereby leaving it as binding precedent on all future workers' compensation matters.

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An Employer Organization of Independent Insurance Adjusters

Inside This Issue

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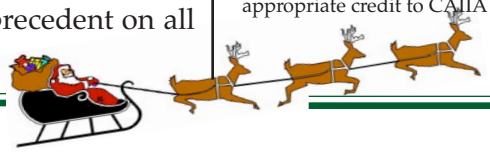

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PRESIDENT'S MESSAGE

The 2010 Golf Tournament has now passed. The responsibility of chairing the Golf Committee and hosting this event was a huge challenge for me. For I have never attempted anything quite like this and having experienced it, my hat goes off to the tournament's founder, Jeff Stone, who's legacy with CAIIA is the wonderful model he left to us for this event. I simply had to follow his pattern.

In conducting the tournament, CAIIA had remarkable help, support and participation from both within and outside our membership. Nearly 100% of the sponsors showed up. All were very spirited and hospitable. The number of players almost held exactly as registered. We had wonderful support from the handful of volunteers, some of whom were veteran golf tournament hosts. A large number of our members, professedly non-golfers, (myself included), turned out to play. As for me, in the weeks and months leading up to this my wife fortified my morale through all of the stress and uncertainty by helping plan. While at the tournament she used her unique charm to entertain and take some of the pressure away. To all who showed up and helped, sponsored, or participated, we at the CAIIA owe you our deepest gratitude.

The day after the Gold Tournament was the 2010 CAIIA Annual Convention. This was another personal challenge for me. Yet once again, I was blessed with the help of our members, including several or our past presidents who attended and have successfully hosed this rigorous event before. We were treated to two enlightening education seminars conducted by our own Ron Oates of Heritage Companies,(who delivered a surprisingly interesting session on Personal Property Claims). Our Of Counsel, Nancy DePasquale and Colrena Johnson of Willis DePasquale, LLP then provided a very comprehensive presentation on the "Other Insurance" clause. Our board meeting was swift and productive, while the spouses and companions of our members toured four vineyards in the nearby Alexander Valley, managing to avoid confrontations with law enforcement and arriving in surprisingly good form for the installation dinner that evening. I somehow survived the delivery of my second public speech in as many days, (approaching both, I would have sooner walked the plank in the middle of the Bering Sea), and our wives made the most of the remainder of the evening by singing and dancing with the DJ.

Did I mention that being responsible for the Golf Tournament and convention were a huge challenge for me? Indeed, these events were painstaking, time consuming and stressful at times. In the several weeks preceding these events, my personal life, even much sleep, was sacrificed. My family suffered some as well. But I knew this would be the case when I accepted the challenge and so

Continued on page 3

PRESIDENT'S MESSAGE

continued from page 2

did they. I owe them so much! Would I do this again? It's too soon to tell. Am I glad I took on the challenge . . . ABSOLUTELY!

Here's why:

1. First and foremost, I got the opportunity to help further the CAIIA for another year, both financially and administratively. When/if my presidency ends a success, it will be immensely fulfilling to have experienced this.
2. The friends and contacts that I have met and continue to work with in the CAIIA have given me a remarkable positive outlook. The associates in this organization are just the influence a solo adjuster needs to sustain the sometimes lonely periods. In the position of President, I get a chance to reciprocate by projecting my own influence.
3. The Golf Tournament exposed me to many non-adjuster team players within the claims business. My portfolio of resources in the form of other companies who work with us to resolve claims has expanded immensely. I also now have a new appreciation for the perpetual marketing campaigns many of our non-adjusting colleagues in the business of claims resolution maintain to stay competitive.
4. The privilege of becoming President of this Association is typically the culmination of several years of dedication serving in various committees, as well as discharging the duties of the hierarchy of officers and director. The multifarious committee positions I have held with the CAIIA during the past several years have, without a doubt, enhanced my skills as an adjuster and helped me to mature professionally. From marketing and screening new member applicants, to learning the civics of a trade organization, to keeping the books and records as treasurer and of course, to being responsible for keeping meeting minutes, to the dreaded public speaking which I am now so relieved is over, (and which I expect will be easier next time around), I can affirmatively declare that I have grown personally and professionally. For I would have been extremely disappointed with myself if I had not accepted these challenges.

There are many more reasons I am glad to have undertaken this continuing experience and not enough space within this circular to recite them. The point is this: If you are a member of the CAIIA or considering becoming one, USE YOUR MEMBERSHIP TO THE FULLEST! The CAIIA always needs volunteers. Take advantage of this splendid opportunity to improve yourself. Let the CAIIA serve as your very own workshop for professional development. If you do this, you will meet and learn from some of the best folks in the business, (and they will learn from you too). You will be given opportunities to get exposure within the insurance community, (the best form of marketing which money can't buy). And you will be contributing to the improvement of the profession which sustains you. Call me anytime to discuss how to become more involved in your association.

PHIL BARRETT
President - CAIIA 2010-11

Weekly Law Resume

Submitted by Low, Ball & Lynch, Attorneys at Law - San Francisco, CA

Coverage - Non-Participating Insurer Has Burden to Prove Absence of Coverage

Arrowood Indemnity Company v. Travelers Indemnity Company of Connecticut Court of Appeal, Second District (October 6, 2010)

This case involves the situation where two insurers issued CGL policies to the same insured in different years. When the insured was sued for negligence several years later, one carrier agreed to indemnify the insured; the other did not. An equitable indemnity suit between the carriers ensued, leading to an issue of first impression: Which insurer bears the burden of proving the existence (or nonexistence) of coverage, where one insurer has participated in the defense/indemnity and the other has declined to do so?

Travelers issued a CGL policy to insured Five Star Services (Five Star), a general contractor, for the 2000-2001 policy period.

continued on page 5

Insurance Carrier May Be Obligated To Disclose The Existence Of Med-Pay Coverage Under A Liability Policy To A Third-Party Claimant

Submitted by Anthony Ellrod – Manning, Marder, Kass, Ellrod, Ramirez – Los Angeles, CA

The following addresses whether an insurance carrier is obligated to disclose the existence of Med-Pay coverage under a liability policy to a third-party claimant without a request from the claimant. It also addresses whether a claimant who is denied Med-Pay coverage can sue the carrier for breach of contract and the implied covenant of good faith and fair dealing (i.e., "bad faith"), even though the claimant is not a party to the insurance contract.

It is our conclusion that a carrier does have an obligation to disclose Med-Pay coverage to a third-party claimant without a request, and that a claimant denied Med-Pay coverage has a standing to sue a carrier directly for breach of contract and bad faith.

Ramirez v. USAA Cas. Ins. Co., (1991) 234 Cal.App.3d 391 is a case where USAA had issued an automobile policy to the named insured. While driving his motorcycle, the named insured was involved in an accident, severely injuring his passenger, Ramirez. Under USAA's policy, Ramirez was entitled to under-insured motorist coverage. USAA initially told Ramirez's counsel that its policy provided no coverage to Ramirez. Later, USAA reversed and informed Ramirez about the UIM coverage. When Ramirez submitted a UIM claim, USAA denied it as untimely. Ramirez then sued USAA for reach of contract and bad faith.

The appellate court held that Ramirez "could pursue tort remedies for USAA's failure to advise him there was coverage available for him as an insured under [the named insured's] policy." *Ramirez, supra*, 234 Cal.App.3d at 401. The court explained that insurance policies frequently cover persons who, although not specifically named as insureds, are nonetheless deemed insureds pursuant to policy provisions or statute. Thus, the court stated, "[t]hough an insurance contract is indispensable to the existence of such relationship and the insurer must by definition be a party, insureds often are not." *Ramirez*, 234 Cal.App3d at 397.

The court then held that: "It is basic that an insurer has a duty to disclose policy terms to its insureds." *Id.* at 399. In so holding, the court relied on prior authority that a carrier could be liable in bad faith for failing to advise insureds of their right to arbitration under the policy. See *Davis v. Blue Cross of Northern California* , (1979) 25Cal.3d418, 428: *Sarchett v. Blue Shield of California,* (1987) 43 Cal.3d 1, 13-15. As the California Supreme Court noted: "One important facet of the insurer's obligation to give the insured's interest as much consideration as it does its own is the duty reasonably to inform an insured of the insured's rights and obligations under the insurance policy." *Davis*, 25 Cal.3d at 428 [internal punctuation omitted].

Med-Pay coverage is typically provided in commercial general liability policies as "Coverage C – Medical Payments". *See, e.g.*, ISO form CG 00 01 07 98. The coverage generally pays for medical expenses for bodily injury caused by an accident on the named insured's premises regardless of fault. If a carrier's policy is typical, the claimant would be entitled to Med-Pay coverage, since he or she was injured while on the named insured's premises. Consequently, the carrier should disclose the existence of Med-Pay coverage to the claimant – provided there was an opportunity or reason to do so. (i.e., it was aware that the claimant had been injured on the insured's premises).

On the issue of standing, see *In Harper v. Wausau Ins. Co.*, (1997) 56 Cal.App.4th 1079. There, Harper fell at the named insured's building. The insured's liability policy contained a standard Med-Pay provision. Even though Harper had been injured on the named insured's premises, the carrier refused to pay the Med-pay coverage. The appellate court reversed the trial court's granting of summary judgment against Harper.

In so doing, the court noted the general rule that a third-party claimant cannot sue an insurer directly, absent final judgment or assignment. But an exception exists where the claimant is an intended third-party beneficiary of the insurance policy. *Harper, supra*, 56 Cal.App.4th at 1086-87. In that instance, there is no bar to the claimant suing the insurer directly for breach of contract and bad faith. *Harper*, 56 Cal.App4th at 1086-87, citing Murphy v. Allstate Ins. Co., (1976) 17 Cal.App.3d 937, 943 and *Northwestern Mut. Ins. Co. v. Farmers' Ins. Group* (1978) 76 Cal.App.3d 1031, 1041-42.

The court found that Harper was an intended third-party beneficiary under the Med-Pay provisions. This is because "the insurer undertook a separate and direct obligation to pay the medical expenses of any persons injured on the owner's property regardless of its insured's negligence. Accordingly, the payments were plainly intended to directly benefit plaintiff and were not incidental or remote." 56 Cal.App.3d at 1090. As such, Harper could sue the carrier directly for breach of contract and bad faith.

continued from page 4

Arrowood issued a CGL policy to Five Star for the 2002-2003 period. Both policies agreed to provide coverage for property damage caused by Five Star in their policy periods. In 2005, the Ashleys filed a complaint against the Dunsmores arising out of the purchase of an apartment complex in 2002. The Ashleys, purchasers of the complex, alleged that the Dunsmores failed to disclose substantial dry rot issues. The Dunsmores cross-complained against Five Star, who had been hired by the Dunsmores to remediate dry rot problems in or about 2002.

Five Star originally tendered defense to Arrowood. Arrowood agreed to defend Five Star under a reservation of rights. After discovery had taken place, Arrowood tendered Five Star's defense to Travelers, because there was evidence that some of Five Star's work had taken place during Travelers' policy period. Travelers agreed to defend under a reservation of rights. The underlying action proceeded to trial, and Five Star was held partially responsible for the Ashleys' damages' of $717,358. Travelers refused to indemnify Five Star for the damages awarded to the Ashleys. Arrowood paid the judgment and then filed an action for equitable indemnity and contribution against Travelers. Travelers cross-complained back against Arrowood for fees and costs incurred. The case proceeded to a court trial. The trial court ruled that Travelers had no duty to defend or indemnify Five Star. Arrowood appealed the judgment for Travelers. The Second District Court of Appeal reversed.

On appeal, Arrowood contended that Travelers owed both a duty to defend and indemnify. Further, because both carriers had equal time on the risk, Arrowood argued that Travelers should be responsible for 50% of the costs of defense and 50% of indemnity payments. The Court of Appeal determined that Travelers had both a duty to defend and a duty to indemnify. The question as to whether Travelers should be compelled to contribute was complicated by the fact that the jury's verdict in the underlying action was ambiguous. While some questions on the verdict form limited the time period to dates within the Arrowood policy period, other questions were broader in scope.

The critical question for the Second District was which carrier should have the burden of proof in this setting. The Court of Appeal held that in an action for equitable contribution by a settling insurer against a nonparticipating insurer, the settling insurer has met its burden of proof when it makes a prima facie showing of coverage under the nonparticipating insurer's policy. That burden is to establish that the non-participating insurer has a duty to defend. Once that showing is established, the burden of proof shifts to the nonparticipating insurer to prove the absence of actual coverage. Here, the Court held that Travelers had a duty to defend and that Arrowood had met its initial burden of proof. The burden then shifted. The Court held that there was sufficient evidence of Five Star's negligence during the Travelers policy period and that Travelers failed to meet its burden of proof. Travelers therefore owed defense and indemnity. The judgment was reversed and the matter was remanded so that the trial court could resolve allocation issues.

COMMENT

In this case of first impression, the Court of Appeal held that in an equitable contribution action between carriers, once a participating insurer establishes a duty to defend under the nonparticipating insurer's policy, the burden shifts to the non-participating insurer to prove the absence of actual coverage.

Coverage - Auto Exclusion - Employees

Rose Sprinkles, et al. v. Associated Indemnity Corporation, et al. Court of Appeal, Second District (September 1, 2010)

The automobile exclusion in a comprehensive general liability policy is a common exclusion. In this matter, the insured tried to circumvent its application through an argument over the wording of the exclusion.

Michael Sprinkles, husband of Rose Sprinkles and father of Austin and Logan Sprinkles, died as a result of a motorcycle accident caused by Juan Bibinz, who was employed by Sinco Company, Inc. Sinco was sued on the basis of negligently hiring Bibinz, an uninsured and undocumented alien with a lengthy criminal record, who negligently drove his vehicle, causing the death. It was also alleged that he was acting within the course and scope of his employment. Babinz worked for Sinco as a maintenance worker, and drove in his personal car to various sites at the request of Sinco.

Sinco had commercial automobile insurance with an excess umbrella policy. Sinco also had a comprehensive general liability policy issued by Fireman's Fund. Fireman's Fund denied coverage under the comprehensive general liability policy. After partially settling the Sinco action with the automobile carrier and excess automobile carrier paying their limits, Sinco and Bibinz assigned any rights against Fireman's Fund to plaintiffs.

It was agreed by the parties that liability and damages would be arbitrated. The arbitrator found Bibinz was acting within the course and scope of his employment, and Sinco was found to be negligent in hiring and retaining Bibinz. The award was

continued on page 6

continued from page 5

confirmed by the Superior Court, and a judgment was entered on the award.

Sprinkles then sued Fireman's Fund for breach of the covenant of good faith and fair dealing and other theories in order to recover the judgment. The trial court sustained a demurrer to the complaint without leave to amend and then dismissed the action. Sprinkles appealed.

The Court of Appeal affirmed. The Fireman's Fund policy provided coverage to employees, but only while acting within the course and scope of their employment and performing duties related to the conduct of Sinco's business. It excluded bodily injury claims arising out of the ownership, maintenance or use of an automobile. The exclusion stated it applied to negligence in the supervision, hiring, employment, training or monitoring of others by the insured.

The Court stated the policy covered acts of employees within the scope of their employment while performing duties related to the conduct of Sinco's business. Sprinkles contended that two conditions had to be met in order to invoke the automobile exclusion. First, the act had to be in the course of employment. Second, the act had to be while performing duties in the conduct of Sinco's business. Sprinkles contended that although the arbitrator found respondeat superior liability, there was still a potential for a finding that Bibinz was not an insured because he was not performing duties related to the conduct of Sinco's business at the time of the accident. Sprinkles contended this narrowed the scope of the automobile exclusion.

The Court, however, noted that the automobile exclusion applied to use of any automobile by any insured. Since Bibinz had been found to be acting within the course and scope of his employment while performing duties related to the conduct of the business, he was an insured. The Court did not think it was possible to be performing duties within the course and scope of employment that were not related to the conduct of the business. Thus, Bibinz was an insured under the policy, and the automobile exclusion applied. This exclusion also included claims for negligent hiring and negligent retention. Thus, there was no coverage for the claim and Fireman's Fund did not breach the duty of good faith and fair dealing.

Furthermore, there was no duty to defend. There was no potential coverage for the claim under the comprehensive general liability policy issued by Fireman's Fund. Thus, Fireman's Fund was justified in rejecting the tender of defense.

The order of dismissal was affirmed. Fireman's Fund was awarded their costs.

COMMENT

This was a rather inventive attempt to trigger a duty to defend an automobile claim under a comprehensive general liability policy. The Court rejected that argument, finding that the interpretation argued by the claimant simply made no sense.

Subrogation - Right of Recovery

Essex Insurance Company v. Richard Heck, M.D. Court of Appeal, Fifth District (July 29, 2010)

In order to maintain an action for equitable subrogation, an insurance carrier must be able to clearly show a right to recovery. In this case, that was not done.

John Dompeling was injured while working at a construction site when he stepped on a nail. He sought treatment from his physician, Dr. Richard Heck. He developed an infection which led to the amputation of his leg below the knee.

Dompeling sued the premises owner, Robert Abraham. Abraham tendered defense of the matter to Essex Insurance Company. Essex defended him.

However, in his deposition, Robert Abraham testified that he did not own the property; rather, his son was on the property's title. No effort was made to substitute his son into the case.

Abraham filed a cross-complaint against Dr. Heck for implied equitable indemnity and contribution. The cross-complaint was severed from the original action. At trial, Dompeling obtained a verdict against Abraham.

Essex thereafter filed a declaratory relief action against Robert Abraham, contending it had no duty to indemnify him, since he was not the property owner and not their insured. The son was added as a defendant. Dompeling filed an action to recover on the judgment against Essex. This action was combined with the Essex declaratory relief action. Both actions were eventually settled with Dompeling for a lump sum and a release and discharge of Essex and Robert Abraham and

continued on page 7

continued from page 6

his son.

Essex then filed its equitable subrogation action against Dr. Heck. The trial court granted Dr. Heck's motion for summary judgment. Judgment was entered in favor of Dr. Heck. Essex appealed.

The Court of Appeal affirmed. Essex alleged Dr. Heck was liable for a proportionate share of the judgment. The Court of Appeal disagreed. The Court stated that the settlement of the personal injury action made it impossible to pursue the equitable subrogation action. This was because it was impossible to prove what portion of the settlement related solely to the personal injury action and what portion related to alleged bad faith conduct on the part of Essex. Essex's settlement agreement with Dompeling released not only Essex, but both Abrahams. This resulted in a dismissal of the personal injury action and all claims arising out of insurance claims pertaining to the way the claim was handled. Thus, the settlement encompassed more than Essex's compensation to Dompeling for his personal injuries.

The settlement agreement did not specify which portion of the settlement was paid to settle the personal injury claims. Without specification, the agreement failed to provide what portion was subject to equitable subrogation. Because Essex failed to resolve the issue regarding the identity of its insured and to apportion the amount paid Dompeling among the various claims, Essex impliedly waived its subrogation rights. Essex failed to enter into separate settlement agreements apportioning the amount paid among these lawsuits. This was an implied waiver of the right to subrogation.

Entering into the settlement without identifying the insured or apportioning the payment was inconsistent with the intent to enforce the right of subrogation. The judgment was therefore affirmed.

COMMENT

The Court of Appeal quoted the trial court at stating, "This is one of most screwed up cases I've ever seen." That comment follows from the failure of the carrier to clearly set forth what it was settling and to clearly preserve its right to subrogation.

Commissioner Poizner Announces Modesto Motel Owner Arrested for Alleged Insurance Fraud

Commissioner Poizner today announced that CDI detectives arrested a Modesto motel owner for allegedly committing workers' compensation insurance fraud. Muhammad Hassan Raza, 36, was arrested at his place of business, the Vagabond Inn in Modesto. He was booked into the Stanislaus County Jail. Bail has been set at $15,000. If convicted, Raza may be sentenced to two, three or five years in state prison and be fined up to $50,000, or double the amount of the fraud, whichever is greater.

Muhammad Raza is part owner of the Vagabond Inn in Modesto. On August 27, 2009, one of the Vagabond Inn employees was the victim of a sexual assault while working at the Vagabond Inn. Raza provided the name of the workers' compensation insurance carrier to the injured employee's family as First Comp. It was determined the Vagabond Inn was previously insured by First Comp but that policy had cancelled on December 10, 2008 due to non-payment of premium. The injured employee received treatments through her private health insurance plan and Raza paid for the ambulance bill and some of the other co-payments and bills.

On September 17, 2009, Raza applied for a workers' compensation insurance policy with State Farm Insurance. During the application process, Raza was asked if the Vagabond Inn had any workers' compensation injuries, whether insured or not, within the last three years. Raza answered that they did have an injury in 2008 but he did not disclose the injury on August 27, 2009. At the end of November 2009, the injured employee reported that Raza told her that he would give her money if she dropped her claim. The injured employee retained an attorney and ultimately filed a claim with the Department of Industrial Relations Uninsured Employers Fund.

Raza admitted to detectives that he knew he was supposed to have workers' compensation insurance and that he did not have insurance at the time of the injury because he did not pay the bill. He further said the reason why he provided First Comp as the insurance carrier to the injured worker's family was because he was negotiating with First Comp and believed he could get the policy reinstated. Raza admitted he paid the injured worker's bills and paid her salary while she was unable to work because he felt guilty but denied offering her money in exchange for her dropping her claim.

This case is being prosecuted by the Stanislaus County District Attorney's Office.

Some Observations

“Sometimes, when I look at my children, I say to myself, 'Lillian, you should have remained a virgin.'” - *Lillian Carter (Mother of President Jimmy Carter)*

I had a rose named after me and I was very flattered. But I was not please to read the description in the catalogue: 'No good in a bed, but fine against a wall.'” - *Eleanor Roosevelt*

“Last week, I stated this woman was the ugliest woman I had ever seen. I have since been visited by her sister, and now wish to withdraw that statement.” - *Mark Twain*

“The secret to a good sermon is to have a good beginning and a good ending; and to have the two as close together as possible.” - *George Burns*

“Santa Claus has the right idea. Visit people only once a year.” - *Victor Borge*

“Be careful about reading health books. You may die of a misprint.” - *Mark Twain*

“By all means, marry, if you get a good wife, you'll become happy; if you get a bad one, you'll become a philosopher.” - *Socrates*

“I was married by a judge. I should have asked for a jury.” - *Groucho Marx*

“My wife has a slight impediment in her speech. Every now and then she stops to breath.” - *Jimmy Durante*

“I have never hated a man enough to give his diamonds back.” - *Zsa Zsa Gabor*

“Only Irish coffee provides in a single glass all four essential food groups: alcohol, caffeine, sugar and fat.” - *Alex Levine*

“My luck is so bad that if I bought a cemetery, people would stop dying.” - *Rodney Dangerfield*

“Money can't buy you happiness . . . But it does bring you a more pleasant form of misery.” - *Spike Milligan*

“Until I was thirteen, I thought my name was SHUT UP.” - *Joe Namath*

“I don't feel old. I don't feel anything until noon. Then it's time for my nap.” - *Bob Hope*

“I never drink water because of the disgsting thing that fish do in it.” - *W.C. Fields*

“We could certainly slow the aging process down if it had to work its way through Congress.” - *Will Rogers*

“Don't worry about avoiding temptation. As you grow older, it will avoid you.” - *Winston Churchill*

“Maybe it's true that life begins at fifty . . . But everything else starts to wear out, fall out, or spread out.” - *Phyllis Diller*

“By the time a man is wise enough to watch his step, he's too old to go anywhere.” - *Billy Crystal*

And the cardiologist's diet: If it tastes good spit it out.