CAIIA

Status Report

October 2012

Published Monthly by
California Association of
Independent Insurance Adjusters

An Employer Organization of Independent Insurance Adjusters

Editor's Corner

Following the theme of the last several months, we now take a look at the California Dram Shop Law for civil liability. Not many of us know what a dram shop claim is, much less handle dram shop claims. The server of alcoholic beverages has civil liability that varies dramatically from state to state. For instance I know that in New Mexico, the server of alcohol must keep track of the number of drinks that the server serves to each customer. That server cannot serve more than three drinks per hour to any customer. If that server serves more than the three drinks, the server can be in some hot water (like an Irish Coffee or a Hot Toddy).

As far as I am aware, California has the most defense oriented dram shop law regarding civil liability. (Criminal liability is much stricter.) The only way the server of alcohol in California can be held civilly liable, be it a commercial or social server, is if the server serves alcohol to an obviously intoxicated **MINOR.** This means anyone under the age of 21.

You are responsible for your own actions when you drink in California. The plaintiff can only sue the person who caused the accident and not the person who gave the defendant the alcohol.

Independent Adjuster Was Not "Sham" Defendant Where Insureds Alleged That Adjuster Negligently Caused Additional Property Damage

Credit: Smith, Smith and Feeley, Irvine, CA

For purposes of federal diversity jurisdiction, an independent adjuster was not a "sham" defendant where the insureds alleged that the adjuster negligently supervised and controlled emergency repairs, causing additional damage to the insureds' property. (*Huber v. Tower Group, Inc.* (2012) -- F.Supp.2d --, WL 1641601)

Facts

Christopher Huber and Marian Huber purchased a homeowners policy from Tower Select Insurance Company ("Tower Select"). After their property was damaged by severe weather, the Hubers reported the loss to Tower Select.

Tower Select retained Sams & Associates, Inc. ("Sams"), an independent adjusting firm, to inspect and assess the damage to the property. In turn, Sams retained a contractor to make emergency repairs to the Hubers' property and, according to the Hubers, Sams supervised and exercised control over the contractor's work. The Hubers alleged that the emergency repairs were improper, which allowed rats to infest the property and toxic mold to develop. The Hubers (both of whom were California citizens) filed a lawsuit in California state court against Tower Select (a New York corporation) and Sams (a California corporation). Tower Select and Sams asserted that, as an independent adjuster, Sams could not be liable to the Hubers for negligence. Tower Select and Sams also asserted that, because the Hubers could not state a claim against an independent adjuster, Sams was a "sham" that had been named in the suit solely to defeat federal diversity jurisdiction. As such, Tower Select and Sams removed the state court case to federal court, and then filed a motion to dismiss Sams (a motion which, if successful, would have allowed for diversity jurisdiction).

(continued on page 7)

Inside this issue…..

CAIIA Newsletter

CAIIA Office
PO Box 168
Burbank, CA 91503-0168
Website: www.caiia.org
Email: info@caiia.com
Tel: (818) 953-9200

Editor: Sterrett Harper
Harper Claims Service, Inc.
(818) 953-9200

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

California Association of Independent Insurance Adjusters, Inc.

President's Office
300 East Glenoaks Blvd.
2nd floor
Glendale, CA 91207
Email: info@caiia.com

President
Jeff Caulkins
John S. Rickerby Company, Glendale, CA
jeff.c@johnsrickerby.com

Immediate Past President
Phil Barrett
Barratt Claims Service, Ukiah, CA
barrettclaims@sbcglobal.net

President Elect
William "Bill" McKenzie
Walsh Adjusting Company, San Diego, CA
walshadj@sbcglobal.net

Vice President
Tanya Gonder
Casualty Claims Consultants, Oakland, CA
tanya@casualtyclaimsconsultants.com

Secretary Treasurer
Kearson Strong
Malmgren & Strong, Fresno, CA
kearson@claimsconsultantgroup.com

ONE YEAR DIRECTORS
Debbie Buse
North Coast Adjusting, Petaluma, CA
ncadj@sbcglobal.net

Michael Hale
Carter Claims Service, Tustin, CA
cics@carterclaims.com

Corby Schmaultz
Jim Buckley & Associates, Anaheim, CA
cschmaultz@jbaia.com

TWO YEAR DIRECTORS
John Franklin
Franklin & Associates, Pasadena, CA
johnbfranklin@att.net

Brian Schneider
Schneider & Associates, Burbank, CA
bschneider@schneiderclaims.com

Art Stromer
SoCal Adjusters, LLC, Chino, Hills, CA
artstromer@hotmail.com

OF COUNSEL
Steve Huchting
MORRIS,POLICH& PURDY, LLC
1055 W 7th St., 24th floor
Los Angeles, CA 90017
shuchting@mpplaw.com
213-417-5151

President's Message

October 2012

Jeff Caulkins
CAIIA President

As this year comes to an end, this will be my last report as President.

I must apologize regarding the last Status Report. The subject that I am referring to is the section "On the Lighter Side". This section is meant to be silly comments or observations that apply to the insurance industry. Unfortunately, some of the comments noted in the section "On the Lighter Side" were inappropriate and not reflective of the industry, or of this organization. My deepest apologies to any one that was offended, by the material listed.

This organization is made up of individuals and companies who give not only of their time, but their energy free of charge. As the leadership, we are entrusted in seeing that the small independent adjuster has the tools and support to make a difference in the insurance industry.

This year we have had a core of individuals that have gone above and beyond to make this year successful. My thanks to all of you who have given, many times sacrificially, to the organization, in order that we might be a light in the insurance industry.

This year we have had conventions at the Queen Mary and Marina Del Rey, along with Fair Claims classes both in northern and southern California. We were able to provide CE credits at both conventions, as well as at the Fair Claims classes. We were also able to provide SEED classes for earthquake certification to both northern and southern California.

With sadness, Helene DalCin will no longer be on the committee for the Department of Insurance. However, she has helped our past president, Peter Schifrin of SGD, Inc., assume the position she held. We still have a very important voice at the DOI with Mr. Schifrin's appointment. My many thanks to Helene, for her years of service, and to Peter for taking on the new role on this committee. I am very confident that Peter will do a superb job.

Finally, I want to thank each and every member for the opportunity to serve you as this year's president.

Jeff S Caulkins AMIM AIC RPA

President

2011 to 2012

Insurance Law Alert: Court Upholds Validity of Consent to Assignment Clause

Credit to : Haight, Brown and Bonesteel, Los Angeles

In *Fluor Corporation v. Superior Court* (No. G045579, filed 8/30/12), the appeals court held that a company that acquires the policyholder's assets and liabilities cannot receive the benefits of the policyholder's liability coverage in the absence of approval from the insurer where the policy contains a consent-to-assignment clause.

The case involved a corporate restructuring known as a "reverse spinoff" in which the Fluor Corporation ("Fluor-1") transferred its engineering and construction services to another entity also named Fluor Corporation ("Fluor-2") in the fall of 2000. Meanwhile, Fluor-1 retained coal mining and energy operations and renamed itself "Massey Energy Company." Thus, Fluor-1 and Fluor-2 became independent public companies, with neither having an ownership interest in the other.

In the 1970s and 1980s, Hartford had provided coverage to Fluor-1 under several CGL policies and beginning in 2001, commenced defending and indemnifying various Fluor entities against asbestos claims arising out of Fluor-1's business. A dispute over coverage arose and litigation ensued, with Hartford cross-complaining for a declaration that it was not obliged to defend or indemnify Fluor-2 for the asbestos claims because neither Flour-1 nor Flour-2 had ever sought consent to the assignment of insurance rights in the reverse spinoff.

In response, Flour-2 argued that Hartford's consent to assignment clauses were void under an obscure provision of the California *Insurance Code* that states: "An agreement not to transfer the claim of the insured against the insurer after a loss has happened, is void if made before the loss...." (*Cal.Ins.Code*, § 520.)

According to Fluor-2, the relevant losses occurred at least 15 years before the reverse spinoff in 2000, and *Insurance Code* section 520 "reflects a legislative pronouncement that once the fortuitous event triggering coverage ... has happened, the beneficiary of an insurance contract should [be] entitled to its promisor's performance, and thus have the ability to freely assign such rights." In other words, the successor corporation argued that once the loss occurs, the insurer's obligation has crystallized and is fully assignable, without consent.

Citing *Henkel v. Hartford Acc. & Indem. Co.* (2003) 29 Cal.4th 934, the appeals court disagreed. In *Henkel*, the Supreme Court enforced a consent-to-assignment clause, holding that since the two Henkel corporations had retained their separate identities, and the claims had not been reduced to a sum of money due, the company that had acquired the policyholder's assets and liabilities could not receive the benefits of the policyholder's coverage without the consent of the insurer.

Henkel held that consent-to-assignment clauses are generally enforceable, and the continued existence of the predecessor corporation poses a potential dispute justifying a right to require consent: "If both assignor and assignee were to claim the right to defense, the insurer might effectively be forced to undertake the burden of defending both parties. In view of the potential for such increased burdens, it is reasonable to uphold the insurer's contractual right to accept or reject an assignment."

The *Fluor* court rejected an argument that *Insurance Code* section 520 demonstrates a Legislative intent to forbid limits on assignment after a loss: "*Insurance Code* section 520, as we have noted, was first adopted in 1872, when the industrial revolution and California statehood were in their childhood, seven years before California adopted its current constitution in 1879. At the time, liability insurance did not even exist as a concept. Insurance provided protection against first party marine, fire, and property damage losses. As such, the concept of 'loss,' to which the 1872 statute referred, is easily identifiable for first-party property damage coverage. Before a 'loss' such as a ship sinking or a burned building takes place, insurers have a vested interest in their personal relationships with the named insureds, and a legally-recognized need to prevent nonconsensual assignments to less responsible insureds."

The *Fluor* court distinguished the more modern concept of "loss" as it applies to third party claims for continuous and progressive damage and stated: "If Fluor-2 wants to recast the 1872 statute to account for the evolution of modern liability insurance policies on an 'occurrence' basis, it should direct its attention to the Legislature." Thus, the *Fluor* court stated that "We will not ascribe to the dead hand of the 1872 Legislature controlling power over a medium that had yet to come into being."

INSURANCE COMMISSIONER DAVE JONES ANNOUNCES ARREST OF LOS ANGELES COUNTY PROBATION OFFICER FOR INSURANCE FRAUD; FORGERY

Officer Faces 27 Felony Counts in Elaborate Scheme

Insurance Commissioner Dave Jones today announced that Rochelle Williams 36, has been arrested by Detectives from the California Department of Insurance (CDI), Fraud Division, Southern Los Angeles Regional Office, with the assistance of the Los Angeles County Probation Department. If convicted, she could face State Prison or County Jail. Williams is currently being held on $225,000 bail.
"Employees who allegedly commit insurance fraud and forgery, no matter where they are employed, will be apprehended and prosecuted," said Commissioner Jones. "Disability Insurance Fraud drives up the costs of coverage in the Government sector in many of the same ways it does in the private sector."
"We are continuing to work closely with other law enforcement agencies including the Los Angeles County District Attorney's office to crack down on instances of employee fraud," said Jerry Powers, Chief Probation Officer.
According to Detectives from CDI, between November 2009 and July 2010, Williams had allegedly been receiving disability insurance benefits from an insurer totaling $12,000. Detectives discovered that Williams manufactured all nine of the disability claim forms she submitted to the insurer, by forging her doctor's signature on every claim form, as well as the necessary signatures of other Los Angeles County Probation personnel, in order to receive disability benefits she was not entitled to. Williams was receiving disability benefits for an alleged back and neck injury, and during this benefit period, Williams claimed she was unable to work at all.
Williams has been with the Probation Department since 2006 and has been placed on administrative leave. This case is being prosecuted by the Los Angeles County District Attorney.

Update on Howell:
MULTI-BILLION DOLLAR WIN FOR THE INSURANCE INDUSTRY AND BUSINESSES

Credit to : Tyson & Mendes, Los Angeles, CA

Just when you started to lose faith in all politicians, the California Legislature surprised us on the last day of their summer session this past Friday.

The Consumer Attorneys of California's latest attempt to line their pockets to the tune of billions of dollars, all at the ultimate cost of consumers, was soundly defeated in the California Assembly on Friday.

The Consumer Attorneys' sponsored Senate Bill 1528 was an attempt to reverse the California Supreme Court's landmark ruling in *Howell v. Hamilton Meats (2011) 52 Cal.4th 541*. In *Howell*, as argued by this firm before the Supreme Court, it was held an injured plaintiff may only recover the lesser of what was paid for medical services as opposed to the much greater amount typically billed by health care providers. This difference between what is paid and what is billed has been estimated to be $3 Billion Dollars a year in only litigated claims. Obviously, 1/3 or 40% of $3 billion dollars is a pretty big motivator for the Consumer Attorneys of California, thus their introduction of SB 1528 to overturn *Howell*.

Reversing the *Howell* decision is the admitted number one priority of the Consumer Attorneys. Defeating them before the California Legislature is a huge victory for the insurance industry, businesses, government, and California consumers.

This latest victory is through the hard work of many of you and the national and local organizations to which you belong. These include the Association of California Insurance Companies, Property Casualty Insurers Association of America, American Insurance Association, Civil Justice Association of California, California Chamber of Commerce, PADIC, CSAC Excess Insurance Authority, our client the University of California, and many others.

Thank you very much for all of your support in this battle for reasonableness, common sense, and basic fairness.

Third Party Settlement– the Common Law Release Rule

Aidan Ming-Ho Leung v. Verdugo Hills Hospital

Credit to Low, Ball & Lynch, San Francisco, CA

Where one tortfeasor settles with the plaintiff, but fails to obtain a good faith settlement, the common law rule relating to releases applies, and the settlement will be found to release all other parties from liability to the plaintiff. In this case, the California Supreme Court did away with the common law release rule.

Aidan Ming-Ho Leung was born at Verdugo Hills Hospital on March 24, 2003. He was born slightly premature, and his mother noted on three occasions on the day of his birth that she thought he was having trouble breastfeeding. The next day she raised various concerns about his health to her pediatrician, Dr. Nishibiyashi, but he told her there was nothing to worry about. She was discharged later that day. Three days later, she noticed Aidan was jaundiced, and called the hospital. She was again told that there was nothing to worry about, and to wait for her follow up appointment with the doctor in several days. The next day and the day after, she contacted the doctor's offices about her concerns, and was told to give him some sun. By the sixth day after Aidan's discharge, he seemed lethargic. After reaching an on-call physician at the doctor's office and describing Aidan's symptoms, Ms. Leung was told to get him to the hospital immediately. At the emergency room, Aidan was given a transfusion to attempt to lower his bilirubin levels, but it was too late; he developed kernicterus, resulting in permanent brain damage.

Aidan, through his mother, sued the hospital where he was born as well as Dr. Nishibiyashi. Before trial, the doctor settled for his policy limits of $1,000,000. The doctor attempted to obtain a good faith settlement, but the court denied the motion, finding the settlement "grossly disproportional" to the doctor's potential share of liability. Nevertheless, the plaintiff and the doctor went forward with the settlement. At trial, the jury awarded total damages of almost $15.5 million, which included $250,000 in general damages, with the remainder being economic (past and future medical and future wage loss) damages. The jury also found that the pediatrician was 55% at fault, the hospital was 40% at fault, and Aidan's parents were liable 2.5% each. The judgment held that the hospital was jointly and severally liable for 95% of the economic damages, less the settlement amount of the pediatrician. The hospital appealed.

The Court of Appeal agreed with defendant hospital that under the common law release rule, plaintiff's settlement with and release of liability claims against the pediatrician also released the hospital from liability for plaintiff's economic damages. The court did so reluctantly, observing that although the Supreme Court had criticized the common law release rule, it has not abandoned it. Plaintiff appealed.

The Supreme Court reversed, and in so doing, it repudiated the common law release rule. The Court first pointed out that the common law release rule could and did often lead to harsh results, including, for example, where a plaintiff might settle with a joint tortfeasor for a sum far less than plaintiff's damages because of the inadequate financial resources of the tortfeasor. In this situation, the plaintiff would be denied the right to recover damages from the remaining tortfeasors, thus denying full compensation for plaintiff's injuries. It was against this backdrop that the Legislature had enacted Code of Civil Procedure Section 877, providing that a settling tortfeasor who settled in good faith only released the other tortfeasors to the amount of his own payment. However, that only came into play where the settling party obtained a good faith settlement.

The Supreme Court rejected the hospital's argument that the Legislature's action in enacting Section 877 rule prevented the Court from abrogating the common law release rule. The Court felt that doing away with the common law release rule furthered the statutory purposes to encourage settlements, and would more fairly compensate a plaintiff. It thus held that the common law release rule was no longer valid.

The Court next turned to the question of how to deal with the settlement obtained by the physician, and how to apply it as a set off against the hospital's liability to plaintiff. The Court considered but rejected a set-off without contribution approach, which would have given the hospital a credit for the settlement, and allowed recovery against it only of that amount related to its proportional responsibility. Plaintiff could not collect the balance of its judgment, and there would be no right of contribution against the settling tortfeasor. The Court rejected this approach because by statute, set-off without contribution was limited to good faith settlements only.

The Court then rejected the "proportionate share" method of apportionment proposed by the hospital, by which plaintiff would receive the moneys obtained from the settling tortfeasor, but then only the "proportionate share" of the economic damages from the non-settling tortfeasor, who would have no right of contribution from the settling tortfeasor. The Court felt that this would tend to encourage non-good faith settlements, and would also lead to the plaintiff not recovering all of its damages.

(continued on page 7)

Insurance Coverage– Trade Libel v. Disparagement
Travelers v. Charlotte Russe
Credit to Low, Ball & Lynch, San Francisco, CA

Personal injury coverage under most CGL policies provides coverage for claims alleging injury arising out of oral or written publications that slander, libel or disparage a person's or organization's goods, products or services. This case considered whether the allegations of an underlying complaint had to rise to the level of trade libel to merit coverage.

In 2008, Versatile, Inc. and its parent company, People's Liberation, Inc. ("Versatile"), entered into an agreement with Charlotte Russe Holding, Inc. and various related entities ("Charlotte Russe"). Under the agreement, Charlotte Russe agreed to be the exclusive sales outlet for Versatile's "People's Liberation" brand of apparel, which included jeans and knits. According to the litigation filed by Versatile, the clothing line was "premium," and "high end," and they had invested millions of dollars developing the brand to associate it with high end apparel. Versatile alleged that Charlotte Russe had promised to provide the investment and support necessary "to promote the sale of premium brand denim and knit products" in order to encourage the purchase of the products at a higher price point. Versatile introduced evidence that despite this promise, Charlotte Russe subsequently began a "fire sale" of the People's Liberation brand at "close-out" prices, and that it publicly displayed signs in store windows and on clothing racks that the People's Liberation brand jeans were on sale, and they provided "written mark-downs" on clothing items, as much as 70 to 85 percent marked down. Versatile alleged causes of action for breach of contract, declaratory relief and fraudulent and negligent misrepresentation.

Charlotte Russe had two successive CGL policies that had been issued by Travelers Property Casualty Company of America from 2008 to 2010. Under both policies, coverage was provided for claims alleging injury arising out of "[o]ral, written, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by the person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; . . ." Travelers brought a declaratory relief action, claiming that there was no coverage under the policy. Summary judgment was granted in its favor and Charlotte Russe appealed.

The Court of Appeal reversed, holding that there was the potential for coverage under the Travelers policy, and thus there was a duty to defend. The Court held that the critical question on appeal was whether Versatile's claims against Charlotte Russe constitute allegations that Charlotte Russe disparaged its goods within the meaning of the coverage of the Travelers' policies. If they did not, there was no potential for coverage, and Travelers had no duty to defend. However, if Versatile's allegations could reasonably be interpreted to encompass claims of disparagement, then there was the potential for coverage, and therefore a duty to defend Charlotte Russe against the claims in the underlying litigation.

Here, Versatile's pleadings alleged that the Charlotte Russe parties' offering of the People's Liberation brand goods at severely discounted prices resulted in "significant irreparable damage to and diminution of the People's Liberation brand and trademark," damaging its "marketability and salesability." Further, Versatile alleged that Charlotte Russe's actions related to marketing and marking down the prices implied that the People's Liberation Goods were not "premium, high-end goods." The Court held that this was enough to constitute a "disparagement" covered under the policy.

The Court disagreed with Travelers' contention that "disparagement" in the insurance context refers to the tort of trade libel, and that here, Versatile had not pled and proven a false statement of fact by Charlotte Russe. The Court held that the disparagement alone, without an actual false statement, was sufficient to trigger coverage. Further, the Court said it could not rule out the possibility that Versatile's pleadings could be understood to charge that the dramatic discounts and advertising of the same communicated to potential customers the implication–false, according to Versatile–that the products were not (or that Charlotte Russe did not believe them to be) premium high end goods. Arguably, a trade libel claim might survive under these theories.

Finally, the Court held that the policy's personal injury coverage language did not require that the underlying action plead all "essential elements of trade libel tort. Indeed, the Court pointed out that coverage was provided alternatively for slander or libel *or* for disparagement, so the two could not be one and the same. Hence, the implication of disparagement allegedly committed by Charlotte Russe's actions were sufficiently pled to trigger the duty to defend.

Summary judgment in favor of Travelers was reversed.

COMMENT

The alternative language in most policies for slander or libel *or* disparagement means that to trigger coverage under a typical CGL policy, an insured only has to show that the underlying action alleges one of these actions, not necessarily all elements of a trade libel cause of action.

(continued from page 5)

The Court held that the appropriate method of dealing with the setoff would be the "set-off-with-contribution" method. Under this method, the plaintiff recovers the settlement from the settling party; the non-settling parties remain jointly and severally liable for the remainder of the judgment, but they have a right of contribution back against the settling party if they end up paying more than their proportionate share. The Court held that this method does not change the respective positions of the parties and is fully consistent with both the comparative fault principle and the rule of joint and several liability.

The judgment was reversed and remanded to the trial court for further proceedings consistent with the Supreme Court's decision as to the application of comparative fault theories to the settling and non-settling parties.

COMMENT

In light of the invalidation of the common law release rule, there is little incentive for a joint tortfeasor defendant to settle unless a good faith settlement can be obtained. Otherwise, the settling defendant will remain exposed to potential cross-complaints of non-settling tortfeasors.

(continued from page 1)

Holding

The federal district court ruled that Tower Select did not establish, as a matter of law, that the Hubers could not state a claim against Sams. Although an insurer's independent adjuster ordinarily cannot be liable to an insured for negligence that leads to a denial of coverage or reduced payment of benefits, the insureds in this case alleged that that the independent adjuster had, through negligence, *actually caused additional direct physical damage to the insureds' property* (e.g., the infestation of rats and the development of mold). Thus, the court reasoned that the unusual nature of the independent adjuster's alleged negligence, if proved, might support a recovery.

Because the Hubers potentially had stated a claim against Sams, the court rejected Tower Select's argument that Sams was a sham defendant who had been named as a party primarily for the purpose of defeating diversity jurisdiction. Because the court rejected the argument that Sams was a sham defendant, the court determined there was no diversity jurisdiction (since the Hubers and Sams all were citizens of California), and that the case should be remanded from federal court back to state court.

Comment

This case illustrates one of the problems that can arise when an insurer appears to take control of efforts to make repairs (even emergency repairs). However, note that this case does *not* stand for the proposition that an independent adjuster necessarily is liable to an insured for negligence. Instead, the court ruled that the insurer had not clearly established at the pleading stage that the insureds had failed to state a claim against the independent adjuster.

When a case is filed in state court, a defendant may remove the case to federal court provided that the federal district court otherwise has original jurisdiction over the case. (28 U.S.C. § 1441(a).) In insurance litigation, the most frequent basis for federal jurisdiction is "diversity," meaning that all parties are citizens of different states and the amount in controversy exceeds $75,000. (28 U.S.C. § 1332.)

At least in the Ninth Circuit, courts strictly construe the removal statute *against* removal jurisdiction, and the party seeking removal bears the burden of establishing federal jurisdiction. Any questions regarding the propriety of removal are resolved in favor of the party moving to have the case remanded back to state court.

HAPPY HALLOWEEN!!

CAIIA REGISTRATION FORM

California Association of Independent Insurance Adjusters

ANNUAL FALL CONVENTION & DANCE – October 18 & 19, 2012

Temecula Creek Inn

44501 Rainbow Canyon Rd, Temecula, CA, 92592

Phone: 1-951-587-1461

(Rate good thru 10/4/12)

Mention California Association of Independent Insurance Adjusters or reference the reservation code "CAIIA" for Special room rate of $139 per night plus tax.

Attendees must make their own hotel reservations: all 1-877-517-18923 or go to the web site: TemeculaCreekInn.com

Your Name _____ Spouse/Guest _____

Company _____

Address _____

Phone _____ Fax _____

E-Mail _____

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

SCHEDULED EVENTS

Please specify which events you and/or your spouse/guest will attend by placing a check mark in the box next to the event.

Complete a separate form for each registrant and additional guest.

Please make your checks payable to CAIIA or pay by credit card.

Mail Registration Form & payment to:

Walsh Adjusting Company
6151 Fairmount Ave #215
San Diego, CA 92120-3439

		You	Spouse/Guest
10/18 – 6:30 P.M.	Reception, Temecula Creek Inn	[ ]	[ ]
10/19 – 7:00 A.M.	Registration/Breakfast	[ ]	
10/19 – 8:00 A.M.	Seminar	[ ]	
10/19 – 12:00 P.M.	Lunch	[ ]	
10/19 – 1:30 P.M.	Business Meeting (*)	[ ]	
10/19 – 6:30 P.M.	Reception/cocktail Hour	[ ]	[ ]
10/19 – 7:30 P.M.	President's Inaugural Dinner Dance	[ ]	[ ]

Credit Card:	AMEX VISA M/C Circle one	3 Digit Security # (CV)	
Cardholder:		Signature:	
Card No:		Expiration Date:	
Card Address: (City/State/Zip)			

(*) Members only.

(**) We welcome the attendance and participation of insurance company and risk management claims personnel and attorneys at the President's Gala Dinner Event, the Educational Seminars, and Luncheon following seminars.

(***) Spouse/Guest fee includes alternative activity, breakfast and dinner on Friday.
For details on Spouse/Guest activity, e-mail: walshadj@sbcglobal.net

Early registration is encouraged. Cut-off date for contracted room rate is September 24, 2012

On the Lighter Side…

2012 Darwin Awards – The WINNER is definitely a keeper!

Nominee No. 1: [San Jose Mercury News]:
An unidentified man, using a shotgun like a club to break a former girlfriend's windshield, accidentally shot himself to death when the gun discharged, blowing a hole in his gut.

Nominee No. 2: [Kalamazoo Gazette]:
James Burns,34, (a mechanic) of Alamo, MI, was killed in March as he was trying to repair what police describe as a "farm-type truck." Burns got a friend to drive the truck on a highway while Burns hung underneath so that he could ascertain the source of a troubling noise. Burns' clothes caught on something, however, and the other man found Burns "wrapped in the drive shaft."

Nominee No. 3: [Hickory Daily Record]:
Ken Charles Barger, 47, accidentally shot himself to death in December in Newton, NC. Awakening to the sound of a ringing telephone beside his bed, he reached for the phone but grabbed instead a Smith & Wesson 38 Special, which discharged when he drew it to his ear.

Nominee No. 4: [UPI, Toronto]:
Police said a lawyer demonstrating the safety of windows in a downtown Toronto skyscraper crashed through a pane with his shoulder and plunged 24 floors to his death. A police spokesman said Garry Hoy, 39, fell into the courtyard of the Toronto Dominion Bank Tower early Friday evening as he was explaining the strength of the buildings windows to visiting law students. Hoy previously has conducted demonstrations of window strength according to police reports. Peter Lawson, managing partner of the firm Holden Day Wilson, told the Toronto Sun newspaper that Hoy was "one of the best and brightest" members of the 200-man association. A person has to wonder what the dimmer members of this law firm are like.

Nominee No. 5: [The News of the Weird]:
Michael Anderson Godwin made News of the Weird posthumously. He had spent several years awaiting South Carolina's electric chair on a murder conviction before having his sentence reduced to life in prison. While sitting on a metal toilet in his cell attempting to fix his small TV set, he bit into a wire and was electrocuted.

Nominee No. 6: [The Indianapolis Star]:
A cigarette lighter may have triggered a fatal explosion in Dunkirk, IN. A Jay County man, using a cigarette lighter to check the barrel of a muzzleloader, was killed Monday night when the weapon discharged in his face, sheriff's investigators said. Gregory David Pryor, 19, died in his parents' rural Dunkirk home at about 11:30 PM. Investigators said Pryor was cleaning a 54-caliber muzzle-loader that had not been firing properly. He was using the lighter to look into the barrel when the gunpowder ignited.

Nominee No. 7: [Reuters, Mississauga , Ontario]:
A man cleaning a bird feeder on the balcony of his condominium apartment in this Toronto suburb slipped and fell 23 stories to his death. "Stefan Macko, 55, was standing on a wheelchair when the accident occurred," said Inspector Darcy Honer of the Peel Regional Police. "It appears that the chair moved, and he went over the balcony," Honer said.

Finally, THE WINNER!: [Arkansas Democrat Gazette]:
Two local men were injured when their pickup truck left the road and struck a tree near Cotton Patch on State Highway 38 early Monday. Woodruff County deputy Dovey Snyder reported the accident shortly after midnight Monday. Thurston Poole, 33, of Des Arc, and Billy Ray Wallis, 38, of Little Rock, were returning to Des Arc after a frog-catching trip. On an overcast Sunday night, Poole's pickup truck headlights malfunctioned.
The two men concluded that the headlight fuse on the older-model truck had burned out. As a replacement fuse was not available, Wallis noticed that the .22 caliber bullets from his pistol fit perfectly into the fuse box next to the steering-wheel column. Upon inserting the bullet the headlights again began to operate properly, and the two men proceeded on eastbound toward the White River Bridge .
After traveling approximately 20 miles, and just before crossing the river, the bullet apparently overheated, discharged and struck Poole in the testicles. The vehicle swerved sharply right, exited the pavement, and struck a tree. Poole suffered only minor cuts and abrasions from the accident but will require extensive surgery to repair the damage to his testicles, which will never operate as intended.
Wallis sustained a broken clavicle and was treated and released. "Thank God we weren't on that bridge when Thurston shot his balls off, or we might be dead," stated Wallis
"I've been a trooper for 10 years in this part of the world, but this is a first for me. I can't believe that those two would admit how this accident happened," said Snyder.
Upon being notified of the wreck, Lavinia (Poole 's wife) asked how many frogs the boys had caught and did anyone get them from the truck?
Though Poole and Wallis did not die as a result of their misadventure as normally required by Darwin Award Official Rules, it can be argued that Poole did in fact effectively remove himself from the gene pool.