

# SCAA

April 2011

Vol. 38 No. 8

## Seattle Claims Adjusters Association

**Celebrating over 75 years of service to the claims community — Founded in 1930**

*“A professional organization dedicated to the ongoing education of the claims community.*

*Providing an arena for member interaction and the sharing of resources.”*

## Stuff

By Jim Peterson, SCLA, SCAA President

I want to thank everyone for a fantastic and successful Symposium. I appreciate all the speakers and vendors and committee members that put in time and effort to help make this event such a success.

The end of the SCAA season is quickly approaching and we only have two meetings left and then the Golf Tournament in June. My how time flies!

I'm going to strongly suggest that if you plan on attending the April or May meeting that you

let someone on the SCAA board know. I am going to try to get a firm headcount for these meetings as the past few lunches there has been an exorbitant amount of leftover food, partly due to some people not showing who have RSVP'd, but also due in part to our having to guess how many may show who didn't RSVP. So to try and curb waste and expense we will order only according to the RSVPs that come in. So, please join us, but PLEASE RSVP!

April is Vendor Appreciation Month and at our luncheon we will celebrate our vendors' dedication to keeping SCAA going for as long as it has. There will be boxes of See's Chocolates for all Vendors. I will of course, personally

*(See Stuff... continued on page 3)*

### Next Meeting of the SCAA

**April 15, 2011**

The Swedish Club, 1920 Dexter Ave North, Seattle, WA

### Program

**Advanced Drying Case Studies with Steve Morgan of Bales Restoration  
Vendor Appreciation Day!**

### Cost

**\$15 Members \$20 Non-Members**

### Time

**11:30am to 1:00pm**

It is important for you to RSVP if you are going to attend our luncheon meetings. Please do so through our website or contact Todd Clirehugh at [toddcl@grange.com](mailto:toddcl@grange.com). Thank you!



### **DON'T FORGET TO RSVP!**

Please let us know you will be attending our next meeting by submitting an RSVP at our website! [www.seattleadjuster.org](http://www.seattleadjuster.org)



**Advertising Opportunities Available in our 28-page newsletter!**

For rates and sizes contact

**Barb Tyler / Alquemie Publishing  
541/937-2611 or [npassist@msn.com](mailto:npassist@msn.com)**



## SCAA OFFICERS

**Jim Peterson**..... President  
*Grange Insurance* Office: 800/826-3197 x2448  
 Email: jim.peterson@grange.com

**Lynn Perry**..... Vice President  
*Grange Insurance* Office: 206/448-4911 x2458  
 Email: lynn.perry@grange.com

**Deborah Jette**..... Secretary  
*Grange Insurance* Office: 206/448-4911 x2282  
 Email: deborah.jette@grange.com

**Tanya Padur**..... Treasurer  
*SAFECO* Office: 253/307-8365  
 Email: tanya.padur@safeco.com

**Dean West**..... Immediate Past President  
*West Adjusters* Office: 425/522-4625  
 Email: deanwest@pacnorthwest.net

## SCAA Liaisons

**Deborah Jette**..... Membership Liaison  
*Grange Insurance* Office: 206/448-4911 x2282  
 Email: deborah.jette@grange.com

**Barb Tyler**..... Membership List  
*Alquemie Publishing* Publisher/Advertising  
 Website Coordinator  
 Office: 541/937-2611  
 Fax: 541/937-4286  
 Email: npassist@msn.com

**Lizzy Adkins**..... Bowling Tournament Chair  
*Alliance Restoration* Office: 866/882-7930  
 Email: lizzya@alliancerestoration.com

**Timothy Reid**..... Case Review  
*Attorney at Law* Office: 425/313-9414

**Roger Howson**..... Education Chair  
*Claims Dispute Resolution* Office: 206/676-3851  
 Email: rogerhowson@claimsdispute.com

**Carol Seepersad-Green**.... Golf Tournament Chair  
*Liberty Mutual* Office: 206/459-2345  
 Email: carol.seepersadgreen@libertymutual.com

**Deborah Jette**..... Holiday Event Chair  
*Grange Insurance* Office: 206/448-4911 x2282  
 Email: deborah.jette@grange.com

**Lizzy Adkins**..... Job Finder  
*Alliance Restoration* Office: 866/882-7930  
 Email: lizzya@alliancerestoration.com

**Lynn Perry**..... Spring Seminar Chair  
*Grange Insurance* Office: 206/448-4911 x2458  
 Email: lynn.perry@grange.com

**Bob Jeans**..... Tennis Tournament Chair  
*JMW Settlements Inc.* Office: 425/396-4344  
 Email: bob.jeans@jmwsettlements.com

## ON THE DOCKET FOR 2011

Date	Speaker/Topic
April 15	SCAA Meeting & Vendor Appreciation Day Steve Morgan of Bales Restoration "Advanced Drying Case Studies"
May 20	SCAA Meeting & Past President's Luncheon Topic/Speaker TBA
June 17	SCAA Golf Tournament See our website to register



Now accepting credit cards!

### Meeting Information

Please keep in mind that we'd like to start and end promptly during our monthly meetings. Here is the timeline for each meeting:

11:30 a.m. Registration  
 11:45 a.m. Buffet  
 12:00 p.m. Meeting Called to Order  
 1:00 p.m. End of Meeting

Please arrive on time and have your cash or check (payable to SCAA) ready. We appreciate your cooperation and assistance.



Tailored services for nonprofit organizations  
"The next best thing to a volunteer!"

**BUSINESS EMPOWERMENT NETWORK**

Barb Tyler  
 (541) 937-2611  
 Fax: (541) 937-4286  
 npassist@msn.com

PO Box 87, Dexter, Oregon 97431  
 WWW.ALQUEMIEPUBLISHING.COM

Newsletter Publishing • Executive Assistance • Event Planning  
 Website Development & Maintenance ...and more!



### Advertising Opportunities Always Available!

For rates and sizes contact  
**Barb Tyler / Alquemie Publishing**  
 541/937-2611 or npassist@msn.com

### The Seattle Adjuster

Published monthly September—June for the  
 Seattle Claims Adjusters Association  
 By **Alquemie Publishing Ink**  
 541/937-2611 Fax: 541/937-4286  
 Email: npassist@msn.com

## April Meeting Presentation

### **Advanced Drying Case Studies: Restoration Approaches and Alternatives for Reducing Claims Costs — with Steve Morgan of Bales Restoration**

A native of Seattle, with 22 years of experience in the construction and restoration industry, Steve is the General Manager of Bales Restoration and oversees all field work, inspections, and proposals.

Steve holds multiple certifications to serve the water damage and mold remediation market place. He frequently speaks at training events and industry seminars.

His expertise in drying complex structures and materials is nationally recognized. He and his crews provide field R&D for specialized drying equipment manufacturers.

Join us for this presentation on our regular day at our regular meeting place — Friday, April 15, at The Swedish Club. We will also be acknowledging our Vendors at this meeting and showering them with SCAA Appreciation! Please RSVP! ❖



Case Study

SMITH FREED & EBERHARD P.C.  
*Your Litigation Partner*

### **Products Law: Retailer May be Solely Liable**

by Kyle D. Riley

**Claims Pointer:** Pursuant to Washington's Products Liability Act, a product seller who markets a manufactured product as its own assumes the liability of a manufacturer and will be held strictly liable for any defects. No fault may be allocated to the actual manufacturer, despite Washington's comparative fault system.

In 1981 the Washington State legislature enacted the Washington Products Liability Act ("WPLA") to assist consumers in obtaining recovery for injuries and deaths arising out of defective consumer-products. The consumer-friendly WPLA established rules governing who would be liable for defective and dangerous consumer products. A recent Washington Court of Appeals case, Johnson v. R.E.I., affirmed that product sellers who do not manufacture a product, but market the product under their own trade name are strictly liable for manufacturing defects of such products. Court of Appeals of the State of Washington (Case No. 65463-2-I, February 7, 2011).

Plaintiff Monika Johnson purchased a bike from REI in 2002. In 2005, she took the bike back to REI for repairs following a collision. Although the bike was manufactured by Aprebic Industry Company, it was sold and marketed under REI's brand name. In 2007, Johnson was riding her bike along a Seattle sidewalk when the front fork of the bicycle – which attached the bicycle's front wheel to its frame – suddenly sheared, causing the wheel to detach from the bike. Johnson fell face-first onto the sidewalk, suffering serious injuries. A professional engineer retained by Johnson found the fork that REI installed on the bike during the 2005 repairs was defectively manufactured, which likely led to the failure of the fork. Johnson sued REI under Washington's Product Liability Act, RCW chapter 7.72, but she did not name the manufacturer of the fork, Aprebic, as a defendant in the action.

REI moved for partial summary judgment, seeking a ruling allowing it to ask the jury to allocate fault

*(See Case Study... continued on page 4)*

#### Employment Listings



### Career Opportunities

See our website for details.

Check our website for the latest offerings:  
[www.SeattleAdjuster.org](http://www.SeattleAdjuster.org)

## **Stuff...** *(Continued from front page)*

take care of the left over unopened boxes.

May is the Past Presidents Luncheon and I look forward to joining the ranks of greatness that exudes from this wonderful crowd of people, because my greatness will only enhance what is already there.

Don't forget everyone's favorite day is on the 18<sup>th</sup> this month. In light of that, have you ever noticed that 'The IRS' spells 'theirs'? ❖

## Case Study... *(Continued from page 3)*

to Aprebic pursuant to Washington's comparative fault system. REI argued that because Aprebic was not named as a defendant, Aprebic would be an "empty chair" at trial. The trial court denied REI's motion, holding that under the WPLA, REI had assumed the strict liability of a manufacturer, and was liable for all damages and injuries to plaintiff. REI appealed.

On appeal, REI argued that Washington's comparative fault system (which encompasses the principle that "every entity responsible for committing a tort should be liable to the plaintiff based on its own individual share of the total fault, no more and no less") demanded that REI should be permitted to ask the jury to allocate fault to Aprebic for the manufacturing defects.

The Court of Appeals disagreed. The Court held that when the legislature enacted the WPLA, it clearly chose to hold product sellers like REI, who market the product under their own trade name, strictly liable for manufacturing defects of such products (despite the fact that the manufacturer created the defect and not the product seller), and that allocating any fault to Aprebic would render the WPLA meaningless and contravene the legislature's clear intent.

The Court explained that not allowing any fault to be allocated to Aprebic did not violate Washington's comparative fault system because the WPLA presupposes the existence of a contractual relationship between the manufacturer and the product-seller. Rather than imposing means of risk-allocation between two sophisticated commercial entities, the legislature assumed the parties would allocate potential liability exposure between themselves contractually.

Thus, the Court affirmed the trial court's decision and held that REI was strictly liable for Johnson's injuries and REI could not have Aprebic listed on the jury verdict when assessing fault. ❖

Full case available at:

<http://www.courts.wa.gov/opinions/index.cfm?fa=opinions.showOpinion&filename=654632MAJ>

This article is to inform our clients and others about legal matters of current interest. It is not intended as legal advice. Readers should not act upon the information without seeking professional counsel.



## Claims Conversation

with Roger Howson, Claims Dispute Resolution, TCAA Past President, SCAA/TCAA Education Coordinator

### Insured are from Mars... Adjusters are from Venus!

**INSUREDS:** I will have to inflate my claim to offset your arbitrary deflation of my claim. In other words, I plan on getting to you before you get to me.

**ADJUSTERS:** You will accept whatever settlement amount I decide to pay you and you will like it because you're lucky you even have insurance.

**INSUREDS:** The total claim payout on this one claim shall not be less than the total amount in premiums I've paid out to your insurance company for as long as I've been a customer.

**ADJUSTERS:** Our company lost its entire investment portfolio in the mortgage meltdown and global economic crisis, so we're going to earn it all back on your claim.

**INSUREDS:** By the time this claim is settled, I will not be out of pocket one single penny; regardless of deductibles, depreciation, exclusions, or any other inconvenient policy language.

**ADJUSTERS:** I don't care what your contractor estimated as the cost of repairs, my proprietary estimating software program says it should cost less than half that amount.

**INSUREDS:** What you're agreeing to replace makes what you're not replacing look old and worn-out. So I'm claiming everything, regardless of whether or not it's related to the original loss.

**ADJUSTERS:** The less we agree to replace the more you'll appreciate what we DO replace. Diminished expectations are a good thing because the less you expect of us, the happier you'll be.

**INSUREDS:** I know there's a deductible, but I do not intend be out any of my out of pocket expenses AND I think you owe me additional consideration for my pain, suffering, and inconvenience.

*(See Claims Conversation... continued on page 6)*

# SCAA

Friday, March 18, 2011



## 2011 SPRING SYMPOSIUM & VENDOR FAIR

# TCAA

Bell Harbor Int'l Conference Center  
Pier 66 ~ 2211 Alaskan Way, Seattle, WA

### Thank You to these fine Sponsors who contribute generously to this event!

- Alliance Restoration, Inc.
- Allied Environmental Services
- AMEC
- ARCCA, Inc.
- Bales Restoration, Inc.
- BC Investigative Engineers
- Case Forensics
- Charter Construction
- CRDN of WA
- DMA Insurance Housing Assistants
- DriExpress
- Fischer Restoration
- FRSTeam
- Great Floors
- Great Scott, LLC
- GT Engineering
- Halo Construction
- InStar
- LWG Consulting
- Matson Driscoll & Damico
- Maxcare of WA
- MCN
- McBride Construction
- MDE Inc.
- Nordic Services, Inc.
- OMAC
- Paul Davis Restoration
- Restorx DKI
- RGL Forensics
- Rimkus Consulting Group
- SAMS & Associates
- Servicemaster
- Servpro
- Smith Freed & Eberhard
- The Sterling Group DKI
- Unified Investigations
- WA OR Claim Service

### Big Winners!

**Ipod Touch**  
donated by *BC Investigative Engineers*  
was won by Peter Loveland, Country Insurance

**Kindle**  
donated by *The Sterling Group DKI*  
and *Restorx DKI*  
was won by Donna Moglegaard, Grange Insurance

**32" Flat Screen TV**  
donated by *InStar*  
was won by Peter Loveland, Country Insurance

### Other Donors & Winners!

- MDE Inc. - Gary Shutes
- LWG Consulting - David Jackson
- OMCA - Daisy Huffman
- Case Forensics - David Jackson
- Paul Davis Restoration - Daisy Huffman, Julie Benedict and Gary Hopkins
- Fischer Restoration - Julie Benedict
- MCN - Kathy Barnett
- ServPro - George Anderson
- AMEC Earth & Environmental - Karen Easterday
- WA-OR Claim Service - Cheryl Townsend
- ARCCA - Peter Loveland
- Unified Investigations - Gary Shutes
- The Sterling Group DKI and Restorx DKI - Slaed Spiller
- Alliance Restoration - Kathy Barnett and Dee Quiggle
- DMA Insurance Housing - Kathy Barnett and Dave Jackson
- FrstTeam - Peter Loveland and Deborah Jette



"I promise! I'll bring more adjusters next year!"

## Claims Conversation... *(Continued from page 4)*

ADJUSTERS: Just because stupidity is a covered peril (or at least not specifically excluded), that doesn't mean I have to like it or enable you to actually benefit from your own stupidity.

INSUREDS: The loss wasn't my fault, so whatever happens from here on out regarding my claim (regardless of whatever outrageousness I say, do, or swear to) is not my fault, either.

ADJUSTERS: You and I both know that you intentionally caused this loss, but since I can't prove it I'll just have to make your life a living hell before I finally and very reluctantly pay the claim.

INSUREDS: I am entitled to intentionally and knowingly inflate my claims to make up for whatever else that I might possibly have forgotten or neglected to rightfully claim.

ADJUSTERS: I asked for an inventory of your loss- NOT a wish list. I am going to assume your entire claim is inflated, and will depreciate accordingly.

INSUREDS: Everything I own is new. And even if it isn't, it should be.

ADJUSTERS: Everything is crap, and you should have thrown it out long ago.

INSUREDS: Even if the policy says it's not covered, it should've been covered!

ADJUSTERS: My interpretation of your policy says your loss is not covered, and you could never decipher the policy language enough to know whether or not what I say is true.

INSUREDS: But your company paid me the last time I submitted this same kind of claim!

ADJUSTERS: Just because the previous adjuster is incompetent does not mean I should pay a claim I don't think is covered.

INSUREDS: I just suffered a loss and I need to know if I'm covered or not.

ADJUSTERS: Tell me what happened, and I'll tell you whether or not it's covered.

INSUREDS: No, you tell me what's covered and then I'll tell you what happened.

APRIL FOOLS!

We'll see you at the April 15 SCAA Meeting. ❖

## Membership Application for 2010-2011



### SCAA Annual Membership Application

Membership Dues for the year September 1, 2010 to August 31, 2011

**DUES ARE NOT PRO-RATED**

Please print neatly, one application per person

Industry Vendors  
Please do not fill out this application. You do not qualify for this type of membership.

Applicant \_\_\_\_\_ Company \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip+4 (Required) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Check the appropriate boxes:  Renewal, year first joined \_\_\_\_\_  Change of Address  New

Active Member — Adjusters & Claims Persons **\$25**  Life Member — Past President or Retired **No Money Due**

Associate Member — Member of Defense Bar or Former Claims Person **\$25**  Corporate Sponsor — Legal Firms ONLY **\$125**

Send payment and completed application to: **The Seattle Claims Adjusters Association**  
Barb Tyler—Alquemie Publishing  
PO Box 87  
Dexter, OR 97431

If you have any questions on type of membership or membership status, contact Barb Tyler at 541/937-2611, or by email: npassist@msn.com