



## AGENDA

**LEGEND:** A - Action may be taken  
I - Information  
1 - Included  
2 - Handout  
3 - Separate  
4 - Verbal

**JPA:** ACCEL CLAIMS COMMITTEE MEETING

**DATE/TIME:** Monday, December 5, 2022 at 2:30 PM

**LOCATION:** Teleconference

Link: <https://alliantinsurance.zoom.us/j/92826347852?pwd=WDIROVA5TG5HUFpUVHVONVV2UzhIQTO9>

Meeting ID: 928 2634 7852

Passcode: 425199

Dial: (669) 900-6833

***In accordance with the requirements of the Brown Act, notice of this meeting must be posted in publicly accessible places, 72 hours in advance of the meeting, at the office of ACCEL's Secretary.***

*Per Government Code section 54954.2, persons requesting disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Alliant Insurance Services at (415) 403-1400, 24 hours in advance of the meeting. Access to some buildings may require routine provision of identification to building security. However, ACCEL does not require any member of the public to register his or her name, or to provide other information, as a condition to attendance at any public meeting and will not inquire of building security concerning information so provided. See Government Code section 54953.3.*

- MEMBER** • **City of Anaheim**, 201 South Anaheim Blvd., Suite 503, Anaheim, CA 92805
- LOCATIONS** • **City of Bakersfield**, 1600 Truxtun Ave., 4<sup>th</sup> Floor, Bakersfield, CA 93301
- VIA TELE -** • **City of Burbank**, 275 E. Olive Ave., Burbank, CA 91510
- CONFERENCE** • **City of Santa Cruz**, 1200 Pacific Ave., Suite 290, Santa Cruz, CA 95060
- **City of Santa Monica**, 1685 Main Street, Room 131, Santa Monica, CA 90401

**PAGE**

**A. CALL TO ORDER**

**B. CONSENT CALENDAR**

2-4

- 1 **1. Approval of Minutes for the October 4, 2022 Claims Committee Meeting** (A)  
*The Committee will review these minutes and will take action to approve or give direction.*

**C. REPORTS**

**1. CLAIMS COMMITTEE'S REPORT**

5-15

- 1 a) **Litigation Update** (I)  
*George Hills will provide the Committee a litigation update.*

16-32

- 1 b) **Proposed Changes: ACCEL Claims Reporting and Handling Policy and Procedure** (A)  
*The Committee will discuss proposed changes. Action may be taken to provide a recommendation to the Board or direction given.*

3

- c) **CLOSED SESSION – Pursuant to Gov't Code 54956.95** (A)  
*Members will review the following Closed Session items and may take action or give direction.*
- i. Committee Review – ACCEL Open Loss Run
  - ii. George Hills Estimated Loss Payments

**D. PUBLIC COMMENTS**

4

- The public is invited at this point to address the Committee on issues of interest to them.* (I)

**ADJOURNMENT**



**MINUTES OF THE  
ACCEL CLAIMS COMMITTEE  
MEETING**

Item No. B.1  
Claims Committee  
December 5, 2022

**Tuesday, October 4, 2022 at 2:00 PM**

**LOCATION:  
TELECONFERENCE**

Teleconference

Link: <https://alliantinsurance.zoom.us/j/99688465586?pwd=UWswdXhzZ2krMGlyOFIvSUJJeTdlZ09>

Meeting ID: 996 8846 5586

Passcode: 809657

Dial: (669) 900-6833

**MEMBERS PRESENT:**

Jena Covey, City of Bakersfield  
Betsy McClinton, City of Burbank  
Ross Brandon, City of Santa Cruz  
Oles Gordeev, City of Santa Monica

**MEMBERS ABSENT:**

Tracey Matthews, City of Anaheim

**GUESTS AND CONSULTANTS:**

Ben Oram, George Hills Company (*excused from the meeting at 2:45 PM and re-joined at 3:08 PM*)  
David Tratuz, George Hills Company (*excused from the meeting at 2:45 PM and re-joined at 3:08 PM*)  
John Chaquica, George Hills Company  
(*excused from the meeting at 2:45 PM and re-joined at 3:08 PM, left at 3:18 PM*)  
Chris Shaffer, George Hills Company  
(*excused from the meeting at 2:45 PM and re-joined at 3:08 PM, left at 3:18 PM*)  
Conor Boughey, Alliant Insurance Services  
Lorissa Huey, Alliant Insurance Services

**A. CALL TO ORDER**

Jena Covey called the meeting to order at 2:00 PM.

**B. Consent Calendar**

**B1. Approval of Minutes for the September 28, 2022 Claims Committee Meeting**

A motion was made to approve the consent calendar.

**MOTION:** Ross Brandon    **SECOND:** Betsy McClinton    **MOTION CARRIED**



	Tracey Matthews	Jena Covey	Betsy McClinton	Ross Brandon	Oles Gordeev
Aye		X	X	X	X
Nay					
Abstain					

### C. REPORTS

#### C1. Claims Committee’s Reports

##### C1a. ACCEL’s Claims Administration and Litigation Management Contract

Conor Boughey recapped for the Committee the direction it gave George Hills (GH) at the September 1, 2022 Committee Meeting regarding the proposed contract.

John Chaquica from GH walked through the changes from the 1<sup>st</sup> draft to the 2<sup>nd</sup> draft.

John Chaquica, Chris Shaffer, Ben Oram, and David Trautz from GH were excused from the meeting and invited back in after the Committee discussed.

A motion was made to recommend to the Board to choose Option 1, subject to revising Section H. Catastrophic Fees to state that the Board will have authority to approve the claims requiring special handling, Section 4. File Retention to state “no fee”, and the wording for an eighteen month fee with a January 1, 2023 start date.

**MOTION:** Betsy McClinton      **SECOND:** Oles Gordeev      **MOTION CARRIED**

	Tracey Matthews	Jena Covey	Betsy McClinton	Ross Brandon	Oles Gordeev
Aye		X	X	X	X
Nay					
Abstain					

##### C1b. Proposed Changes: ACCEL Claims Reporting and Handling Policy and Procedure

Conor Boughey reminded the Committee that Ben Oram, ACCEL’s Litigation Manager drafted proposed language to the Claims Reporting and Handling Policy and Procedure. The intent of this new language is to clarify ACCEL’s process regarding Settlement Authority.



The Committee agreed that there needs to be language outlining the steps of ACCEL’s current process to settle a claim. At a prior Committee Meeting, direction was given to re-draft the proposed language and the revisions are shown in the agenda packet.

A motion was made to recommend to the Board to adopt the proposed changes as presented.

**MOTION:** Betsy McClinton      **SECOND:** Ross Brandon      **MOTION CARRIED**

	Tracey Matthews	Jena Covey	Betsy McClinton	Ross Brandon	Oles Gordeev
Aye		X	X	X	X
Nay					
Abstain					

**D. PUBLIC COMMENTS** - No public comments were made.

### ADJOURNMENT

Jena Covey adjourned the meeting at 3:31 PM.



**Item No. C.1.a**  
**Claims Committee**  
**December 5, 2022**

## LITIGATION UPDATE

**ISSUE:** At today's meeting, Ben will provide another update and the Committee will be asked if it wants a quarterly or semiannually update from Ben.

**RECOMMENDATION:** This is an information item, no action is necessary. Direction may be given to the Claims Administrators on the frequency of these updates (quarterly or semiannually.)

**FISCAL IMPACT:** No financial impact is expected.

**BACKGROUND:** The Program Administrators discussed services with ACCEL's Claims Chair, Tracey Matthews. As a result of that discussion, ACCEL requested that George Hills provide a quarterly or semiannual litigation update.

ACCEL has not previously received litigation updates as part of our litigation management services, but has received updates at long range planning meetings.

In January and March 2022, Ben Oram, at George Hills presented a Litigation Update on pertinent case law. It was also disclosed in the Board Meeting's agenda packet as an information item.

The Litigation Update documents are posted on the ACCEL Website in the Members' Only section.

**ATTACHMENT:** Litigation Update from George Hills.

**EXCESSIVE FORCE**

***Villalobos v. City of Santa Maria***

**11/16/22**

(1) battery; (2) negligence – wrongful death; (3) negligent hiring, supervision, and training; and (4) violation of the Bane Act (Civ. Code, § 52.1).

Docket No.: B318061 (2<sup>nd</sup> D.C.A.)

**Summary Rules:** *Summary Judge was appropriate where use of force resulting in fatality was justified under the circumstances.*

**Ruling:** *Question on Appeal: Whether the trial court erred in granting summary judgment, finding that the officers use of force was negligent or unreasonable.*

Second Appellate District affirmed finding that no reasonable trier of fact could find that the officers/City were negligent or that their conduct was not reasonable.

**Facts:** This case arises out of a police shooting that resulted in the death of decedent. Decedent’s parents filed a complaint against police officers involved in the shooting (the officers) and their employer, the City. The four causes of action were: (1) battery; (2) negligence – wrongful death; (3) negligent hiring, supervision, and training; and (4) violation of the Bane Act. Decedent’s father appealed from the judgment entered after the trial court granted Respondents’ motion for summary judgment.

The court explained that the officers patiently waited approximately 40 minutes before resorting to less-than-lethal weapons. The negotiations with the decedent had been futile. He was armed with a deadly weapon, was behaving erratically, and was also suicidal. He presented an immediate threat of physical harm to himself. At any time, he could have used the knife to inflict a grievous injury upon himself. Instead of calming down, he appeared to be growing more agitated. There was no legitimate reason to continue a hopeless standoff that had disrupted the flow of traffic and was consuming police resources. Thus, because Plaintiff did not carry his burden “to make a *prima facie* showing of the existence of a triable issue of material fact” whether the officers’ use of force was negligent or unreasonable the trial court properly granted Respondents’ motion for summary judgment.

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## GENERAL CLAIMS

***T.L. v. City Ambulance of Eureka***

**9/29/22**

[general duty of care; *Hernandez*; mental health holds, § 5585]  
Docket No. A162508 (1<sup>st</sup> D.C.A.)

**Summary Rules:** *A plaintiff's claims may survive summary judgment where the contributory negligence, or intentional conduct, of the plaintiff is the main cause of injury, where there is still a legitimate question on whether defendants actions contributed to the injury.*

**Ruling:** *Question on Appeal: Whether defendants had no duty to "prevent plaintiff from engaging in impulsive, reckless, irrational and self-harming conduct," relying on Hernandez v. KWPH Enterprises (2004) 116 Cal.App.4th 170)?*

Reversed. Court of appeal reinstates claims by a plaintiff, a psychiatric patient, who was injured when she jumped from a moving ambulance.

The defendants, like any other provider of medical services or medical support services, owe a general duty of care to those to whom they provide such services. While the professional standard of care does not, as a matter of law, require the use of restraints during the transport of any patient subject to a 5585 hold, the court should address T.L.'s claims that the gurney should have had shoulder harnesses and that the rear door of the ambulance should have been locked.

**Facts:** While T.L. was being transported by ambulance from a crisis stabilization unit to an inpatient psychiatric facility, she suddenly unbuckled the belts strapping her to the semi-reclined gurney and stepped out of the back of the moving ambulance, sustaining serious injuries. At the stabilization unit, she had been placed on a "section 5585" 72-hour mental health hold. (Welf. & Inst. Code 5585) However, she was calm and cooperative while at the unit, was never diagnosed as being a danger to herself, and was transported by ambulance to and from a local hospital for medical clearance, without incident. Her attending psychiatrist determined she was stable for transport to the in-patient facility.

The trial court rejected T.L.'s suit on summary judgment, finding that the defendants owed no duty to prevent her from engaging in impulsive, reckless, irrational, and self-harming conduct.

### **INVERSE CONDEMNATION**

***Today's IV, Inc. v. L.A. County Metropolitan Transportation Auth*** **10/5/22**  
[inverse condemnation; nuisance]  
Docket No.: B306197 (2<sup>nd</sup> D.C.A.)

**Summary Rules:** *A public entity is no liable for inverse condemnation and/or nuisance where there is no proof of direct, substantial, damages which is peculiar to the property itself. Construction noise broadly heard in an area is no sufficient to meet the standard.*

**Ruling:** *Question on Appeal: Whether respondents (L.A. Co. Metro Transportation Authority and Regional Constructors) were “unreasonable” in their construction of an underground subway line in downtown L.A.—and liable under theories of nuisance and inverse condemnation.*

The Second Appellate District affirmed the trial court’s ruling finding no liability in Plaintiff’s civil complaint against Respondents Los Angeles County Metropolitan Transportation Authority and Regional Connector Constructors for their “unreasonable” construction of an underground subway line in downtown Los Angeles.

The court explained that the first two circumstances that justify an inverse condemnation claim are not applicable here, as Appellant does not contend that its property has been physically invaded or physically damaged. Thus, Appellant necessarily relies upon the intangible intrusion theory. To recover under this theory, Appellant must be able to establish its property suffered from an intangible intrusion burdening the property in a way that is direct, substantial, and peculiar to the property itself.

**Facts:** Appellant Today’s IV filed a civil complaint against respondents Los Angeles County Metropolitan Transportation Authority and Regional Connector Constructors for their “unreasonable” construction of an underground subway line in downtown Los Angeles, which affected the

Westin Bonaventure Hotel and Suites (the Bonaventure), owned by Today’s IV.

Today’s IV alleged claims for nuisance and inverse condemnation due to 1) respondents’ use of the cut-and-cover construction method instead of the tunnel boring machine method; 2) construction work during nights and weekends, which was particularly harmful to the Bonaventure’s operation as a hotel; 3) violation of certain noise limits; and 4) interference with access to the Bonaventure. Today’s IV alleged lost contracts, including a \$3.3 million airline contract, and loss of business. It requested compensatory and punitive damages from Respondents.

The trial court found no liability and entered judgment in favor of Respondents.

**LAND USE REGULATION**

<i>Sheetz v. County of El Dorado</i> [land use regulation]	10/19/22
Issue:	Whether the traffic impact mitigation fee (TIM fee) imposed by El Dorado County as a condition of issuing a building permit for the construction of a single-family residence on a property in Placerville is invalid under both the Mitigation Fee Act Gov. Code, § 66000 et seq.) and the takings clause of the United States constitution, namely the special application of the “unconstitutional conditions doctrine” in the context of land-use exactions established in <i>Nollan v. California Coastal Comm’n</i> (1987) 483 U.S. 825 ( <i>Nollan</i> ) and <i>Dolan v. City of Tigard</i> (1994) 512 U.S. 374 ( <i>Dolan</i> ).
Ruling:	Affirmed.
Facts:	Plaintiff challenged a traffic impact mitigation fee imposed by defendant El Dorado County as a condition of issuing him a building permit for the construction of a single-family residence on his property in Placerville.
Notes:	Sheetz appealed the judgment entered after the trial court sustained the County’s demurrer without leave to amend and denied his verified petition for writ of mandate. To the Court of Appeal, he contended

reversal was required because the TIM fee was invalid under both the Mitigation Fee Act and the takings clause of the United States constitution, namely the special application of the “unconstitutional conditions doctrine” in the context of land-use exactions established in *Nollan v. California Coastal Comm’n*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994).

### **SECTION 998 OFFERS**

***K.M. v. Grossmont Union High School Dist.*** **10/25/22**  
[998 offers; Civil Code § 51.9, § 340.1; Assembly Bill No. 218; childhood sexual abuse;

**Issue:** *Whether plaintiffs were entitled to seek the newly available treble damages, and whether trial court erred by sustaining District’s demurrers to their sexual harassment claims, refusing admission of certain evidence, and including Plaintiffs in the CACI 406 instruction to their prejudice.*

**Ruling:** Appeals court rejected each argument. The Court of Appeal concluded the treble damages provision in Code of Civil Procedure section 340.1 was neither retroactive, nor applicable to public school districts. The Court further concluded Plaintiffs did not establish they could pursue sexual harassment claims against the District under Civil Code section 51.9. The parties do not establish reversible error on the other asserted grounds, either. Therefore, the Court affirmed the trial court’s judgment and post-judgment orders.

**Facts:** Plaintiffs sued the school district (“District”) for negligence based on sexual abuse by their high school teacher. They also asserted sexual harassment claims under CA Civ Code section 51.9, to which District successfully demurred. District made section 998 offers, which Plaintiffs did not accept. The case proceeded to a jury trial, where the trial court excluded certain evidence and mistakenly included Plaintiffs in an oral jury instruction regarding apportionment of fault. Plaintiffs prevailed, and the jury assigned 60 percent of fault to the teacher, and 40 percent to the District, with resulting damage awards lower than the section 998 offers. The parties moved to tax each other’s costs. The trial court ruled the offers were invalid, granted Plaintiffs’ motion, and denied District’s motion in pertinent part. Both parties appealed.

Plaintiffs sought a new trial, contending they were entitled to pursue treble damages, and that the trial court erred by sustaining the demurrers to their sexual harassment claims, excluding certain evidence, and giving the erroneous oral jury instruction.

The District argued the trial court wrongly determined its Code of Civil Procedure section 998 offers were invalid.

***Trujillo v. City of L.A.*** **10/27/22**  
 [998 offer issue on appeal; dangerous condition/negligent maintenance of sidewalk – trial court]

- Issue:** *Whether 998 offer automatically expires when a trial court orally grants the offeror’s summary judgment motion.*
- Ruling:** The Second Appellate District affirmed. The trial court properly concluded that City’s 998 offer expired by the time plaintiff purported to accept it. Like any other contractual offer, a 998 is not accepted until that acceptance is communicated to the offeror. Here, because plaintiff did not communicate her acceptance of City’s 998 offer until *after* the trial court orally granted MSJ to City, the acceptance wasn’t effective, as there was no longer an operative 998 offer to accept.
- Facts:** Plaintiff sued the City for negligence in maintaining the City-owned sidewalk in a dangerous condition. The City moved for summary judgment on the ground that the sidewalk was not a “dangerous condition.” Although the hearing was not transcribed, the trial court concluded the hearing by orally granting the City’s motion for summary judgment. Just four minutes after the summary judgment hearing concluded, Plaintiff’s counsel sent the City an email purporting to accept the City’s 998 offer. The City objected to Plaintiff’s attempt to accept its 998 offer after the trial court had ruled on its summary judgment motion. The trial court entered judgment for the City, implicitly ruling that Plaintiff’s acceptance of the City’s 998 offer was inoperative. Plaintiff filed a timely notice of appeal of the May 7, 2021 judgment.
- Notes:** Under the statute, offers are good for 30 days or until the start of trial, unless revoked.

**4<sup>th</sup> AMENDMENT SEARCH**

***ANDRE VERDUN, ET AL V. CITY OF SAN DIEGO, ET AL*** **10/26/22**  
[42 U.S.C. § 1983; class action; chalking tires; Fourth Amendment]

**Issue:** *Whether tire chalking constitutes a “search” under the Fourth Amendment or falls within the administrative search exception to the warrant requirement.*

**Ruling:** The Ninth Circuit affirmed the district court’s summary judgment for Defendants and held that municipalities are not required to obtain warrants before chalking tires as part of enforcing time limits on city parking spots.

**Facts:** Plaintiffs brought a putative class action under 42 U.S.C. Section 1983 alleging that tire chalking violated the Fourth Amendment. The Ninth Circuit affirmed the district court’s summary judgment for Defendants and held that municipalities are not required to obtain warrants before chalking tires as part of enforcing time limits on city parking spots. The panel held that even assuming the temporary dusting of chalk on a tire constitutes a Fourth Amendment “search,” it falls within the administrative search exception to the warrant requirement. Complementing a broader program of traffic control, tire chalking is reasonable in its scope and manner of execution. It is not used for general crime control purposes. And its intrusion on personal liberty is de minimis at most.

**COURT’S DESCRIPTION:** Civil Rights. The panel affirmed the district court’s summary judgment for defendants and held that municipalities are not required to obtain warrants before chalking tires as part of enforcing time limits on city parking spots. Plaintiffs brought a putative class action under 42 U.S.C. § 1983 alleging that tire chalking violated the Fourth Amendment. The panel held that even assuming the temporary dusting of chalk on a tire constitutes a Fourth Amendment “search,” it falls within the administrative search exception to the warrant requirement. Complementing a broader program of traffic control, tire chalking is reasonable in its scope and manner of execution. It is not used for general crime control purposes. And its intrusion on personal liberty is de minimis at most. Dissenting, Judge Bumatay stated that the administrative search exception is still the exception. It is no doubt true that law enforcement, traffic enforcement, and almost any

other government function would be more efficient and more convenient if officers could skirt the Fourth Amendment. But neither the original understanding of the Fourth Amendment nor Supreme Court precedent permit a policy of indiscriminate searches for such an ordinary government enterprise. While chalking tires may not constitute the greatest affront to personal liberty, the court’s duty is to safeguard against even “stealthy encroachments” on the Fourth Amendment. Thus, Judge Bumatay would not expand Fourth Amendment exceptions to accommodate the City’s chalking program and would hold that it is unconstitutional

**DISABILITY DISCRIMINATION**

<b><i>Price v. Victor Valley Union High School District</i></b>	<b>11/10/22</b>
[FEHA; Gov. Code § 12940 et seq.2; disability discrimination]	
Docket no.: E076784 (4 <sup>th</sup> D.C.A.)	

**Summary Rules:** *A triable issue of fact is raised where a temporary employee, with an undisclosed disability but who can perform the duties of a job, is not hired for a full-time position with the same duties because she disclosed a disability and failed a fitness-for-duty examination.*

**Ruling:** *Question on Appeal: Whether or not the trial court erroneously granted summary judgment to the District in that there are triable issues of fact concerning her first claim for disability discrimination.*

Appellate court determined there were triable issues of fact on plaintiff’s first claim for disability discrimination, but disagreed as to the rest of her claims.

**Facts:** La Vonya Price worked intermittently as a part-time substitute special education aide at the District before applying for a full-time position. She received an offer for a full-time position that was contingent on passing a physical exam. When she failed the physical exam for not being “medically suitable for the position,” the District rescinded the offer, terminated her as a substitute, and disqualified her from any future employment with the District.

Price sued the District for retaliation and various disability-related claims, but the trial court granted summary judgment to the District. Price

appealed, contending the trial court erroneously granted summary judgment to the District because there were triable issues of fact concerning all of her claims.

Notes:

*Procedural History:*

Price first sued the District for seven claims under the Fair Employment and Housing Act (FEHA; Gov. Code § 12940 et seq.2). After the District’s successful demurrers (which Price does not challenge on appeal), only five of Price’s FEHA claims remained: (1) disability discrimination; (2) failure to accommodate a disability; (3) failure to engage in the interactive process; (4) retaliation; and (5) failure to prevent discrimination and retaliation. The trial court granted the District’s motion for summary judgment and entered judgment for the District.

**MANDATORY DUTY**

***Thompson v. County of Los Angeles***

**10/20/22**

[Government Code section 815.6; mandatory vs. discretionary duty; collateral contacts]  
Docket No.: B307969 & B311569 (2<sup>nd</sup> D.C.A.)

**Summary Rules:** *A mandatory duty to take specific action where a public entity has discretion on numerous courses of action, i.e. individuals to contract during an investigation.*

**Ruling:** *Question on Appeal: Whether the trial court properly found Thompson did not allege breach of a mandatory duty sufficient to overcome immunity?*

The court held that the trial court did not abuse its discretion by denying Plaintiff leave to amend. Plaintiff had the burden to establish a reasonable possibility she could amend the complaint to state a claim. She says the determination of whether the collateral contacts provision created a mandatory duty is a factual issue and she “can likely identify more” collateral contacts. However, the court explained that the collateral contacts provision gives social workers discretion to determine which contacts are necessary. As a matter of law, it does not create a mandatory duty.

**Facts:** Plaintiff sued the County for removing her son, J.G., from her care. The County demurred. The trial court sustained the demurrer without leave to

amend. It found the County was immune from suit and Plaintiff failed to allege a mandatory duty sufficient to overcome immunity. Plaintiff appealed and alleged a mandatory duty and, in the alternative, the court should have allowed her to amend her complaint. The court later denied Plaintiff's motion to tax expert witness fees.

[\*The County must exercise discretion to determine what constitutes a "necessary" collateral contact. In other words, the County must make contacts, generally, but the decision to make contact with a particular person is discretionary. This is logical because the universe of people with "knowledge" of a child's "condition" is vast. It could include a child's parents, siblings, grandparents, aunts, uncles, cousins, school bus drivers, teachers, principals, school nurses, classmates, friends, friends' parents, neighbors, police officers, doctors, and dentists, to name a few. When the County decides whom to deem a necessary contact, it balances various interests: child safety, family preservation, and limited time and resources. This balancing requires the County to exercise discretion. The provision does not create a mandatory duty to contact particular individuals.]



**Item No. C.1.b**  
**Claims Committee**  
**December 5, 2022**

### **PROPOSED CHANGES:** **CLAIMS REPORTING AND HANDLING POLICY AND PROCEDURE**

**ISSUE:** The Claims Committee agreed that there needs to be language that outlines the steps of ACCEL's current process to settle a claim. The Claims Committee proposed changes to the Board at the October 2022 Board Meeting, outlining the current claims settlement authority process.

As a result of the October 2022 Board Meeting, direction was given to the Claims Committee to add a tiered approach in section VII. Settlement Authority Process, bullet point 4., with three levels of authority between the Claims Committee Chair, Claims Committee, and the Board with a stated dollar amount. There will be no settlement authority given unless there is an approved ACCEL Reserve.

**RECOMMENDATION:** The Claims Committee may make a recommendation to the Board to adopt the proposed changes or give direction.

#### **Additional Consideration:**

**In favor:** The proposed changes to the P&P aim to provide more clarity on the process for settling claims in the ACCEL retained layers of coverage. The proposed changes, if approved, outline the responsibility of the Claims Administrator to obtain guidance from ACCEL prior to settlement.

**Against:** If the Committee does not want to adopt the proposed changes to the P&P, this would indicate that ACCEL can remain silent within the Claims Handling P&P, or should consider different language. Currently, the Bylaws require the Claims Committee to present settlement recommendations to the Board prior to agreeing to a final settlement.

**FISCAL IMPACT:** No financial impact is expected from the recommended action.

**BACKGROUND:** In January 2022, the Board approved most recent amendments to the P&P as summarized below:

1. Administrative clean up throughout.
2. Update the role of the claims committee to include the authority to request coverage opinions.
3. Update the reporting guidelines and requirements for the Claims Administrator.



4. Update coverage determinations, adding partial disclaimers of uncovered damages and changing the process for reservations of rights.

At the May 25, 2022 Claims Committee Meeting the Claims Reporting Handling Policy and Procedure (P&P) was discussed. The topics of discussion included:

1. Propose changes by adding a new section about the Settlement Authority Process:
  - Ben Oram, ACCEL’s Litigation Manager drafted proposed changes as shown in the redlined P&P attached in that meeting’s agenda packet. The intent of this new language is to clarify ACCEL’s process regarding Settlement Authority.
2. Review Attorney Rates:
  - In March 2021, the Board adopted language that stated, “*ACCEL Members are advised to request approval from the Claims Committee for any attorney rates excess of \$400/hour. The Claims Committee will review rates for consideration and may take action or provide direction.*”
  - The Claims Committee should review the attorney rates annually to see if it would like to amend or leave as is. At the May 25, 2022 Meeting, the Committee agreed to leave as is.

At the May 25, 2022 Claims Committee (CC) Meeting, the CC reviewed the drafted proposed language by Ben Oram, ACCEL’s Litigation Manager, regarding adding new section about the Settlement Authority Process. The intent of this new language is to clarify ACCEL’s process regarding Settlement Authority. The Committee did not want to adopt the proposed language.

**ATTACHMENT:** Claims Reporting and Handling Policy and Procedure – Redlined

# ADMINISTRATIVE POLICY AND PROCEDURE

## SUBJECT: CLAIM REPORTING AND HANDLING

DATE: May 1, 1987

AMENDED DATE: ~~January 20, 2022~~ January 19, 2023

REVIEWED DATE: ~~January 11, 2022~~ December 5, 2022

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#### I. Statement

It is the policy of the Authority for California Cities Excess Liability Joint Powers Authority (hereinafter referred to as "Authority") that:

1. Each Member Agency will report all occurrences, claims, and lawsuits (hereinafter referred to as "claims") meeting the Authority's reporting criteria to its Claims Administrator as soon as possible and in accordance with the Authority's Memorandum of Coverage ("MOC").
2. Each Member Agency will assume primary responsibility for managing all reported claims filed against the Member Agency. However, the Authority reserves right to associate in or participate with a Member Agency in the negotiation, investigation, defense, appeal, or settlement of a claim subject to the terms and conditions of the Authority's MOC.
3. The Authority's Claims Administrator is responsible for notifying the Authority's excess insurance carriers of all Member Agency claims with the potential to exceed the Authority's retained limit in accordance with excess carriers' claims reporting and handling policies. However, each Member Agency is responsible for notifying and complying with all insurance policies unaffiliated with the Authority, and purchased individually by the Member Agency (i.e., Non-Authority purchased coverage).
4. Should a discrepancy arise between this document and the Authority's MOC, the MOC will govern.

## **II. Role of Claims Committee**

The Claims Committee is composed of Board Members appointed by the Executive Committee and approved by the Authority; the Committee Chair is selected by Committee members. Committee membership shall not meet or exceed a quorum of the Board. The Claims Committee, with support from the Authority's claims management firm, is responsible for the following activities:

1. Monitoring all claims reported by Member Agencies to the Authority to ensure reserves are adequate, defense strategies are sound, coverage issues are promptly identified and communicated to Member Agencies, and excess carriers are promptly notified of claims with potential to exceed the Authority's retained limit;
2. Reporting key developments and/or concerns regarding active claims to the Authority's Board of Directors;
3. Providing recommendations to the Board of Directors on claims and claims matters requiring Authority action, including, but not limited to, coverage determinations, reserve levels, defense strategies, settlement offers, and decisions to try or appeal lawsuits;
4. When appropriate, soliciting and reviewing coverage opinions and other related coverage matters (e.g. reservation of rights letters). The Claims Committee Chair may approve releasing the coverage statement to the Member, to be ratified at the following Claims Committee Meeting;
5. Overseeing the activities of the Authority's claims management firm; and
6. Assisting with the selection of the Authority's claims management firm and claims auditor.

The Claims Committee will meet at least quarterly to fulfill its designated responsibilities.

## **III. Role of Claims Administrator**

The Authority will retain the services of a claims management firm to oversee all claims reported by its Member Agencies. The claims management firm, in turn, will assign a claims administrator to the Authority. The Claims Administrator will serve as the Authority's point of contact for all reported claims and be responsible for fulfilling the scope of work contained in the service contract between the Authority and the claims management firm. The Claims Administrator will notify the excess carriers of claims in accordance with excess carriers' claims reporting and handling policies.

It is the duty of the Claims Administrator to report any claim or occurrence to each excess carrier, without regard to liability, that meets the reporting requirements in each of the excess policies, (e.g. death, traumatic brain injury, paralysis, burns, and other severe injuries, or a reserve of half or more of the retention) or which meet ACCEL's reporting requirements in Section IV below.

#### IV. Reporting Requirements for Member Agencies

1. Member Agencies will report to the Authority's Claims Administrator as soon as possible all events meeting any of the criteria identified below, without regard to liability:
  - a. Claims<sup>1</sup> in which the ultimate net loss is estimated to exceed 25% of the Member Agency's retained limit.
  - b. Claims<sup>1</sup> falling within any of the following classifications:
    - i. one or more fatalities;
    - ii. spinal cord injuries (paraplegic or quadriplegic);
    - iii. amputations;
    - iv. loss of sight or hearing;
    - v. severe burns or disfigurement;
    - vi. serious head injuries;
    - vii. serious loss of use of any body part or function;
    - viii. allegations of sexual misconduct, molestation or similar;
    - ix. long term hospitalization (30 days or more); or
    - x. multiple claims arising out of the same occurrence in which the aggregate ultimate net loss is estimated to exceed 25% of the Member Agency's retained limit.
  - c. Lawsuits or writs involving employment practices liability.
  - d. Any class action lawsuits.
  - e. Demands in excess of \$250,000 arising out of any of the following settings:
    - i. Statutory demand;
    - ii. Post closed discovery (not expert) demand;
    - iii. Mandatory Settlement Conference demand;
    - iv. Mediation demand; or
    - v. Arbitration demand.
2. Member Agencies will ensure that the initial report provided to the Claims Administrator contains a brief description of what occurred, along with all available/relevant documents (e.g., claim, investigative reports, photos, medical reports, etc.) and a reserve recommendation.

Member Agencies will provide the initial report and all future reports to the Authority's Claims Administrator:

George Hills Company  
P.O. Box 278  
Rancho Cordova, CA 95741  
Phone: (855) 442-2357  
Attention: Ben Oram / David Trautz  
[Ben.Oram@georgehills.com](mailto:Ben.Oram@georgehills.com) / [David.Trautz@georgehills.com](mailto:David.Trautz@georgehills.com)  
(916) 269-4108 / (747) 282-2810

<sup>1</sup> See page 1 of this policy – the definition of “claim” includes occurrences, claims, and lawsuits.

Once a reported claim is litigated, Member Agencies will promptly advise the Claims Administrator of legal counsel selection and forward a copy of the lawsuit along with any additional relevant documents available that were not provided with the initial report.

3. Member Agencies will ensure that assigned legal counsel provides the Claims Administrator with a case analysis report (“CAR” – sample attached) or equivalent as soon as reasonably possible after receipt of the lawsuit and status reports every ninety days thereafter or when an action occurs that could change the value of a lawsuit, whichever occurs first. Further, Member Agencies will ensure that status reports are complete and contain sufficient information for the Claims Administrator to properly evaluate the lawsuit and keep the Claims Committee informed of key developments that may require its action. If Member Agencies fail to comply with these requirements, the Claims Administrator will promptly alert the Claims Committee and may request intervention.

## **V. Coverage Determinations**

The Claims Administrator will promptly evaluate all reported claims to determine whether coverage is available under the Authority’s MOC.

If this review reveals a potential coverage issue(s), the Claims Administrator will send the affected Member Agency a partial disclaimer of uncovered damages and provide a copy to the Program Administrator. Upon further review of claim details, the Claims Administrator will request Claims Committee approval to issue a reservation of rights letter that clearly states the basis and justification for the finding; a copy of the letter will be provided to the Program Administrator and each Claims Committee Member. The Claims Chair has Authority to approve the issuance of a Reservation of Rights if circumstances dictate that the Claims Committee may not be able to approve. Any Reservations of Rights approved by the Claims Chair will be presented to the Claims Committee for ratification at the next Claims Committee meeting. The Claims Committee, in turn, will apprise the Board of Directors of all reservation of rights letters issued to Member Agencies and will provide regular status updates until matters resolve. All denials of coverage must be approved by the Authority.

Member Agencies can dispute a reservation of rights letter by contacting the Authority’s Board President and requesting that an item be placed on the next available Board of Directors meeting agenda to discuss the matter. In the event of a conflict (i.e., the Board President’s Member Agency is disputing a reservation of rights letter), the Vice President will assume the Board President’s responsibilities.

## **VI. Duty to Disclose a Potential Conflict of Interest**

Members have a duty to disclose a conflict of interest if a conflict of interest or potential conflict exists.

## **VII. Settlement Authority Process**

As stated in the ACCEL Bylaws Article XI Settlement of Claims:

All claims settlement recommendations shall be presented by the Claims Committee to the Board of Directors for its approval prior to final settlement.

ACCEL's Board will review claims covered by ACCEL's Memorandum of Coverage and take the following steps to review and grant authority to resolve claims:

1. The TPA will review claims for exposure to ACCEL's shared risk layer.
2. Claims which are likely to exceed the member retention and require ACCEL funds to resolve will be brought to the Claims Committee for review.
3. For claims in which an ACCEL reserve is being requested, the claim shall be brought to ACCEL's Board for review and action. If a reserve is approved, the reserve will be posted on ACCEL's loss run and indicates ACCEL's level of approval to resolve the claim.
4. If an opportunity to resolve a claim arises, and the amount is less than the approved reserve, ~~following~~ ACCEL authorizes the following levels of authority. If the claim involves the Chair's own city, the President will have authority to approve.
  - a. \$1,000,000 to \$2,000,000 - Claims Committee Chair
  - b. \$2,000,000 to \$5,000,000 - Claims Committee
  - c. \$5,000,000 to Authority's Retained Limit - ACCEL Board
5. If a claim resolution exceeds the Board approved reserve, the claim must be brought back to the Board for further discussion and potential action.
6. Any claim involving ACCEL's funds requires a final report to the Board, informing the Board of the claim resolution and financial impact to ACCEL.
7. Claims payments will be processed in accordance with ACCEL's Accounting Guide.

Confirmation of Authority: Prior to attending a settlement conference, the Claims Administrator should provide written notification to the Member Agency and to the Claims Committee of the settlement plan including the details of the mediation or settlement conference, if applicable, the reserves set by ACCEL, confirmation on the potential target settlement value, and where applicable, confirmation that the remainder of the Member Agency SIR may be tendered in the course of finding a resolution.

## VIII. Claims Reimbursement Requests

For claims that fall under the Policy Year 2015-16 and after, the Authority's MOC allows for a Member Agency to seek reimbursement from the Authority.

When seeking reimbursement Member Agencies are required to provide the Authority's Claims Administrator a summary as well as all invoices and documentation to substantiate the exhaustion of the Member SIR and the amount requested in the claim reimbursement.

The statement above does not change any agreement between the Authority and a Member Agency which allows the Member Agency (such as a flat fee agreement) to provide a summary report of the amount requested as part of the claim reimbursement along with a signed affidavit that all bills have been reviewed for accuracy, appropriateness, and reasonableness.

The Authority will reimburse Members or credit their Self-Insured Retentions (SIRs) for reasonable attorney fees and necessary litigation expenses incurred while managing, investigating, defending or litigating covered claims.

ACCEL Members are required to notify the Claims and Program Administrators regarding any claim in which attorney rates are in excess of \$400/hour. The Program Administrators will agendize the claim for the Claims Committee to review rates for reasonableness. The Committee may take action or provide direction.

- 1) Once prior written authorization is given to settle an excess case, or a judgment puts it into the Authority or other excess layers, the Member or its administrator must submit:
  - a) Copies of all settlement documents, including releases, annuity forms (if structured), and properly filed dismissals.
  - b) Copies of all itemized bills from defense attorneys, claims administrators, expert witnesses and any other cost bills. (*see attached sample billing procedures*)
  - c) Copies of valid evidence of payment properly matched to the bills and settlement documents. Valid evidence of payment can take the form of check copies, data processing runs, Member warrant registers, department payment records, TPA claim payment screen printout, identifying the following:
    - a. Check or warrant number
    - b. Issue date
    - c. Payee
    - d. Paid amount
- 2) A cover letter requesting reimbursement of the net amount after deducting the SIR, must be submitted with the above documentation.
- 3) Once the figures are reconciled, a check request will be made to reimburse the Member in the appropriate amount. When issued this check will be mailed to the Member contact person, with a copy to the claims administrator (if applicable).
- 4) If special circumstances arise, which require exceptions or interpretation, the Program Administrators will agendize for Committee or Board consideration.

## **IX. Claims Audits**

All Member Agencies are required to complete an annual claims audit. Such audits will be conducted by a qualified outside audit firm recommended by the Claims Committee and approved by the Authority. The cost of the audits will be shared equally by Member Agencies.

The Claims Auditor will issue a written report summarizing the findings and recommendations for each Member Agency. This report will be presented and approved by the Authority's Board of Directors at a regular Board meeting. The Authority may require a Member Agency to formally respond to an audit finding contained in the report. A Member Agency shall submit its response to the Authority within sixty days of the request.

## **X. Attachments**

- 1) Sample CAR and Budget Form
- 2) Sample Billing Procedures

**APPENDIX 1  
CASE ANALYSIS REPORT**

**Caption of Lawsuit:** \_\_\_\_\_

**Court:** \_\_\_\_\_

**Court Case Number:** \_\_\_\_\_

**Date Suit Filed:** \_\_\_\_\_

**Date of Service:** \_\_\_\_\_

**Fast Track?** \_\_\_\_ Yes \_\_\_\_ No

**Excess TPA Claim Number:** \_\_\_\_\_

**Date of Loss:** \_\_\_\_\_

**Primary TPA Claim Number:** \_\_\_\_\_

**I. PARTIES**

**A. Plaintiffs:**

**B. City and City-Related Defendants:**

**C. Third-Party and Other Defendants:**

**II. TRIAL DATE AND OTHER IMPORTANT DATES**

**III. JURISDICTION AND EVALUATION**

**IV. TRIAL JUDGE AND EVALUATION**

**V. EVALUATION OF COUNSEL**

**A. Plaintiff's Attorney's Name and Evaluation:**

**B. City's Defense Attorney's Name:**

**C. Co-Defendants' Attorneys' Names and Evaluations:**

**VI. STATEMENT OF FACTS**

**VII. INJURIES**

**VIII. SPECIAL DAMAGES**

**A. Medical Expenses:**

**1. Past:**

**2. Future:**

**B. Loss of Earnings:**

**1. Past:**

**2. Future:**

**C. Other (specify);**

**IX. LIABILITY ALLEGATIONS**

- A. Plaintiff's Contentions:**
- B. Defenses:**
  - 1. Legal Defenses:**
  - 2. Factual Defenses:**
- C. Plaintiff's Expert Witnesses and Opinions:**
- D. Defense Expert Witnesses and Opinions:**

**X. VERDICT EXPOSURE**

- A. Chances of Defense Verdict:**  
[Note: a percentage number shall be provided.]
- B. Gross Verdict Range as to all Defendants:**
- C. Potential Offsets and Credits:**
- D. Net Verdict Range to City after Offsets, Credits and Allocation of Fault:**
- E. Plaintiff's Attorney's Fees (if applicable):**
- F. Punitive Damages (if applicable):**

**XI. SETTLEMENT HISTORY**

- A. Last Demand:**
- B. Last Offer:**
- C. History of Settlement Negotiations:**

**XII. RECOMMENDATIONS OF COUNSEL**

- A. Reasonable Settlement Value:**
- B. Proposed Litigation Strategy:**
- C. Other Recommendations:**

**XII. BUDGET**

- A. Fees and Costs Invoiced to Client as of the Date of this Report:**
- B. Fees and Costs from this Date to Trial:**
- C. Fees and Costs of Trial:**
- D. Initial Case Budget:**
- E. Experts' Fees and Costs to Date:**

**F. Experts' Fees and Costs through Trial:**

**G. Litigation Budget Summary Form (see Attachment 1):**

**XIII. MISCELLANEOUS**

**A. Does Complaint Conform to the Tort Claim Filed?**

**(If not, specify differences)**

**B. Is Indemnification, Subrogation, or Contribution Available?**

**(If so, specify by whom, and in what amounts)**

**Attachment**

**1 – Litigation Budget Summary Form**

# ATTACHMENT 1 -- LITIGATION BUDGET SUMMARY FORM

Name of Attorney: \_\_\_\_\_ Case Name: \_\_\_\_\_

**Est Hrs / Cost**

1. **Preliminary Activity**  
(Review File, Interview Witnesses, Case Analysis, Litigation Plan, Budget)
2. **Initial Pleadings**  
(Answer, Cross-Complaint, Demurrer)
3. **Fact Finding – Information Gathering**  
(Document Review, Research, Strategy Development, Sub Rosa, Travel)
4. **Discovery**  
(Interrogatories, Depositions [by individual], Other Requests)
5. **Law & Motion and Pre-Trial Activity**  
(Motions [specify], Arbitrations, Settlement Conferences, Mediations, Court Hearings, Pre-Trial Reports)
6. **Experts**  
(Identify Each Expert [if known] and Area of Expertise)
7. **Documentation – Administrative Support**  
(Correspondence, Copies, Faxes, Other Costs)
8. **Trial Activity**  
(Trial Preparation, Trial Attendance, Briefings, Exhibits, Post-Trial Report)

**TOTAL** \_\_\_\_\_

**BUDGET SUMMARY:**

1. Preliminary Activity	\$
2. Initial Pleadings	\$
3. Fact Finding-Information Gathering	\$
4. Discovery	\$
5. Law & Motion and Pre-Trial Activity	\$
6. Experts	\$
7. Documentation – Administrative Support	\$
8. Trial Activity	\$

**TOTAL**

\$ \_\_\_\_\_

**SUBMITTED BY:**

**Defense Counsel:**

\_\_\_\_\_ Date: \_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

## **SAMPLE DEFENSE COUNSEL GUIDELINES – Billing Procedures**

### **BILLING PROCEDURES**

All invoices are to be submitted on a [monthly/quarterly] basis and directed to [name of person or position to whom invoices should be sent]. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the [entity name and/or the TPA] does not constitute a waiver of the [entity name's] right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted [monthly/quarterly], within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the [entity name] will not pay for more than one (1) attorney performing the same task. For example, the [entity name] will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. [Entity name] will not pay for “training” time for new attorneys or “learning” time or “orientation” time as new billers become involved in a matter and are learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the [entity name and/or TPA]

#### **A. Invoices**

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The TPA and/or entity claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10<sup>th</sup> of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller

- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., “telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc.”
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as “work on file,” “telephone call,” “conference,” and “research,” without further explanation, are not acceptable.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to [insert amount here] dollars (\$XXXX) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

## **B. Maximum Allowable Charges and Travel**

The following guidelines are provided regarding maximum allowable charges:

- The [entity name] will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the [entity name and/or its TPA].
- Photocopy costs should not exceed ten cents (\$0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-[entity name] business.

### **C. Disallowed Charges**

In addition to items listed above in sections A and B, the [entity name] will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).
- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying, date stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Responding to requests from [entity name and/or TPA] and/or their auditors relating to case file management and/or billing issues.