BEVERLY HILLS BAR ASSOCIATION

A GUIDE TO PROPERTY DAMAGE CLAIMS FOLLOWING A NATURAL DISASTER

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A GUIDE TO PROPERTY DAMAGE CLAIMS FOLLOWING A NATURAL DISASTER

What are the basic categories of coverage?

1) Coverage A- dwelling
2) Coverage B- other structures
3) Coverage C- personal property (actual cash value or replacement value)
4) Coverage D- loss of use
5) Building code upgrade coverage
6) Extended replacement coverage
7) Trees/Shrubs/Landscape
8) Jewelry, Fine Art, Furs, Wine, etc. riders and endorsements

Making an Insurance Claim After a Disaster

PART #1: IMMEDIATE STEPS, ADDITIONAL LIVING EXPENSES AND PERSONAL PROPERTY

1) Priority number one is getting your family to safety. Adhere to CalFire evacuation orders. Evacuate early. If you stay longer than you should you not only put yourself in danger but you make the firefighters' job much more difficult. They rightfully prioritize human life over property, so they can't save homes until they have all the humans to safety.

2) You should open a claim with your insurance company ASAP. You do not need a lawyer to help you do this. You can call your insurance company directly and open a claim. The insurance companies will be inundated and tend to assign claims to claims reps on a first come first serve basis. It is better to have the claim open and not need it than to need it and be at the back of the line. You also may need to make claims under other sorts of insurance, like auto insurance or business insurance.

3) In your initial claim conversation with your adjuster, ask your insurer to advance 4 months of living expenses, and 30% of your personal property limits up to $250,000. Your insurer is required to provide you this under California law.

4) Open a P.O. Box and update/forward your mail to the P.O. Box: Use this address as your mailing address on forms as you fill them out, and until you relocate permanently or move back into your rebuilt home.

5) Call all your utility and service providers (Electric, Gas, Water, TV, Land Line phone) and either freeze or cancel service. If you have newspaper or other delivery subscriptions,

either cancel or update to P.O. Box.

6) First and foremost, remember that you have a contract with your insurance company and you pay premiums. They are legally required to treat you in good faith and deal with you fairly. Don't let them forget that. Ask your insurance claims representative for a copy of your entire policy, not just the declarations page. This will show what coverage you have, and what you and the insurer are each required to do under the contract.

7) In the immediate days after you evacuate from your home, you will face displacement expenses. Your homeowner's insurance should cover much of these expenses. Ask your insurance claims representative to tell you the limits of your coverage for additional living expenses/loss of use, including the monetary cap, all the items that can be reimbursed under this coverage, and the time limit. Save your receipts.

8) You do not need a lawyer or a public adjuster at the start of your claim. If you run into problems as your claim is adjusted, retaining a reputable public adjuster may be helpful in pushing back on delays and communication issues. Attorneys generally do not handle insurance claims and their rates will be considerably higher than a public adjuster's rates. Consult an attorney if your insurer is seeking to rescind your policy, if your insurer believes your coverage lapsed before the fire, if your insurer declines to pay coverages you believe are covered, or if you believe you are significantly underinsured and either you had previously asked your insurer to confirm the adequacy of the coverage, or you never received a replacement cost estimate from your insurer.

9) If you have not already evacuated but expect to and believe your home will be at risk, do a video walk through of your home. Go room by room and into closets and drawers. If in the unfortunate situation that you lose your home, this video will help you create a personal property inventory if your insurer requires it.

10) If your insurer requires that you submit a personal property inventory, you can group your personal property into categories if it is too impractical to list each item individually. (Insurance Code § 2061(a)(3).)

   a) Go room by room. Visualize the property that was in each room and check with family and friends about their recollections. Think about what was in the drawers and closets in each room.
   b) Create a separate list for each room, going back to the room as you recall another item that was in it. If you have access to Excel, creating a separate worksheet for each room, with columns for the item, condition, and value, is an efficient way to create a personal property inventory.
   c) Check your email folders and online purchases like Amazon, which may show items you owned, as well as the purchase price and date.

d) Ask family and friends for photos of events at your home that may show the items in your house.
e) Do not omit any items, even if you exceed your policy limit. Your insurer may depreciate items, lowering their value.
f) Take breaks because thinking about the items you lost will take a toll on you emotionally.

Part #2: Rebuilding

1) Coverage A is your dwelling coverage limit for your house. Most of your other coverages were determined as percentage of Coverage A, unless you specifically requested a different limit.
2) You may have extended replacement coverage. Most insurance companies stopped offering guaranteed replacement coverage, which covers the cost to rebuild regardless of the Coverage A limit. Now insurers offer "extended replacement coverage," which will pay an additional 25%, 50%, or even 100% of your Coverage A if required.
3) Your policy only requires the insurer to rebuild your home as it existed at the time it was destroyed. Your insurer will push back on upgrades.
4) If your policy has code upgrade/ordinance coverage, that is a separate amount available to upgrade your home to comply with changed code requirements. For people with older homes, this is often a significant expense.
5) If your dwelling limit is insufficient to rebuild, you can combine all dwelling and other structures coverages, including building code upgrade and extended replacement cost coverages, to rebuild your home. (Insurance Code § 10103.7(a).)
6) The rebuild process is a long one. In a major disaster, it can take 12-24 months to retain a contractor to start the process. Under the policy, your insurer is able to stop payments for living expenses or rebuilding if the insurer does not receive regular evidence of progress on the rebuild.
7) You do not have to rebuild. You can take the full limits of your coverage and purchase a new home elsewhere.
8) If your home survived the fire in a zone where most homes were lost, you may still need to make an insurance claim. Your home may have significant smoke damage and structural damage from the heat.

<u>Insurance Regulations In Place to Protect You</u>

1) Insurer must advance 4 months of ALE immediately when you lose your home in a declared state of emergency. CA Ins. Code 2061 (a)(1).
2) If you don't want to rebuild, you can use ALL of your coverages, including extended replacement coverage and building code upgrades, to purchase a new home or rebuild. Cal Ins. Code 2051.5 (c); CA Ins. Code 10103.7*(a)*
3) Insurer cannot deduct the value of your land from a replacement home purchased. Cal Ins. Code 2051.*5 (c)(2)*

4) Your insurer must offer an immediate payment of at least 30% of your policy limit (up to $250K) for personal property. CA Ins. Code 10103.7
5) You do not need to use your insurer's inventory form, they must accept the information any way you provide it, and you do not need to itemize, you can bulk-list items. CA Ins. Code 2061*(a)(2)(3)*
6) Insurer must acknowledge claim, provide forms and begin investigating within 15 days of notice. 10 CCR 2695.5*(e)*
7) Insurer must respond to questions and letters/calls/emails within 15 days. 10 CCR 2695.5(b)
8) You can get a copy of your claim file upon request. Cal Ins. Code 2071
9) You can get a copy of your policy. Cal Ins. Code 2071; 2084
10) If your insurer assigns you to 3 or more claims handlers within a 6 month period, they must provide a written status report summarizing their claims handling to date, and provide you an ongoing person as a point of contact and a direct means of communication to that person. Cal Ins Code 2071, Cal Ins. Code 14047
11) Your insurer must accept or reject your claim within 40 days of receiving proof of claim. If they refuse the claim, they must provide all factual and legal bases for the refusal. 10 CCR 2695.7(b) If they accept the claim, they must pay all undisputed portions within 30 days. 10 CCR 2695.7h They can request more time to review but must put the request in writing, say what else they need, and provide an estimated time frame to make a decision. 10 CCR 2695.7(c)(1)
12) Regardless of the time limits in the policy, in a state of emergency you have 36 months to rebuild from the date of the first payment made. Additional 6 month extensions may be provided for good cause. (Cal. Ins. Code sections 2051.5[b][1] and [2]).
13) When your loss is due to a state of emergency you have 36 months to use your ALE coverage. (Cal. Ins. Code section 2060[b][1]).
14) Your insurer must pay ALE for up to 2 weeks if you are restricted access to your property by a civil authority, with additional two week extensions available for good cause. (Cal. Ins. Code section 2060[c]).
15) If you and your insurer disagree as to the cost of repairs, either side can request appraisal, but cannot compel it if the damage is due to a government-declared disaster. (Cal. Ins. Code section 2071).
16) Your insurer cannot cancel your insurance while your home is rebuilt, and cannot charge you on renewal for the cost of your non-existent home but can only insure what is actually there on the property. (Cal. Ins. Code section 675.1[a]). Insurer must offer to renew for 24 months after loss caused by a disaster.
17) On January 9, 2025, a one-year moratorium was put in place for zip codes in or adjoining the Palisades and Eaton fires– no insurer can cancel or non-renew in those areas for a year.

<u>Underinsurance and Reformation</u>

In 2011, the California Department of Insurance ("DOI") passed insurance regulation 2695.183. It required all insurers, agents and brokers to provide a detailed written estimate of replacement cost showing how they reached any recommended insurance coverage amount. Insurers, brokers and agents must provide a written estimate within 3 days of issuing a new policy or responding to any questions about the amount of coverage. If the insured is in the insurer's office, the estimate must be provided immediately. If an insurer requires that a broker or agent use any specific replacement cost estimation software, it must provide training on that software. The intent of this regulation is to provide insureds the opportunity to review their replacement cost estimate and confirm that the information on which it is based is accurate. If the insurer/broker/agent failed to provide a written replacement cost estimate when discussing coverage limits, under the regulation it is an automatic "misleading statement" made by insurer/broker/agent.

Most insurers use replacement cost estimator software, specifically a product called 360Value. It is owned by Verisk Corp, which also owns and provides Xactimate, the software that insurers use to estimate rebuild costs. The two programs share the same database of information. 360Value can be significantly customized to include lots of detail about a property, if the user chooses to obtain that information. Most do not.
360Value pre-fills information about a property from publicly available sources. Insurers/brokers are then supposed to review those pre-filled sections with the insured to confirm their accuracy. Too often, the insurer or broker simply accepts the information provided. The information is frequently incorrect. 360Value also automatically assigns a "quality grade" to a property. That "quality grade" is a multiplier applied to all costs related to a property. Economy, standard, above-average, custom, and premium are the options. Above-average is intended to be used in tract housing that may have some upgrades. Custom is to be used in any home individually designed by an architect rather than as part of a large building project. Premium is higher-end custom homes.

Under the insurance policy, the insured is responsible for the amount of insurance coverage selected, not the insurer. Insurers rely on this when their insureds find themselves significantly underinsured.

In California, courts have held that the insurer/broker takes on responsibility for the amount of insurance coverage when the insured specifically asks if the amount is sufficient, and the insurer/brokers says that it is or recommends a different limit.

If an insurer or broker made an error when issuing a policy, the insured can request reformation of the policy. Reformation is a legal term for changing the policy to meet the intent of the parties in the contract. Reformation is not commonly approved by insurers without litigation, but it is possible.

From 2020-2023, the DOI investigated major insurers in the California market related to their handling of wildfire claims. A summary of the Market Conduct Exam Reports issued by the DOI is below.

1) **Allstate**: The DOI required Allstate to pay $7.5M in additional claims payments to insureds. The DOI found that Allstate was not providing the replacement cost estimates to insureds to review, which kept them from identifying errors, and failed to include other structures in its estimates. Allstate's internal guidelines said that a property should be re-inspected once every 5 years, but Allstate failed to conduct inspections.

2) **CSAA:** CSAA was forced to refund $65K in premiums and pay over $40M in additional claims payments. It misused the 360Value software and relied on pre-filled data without checking it with the insured. It had no training materials for its agents on how to use 360Value. It issued separate endorsements for specific outbuildings to insureds (such as detached garages with an in-law unit above), but it asked the insured to choose the amount of insurance for that building, and then never revisited it or applied inflation increases to it, resulting in outbuildings being underinsured. It did not provide replacement cost estimates for review. It did not determine inflation by zip code, but used one factor for the whole state. CSAA stated that it offers code upgrade coverage of 25%, but failed to explain that the "code upgrade coverage" is a sub-percentage of the Coverage A. So, not more coverage at all. *CSAA promised the DOI that as of June 2020 it would provide all insureds with their key replacement estimate data points, including quality grade, with renewals. That would include the average construction cost for their geographic area per square foot, and CSAA's system programming would not permit coverage to be written if the coverage was less than the rebuild estimate based on area construction cost.*

3) **FAIR Plan:** FAIR Plan has a hard limit of total coverage for any residential property of $3 million for all coverages combined. Most FAIR Plan insureds in Southern California will be underinsured due to this coverage cap alone. The DOI found that FAIR Plan mishandled smoke damage claims. FAIR Plan's policy states that the insured must demonstrate physical damage, and it maintains that soot and ash can be cleaned and therefore doesn't constitute actual physical damage. The DOI disagreed. In its response, FAIR Plan declined to follow the DOI, and the DOI threatened regulatory action. FAIR Plan also regularly failed to meet required time limits for accepting or denying claims (40 days), responding to inquiries (15 days), and to provide insureds with required copies of calculations or estimates.

4) **Nationwide/Allied**: Nationwide was forced to pay out an additional $22M in claims payments, and refund $165K in premiums to insureds. It failed to include a check box on its agent application interface to ensure that the agent offered extended replacement coverage, and to inform insureds that they had the option of 150% or 200% extended replacement coverage. Nationwide failed to regularly review the info it had about a property, never created new replacement estimates, and never sent the info to insureds. Nationwide did not ask insureds about important home characteristics such as terrain and site access, which dramatically increase building costs. It failed to

ask about "other structures" on a property, such as fencing, pools, retaining walls, etc. and did not include them in the replacement cost estimates. It failed to provide written replacement cost estimates to insureds to give them the chance to catch errors. One of its subsidiaries failed to conduct inspections of high value properties when insuring them, resulting in underinsurance. Nationwide failed to list all coverages in the declarations (like building and ordinance/code upgrade), resulting in insureds not knowing they could use them.

5) **State Farm:** State Farm was required to pay $5.6M in additional claims payments. State Farm failed to update replacement cost estimates after insurance was first issued, regardless of how long ago it was issued. When State Farm transitioned to new replacement estimate software, it did not provide estimates to insureds to review, even though the new software required additional information not previously needed and never obtained. It noted that the agents were not asking the insureds about their property and relied on pre-filled information. Agents were frequently found to have changed the replacement cost estimate to lower it, resulting in less insurance coverage and a lower premium, to encourage customers to purchase insurance with that agent. State Farm failed to provide copies of the replacement cost estimate to insureds. State Farm's underwriting guidelines state that 360Value may not be a good tool to use on houses valued over $750K because it doesn't address the level of detail required to accurately insure them. Despite that, State Farm used 360Value on all homes. *State Farm promised in its response to the DOI that in 2023 ALL HOMES IN CA VALUED OVER $4M will undergo in person interior and exterior inspection to ensure that the replacement estimate is correct.*

6) **USAA**: The DOI required USAA to make additional claim payments of $5.6M. In 2016 USAA moved to 360Value. Instead of using the correct property information in its files, it adopted the pre-filled information, much of which was incorrect. USAA failed to inform its insureds about the existence of a "quality grade" for their homes, explain to them how quality grade is determined, or ask them what the appropriate quality grade should be. USAA also is supposed to automatically include the "Home Protector" endorsement on any policy where the insurance is at 100% or more of their estimated replacement cost value. That adds an additional 25% of coverage in the event of demand surge. But USAA rarely did that, causing insureds to fail to have coverage to which they were entitled but unaware. USAA failed to provide insureds replacement cost estimates for review. *USAA told the DOI it would implement a disclosure to be provided to all insureds summarizing their replacement cost estimate by August 2021*.

Market Conduct Exam Reports for all insurers are publicly available here: https://www.insurance.ca.gov/01-consumers/120-company/09-mcexam/

Rescission

Rescission: Insurer can rescind due to misrepresentations on the insurance application.

1) Was the home legally owned by the insured?
2) Did the home have any buildings/structures at the time of application, such as a pool, not identified on the application?
3) Was the home used for anything illegal under state OR federal law?

Cancellation/Expiration

1) Insurers cannot cancel an active policy unless payments are missed
2) If an insured misses a premium payment, the insured has a grace period during which the policy remains in effect, and any losses during that grace period are covered.
3) If an insurer fails to notify the insured of the pending policy lapse, there may still be coverage.
4) If the insurer sent the notice to the wrong address, there may still be coverage
5) If the insurer previously accepted late or partial payments made in a similar manner, there may still be coverage.

Federal Emergency Management Agency (FEMA) Disaster Assistance

FEMA Disaster Assistance is available for uninsured or underinsured losses. The term "underinsured" is not well defined. The FEMA website states: "**If you have insurance, you should file a claim with your insurance company immediately. FEMA assistance cannot help with losses already covered by insurance.**" So, if you have any insurance, that should be your primary source of funds, not FEMA.

If you are eligible for and do receive FEMA funds, note that FEMA may later require more information and documents supporting your application and showing what you spent the funds on. Keep receipts and a log of how you spent your FEMA funds.

The FEMA website also addresses donations received from a GoFundMe Page or a similar donation site. It states: "By law, FEMA cannot duplicate benefits you receive from another source. However, there are many different types of assistance available through FEMA and we review each application to ensure you receive the aid for which you are eligible. If you receive money from a GoFundMe page for a specific disaster-related expense--such as home repairs, funeral expenses or other emergency needs—you may not be able to receive FEMA aid for the same expense. For example, if you receive donations to clean up storm damage to your home, FEMA may not be able to also grant you financial assistance for home clean up. We encourage all survivors to apply for assistance regardless so we can review your specific case."

Again, if you receive both FEMA assistance and GoFundMe donations, keep a clear accounting of the source of the funds and what you spent those funds on. Make sure you are not spending GoFundMe funds on the same expenses that are covered by FEMA.

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AMANDA L. RIDDLE

COREY, LUZAICH, DE GHETALDI & RIDDLE LLP

Amanda L. Riddle represents clients in various general and complex litigation matters, including business, employment, elder law, personal injury, and mass torts. Ms. Riddle manages the firm's employment law practice. In addition to overseeing all of our employment litigation cases, her extensive litigation experience provides a basis for counseling businesses on employment matters, as there is no better attorney to help a business avoid litigation, than a seasoned litigator.

Ms. Riddle currently represents approximately 6,500 victims of the 2015 Butte Fire, 2017 North Bay Fires, and 2018 Camp Fire, which were each started by PG&E. PG&E filed bankruptcy in January 2019, bringing the wildfire victim claims into the bankruptcy proceeding. Ms. Riddle leads various aspects of the litigation and was a member of the team that negotiated a $13.5B settlement for these wildfire victims. Ms. Riddle serves as co-liaison counsel for all (over 3,700) plaintiffs in the Butte Fire state court litigation.

Ms. Riddle's experience includes the representation of 45 families who fell victim to the explosion of Pacific Gas & Electric's natural gas transmission line in San Bruno, California, on September 9, 2010. For these clients, Ms. Riddle handled all aspects of the litigation against PG&E, as well as first party insurance claims. Ms. Riddle served as co-liaison counsel for all plaintiffs in this matter. In 2013, Ms. Riddle was selected as a finalist for the Consumer Attorneys of California's Woman Advocate of the Year Award for her exemplary work on the PG&E case.

In 2008, Ms. Riddle co-founded the San Mateo County Bar Association Legal Clinic Committee, which provides on-site legal services to residents of Shelter Network and Samaritan House's homeless shelters on the Peninsula.

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JOHN TORBETT

KRAMER TRIAL LAWYERS

John Torbett is a trial lawyer whose practice focuses on general business litigation, real property litigation, insurance litigation, including bad faith, commercial landlord-tenant disputes, partnership disputes, corporate governance and control disputes, entertainment litigation and securities litigation. Mr. Torbett has represented clients in the Film and TV industry, interior design, internet commerce and publishing, finance, consumer finance, food distribution, hospitality, real estate investment and development, veterinary businesses and business brokers. Mr. Torbett also has experience in general corporate law, asset purchases and sales, as well as business entity formation and content agreements for contributors to web based publications.

Mr. Torbett has tried multiple jury trials to verdict, as well as bench trials, and several FINRA arbitrations. Mr. Torbett has won two seven figure judgments for his clients and obtained favorable, six figure settlements in dozens of other cases. Mr. Torbett was lead trial counsel in an inverse condemnation case against the city of Los Angeles where he obtained a $5.6 million judgment for his client. In addition, Mr. Torbett has obtained multiple six figure settlements for his clients on inverse condemnation claims against the cities of Los Angeles and Beverly Hills. Mr. Torbett obtained a six figure settlement in a copyright infringement action on behalf of a film maker.

Prior to becoming of-cousnel to KTL, John Torbett graduated from Vanderbilt University with a BA in Economics and received his JD from the Southern Methodist Univ. School of Law in Dallas, Texas.

Mr. Torbett participated in the SMU Law School's criminal clinic program where he represented indigent clients referred by the public defender's office and had two jury trials in Dallas County Criminal Court. Immediately after law school, Mr. Torbett worked at Creative Artist's Agency, and two feature film production companies.

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DAVID PALETZ

KRAMER TRIAL LAWYERS

David is a trial lawyer practicing in the areas of plaintiff's medical malpractice, catastrophic personal injury, and wrongful death. David has second-chaired several trials and arbitrations, and has secured numerous six and seven figure verdicts and settlements for his clients. Considering the tragic nature of his cases, David is committed to zealously advocating for his while also being compassionate and empathetic.

Prior to becoming of-counsel to KTL, David attended Southwestern Law School, where he earned his Juris Doctorate in 2008. While at Southwestern, David gained experience as a judicial extern to the Honorable Roy Paul in the California Superior Court, Los Angeles County. David also served as commissioner of alumni relations for the Student Body Association. He also was appointed as Lt. Governor of the Southern Section of the American Bar Association. While attending classes at Southwestern, David also clerked at several prestigious personal injury and medical malpractice law firms.

After receiving his Juris Doctor. In 2008, David joined Gelfand and Gelfand, a prestigious boutique law firm specializing in medical malpractice and catastrophic personal injury litigation. David also served as a teaching assistant to Professor Gary Gelfand for a medical malpractice litigation seminar at Loyola Law School from 2011-2016.

David is currently licensed to practice in California state courts and federal district courts in the Central District of California, and is an active member of the Consumer Attorneys Association of Los Angeles and Beverly Hills Bar Association

When not at work, David enjoys working out, sports, traveling, and being with his wife and daughter.

Interested in speaking at a BHBA CLE? Don't be shy – our Sections are looking forward to hearing your ideas! Visit BHBA.org/speaking for more information.

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STACY MONAHAN TUCKER

MONAHAN TUCKER LAW

Stacy Monahan Tucker has been deeply involved in the insurance industry throughout her professional career. She worked as a management consultant for national insurers and later attended the University of Chicago Law School, where she began representing insurers in legal disputes.

Stacy spent the first decade of her career at the national law firms of Jones Day, and Quinn Emanuel in San Francisco. There she represented insurance companies in high-stakes insurance litigation, often involving plaintiffs who were high level executives, professionals and business owners whose disability and life insurance claims could potentially cost the insurer millions of dollars each. Over the years, she has accumulated a wealth of experience dealing with disability insurance, life insurance, and long term care at the most complex levels.

But she had never planned for that career path. Her plan in college was to work for the government to help develop a national healthcare system. When the push for national healthcare stalled as she was graduating from college, she pivoted, intending to learn more about how to reform the existing insurance system.

She put herself through undergraduate and law school as the first member of her family to graduate college. She had her first job at age 11, delivering the Sunday paper out of the back of her mom's station wagon, and then working as a waitress at 14.

Since she started representing policyholders, Stacy has secured settlements totaling tens of millions of dollars for her clients. She is licensed to practice law in California, Oregon, Washington, Arizona, and Nevada and provides her services across the country.

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DANIEL KRAMER

KRAMER TRIAL LAWYERS

Daniel Kramer is a trial lawyer who specializes in representing families and individuals involved in catastrophic personal injury and wrongful death matters, as well as employment discrimination and retaliation lawsuits. Daniel has obtained numerous jury verdicts as lead counsel, all victories on behalf of his clients. Multiple verdicts have been featured in both The Daily Journal, Verdict Search, The Huffington Post, and Fox 11 News. Five verdicts were ranked as the top 50 verdicts in the state of California for 2016, 2017, 2018, and 2019 by TopVerdict.com.

Early in his career, Daniel tried one of the first cases in Los Angeles County history to embrace a controversial new law regarding the recoverability of health insurance payments in personal injury actions. In his first year with the firm, Daniel obtained a $3 million settlement on behalf of the family of a WWII veteran who was tragically killed when a truck owned by a large grocery store chain ran a red light and crushed their husband and father to death. In 2015, Daniel obtained a $1,237,500 settlement on the eve of trial on behalf of CalTrans worker who was severely injured in a freeway collision. In 2016, Daniel obtained a $1,420,000 settlement just before trial against a shopping center for failing to protect its customers when a vehicle jumped a curb severely injuring a mother and her two daughters. Also in 2016, Daniel obtained a $1,000,000 policy limits settlement on behalf of a family who lost their 87-year-old father and grandfather who fell down a poorly lit stairwell. In late 2016, Daniel obtained a $2,160,000 jury verdict against the City of Los Angeles in a slip and fall case. That verdict was selected as one of California’s Top 100 verdicts in 2016. In 2017, he obtained a $1,830,000 wrongful termination verdict and judgement on behalf of a minimum wage worker who was terminated because of his disability, where the jury awarded punitive damages.

Learn more about Daniel Kramer here: https://www.kramerlaw.com/team/dan-kramer/

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