



## 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 8, 2025, at 1:30 PM

**LOCATION:** Teleconference

Link: <https://alliantinsurance.zoom.us/j/95125796512?pwd=C6V9HBSSEdfRbevhQEdVwmwvRbWrip4.1>

Meeting ID: 951 2579 6512

Passcode: 818596

Dial: (669) 900-6833

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***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.***

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*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.*

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- MEMBER** • **City of Bakersfield**, 1600 Truxtun Ave., 4<sup>th</sup> Floor, Bakersfield, CA 93301
- LOCATIONS** • **City of Modesto**, 1010 10<sup>th</sup> Street, Modesto, CA 95354
- VIA TELE -** • **City of Mountain View**, 500 Castro St, Mountain View, CA 94041
- 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**

(A)

3-5

- 1 1. Approval of Minutes for the September 11, 2025, Claims Committee Meeting  
*The Committee will review these minutes and will take action to approve or give direction.*

#### **C. REPORTS**

##### **1. CLAIMS COMMITTEE'S REPORT**

6 1 & 3 a) 2025 ACCEL Claims Audit Draft (A)

*Members will be given a draft of the Claims Audit report that will be presented to the Board. Action may be taken to provide a recommendation to the Board or direction given.*

1 b) ACCEL's Policies and Procedures Review and Proposed Changes: (A)

*The Committee will review the Policies and Procedures. If the Committee proposes any changes, action will be taken to provide a recommendation to the Board to adopt or direction given.*

7-26

i. Claims Reporting and Handling

27-29

ii. Closed Session Confidentiality

30-41

1 c) Litigation Update (I)

*George Hills will provide the Committee a litigation update.*



3 d) **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
- iii. Supplemental Claims Audit Report

**RECONVENE - DISPOSITION OF CLOSED SESSION ITEMS**

**D. PUBLIC COMMENTS** (I)

4 *The public is invited at this point to address the Committee on issues of interest to them.*

**ADJOURNMENT**



**MINUTES OF THE  
ACCEL CLAIMS COMMITTEE MEETING  
Thursday, September 11<sup>th</sup>, 2025, at 10 AM**

**LOCATION:  
TELECONFERENCE**

Link: <https://alliantinsurance.zoom.us/j/91658958285?pwd=mVag0YGeuJGwM2Yn0iNXQ2KQxdrqWK.1>

**Meeting ID: 916 5895 8285**

**Passcode: 168632**

**Dial: (669) 900-6833**

**MEMBERS PRESENT:**

Jena Covey, City of Bakersfield  
Matthew Braley, City of Modesto  
Samhitha Cutshaw, City of Mountain View  
Ross Brandon, City of Santa Cruz

**MEMBERS ABSENT:**

Oles Gordeev, City of Santa Monica

**GUESTS AND CONSULTANTS:**

Ben Oram, George Hills Company  
Samantha Morgan, George Hills Company  
Conor Boughey, Alliant Insurance Services  
Lorissa Huey, Alliant Insurance Services

**A. CALL TO ORDER**

Jena Covey called the meeting to order at 10:01 AM.

**B. CONSENT CALENDAR**

A motion was made to approve the consent calendar.

**B1. Approval of Minutes for the August 5, 2025, Claims Committee Meeting**



**MOTION: Ross Brandon SECOND: Samhitha Cutshaw MOTION CARRIED**

	Jena Covey	Matthew Braley	Samhitha Cutshaw	Ross Brandon	Oles Gordeev
Aye	X	X	X	X	
Nay					
Abstain					

**C. REPORTS**

**C1. CLAIMS COMMITTEE’S REPORT**

**C1a. CLOSED SESSION – Pursuant to Gov’t Code 54956.95**

A motion was made to enter into Closed Session at 10:02 AM

**MOTION: Jena Covey SECOND: Matthew Braley MOTION CARRIED**

	Jena Covey	Matthew Braley	Samhitha Cutshaw	Ross Brandon	Oles Gordeev
Aye	X	X	X	X	
Nay					
Abstain					

A motion was made to come out of Closed Session at 11:32 AM.

**MOTION: Jena Covey SECOND: Samhitha Cutshaw MOTION CARRIED**

	Jena Covey	Matthew Braley	Samhitha Cutshaw	Ross Brandon	Oles Gordeev
Aye	X	X	X	X	
Nay					
Abstain					

Lorissa Huey reported out of closed session that direction was given to the Claims Administrators.



**D. PUBLIC COMMENTS**

There were no public comments.

**ADJOURNMENT**

Lorissa Huey adjourned the meeting at 11:34 AM.

DRAFT



**Item No. C.1.a**  
**Claims Committee**  
**December 8, 2025**

### 2025 ACCEL CLAIMS AUDIT DRAFT

**ISSUE:** Rob Powers, ACCEL’s Claim Auditor will walk through a draft of the 2025 Claims Audit. This audit will be reviewed by the Claims Committee (CC) at today’s meeting and then presented to the Board at the January 15 & 16, 2026 Board Meeting. Rob will be at the January Board Meeting.

**RECOMMENDATION:** Staff recommends the Committee review the draft Claims Audit and take action to make a recommendation to the Board at the January 15, 2026, Board Meeting to “Receive and File” the report or provide direction as appropriate.

#### Additional Consideration:

**In favor:** The Committee may vote to form a recommendation to the Board to “Receive and File” the attached “Draft” to complete this year’s audit cycle and allow the production of the “Final” Claims Audit. Once approved by the Board, the audit will be finalized and posted on the ACCEL Website.

**Against:** Upon Committee review, if any further questions, edits or comments may change the results of findings of the report, the Committee may vote to instruct the Auditor or Administrators to take further action prior to presenting it to the Board for acceptance.

**FISCAL IMPACT:** No financial impact is expected from the recommended action. The fee for FY 25/26 is \$57,958.

**BACKGROUND:** This is the eighth year that Rob Powers at R.E. Powers & Company, LLC will perform the Claims Audits. Rob’s contract was renewed in 2023 for three-years, for audit years 2024, 2025, and 2026. The 2017 and prior Claim Audits were conducted by Tim Farley from Farley Consulting Services.

**SEPARATE:** 2025 ACCEL Claims Audit Draft



Item No. C.1.b.i  
 Claims Committee  
 December 8, 2025

### ACCEL'S POLICIES AND PROCEDURES REVIEW AND PROPOSED CHANGES:

#### I. CLAIMS REPORTING AND HANDLING POLICY AND PROCEDURE

**ISSUE:** At the October 2025 Board Meeting, the Board requested the Claims Committee to review and revise the language in Section VII. Settlement Authority Process of ACCEL's Claims Reporting Policy and Procedure (P&P). The following are the redlined proposed changes -

#### 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 **or above**.
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 **will be 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 general level of approval to resolve the claim. The TPA may negotiate within the reserve amount, but subject to final settlement authority pursuant to paragraph 4 below.**
4. If an opportunity to resolve a claim arises, and the amount is **at or** less than the approved reserve, ACCEL authorizes the following levels of **final settlement** authority. **If the claim involves the Chair's own city, the President will have authority to approve.**
- 5: **Following exhaustion of the member's SIR:**
  - a. \$1,000,000 to \$2,000,000 - Claims Committee Chair or the **OPTION 1: President if the claim involves the Chair's own city. OPTION 2: Claims Committee if the claim involves the Chair's own city.**
  - b. \$2,000,000 to \$5,000,000 - Claims Committee
  - c. \$5,000,000 to Authority's Retained Limit **or above** - ACCEL Board
6. If a claim resolution exceeds the Board's approved reserve, **including when there is no reserve set**, the claim must be brought **back** to the Board for **further** discussion and potential action.
7. **Where the Board has set a reserve amount, the Board may delegate authority to settle a claim where it determines that the circumstances of a claim warrant delegation of such authority to effect timely and efficient resolution of the claim.**
8. 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.
9. Claims payments will be processed in accordance with ACCEL's Accounting Guide.

# ACCEL

## Authority for California Cities Excess Liability

c/o Alliant Insurance Services, Inc.  
Corporation Insurance License No. 0C36861  
560 Mission Street, 6th Floor, San Francisco, CA 94105



**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.

**RECOMMENDATION:** It is recommended that the Committee review the proposed changes, and take action to make a recommendation to the Board or provide 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 2025, the Board approved proposed changes to the ACCEL Claims Reporting and Handling P&P that were brought up by the Ad Hoc Committee.

A summary of the changes are to (refer to actual policy to see full details of the language):

1. Section III. Role of the Claims Administrators in the P&P
  - a. Breaking out into 4 tiers how often claims are updated:
    - i. Total Incurred of \$1,000,000 or greater with a frequency of quarterly
    - ii. Total Incurred of \$500,000 up to \$999,999.99 with a frequency of 6 months
    - iii. Total Incurred of \$50,000 up to \$499,999.99 with a frequency of 9 months
    - iv. Total Incurred of less than \$50,000 – monitor only
2. Section IV. Reporting Requirements for Member Agencies in the P&P
  - a. Members are required to provide written status reports every 90 days or where significant developments occurs, including financial details and legal costs. Also, to submit photos, reports, transcripts, legal motions to the Claims Administrator and excess carrier to review within 90 days of receipt.
  - b. ACCEL's Litigation Manager to provide loss runs biannually (9/30 and 3/31 valuation dates), with Members required to respond within 30 days to reclassify claims if needed.

# ACCEL

## Authority for California Cities Excess Liability

c/o Alliant Insurance Services, Inc.  
Corporation Insurance License No. 0C36861  
560 Mission Street, 6th Floor, San Francisco, CA 94105



At the May 25, 2022 Claims Committee Meeting, Ben Oram, ACCEL's Litigation Manager proposed changes to the Committee by adding a new section to the Claims Reporting and Handling P&P about the Settlement Authority Process. The intent of this new language is to clarify ACCEL's process regarding Settlement Authority. The Claims Committee agreed there needs to be language that outlines the steps of ACCEL's current process to settle a claim.

The Committee requested Ben to bring back the language at the October 4, 2022 Committee Meeting and took action to make a recommendation to the Board to adopt the proposed changes at the October 2022 Board Meeting, outlining the current claims settlement authority process. The Board did not adopt but asked the Committee to add more language and it bring it back for review and potential adoption.

In December 2022, The Claims Committee made a motion to recommend to the Board to adopt the proposed changes to the Section VII, Settlement Authority Process with a three-tiered authority level with stated dollar amounts between the Claims Committee Chair, Claims Committee, and the Board. There will be no settlement authority given unless there is an approved ACCEL Reserve.

In January 2023 at the Board Meeting a motion was made to accept the proposed changes to Section VII, Settlement Authority Process.

**ATTACHMENT:** Claims Reporting and Handling P&P

# ADMINISTRATIVE POLICY AND PROCEDURE

## SUBJECT: CLAIM REPORTING AND HANDLING

DATE: May 1, 1987

AMENDED DATE: January 23, 2025

REVIEWED DATE: ~~October 3, 2024~~ December 8, 2025

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- VIII. Claims Reimbursement Requests
- IX. Claims Audits
- X. Attachments

#### 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.

The Claims Administrator will classify each reported matter based upon the facts of the loss and the total incurred (outstanding reserves plus amount paid to date) reported by the Member Agency at the time of initial reporting and will utilize all available information provided to ACCEL for that purpose. The Claims Administrator will assign each matter to one of the four classifications set forth below and will thereafter adjust the classification as new information becomes available.

The intent of this tiered structure is to prioritize and balance the handling of the matters with the greatest exposure and/or significance to ACCEL. Member Agencies are encouraged to communicate with ACCEL and its Claims Administrator early and often. Where any Member Agency obtains information of importance, they are encouraged to communicate that information as soon as reasonably practicable.

Where a Member Agency obtains information indicating a claim's facts or Total Incurred requires a Tier adjustment, the Member Agency will report such information to the Claims Administrator. The Claims Administrator will evaluate the material and determine whether a classification change is warranted and will thereafter provide an update to the Claims Committee at the next regularly scheduled Claims Committee or Board of Directors meeting, whichever occurs first.

If a change in classification is made to any matter, the Claims Administrator will adjust its review and update schedule accordingly.

**Tier 1: Matters with Member Agency total incurred of \$1,000,000.00 or greater**

These matters are anticipated to have exposure within the coverage established by an ACCEL Memorandum of Coverage:

- All Tier 1 matters will be updated on a **quarterly basis** for inclusion in a litigation report to the Claims Committee.
- All matters that require funding via ACCEL will be discussed with the Claims Committee and a recommendation on ACCEL reserves provided.
- Each matter with an ACCEL reserve must be reported to the Board of Directors for review and approval consistent with Section VII below.
- The reserve approval and settlement authority processes may take place contemporaneously.
- The Claims Administrator is required to provide a comprehensive report to the Board of Directors for which a reserve is recommended. The report will cover all relevant details, facts, legal claims, defenses, civil procedure, trial settlement conference dates, and analysis of the potential exposure, member reserves, a recommendation on the amount for which approval is requested.
- The Claims Administrator will provide all required or requested updates to all relevant excess carriers.

**Tier 2: Matters with Member Agency total incurred of \$500,000.00 up to \$999,999.99**

These matters are anticipated to have higher value but **not expected** to have exposure within the coverage established by an ACCEL Memorandum of Coverage:

- All Tier 2 matters will be reviewed and updated every **six (6) months** unless and until a Member Agency reports a change in circumstances which warrants a change in classification.
- The Claims Administrator will provide all required or requested updates to all relevant excess carriers.

### **Tier 3: Matters with Member Agency total incurred of \$50,000.00 up to \$499,999.99**

These matters are those for which the anticipated value is moderate or low, but which may have been reported to ACCEL out of an abundance of caution or because the reporting requirements for ACCEL and/or any excess carrier required reporting “without regard to liability.”

- All Tier 3 matters will be reviewed every **nine (9) months** unless and until a Member Agency reports a change in circumstances which warrants a change in classification.
- The Claims Administrator will provide all required or requested updates to all relevant excess carriers.

### **Tier 4: Matters with Member Agency total incurred of less than \$50,000.00**

These matters are those for which the **anticipated value is considered to very low**, but which may have been reported to ACCEL out of an abundance of caution or because the reporting requirements for ACCEL and/or any excess carrier required reporting “without regard to liability.”

- All Tier 4 matters will be considered “**monitor only.**” A claim will be set-up by the Claims Administrator and the matter initially reviewed by a Sr. Claims Adjuster.
- All matters will be reported to excess carriers where required.
- The Claims Administrator will assign these matters to a Litigation Support Specialist that will advance all updates received from a Member Agency to the relevant excess carriers and maintain the Claims Administrator’s file.
- The Litigation Support Specialist will periodically follow-up with the Member Agencies to determine if any change in circumstances has occurred and will communicate with the excess carriers as necessary.
- The Litigation Support Specialist will keep the Sr. Claims Adjuster apprised of all significant developments in these matters.

## **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. Class action suits.
    - ii. Law enforcement actions alleging excess use of force or wrongful conviction.
    - iii. Claims involving allegations of harassment, including but not limited to sexual, employment-based or third-party.
    - iv. Sexual misconduct or molestation – including allegations of assault, misconduct, rape and related offenses.
    - v. Fatalities.
    - vi. Spinal cord injuries resulting in any degree of paraplegia or quadriplegia.
    - vii. Nerve damage injuries resulting in paralysis or loss of sensation.
    - viii. Brain damage claims including; but not limited to, closed head injuries, permanent disorientation, behavior disorder, personality change, seizure, motor deficit or other cognitive disorders.
    - ix. Burns – Third degree burns involving 10% of the body, or second degree burns involving 30% of the body.

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

- x. Amputation – complete or partial.
  - xi. Impairment of vision or hearing – 50% or greater.
  - xii. Multiple injuries arising out of one occurrence, including but not limited to; massive internal injuries or multiple fractures involving more than one claimant.
  - xiii. Severe disfigurement.
  - xiv. Long term hospitalization (30 days or more).
  - xv. 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.
  - xvi. Any claim with an assigned trial date in the next 60 days that has not been otherwise reported.
- c. Lawsuits or writs involving employment practices liability.
  - d. 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, the operative complaint and answer, etc.), all current financial information including the amount paid to date in legal fees and cost, the members current reserve amounts and an estimate of any anticipated Ultimate Net Loss based on the information then available.

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  
[Ben.Oram@georgehills.com](mailto:Ben.Oram@georgehills.com)  
(916) 269-4108

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.

4. Member Agencies shall provide written status reports every ninety days thereafter or when a significant development occurs that could change the value of a claim or lawsuit, whichever occurs first. Status reports should include all current financial information including the amount paid to date in legal fees and cost, the members current reserve amounts and an estimate of any anticipated Ultimate Net Loss based on the information then available. Further, Member Agencies will ensure that status reports are complete and contain sufficient information for the Claims Administrator to properly evaluate the claim or 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.
5. Member Agencies shall provide photos, video, diagrams, reports, estimates, statements, deposition transcript and/or summaries, motions for summary judgment, adjudication, dismissal, and/or demurrers, as well as any appellate briefs, orders/rulings/judgments, for inclusion in the file maintained by the Claims Administrator and for transmission to all relevant excess carriers, all within ninety (90) days of receipt of the listed materials.

Member Agencies may provide verbal updates to ACCEL and/or its excess carriers as long as such reports are acceptable to both ACCEL and the excess carriers. Where ACCEL or any excess carrier requests a written report, the Member Agency shall provide a written report to satisfy the duty to cooperate with the excess carriers and therefore to ensure that coverage remains intact.

6. ACCEL's Litigation Manager will provide Members with a loss runs to review at least twice a year. The valuation dates will be 9/30 and 3/31. The Claims Administrators will send the loss runs within seven (7) days after the valuation date to the Members. Members are to notify the Claims Administrators if any of the claims should be reclassified into a different tier within thirty (30) days.

## **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.

Upon review of claim details, if coverage is not clear and the Claims Administrator cannot make a coverage determination, the Claims Administrator will present the claim to the Claims Committee for review and potential approval of a coverage opinion. Further, if time is of the essence, a Member disputes ACCEL's coverage, the Claims Committee or Claims Committee Chair may authorize a coverage opinion. When a coverage opinion is solicited by ACCEL, ACCEL's Claims Committee will review the opinion and may authorize sharing with the affected Member. Coverage opinions will not be shared with the Member without the prior approval from the Claims Committee or Claims Committee Chair.

## **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, 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 or the Claims Committee in an event there is a conflict situation.
  - 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.

To process claims reimbursement requests the following will occur:

- 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 reimbursement has been approved for an occurrence that remains open, any additional reimbursements for defense costs and fees will be processed when bills exceed \$250,000.
- 5) If a Member requests an advancement on a reimbursement to prefund a large payment, the Claims Committee Chair has the authority to approve the prefunding request. If the claim involves the Chair's own city, the President will have authority to approve. The prefunding request must be in writing from the Member's Finance Director or Risk Manager.
- 6) If special circumstances arise, which require exceptions or interpretation, the Program Administrators will agendaize 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.



**Item No. C.1.b.ii  
Claims Committee  
December 8, 2025**

## **ACCEL'S POLICIES AND PROCEDURES REVIEW AND PROPOSED CHANGES:**

### **II. CLOSED SESSION CONFIDENTIALITY POLICY AND PROCEDURE**

**ISSUE:** In 2018, the Claims Committee agreed that the Closed Session Confidentiality Policy and Procedure (P&P) should be reviewed every even numbered year by the January Board Meeting. It is now time to review.

The last time the P&P was reviewed was at the January 8, 2024, Committee Meeting and there were no changes.

The purpose of today's review is to be sure all Committee members are aware of this policy, provide feedback and apply this policy to the following agenda items.

**RECOMMENDATION:** It is recommended that the Committee review and propose changes, if any, and take action to make a recommend to the Board or provide direction.

#### **Additional Consideration**

**In favor:** If the Committee is recommending proposed changes, the Program Administrators will provide a redlined version of the P&P for the Board's consideration at the upcoming Board Meeting.

**Against:** If the Committee is not recommending any proposed changes, the reviewed date will be marked as today's meeting date. The biennial review will be complete.

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

**BACKGROUND:** In 2015, the Claims Committee make a recommendation to the Board to amend the Closed Session Confidentiality P&P. The recommendation was to add Step 2; that required the Claims Committee Chair to consult with the Program Administrators and Board President prior to engaging an attorney for coverage analysis services. The rest of the changes represent simple edits to make the document easier to read. The Board approved the changes at the April 2015 Board Meeting.

In 2022, the Executive Committee requested the Program Administrators to check all of ACCEL's P&Ps and other documents if it states "himself/herself" and "he/she" and to make an administrative changes for diversity inclusion. The Closed Session Confidentiality P&P was updated.

**ATTACHMENT:** Closed Session Confidentiality Policy and Procedure

## **ADMINISTRATIVE POLICY AND PROCEDURE**

### **SUBJECT: CLOSED SESSION CONFIDENTIALITY**

**DATE: June 23, 1994**

**AMENDED DATE: April 17, 2015**

**REVIEWED DATE: ~~January 8, 2024~~ December 8, 2025**

#### **POLICY:**

The Authority for California Cities Excess Liability (hereinafter referred to as “Authority”) must have the ability to excuse any Member Agencies from confidential discussions when a conflict of interest exists. Therefore, whenever the Authority is called upon to consider protected confidential information in connection with a Member Agency’s claim in which the interests of the Member Agency and Authority are potentially in conflict, the Authority shall preserve its right to confidentiality by excluding the Member Agency from all closed session discussions of the matter.

#### **PROCEDURES:**

1. Upon receipt of a claim wherein the Authority’s Claims Administrator determines a possible conflict of interest exists between any Member Agencies and the Authority, the Claims Administrator shall notify the Chair of the Claims Committee and the Board President about the potential conflict. If the conflict involves either the Claims Committee Chair or the Board President, the Program Administrator shall be notified. The report from the Claims Administrator shall summarize the investigation findings, and request the claim be referred to outside Legal Counsel for a coverage opinion, pending the approval of two notified parties. If one of the notified Parties has a conflict, they are not able to give approval.
2. The Claims Committee Chair, or the Board President, who receives the report about the potential conflict shall consult with the highest ranking Board Officer and Program Administrators about the request to determine if the facts support the need to forward the claim to the Authority’s Legal Counsel. Additionally, the Claims Committee Chair or the Board President shall schedule a Claims Committee meeting to discuss the matter.
3. The Claims Committee Chair or the Board President shall subsequently review the claim with Legal Counsel and assist them with preparing a report and recommendation for consideration by the Claims Committee. The report will outline the legal basis for asserting a conflict of interest exists, how the conflict could compromise the Authority’s legal position, and recommend a course of action to minimize the exposure to the Authority.
4. The Claims Committee shall review the information presented by the Claims Administrator and the Authority’s Legal Counsel to determine if a conflict does or does not exist. The Claims Committee shall report to the affected Member Agency and the Board of Directors its decision about the existence of a conflict. If the Claims Committee concludes that a conflict

of interest does exist, then the affected Member Agency shall be excluded from all closed session discussions (i.e., all Committee meetings and Board of Director meetings) of the matter until it is resolved.

5. The Chair of the Claims Committee will report to the Board of Directors the outcome of the Claims Committee's action on the matter as soon as possible.
6. The Member Agency affected by the action of the Claims Committee may appeal the findings of the Claims Committee to the Board of Directors. The determination of the Board of Directors shall be final.



**Item No. C.1.c**  
**Claims Committee**  
**December 8, 2025**

## LITIGATION UPDATE

**ISSUE:** At today's meeting, Ben Oram, ACCEL Litigation Manager will provide another update because the Committee requested these to be provided quarterly.

**RECOMMENDATION:** This is an information item; no action is necessary.

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

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

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

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

**ATTACHMENT:** Litigation Update from George Hills

## **Summary**

1. *Gilliland v. City of Pleasanton: Police pursuit - Vehicle Code Immunity*
2. *Jones v. City of North Las Vegas: Police foot pursuit Qualified Immunity*
3. *Pena v. City of Los Angeles: Police pursuit – damage to property*
4. *Doe v. County of Orange: Public disclosure of private records - liability*
5. *Garcia v. County of Alameda: First Amendment, Free Speech – reporter observing crime*
6. *Levy v. City and County of San Francisco: Employment – Meal and rest breaks*
7. *Berkeley People's Alliance v. City of Berkeley: Brown Act – cannot move meeting w/o notice*
8. *County of Los Angeles v. Quinn Emanuel Urquhart & Sullivan, LLP: Attorney fees denied*
9. *Carroll v. City & County of S.F.: Age discrimination re pension calculations*
10. *O.B. v. L.A. Unified School Dist.: AB218 – not unconstitutional gift of funds*
11. *Doe R.L. v. Merced City School District: AB218 – not unconstitutional gift of funds*
12. *Bean v. City of Thousand Oaks: Civil procedure – standing to oppose MSJ*

## **Cases and Analysis**

### **POLICE PURSUIT – VEHICLE CODE IMMUNITY**

#### **Gilliland v. City of Pleasanton**

Docket: A170666(First Appellate District)

Opinion Date: November 19, 2025

Judge: James M. Humes

Areas of Law: Government & Administrative Law, Personal Injury

#### **Summary Rules:**

The appellate court held that “pursuit” must be defined by the public entities policy, and not by the ordinary definition of the word.

#### **Facts:**

An 18-year-old driver, Elijah Henry, collided with Melanie Gilliland’s vehicle after running a red light, causing her severe injuries. At the time of the accident, Henry was being followed by Officer Matthew Harvey of the City of Pleasanton Police Department. Officer Harvey had entered a parking lot to investigate possible vehicle break-ins and, upon seeing Henry’s car leave the lot, made a U-turn to follow it. Henry, who had smoked marijuana earlier, accelerated away, fearing police interaction but denying any belief that he was being pursued for arrest. Officer Harvey did not activate his lights or siren and testified that he did not initiate a pursuit under the City’s vehicular pursuit policy.

Gilliland sued both Henry and the City for negligence. The City asserted immunity under California Vehicle Code section 17004.7, which protects public entities from liability for damages caused by fleeing suspects if the entity has a compliant vehicular pursuit policy and provides regular training. The Alameda County Superior Court initially denied the City's motion for summary judgment, finding that neither an actual nor perceived pursuit occurred under the City's policy definition. However, after a bench trial before a different judge, the court found the City immune, interpreting "pursued" in the statute according to its ordinary meaning rather than the policy's definition, and concluded Henry believed he was being pursued.

**Holding and Analysis:**

The California Court of Appeal, First Appellate District, Division One, reviewed the case and held that the definition of "pursuit" in the public entity's vehicular pursuit policy governs both actual and perceived pursuits under section 17004.7. The court found the trial court erred by applying the ordinary meaning of "pursued" and reversed the judgment, remanding for further proceedings using the correct legal standard. The main holding is that statutory immunity under section 17004.7 depends on the policy's definition of pursuit, not the word's general meaning.

**POLICE PURSUIT – QUALIFIED IMMUNITY**

**Jones v. City of North Las Vegas**

Docket: 24-3374

Opinion Date: September 8, 2025

Judge: Sal Mendoza Jr.

Areas of Law: Civil Rights, Constitutional Law

**Summary Rules:**

Hot Pursuit exception to warrant requirement eliminated when officers wait 18 minutes for back-up. However, use of force to kill two dogs is subject to separate Qualified Immunity analysis and therefore MSJ

**Facts:**

Two police officers responded to a domestic battery call at a residential home. While one officer spoke with a woman at the door, the other saw a person flee over a backyard wall into a neighboring yard. Instead of immediately pursuing, the officer returned to his car, called for backup, and drove to establish a perimeter. Eighteen minutes later, a K-9 unit arrived and began searching within the perimeter. The K-9 alerted toward the plaintiffs' backyard, which was locked and posted with a "Beware of Dog" sign. Without a warrant or consent, officers entered the backyard. The plaintiffs' three dogs were roused, and two of them attacked the police K-9. One officer shot and killed the two dogs. The suspect was never found.

The United States District Court for the District of Nevada granted summary judgment to the officers and the City of North Las Vegas, finding the officers' entry justified under the "hot pursuit" exception to the warrant requirement and the use of force against the dogs reasonable. The court also granted summary judgment to the City on the plaintiffs' Monell claims, and declined to exercise supplemental jurisdiction over the state law claim after dismissing the federal claims.

**Holding and Analysis:**

The United States Court of Appeals for the Ninth Circuit reviewed the case. It held that the “hot pursuit” exception did not apply because the officers lost track of the suspect for eighteen minutes, breaking the continuity required for exigent circumstances. Therefore, the officers were not entitled to qualified immunity for the warrantless search. However, the court affirmed qualified immunity for the officer’s use of force against the dogs, finding no clearly established law prohibiting his actions in the spontaneous circumstances. The court also affirmed summary judgment for the City on the Monell claims, finding insufficient evidence of a policy or deliberate indifference. The case was remanded for further proceedings. The disposition was affirmed in part, reversed in part, and remanded.

**POLICE PURSUIT – DAMAGE TO PRIVATE PROPERTY****Pena v. City of Los Angeles**

Docket: 24-2422

Opinion Date: November 4, 2025

Judge: Mark J. Bennett

Areas of Law: Civil Rights, Constitutional Law, Government & Administrative Law

**Summary Rules:**

Police destruction of private property to apprehend suspect is necessary for public safety and therefore is exempt from the Takings Clause of the Fifth Amendment.

**Facts:**

An armed fugitive fleeing law enforcement entered a print shop owned by the plaintiff, forcibly removed him, and barricaded himself inside. After a thirteen-hour standoff, Los Angeles Police Department SWAT officers used dozens of tear gas canisters to subdue the fugitive, causing significant damage to the shop and its contents. The parties agreed that the officers’ actions were authorized, reasonable, and lawful. The plaintiff alleged that the damages, which exceeded \$60,000, were caused exclusively by the police.

The plaintiff initially sought compensation from the United States Marshals Service, which denied the claim and referred him to the City of Los Angeles. After the City did not respond to his claims or his attorney’s letter, the plaintiff filed a federal lawsuit under 42 U.S.C. § 1983, asserting a violation of the Fifth Amendment’s Takings Clause. The City moved for judgment on the pleadings, arguing that the Takings Clause does not require compensation for property destroyed by police acting reasonably in an emergency. The United States District Court for the Central District of California denied the City’s initial motion but later granted summary judgment for the City, finding that the destruction was a valid exercise of police power and not a compensable taking.

**Analysis and Holding:**

The United States Court of Appeals for the Ninth Circuit reviewed the case de novo. The court held that the government’s destruction of private property, when necessary and reasonable for public safety, is exempt from the Takings Clause. The court relied on historical understanding and longstanding precedent, concluding that such actions fall outside the scope of the Takings Clause.

Accordingly, the Ninth Circuit affirmed the district court's judgment, holding that the plaintiff failed to state a claim for a compensable taking under the Fifth Amendment.

## PUBLIC DISCLOSURE OF PRIVATE RECORDS

### **Doe v. County of Orange**

Docket: G064562(Fourth Appellate District)

Opinion Date: September 2, 2025

Judge: Maurice Sanchez

Areas of Law: Government & Administrative Law, Health Law, Trusts & Estates

### **Summary Rules:**

Disclosure of confidential records to an individual known to be unauthorized to receive the records creates liability regardless of intent to harm.

### **Facts:**

In 2018, the plaintiff was placed on an involuntary 72-hour psychiatric hold, resulting in the creation of a confidential record by the Orange County Sheriff's Department. In 2021, during a legal dispute over their father's estate, the plaintiff discovered that his sister's attorney had obtained this confidential record and used it to threaten him in an attempt to force dismissal of his elder abuse lawsuit against his sister. The record had been released by an office specialist at the Sheriff's Department, who admitted knowing the sister was not entitled to the record but disclosed it anyway, believing she was concerned for the plaintiff's well-being.

A jury in the Superior Court of Orange County found that the office specialist willfully and knowingly disclosed the confidential record, awarding the plaintiff \$29,000 in economic damages and \$40,000 in noneconomic damages. The jury also found the plaintiff's sister and her attorney responsible for 25 percent of the damages. However, the trial court granted a motion for partial judgment notwithstanding the verdict, concluding there was insufficient evidence of willfulness, declined to treble the damages, and apportioned both economic and noneconomic damages, entering judgment for 75 percent of the total damages against the office specialist and the County.

### **Holding and Analysis:**

The California Court of Appeal, Fourth Appellate District, Division Three, reversed the trial court's order. The appellate court held that "willfully and knowingly" under Welfare and Institutions Code section 5330 means intentionally releasing confidential records to someone known to be unauthorized, regardless of intent to harm. The court found substantial evidence supported the jury's finding of willfulness, requiring trebling of damages. The court also held that while noneconomic damages could be apportioned to other tortfeasors, economic damages could not. The case was remanded with instructions to enter judgment for \$177,000 against the County and the office specialist, jointly and severally.

## FIRST AMENDMENT – SPECTATING CRIMINAL CONDUCT AS SPEECH

### **Garcia v. County of Alameda**

Docket: 24-6814

Opinion Date: September 4, 2025

Judge: Holly Thomas

Areas of Law: Constitutional Law

#### **Summary Rules:**

County ordinance criminalizing spectating an illegal “sideshow” violates the First Amendment and is subject to a preliminary injunction.

#### **Facts:**

A reporter who regularly covered sideshows—events involving drivers performing stunts in public intersections—sought to continue his on-site reporting, which included observing and recording these events within 200 feet of their occurrence. After the County of Alameda enacted an ordinance making it a misdemeanor to knowingly spectate a sideshow from within 200 feet, the reporter canceled his plans out of fear of prosecution, alleging that the ordinance impeded his ability to gather news and inform the public.

The United States District Court for the Northern District of California denied the reporter’s motion for a preliminary injunction. The district court found that, while the reporter had standing, the First Amendment did not protect his newsgathering and reporting activities in this context. The court reasoned that the ordinance did not specifically prohibit recording and that being present to observe a sideshow was not inherently expressive conduct. Alternatively, the district court concluded that the ordinance was content neutral and survived intermediate scrutiny.

#### **Holding and Analysis:**

The United States Court of Appeals for the Ninth Circuit reviewed the case and reversed the district court’s denial of a preliminary injunction. The Ninth Circuit held that the reporter’s newsgathering and reporting activities, including observation and recording, are protected by the First Amendment. The court determined that the ordinance is content based because it targets only spectating sideshows and thus must satisfy strict scrutiny. The court found that the ordinance fails strict scrutiny, as less restrictive alternatives exist to address public safety concerns, and the ordinance is underinclusive. The Ninth Circuit concluded that the reporter demonstrated a likelihood of success on the merits, irreparable harm, and that the balance of equities and public interest favored an injunction. The court remanded with instructions to enter a preliminary injunction in favor of the reporter.

## EMPLOYMENT LAW – MEAL AND REST BREAKS DO NOT APPLY TO CHARTER CITIES

### **Levy v. City and County of San Francisco**

Docket: A172068(First Appellate District)

Opinion Date: September 30, 2025

Judge: C. Don Clay

Areas of Law: Class Action, Labor & Employment Law

**Summary Rules:**

Meal and rest break provisions of the Labor Code do not apply to Charter Cities.

**Facts:**

A group of nurses directly employed by the City and County of San Francisco, represented by their union, brought a class action alleging that the City failed to comply with Labor Code section 512.1, which requires public sector healthcare employers to provide meal and rest breaks and pay premiums for missed breaks. The nurses claimed that since the law's effective date, the City had not provided the required breaks or compensation. The City and the union had previously negotiated a memorandum of understanding (MOU) that set out meal and rest break provisions and remedies for missed breaks, but the nurses argued these did not satisfy the new statutory requirements.

The Superior Court of California, City and County of San Francisco, sustained the City's demurrer, agreeing with the City's argument that section 512.1 did not clearly apply to charter cities like San Francisco. The court did not address the City's alternative constitutional argument regarding home rule authority. The nurses appealed this decision.

**Holding and Analysis:**

The California Court of Appeal, First Appellate District, Division Four, reviewed the case. The court held that the statutory language defining "employer" in section 512.1 was ambiguous as to whether it included charter cities and counties such as San Francisco. The court found that neither the statutory text, legislative history, nor legislative findings demonstrated a clear intent by the Legislature to override charter city home rule authority or to apply section 512.1 to charter cities. The court also noted that when the Legislature intends to regulate charter cities, it does so explicitly, which was not the case here. Accordingly, the Court of Appeal affirmed the trial court's judgment, holding that section 512.1 does not apply to the City and County of San Francisco.

## BROWN ACT VIOLATIONS

**Berkeley People's Alliance v. City of Berkeley**

Docket: A172245(First Appellate District)

Opinion Date: September 30, 2025

Judge: Tracie L. Brown

Areas of Law: Government & Administrative Law

**Summary Rules:**

City violated the Brown Act by recessing meeting following disruption and moving to a smaller room that would not accommodate the disruptors. City was not required to first attempt removal of the persons but the statute did not authorize relocation of the meeting.

**Facts:**

Plaintiffs alleged that the City of Berkeley violated the Ralph M. Brown Act during three city council meetings in late 2023 and early 2024. At each meeting, disruptions from attendees made it

impossible for the council to conduct business. The mayor determined that order could not be restored by removing disruptive individuals but did not order the meeting room cleared. Instead, the meetings were recessed and reconvened in a different, smaller room, which could not accommodate all nondisruptive members of the public. The press was allowed to attend in person, and the public could participate by video, but the council did not return to the original meeting room or attempt to remove only the disruptive individuals.

The Alameda County Superior Court sustained the defendants' demurrer without leave to amend, finding that section 54957.9 of the Brown Act did not require the city council to first attempt to remove disruptive individuals before determining that order could not be restored. The court also concluded that the city council complied with the statute by recessing and reconvening the meetings in a different room with the press present. The action was dismissed with prejudice, and plaintiffs appealed.

**Analysis and Holding:**

The California Court of Appeal, First Appellate District, Division Four, reviewed the case de novo. The court held that section 54957.9 requires a legislative body to order the meeting room cleared and continue in session in the same room, not to recess and reconvene in a different location. The statute does not authorize relocating the meeting as a response to disruption. Because plaintiffs' complaint alleged that the city council did not clear the meeting room but instead moved the meeting, the court found that a claim for relief was properly stated. The judgment was reversed.

**ATTORNEY FEES DENIED**

**County of Los Angeles v. Quinn Emanuel Urquhart & Sullivan, LLP**

Docket: B331562(Second Appellate District)

Opinion Date: October 23, 2025

Areas of Law: Arbitration & Mediation, Civil Procedure, Contracts, Government & Administrative Law

**Summary Rules:**

Law Firm could not recovery \$1.7M in fees incurred to defend the Sheriff because the Sheriff had no authority to bind the County to the retainer agreement he signed.

**Facts:**

A law firm sought to recover over \$1.7 million in fees and costs for representing the Los Angeles County Sheriff, Alex Villanueva, and the Sheriff's Department in litigation initiated by the County of Los Angeles. Due to a conflict of interest, the County's Board of Supervisors offered Villanueva independent counsel, allowing him to select his attorney but reserving discretion over compensation. Villanueva chose the law firm, which entered into an engagement agreement with him. The County, however, sent its own retainer agreement to the firm, which the firm refused to sign. The firm continued its representation but was never paid. After the firm demanded arbitration under its engagement agreement, the County and related plaintiffs filed suit seeking a declaration that no valid agreement to arbitrate existed and an injunction against the arbitration.

The Superior Court of Los Angeles County granted a preliminary injunction, then summary judgment for the County plaintiffs, finding the Sheriff lacked authority to enter into the engagement

agreement. The court denied the law firm's post-judgment motion for leave to file a cross-complaint, citing both untimeliness and bad faith. The firm then filed a separate lawsuit against the County and related defendants, asserting breach of contract and related claims. The trial court sustained the County's demurrer, dismissing the complaint with prejudice on grounds that the claims were compulsory cross-claims in the earlier action and for failure to allege compliance with the Government Claims Act.

**Analysis and Holding:**

The California Court of Appeal, Second Appellate District, Division Eight, affirmed both the judgment in the County's action and the dismissal of the law firm's separate lawsuit. The court held that the Sheriff did not have authority to retain counsel on his own; only the Board of Supervisors could contract for legal services. The law firm's claims were barred as compulsory cross-claims and for failure to comply with the Government Claims Act.

## AGE DISCRIMINATION

**Carroll v. City & County of S.F.**

Docket: A169408(First Appellate District)

Opinion Date: November 12, 2025

Judge: Tracie L. Brown

Areas of Law: Class Action, Labor & Employment Law, Public Benefits

**Summary Rules:**

Pension requirements which differ for persons over 40 does not constitute discrimination where the requirements for motivated by pension status and years of service, not age.

**Facts:**

Several employees of the City and County of San Francisco who joined the city's retirement system at age 40 or older and later retired due to disability challenged the method used to calculate their disability retirement benefits. The city's retirement system uses two formulas: Formula 1, which provides a higher benefit if certain thresholds are met, and Formula 2, which imputes service years until age 60 but caps the benefit at a percentage of final compensation. Plaintiffs argued that Formula 2 discriminates against employees who enter the system at age 40 or above, in violation of the California Fair Employment and Housing Act (FEHA).

Initially, the San Francisco City and County Superior Court sustained the city's demurrer, finding the plaintiffs had not timely filed an administrative charge. The California Court of Appeal reversed that decision, allowing the case to proceed. After class certification and cross-motions for summary judgment, the trial court found triable issues and held a bench trial. At trial, plaintiffs presented expert testimony based on hypothetical calculations, while the city's expert criticized the lack of actual data analysis and highlighted factors such as breaks in service and purchased credits.

**Holding and Analysis:**

The California Court of Appeal, First Appellate District, Division Four, reviewed the trial court's post-trial decision. The appellate court affirmed the trial court's judgment, holding that the plaintiffs failed

to prove intentional age discrimination or disparate impact under FEHA. The court found substantial evidence that Formula 2 was motivated by pension status and credited years of service, not age. The plaintiffs' evidence was insufficient because it relied on hypotheticals rather than actual data showing a disproportionate adverse effect on the protected group. The appellate court also affirmed the denial of leave to amend the complaint, finding no reversible error. The judgment in favor of the city was affirmed.

## **AB218 – NO UNCONSTITUTIONAL GIFT OF FUNDS**

### **O.B. v. L.A. Unified School Dist.**

Docket: B339555(Second Appellate District)

Opinion Date: August 27, 2025

Judge: Michelle C. Kim

Areas of Law: Civil Procedure, Constitutional Law, Education Law, Personal Injury

### **Summary Rules:**

AB218 does not amount to a constitutional gift of public funds because it did not create new liability but rather removed a procedural barrier to enforcing a preexisting liability.

### **Facts:**

In 2021, a plaintiff filed a complaint against a public school district, alleging that she was repeatedly sexually assaulted by a teacher while attending middle and high school. The complaint asserted that the teacher's abusive conduct was widely known within the school and that the district either knew or should have known about the abuse but failed to act, allowing the teacher to remain employed. The plaintiff brought claims for negligence and negligent hiring, retention, and supervision, relying on statutory provisions that exempt certain childhood sexual assault claims from the usual requirement to present a claim to the public entity before filing suit.

The Superior Court of Los Angeles County reviewed the case after the school district moved for judgment on the pleadings. The district argued that the plaintiff's claims were only possible due to Assembly Bill 218 (AB 218), which retroactively eliminated the claims presentation requirement for childhood sexual assault claims against public entities. The district contended that AB 218 violated the gift clause of the California Constitution by imposing liability for past acts where no enforceable claim previously existed. The trial court agreed, finding that AB 218 retroactively created liability and constituted an unconstitutional gift of public funds, and dismissed the complaint with prejudice.

### **Holding and Analysis:**

The California Court of Appeal, Second Appellate District, Division One, reviewed the trial court's decision de novo. The appellate court held that AB 218 does not violate the gift clause because it did not create new substantive liability; rather, it removed a procedural barrier to enforcing pre-existing liability for negligence and negligent hiring, retention, and supervision. The court reversed the trial court's order and remanded with directions to deny the school district's motion for judgment on the pleadings.

### **Doe R.L. v. Merced City School District**

Docket: F087142(Fifth Appellate District)

Opinion Date: September 8, 2025

Judge: Jennifer R.S. Detjen

Areas of Law: Civil Procedure, Civil Rights, Education Law

**Summary Rules:**

Waiver of tort claim requirement did not violate gift of public funds clause.

**Facts:**

A plaintiff alleged that, between 1965 and 1969, while he was a young child attending an elementary school in a California school district, he was repeatedly sexually assaulted by the school's principal. The complaint stated that school staff and faculty were aware or suspected the abuse, and that similar abuse occurred to other students. The plaintiff claimed ongoing psychological and emotional harm as a result. He brought four negligence-based causes of action against the school district, asserting that he was not required to present a government tort claim before filing suit due to statutory changes exempting such claims.

The Superior Court of Merced County sustained the school district's demurrer without leave to amend, dismissing the complaint. The court found that the plaintiff's failure to comply with the Government Claims Act's claim presentation requirement was fatal to his case, and concluded that legislative changes extending the statute of limitations for childhood sexual assault did not alter the deadline for filing a claim against a public entity.

**Analysis and Holding:**

On appeal, the California Court of Appeal, Fifth Appellate District, reviewed whether Assembly Bill No. 218's retroactive waiver of the Government Claims Act's claim presentation requirement for claims under Code of Civil Procedure section 340.1 violated the California Constitution's gift clause. The appellate court held that the retroactive waiver did not create a new liability or cause of action, but merely removed a procedural barrier to suit. The court further found that the legislative purpose of aiding victims of childhood sexual assault served a valid public purpose and did not constitute an unconstitutional gift of public funds. The judgment of dismissal was reversed and the case remanded for further proceedings.

**CIVIL PROCEDURE - STANDING TO OPPOSE MSJ**

**Bean v. City of Thousand Oaks**

Docket: B338497(Second Appellate District)

Opinion Date: September 29, 2025

Judge: Hernaldo Baltodano

Areas of Law: Civil Procedure, Personal Injury

**Summary Rules:**

Party has standing to oppose MSJ if it is a co-defendant with an adverse interest, even where no cross complaint has been filed.

**Facts:**

After tripping and falling on a raised portion of sidewalk in front of a residence, the plaintiff sued the owners of the adjacent properties and the City for negligence and premises liability. The claim

against one property owner, Goode, was based on the theory that a tree in the parkway in front of her house had roots extending under the sidewalk where the plaintiff fell, potentially causing the damage. The City maintained and inspected the tree and sidewalk, but the plaintiff alleged Goode's ownership of the tree contributed to the dangerous condition.

The Ventura County Superior Court granted summary judgment in favor of Goode, finding no triable issue of material fact regarding her liability. The plaintiff did not oppose Goode's motion for summary judgment, but the City did file an opposition and attempted to file a cross-complaint against Goode. The trial court declined to consider the City's opposition, ruling that the City lacked standing because it had not filed a cross-complaint, and rejected the cross-complaint on procedural grounds.

**Analysis and Holding:**

The California Court of Appeal, Second Appellate District, Division Six, reviewed the case. It held that a codefendant with an adverse interest has standing to oppose a motion for summary judgment, regardless of whether a cross-complaint has been filed. The court further found that the City's cross-complaint was properly filed and should not have been rejected. However, after reviewing the evidence de novo, the appellate court concluded that Goode could not be held liable as a matter of law because she did not own, control, or maintain the sidewalk or tree in a manner that created the dangerous condition. The judgment granting summary judgment in favor of Goode was affirmed.