

RECOVERY SPECIALIST INSURANCE GROUP

NEWS

July 2005

Save the Date!

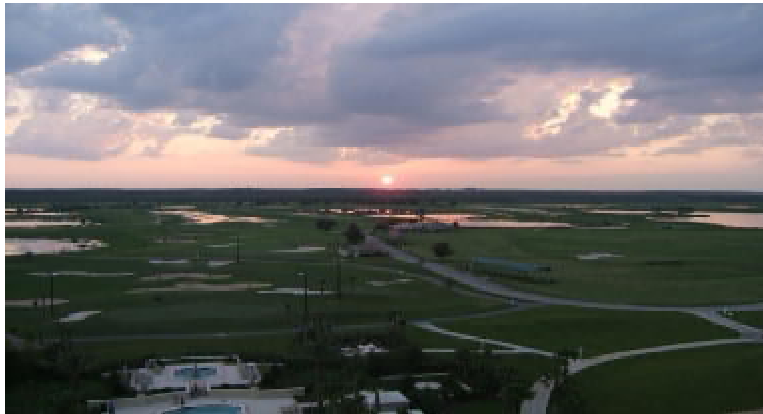
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RSIG will be hosting its
2006 Annual Seminar in
Henderson, NV just
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If you're a golfer, bring
your clubs!
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relax and enjoy a great
time!

**If you are
thinking about
selling your
business, please
review the
article on
page 8.**

The Sun Sets on Another Successful Annual Seminar



In the early morning, this sky would be littered with hot air balloons, quietly dancing on the horizon. In the evenings heat lightning would brighten the sky with bolts of light reminding us that summer has arrived.

Attendance was very good at this year's seminar contrary to the beating that the industry has given many businesses this year. We hope that everyone who attended was able to learn information that will help them in their businesses, but at the same time hope that just getting away for a short time will give members the mental rest they need to face the demands that awaited them back home.

Overall we've received great reviews on this year's seminar. Steve Blanco from Texas gave a full day presentation on Thursday called "Mastering the Art of Negotiations". One of the most important lessons learned from this portion of the seminar is understanding and properly representing your true costs of doing business and in creating value for the services you provide.



On Friday, Peter Crosa, an independent claim adjuster from the Atlanta area gave a very interactive session on Understanding Insurance and The Claim Process. Peter started his presentation with explaining common types of insurance, he then had the group break up into smaller groups and review different scenarios; asking each group to decide which coverage would apply and why. This gave the group a great opportunity to discuss the scenarios putting their own real-life experiences in the mix as well. Peter also explained the origin of group insurance and explained the benefits of group policies and the inherent protection found in a group policy.

Friday also gave us the opportunity to hear a presentation from Buck Young of Midstate Sharpton Insurance on the topic of managing insurance costs. Buck discussed how locale, truck valuation and frequency of claims affects tow truck rates just as much as the severity of claims. He also discussed how the driver training course RSIG is putting together through its affiliation with the National Safety Council can help in reducing claims, reducing insurance rates and in some cases actually getting a quote or reconsideration on a non-renewal.

Then it was Repo Jeopardy hosted by none other than our own Michael Howk. The meeting room was split down the middle aisle and one side was led by a very enthusiastic Cinde Pfisterer from Rainbow Recovery in Wyoming and the other side was led by Cesar Rufino formerly of New York, but now with American Recovery Specialist in Florida. The competition was fierce, bells were dinging and horns were blowing signaling each side's eagerness to show they knew more than the other. Sometimes they were right and well...everyone walked away with a fun review of all the seminar information provided - and maybe a small headache from the bell and horn! Our sincere thanks to Cesar and Cinde for admirably leading their teams in this friendly competition!



Friday night we hosted the Awards Ceremony and Dinner Reception. Even though the poolside reception didn't happen poolside, our spirits weren't dampened by the threat of rain. It is just another confirmation that you can't trust the weatherman! We enjoyed the musical and magical talents of Mark Wolnowski who provided Friday night's entertainment. Mark performed fun magic tricks and got the crowd going with karyoke. Our crowd didn't seem to need much coaxing though! Mark even got most of the board and staff on the floor to perform the YMCA. For those of you who missed it, you'll probably never again get the chance to see our CEO, Ed Marcum in a pirate hat, complete with eye patch and earring! Where was that photographer when you needed him?

Friday night also gave us the chance to recognize some very special people. Humanitarian awards were given to several individuals who have selflessly given of themselves at a time where the industry has been especially hard. These people had made donations to the Recovery Agents Memorial Fund with no expectation of getting anything in return. We applaud these people for giving of themselves and caring for others that in most cases, they have never met or even heard of. Unfortunately not all of the humanitarian award winners were present at the ceremony, but their awards were mailed to them.



Pictured from left to right - Humanitarian Award Winners: Marcelle Egley-Sparks and daughter Melanie, Linda Manasa, TG Carter, Charles Wellons, Ron Muliolis, Joe Hayes and David Gabaldon.

We also recognized members who have never filed a claim and have been with RSIG 5 or more years; also recognizing offices who have not submitted a claim since September 2000. In order to be eligible for these awards you must have been a member for at least 3 years. In light of the fact that this year, we've seen more members resign their memberships because they are getting out of the business this year than ever before. So it is with this in mind that these awards are especially important this year. At times when repossessors are asked **todo** more and to do it **with and for** less (an in some cases for nothing), it could be easier to take bigger chances and risks, which lead to more frequent and more severe losses. So the fact that these offices have been able to remain in business and not have to report claims is a fact that should be appreciated and applauded by us all.



Another special award was given to Recovery Specialist Insurance Group's Vice Chairman, J. Ace Carter. Ace was presented a lifetime achievement award for over 50 years of service to the repossession industry and over 15 years of dedication as an office and director of RSIG. While not necessarily as active as he used to be in the day to day operations of his business, Ace is still in touch with the challenges the industry is facing and works diligently with the Board of Directors to tackle those challenges for the better of the industry. Ace also serves on RSIG's membership committee where he reviews new member applications ensuring that our underwriting standards are met and in most cases exceeded. We thank Ace for his dedicated service!

Many prizes were given away at this year's seminar. Gas cards ranging in value from \$25 to \$500 were available prizes as well as laptop computers, video slot machines with tokens, a safety camera system to mount to a tow truck, and 5 sets of seminar room nights where the winners room and tax expense are not paid for by the attendee, but by RSIG. Two of these room night give aways also included the cost of airfare! But the prize everyone was most interested in was the Recovery Solutions Wheel-lift Unit. Recovery Solutions was the Premier Sponsor at this year's seminar. And for a 2nd time, David Gabaldon from Georgia Recovery Bureau found himself a winner. David won the wheel lift unit his first year of membership. Someone has luck on his side! We would like to give a special thank you to Kayla, grand daughter of Rowland and Pat Horne of Horne's Recovery and Stephen Schmidt, grandson of James and Joyce Schmidt of Midwest Property Collections & Recovery for their assistance in drawing tickets for door prize winners!



At Saturday's business meeting the proposed Bylaw changes were approved by the membership. Ace Carter, Bud Wilkins and Dave Hird were re-elected to the Board of Directors. Diane Kirz, CPA gave the financial report; reporting that the company is sound financial position. Discussion was held about attendance at the member's only business meeting and ways that attendance may be improved. The suggestion was made to have the business meeting directly after the Friday seminar sessions and before the Awards Ceremony & Dinner Reception. Based on the interest shown at by those in attendance, we may change the format next year to see if more members attend.

RSIG offers convenient payment options!

Some time ago we introduced “Checks by Fax” as a new convenient way to make payments without the hassle of worrying about the mail service getting the check to us on time and without the high cost of overnight delivery fees. This concept took off and now a good majority of the membership uses or has used “Checks by Fax” as a payment option. Of course, “Checks by Fax” does require some additional processing on our end and there was a \$3 service fee for this convenience, which has become another fee to remember to include or ended up appearing on your monthly statement. And let’s face it no one likes to see a bill for \$3 dollars – it costs almost that much, if not more for us to process and mail it and for you to pay a statement that small. If, after reading this news, you elect to continue using checks by fax – please make sure to fax your information to 703-365-0636; some members are still using our old fax number which means we’re not receiving your payments.

Now RSIG offers the opportunity for you to make certain payments with Visa or Mastercard. (Due to the additional expenses we are not yet offering American Express or Discover as payment options.) Application fees, New/Additional office or storage facility inspection fees, course and seminar registration fees, membership dues and claims deductibles can now all be paid using a current Visa or Mastercard account. We are working on being able to accept these payments on-line, but at this time we still need you to submit the information to us via fax using the credit card authorization form.

As always for those who aren’t comfortable with checks by fax or paying via credit card, we will be happy to accept your payments via the mail and traditional checks. If mailing payments regular mail – please use our PO Box 2707, Manassas, VA 20108. If mailing something to our office via overnight delivery, USPS express mail, or certified mail, please use our physical address 10440 Balls Ford Rd., Suite 260, Manassas, VA 20109. Also for those who continue to mail payments in (especially in windowed envelopes) please update your accounting or check writing software with the correct mailing address. The forwarding order with the post office has expired and mailing payments to our old address will significantly delay our receipt of the payment and could cause you to incur unnecessary late fees!

We are extremely excited about being able to offer this new credit card processing opportunity to you and hope that you will find it not only more convenient, but also more cost effective as the fee associate with its use is the cost of the use of the fax machine. Please feel free to contact our office if you have any additional questions.



Looking out for yourself

You've had an assignment on your open list of accounts for a week now. The original account came from a major lending institution who is using a forwarding company that promises nationwide headache free coverage. Now sometime over the weekend after finally finding the subject vehicle in a commuter parking lot – abandoned, your driver successfully completes a no contact self-help repossession. It's now a year and four months later – and you've been served. The lending institution and your repossession company have been named in a lawsuit for the wrongful repossession of this vehicle because the account was paid in full after the debtor received his tax refund. You receive a letter from the lender requesting indemnification under your policy because of their additional insured status and the hold harmless agreement. You're thinking – "It was a clean repo, no contact, I didn't do anything wrong." Then the bank's attorney who is calling you everyday to check on the status of their indemnification request confirms that the account was closed because it was paid in full and that you owe them indemnification because you repossessed it anyway. The light bulb comes on and you check your file – a cancellation notice is nowhere to be found. (And since you don't accept closure notices over the phone, you know you should have it in writing.) And then it hits you...the bank notified the forwarding agency – who apparently didn't notify you.

Now where do you go for a defense? The bank is looking to you, the forwarder isn't named and you're the end of the line. You are the one who actually touched the metal and because you properly called it in to the authorities as a repossession and the bank sent their notice on where to redeem the vehicle, your name is the one the debtor has. The debtor has never heard of the forwarding agency. He just knows who he financed his vehicle through (the lender) and who took it from him (the repossession company), while he was out of town.

You should be able to turn to the forwarding agency to provide you a defense. They require you to have them named as an additional insured ("AI") under your policy even though they have no financial interest in the vehicle. They want to protect themselves if you do something wrong, what about protecting yourself if they do something wrong...

But protecting yourself goes farther than just being an additional insured. Just like a certificate of insurance doesn't tell you everything about an insurance policy, an additional insured endorsement doesn't automatically fully protect you. That's why it is important to review a copy of the underlying insurance policy that is in effect. The underlying policy could have additional insured endorsements that are triggered by contract only (which means if you're signing a one sided contract then the contract probably isn't adding you as additional insured), or could have "OTHER INSURANCE" clauses in them that essentially give coverage by the AI endorsement, but take it away through "Other Insurance" provisions.

It is equally important, if not more so, that you start standing up for you when it comes to client demands. You need to fully understand what it is that their contracts are demanding and whether or not you have coverage for it. Don't rely on a collector's word that you've worked with for years and don't let high ambitions or greed overtake your better judgement. We know that to you every account is important, especially in today's industry but a single lawsuit where you find yourself contractually obligated to pay for someone else's mistakes or where you added someone as an additional insured who shouldn't have been and you can find yourself not only cut off from the lender, but also uninsured and on your own!

Received But Not Inspected

The prices you are allowed to charge for a repossession are low enough, but for years now you've have to include keys, cannot charge for investigation, increases in fuel costs, or delivery. Delivering the unit is supposed to be the end of your headaches since the unit is no longer in your care custody or control, but for some, delivery is really just the beginning.

Let's look at a couple of scenarios:

Scenario 1- per the lenders instruction, you repossess a unit and deliver it the next day to the local auction of their choice. You've done your condition report, you've provided digital photos, you inventoried and securely stored the personal property and now you load the vehicle on your rollback again and take it to the auction. I can stop here and already describe two additional liability exposures that you now have. Instead of having a transporter pick up the unit - releasing it from your care, custody and control, you now have to load it on your truck (additional opportunity for damage), have to drive your truck with the unit on board (more additional auto liability) and deliver it to the auction.

Received but Not Inspected

Continuing on with scenario one - you deliver the unit to auction, and if you're on top of things you have them sign your detailed condition report acknowledging receipt and condition of the vehicle - only they put a big rubber stamp on it - Received but Not Inspected or Subject to Inspection. Since your repossession of the unit, the debtor made arrangements to redeem their vehicle. They go to the auction to pick it up and find a deep scratch on the hood.

We know the scratch wasn't there before, because it doesn't appear on your condition report. The auction says they know they didn't do it and of course they didn't inspect the vehicle when it was checked in so it must have already been there. Now you're faced with paying a claim you know you're not at fault for or possibly losing the client's business because you stand your ground. Keeping in mind that your documentation supports the fact that you didn't do the damage and insurance is likely to deny liability.

Now replace one small piece of that scenario. Instead of having the auction sign your condition report which gives you albeit not much, but a little stronger leg to stand on, they just sign a transport receipt. Now the only one who really knows the condition of the vehicle is you. And you're again faced with the same situation, but less of a leg to stand on because your documentation isn't complete.

Scenario 2 - per the lenders instruction, you repossess a unit and deliver it several days later to the local auction of their choice with 6 other vehicles that needed to be delivered. Your drivers deliver all of the units to the auction, because they bring back receipts showing they did and then one of the debtors makes arrangements to redeem the unit - only it's not there. The auction can't find the unit and their records do not reflect that the unit was ever delivered. Now there's a problem. You delivered the unit - it's no longer in your care custody or control; the auction says they never took custody of the vehicle - it's missing. Not stolen because no one accepts responsibility for having it, but missing...mysteriously. Mysterious disappearance is not a covered claim. But someone's going to have to pay. Again the auction has documentation (their log sheets) and the missing vehicle isn't listed.

You've walked the auction's lot - all 5000 acres of it - and it's no where to be found. And since your hands are the last that can be proven to be on the vehicle - the lender's looking to you. Let's face it they don't want the auction to be at fault because the auction is who is responsible for remarketing their vehicles - affecting their bottom line and deficiency balance issues.

Now if you believe your employees who delivered the units, you can try to push the fact that you have a signed receipt. Unfortunately the signed receipt is someone's scribbled initials and the auction claims that no one with those initials works at their auction. Continuing to push the issue, the auction has your driver take a polygraph test and he fails. Its later determined that the employee forged the receipt of the unit and since it was an employee's intentional acts that caused the theft the vehicle, you're still on hook for the loss because you signed an indemnification agreement and are also faced with loosing the clients business because insurance is unlikely to pay the claim since intentional acts by your employees are not a covered loss.

Scenario 3 - per the lenders instruction, you repossess a unit and deliver it the next day to the local auction of their choice. You've done your condition report, you've provided digital photos, you inventoried and securely stored the personal property and now you load the vehicle on your rollback again and take it to the auction. Several days later you receive a call from your client advising you that the debtor has made arrangements to redeem the unit and they want you to pick up the unit from the auction and store it on your lot until the debtor redeems. Again, before going any further, we'll point out the additional liability of having your truck needlessly on the road to pick up a vehicle to bring it back to your lot.

Now the debtor redeems his vehicle but the rims that are on the vehicle aren't the same as the ones that were on it when it went to the auction. Very few repossession agencies detail their condition reports enough to reflect aftermarket items like rims, high performance tires, stereo equipment, etc. so you didn't remember they were aftermarket until you went back and looked at your digital photos. Then you find that the rims are in fact different. You contact the auction and they say you picked it up in the same condition it was delivered to them, so if the rims are missing, it's because they either weren't there in the first place (and since the unit was "Received but Not Inspected" at check-in they have nothing reflecting anything different) or something happened to the rims once you got the car back.

The problem is you have now gotten yourself invited into a claim that had you not again taken possession of the unit, you would not be in. It is understandable for lenders to reinstate some accounts over others and to want to show their debtor that they are willing to work with them, but it doesn't need to be done at your expense. If the carrier were to provide coverage, even though it had been released out of your care, custody and control, you are now faced with a deductible you otherwise wouldn't have had to pay.

*We ran this article in the last newsletter, but feel it is important to keep this information in the front of anyone's mind who may be contemplating selling their business. **RSIG membership is granted to an individual applicant, not to a company.** So when that individual is no longer affiliated with the company, neither is the RSIG membership. While it is considered an asset to any company, **RSIG membership is not transferrable.** New owners hoping to be RSIG members need to apply and qualify for membership on their own.*

I've Had It...I'm Done...I'm Selling My Business – Now What?

Talking to people in the repossession business today, there is one common thread that is becoming more and more apparent – and that's wanting to know how to get out of the business. While RSIG membership is still growing steadily, we are finding that many members who have been with us since the beginning are slowly dropping off, new offices are constantly being added which maintains our slow and steady growth, but more and more members are finding that the repossession business isn't nearly as profitable as it once was and are looking for ways out and many are finding it in the form of a change of ownership.

Selling your business requires attention to a lot of details. And one detail that should not be overlooked is that **your RSIG membership is not transferable.** A new owner whether or not it is a partnership buyout, or selling to someone not affiliated with the company at all, requires that person apply and qualify for RSIG membership on their own. We recommend this be done 60 days but no less than 30 days prior to the change. The prospective owner must have verifiable experience as an owner or manager of a repossession company or comparable industry experience and meet all other membership qualifications as with any new member. If we cannot verify their experience, we cannot approve them for membership.

Some business owners have been less than forthcoming with their potential buyers about the fact that their **RSIG membership is not transferable** and thought they would just sell the business and not resolve the membership issue. This is not necessarily the best way to go either, because until we receive a resignation notice from you or until we cancel your membership due to the increased hazard associated with the new unapproved owner, contractually you are still personally responsible for the debts and actions of the office. Just like the married couple who purchases a vehicle that is put in the husband's name, if upon a separation or a divorce the wife maintains possession of the vehicle, but takes no action to change the ownership of the unit, the unit can still be repossessed if the husband fails to make the payments.

One other thing to keep in mind is that any deposit you made when you became a member is considered an asset and should be addressed in the buy/sell agreement. The deposit is refunded 2 years after a member leaves the group. If you have sold your business, we need to know who is entitled to the deposit – the original owner or the new owner. Any currently owed deductibles or possible future deductibles should also be addressed. Lawsuits can be brought against a company two, three, even five years after the repossession date and who is going to be responsible for the deductible is something that should be decided.

The best and cleanest way to manage your RSIG membership if you are thinking of selling your business is to give proper notice and for you to tender a letter of resignation when the sale of your business is finalized along with a copy of the final buy sell agreement. You don't have to tell us how much your business sold for, but issues of the office and lot, trucks, computers, the deposit, and deductibles should be known to our office in order for us to assist in an orderly transition . Notifying your potential buyer that the **RSIG membership is not transferable** and that he/she will have to qualify for membership on their own, **prior to the finalization of the sale** would also be a great idea and the ethical thing to do. This gives the potential new owner the opportunity to shop the insurance if they choose to do so, or to make sure they qualify for RSIG membership before any issues arise.

Decoding your Motor Vehicle Report - What does your MVR say about you?



But I Wasn't Even Moving - The Problem with Non-Moving Violations

How many microscopic lenses should an MVR be subjected to? Some MVR's have 'Non-Moving Violations' growing on them like barnacles. And the subject driver feels that they are harmless. After all, those entries don't mean he was driving too fast or making a dangerous menace of himself. But those violations often paint a picture of irresponsibility for the underwriter to wrestle with. In other words, if an MVR is borderline with 'Moving Violations' the Non Moving ones like Failure to Pay a Fine or Improper Equipment can tip the judgmental scale against the driver approval. Some other examples of non-moving violations that can affect how your MVR is viewed by an underwriter are seat belt violations, failure to give information, no helmet (if in a state with helmet laws), noise violations, unsecured vehicle load and violations of window tint restrictions.

Another item that can appear on your MVR which affects your insurability is the appearance of an SR22 requirement. An SR22 is a form issued by an insurance company in order to remove a suspension order placed by your state's Department of Motor Vehicles. Suspensions can happen for any number of reasons - drunk driving, failure to pay fines, too many moving violations and/or accidents in a short period of time, failure to provide proof of insurance and in some states failure to pay child support is a valid reason for the suspensions of a driver's license. If you are required to maintain an SR22 filing, underwriters always dig deeper into your record to see why the SR22 is in place. If it is the result of a DUI/DWI charge obviously their desire to write or even quote coverage is gone. If it is the result of child support suspension or suspension due to financial responsibility they may be more inclined to provide a quote than in the previous situations, but it could still affect their ability to provide coverage and the final cost of that coverage.

Also, when a truck insurance account is being reviewed for discount credits, EVERY aspect is considered. A couple of percentage points of credit might be given for No Claims, but no more could be offered for the Driver Profile because of MVR's. There's an old theory in the insurance world that "Frequency Leads to Severity." In other words, any pattern will probably escalate. The best pattern in MVR management is many years compared to few or no entries.

Stashing Cars...Accepted Practice or Costly Mistake

You've got 2 assignments and 1 tow truck; but help is on the way. A flat bed is on route to your location but you've just seen your 2nd subject vehicle heading towards the local drinking establishment. But what about the vehicle you just stashed beside the dumpster of the gas station where you know the owner because you refuel your truck there at least 3 times a month? You'll only be gone a few minutes, the vehicle will be fine. After all no one saw you take it and help is on the way. Besides you're only going about 2 miles down the road...

So you follow your subject vehicle and after she goes into the building you secure the second unit and you start to head back to meet the flat bed. Only you arrive back to the gas station, look for your first unit and find it gone. There's no broken glass, there are no drag marks and you don't see anyone around. You call your other driver, hoping that the flat bed picked up the unit already – only he's still 10 minutes away. It's vanished.

Since our policy renewal in September 2004, there have been 4 reported claims of stolen vehicles where each had been stashed after repossession because a driver had another assignment in the same area or did not have the proper equipment with him at the time the unit was repossessed.

One of the claims has been settled for \$57,450.

One of the vehicles was recovered with steering column damage and the member repaired the unit himself. The third and fourth...are still being investigated and the members only hope to have the same luck at the previous member.

When you call the administrative office and submit a claim like this, our first comment is that you found the car once...go find it again. But the truth of the matter is – it should have never been lost in the first place. Our policy requires that repossessed collateral be stored in a secured storage facility where only an agency's employees have access to the vehicles. The stashing of vehicles while a common practice obviously is one that has it's downfalls. This is not to say that a vehicle can't be stolen from a secured facility, it is only to say that greater opportunities for theft exist when vehicles are not properly secured.

So what can you do when you have two vehicles in the same vicinity and only one tow truck? What can you do when stashing a vehicle seems like the most effective way of repossessing multiple vehicles in the same location?

One member has now started a policy where if different equipment is needed that the driver or his/her assistant stays with the unit until help arrives. This may seem like a waste of manpower to some, but it is certainly one way of reducing the chances of the vehicle being stolen.

Other members have shared ideas as far as putting a club on the steering wheel or a boot on the wheel in order to prevent the vehicle from being able to be driven off, if a debtor who has the keys happens upon the stashed vehicle. Other members have mentioned disconnecting the battery.

If you have safe damage-free ideas on how to handle this type of situation write us or email us. We'll be happy to pass along the information to your fellow members!

RSIG WORD SEARCH

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How good are your eyes?

Take a minute and grab a pen or pencil to work on the
RSIG Word Search!

If you can spot a license plate from 4 car lengths back and have VIN numbers
memorized this should be no problem for you!



2006 Annual Seminar - June 21-23

The 2006 Annual Seminar will be held at the Hyatt Regency Lake Las Vegas Resort. The resort is a Mediterranean style resort, spa and casino located on a 320 acre private lake. The resort hosts an 18 hold championship golf course designed by Jack Nicklaus and “The Falls” 18 hold championship course designed by Tom Weiskopf. The resort is just 14 miles from the airport and 17 miles from the Las Vegas Strip. The resort offers a shuttle service to and from the strip for those who have a favorite casino. The resort also offers a shuttle to Montelago Village, a Mediterranean style village for shopping and dining which also houses it’s own casino separate from the Hyatt’s on property gaming area. Feel free to visit the websites of the hotel www.lakelasvegas.hyatt.com and Montelago Village www.montelagovillage.com.

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