



**2011-12
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PSAA 2011-12 Liaisons

Holiday Party:

Deborah Jette; Erin Montgomery

Bowling:

Aundrea Boyd; David Kean

Symposium:

Heather Stariha; Roger Howson;

Tanya Padur; Joel Booth

Golf North/Seattle:

Deborah Jette; Tanya Padur

Golf South/Tacoma:

Heather Stariha; Lizzy Adkins; Terry Cook

↕ PSAA Executive Assistant & Publisher ↕



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PSAA Luncheon

Date: September 21, 2012

Time: 11:30am to 1:00pm

Location: Billy Baroo's Bar & Grill

(at Foster Golf Links)

13500 Interurban Ave W

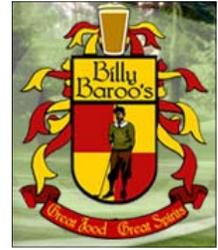
Tukwila, WA

206/588-2763 www.billybaroos.com

Menu: To be announced

Cost: Members \$20 Vendors \$25

Presentation: Membership Drive - Speaker TBA



Please RSVP

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Additional Meeting Information

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

11:30 a.m. Registration

11:45 a.m. Buffet

12:00 p.m. Meeting Called to Order

1:00 p.m. End of Meeting

Please arrive on time and have your cash or check (payable to PSAA) ready, or provide your paypal receipt. We appreciate your cooperation and assistance.

PLEASE SUPPORT OUR VENDOR PARTNERS

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Puget Sound Adjusters Association

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Past Presidents in attendance at May luncheon honoring their contributions to our Association! ↓



SCAA Past Presidents 1930 to 2011

1930-31 Wendell Bonesteel
1931-32 Arthur E. Campbell
1932-33 Kenneth M. Elliott
1933-34 G.F. Fitzgerald
1934-35 G.J. Fitzgerald
1935-36 R.N. Brown
1936-37 R.N. Brown
1937-38 E.A. Eastman
1938-39 Otto Kleeson
1939-40 O.R. Martin
1940-41 C.B. Mooney
1941-42 C.H. Tandy
1942-43 Earl Holmes
1943-44 Donald Husted
1944-45 J.W. Gouldner
1945-46 E.E. Hilton
1946-47 Sutton Scanlon
1947-48 Robert Cummins
1948-49 H.C. Tingvall
1949-50 Lee McGonagle
1950-51 Russell T. Paderson
1951-52 Alden Thompson
1952-53 W. Nelms Paris
1953-54 W.W. Laughlin
1954-55 George Walmsley
1954-55 E.A. Paulson
1955-56 Granville Jordan
1956-57 M.P. Warner
1957-58 Robert C. Keating
1958-59 R.H. Thompson
1959-60 John F. Fuller
1960-61 John E. McMahan
1961-62 Allan C. Parker
1962-63 Richard C. Hourigan
1963-64 James Scott
1964-65 Dale Easley
1965-66 A.P. McMahan
1966-67 Wm. Caton
1967-68 Harry M. Kelsey
1968-69 Joseph Whitlow
1969-70 Ted Bullard
1970-71 Don Long
1971-72 Merton Buckley
1972-73 Dick Cuff
1973-74 Lee Marjinarich
1974-75 DeWelle Ellsworth
1975-76 Robert Dailey
1976-77 Fred Greiner
1977-78 Gordon S. Everett
1978-79 Ronald M. Abraham
1979-80 Norm McFarland
1980-81 Richard Gaitner
1981-82 Sharon Setzler

1982-83 Charles Bingham
1983 Gene Key
1983-84 Milton Gustafson
1984-85 Frank Lucarelli
1985-86 Walt Stolle
1986-87 Thomas G. Ewing Jr.
1987-88 Robert W. Jeans
1988-89 Lawrence E. Garlinghouse Sr.
1989-90 Nancy V. Bryant
1990-91 Patrick F. Wasser
1991-92 E. Michael Radcliff
1992-93 Willie Markey
1993-94 Myron (Jay) S. Jared, III
1994-95 Bob Haggerty
1995-96 Sue Dahlin
1996-97 William R. Markey
1997-98 Kathy Johnson Barnett
1998-99 Keo Capestany
1999-00 Steve DeKoekoek
2000-01 Carol Seepersad Green
2001-02 Fred Biehl
2002-03 Janice Howard
2003-04 Donna Silver
2004-05 C. Annette Grace
2005-06 Lizzy Adkins
2006-07 Julie Benedict
2007-08 Gail Tuomi
2008-09 James Gomez
2009-10 Dean West
2010-11 Jim Peterson



TCAA Past Presidents 1990 to 2011

1990-91 Elaine Taffe (Mercereau)
1991-92 Susan Noyes
1992-93 Wendy Edmond
1993-94 Nadine Mar
1994-95 Chris Cohen
1996-97 Liz Conner
1997-98 Dana Mar
1998-99 Debbie Monnett
1999-00 Liz Laherty
2000-01 Taylor Stott
2001-02 Jim Davis
2002-03 Brenda Ferguson
2003-04 Saada Gegoux
2004-05 Candy Worley
2005-06 Dianne Peterson
2006-07 Denise Ellison
2007-08 Denise Ellison
2008-09 Roger Howson
2009-10 Roger Howson
2010-11 Heather Stariha

Chat with the Girls... *(Continued from front page)*

Deborah and I are sad that our term as Co-Presidents of PSAA is coming to an end. It has been really amazing to see all of the board's hard work this past year develop into such success! We wish **Tanya Padur** the best as President of our great association this next year, and we know she and another great Board will keep the momentum going! Our send off from the Board at the last meeting was very thoughtful and we couldn't have asked for a better year and Board to share it with! Thank you to everyone!

Don't forget to 'like' us on Facebook if you haven't done so already. Our newsletter will continue throughout the summer so watch your mailbox; it will contain a dues renewal notice for the 2012-13 year which starts in September. Get those dues paid! ❖

Welcome New Board Member

Skip Sanborn of Country Financial is currently a Liability Specialist for Country Financial and has been here for nearly 6 years. He began his insurance career in Westfield, MA for AIAC, the adjusting branch of AIG in the late 80's. Skip relocated to the Northwest from New England in 1989 and resumed his adjusting career with Reliance/United Pacific Insurance in 1991. He was a casualty adjuster for 6 years then moved into the role of SIU Investigator for the next 4 years. He then worked for Crawford & Company Surveillance & Investigative Services as the Northwest Operations Manager for 2 years before becoming a private investigator with Marosi & Associates out of Vancouver, WA for 2 years. Skip took a hiatus from the insurance world for 5 years during which he was a mortgage loan officer for US Bank but realized that adjusting claims was in his blood. Skip resides in Federal Way with his daughter and dog, Cam. He says he loves everything 'New England' and visits home whenever he can. He also says, "If you see someone decked out in the apparel of any of the 4 Boston based professional sports teams, it's safe to assume it'll be me." ❖

Vendor Partner Corner

Why would you hire an Independent Adjuster (IA) to handle your claims? Well, there are many reasons! An IA allows you to temporarily expand your staff to better service your customers when you need them and

when you don't, there is no ongoing cost incurred!

Many times an IA covers a remote area you just do not have time to get to while still servicing your regular territory.

With unusual/specialty claims, many IA's have an expanded skill set that you or your staff may not have.

The best reason to use an IA; you have a claim with an unreasonable or difficult insured and you just do not want to deal with them anymore! This is the perfect time to bring an IA in and let them deal with the stress for you!

Simply said, a good IA is not just an independent contractor, they are an extension of you and your company. You can hand over a claim and tell them to handle it from start to finish or just have them track down that difficult to reach witness for an in-person statement.

Did you know a good IA will tirelessly pursue a witness on evenings and weekends while you are at your kid's baseball game, to get that statement to impress you?

So, the next time you are chained to your desk on Wednesday, and have four claims to see before Friday morning, think about calling an IA for help. If you choose the right one I bet you will be glad you did. ❖

*We want to thank **SAMS & Associates** for the IA blurb. Vendors, remember this is your corner and we want to hear from you! Send us a blurb and we will make sure it gets into our newsletter. We need more articles from you! Join in to benefit the adjusters and your business!*

Please welcome new Vendor Partners for 2012-13 **Gale Delicio, Halo Construction, and Shannon Kerr, CRDN!** It has been our pleasure to serve this past year on the PSAA board as the first ever Vendor Partner board members. We're positive that Gale and Shannon will keep the ball rolling with support of all PSAA vendors! Thank you!

— Michelle & David



Case Study

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Settlement Offers Need Not Equal the Highest Appraisal Value

by Katie Buxman

Co., an insured argued that his insurer acted in bad faith when it provided settlement offers lower than the highest appraisal value. In Lloyd, the court analyzed whether an insurer violates the duty of good faith by extending settlement offers in amounts less than the highest appraisal value. Lloyd v. Allstate Insurance Co., No. 65618-0-I, --- P3d ---- (February 21, 2012).

As a result of a car accident, Jerry Lloyd's 2005 Chevrolet Malibu Classic was totaled. At the time of the accident, Lloyd was insured by Deerbrook Insurance Company (Deerbrook). His automobile insurance policy covered the "Actual Cash Value" of his vehicle, less the \$500 deductible. Lloyd reported the claim to his insurer the evening of the accident. Since Deerbrook is a subsidiary of Allstate Insurance Company (Allstate), Allstate handled his claim. At Allstate's request, Lloyd took the vehicle to an auto shop for a damage appraisal. The damage appraisal was for \$7,977.87, which exceeded the car's value. Lloyd received two additional opinions on the appraisal and was given the same appraisal. Allstate also sent a technical represen-

Claims Pointer: Just because an insurer does not extend a settlement offer equal to the highest appraisal value, does not mean the insurer is acting in bad faith so long as the lower settlement offers are supported by evidence and other appraisals.

Insureds and insurers may obtain multiple appraisals when evaluating property damage. When multiple appraisals provide differing values, it is not surprising when an insured wants a settlement offer equal to the highest appraisal value. In a recent Washington Court of Appeals case, Lloyd v. Allstate Insurance

Case Study... *(Continued)*

tative to view the car. Initially, the representative failed to consider the car's mileage and reported the "Total Condition Adjusted Market Value" at \$8,510. After the representative read the odometer which reflected a higher mileage than originally used in the estimate, the car's value was adjusted to \$5,105. Allstate's adjuster offered Lloyd \$5,102.18 after adding sales taxes and fees, and subtracting the \$500 deductible. Lloyd rejected the offer. Allstate's adjuster made a second offer of \$6,654.63. Lloyd rejected the second offer stating that he needed between \$9,000 and \$13,000 to replace his vehicle. After the second rejection, Lloyd invoked the appraisal clause of his policy. Allstate's appraiser and Lloyd's selected appraiser agreed the car was worth \$6,815.16, including applicable taxes and fees and the deductible. Lloyd received the check from Allstate and cashed it promptly. A few months later, Lloyd sued his insurer.

Among his allegations, Lloyd alleged his insurer violated its duty of good faith and fair dealing and breached the contract by extending unreasonably low settlement offers for the value of his car. He claimed these unreasonably low settlement offers forced him to invoke the appraisal clause, which caused him to incur additional expenses. Lloyd also argued that he is entitled to additional economic damages for loss of use and costs incurred during the time he was waiting for the settlement. Insurer moved for summary judgment and the trial court granted its motion. Lloyd appealed to the Washington Court of Appeals.

On appeal, Lloyd renewed his arguments that his insurer breached its duty of good faith, breached the terms of the appraisal award, and engaged in unfair and deceptive trade practices. He renewed his argument that he was entitled to additional economic damages for having to invoke the appraisal process. The Court of Appeals determined the insurer's actions were not unreasonable, frivolous or unfounded. The Court of Appeals explained that the insurer promptly and thoroughly investigated the loss and the two offers were supported by market research. There was no evidence that the insurer behaved dishonestly, arbitrarily, or unreasonably in settling the claim. The Court of Appeals determined that the Allstate adjuster was a willing negotiator because he made two prompt and reasonable settlement offers. Thus, Lloyd's claims to additional economic damages from the appraisal process were not adequately supported. ❖

— Full case available at: www.courts.wa.gov/opinions/index.cfm?fa=opinions.showOpinion&filename=656180MAJ.

— If you would like to be notified of these new cases, please send an email to caseupdate@smithfreed.com.

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



Claims Conversation

with **Roger Howson**, Claims Dispute Resolution, PSAA Newsletter Editor & Education Chair, TCAA Past President

Thelma and Louise take a bow.

Heather Stariha and **Deborah Jette** will forever be acclaimed (and/or blamed) as the very first Presidents of the Puget Sound Adjusters Association.

And if Heather and Deborah get credit for being the first PSAA Presidents, does that entitle Jim Peterson as SCAA's last President of record to take sole credit for killing SCAA? Because at the PSAA Past Presidents Luncheon in May Jim confessed to killing SCAA (Heather murmured a similar confession about killing TCAA). Was Jim Peterson the lone gunman... or was it a conspiracy?!?

Every 2011-2012 PSAA event was the first of its kind: the first PSAA Meeting in September, the first PSAA Bowling tournament in October, the first PSAA Holiday Party in December, the first PSAA Spring Symposium in March, the first SCAA/TCAA/PSAA Past Presidents Luncheon in May, and coming up in June the first PSAA South and PSAA North Golf Tournaments.

Yet throughout this year of fragile firsts, Heather and Deborah were always out front and center at every PSAA gathering bravely acknowledging the flaming slings and arrows of critical feedback... along with many quieter, but well-deserved kudos. As PSAA's first (and probably last) Co-Presidency, this dynamic duo was so inseparably synergistic that we didn't know whether to call them Heathborah Starette, or Debeather Jettariha. (As an editorial side note, the Microsoft synonym for "Debeather" is "debaucher". Another syno-

Claims Conversation... *(Continued)*

nym is “debater”, but that’s not nearly as funny as “debaucher”.)

Regardless of what we call them, theirs was an interestingly effective partnership. Think Sue Bird and Lauren Jackson of the WNBA Seattle Storm—with Heather as Sue Bird running the offense and distributing the ball while Deborah as Lauren Jackson rebounds and sets bone-jarring picks (I know, because she gleefully knocked me on my ass with a few of them).

The Sue Bird and Lauren Jackson reference may help explain how Heather and Deborah work together, but our Co-Presidents are more accurately defined as the Penn and Teller of PSAA: eccentric magicians with a psychotic twist. I took that description right off the Penn and Teller google search, and it fits Heather and Deborah perfectly... eccentric, magical, and occasionally psychotic. And we all know who of those two is the perpetually non-verbal Teller.

As this inaugural season draws to a close, we can all agree that whatever happens to PSAA from this point on it is THEIR fault. So from here on out until PSAA celebrates an 80th anniversary the standard response to any future suggestions, innovations, improvements, and/or deviations to any PSAA Board function, meeting protocol, event venue, scheduling change, or procedural tweak will be a resounding, “BUT THAT’S NOT HOW HEATHER AND DEBORAH DID IT!”.

I am going on record right now to alert future PSAA Board Members, PSAA Event Chairpersons, and PSAA members in general that you should take the initiative to put your OWN stamp on PSAA. Keep it fresh. Keep it new. Keep it relevant. EVERY year should be an inaugural year. I guarantee that no matter what you do, some members will be excited by what you’re doing, some members will be uncomfortable about what you’re doing, and most of the members will just be glad that it’s anyone other than them doing whatever it is that needs to be done to keep PSAA alive.

I am thanking you all now for your future efforts as PSAA leaders, Board Members, and volunteers. Don’t ever forget when someone is complaining to you “BUT THAT’S NOT HOW HEATHER AND DEBORAH DID IT!” that a lot of what we do is just pulled out of our butt as we’re doing it. If it works, we say “That’s the way we’ve always done it!” and if it doesn’t work, we tell the complainers “Thank you so much for volunteering to be on next year’s PSAA Board!”

Congratulations and good luck to PSAA President Elect **Tanya Padur**, and her PSAA Board **Aundrea Boyd**, **Joel Booth**, **Skip Sanborn**, **Gale Delisio**, and **Shannon Kerr**.

And a HUGE thanks also to **Michelle Lowe** and **David Kean** for their heroic efforts as the first PSAA Vendor Partners. You two will be a hard act to follow, and Gale Delisio is already complaining about hearing “BUT THAT’S NOT HOW MICHELLE AND DAVID DID IT!”

Thank you Heather Stariha and Deborah Jette! ❖

ExamWorks

Medical Notes

Rotator Cuff Tears: A Causation, Presentation and Diagnostic Roadmap

By **Stephen Brenneke, MD**

or the other tendons in various amounts one can move the arm up, over and rotate it through various planes so you can put your hand and arm where you wish.

Tears More Likely With Age

The rotator cuff is a very stout structure. The tendon is well-fixed to the bone. The muscles are strong. Yet over time, the attachment site weakens. As a result, it is extremely rare to see a rotator cuff tear in an individual

Diagnosing rotator cuff tears can be complicated. A thorough and incremental approach is best. This brief article aims to provide essential background on the causation, presentation and diagnostics of rotator cuff tears.

The rotator cuff itself is four muscle-tendon units which span the shoulder joint. The muscle shortens, pulls on the tendon which acts like a rope and moves the bone on the other side of the joint. By pulling on one

Medical Notes... *(Continued)*

under the age of 30 except for very specific activities in sports and very particular trauma situations. Yet from age 50 and older, one will see a rotator cuff tear without trauma. By age 60, 20 percent of the population will have evidence of asymptomatic non traumatic rotator cuff tear. This figure increases approximately 10 percent per decade.

Causation: Protective vs. Repetitive

The most common mechanism of injury for a rotator cuff tear is a protective maneuver with a fall on an out-stretched arm. The other mechanism of injury is associated with repetitive use. The rotator cuff goes underneath an archway. This is the coracoacromial arch. There is always a certain amount of pressure between the rotator cuff and the coracoacromial arch itself. The pressure is dissipated by a bursa sac filled with synovial fluid, an oil-like substance, which diminishes the friction between the soft rotator cuff and the firm archway. The bursa sac disintegrates over the years and subsequently there is more stress applied to the rotator cuff as it goes through the archway. This would produce what is called a partial tear or bursal side tear of the rotator cuff. Another mechanism of tearing the rotator cuff is by a spur at the AC joint.

How Tears Present

The presentation of the individual with a rotator cuff tear will be either as an acute injury or chronic pain. With an acute injury the individual may have sustained a fall. Pain will be noted on the outer aspect of the upper arm in the deltoid area. There will be great difficulties lifting the arm. If this is a more chronic problem she may simply have a painful arc when lifting the arm through full elevation. The examination will usually demonstrate weakness related to elevation and rotation of the arm. There may or may not be much tenderness to palpation. Generally, if there is tenderness, it is most commonly in the anterolateral aspect of the shoulder near the point of the shoulder. In association with these findings, there are frequently complaints in the neck, in the trapezius area, sometimes in the scapula/shoulder blade area and occasionally radiating pain into the hand which is not demonstrable with any significant neurologic findings.

Examination:

Testing Maneuvers for Proper Diagnosis

The examination will have positive provocative testing, notably the Hawkins maneuver and also the Neer maneuver. She should not have findings of instability. She should not have troubles at the AC joint. The cross chest maneuver should be negative. The rest of the examination of the arm should be generally unremarkable. With the examination one will find a positive test for the rotator cuff pathology and negative tests for another pathology. This is a way of finding positive sensitivity and confirming it with negative specificity examinations to help ensure the proper diagnosis.

Imaging Protocol Suggestions

Imaging, especially x-rays of the shoulder, should be done. This would eliminate fractures, arthritis and calcium deposits which may complicate matters. Standard MRIs are routinely used to help diagnose the rotator cuff tear. Also, ultrasound in experienced hands will have a high likelihood of diagnosing rotator cuff tears. The imaging will capture the size of the tear. It will be categorized as full or partial thickness. Beyond that imaging will assess the anterior posterior dimensions in terms of centimeters 1-5. Then there will be an assessment of the amount of retraction in the tear. Retraction means how far the tendon has pulled away from the greater tuberosity. Generally, retracted tears are more chronic tears. There is a way to assess acute versus chronic tear with certain MRI sequences by noting the amount of atrophy of the rotator cuff muscles.

The diagnosis and need for treatment of a rotator cuff tear has many factors. This should be looked at as a puzzle with many pieces. Simply using one piece of the puzzle such as imaging to determine the course of treatment is misleading and can lead to inappropriate treatment.

Not all rotator cuff tears require surgery. Many small tears can be treated conservatively with a cortisone shot and physical therapy rehabilitation producing excellent results. Follow up with ultrasound is an inexpensive method to ensure no significant progression of the tear. This method of treatment should be discussed and noted as an option detailing why it is or is not an appropriate course of treatment.

If the individual presents with the proper history, the proper examination and imaging which confirms the tear then it is also appropriate to consider the surgical treatment. One must rule out other causes of shoulder

Medical Notes... *(Continued)*

pain such as cervical radiculopathy, frozen shoulder or referred pain to the shoulder.

The type of surgery is generally an outpatient arthroscopy of the shoulder to confirm the pathology and rule out other problems. In association with the complete tear of the rotator cuff, repair is usually a decompression which is re-contouring the undersurface of the acromion. There frequently is an incidental removal of the distal portion of the clavicle, excision of AC joint, Mumford procedure. Partial rotator cuff tears, if they are greater than 50 percent of the thickness of the tendon, they are repaired like a full thickness rotator cuff tear.

If some of the rotator cuff tears are too large they are difficult to repair at all. Many people within the arthroscopic community have tried a variety of innovative techniques to repair these tears. Other times the rotator cuff is truly irreparable and simply a debridement and re-contouring of the acromion would be appropriate. These individuals continue to have weakness, but often times the pain is diminished for a few years, if not permanently. The use of allografts such as

graft jackets are used when you have large tears to help reinforce the tissue. The track record of these grafts is not excellent. This may be a combination of a difficult problem with imperfect material. Platelet rich plasma (PRP) has been tried to enhance the repair of the rotator cuff and this outcome has not been confirmed.

Post Op and Prognosis

Generally there is immobilization of the rotator cuff for approximately one month after the surgery. After a month to six weeks an individual will begin a more formal program of therapy and at three months she will generally start a strengthening program. There are many variations on the rehabilitation process, but this is a common approach. It usually takes about six months for an individual to return to full activities. She will be released for full lifting without restrictions at that time. The individual should have relief of pain more than 90 percent of the time. If there is healing of the tissue their strength should return to 90 percent of normal. The prognosis is generally good for a standard rotator cuff tear.

The prognosis is related to the amount of damage to the rotator cuff tendon before the repair, the length of time that the rotator cuff tear has been present before the repair was done and the success rate of the healing of the tissue. Also, success depends on the exact maneuvers that the individual has to do in the job, the ability to make modifications of the job, the age of the individual and clearly the motivation to return to the job at injury. In my experience, I found that the younger individuals who had reasonable job satisfaction were more likely to return than the individuals who were closer to retirement. ❖