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237 South Dixie Drive
Vandalia, OH 45377
937/890-9670
Fax 937/890-9673

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**Happy Holidays
from SOGGDA!!!**

THE SOGGDA NEWS

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Patricia S. Booker Executive Director
Vonnie Schriml Accountant

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John Weber
545 Linden Ave. (937) 252-0351

SOGGDA

237 South Dixie Dr.
Vandalia, Ohio 45377
(937) 890-9670

Patricia S. Booker Editor

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How Not to Get the Swine Flu

Well, look at the time. Aren't we expecting the Return of the Bride of the Son of the Swine Flu pretty soon? That's right It's Baaaaack and this time, it's personal. Scientists predict the virus will be worse this swing through the Northern Hemisphere, but come on, no matter how bad it gets, it's still not going to be 1919. After all, our public water-supply systems have undergone a bit of an upgrade over the last 90 years. "Now, With Less Dysentery!" Of course, with the return of the HINI virus, (don't want to disparage our proud American pork producers) we are mere nanoseconds away from being inundated with literally three tons of articles on how not to contract it. So, let me assist by being the first to throw out a quick purview.



TOP TEN TIPS ON HOW NOT TO GET THE SWINE FLU: A PUBLIC SERVICE FROM DURSTCO.

1. Wash your hands. If soap and water aren't available, use an alcohol-based rub. Single-Malt Scotch should do the trick. Keep that larynx clean as well.
2. Wear a mask. If you can't find one of those scrub masks, use a Halloween mask. What's a pandemic without a little fun? A Secretary of the Treasury Timothy Geithner mask might prove effective enough to frighten the swine flu away.
3. Cover your nose and mouth with a tissue when you cough or sneeze. Throw the tissue in the trash after you use it, or collect them and construct a sort of swine shrine. Or wipe the doorknob and garage door handle of that annoying radical neighbor of yours.
4. Drink plenty of fluids. Preferably domestic beer. Or Single Malt Scotch. Didn't we just talk about how alcohol inhibits bacteria growth?
5. Throw everything out. No, everything. Clutter causes confusion. And as any medical expert will tell you, confusion leads to the flu.
6. Sleep is good. Try to find a way to sleep at work. A rested employee is not a communicable employee.
7. The CDC recommends a seasonal flu vaccine. As a matter of fact, try to stockpile as many drugs as you can. Flush your body with drugs and environmentally friendly antimicrobials. And Single Malt Scotch. Safe and easy and practical to use.
8. Wear light colors. No, wait, that's for heat advisories. But still applies to the flu, because that way we can see all the various effluvia accumulating on peoples' clothing and know whom to avoid.
9. Stay away from sick people. In other words, don't watch Glen Beck.
10. Avoid touching your eyes, nose and mouth. And arms and feet and hair. And shoes and surfaces and fabrics. Get nude. Repeat after me, "Naked is safe. Naked in the bathroom is safer. Naked in the tub curled into a fetal position covered with a hypoallergenic salve is safest."



General Counsel Corner

By: Peter H. Gunst, Esq.
pgunst@aggt.com

The New York Open Supply Law—How Significant?

On September 25, 2008, Governor Patterson of New York State signed into law an open supply bill, which bars refiners from prohibiting New York State branded dealers from opening unbranded pumps at dealer-owned locations.

The new law provides:

Any provision of a franchise with a refiner which prohibits a dealer, who either directly or through an affiliate owns a service station including the tank and pumps and who dedicates a tank for sale of unbranded motor fuel, ... from purchasing or selling unbranded motor fuel ... shall be null and void.

Operating a dual branded/unbranded location is unusual, but it could be a viable option in these uncertain times, if the dealer owns his or her service station property.

But does this law mean that a New York dealer who owns his own property now has carte blanche to sell unbranded fuel at his station? Not exactly.

An obstacle still remain: federal trademark law. But that obstacle can be overcome.

A decision entered by a federal magistrate in California six -years ago, *Shell Trademark Management BV v. Canadian -American Oil Co.*, 2002 WL 32104589 (N.D. Cal. 2002), is instructive in showing what a dealer can and cannot do consistent with federal trademark law.

That decision involved a dealer that operated under a long-term supply agreement with Shell, and then installed a new underground storage tank for the sale of unbranded product.

Shell sued the dealer complaining that the close proximity of branded and unbranded products at the station created impermissible confusion in the minds of motorists and wrongfully "diluted" the value of Shell's famous trademarks.

The court rejected Shell's contention that the dealer had caused confusion in motorists' minds, emphasizing that the name that the dealer had chosen to market its unbranded product – "Touchless" – bore no resemblance to any Shell mark. So the first lesson is that a dealer who wants to dual brand his or her station must choose an unbranded name that bears no relation at all to the branded mark.

The court further considered whether, even in the absence of the direct confusion, Shell might have a claim under the federal Anti-Dilution Act, IS U.S.C. § 1127, if the dealer "blurred" the identity of its branded and unbranded products because of the proximity of their price signs or because the unbranded island melded into the station's overall appearance, which featured Shell's trade dress.

Balancing the equities between the parties, the court refused to prohibit the dealer from selling unbranded products, but required it to repaint the station canopy so that Shell's colors would not extend over the unbranded pumps. So the second lesson is to ensure that any unbranded pump clearly sticks out and is disassociated from the trade dress used by the branded supplier.

The New York State statute necessarily is limited because it cannot displace whatever protection the branded supplier enjoys under federal trademark law. The state statute is significant, however, because it bars the supplier from absolutely refusing to permit dual operation, even where there is no violation of trademark law.

The New York State Association of Service Stations and Repairs Shops deserves praise for successfully pursuing passage of this law, which reaffirms the dealer's right to pursue dual-operation.

To access the latest articles please visit the "Service Station Dealers: website at: <http://www.agtlawyers.com/resources/petroleum.html>.



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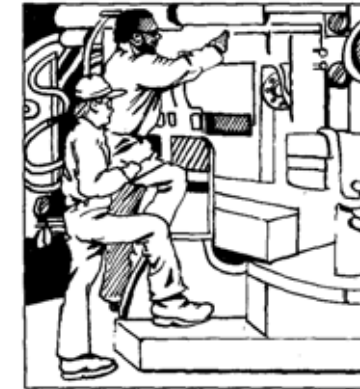
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Steel-Toed Safety Boots

People who work in factories, on construction sites, or in other physically demanding jobs are often advised to wear steel-toed safety boots. But several years ago, an urban myth started to circulate about how wearing these could be more dangerous than regular boots because in an accident, the interior steel could chop off toes rather than protect them. The Occupational Safety & Health Administration (OSHA) reports it has no knowledge of this phenomenon and still recommends steel-toed boots for certain workplaces. The researchers at *MythBusters*, a television show that tries to validate or disprove urban legends, put this theory to the test and found that steel-toed boots offer five times the protection of regular footwear, and none of its test scenarios resulted in steel-toed boots causing harm.



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General Counsel Corner

By: Peter H. Gunst, Esq.
pgunst@aggt.com

A Bitter Lesson

Some years ago, a pattern emerged in Petroleum Market Practices Act cases involving Chevron in California.

Chevron would make low-ball offers to buy out its more successful lessee dealers. If its offer was refused, Chevron would send in its flying squad of auditors to examine the dealer's books to see if it could make a case that the dealer was underreporting sales either to it or to the taxing authorities.

When that appeared to be the case, Chevron would send out a termination notice and file a federal declaratory judgment action seeking a determination that it had valid grounds for termination under the PMPA.

Sometimes Chevron succeeded and sometimes it did not.

A recent case, *Chevron USA, Inc. v. M&M Petroleum Services, Inc.*, 2009 WL 2431926 (C.D. Cal. 2009), appears to bear all the hallmarks of that *modus operandi*.

After acquiring in 1998 the Newport Beach location that it leased from Chevron, the dealer succeeded in increasing the station's gross revenues from less than \$4,000,000 in 1998 to almost \$7,400,000 in 2004. Its success attracted Chevron's attention.

In approximately 1999, Chevron offered to buy out the dealer so that it could convert the service station to company operation. It proposed a less than generous offer that did not even cover the price that the dealer had paid for the station almost two years earlier. Not surprisingly, the offer was rejected.

Thereafter, Chevron first attempted to terminate the dealer in March 2002. When the dealer protested, the dispute was sent to arbitration. Chevron lost, and the arbitrator prohibited it from terminating the dealer's franchise agreement and ordered it to enter into a successor agreement with the dealer.

During the course of arbitration, a Chevron representative admitted rather candidly Chevron's strategy. If it won the arbitration, it would "get the station for free." If it did not, the dealer would still be required to pay Chevron a significant rental based upon both its motor fuel sales and its automotive service bay ("ASB") sales.

In sum, if Chevron won it received a bonanza: if it lost it still did quite well, thank you.

Two months following its arbitration loss, Chevron tried again to get the station. This time, it filed a federal lawsuit in an attempt to terminate its franchise relationship with the dealer. It lost again, the court finding that Chevron's lawsuit was barred by the previous arbitration award won by

the dealer.

Apparently out of frustration or as a means of retaliation, Chevron refused to pay the dealer's legal fees despite its written policy that, when it lost a termination dispute, it would pay the dealer's attorneys' fees.

In May 2007, Chevron sent in its auditor, who was charged to determine if the dealer had paid Chevron all rents due for the period from January 1, 2004 to December 31, 2006. With the assistance of the dealer's apparently disloyal bookkeeper, the auditor found internal work sheets indicating that the dealer had significantly underreported its ASB revenues to Chevron, with the result that Chevron had been short changed in its rent collections.

Chevron sued again in federal court to terminate the dealer's franchise. Its claim was eventually tried in July 2009 before a judge and not a jury.

In a lengthy opinion, the judge stated early on that he was "gravely concerned" about Chevron's "general practice" of attempting to convert successful lessee stations to company operation. He cited the statement made by Chevron's representative during the course of the old arbitration proceeding as demonstrating Chevron's long-held desire to take over the dealer's station. Unfortunately for the dealer, the court's opinion then assumed quite a different tenor.

Meticulously tracing the dealer's maintenance of double books; its attempt to conceal its internal accounting records from Chevron;

Continued on next page...

SOGGDA News

Where Rubber Hits the Roadblock A Test Case Wheeling Toward the President Continued

jumpstarting American-made lower-cost tire production, the tariffs would spur tire distributors to replace Chinese lower-cost tire inventory with similar tires made else-where in the world. Why? Because American tire makers have no intention of making lower-cost tires. They made the corporate decisions long ago to focus on higher-profit tires. Therefore, the real winners will be tire manufacturers in Mexico, Brazil and Indonesia.

The biggest loser, in addition to American-based tire installers and distribution centers, would be the American consumer, because a tariff is a tax, pure and simple. According to Modern Tire Dealer, the tariff would add \$20 to the cost of a single tire. And, the hefty tax would result in a road safety conceit: consumers not replacing their worn tires.

For tire consumers who can barely afford to replace a worn tire, an increase of 20 percent or more on the cheapest tire available — regardless of sourcing — would be dramatic. This would increase the risk that some consumers will not replace worn tires when they should. It is an invitation to have more tire-related accidents on our roads.

The administration does not have to accept the ITC's recommendation. Mr. Obama has until September to render his own verdict — and he can rule against the ITC if he believes the

remedy would cause more economic harm than good. The answer is clear that nothing good can come from the tariffs.

Mr. Obama has spoken eloquently about the need to shun protectionist measures. Speaking about the climate- change bill and a provision that would impose trade penalties on other countries, he said: "At a time when the economy worldwide is still deep in recession, and we've

seen a significant drop in global trade, I think we have to be very careful about sending any protectionist signals out there."

We hope Mr. Obama heeds his own advice when it comes to tires.

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Where Rubber Hits the Roadblock A Test Case Wheeling Toward the President

By Roy Littlefield

The importation of tires made in China — and whether stiff tariffs should be imposed on them — is emerging as a major test case for President Obama as he seeks to balance the competing needs of Americans with those of a trade union.

In a matter of weeks, the president is due to rule on whether to approve the tariffs recommended by the U.S. International Trade Commission at the behest of the United Steelworkers Union. The union has asserted that limiting Chinese tire imports will save American tire manufacturing jobs.

But-the-ITC's recommendation — a whopping 55 percent tariff in the first year of enactment — is not a 'job saver.' It is a protectionist measure that protects nothing.

Chinese tires imported into the United States are over-whelmingly geared to the lower-cost tire market. These are lower-cost tires aimed at the needs of those American consumers who require safe and reliable tires but who don't want to break the bank. U.S. tire manufacturers are not-competitors in this market segment. They simply don't make these tires, instead focusing on designing and manufacturing more expensive and higher-profit tires.

In short, shutting out tires imported from China is not protecting American manufacturers of lower-cost tires, because there aren't any. Moreover, no

U.S.-based tire manufacturer joined the union in the quest for protectionist measures on tires. Indeed, American tire manufacturers would speak up if they felt China threatened their market share.

So, what would such a sweeping tariff actually accomplish if it wouldn't protect American manufacturing jobs in the value-tire segment because they don't exist? There are two dominant schools of thought.

The first says that a tariff on Chinese tires would force job losses elsewhere in the industry. At the local level, layoffs at the neighborhood automotive repair centers and mom-and-pop tire shops are a likely result if the president imposes the suggested remedy.

A study by economics professor Thomas J. Prusa of Rutgers University found that American workers in the tire distribution and installation sectors "have every reason to be concerned about their future. The punitive tariff on Chinese tires would lead to a loss of at least 25,000 U.S. jobs.

"Tire distributors, installers, service stations and other businesses in related downstream industries have predicted that the recommended tariff would force some of them out of business and result in the laying off of workers in an economy that can ill-afford more job losses," the report says.

Why the job losses? For many in the tire distribution and installation business, lower-cost tires made in China form the bulk of their trade. Take away their inventory before replacements can be found, and jobs will evaporate. As a result, some tire distributors and installers will end up laying off workers. For others, the punitive tariff will result in the shut-down of the firm or facility.

The second school of thought says that far from

General Counsel Corner - A Bitter Lesson Continued

and the dealer's dissimulations under oath about the station's business records, the court decided that Chevron had a more than ample basis for termination.

Ultimately, the court decided that the dealer would be required to abandon the station; pay Chevron a contempt sanction of \$25,000 for concealing the station's records during the course of discovery; and pay Chevron's legal expenses, in an amount yet to be determined but un-doubtedly significant.

The M&M Petroleum Services case teaches a bitter lesson. Even if a supplier's motivation for seeking termination is one of self-aggrandizement, courts will cut a dealer little or no slack if it finds that the dealer engaged in dishonest conduct over an extensive period of time.

Many refiners today no longer appear to share Chevron's interest in converting a lessee station - even a very profitable location to company operation. Instead, they appear more interested in exiting from downstream distribution by selling off stations and assigning leases and supply agreements to distributors.

But the scenario that played out in M&M Petroleum Services case may still be with us. A distributor may be more keenly interested than a refiner in converting a successful leased location to company operation. The dealer runs a very real risk of losing its business if it does not live up to its rental and other commitments. As occurred in that case, a million dollar plus business could be lost in its entirety.

**Our deepest condolences to
Patti Booker
and her family upon
the passing of her mother
~ Edna Barker Leonard ~**



Edna passed away on November 20, 2009 at Hospice of Dayton. She is survived by four children, eight grandchildren and seven great-grandchildren.

*God saw that she was getting tired and a cure was not to be.
So he put His arms around her and whispered "Come home with me".
With tearful eyes we watched her suffer and saw her fade away.
Although we loved her dearly, we could not make her stay.
A golden heart stopped beating; a determined spirit was at rest.
God broke our hearts to prove to us. He only takes the best.*

Belated Condolences to a past SOGGDA Member... Charles L. (Charley) Parsons

He passed away Thursday, August 13, 2009 at the age of 83 due to cancer. Charley was born in Virginia to the late Jake and Louisa Parsons. He is survived by his five children, eight grandchildren, four great-grandchildren and twelve siblings as well as his beloved dog and best friend C.J. He is preceded in death by his parents, Jake and Louisa Parsons; wife, Patty; brothers, W.D., James and Junior Lee. He was an active member of the Eagles and Moose lodges and also enjoyed riding his Harley with friends. The funeral took place on Monday, August 17, 2009 at Tobias Funeral Home-Beavercreek Chapel.

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SAFETY

Hand tool safety

One of the key issues associated with hand tool safety is choosing and using the right tool. Unfortunately, many people use tools improperly at home, where they improvise with what they have on hand. Also, many people view hand tools as simple to use, so there is little concern for safety. In reality, a person using hand tools, no matter what they are, should always follow safety precautions. Approximately 8 percent of industrial incidents result from the improper use of hand tools, according to studies. Injuries range from simple cuts, contusions and abrasions to amputations, fractures and punctures.

The fact that nearly everyone uses hand tools in some fashion further complicates the education process. By looking at the injury statistics for your organization, you can discover valuable clues about the tools workers are misusing most often.

Perform a survey of your organization's hand tools. Become familiar with your organization's injury experience and know the proper way to use, inspect and store those tools. Typical hand tools workers use in your organization could include hammers, saws, pliers, wrenches, screwdrivers and knives. Below are examples of improper use of hand tools.

- Pushing rather than pulling a wrench to loosen a tight fastener.
- Bending metal with undersized pliers, which can damage the pliers and the metal.
- Holding an item you're working on in one hand while attempting to remove a screw with a screwdriver in the other hand.
- Cutting toward your body with a cutting tool
- Using dull cutting tools.
- Filing materials not properly secured in a vise with no handle on the file.
- Using a tool not sized properly for the job (e.g., sockets that are slightly larger than the fastener).

Inspect tools before each use to make sure they are in good condition. Repair damaged tools before using them. Examples of tools that need repair include:

- A hammer with a chipped head and/or with a loose or broken handle;
- A screwdriver with a worn or broken tip;

- Any cutting tool with a dull surface;
- Chisels with a mushroomed head;
- Tools that have had their temper removed or modified due to excess heating.

Now that we have listed some of the problems associated with the use of hand tools, think of ideas that you can use to reduce the potential for injury while using hand tools both on and off the job.

General safety rules for hand tool usage include:

- Selecting the correct tool and the right sized tool for the job;
- Inspecting tools for damage before attempting a task;
- Keeping tools clean and cutting tools sharp;
- Carrying tools in a manner that prevents cuts to yourself or someone else, especially if you should fall;
- Never striking a screwdriver with a hammer;
- Never using wrenches or other tools as hammers;
- Always passing tools to others handle first and never throwing tools to another person;
- Ensuring workers have proper training before using a particular tool for the first time;
- Transferring tools to a work area by rope or bucket when using a ladder or taking tools to an elevated surface by ladder;
- Storing tools with sharp edges safely in your storage device;
- Wearing proper personal protective equipment (e.g., safety glasses, face shields, gloves, etc.) when using hand tools;
- Cutting away from your body to avoid injury if the cutting device should slip;
- Taking advantage of the ergonomically shaped handles available on some tools and holding tools in a manner that minimizes stress to the hand, wrist and arm.

Make sure employees have the appropriate training for the tools they use.

When starting a job requiring the use of hand tools, ask yourself: Do I have the right tools? Do I know how to use these tools correctly? Are the tools in good condition? Do I have the right personal protective equipment? Is there a place to store these tools when not in use?

Safety Leader's Discussion Guide

New Trojan horse opens your bank account to crooks

Call it an ATM for cyber-crooks — and the cash could come out of your account.

Web security sleuths have found a new type of "Trojan horse" that steals your bank log-in name and password, then proceeds to drain money from your account — while you're logged in.

The new Trojan, called URLZone, features a number of innovations not widely seen in Internet crime. For example, the Trojan can estimate precisely how much money to steal based on how much dough you have in your account, and can even siphon money in small increments to evade detection.

"It's a next generation bank Trojan," Yuval Ben-Itzhak, chief technology officer at Finjan, a cyber-security firm. "This is part of a new trend of more sophisticated Trojans designed to evade antifraud systems."

A Trojan horse is a type of malware — or malevolent software — that allows criminals unauthorized access to the user's computer system. Details of URLZone appear in a new report by Finjan's Malicious Code Research Center.

URLZone takes advantage of vulnerabilities in web browsers, including Firefox and Internet Explorer, then executes a program on Windows systems — which means if you're running a Mac, you're safe. For now.

"As in previous reports, cybercrime pays," researchers wrote in the report. "Financial data remain the prime target. Cybergangs and their methods keep on refining their attacks to generate as much income as possible, while avoiding detection."

During 22 days in mid-August, the cyber-crooks operating URLZone stole nearly \$438,000, according to the security company. The bad guys infected about 6,400 computer users, according to PC World, and stole an average of \$1,750 per day.

Criminals were able to infect about 7.5 percent of the 90,000 computers they attacked before Finjan managed to infiltrate the hackers' command-and-control server located in Ukraine, according to PC World. Once your computer becomes infected, URLZone steals your bank account info before contacting the command server, which then instructs your own computer how much money to wire, in what increments, and where to send the stolen virtual stacks.

URLZone is even more sophisticated than its predecessor Trojans, which already have the ability to take over your computer, steal your personal data, and even remotely command your computer to help the hackers steal.

URLZone allows internet thieves to evade common bank fraud detection systems. For example, the bad guys can ensure your balance never falls below zero, as well as make a series of small withdrawals in an effort to evade detection. They can also make phony data appear on your account home page.

"Basically they say, 'I will steal from you \$5,000, but I want to make sure at least 5 percent will remain in your balance."



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Learn the “Basics” of Stocks and Bonds

If you’re fairly new at investing, you might find it to be somewhat confusing. What are the benefits of stocks and bonds? What are the risks? Is there a good reason to invest in both?

Once you know the answers to these questions, you’ll have a good understanding of investment “basics” - and that knowledge can serve you well.

So, let’s begin with stocks. What are they and why do people invest in them? Simply put, stocks represent ownership shares in a company. When you buy stock in Company ABC, you own a piece of it, however small. You’ll receive ABC’s annual report, and typically you are entitled to vote on some important company issues, such as whether to issue additional stock or replace ABC’s board of directors.

People invest in stocks because they hope to profit by selling their shares for more than what they paid. The stocks most likely to provide these profits are usually called “growth” stocks. But investors also purchase stocks for the

“income” they can receive as dividends, which are paid from the company’s profits. These stocks offer both the potential for growth and the opportunity to receive dividends and are typically called “growth and income” stocks.

When you buy stocks, you assume certain risks, such as the possible loss of principal. As a (very) general rule, the greater a stock’s potential for growth, the greater the investment risk.

Now, let’s switch from stocks to bonds. When you buy a bond, you don’t own anything - you’re just making a loan. You can buy bonds issued by companies (corporate bonds), the government (Treasury bonds) or cities and states (municipal bonds). In each case, you are loaning out your money in exchange for regular interest payments and the return of the bond’s face value when the bond matures.

Bonds, like stocks, carry risks. If you buy a corporate bond from a company that runs into problems, the company may default on your bond, and you won’t get your

principal back. Generally, you can help to avoid this problem by investing in high-quality bonds. Municipalities can also get into trouble and default. U.S. government bonds, though, are considered to be the safest investment in the world, at least in regard to default potential.

When you invest in bonds, you’ll also take on other risks. For one thing, if your bond matures at a time when rates have fallen, you may have to reinvest the proceeds in a bond that pays a lower interest rate. On the other hand, when interest rates rise, the value of your existing bonds will fall. Let’s look at the following example: With all things being equal, your bond pays four percent, and market rates rise to six percent, no one will want to pay you the full price for your bond. So, if you want to sell it, you’ll have to offer it at a discount. By holding your bonds until maturity, though, you won’t have to worry about price fluctuations.

Stocks and bonds clearly have some different benefits and different risks. Stocks and bonds frequently move in different directions. When the stock market is slumping, bonds sometimes perform well - and vice versa. That’s why you’ll want to build a diversified portfolio by investing in a variety of stocks and bonds. By spreading your dollars this way, you can help cushion your portfolio from downturns that hit one type of asset particularly hard - and you can give yourself more chances to succeed.

It’s true that the investment world can get pretty complex. But it all starts with the basics: stocks and bonds. Try to become familiar with both of them - it will be time well spent.

BWC 10 Step Safety Program Guidelines

1. **Visible active senior management leadership**
 - a. You must have a Safety Policy Statement signed by top management (sample attached)
 - b. Must regularly discuss safety processes and improvements during staff and/or employee meeting (sample Meeting Agenda attached)
2. **Employee involvement and recognition**
 - a. Must provide employees with safety participation opportunities. Employee Safety Meetings are an excellent way to meet this step. Attach a meeting agenda and sign-in sheet from meeting attendees.
3. **Medical treatment and return-to-work practices**
 - a. Must develop a written procedure for reporting accidents within a specified time frame and for obtaining medical treatment after a workplace injury (sample written procedure attached)
 - b. Must have developed a written return-to-work policy or statement (sample attached)
4. **Communications**
 - a. a. Must develop written safety communication methods with employees. Examples would be a Safety Comments Box, Safety Newsletter or Safety Inserts into paycheck envelopes.
5. **Timely notification of claims**
 - a. When an employee notifies your company of an occupational injury or illness you must report the claim immediately to your MCO.
6. **Safety and health process coordination and employer education**
 - a. Must designate an employee as accident-prevention coordinator who will work with employees and management to implement safety strategies.
 - b. The accident-prevention coordinator must attend at least six hours of BWC-approved Step 6 classes for the 7/1/2009 rating year (Please contact ProComp if you need assistance in locating and/or scheduling your class time).
7. **A written orientation and employee training plan**
 - a. Must develop a written safety and health training plan that documents specific training objectives and instructional procedures.
 - b. Must train all employees on all relevant safety and health topics at least annually.
 - c. Must document your safety training and maintain a signed list of attendees.
8. **Written and communicated safe work practices**
 - a. Must develop general and job-specific safe work practices
 - b. Must provide employees with a copy of the safe work practices and they sign a statement indicating they have read the rules and understand their responsibilities
9. **Written safety and health statement or philosophy**
 - a. Must develop a written safety and health statement signed by your top company official which includes the responsibilities of all employees to maintain a safe workplace.
 - b. Must review your safety and health policy with all employees at least once a year
10. **Recordkeeping and data analysis**
 - a. Must keep records of workplace accidents and near miss incidents
 - b. Must manage injuries by identifying accident causes and controlling or eliminating them.

ENTERPRISE WASTE OIL

Keith Anderson

Mobile: 937/321-8271

Pager: 877/831-9326

5201 Middlebrook Pike, P.O. Box 52044

Knoxville, TN 37950-2044

Main Office: 800/875-3860



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SOGGDA's 18th Annual Safety Meeting

The safety meeting was held on Tuesday October 13 at the Holiday Inn Dayton Mall. The evening started with every one present enjoying a bountiful buffet.

Bob Barlow, Chairman of the Board, opened the meeting with a welcome to all members attending. He introduced the vendors and thanked them for their participation in this meeting.

John Daney from ProComp, SOGGDA's third party administrator was introduced next.

His presentation included BWC's Nine Key Safety Parameters – Hand Tool Safety –Compressed Gas Storage and handed out information on each topic to members present. The presentation concluded with a lengthy question and answer session.

Craig Smith from the Division of Safety & Hygiene spoke on Accident Investigation in the workplace.

Representing our Managed Care Organization (HMS) were Laurie Poston & Mike Pulsfort. They were also available to answer any questions members had about managed care.

The conclusion of the evening was devoted to door prizes and awarding of the 42" flat screen TV.

Every member was sent a puzzle piece with their safety meeting invitation. The person possessing the missing piece of the worked puzzle at the safety meeting, would win the TV.

The happy winner was Dan Torbeck of Torbeck's Auto Repair, in Hartwell Ohio. Congratulations Dan & Tari, we hope you get much enjoyment from the TV.

