

**SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

IDS PROPERTY CASUALTY INSURANCE COMPANY; MARTIN SUMMERS
and DOES 1 to 50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

STEVEN LOPEZ

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 28 2015

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

NOTICE! You have been sued. The court may decide against you without you being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER:
(Número del Caso): BC 6 05 264

Superior Court of California, County of Los Angeles
111 North Hill Street
Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Evangeline F. Grossman, Esq. #176014 Telephone: (909) 621-4935 Facsimile: (909) 625-6915
SHERNOFF BIDART ECHEVERRIA BENTLEY LLP
600 South Indian Hill Boulevard, Claremont, California 91711

DATE:
(Fecha)

DEC 28 2015

Clerk, by
(Secretario)

SHAUNYA BOLDEN, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

1 Evangeline F. Grossman #176014
2 SHERNOFF BIDART
3 ECHEVERRIA BENTLEY LLP
4 600 South Indian Hill Boulevard
5 Claremont, California 91711
6 Telephone: (909) 621-4935
7 Facsimile: (909) 625-6915

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 28 2015

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

8 Attorneys for Plaintiff

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF LOS ANGELES

BC 6 05 264

11 STEVEN LOPEZ,

Case No.:

12 Plaintiff,

13 COMPLAINT AND DEMAND
14 FOR JURY TRIAL

15 vs.

- 16 1. Breach of Contract
- 17 2. Breach of the Duty of Good Faith and Fair Dealing
- 18 3. Negligent Misrepresentation

16 IDS PROPERTY CASUALTY INSURANCE
17 COMPANY; MARTIN SUMMERS and
18 DOES 1 to 50, Inclusive,

19 Defendants.

20 I. THE PARTIES

21 1. Plaintiff, Steven Lopez is and at all relevant times was a resident of the
22 City of Torrance, County of Los Angeles, and State of California.

23 2. Plaintiff is informed, believes and alleges defendant IDS Property
24 Casualty Insurance Company ("IDS") is a corporation duly organized and existing
25 under the laws of the State of Wisconsin and is authorized to transact and is transacting
26 the business of insurance in the State of California.

27 3. Plaintiff is informed, believes and alleges defendant Martin Summers is
28 and at all times was an individual doing business in Los Angeles, California among

1 other locations throughout California. Mr. Summers is an adjuster for IDS and adjusts
2 claims on its behalf. Mr. Summers is and at all relevant times was a California resident.

3 4. The true names or capacities, whether individual, corporate, associate, or
4 otherwise, of defendants DOES 1 through 50, are unknown to plaintiff, who designates
5 those defendants by these fictitious names. Each of the defendants sued as a DOE is
6 legally responsible in some manner for the events and happenings referred to and
7 proximately caused the injuries suffered by plaintiff. Plaintiff will amend this complaint
8 as necessary to allege Doe defendants' identities when the same becomes known to
9 plaintiff.

10 5. Plaintiff is informed, believes and alleges that at all relevant times each of
11 the defendants was the agent and employee of each of the remaining defendants, and in
12 their actions and inactions alleges were within the course and scope of such agency and
13 employment.

14 II. JURISDICTION

15 6. Jurisdiction is proper because the amount in controversy exceeds the
16 jurisdictional minimum of this Court.

17 III. FACTUAL BACKGROUND

18 7. On September 5, 2013, the Lopez home was burglarized. In addition to
19 stealing a significant amount of personal property the thieves turned on the water in an
20 upstairs bathroom tub.

21 8. The theft claim and the water claim are covered losses under the IDS
22 policy.

23 9. The bathroom where the water loss occurred is directly over the kitchen.
24 Water entered wall cavities and wetted drywall behind the kitchen cabinets. Because
25 the kitchen cabinets are solid maple and expensive to replace IDS took a firm position
26 that neither the wall behind them nor the cabinets were damaged by the water loss.

27 10. Mr. Summers told Mr. Lopez the upper kitchen cabinets were not
28 damaged by the water and the dry wall to which they are attached was not wet.

1 11. Mr. Summers would only approve water remediation to include drilling
2 holes in the lower cabinet toe kicks and injecting air into the cavities to dry water.

3 12. Due to unreasonable delay and underpayment of the claim Mr. Lopez and
4 his children were displaced from the home for over fourteen months because there was
5 insufficient money to accomplish repairs.

6 13. Mr. Lopez' son is severely epileptic and has daily special needs that must
7 be addressed. It was critical that Mr. Lopez have a safe, habitable home in which to live.

8 14. Mr. Lopez relied on the representations of Mr. Summers that the upper
9 cabinets were dry and his home was safe and free of mold.

10 15. After fourteen months of waiting for IDS to complete the adjustment, Mr.
11 Lopez reasonably relied on defendants that his home was safe. As a consequence he
12 patched it together and returned.

13 16. Several months after returning to the home, Mr. Lopez' son began to have
14 increased difficulties including breathing issues and, on more than one occasion, was
15 taken to emergency. The representations of defendants caused the family to live in a
16 home with mold contamination and wasted Mr. Lopez' insurance proceeds because he
17 performed cosmetic repairs when demolition and remediation were required.

18 17. In order to avoid liability for not removing kitchen cabinets and drying
19 out the wall behind, Mr. Summers represented any mold issues were not caused by the
20 limited scope of remediation/repair IDS approved; rather, mold was caused by a leak
21 under the master bathroom sink. The sink has no proximity to the kitchen damage and
22 IDS' own expert later ruled out this possibility.

23 18. After over a year of pleading with IDS to have an impartial third party re-
24 test his home for mold, IDS sent its preferred vendor Safeguard Environmental to take
25 samples.

26 19. Two years and one week after the water loss, Safeguard's September 16,
27 2015, report was issued. It was positive for mold.

28

1 20. The remediation Safeguard recommends is the exact same water loss
2 repairs Mr. Lopez requested throughout the claim. Safeguard calls for removal and
3 replacement of upper and lower kitchen cabinets.

4 21. The Safeguard report also opines that the “HVAC systems should be
5 inspected for cleanliness and returned to Condition 1 as part of a building
6 remediation...It is recommended that the general cleaning of the HVAC system be
7 conducted including the forced air unit, plenum and attached supply and return air
8 duct system. The objective is to remove any settled spores and dust within the system.”

9 22. IDS refuses to pay for the mold contamination it caused by its
10 unreasonable claims handling.

11 23. Mr. Lopez and his children continue to live in the mold contaminated
12 home because IDS refuses to pay for additional living expenses and repairs.

13 **FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT**

14 **(Against IDS Property Casualty Insurance Company**

15 **and DOES 1 through 50)**

16 24. Plaintiff refers to all preceding paragraphs and incorporates them in full
17 in this cause of action.

18 25. At all material times herein, plaintiff owned a real property located at 4746
19 West 191st Street, Torrance, California 90503.

20 26. At all material times herein, plaintiff had a policy of insurance for his
21 home through IDS. The contract, policy number BH02089441, was in effect at all
22 relevant times herein including on the date of loss. A copy of the policy of insurance
23 sent to plaintiff by IDS is attached hereto as Exhibit “A” and is incorporated hereto in its
24 entirety.

25 27. According to the contract’s terms, IDS agreed to provide coverage to
26 plaintiff for loss or damage to his property arising out of a covered loss. In the event of
27 a burglary the policy covers personal property, dwelling repairs and loss of use. In the
28

1 event of a water loss the policy covers dwelling repairs, mold, personal property and
2 loss of use.

3 28. Plaintiff fulfilled all of his obligations under the contract. Plaintiff paid the
4 premiums and performed or substantially performed the promises he made under the
5 contract, including promptly notifying IDS of his loss. In the alternative, any obligation
6 or requirement that he may have failed to fulfill is immaterial to the contract, to IDS'
7 decision to enter into the contract and to IDS' claims handling conduct.

8 29. On September 5, 2013, the subject property suffered a sudden and
9 accidental water loss in the kitchen.

10 30. Plaintiff duly, timely and properly notified IDS of the loss, and IDS
11 opened claim number 1693210.

12 31. Beginning from the date of the claim to and including present, IDS failed
13 to timely and properly adjust and pay the loss and covered damages, and unreasonably
14 and without proper cause denied coverage and withheld benefits owing to plaintiff.

15 32. IDS wrongfully breached the insurance policy by denying coverage,
16 delaying payments of amounts owed, and failing to pay plaintiff the full and proper
17 amounts owed. To date, IDS continues to refuse to pay plaintiff all benefits owed to him
18 under the policy, as well as to properly advise plaintiff benefits owed.

19 33. As a direct and proximate result of IDS' breach, plaintiff was forced to
20 retain counsel to obtain the policy benefits owed by IDS, and has sustained damages
21 which exceed the jurisdictional limits of the Superior Court of the State of California,
22 including but not limited to, loss of policy benefits, in an amount to be proven at trial.

23 **SECOND CAUSE OF ACTION FOR BREACH**
24 **OF THE DUTY OF GOOD FAITH AND FAIR DEALING**
25 **(Against IDS Property Casualty Insurance Company**
26 **and DOES 1 through 50)**

27 34. Plaintiff refers to all preceding paragraphs and incorporates them in full
28 in this cause of action.

1 35. In every insurance policy there exists an implied duty of good faith and
2 fair dealing that the insurance company will not do anything to injure the rights of the
3 insured to receive the benefit of the policy. IDS breached its duty of good faith and fair
4 dealing owed to plaintiff, including but not limited to, the following respects:

- 5 a. Unreasonably and in bad faith, placed its own financial interests
6 ahead of its insured in violation of California's statutory,
7 regulatory and common law;
- 8 c. Unreasonably and in bad faith failed and refused to give at least as
9 much consideration to the interests of its insured as it gave its own
10 interests;
- 11 f. Unreasonably and in bad faith denied plaintiff's claim for property
12 damage when defendant knew and knows the claim is covered
13 under the policy;
- 14 g. Unreasonably and in bad faith withheld payment of sums due and
15 owing plaintiff;
- 16 h. Unreasonably and in bad faith failed to reasonably investigate and
17 process plaintiff's claim for benefits;
- 18 j. Unreasonably and in bad faith failed to search diligently for
19 evidence that supported payment of the claim;
- 20 k. Unreasonably and in bad faith denied claim based on inapplicable
21 policy exclusions;
- 22 m. Unreasonably and in bad faith compelled plaintiff to institute
23 litigation to recover amounts due under the insurance policy.

24 36. Plaintiff is informed, believes, and alleges that IDS breached its duty of
25 good faith and fair dealing by other acts and omissions of which he is presently
26 unaware of but which will be shown according to proof at trial.

27 37. IDS has a pattern and practice of using its claims department to achieve a
28 certain number of claim denials per year in order to save money and increase profits.

1 38. IDS has a pattern and practice of artificially limiting the scope of proper
2 dry out and demolition on water claims causing mold. IDS then denies payment for
3 water loss repairs, it should have initially covered, based on its \$10,000 mold exclusion.
4 IDS' conduct is intentional and designed to save money.

5 39. IDS' pattern of unfair practices constitutes a conscious course of wrongful
6 conduct that is firmly grounded in the established company policy of IDS.

7 40. Plaintiff is informed, believe and allege that IDS committed institutional
8 bad faith by other acts and omissions of which they are presently unaware of but will be
9 shown according to proof at trial.

10 41. IDS's conduct was undertaken or approved by its officers or managing
11 agents, who are and were responsible for claims supervision, operations,
12 communications, and decisions. This unreasonable conduct was undertaken on behalf
13 of IDS.

14 42. IDS had advance knowledge of the actions and conduct of said
15 individuals and the conduct was ratified, authorized and approved by IDS, including
16 managing agents whose precise identities are unknown to plaintiff at this time and
17 therefore identified and designated as Does 1 through 50.

18 43. As a further proximate result of IDS' unreasonable conduct plaintiff was
19 compelled to retain legal counsel to obtain the benefits due under the policy. IDS is
20 liable to plaintiff for attorney fees, witness fees and costs of litigation reasonably
21 necessary and incurred by them in order to obtain the policy's benefits.

22 44. IDS intended for its conduct to cause injury to plaintiff. IDS engaged in
23 despicable conduct carried out with a willful and conscious disregard of his rights
24 and/or subjected him to cruel and unjust hardship in conscious disregard of his rights.
25 IDS' conduct constituted an intentional misrepresentation, deceit or concealment of
26 material facts known to IDS with the intention of depriving plaintiff of property, legal
27 rights and/or of causing other injury. IDS' conduct constitutes malice, oppression or
28 fraud under California Civil Code § 3294, entitling plaintiff to punitive damages in an

1 amount appropriate to punish or set an example of IDS and deter future similar
2 conduct.

3 **THIRD CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION**

4 **(Against Martin Summers and DOES 1 through 50)**

5 45. Plaintiff refers to all preceding paragraphs and incorporate them in full in
6 this cause of action.

7 46. Martin Summers is a claim representative for IDS.

8 47. The California Court of Appeal, first appellate district, division two held
9 in *Bock v. Hansen*, 225 Cal. App. 4th 215 (2014) that an insurance adjuster may be held
10 liable to an insured under a negligent misrepresentation theory.

11 48. Plaintiff called IDS on September 5, 2013, and reported a water loss to
12 their home.

13 49. The adjuster assigned to the claim was Mr. Summers.

14 50. The theft claim and the water claim are covered losses under the IDS
15 Property Casualty Insurance Company policy.

16 51. The bathroom where the water loss occurred is directly over the kitchen.
17 Water entered wall cavities and wetted drywall behind the kitchen cabinets. Because
18 the kitchen cabinets are solid maple and expensive to replace IDS took a firm position
19 that they were not damaged by the water loss.

20 52. Mr. Summers told Mr. Lopez the upper kitchen cabinets were not
21 damaged by the water and the dry wall to which they are attached was not wet.

22 53. Mr. Summers would only approve water remediation to include drilling
23 holes in the lower cabinet toe kicks and injecting air into the cavities to dry water.

24 54. Due to unreasonable delay and underpayment of the claim Mr. Lopez and
25 his children were displaced from the home for over fourteen months because there was
26 insufficient money to accomplish repairs.

27 55. Mr. Lopez' son is severely epileptic and has daily special needs that must
28 be addressed. It was critical that Mr. Lopez have a safe, habitable home in which to live.

1 56. Mr. Lopez relied on the representations of Mr. Summers that the upper
2 cabinets were dry and the failure of IDS for proper demolition and dry out of the
3 kitchen that his home was safe and free of mold.

4 57. After fourteen months of waiting for IDS to complete the adjustment, Mr.
5 Lopez reasonably relied on defendants that his home was safe he patched it together
6 and returned.

7 58. Several months after returning to the home, Mr. Lopez' son began to have
8 increased difficulties including breathing issues and on more than one occasion was
9 taken to emergency. The representations of defendants caused the family to live in a
10 hold with mold contamination and wasted Mr. Lopez' insurance proceeds because he
11 cosmetically repaired a home that required demolition and remediation.

12 59. Mr. Lopez and his children continue to live in the mold contaminated
13 home because IDS refuses to pay for their additional living expenses.

14 60. Plaintiff was harmed because Mr. Summers negligently misrepresented
15 that the drywall behind the kitchen cabinets was not wet, demolition was not required
16 to accomplish dry out and there was no mold.

17 61. Mr. Summers had no basis to come to the conclusion that the drywall
18 behind the kitchen cabinets was not wet, demolition was not required to accomplish
19 dry out and there was no mold.

20 62. Due to Mr. Summers' negligent misrepresentation IDS financially
21 benefited and plaintiff was significantly financially harmed, his son had medical
22 consequences and Mr. Lopez suffered emotional distress.

23 63. Mr. Summers' representations were not true.

24 64. Although Mr. Summers may have honestly believed that the
25 representations were true, he had no reasonable grounds for believing the
26 representations were true when he made them.

27 65. Mr. Summers intended plaintiff to rely on his representations.
28

1 10. For punitive and exemplary damages in an amount appropriate to punish
2 or set an example of defendants;

3 11. For costs of suit incurred herein;

4 12. For such other and further relief as the Court deems just and proper.

5 **Third Cause of Action – Negligent Misrepresentation**

6 13. For economic and consequential damages;

7 14. For costs of suit incurred herein; and

8 15. Other relief as the Court deems just and proper.

9
10 Dated: December 28, 2015

SHERNOFF BIDART
ECHEVERRIA BENTLEY LLP

11
12
13 *Evangeline Grossman*
14 By: _____
15 EVANGELINE F. GROSSMAN
16 Attorney for Plaintiffs

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff, Steven Lopez, hereby demands a trial by jury.

19 Dated: December 28, 2015

SHERNOFF BIDART
ECHEVERRIA BENTLEY LLP

20
21 *Evangeline Grossman*
22 By: _____
23 EVANGELINE F. GROSSMAN
24 Attorney for Plaintiff

IDS Property Casualty Insurance Company
 3500 Packerland Drive
 De Pere, WI 54115-9070

NEW BUSINESS DECLARATION

CALIFORNIA
 SPECIAL (HO3)

POLICY NUMBER: BH02089441

POLICY PERIOD: 08/20/2013 - 08/20/2014
 12:01 AM Standard Time

LAPSE IN COVERAGE: NONE

Steven Lopez
 4746 w 191st st
 torrance, CA 90503

FOR CLAIMS SERVICE CALL:
 (800) 872-5246
 FOR CLIENT SERVICE CALL:
 1-800-535-2001

COVERAGES	LIMITS OF LIABILITY	PREMIUM
Property Protection Dwelling Coverage * Other Structures Coverage Personal Property Coverage (Replacement Cost) Additional Living Expense and Loss of Rents	\$469,300 \$46,930 \$351,975 \$93,860 Subject to \$2,000 Deductible	\$1,248.00 INCL INCL INCL
Personal Liability Protection Personal Liability Coverage Medical Payments to Others Coverage	\$300,000 per Occurrence \$5,000 per Person No Deductible Applies	\$31.00
Additional Charges and Credits CONVENIENCE FEE*** CREDIT APPLIED AGE OF HOME CREDIT ALARM - SMOKE DETECTOR DEADBOLT DISCOUNT CENTRAL STATION FIRE AND BURGLAR ALARMS LOSS ASSESSMENT COVERAGE PERSONAL INJURY SCHEDULED PERSONAL POSSESSIONS WORKERS COMPENSATION OR EMPLOYERS LIABILITY	N/A \$1,000 SEE POLICY SEE SCHEDULE SEE POLICY	\$44.00 -\$433.91 INCL \$13.00 \$63.00 INCL
SUBTOTAL A		\$965.09
SUBTOTAL B (from reverse side)		\$0.00
TOTAL ANNUAL PREMIUM		\$965.09

Coverage is provided only when both a premium and limit are shown.

* Replacement cost up to 125% of dwelling limit of liability. The limit of liability for this structure (Dwelling Coverage) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area and specific information that you have provided about your home.

*** Convenience Fee is \$4 per monthly installment if payment is made by credit/debit card or \$1 per monthly installment for a preauthorized withdrawal method.



COVERAGES	LIMITS OF LIABILITY	PREMIUM
Additional Charges and Credits		
SUBTOTAL B		\$0.00

1st MORTGAGE	2nd MORTGAGE
LOAN NUMBER:	LOAN NUMBER:
ADDITIONAL INSURED PERSONS	
LOAN NUMBER:	LOAN NUMBER:
LOAN NUMBER:	LOAN NUMBER:
OTHER PROPERTY INFORMATION	
<p>Location of Property Insured 4746 W 191st St Torrance, CA 90503</p> <p>Legal Property Description</p>	

This endorsement changes the policy. Please read it carefully.

Amendment of Policy Provisions - California

Definitions Used Throughout This Policy

The following definition is added:

Fungi means any type or form of fungus, including but not limited to mold, mildew, bacterium, parasitic, microorganisms, wet or dry rot, and any mycotoxins, spores, scents or by-products produced or released by **fungi**.

Throughout the remaining policy, the word fungus is now changed to **fungi** and is bolded.

Section I - Property Protection

The following is added to the beginning of this section:

Throughout this section, the following is added to any provision which uses the term actual cash value.

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss, with material of like kind and quality, subject to a deduction for deterioration, depreciation or obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

The following provision is added after the Food Spoilage Provision (except in the Tenant Form where it is added after the Loss Assessment provision):

(Special Form only)

Mold or Fungi

We will pay up to an aggregate of \$10,000 for direct physical loss to property covered under Dwelling Coverage, Other Structures Coverage, Personal Property Coverage and Additional Living Expense if the mold or **fungi** is the direct result of a covered loss that occurs during the policy period, caused by a

peril we insure against. This coverage does not apply if the loss results from the **insured person's** failure to reasonably maintain or protect the property from further damage following a covered loss.

This includes the cost to tear out and replace any part of the building or other covered property as needed to gain access to the mold or **fungi** and the cost of testing of air or property to confirm the absence, presence or level of mold or **fungi** whether performed prior to, during, or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of mold or **fungi**.

This is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the number of locations insured under this endorsement or the number of claims made. Loss payment will not be limited by the terms of this Additional Coverage except to the extent that mold or **fungi** causes an increase in the loss. This coverage does not increase the limit of liability applying to the damaged covered property.

(Condominium Form only)

The first paragraph of the Mold or Fungi provision is as follows:

We will pay up to an aggregate of \$10,000 for direct physical loss to property covered under Dwelling Coverage, Personal Property Coverage and Additional Living Expense if the mold or **fungi** is the direct result of a covered loss that occurs during the policy period, caused by a peril we insure against. This coverage does not apply if the loss results from the **insured person's** failure to reasonably maintain or protect the property from further damage following a covered loss.

(Tenant Form only)

The first paragraph of the Mold or Fungi provision is as follows:



We will pay up to an aggregate of \$10,000 for direct physical loss to property covered under Personal Property Coverage and Additional Living Expense if the mold or **fungi** is the direct result of a covered loss that occurs during the policy period, caused by a peril we insure against. This coverage does not apply if the loss results from the **insured person's** failure to reasonably maintain or protect the property from further damage following a covered loss.

(Condominium Form only)

Perils We Insure Against

Number 14, letter d) is replaced by the following:

- d) caused by continuous or repeated seepage or leaking of water, steam, humidity, moisture or vapor over a period of weeks, months or years; or

(Special Form only)

Exclusions

Number 6 under Dwelling and Other Structures is replaced by the following:

- 6. Continuous or repeated seepage or leakage of water, steam, humidity, moisture, or vapor from within a plumbing, heating, automatic fire protection sprinkler or air conditioning system or from within a household appliance which occurs over a period of weeks, months or years.

Section II - Personal Liability Protection

Exclusions

Number 11 is added as follows:

- 11. **Bodily injury or property damage** arising directly or indirectly, in whole or in part, out of the actual, alleged, or threatened inhalation, ingestion, contact with, exposure to, existence of, or presence of any mold or **fungi**.

Other Coverages

The following provision is added to the Limited Earthquake section:

Building Ordinance or Law Coverage

We will pay up to \$10,000 for expenses **you** incur for reconstruction costs required to bring **your** insured dwelling up to current local building code standards as part of the approval of the reconstruction permit process after an earthquake.



Your Safety Pays Home Policy

California

Special Form



Your Policy at a Glance

Agreement	1
Definitions Used Throughout This Policy	1
Section I - Property Protection	1
Dwelling Coverage	1
Other Structures Coverage	2
Personal Property Coverage	2
Special Limits on Certain Property	2
Additional Living Expense and Loss of Rents Coverage	3
Additional Coverages	3
Deductible	4
Perils We Insure Against	4
Exclusions	5
Conditions	6
Section II - Personal Liability Protection	8
Personal Liability Coverage	8
Medical Payments to Others Coverage	8
Additional Coverages	8
Exclusions	9
Conditions	10
General Policy Conditions Applying To Section I And Section II	10
Assignment	10
Cancellation	11
Nonrenewal	11
Concealment or Fraud	11
Changes	11
Our Right to Recover Payment	11
Policy Period	11
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Please Read This Policy Carefully
It is a contract between you and us.

Agreement

We agree with you, in return for your premium payment, to provide insurance subject to all the terms of this policy. The coverages provided, the limits of our liability and the premiums are shown in the declarations of this policy.

Definitions Used Throughout This Policy

The terms defined below appear in bold throughout this policy:

You and your means the Policyholder named in the declarations and spouse if living in the same household.

We, us, and our means IDS Property Casualty Insurance Company.

Bodily injury means bodily harm, sickness or disease, and includes required care, loss of services and resulting death. This does not include punitive or exemplary damages.

Business means:

1. any full or part-time trade, profession or occupation including farming;
2. the rental or holding for rental of any premises by an **insured person**; and
3. the provision of home day care services if an **insured person**:
 - a) regularly provides such services to a person or persons other than **insured persons**; and
 - b) receives compensation for such services. Mutual exchange of such services is not considered to be compensation.

The rendering of such services to a relative of an **insured person** is not to be considered a **business**.

Insured person means:

1. **you**;
2. **your** relatives residing in **your** household; and
3. any other person under the age of 21 residing in **your** household who is in **your** care or the care of a resident relative.

Under Section II - Personal Liability Protection, **insured person** also means:

4. a person or organization legally responsible for animals or watercraft covered by this policy and owned by a person in points 1., 2. or 3. noted above. But we will cover that person or organization only with respect to those animals or watercraft. We will not cover a person or organization using or having custody of animals or watercraft in the course of any **business** or without permission of the owners;
5. with respect to a vehicle covered by this policy, an employee of a person in points 1., 2. or 3. noted above, while engaged in the employment of that person; and
6. with respect to a vehicle covered by this policy, any other person using the vehicle with **your** permission on an **insured premises**.

Insured premises means:

1. the **residence premises**;

2. any other premises acquired by **you** during the term of this policy which **you** intend to use as a residence;
3. the part of any other premises where **you** reside and which is shown in the declarations;
4. part of a premises not owned by an **insured person** where the **insured person** may be temporarily residing or which an **insured person** may occasionally rent for non-**business** purposes;
5. vacant land, other than farmland, owned by or rented to an **insured person**;
6. cemetery plots or burial vaults owned by an **insured person**;
7. land on which a single or two family residence is being built for an **insured person**, if the land is owned by or rented to the **insured person**; and
8. structures or grounds used by **you** in connection with **your residence premises**.

Occurrence means an accident which is unexpected or unintended from your standpoint resulting in **bodily injury** or **property damage** during the policy period. It also includes repeated or continuous exposure to substantially the same general harmful conditions.

Pollution or contamination means the discharge, dispersal, release, escape or presence of:

1. smoke, vapors, soot, fumes;
2. acids and alkalis;
3. toxic chemicals and substances containing toxic chemicals;
4. liquids and gases;
5. waste materials; or
6. other pollutants, contaminants or irritants.

Property damage means physical injury to, destruction of or loss of use of tangible property. This does not include punitive or exemplary damages.

Residence employee means an employee of an **insured person** whose duties are in connection with the maintenance or use of the **residence premises**, including household or domestic services, or who performs similar duties elsewhere not in connection with an **insured person's business**.

Residence premises means the one family dwelling where **you** reside including the building, the grounds and other structures on the grounds.

Residence premises also means that part of any other building where **you** reside.

Such dwellings or buildings must be described in the declarations.

Section I - Property Protection

Dwelling Coverage

We cover:

1. **Your** dwelling, including structures attached to it, at the **residence premises**. The dwelling must be used principally as a private residence.
2. Construction material at or next to the **residence premises** for use in connection with **your** dwelling.

We do not cover any land.

Other Structures Coverage

We cover:

1. Other structures at the residence premises not attached to the dwelling, or connected to the dwelling by only a utility line, fence or similar connection.
2. Construction material at or next to the residence premises for use in connection with other structures.

We do not cover any land.

We do not cover loss to structures:

1. used in whole or in any part for business; or
2. rented or held for rental in whole or in part to a person other than a tenant of the dwelling, unless used solely for or as a private garage.

Personal Property Coverage

We cover personal property owned or used by an insured person anywhere in the world. Any personal property, which is usually at an insured person's residence other than the residence premises, is covered for up to 10% of the Personal Property Coverage limit but not less than \$1,000. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after you begin to move the property there.

If you ask us to, we will cover personal property owned by others while it is on the part of the residence premises occupied exclusively by an insured person. Also, if you ask us, we will cover personal property of a house guest or residence employee in any residence occupied by an insured person. Your request that we cover such property may be submitted before or after a loss, except requests to cover property of live-in friends, which must be submitted before a loss occurs.

We do not cover:

1. Animals, birds or fish.
2. Land motorized vehicles and their equipment and accessories while in or upon the vehicles. We do cover those vehicles not licensed for road use if:
 - a) used to service the residence premises; or
 - b) designed to assist the handicapped.
3. Any type of aircraft and their parts and equipment, whether assembled or not. But we do cover model airplanes not used or designed for transporting cargo or persons.
4. Property of roomers and boarders not related to an insured person, or property of tenants.
5. Business data, including business data stored in:
 - a) electronic data processing software media, such as tapes, wire and discs; or
 - b) paper records, such as books of account and drawings.

But, we do cover the cost of:

- a) unexposed or blank media or records; and
 - b) prerecorded computer programs which are available on the retail market.
6. Property rented or held for rental to others by an insured person while away from the residence premises.
 7. Property in an apartment regularly rented or held for rental to others

(except roomers or boarders) by an insured person.

8. Radios, tape players, compact disc players and other devices for the recording, reproduction, detection, receiving or transmitting of signals; sound or pictures which may be operated by power from the electrical system of a land motorized vehicle while in or upon that vehicle. Accessories to these devices, including antennas, tapes, wires, discs and records or other media for use with such devices are not covered while in or upon a land motorized vehicle.
9. Property specifically described and insured by this or any other insurance.

Special Limits on Certain Property

Special limits apply to the following groups of personal property. These limits do not increase the amount of insurance under Personal Property Coverage. The limit of insurance for each group is the maximum we will pay for any one occurrence for all property included in the group:

Limit of Insurance Personal Property Group

- | | |
|---------|---|
| \$200 | Money, bank notes, bullion, coins and medals and other numismatic property and precious metal including platinum, gold and silver, but not goldware or silverware. |
| \$250 | Property, away from the residence premises, used for business purposes in any way or at any time. |
| \$1,000 | Securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, passports, manuscripts, tickets, stamps and other philatelic property. |

The limit of insurance:

- a) applies to this group regardless of the medium (such as paper or computer software) on which the material exists; and
- b) includes all costs to research, restore or replace the information from the lost or damaged material.

- | | |
|---------|--|
| \$1,000 | Cemetery markers, headstones and urns. |
| \$1,000 | Watercraft, including their trailers, furnishing, equipment and onboard motors. |
| \$1,000 | Campers and trailers not used with watercraft. |
| \$2,500 | Theft of firearms and accessories. |
| \$2,500 | Theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including gold, silver or pewter. |
| \$3,000 | All risk of physical loss to jewelry, precious and semi-precious stones, gems, watches and furs, including any article containing fur which represents its principal value. The maximum limit we will pay under this coverage will be \$1,000 on any one item, \$3,000 in the aggregate. This coverage is subject to the deductible shown in the declarations and to the following exclusions: <ol style="list-style-type: none">a) wear and tear, gradual deterioration, insects, vermin or inherent vice;b) nuclear reaction, radiation or radioactive contamination;c) war, revolution or insurrection; andd) failure to take all reasonable steps to protect the property from any further damage after a loss. |
| \$3,000 | Personal computers and equipment including all software |

and accessories.

\$3,000 Fine arts including paintings, drawings, prints, photographs, sculpture, ceramics, textiles and tapestries, antique furniture, glasswork and curios, and other bona fide works of art, of rarity or historical value that cannot be replaced.

Additional Living Expense and Loss of Rents Coverage

If a covered loss makes **your residence premises** uninhabitable, we will pay, at **your** option, either:

1. the reasonable increase in **your** living expenses necessary to maintain **your** normal standard of living while **you** live elsewhere; or
2. the fair rental value of the part of the **residence premises** where **you** reside, less any charges and expenses which do not continue while the **residence premises** is uninhabitable. This option is not available to **you** if the **residence premises** is not **your** principal place of residence.

We will pay for the shortest time needed:

1. to repair or replace the damaged property; or
2. for **you** to permanently relocate.

We will also pay for **your** loss of normal rents resulting from a covered loss while the rented part of a **residence premises** is uninhabitable, less charges and expenses which do not continue during that time. We will pay this loss of normal rents only for the shortest time needed to make the rented part habitable.

If damage caused by a peril we insure against occurs at a neighboring premises, we will pay reasonable additional living expenses and loss of normal rents for up to two weeks should civil authorities prohibit occupancy of the **residence premises**.

These periods of time will not be shortened by the expiration of this policy.

We will not pay for loss or expense due to the cancellation of a lease or agreement.

No deductible will apply to these coverages.

Additional Coverages

Debris Removal

We will pay reasonable expenses you incur to remove debris of covered property following a loss from a peril we insure against.

We will also pay reasonable expenses you incur to remove ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property within a building.

If the damage to that property and the cost of debris removal is more than our limit of liability for the property, we will pay up to an additional 10% of that limit for debris removal.

We will also pay **your** reasonable expense, up to \$500 for the removal from the **residence premises** of:

1. **your** tree(s) felled by the peril of Windstorm or Hail;
2. **your** tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
3. a neighbor's tree(s) felled by a Peril We Insure Against under Personal Property Coverage;

provided the tree(s) damages a covered structure. The \$500 limit is the most

we will pay in any one loss regardless of the number of fallen trees.

Fire Department Charges

We will pay up to \$500 for **your** liability under an agreement for service charges made by a fire department when called to save or protect **your** covered property from a peril we insure against. We will not pay if the covered property is within the limits of the city, municipality, or protection district which provides the fire department response. Payments are in addition to the amount of insurance applying to the loss.

No deductible applies to this coverage.

Credit Card, Charge Plate, Fund Transfer Card, Check Forgery and Counterfeit Money Coverages

Credit Card, Charge Plate and Fund Transfer Card Coverage:

If an **insured person** is legally required to pay for the unauthorized use of a credit card or charge plate issued to the **insured person**, we will cover the loss. We will also pay for loss which results from unauthorized use of a fund transfer card issued to an **insured person**. A fund transfer card is one used for deposit, withdrawal or transfer of funds. But we will not cover use of the credit card, charge plate or fund transfer card by a resident of **your** household. We also will not cover use by someone to whom an **insured person** has given the card or plate. We will not cover any use unless the **insured person** has met all the terms under which the card or plate was issued.

Check Forgery Coverage:

We cover loss to an **insured person** caused by forgery or alteration of a check. This includes all negotiable instruments.

Counterfeit Money Coverage:

We cover loss sustained by an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

We will not pay more than \$1,000 for any one loss involving one or more of these coverages. Repeated losses caused by one person or in which one person is involved are to be considered one loss.

We do not cover any loss that arises from **business** pursuits or dishonesty of the **insured person**.

No deductible applies to these coverages.

If a claim is made or suit is brought against the **insured person** for liability under the Credit Card, Charge Plate or Fund Transfer Card Coverage, we will defend the **insured person**. We will use our lawyers and bear the expense.

We may at our option and at our expense, defend the **insured person** or that person's bank against a suit to enforce payment under the Check Forgery Coverage.

We may investigate any claim or settle any suit as we think appropriate.

We will not defend after we have paid an amount equal to the limit of our liability.

Emergency Removal of Property

We will pay for property damaged in any way being removed or while removed from a premises because of danger from a peril we insure against. Coverage is limited to a 30-day period from date of removal. Payments will not increase the amount of insurance applying to the covered property.

Necessary Repairs After Loss

We will pay the reasonable cost you incur for necessary repairs made solely to protect covered property from additional damage following a loss from a peril we insure against. Payments will not increase the amount of insurance applying to the covered property.

Trees, Shrubs, Plants and Lawns

We will pay up to 5% of the limit of insurance under Dwelling Coverage for loss to trees, shrubs, plants and lawns at the **residence premises**. Coverage applies to loss caused by the following perils we insure against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the **residence premises**, Vandalism or Malicious Mischief or Theft. Payments are in addition to the amount of insurance applying to Dwelling Coverage.

We will not pay for:

1. more than \$500 on any one tree, shrub or plant; and
2. trees, shrubs, plants or lawns grown for **business** purposes.

Collapse

We cover risk of direct physical loss involving collapse to property insured under the Dwelling, Other Structures and Personal Property Coverages only if:

1. the loss involves collapse of a building or part of a building; and
2. the collapse is caused by any of the following:
 - a) decay that is hidden from view, unless the presence of such decay is known to an **insured person** prior to collapse;
 - b) insect or vermin damage that is hidden from view, unless the presence of such damage is known to an **insured person** prior to collapse;
 - c) weight of people, contents, animals, equipment and/or furniture;
 - d) defective material or defective methods used in construction, reconstruction, renovation or remodeling;
 - e) weight of rain which collects on a roof; or
 - f) Perils We Insure Against in this policy.

With respect to Collapse:

1. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
2. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
3. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
4. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

Under points 2. a), b), c), d) and e) noted above, coverage does not apply to loss to the following unless damage is caused directly by collapse of a building:

awnings, fences, pavements, patios, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves or docks.

This coverage does not increase the amount of insurance applying to the covered property.

Loss Assessment

We will pay up to \$1,000 for **your** share of any loss assessment charged against you as owner or tenant of the **residence premises** by an association or corporation of property owners if the assessment is made as a result of direct loss caused by a peril we insure against to property owned by all members collectively.

We will not pay if the loss is caused by earthquake or land shock waves or tremors which occur before, during or after a volcanic eruption. We will not

pay for any loss assessments charged by a governmental body.

Lock Replacement

We will pay up to \$100 per **occurrence** for necessary replacement of locks when the keys to the **residence premises** are stolen in a covered theft loss. No deductible applies to this coverage.

Food Spoilage

We will pay up to \$500 per **occurrence** for spoilage of food in a freezer or refrigerator on the **residence premises** resulting from power failure. Power failure means the failure of power or other utility service if the failure takes place off the **residence premises**. No deductible applies to this coverage.

Deductible

We will pay for loss to covered property minus the deductible, if any, shown in the declarations.

Perils We Insure Against

We cover risk of direct physical loss to property insured under the Dwelling and Other Structures Coverages except for losses excluded elsewhere under this policy.

We cover risk of direct physical loss to property insured under Personal Property Coverage caused by any of the following perils unless the loss is excluded elsewhere under this policy.

1. Fire or lightning
2. Windstorm or hail

This does not include loss:

- a) to property in a building caused by rain, snow, sand, sleet or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters; or
- b) to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building.

3. Explosion
4. Riot or civil commotion, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles
7. Smoke, if the loss is sudden and accidental.

This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism or malicious mischief
9. Theft or attempted theft, including loss of property from a known place if it is likely that a theft has occurred.

This peril does not apply to theft:

- a) committed by an **insured person**;
- b) in or from a dwelling under construction or of construction material and supplies until completed and occupied; or
- c) from the part of the **residence premises** rented to a person other than an **insured person** by an **insured person**.

This peril does not apply away from the **residence premises** to theft of:

- a) property while in any other dwelling or its premises owned, rented or occupied by an **insured person** except while an **insured person** is temporarily residing there. Property of an **insured person** who is a student is covered at a residence away from home if the student has been there at any time during the 45 days immediately before the loss; or
- b) watercraft and its equipment, outboard motors, campers and trailers.

10. Falling objects

This peril does not apply to loss to property within a building unless the falling object first damages the exterior of the building. We do not cover damage to the falling object.

11. Weight of ice, snow or sleet which damages property in the building.

12. Sudden and accidental tearing apart, cracking, burning or bulging of a heating, air conditioning or automatic fire protection sprinkler system or a water heating appliance.

This peril does not apply to loss which is caused by or results from freezing.

13. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protection sprinkler system or household appliance.

This peril does not apply to loss:

- a) to the appliance from which the water or steam escapes;
- b) caused by or resulting from freezing except as provided in the Peril of Freezing; or
- c) on the **residence premises** caused by accidental discharge or overflow which occurs off the **residence premises**.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

14. Freezing of plumbing, heating and air conditioning, or automatic protection sprinkler systems and household appliances.

15. Sudden and accidental loss caused by artificially generated electrical currents. This peril does not apply to tubes, transistors or other electronic components.

16. Damage by glass or safety glazing material which is part of a covered building, storm door or storm window.

This peril does not include loss on the **residence premises** if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

17. Volcanic eruption. We do not cover loss caused by earthquake or land shock waves or tremors which occur before, during or after a volcanic eruption. All eruptions that occur within a period of 72 hours will be considered one volcanic eruption.

Exclusions

We do not cover loss caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss:

1. Enforcement of an ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. We do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a peril we insure against.
2. Earthquake including land shock waves or tremors before, during or after volcanic eruption, landslide, mudflow, earth sinking, rising or

shifting. We do cover direct loss that follows caused by fire, explosion, breakage of building glass, storm door or storm window glass or safety glazing material or theft.

3. Water damage, meaning:

- a) flood, surface water, waves, tidal water or overflow of a body of water. We do not cover spray from any of these, whether or not driven by wind;
- b) water which backs up through sewers or drains or which overflows from a sump; or
- c) water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

We do cover direct loss that follows, caused by theft, fire or explosion.

4. Failure or interruption of power or other utility service which occurs away from the **residence premises**. We will pay only for loss caused by a peril we insure against that ensues at the **residence premises**.

5. Freezing of plumbing, heating or air conditioning or automatic protection sprinkler systems or domestic appliances, or by discharge, leakage or overflow from the system or appliance caused by freezing while the building is vacant or unoccupied unless you take precautions to:

- a) shut off the water supply and drain the systems and appliances of water; or
- b) maintain heat in the building.

6. Neglect of an **insured person** to use all reasonable means to save or protect covered property at and after the time of loss, or if endangered by a loss we cover.

7. War (declared or undeclared), civil war, insurrection, rebellion or revolution.

8. Nuclear action, meaning nuclear reaction, radiation, radioactive contamination or discharge of a nuclear weapon even if accidental, or any consequence of any of these.

Loss caused by nuclear action is not considered loss by perils of fire, explosion or smoke.

Direct loss by fire resulting from nuclear action is covered.

9. Intentional loss, meaning any loss arising out of any act an **insured person** commits or conspires to commit with the intent to cause a loss.

In the event of such a loss, no **insured person** is entitled to coverage, even **insured persons** who did not commit or conspire to commit the act causing the loss.

However, this exclusion will not apply to deny an **insured person's** claim for an otherwise covered property loss under this policy if such a loss is caused by an act of domestic violence by another **insured person** under this policy and the **insured person** claiming the property loss:

- a) did not cooperate in or contribute to the creation of the loss; and
- b) cooperates in any investigation relating to the loss.

We may apply reasonable standards of proof for such claims.

Any payment to an **insured person** is limited to that **insured person's** insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in the property. In no event will we pay more than the Limit of Liability.

Under Dwelling and Other Structures Coverages, we do not cover loss resulting directly or indirectly from:

1. Weather conditions which contribute in any way with any of the events excluded in exclusions 1 through 9 above to cause the loss;
2. Acts or decisions of any person, group, organization or governmental body, or their failure to act or decide;
3. Faulty, inadequate or defective:
 - a) construction, reconstruction, repair, remodeling or renovation;
 - b) materials used on construction, reconstruction, repair, remodeling or renovation;
 - c) design, workmanship, specifications;
 - d) siting, surveying, zoning, planning, development, grading or compaction; or
 - e) maintenance of a part or all of the residence premises or any other property;
4. Wear and tear; marring or scratching; deterioration; damage which occurs over a period of time, or from lack of normal maintenance; defective materials and workmanship; inherent vice; latent defect; mechanical breakdown; fungus; rust; mold; wet or dry rot; discharge, dispersal or release of pollutants or contaminants; smog; smoke from agricultural smudging or industrial operations; settling, cracking, shrinkage, bulging or expansion of pavement, patios, foundations, walls, floors, roofs or ceilings; birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped;

5. Theft in or from a dwelling under construction or of construction materials and supplies until completed and occupied;
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Continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, automatic fire protection sprinkler or air conditioning system or from within a household appliance which occurs over a period of weeks, months or years;
7. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock;
8. Vandalism or malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A building under construction is not considered vacant; or
9. Collapse of a building or any part of a building except as provided under Additional Coverage - Collapse.

Ensuing loss under items 1 through 9 is covered, if not otherwise excluded in this policy.

Conditions

What to do in case of loss

If a covered loss occurs, the insured person must:

1. give us notice as soon as reasonably possible. In case of theft, also notify the police. In case of loss under Credit Card, Charge Plate, Fund Transfer Card and Check Forgery Coverages, also notify the issuer of card or plate or the bank;
2. protect the property from further damage, making necessary and reasonable repairs to protect the property, and keeping records of the

costs of repairs;

3. make a list of all damaged or destroyed property, showing in detail quantities, description, replacement cost and amount of loss claimed;
4. send to us, within 60 days after the notice of loss, the above list and a proof of loss signed and sworn to by the insured person, including:
 - a) the date, time and cause of loss;
 - b) the interest of insured persons and all others in the property;
 - c) all encumbrances on the property;
 - d) other policies covering the loss;
 - e) changes in title, use, occupancy or possession of the property during the policy period; and
 - f) if required, any plans and specifications of the damaged buildings or fixtures;
5. exhibit the damaged property to us or our representative, as often as may be reasonably required;
6. submit to examinations under oath by any person named by us and sign the transcript of the examinations;
7. produce for examination, with permission to copy, all books of account, bills, invoices, receipts and other vouchers as we may reasonably require;
8. produce receipts for any increased costs to maintain your standard of living while you reside elsewhere, and records pertaining to any loss of rental income; and
9. in case of loss under Credit Card, Charge Plate, Fund Transfer Card, Check Forgery and Counterfeit Money Coverages, produce evidence or affidavit that supports the claim, stating the amount and cause of loss.

How losses are settled

1. Under Personal Property Coverage:

Loss to personal property will be settled at the replacement cost value of the damaged property at the time of loss. If the replacement cost for the entire loss is greater than \$500, we will not be liable for full replacement cost until actual repair or replacement is completed.

We also reserve the right to replace any item(s) damaged or lost without obligation to replace all items.

You may make a claim for loss on an actual cash value basis. Then, within 180 days after the loss, you may claim any additional costs in accordance with the replacement cost provision.

The replacement cost of a single item of personal property is limited to the amount it would cost to replace it with a similar item of like kind and quality.

The types of personal property listed below will not qualify for replacement cost settlement:

- a) paintings, drawings, prints, photographs, sculpture, ceramics, textiles and tapestries, antique furniture, glasswork and curios, and other bona fide works of art of rarity or historical value that cannot be replaced;
- b) articles which age or history contributes substantially to their value including, but not limited to, memorabilia, souvenirs and collectors' items; and
- c) property which because of age or condition has become obsolete or unusable for its original intended purpose.

Loss will be settled at the actual cash value of the damaged property at the time of loss but not more than the amount required to repair or replace. Actual cash value includes deduction for depreciation.

We will pay no more than the smallest of the following:

- a) four times the actual cash value of the item at the time of loss;
- b) the replacement cost of the item at the time of loss;
- c) the amount actually and necessarily spent by the insured for repairing or restoration;
- d) the limit of liability applying to Personal Property Coverage; or
- e) any special limits in the policy.

2. Under Dwelling and Other Structures Coverages:

Covered property losses are settled as follows:

Buildings under Dwelling or Other Structures Coverages at replacement cost without deduction for depreciation, subject to the following:

- a) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (i) 125 percent of the Dwelling Coverage limit of liability;
 - (ii) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (iii) the necessary amount actually spent to repair or replace the damaged building.
- b) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (i) the actual cash value of that part of the building damaged; or
 - (ii) the proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of the insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- c) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (i) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (ii) those supports in (i) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (iii) underground flues, pipes, wiring and drains.

We will pay only the actual cash value of the damaged property until actual repair or replacement is completed.

We will not pay costs to repair or replace portions of a dwelling or other structure not directly damaged by a covered peril in this policy, regardless if replacement materials that reasonably match the existing materials on the dwelling or other structure are no longer manufactured or are otherwise unavailable.

You may make a claim for loss on an actual cash value basis. Then, within 180 days after the loss, you may claim any additional costs in accordance with the replacement cost provision.

Your Obligations:

- a) You must agree to an adjustment of the limit of liability for Dwelling Coverage equal to:
 - (i) 100% of the replacement cost of your dwelling; and
 - (ii) increases caused by inflation. You must pay the adjusted premium.
- b) You must notify us within 90 days of the start of any alterations or additions which will increase the value of your dwelling or other structures by \$5,000 or more. If you fail to notify us within 90 days, our payment will not exceed the limit of liability shown in the declarations.

We may make a cash settlement and take all or part of the damaged property at its appraised or agreed on value, or repair or replace the damaged property with property of like kind and quality. We must give you notice of our intention within 30 days after we receive your proof of loss.

Appraisal

If you and we fail to agree on the actual cash value or amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the actual cash value and loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the actual cash value or amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the actual cash value or amount of loss.

Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expenses of the appraisal.

Insurable Interest

We will not pay more than the insurable interest an insured person has in the covered property at the time of loss.

Abandoned property

We are not obliged to accept abandoned property.

Recovered property

If property for which we have made payment is recovered by you or us, you or we will notify the other of the recovery. You will have the option of keeping the property or having it become our property. If you keep the property, you will repay the amount you received for that property.

Loss to a pair or set

We may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the difference between the actual cash value of the property before and after the loss.

Glass replacement

Loss for damage to glass caused by a Peril insured against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

Our payment of loss

We will adjust any loss with you and pay you unless another payee is named in the policy or is legally entitled to be paid. We will pay within 30 days after we receive your proof of loss and the amount of loss is finally determined by:

- 1. agreement between you and us;



2. a court judgment; or
3. an appraisal award.

Mortgagee

Loss shall be payable to any mortgagee named in the declarations, to the extent of their interests and in the order of precedence. Mortgagee includes a trustee under a trust deed or a contract seller under a land contract.

Our duties

We will:

1. protect the mortgagee's interests in the insured building. This protection will not be invalidated by any act or neglect of any **insured person**, breach of warranty, increase in hazard, change of ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
2. give the mortgagee 10 days notice before canceling this policy.

Mortgagee's duties

The mortgagee will:

1. furnish proof of loss within 60 days if the **insured person** fails to do so;
2. pay upon demand any premium due if the **insured person** fails to do so;
3. notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
4. give us the right of recovery against any party liable for loss; but giving us this right will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim; and
5. after a loss, permit us to satisfy the mortgagee requirement and receive full transfer of the mortgage.

Provisions relating to Appraisal, Suit Against Us and Payment of Loss apply to the mortgagee.

Suit against us

We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

No benefit to bailee

This insurance will not, in any way, directly or indirectly, benefit any person or organization who may be caring for or handling property for a fee.

Other insurance

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

Section II - Personal Liability Protection

Personal Liability Coverage

We will pay all sums arising out of any one occurrence which an **insured person** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** covered by this policy. If a claim is made or suit is brought against the **insured person** for liability under this coverage, we will defend the **insured person** at our expense, using lawyers of our choice. We are not obligated to defend after we have paid an amount equal

to the limit of our liability. We may investigate or settle any claim or suit as we think appropriate.

Medical Payments to Others Coverage

We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, prosthetic devices, eye glasses, hearing aids and pharmaceuticals, and ambulance, hospital, licensed nursing and funeral services. These expenses must be incurred or medically ascertained within three years from the date of an accident causing **bodily injury** covered by this policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on an **insured premises** with the permission of an **insured person**, or
2. elsewhere, if the **bodily injury**:
 - a) arises out of a condition on the **insured premises** or the ways immediately adjoining;
 - b) is caused by the activities of an **insured person** or **residence employee** in the course of employment by an **insured person**;
 - c) is caused by an animal owned by or in the care of an **insured person**; or
 - d) is sustained by a **residence employee** arising out of and in the course of employment by an **insured person**.

We do not cover injury to:

1. **insured persons**; or
2. any other person, except a **residence employee**, who resides regularly on any part of an **insured premises**.

We may pay the injured person, the party that renders the medical services or the person responsible for payment of the medical expenses.

Payment under this coverage is not an admission of liability by us or an **insured person**.

Additional Coverages

We will pay, in addition to our limit of liability:

Damage to Property of Others

Up to \$500 per occurrence for **property damage** to property owned by others caused by an **insured person**. Payment will be on a replacement cost basis. But, we will not pay for **property damage**:

1. caused intentionally by an **insured person** who has attained the age of 13;
2. to property owned by an **insured person** or owned by or rented to a tenant of an **insured person** or a resident of your household;
3. arising out of:
 - a) an act or omission in connection with a premises (other than **insured premises**) owned, rented or controlled by an **insured person**;
 - b) **business pursuits**; or
 - c) ownership, maintenance or use of a land motor vehicle, trailer, aircraft or watercraft. We will pay for **property damage** arising out of ownership, maintenance or use of a land motor vehicle designed for recreational use off public roads, if not subject to motor vehicle registrations and not owned by an **insured person**; or
4. to the extent of insurance available under Section I of this policy.

The Following Expenses

1. All costs we incur in the settlement of a claim or defense of a suit.
2. Interest on the entire amount of damages awarded in a suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability.
3. Premiums on bonds required in a suit we defend. But, we will not pay the premium for the portion of a bond amount that is greater than our limit of liability.
4. The cost of appeal bonds if we decide to appeal. We will also pay interest on the full amount of the judgment, even if the judgment is higher than the limit of liability.
5. Loss of earnings up to \$100 a day, but not other income, when we ask you to help us investigate or defend any claim or suit.
6. Other reasonable expenses incurred at our request.

First Aid Expenses

Expenses for immediate medical and surgical treatment for persons other than insured persons at the time of the accident. We will pay only expenses which an insured person incurs for treatment of bodily injury covered by this policy.

Loss Assessment

We will pay up to \$1,000 for your share of any loss assessment charged against you as an owner or tenant of the residence premises by an association or corporation of property owners if the assessment is made as a result of (a) an occurrence covered under Section II of this policy or (b) the liability for an act of a director, trustee, or officer in the capacity of director, trustee or officer. The director, trustee or officer must be elected by the members of the association or corporation and must serve without pay for performing duties as director, trustee or officer.

We will not pay for any loss assessments charged by a governmental body.

Exclusions

Under Personal Liability Coverage and Medical Payments to Others Coverage, we do not cover:

1. **Bodily injury or property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of or entrustment to anyone by an insured person or of parental liability imposed by law for the actions of a minor using:
 - a) any type of aircraft and their parts and equipment, whether assembled or not. We do cover model airplanes not used or designed for transporting cargo or persons;
 - b) a land motor vehicle designed for use on public roads, or any trailer while it is used with such vehicle, other than a recreational land motor vehicle, owned or operated by or rented or loaned to an insured person.

We do provide coverage if the land motor vehicle is not subject to motor vehicle registration because it is:

 - (i) used exclusively on the insured premises; or
 - (ii) kept in dead storage on the insured premises;

We cover a land motor vehicle not subject to motor vehicle registration and designed to assist the handicapped;
- c) a recreational land motor vehicle, other than a golf cart while used for golfing, owned by an insured person, if the bodily injury or property damage occurs away from the insured premises; or

- d) watercraft not located on the insured premises:
 - (i) owned by an insured person if it has inboard or inboard-outdrive motor power;
 - (ii) rented to an insured person if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
 - (iii) owned by or rented to an insured person if it is a sailing vessel 26 feet or more in length; or
 - (iv) powered by one or more outboard motors with more than 50 total horsepower owned by an insured person. But this subdivision (iv) does not apply to such outboard motors if:
 - you acquire them before the inception date of the policy and declare them at policy inception;
 - you acquire them before the inception date of the policy and notify us in writing within 45 days after you acquire them that you wish to insure them; or
 - you acquire them during the policy period.

This exclusion does not apply to watercraft while stored.

This exclusion does not apply to bodily injury to a residence employee arising out of and in the course of employment by an insured person.

2. **Bodily injury or property damage** arising out of the rendering or failing to render professional services.
3. **Bodily injury or property damage** arising out of business pursuits of an insured person. But, we will cover activities of that person not ordinarily incident to business pursuits.
4. **Bodily injury or property damage** arising out of any premises owned, rented or controlled by an insured person which is not an insured premises. But, we will cover bodily injury to a residence employee arising out of and in the course of employment by an insured person at such premises.
5. **Bodily injury or property damage** expected or intended by one or more insured persons, even if the bodily injury or property damage:
 - a) is of a different kind, quality or degree than initially expected or intended; or
 - b) is sustained by a different person, entity, real or personal property than initially expected or intended.
6. **Bodily injury or property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion, revolution or discharge of a nuclear weapon even if accidental.
7. **Bodily injury or property damage** arising out of or based upon the attempted or actual transmission of AIDS, HIV, herpes, syphilis, gonorrhea or any other communicable disease, regardless of whether the attempted or actual transmission is caused wholly or in part by any action by an insured person.
8. Coverage E - Personal Liability and Coverage F - Medical Payments to Others do not apply to you if you inflict, or direct another person to inflict, upon any person, corporal punishment or sexual abuse which results in bodily injury or property damage. Sexual abuse includes physical or mental harassment or assault of a sexual nature.
9. **Bodily injury or property damage** arising out of pollution or contamination. This exclusion does not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
10. **Bodily injury or property damage** arising out of the discharge,

dispersal, release, escape or presence of lead or any substance containing lead.

Under the Personal Liability Coverage, we do not cover:

1. Liability assumed under:
 - a) an oral contract or agreement; or
 - b) a contract or agreement:
 - (i) in connection with any business of an insured person; or
 - (ii) where the liability of others is assumed by the insured person after an event or occurrence causing the loss.
2. Liability for your share of any loss assessment charged against all members of an association, corporation or community of property owners. This exclusion does not apply to Loss Assessment under Additional Coverages.
3. Property damage to property owned by an insured person.
4. Property damage to property occupied or used by an insured person or rented to or in the care of an insured person. But we will cover property damage to such property caused by fire, smoke or explosion.
5. Bodily injury to a person if an insured person has or is required to have a policy providing workers' compensation, non-occupational disability or occupational disease benefits covering the bodily injury.
6. Bodily injury or property damage when an insured person is covered under a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.
7. Bodily injury to:
 - a) you;
 - b) your relatives residing in your household; and
 - c) any other persons under the age of 21 residing in your household who is in your care or the care of a resident relative.

Under Medical Payments to Others Coverage, we do not cover:

1. Bodily injury to a person who is entitled to benefits which are provided or required to be provided under any workers' compensation, non-occupational disability or occupational disease law.
2. Bodily injury from any nuclear reaction, radiation or radioactive contamination or any consequence of any of these.

Conditions

What to do in Case of Bodily Injury or Property Damage

In the event of bodily injury or property damage, the insured person must:

1. notify us or our agent as soon as reasonably possible. The notice must give:
 - a) your name and policy number;
 - b) the time, place and circumstances of the accident, occurrence or loss; and
 - c) the names and addresses of injured persons, claimants and witnesses;
2. send us promptly any legal papers received relating to a claim or suit;
3. cooperate with us and assist us in any matter relating to a claim or suit; and

4. if a loss covered under Damage to Property of Others occurs, send us, within 60 days of the loss, sworn proof of loss. The insured person shall also exhibit the damaged property if within the insured person's control.

The insured person will not, except at the insured person's own cost, voluntarily make any payment, assume any obligation or incur expenses other than for First Aid Expenses at the time of accident.

Duties of an Injured Person - Medical Payments to Others Coverage

The injured person or someone acting on behalf of the injured person will give us, as soon as reasonably possible, written proof of claim under oath if required.

The injured person will:

1. submit to physical examinations at our expense by doctors we select as often as we may reasonably require; and
2. authorize us to obtain medical and other records.

Limits of Liability

Regardless of the number of insured persons, injured persons, claims made or suits brought, our liability is limited as follows:

1. As respects Personal Liability Coverage, the limit of liability stated in the declarations is the total limit of our liability for all damages resulting from any one occurrence.
2. As respects Medical Payments to Others Coverage, the limit of liability stated in the declarations is our limit of liability for all medical expenses for bodily injury to any one person as the result of any one accident.

Severability of Insurance

This insurance applies separately to each insured person against whom claim is made or suit is brought, subject to our limits of liability for each occurrence.

Suit against us

We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued under the Personal Liability Coverage until the obligation of an insured person to pay is finally determined either by judgment or by written agreement of the person, the claimant and us.

No one shall have any right to make us a party to a suit to determine the liability of an insured person.

Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured person.

Other Insurance - Personal Liability Coverage

This insurance is excess over any other valid and collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

General Policy Conditions Applying To Section I And Section II

Assignment

Interest in this policy may not be transferred without our written consent. But, if you die, the policy will cover:

1. a surviving member of your household who was covered under this policy at the time of death, but only while a resident of the insured premises;
2. your legal representative while acting within that capacity; and
3. a person having proper custody of insured property until a legal representative is appointed.

Cancellation

Your right to cancel

You may cancel this policy by returning it to us or by notifying us in writing of the date to cancel, which must be later than the date you mail or deliver it to us. We may waive these requirements by confirming the date and time of cancellation to you in writing.

Our right to cancel

We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the declarations. Proof of mailing shall be sufficient proof of notice.

If you haven't paid the premium, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.

We have 60 days from the effective date of the policy, if it isn't a renewal policy with us, to take action to cancel for any reason. We must notify you at least 10 days before the date cancellation takes effect.

If we haven't taken any action within 60 days after the effective date of the policy, or if this policy is a renewal with us, we may cancel only by giving you at least 30 days notice before the date cancellation is to be effective.

We may then cancel only for one or more of the following reasons:

1. conviction of a crime having as one of its necessary elements an act increasing the hazard insured against;
2. discovery of fraud or material misrepresentation;
3. discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against; or
4. physical changes in the property insured against which result in the property becoming uninsurable.

Return of Premium

When this policy is cancelled by us, if the return premium is not refunded with notice of cancellation, we will refund it within 25 days after the date cancellation takes effect.

When this policy is cancelled by you, if the return premium is not refunded when this policy is returned to us, we will refund it within a reasonable time after cancellation takes effect.

The return premium will be pro rata. This means that we'll keep premium for only those days that you were protected.

Nonrenewal

If we decide not to renew your policy, we'll mail to you at your address shown in the declarations, written notice of nonrenewal. The written notice will be mailed to you at least 45 days before the end of the policy term.

If we decide not to renew your policy, our mailing of notice to your address

shown on the declarations page will constitute proof of notice as of the date we mail it.

Concealment or Fraud

This entire policy is void if an insured person has intentionally concealed or misrepresented any material fact or circumstances relating to this insurance, or acted fraudulently or made false statements relating to this insurance.

Changes

This policy and the declarations include all the agreements between you and us relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change. If any coverage you have under this policy is broadened by us without charge during the policy period, this policy will automatically provide the broadened coverage when effective in your state.

Our Right to Recover Payment

After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible. This right will not apply under Section I if you have waived it in writing prior to loss. The insured person will do whatever is required to transfer this right to us.

This condition does not apply under Section II to Medical Payments to Others Coverage or Damage to Property of Others.

If we pay an insured person, who is a victim of domestic violence, for a loss caused by an act of domestic violence, the rights of the insured person to recover damages from the perpetrator of the violence are transferred to us to the extent of our payment. Following the loss, the insured person may not waive such rights to recover against the perpetrator of the domestic violence.

Policy Period

This policy applies to losses, bodily injury or property damage which occur during the policy period.

Other Coverages

The following coverages apply to this policy only if they appear in the declarations with an additional premium, when applicable.

Additional Persons Covered

The definition of insured person in this policy includes the person or organization, if any, named on the declarations page with respect to:

Section I - Dwelling Coverage and Other Structures Coverage; and

Section II - Personal Liability Coverage and Medical Payments to Others Coverage, but only with respect to the residence premises.

This coverage does not apply to bodily injury or personal injury to any employee arising out of, or in the course of, the employee's employment by the person or organization.

Limited Earthquake Coverage

THE FOLLOWING LIMITS OF LIABILITY APPLY TO COVERAGE UNDER THIS ENDORSEMENT:

SECTION I COVERAGE

- A. Dwelling
- B. Other Structures
- C. Personal Property
- D. Additional Living Expense
And Loss of Rents

LIMIT OF LIABILITY

The limit of liability shown in the declarations for Coverage A- Dwelling
No Coverage
\$5,000
\$1,500

For an additional premium, we cover direct and accidental loss to covered property caused by earthquake. This includes land shock waves or tremors before, during or after a volcanic eruption.

One or more earthquake shocks that occur within a seventy-two hour period shall constitute a single earthquake.

Deductible

The following are the only deductibles that apply to each loss by earthquake. No deductible applies to Additional Living Expense and Loss of Rents coverage.

We will pay only that part of the Dwelling loss, up to the limit of liability for Dwelling Coverage shown in the declarations, in excess of 15% of the limit of liability for Dwelling Coverage shown in the declarations. This deductible shall not be less than \$250.

Payments under Personal Property Coverage will not be made unless the covered Dwelling loss exceeds 15% of the limit of liability for Dwelling Coverage shown in the declarations.

Special exclusions

In addition to any other applicable exclusion or limitations in this policy, the following exclusions apply to coverage under this endorsement:

We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether caused by, resulting from, contributed to or aggravated by earthquake.

There is no coverage under this endorsement for any loss assessment charged by a corporation or association of property owners.

We do not cover loss to exterior masonry veneer. The value of exterior masonry veneer shall be deducted before applying the deductible clause. For the purpose of this exclusion, stucco shall not be considered masonry veneer.

We do not cover loss to:

1. outbuildings, appurtenant structures, swimming pools, masonry fences and walls not necessary for the structural integrity of the dwelling;
2. walkways and patios not necessary for regular entry to or exit from the dwelling;
3. decorative or artistic features including plaster if other covering would be more cost-effective;
4. landscaping, including lawns, trees, shrubs and other plants and the cost of filling land;
5. masonry chimneys. If however, a masonry chimney is damaged and must be replaced, we will pay to provide you with a non-masonry, earthquake resistant chimney; subject to the loss settlement provision that applies to this endorsement;
6. materials and supplies located on or next to the residence premises used to construct, alter or repair the dwelling or other structures on the residence premises; and
7. awnings or other patio coverings.

We do not insure, under Personal Property Coverage:

1. china, glassware, porcelain or ceramic items;
2. artwork or other decorative items;
3. property of others that is on the part of the residence premises occupied by an insured person; and
4. property of a guest or a residence employee, while the property is in any residence occupied by an insured person.

How Losses are Settled

Covered property losses shall be settled at actual cash value at the time of the loss, but shall not be settled at more than the amount required to repair or replace. No other loss settlement condition applies to loss caused by earthquake covered in this endorsement.

This coverage does not increase the amount of insurance stated in this policy.

Loss Assessment

For an additional premium, the limit of liability for Additional Coverage - Loss Assessment in Section I and Section II is increased to the limit shown in the declarations. But if your assessment results from a deductible in the insurance covering the Condominium Association, we will pay no more than \$1,000.

We will pay no more than the limit of liability for a loss assessment shown in your declarations which was effective on the date of:

1. discovery of a structural condition that potentially could lead to a loss to the property; or
2. the actual loss to the property;

whichever occurs first.

All other policy provisions apply

Personal Injury

For an additional premium, the definition bodily injury is amended to include personal injury coverage.

Personal injury means injury arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment, or malicious prosecution;
2. libel, slander, or defamation of character; or
3. invasion of privacy, wrongful eviction or wrongful entry.

Section II exclusions do not apply to personal injury. Personal Injury Insurance does not apply to:

1. liability assumed by an insured person under any contract or agreement;
2. personal injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an insured person;
3. personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an insured person;
4. personal injury arising out of business pursuits of an insured person; or

5. **personal injury** arising out of civic or public activities performed for pay by an **insured person**.

Scheduled Personal Property

For an additional premium, we cover the following classes of personal property for which an amount of insurance is shown on the schedule. This coverage is subject to the Definitions used throughout this policy, Section I - Conditions, and General Policy Conditions applying to Section I and II and all provisions of this Optional Coverage.

- Jewelry, as scheduled.
- Furs and garments trimmed with fur or consisting principally of fur as scheduled.
- Cameras and equipment, as scheduled.
- Musical instruments and equipment, as scheduled.
- Silverware, silver-plated ware, goldware, gold-plated ware, and pewterware but excluding pens, pencils, flasks, smoking implements or jewelry as scheduled.
- Golf equipment, as scheduled.
- Firearms, as scheduled.
- Fine arts, as scheduled. This premium is based on **your statement** that the property insured is located on the **residence premises**.

New acquisitions: If the **insured person** acquires during the term of this policy other objects of art, the provisions of this Optional Coverage shall apply for the actual cash value of the objects but not more than 25% of the amount of the insurance scheduled for fine arts, PROVIDED the **insured person** reports such additional objects within 90 days from the date acquired and pays additional premium from the date acquired.

- Stamp collections and related philatelic property, as scheduled.
- Coin and currency collections and related numismatic property, as scheduled.

Newly acquired property

With respect to jewelry, furs, cameras, and musical instruments, we cover newly acquired property of a class already insured for an amount not to exceed 25% of the amount of insurance for that class of property or \$10,000, whichever is less, provided you report this newly acquired item to us within 30 days of acquisition and pay the additional premium from the date acquired.

Exclusions

We promise to pay all direct and accidental losses to the personal property described except:

1. direct damage by wear and tear, deterioration, insects, vermin, or inherent vice;
2. loss caused by war (declared or undeclared), revolt, insurrection, rebellion or revolution; and
3. loss caused by nuclear reaction, radiation, radioactive contamination or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of fire, explosion or smoke.

If fine arts are covered, the following additional exclusions apply:

1. loss caused by any repairing, restoration, or retouching process;

2. breakage of art glass windows, glassware, statuary, marble, bric-a-brac, porcelains, and similar fragile articles. We cover loss by breakage if caused by fire, lightning, aircraft, windstorm, malicious damage, theft, explosion, earthquake, flood, or collision, derailment, or overturn of conveyance; however, only articles(s) marked with a double asterisk (**) in the Scheduled Personal Possessions Schedule will be covered for breakage when an additional premium is indicated on your schedule; and
3. loss to property on exhibition at fairgrounds or premises of national or international expositions unless the premises are covered by this policy.

If either of the classes of property, stamp collections, or coins and currency collections are covered, the following additional exclusions apply:

1. fading, creasing, denting, scratching, tearing, thinning, transfer of colors, inherent defect, dampness, extremes of temperature, gradual depreciation, or any damage from handling or being worked upon;
2. disappearance of individual stamps, coins, or other articles unless the item is described and scheduled with a specific amount of insurance, or unless the item is mounted in a volume and the pages to which it is attached is also lost;
3. loss to property in the custody of transportation companies or shipment by mail other than registered mail;
4. theft from any unattended automobile unless being shipped as registered mail; and
5. loss of or damage to any property described herein which is not an actual part of a stamp, money or numismatic collection.

Conditions

A. Loss Clause

The amount of insurance under this Optional Coverage shall not be reduced except for a total loss of a scheduled article. We will refund the unearned premium applicable to such article after the loss or you may apply it to the premium due for the replacement of the scheduled article.

B. Loss Settlement

Covered property losses are settled as follows:

- 1) **Fine arts** - We will pay the amount shown for each scheduled article which is agreed to be the value of the article.

In case of loss to a pair or set, we agree to pay you the full amount of the set as shown in the schedule and you agree to surrender the remaining article or articles of the set to us.

- 2) **Golfer's equipment** - Golf balls are covered only against loss by fire or burglary, if there are physical marks of forcible entry into the locker, room or building.
- 3) **Musical instruments** - If musical instruments are covered, you agree such instruments will not be played for pay.
- 4) **Stamp collections or coin currency collections** - In case of loss to any scheduled item, the amount to be paid will be determined in accordance with paragraph B5, Other Property.

When coins or stamps are covered on a blanket basis, we shall pay the cash market value at time of loss, but not more than \$1,000 on any unscheduled numismatic property nor more than \$250 for any one stamp, coin, or individual article or any one pair, strip, block, series sheet, cover, frame, or card.

We shall not pay a greater proportion of any loss on blanket

property than the amount insured on blanket property bears to the cash market value at time of loss.

- 5) Other property - The value of the property insured is not agreed upon but shall be ascertained at the time of loss or damage. We will not pay more than the least of the following amounts:
- the actual cash value of the property at the time of loss or damage with proper deduction for depreciation;
 - the amount for which you could reasonably be expected to have the property repaired to its condition immediately prior to loss;
 - the amount for which you could reasonably be expected to replace the article with one substantially identical to the article lost or damaged; or
 - the amount of insurance.

This condition does not apply to fine arts.

C. Loss to a Pair or Set

In case of a loss to a pair or set, we may elect to:

- repair or replace any part to restore the pair or set to its value before the loss; or
- pay the difference between the actual cash value of the property before and after the loss.

This condition does not apply to fine arts.

D. Loss to Parts

In case of a loss to any part of covered property, consisting of several parts when complete, we shall pay only for the value of the part lost or damaged.

E. Territorial Limits

We cover the property described while it is anywhere in the world except fine arts are covered only while within the limits of the continental United States, the State of Hawaii, and Canada.

Personal Computer Coverage

For an additional premium, we cover your personal computer equipment as described below under property covered for loss caused by the Perils Insured Against. Our limit of liability for this coverage is the limit shown in the schedule for this endorsement.

Property covered

If owned by or leased to you, we cover:

- hardware, meaning electronic data processing equipment, components and connections and extensions; and
- software, meaning electronic data processing media and programs that you have bought and the instructions that came with the hardware and with the software.

This coverage applies to any legal use of the property described above to include:

- personal,
- business,
- professional, or

- occupational.

Property Not Covered

We do not cover hardware or software:

- that is rented to others, or
- that is held for rental.

Personal Property Coverage

The 10% or \$1,000 off-premises limit does not apply to coverage under this endorsement.

Deductible

No policy deductible applies to this coverage.

Perils We Insure Against

We insure against risks of direct physical loss to hardware and software, unless excluded under the exclusion section of this endorsement.

Exclusions

We do not cover loss caused by:

- mechanical breakdown, faulty construction, error in hardware or software design;
- wear and tear, deterioration or any quality in property that causes it to damage or destroy itself;
- rust, rot, mold or other fungi;
- birds, rodents, vermin, insects or domestic animals;
- war (declared or undeclared war), civil war, insurrection, rebellion, revolution, warlike act by military personnel, destruction or seizure or use for a military purpose, and any consequence of these. Discharge of a nuclear weapon will be deemed a warlike act, even if accidental;
- nuclear reaction, radiation or radioactive contamination. All whether controlled or uncontrolled, or however caused. We do cover loss by fire, resulting from nuclear reaction, radiation, or radioactive contamination; and
- we do not cover loss of use, or indirect or consequential loss of any kind.

Other Insurance

If a loss is covered under both this coverage and the policy, the policy will pay only when the limit of this coverage has been exhausted.

All other provision of this policy apply.

Water Back Up and Sump Overflow

For an additional premium, we insure, up to the limit of liability in the declarations, for direct physical loss, not caused by the negligence of any insured, to property covered under Section I - Property Protection caused by:

- Water which backs up through sewers or drains; or
- Water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical or electrical breakdown.

This endorsement does not increase the limits of liability for Dwelling, Other

Structures, Personal Property or Additional Living Expense and Loss of Rents Coverages stated in the policy declarations.

Special Deductible

The following deductible provision replaces any other deductible provision in the policy with respect to loss covered under this endorsement.

We will pay only that part of the loss which exceeds \$500. No other deductible applies to this coverage. This deductible does not apply with respect to Additional Living Expense and Loss of Rents Coverage.

Section I - Exclusions

Under Dwelling and Other Structures Coverages, mechanical breakdown is deleted, with respect to coverage for loss caused by overflow of sumps.

Number 3. Water damage is deleted and replaced by the following:

3. Water damage, meaning:
 - a) flood, surface water, waves, tidal water or overflow of a body of water. We do not cover spray from any of these, whether or not driven by wind;
 - b) water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

We do cover direct loss that follows, caused by theft, fire or explosion.

All other provisions of this policy apply.

Workers' Compensation and Employers' Liability

Definitions

When used in this endorsement, the term **residence employee** means an employee of an **insured person** while performing duties in connection with the maintenance or use of the **residence premises**, including performance of household domestic services, or while performing similar duties elsewhere not in connection with an **insured person's business**. Such person must have during the 90 days immediately before the date of injury:

1. been employed by the **insured person** for no less than 52 hours; and
2. earned from an **insured person** no less than \$100 in wages.

Workers' Compensation Coverage

With respect to **residence employees**, we will pay when due all compensation and other benefits which an **insured person** is required to pay by the Workers' Compensation Law.

Employers' Liability Coverage

We will pay all sums which an **insured person** becomes legally obligated to pay as damages because of **bodily injury** sustained by a **residence employee** while in the course of employment by an **insured person**.

If a **residence employee** of an **insured person** sustains **bodily injury** in the course of employment for which damages are obtained from others, and such others bring suit or claim against the **insured person** for such damages, we will pay all sums which the **insured person** becomes legally obligated to pay.

Workers' Compensation and Employers' Liability Coverages apply only to:

1. covered **bodily injury** by accident occurring during the policy period; and

2. covered **bodily injury** by occupational disease or cumulative injury of a **residence employee** who during the policy period actually worked for an **insured person** during the last day of covered employment which exposed the **residence employee** to the hazard of such occupational disease or cumulative injury. The words covered employment mean employment for an **insured person** who has compensation coverage.

Employers' Liability applies only to covered **bodily injury** sustained:

1. in the United States of America, its territories or possessions, or Canada; or
2. while temporarily outside the United States of America, its territories or possessions, or Canada if the injured **residence employee** is a citizen or resident of the United States or Canada.

Exclusions

1. We do not cover liability for additional compensation imposed on an **insured person** under sections 4553 and 4557, Division IV, Labor Code of the State of California, by reason of the serious and willful misconduct of an **insured person** or any representative of an **insured person** or by reason of injury to a **residence employee** under 16 years of age and illegally employed at the time of injury.
2. We do not cover liability for **bodily injury** arising out of your business pursuits.

Under Employers' Liability Coverage, we do not cover:

1. Liability assumed under any contract or agreement.
2. **Bodily injury** by disease, unless within 36 months after the end of the policy period, written claim is made or suit is brought against an **insured person** for damages because of such **bodily injury**.
3. Any obligation for which an **insured person** or that person's insurance company may be held liable under the Workers' Compensation Law of California, any other Workers' Compensation or Occupational Disease Law, any Unemployment Compensation or Disability Benefits Law, or under any similar law.
4. Any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada, or to any action on such judgment wherever brought.

Conditions

The following provisions apply to this endorsement:

1. Definitions used throughout this policy:
 - We, us and our
 - Bodily injury
 - Business
 - Insured person
 - Residence premises
2. Personal Liability Coverage
 - Agreement for defense, investigation and settlement
3. Section II - Additional Coverages
 - The Following Expenses
 - First Aid Expenses
4. Section II - Conditions
 - What to do in case of **bodily injury** or property damage
 - Suit against us
 - Bankruptcy

5. General Policy Conditions Applying to Section I and Section II

- Assignment
- Cancellation
- Concealment or fraud
- Changes
- Our right to recover payment

Additional Provisions Applying to Workers' Compensation Coverage

1. We will be directly and primarily liable to any **residence employee** of an **insured person** entitled to the benefits of the Workers' Compensation Law under this policy.
2. When a **residence employee** incurs **bodily injury** and notifies you, this shall be deemed notice of knowledge on our part.
3. The jurisdiction of an **insured person** will, for purpose of the law imposing liability for compensation, be our jurisdiction.
4. We will be bound by and subject to the orders, findings, decisions or awards rendered against an **insured person** under the provisions of the law imposing liability for compensation, subject to the provisions, conditions and limitations of the policy. This policy shall govern as between an **insured person** and us as to payments by either in discharge of an **insured person's** liability for compensation.

5. The **residence employee** has a first lien upon any amount which we owe you on account of this insurance. In case of your legal incapacity or inability to receive the money and pay it to the **residence employee**, we will pay it directly to the **residence employee**. Your obligation to the **residence employee** will be discharged to the extent of such payment.

Limits of Liability - Employers' Liability Coverage

The limit of liability stated below for Employers' Liability Coverage is the total limit of our liability for all damages resulting from **bodily injury** by accident sustained by one or more **residence employees** in any one accident.

The limit of liability stated below for Employers' Liability Coverage is the total limit of our liability for all damages resulting from **bodily injury** by disease Sustained by one or more **residence employees** of an **insured person**.


The inclusion of more than one **insured person** shall not increase our limits of liability of \$100,000 under Employers' Liability Coverage.

Other Insurance

This endorsement does not apply to any loss with respect to which other valid and collectible Workers' Compensation or Employers' Liability Insurance applies.

This policy is signed by the President and Secretary of the insurance Company.

President



Secretary



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address):
Evangeline F. Grossman SBN. 176014
SHERNOFF BIDART ECHEVERRIA BENTLEY LLP
600 South Indian Hill Boulevard
Claremont, California 91711
TELEPHONE NO.: (909) 621-4935 FAX NO.: (909) 625-6915
ATTORNEY FOR (Name): Plaintiff, Steven Lopez

FOR COURT USE ONLY

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 28 2015

Sherr R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: - same -
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Stanley Mosk Courthouse
CASE NAME: Lopez v. IDS Property Casualty Insurance Company, et al.

RC 6 05 264

CIVIL CASE COVER SHEET
 Unlimited
(Amount demanded exceeds \$25,000)
 Limited
(Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- Auto (22)
- Uninsured motorist (46)
- Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
- Asbestos (04)
- Product liability (24)
- Medical malpractice (45)
- Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)
- Civil rights (08)
- Defamation (13)
- Fraud (16)
- Intellectual property (19)
- Professional negligence (25)
- Other non-PI/PD/WD tort (35)

Employment

- Wrongful termination (36)
- Other employment (15)

Contract

- Breach of contract/warranty (06)
- Rule 3.740 collections (09)
- Other collections (09)
- Insurance coverage (18)
- Other contract (37)

Real Property

- Eminent domain/Inverse condemnation (14)
- Wrongful eviction (33)
- Other real property (26)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38)

Judicial Review

- Asset forfeiture (05)
- Petition re: arbitration award (11)
- Writ of mandate (02)
- Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
- Construction defect (10)
- Mass tort (40)
- Securities litigation (28)
- Environmental/Toxic tort (30)
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
- Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
- Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 3

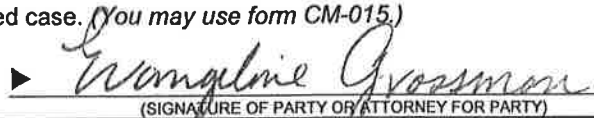
5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 28, 2015

Evangeline F. Grossman

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office 11. Mandatory Filing Location (Hub Case) |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandallism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Lopez v. IDS Property Casualty Insurance Company, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11	
Insurance Coverage (18)	<input checked="" type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
<input type="checkbox"/> A6032 Quiet Title		2., 6.	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Lopez v. IDS Property Casualty Insurance Company, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)
 Case Number _____

BC 6 0 5 2 6 4

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judge indicated below. There is more information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Kevin C. Brazile	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
Hon. Richard Fruin	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleifield	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Michael Johnson	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Keoslan	61	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Suzanne G. Bruguera	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon. Teresa Sanchez-Gordon	74	735
Hon. Michelle R. Rosenblatt	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529	Hon. Emile H. Elias	324	CCW
Hon. Frederick C. Shaller	46	500	*Provisionally Complex Non-class Action Cases Assignment is Pending Complex Determination	324	CCW
Hon. Debre K. Weintraub	47	507			

***Complex**

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(k). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

DEC 2 8 2015

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ **SHERRI R. CARTER**, Executive Officer/Clerk
 By _____ **SPALUNYA GOLDEN**, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

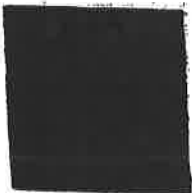


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Council



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Council ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:

CASE NUMBER:

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

- > _____ (ATTORNEY FOR PLAINTIFF)
- > _____ (ATTORNEY FOR DEFENDANT)
- > _____ (ATTORNEY FOR DEFENDANT)
- > _____ (ATTORNEY FOR DEFENDANT)
- > _____ (ATTORNEY FOR _____)
- > _____ (ATTORNEY FOR _____)
- > _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following.
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lasuperiorcourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ___ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)	>	(ATTORNEY FOR PLAINTIFF)
Date: (TYPE OR PRINT NAME)	>	(ATTORNEY FOR DEFENDANT)
Date: (TYPE OR PRINT NAME)	>	(ATTORNEY FOR DEFENDANT)
Date: (TYPE OR PRINT NAME)	>	(ATTORNEY FOR DEFENDANT)
Date: (TYPE OR PRINT NAME)	>	(ATTORNEY FOR _____)
Date: (TYPE OR PRINT NAME)	>	(ATTORNEY FOR _____)
Date: (TYPE OR PRINT NAME)	>	(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER