

Docket No. 13-17441

MAY 23 2014

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

In the

United States Court of Appeals

FILED

for the

Ninth Circuit

JUN 07 2016

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MAY 23 2014

FILED	DATE	INITIAL
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JAMES NALDER,
Guardian Ad Litem on behalf of Cheyanne Nalder,
and GARY LEWIS, individually,

Plaintiffs-Appellants,

v.

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

*Appeal from a Decision of the United States District Court for the District of Nevada,
No. 2:09-cv-01348-RCJ-GWF · Honorable Robert C. Jones*

SUPPLEMENTAL EXCERPTS OF RECORD VOLUME I OF IV – Pages 1 to 231

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*Attorneys for Appellee,
United Automobile Insurance Company*



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JAMES NALDER,
Guardian Ad Litem on behalf of Cheyanne Nalder,
and GARY LEWIS, individually,

FILED _____
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DATE _____ INITIAL _____

Plaintiffs-Appellants,

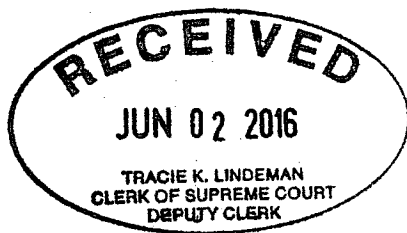
v.

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

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*Attorneys for Appellee,
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7 UNITED STATES DISTRICT COURT
8
9 FOR THE DISTRICT OF NEVADA

10 JAMES NALDER, Guardian Ad Litem for minor)
11 Cheyanne Nalder, real party in interest, and)
12 GARY LEWIS, Individually;)
13 Plaintiffs,) Case No.: 2:09-cv-1348
14 vs.)
15 UNITED AUTOMOBILE INSURANCE CO,)
16 DOES I through V, and ROE CORPORATIONS)
17 I through V, inclusive)
Defendants.)

18
19 **PLAINTIFFS' MOTION FOR COSTS, ATTORNEY'S FEES AND**
20 **PRE-JUDGMENT INTEREST**

21 Plaintiffs, JAMES NALDER and GARY LEWIS, by and through their attorneys of
22 record, Thomas Christensen, Esq., of the law firm of CHRISTENSEN LAW OFFICES, LLC,
23 hereby
24
25 //
26
27 //
28 //

1 requests this Court award Costs, Attorney fees and pre-judgment interest in accordance with
2 Nevada law.

3
4 DATED this 13th day of November, 2013.

5 CHRISTENSEN LAW OFFICES, LLC

6
7 By: 

8 Thomas Christensen, Esq.
9 Nevada Bar No. 2326
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15 Attorneys for Plaintiffs

16
17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. INTRODUCTION**

19 Motions seeking attorney fees and costs are vital to assuring that litigants gain a full
20 recovery and be made whole for the injuries and damages that they have suffered. This is
21 particularly so where years of litigation result in a judgment little or no better than if the
22 defendants had agreed to the initial demand of payment prior to the onset of legal proceedings.
23 Nevada law recognizes this fact by awarding successful litigants not only their costs and pre-
24 judgment interest, but by providing for the award of attorney's fees where recovery is below a
25 certain threshold. After over six years of litigation, more than 4 in this Court alone, Plaintiffs
26 have been awarded a judgment of the policy limits they sought in their initial offer in 2007.
27 For these reasons, Plaintiffs now seek to recover their costs, attorney's fees and pre-judgment
28 interest.

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II. BRIEF STATEMENT OF FACTS

This action arose when GARY LEWIS ran over CHEYANNE NALDER, a nine year old girl at the time, with GARY LEWIS's truck. CHEYANNE was nearly killed as a result of the truck running over her head.

At the time of the incident Mr. Lewis was insured with Defendant UNITED AUTOMOBILE INSURANCE COMPANY ("UAIC"). Mr. Lewis first purchased insurance through UAIC on March 29, 2007. Due to the ambiguity of the renewal notices sent by Defendant, Mr. Lewis was denied coverage and a defense of the action on behalf of Cheyanne Nalder which failure on the part of UAIC ultimately led to a default judgment being entered against Mr. Lewis in an amount of approximately 3.5 million dollars (\$3,500,000.00).

This action was instituted in July of 2009 in the Eighth Judicial District Court of the State of Nevada and removed by Defendant based on diversity jurisdiction. Due to the intransigence of UAIC in seeking to avoid their responsibilities to their insured under Nevada law, litigation in this matter has proceed for over 4 years.

After voluminous discovery and motion practice, summary judgment was entered against Plaintiffs in favor of Defendant. After a ruling on the ambiguity of the renewal notices by a panel of the Ninth Circuit Court of Appeals, Plaintiffs finally prevailed on the issue of coverage and Defendant's duty to provide a defense for Mr. Lewis in an Order dated October 30, 2013, exactly 4 years, 3 months and 11 days after the Complaint was filed in this matter.

III. APPLICABLE LAW

Federal courts, sitting in diversity jurisdiction must determine whether to apply state substantive law or federal procedural law to a given dispute. Here, the federal courts have

1 regularly followed substantive Nevada law on judgments, interest, and the award of attorney's
2 fees not pursuant to an offer of judgment.

3 Nevada law requires that any judgment include pre-judgment interest from the date of
4 service of the summons and complaint:
5

6 NRS 17.130 Computation of amount of judgment; interest.

7 1. In all judgments and decrees, rendered by any court of justice, for any debt,
8 damages or costs, and in all executions issued thereon, the amount must be computed,
9 as near as may be, in dollars and cents, rejecting smaller fractions, and no judgment, or
10 other proceedings, may be considered erroneous for that omission.

11 2. When no rate of interest is provided by contract or otherwise by law, or specified in
12 the judgment, the judgment draws interest from the time of service of the summons and
13 complaint until satisfied, except for any amount representing future damages, which
14 draws interest only from the time of the entry of the judgment until satisfied, at a rate
15 equal to the prime rate at the largest bank in Nevada as ascertained by the
16 Commissioner of Financial Institutions on January 1 or July 1, as the case may be,
17 immediately preceding the date of judgment, plus 2 percent. The rate must be adjusted
18 accordingly on each January 1 and July 1 thereafter until the judgment is satisfied.

19 Nev. Rev. Stat. § 17.130 (emphasis added),

20 Nevada law also defines when a prevailing party may recover their costs:

21 Costs must be allowed of course to the prevailing party against any adverse party
22 against whom judgment is rendered, in the following cases:

23 1. In an action for the recovery of real property or a possessory right thereto.

24 2. In an action to recover the possession of personal property, where the value of the
25 property amounts to more than \$2,500. The value must be determined by the jury, court
26 or master by whom the action is tried.

27 **3. In an action for the recovery of money or damages, where the plaintiff seeks to
28 recover more than \$2,500.**

4. In a special proceeding, except a special proceeding conducted pursuant to NRS
306.040.

5. In an action which involves the title or boundaries of real estate, or the legality of any
tax, impost, assessment, toll or municipal fine, including the costs accrued in the action
if originally commenced in a Justice Court.

Nev. Rev. Stat. § 18.020 (emphasis added),

Regarding attorney fees, Nevada Revised Statutes 18.010 states, in pertinent part:

In addition to the cases where an allowance is authorized by specific statute, the court
may make an allowance of attorney's fees to a prevailing party:

1 When the prevailing party has not recovered
 2 (a) more than \$20,000.

3 *Nev. Rev. Stat. § 18.010(2)(a).*

4 **IV. ARGUMENT**

5 **A. Plaintiffs' are entitled to prejudgment interest in the amount of \$3,378.24**

6 As stated above, pre-judgment interest is calculated from the date of the service of the
 7
 8 Complaint upon the Defendant through the date of judgment. As of July 1, 2013, the prime
 9 rate of interest was 3.25%. With the additional 2% required by NRS 17.130(2), the interest is
 10 at a rate of 5.25%. Therefore, pre-judgment interest dating from the service of Summons and
 11 Complaint on July 20, 2009 to the date of Judgment on October 30, 2013 is as follows:

12 Amount of Judgment:	\$	15,000.00
13 Interest Rate		5.25%
14 Interest per Day	\$	2.16
15 Number of days	x	1,564
	TOTAL \$	3,378.24

16 Defendant cannot argue that this is not proper. First and foremost, it is required by
 17 Nevada law that this interest accrue. Furthermore, Defendant put itself in the position of
 18 incurring a high amount of pre-judgment interest by refusing to meet its obligations under the
 19 contract of insurance.
 20

21 **B. Plaintiffs' are entitled to their costs as of right in the amount of \$20,764.10**

22 As a prevailing party in an action seeking damages or a money judgment in excess of
 23 \$2,500.00, NRS 18.030, Plaintiffs are entitled to their costs in pursuing this action as of right.
 24 Those costs, already filed in a Bill of Costs to the Court, are in the amount of \$20,764.10. *See*
 25 *Plaintiffs' Bill of Costs against Defendant United Automobile Insurance Company* attached
 26 hereto as Exhibit "1." These costs are reasonable and meet the definitions of "costs" as set
 27 forth in NRS 18.005. Here again, recovery of costs of litigation is required by statute for the
 28

1 prevailing party. Because Plaintiffs were successful in showing, after much litigation that Mr.
2 Lewis was entitled to coverage under the policy issued by Defendant and was awarded a
3 money judgment, they are prevailing parties under the statute and are entitled to costs pursuant
4 to Nevada law.
5

6 **C. Plaintiffs' are entitled to reasonable attorney fees in the amount of**
7 **\$130,401.00**

8 Plaintiffs were awarded, in the Court's Order of October 30, 2013, the policy limits of
9 \$15,000.00. Because the amount of judgment is less than \$20,000.00, NRS 18.010(2)(a)
10 requires that attorney's fees be awarded to them.

11 Unlike fee awards made under FRCP 68 or its Nevada counterparts, this award is not
12 based on the actions, good or bad, of the other party. Nevada law recognizes that litigation
13 may be hard fought and become expensive, but ultimately result in a small judgment. To
14 promote litigants seeking vindication of their rights under Nevada law, the legislature has
15 provided that, in such cases, courts should award attorney's fees to the prevailing party in the
16 action.
17

18 Therefore, the only determination that must be made by the Court under these
19 circumstances is whether the fees are reasonable. To make that determination, we look to the
20 long established factors presented by the Nevada Supreme Court in 1965:
21

22 From a study of the authorities it would appear such factors may be classified under
23 four general headings (1) the qualities of the advocate: his ability, his training,
24 education, experience, professional standing and skill; (2) the character of the work to
25 be done: its difficulty, its intricacy, its importance, time and skill required, the
26 responsibility imposed and the prominence and character of the parties where they
27 affect the importance of the litigation; (3) the work actually performed by the lawyer:
28 the skill, time and attention given to the work; (4) the result: whether the attorney was
successful and what benefits were derived.

1 *Brunzell v. Golden Gate Nat. Bank*, 455 P.2d 31,33 (Nev. 1969). This is the case even where,
 2 as here, the party seeking fees proceeded to litigation under a contingency fee arrangement:

3
 4 In Nevada, the method upon which a reasonable fee is determined is subject to the
 5 discretion of the court, which is tempered only by reason and fairness. Accordingly, in
 6 determining the amount of fees to award, the court is not limited to one specific
 7 approach; its analysis may begin with any method rationally designed to calculate a
 8 reasonable amount, including those based on a "lodestar" amount or a contingency fee.
 9 We emphasize that, whichever method is chosen as a starting point, however, the court
 10 must continue its analysis by considering the requested amount in light of the factors
 11 enumerated by this court in *Brunzell v. Golden Gate Nat'l Bank*, namely, the advocate's
 12 professional qualities, the nature of the litigation, the work performed, and the result.
 13 In this manner, whichever method the court ultimately uses, the result will prove
 14 reasonable as long as the court provides sufficient reasoning and findings in support of
 15 its ultimate determination.

16 *Sheutte v. Beazer Homes Holdings Corp.*, 124 P.3d 530 (Nev. 2005). An analysis of the
 17 *Brunzell* factors demonstrates that the fees sought are, in fact, reasonable.

18 **1. The Advocate's Professional Qualities**

19 The first *Brunzell* factor concerns the abilities, training, education, experience,
 20 professional standing and skill of the advocate. While there were numerous attorneys working
 21 behind the scenes on Gabriel's behalf, Thomas Christensen was the lead attorney who litigated
 22 this matter. Thomas Christensen has over thirty years experience in Nevada. Mr. Christensen
 23 is well known in the community for his skills and experience in complex litigation.

24 The Court was able to observe, first hand, the quality of the representation and level of
 25 preparation required to present this case. The quality of representation was undoubtedly due to
 26 the highly contested nature of the case and the amount of money at stake in the litigation,
 27 requiring skilled and experienced attorneys on both sides.

28 **3. The Nature of the Litigation**

The second *Brunzell* factor concerns the difficulty, intricacy, importance, time, skill
 required, and the responsibility imposed. Here, the intricacy of the proceedings cannot be

1 questioned. Not only were complex coverage and policy interpretation issues involved, but
 2 Plaintiffs were forced to appeal to successfully show the ambiguity that existed and thus to
 3 establish coverage to prevail. As shown above, since this action was instituted, extensive
 4 discovery, motion practice and even appellate practice have only produced a result after more
 5 than four and a quarter years of proceedings. The difficulty complexity, time and skill
 6 involved in prosecuting this action more than justify the fees sought.
 7

8 **3. The Work Performed**

9 The third *Brunzell*, factor concerns “the skill, time, and attention given to the work.”
 10 As shown above and more fully documented in the court records, this matter was meticulously
 11 litigated. In this matter, in addition to the regular tasks associated with litigation, the firm
 12 prepared, reviewed, responded to over 60 pieces of correspondence, Researched, drafted,
 13 reviewed, responded and replied to over 100 pleadings, motions, and discovery documents,
 14 prepared for, attended and conducted numerous depositions both in and outside the state,
 15 reviewed and deployed testimony from the transcripts thereof, and mounted a successful appeal
 16 of the Court’s Order Granting Summary Judgment ultimately resulting in a judgment in
 17 Plaintiffs’ favor.
 18

19 Furthermore, all this work was done at the risk that there may be no compensation for the
 20 many hours put into this case. Many courts and commentators have recognized the need to
 21 account for contingent risk in accepting and working on such cases. In Ketchum v. Moses, 24
 22 Cal.4th 1122, 17 P.3d 735 (2001), the California Supreme Court stated:
 23

24 Under Serrano III, the lodestar of the basic fee for comparable legal services in the
 25 community; it may be adjusted by the court based on factors including, as relevant
 26 herein, (1) the novelty and difficulty of the questions involved, (2) the skill displayed in
 27 presenting them, (3) the extent to which the nature of the litigation precluded other
 28 employment by the attorneys, (4) the contingent nature of the fee award. (Serrano III,
 also known as Serrano v. Priest, (1977) 20 Cal.3d 23 [141 Cal.Rptr. 315, 569 P.2d

1303]]. The purpose of such adjustment is to fix a fee at the fair market value for the particular action. In effect, the court determines, retrospectively, whether the litigation involved included a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services. The 'experienced trial judge is the best judge of the value of professional services rendered in his court, and while his judgment is of course subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong'" (*Ibid.*)

As we explained in *Rader v. Thrasher*, (1962) 57 Cal.2d 244, 253 [18 Cal.Rptr. 736, 368 P.2d 360]: "a contingent fee contract, since it involves a gamble on the result, may properly provide for a larger compensation than would otherwise be reasonable." The purpose of fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives ... into line with incentives they have to undertake claims for which they are paid on a fee-for-service basis.

The economic rationale for fee enhancement in contingency cases has been explained as follows: "A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans." (Posner, *Economic Analysis of Law* (4th ed. 1992), pp. 534, 567.) "A lawyer who both bears the risk of not being paid and provided legal services is not receiving the fair market value of his work if he is paid only for the of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." (Lubsdorf, *The Contingency Factor in Attorney Fee Award* (1981) Yale L.J. 473, 480; see also Rules of Professional Conduct, Rule 4-200(B)(9) [recognizing the contingent nature of attorney representation as an appropriate component in considering whether a fee is reasonable]; ABA Model Code Prof. Responsibility, DR 2-106(B)(8) [same]; ABA Model Rules of Prof. Conduct, Rule 1.5(a)(8).)

Such fee enhancements are intended to compensate for the risk generally in contingency cases as a class. (*Beasley v. Wells Fargo Bank* (1991) 235 Cal.App. 3d 1407, 1419 [1 Cal.Rptr. 2d 459]).

Id. at 741-742.

Because this case was taken on a contingency basis and, as a "Plaintiffs' firm," CHRISTENSEN LAW OFFICE, LLC provides an estimate of fees based on a review of the case file, assignment of reasonable times for each of the activities there represented and the application of reasonable hourly rates for the attorney or staff member that performed the task.

1 See Affidavit of Jason A. Gordon, Esq. in Support of Request for Attorney's Fees attached
2 hereto as Exhibit "2."

3
4 **4. The Result**

5 The fourth *Brunzell* factor is "whether the attorney was successful and what benefits
6 were derived." Here, after protracted litigation and the necessity of an appeal to the Ninth
7 Circuit, Plaintiffs' attorneys ultimately were able to establish the ambiguity of the renewal
8 statement, thus establishing coverage for Mr. Lewis. In addition, the Court ruled that
9 Defendant breached its contractual duty to provide a defense under the policy. While
10 significant monetary recovery was not awarded by the Court, Plaintiffs point of view as to
11 coverage under the policy and Defendant's duties pursuant to that were ultimately vindicated.
12

13 All these factors demonstrate that an award of fees in this amount is eminently
14 reasonable and justified. This is particularly the case where, as here, the policy limits would
15 have been accepted prior to litigation commencing and Defendant's intransigence forced
16 Plaintiffs to over 4 years of litigation to be vindicated. To deny Plaintiffs their attorney's fees
17 would be a slap in the face to the fact that they ultimately prevailed and would be a message to
18 insurance companies that if they decided to abuse their insureds and refuse even to defend or
19 consider a settlement of policy limits when coverage is in dispute that the courts will not hold
20 them accountable, effectively giving them a license to gamble risking only the financial well-
21 being of their insureds while remaining insulated from effective judgment.
22

23
24 ///

25 ///

26 ///

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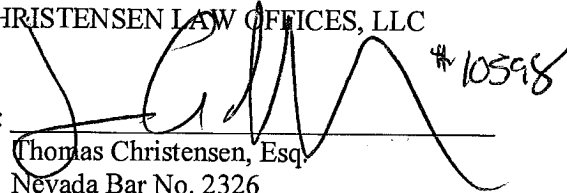
V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that they be awarded prejudgment interest in the amount of \$3,378.24, costs in the amount of \$20,674.10, and attorney's fees in the amount of \$\$130,401.00.

DATED this 13th day of November, 2013.

CHRISTENSEN LAW OFFICES, LLC

By:

 #10598
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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b) and Section IV of District of Nevada Electronic Filing Procedures, I certify that I am an employee of CHRISTENSEN LAW OFFICES, LLC, and that the following documents were served via electronic service on November 13, 2013: PLAINTIFFS' MOTION FOR COSTS, ATTORNEY'S FEES AND PRE-JUDGMENT INTEREST

To:

Thomas E. Winner, Esq.
Matthew J. Douglas, Esq.
ATKIN, WINNER, & SHERROD
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An employee of CHRISTENSEN LAW OFFICES, LLC

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United Automobile Insurance Company*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JAMES NALDER, Guardian Ad Litem for
minor Cheyanne Nalder, real party in
interest, and GARY LEWIS, Individually;

Plaintiffs,

vs.

UNITED AUTOMOBILE INSURANCE
COMPANY, DOES I through V, and ROE
CORPORATIONS I through V, inclusive

Defendants.

CASE NO.: 2:09-cv-1348
DEPT. NO.:

**DEFENDANT UNITED AUTOMOBILE
INSURANCE COMPANY'S
OPPOSITION TO PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT**

ORAL ARGUMENT REQUESTED

UNITED AUTOMOBILE INSURANCE COMPANY, by and through its Counsel of
record, Matthew J. Douglas, of ATKIN WINNER & SHERROD, hereby submits this Opposition
to Plaintiffs' Motion for Summary Judgment and states and alleges, as follows:

This Opposition is made and based upon the pleadings and papers on file with this Court,
the Points and Authorities contained below, and any oral argument which the Court may
entertain at the time of hearing.

///

///

1 DATED this 26th day of March, 2013.

2
3 ATKIN WINNER & SHERROD

4
5 /s/Matthew J. Douglas
6 Matthew J. Douglas
7 Nevada Bar No. 11371
8 1117 S. Rancho Drive
9 Las Vegas, Nevada 89102
10 *Attorneys for Defendant*

11 **POINTS AND AUTHORITIES**

12 **I.**

13 **STATEMENT OF FACTS AND RESPONSE TO**
14 **PLAINTIFF'S STATEMENT OF FACTS**

15 **A. Facts relating to this lawsuit.**

16 This is an insurance claim which was denied due to termination of a policy after the
17 plaintiff, Gary Lewis, failed to pay his premium.

18 Defendant has very little information regarding the subject accident which the Plaintiff
19 underlies this suit but, it appears that Gary Lewis was operating his vehicle in Pioche, Nevada on
20 July 8, 2007 wherein he struck minor pedestrian, Cheyenne Nalder. *See copy of Plaintiff Lewis'*
21 *deposition, attached as Exhibit 'A', hereto, p. 14, lines 1-15, p. 15, lines 12-15.* Thereafter,
22 Nalder and her father commenced a personal injury action against Lewis.

23 However, Mr. Lewis' policy of insurance had expired, and had not been renewed, due to
24 nonpayment of renewal premium at the time of this accident. Presumably sensing this might be
25 a problem, Mr. Lewis hastily made arrangements to pay a premium and acquire a new policy
26 after he caused the accident. ¹ After Attorneys for the Nalder Plaintiffs' obtained a \$3.5 million

27 ¹ Attached as *Exhibit '5'* the deposition of Giselle Molina, which is attached hereto as *Exhibit*
28 *'B'*, is a copy of the receipt of payment, on July 10th, 2007 (2 days after the accident), for the premium
payment made by Lewis at the U.S. Auto Insurance Agency located at 3909 W. Sahara Ave., Las Vegas,
Nevada. *See also the corresponding receipt of said payment by UAIC, Exhibit 'C' to the Declaration of*
Danice Davis, herein.

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1 dollar default judgment against Lewis, Attorneys for the Nalders' and Lewis commenced this
2 lawsuit for 'bad faith,' claiming UAIC should have covered Lewis, even though his policy had
3 expired.

4 When this case opened, Gary Lewis *first* insisted that he had, in fact, paid for his
5 premium prior to the expiration of his policy on June 30th, 2007 and ***that Defendant had denied***
6 ***receiving it.*** See attached copy of Plaintiff's original responses to requests for admissions,
7 attached hereto as Exhibit 'C', numbers 4 & 7. However, Lewis also refused to answer any
8 discovery or produce any documents evidencing this alleged payment. Moreover, Lewis
9 objected and refused to produce the assignment of rights under which the Nalder Plaintiffs'
10 brought the instant suit. These responses necessitated a Motion to Compel discovery responses
11 and a motion for sanctions. In response to this motion, at the eleventh hour and, on the doorstep
12 to the courtroom on the day of the hearing, the plaintiff simply *changed his story* and ***admitted***
13 ***that he had not, in fact, ever paid his premium for a renewal policy before the previous policy***
14 ***was terminated.*** See copies of Plaintiff's 'Supplement' to his Responses to Requests for
15 admission, which are attached hereto as Exhibit 'D, numbers 4 and 8'. Further, at that time, the
16 plaintiff also produced an 'Assignment' - which purports to assign Plaintiff Lewis' chose in
17 action to the Nalder Plaintiffs' - but, which was entered into on February 28, 2010². See Exhibit
18 'E', attached hereto. Plaintiffs - by virtue of the amended responses to requests for admissions -
19 have admitted there exists no material issue of fact concerning that Lewis did not timely pay his
20 premium for the July 2007 policy. Instead, at that point, Plaintiffs' shifted their argument to
21 maintain that Lewis was due coverage because of an *ambiguity* in the renewal statement - *not*
22 *because he paid his premium timely and UAIC 'lost it'.*

23 ///

24 ///

25
26 ² The court will note that this purported 'assignment' was apparently executed long after the
27 lawsuit was filed. It begs the obvious question how, or why, the Nalder Plaintiffs' were able to
28 commence this lawsuit without any legal basis or authority for bringing it. Again, the 'assignment' was
only produced after a motion to compel and motion for sanctions was pending before the court.

1 **B. Facts relating to the claims at bar.**

2 Lewis' insurance policy, number NVA 020021926, with Defendant United Automobile
 3 Insurance Company had expired, per its terms, on June 30, 2007. The policy, as such, was not in
 4 effect on July 7, the date of loss. *See Declaration of Western Regional Marketing and*
 5 *Underwriting Manager for United Automobile Insurance Company, Danice Davis, with copy of*
 6 *policy number NVA 020021926 declarations page and policy, attached thereto as Exhibit 'A.'*
 7 Although United Automobile had mailed a renewal notice to Gary Lewis advising that his policy
 8 would terminate on June 30 if payment were not received by that date, Mr. Lewis did not pay his
 9 premium. *See Declaration of Western Regional Marketing and Underwriting Manager for*
 10 *United Automobile Insurance Company, Danice Davis, with copy of Exhibit renewal notice,*
 11 *attached as Exhibit 'B' thereto.* The renewal notice clearly put Lewis on Notice that his premium
 12 for his renewal policy was due "no later than 6/30/07." *See Exhibit 'B' attached to Declaration*
 13 *of Danice Davis.*

14 It was only after the loss occurred, on July 8, 2007, that Lewis presented a money order
 15 for payment of his premium for a new policy, on July 10th, 2007. *See Declaration of Western*
 16 *Regional Marketing and Underwriting Manager for United Automobile Insurance Company,*
 17 *Danice Davis, with copy of cashier's check receipt of premium for said new policy number NVA*
 18 *030021926 on July 8, 2007 attached as Exhibit 'C', thereto.* At that time a new policy, number
 19 *NVA 030021926*, was initiated with a term of July 10, 2007 to August 10th, 2007. *See*
 20 *Declaration of Western Regional Marketing and Underwriting Manager for United Automobile*
 21 *Insurance Company, Danice Davis, with copy of declarations page for number NVA 030021926,*
 22 *attached as Exhibit 'D,' thereto.*

23 As stated, the plaintiff initially insisted that he paid his policy premium on time, and that
 24 UAIC must have lost or misplaced it. Then, in the wake of discovery and a motion to compel,
 25 Gary Lewis has admitted that he did not remit any amount for renewal of UAIC Policy number
 26 NVA 020021926 after June 12, 2007 and before June 30, 2007 nor between June 30, 2007 and
 27 July 10, 2007. *A copy of Plaintiff Gary Lewis' Answers to requests to admit are attached hereto*
 28

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1 as Exhibit 'D.'

2 As such, Defendant has maintained that this loss occurred during the period of non-
 3 coverage that existed from June 30, 2007 to July 10th, 2007. *See Declaration of Western*
 4 *Regional Marketing and Underwriting Manager for United Automobile Insurance Company,*
 5 *Danice Davis.* UAIC became aware of the loss when Lewis called the Company to check
 6 coverage on July 13, 2007 whereupon customer service representative Eric Cook informed him
 7 the loss occurred in a period of no coverage after confirming this with the Underwriting
 8 Department. *See Deposition of Eric Cook attached hereto as Exhibit 'F', p. 36, Lines 17-23,p.*
 9 *53, lines 4- 10, and copy of Underwriting notes confirming call with Lewis, attached hereto as*
 10 *Exhibit 'I' to deposition of Giselle Molina, Exhibit 'B', hereto*³. Thereafter, when Counsel for
 11 the Nalders' made a formal claim upon UAIC, the Company double-checked coverage with
 12 underwriting and, contacted the insurance agency, U.S. Auto, who confirmed Lewis had not paid
 13 his premium until July 10, 2007 and, provided a copy of the receipt. Additionally, UAIC
 14 attempted to contact Lewis, but was unsuccessful. *See copy of deposition testimony of Jan Cook,*
 15 *attached hereto as Exhibit 'G', p. 34, lines 8-19, p. 35, lines 7-18, p. 50, lines 11-14, p. 56, lines*
 16 *2-15, p. 68, lines 13-16, p. 72, lines 14-20; See Copy of Deposition testimony of Giselle Molina,*
 17 *attached hereto as Exhibit 'B', p. 30, lines 4-5, and see copy of UAIC's claims notes, attached*
 18 *as Exhibit '4' to the deposition of Giselle Molina, Exhibit 'B', hereto.*

19 After verifying with the agency that no payment had been made prior to expiration of the
 20 June policy until July 10, 2007, and attempting to contact Lewis, Plaintiffs' were informed of the
 21 fact that no coverage was in force for the loss. *See Declaration of Western Regional Claims*
 22 *Manger for United Automobile Insurance Company, Jan Cook, and attached copy of*
 23 *correspondence to Counsel for Plaintiff, attached thereto as Exhibit 'A.'* Plaintiff James Nalder,
 24 as guardian of Cheyenne Nalder, then filed suit in the Clark County District Court on October 9,
 25 2007 under suit number A549111 against Lewis. On October 10, 2007, and again November 1,
 26

27 ³ This same note was used at Eric Cook's deposition, but Plaintiff never supplied the Exhibit to
 28 the court reporter.

1 2007, the Company informed both claimant attorneys via correspondence of the fact there was
 2 no coverage due to non-renewal for failure to pay premium. *See Declaration of Western*
 3 *Regional Claims Manger for United Automobile Insurance Company, Jan Cook, and attached*
 4 *copy of correspondence to Counsel for Plaintiff, attached thereto as Exhibits 'A' and 'B.'*

5 Lewis' current attorneys commenced suit *against him* after they were advised that Lewis
 6 had no insurance for this loss. Lewis' current attorneys then took a default against their now
 7 client. On May 15, 2008 Plaintiff's petitioned the Court for a default Judgment in the amount of
 8 \$3.5 million. *See copy of default judgment, attached to Plaintiff's Motion for Summary Judgment*
 9 *as Exhibit '2.'* On May 16, 2008 the plaintiff attempted to amend that petition to seek \$5 million.
 10 On June 2, 2008 the court entered a default judgment against Lewis for \$3.5 million.

11 On May 22, 2009 Nalder and Lewis filed the present suit against the UAIC seeking
 12 payment of the default judgment against Lewis⁴. *See Plaintiff's Complaint, attached hereto as*
 13 *Exhibit 'H.'* Plaintiffs have also made several 'extra-contractual' or 'bad faith' claims against
 14 Defendant UNITED AUTOMOBILE INSURANCE COMPANY (hereinafter "UAIC or United
 15 Auto"). *See Plaintiff's Complaint, attached hereto as Exhibit 'H.'* Namely, Plaintiff alleges
 16 UAIC has breached its duty of good faith and fair dealing towards Plaintiffs, and failed to abide
 17 by Nevada's Fair Claims and Practices Act, N.R.S. 686A.310. Plaintiffs' bad faith claims are set
 18 forth in their Complaint. *See Exhibit 'H.'* Defendant has denied Plaintiffs' claims. *See Copy of*
 19 *United Auto's Answer and Affirmative Defenses, attached hereto as Exhibit 'I.'*

20 Defendant has, from the outset, disputed coverage for Plaintiff's claims. It is clear that
 21 there was no policy was in effect the date of loss and, therefore, UAIC argues no coverage would
 22 be owed to Lewis for Plaintiffs' claims. However, Defendant argues that regardless of this
 23 Court's ultimate determination regarding any ambiguity in the renewal statement, Defendant had
 24 a reasonable belief no coverage existed based on the failure to timely remit premium and, as
 25 such, cannot be liable for any extra-contractual damages, in hindsight, several years later based
 26

27 ⁴ The current suit was UAIC's first notice that Lewis had been served and, that a default judgment
 28 had been taken against him.

1 on an *ad hoc* legal argument for coverage. The reasonableness of Defendant's position is
 2 confirmed by the fact that the prior Judge hearing this case found no coverage and, Plaintiffs'
 3 Counsel admitted UAIC's reading of the renewal was reasonable at the hearing on the first
 4 Motion for summary judgment. *See Exhibit 'J', hereto, p.35, lines 20-24.*

5 **C. Responses to Plaintiff's Statement of Facts**

6 In order to clear up any misstatements concerning the record in this case, Defendant
 7 responds to some of Plaintiff's Statement of facts. First, the "Renewal Notice" discussed by
 8 Plaintiff (*at pages 3-4 of Plaintiff's Motion for Summary Judgment regarding payment beyond a*
 9 *policy expiration*) was clearly titled "**Revised** Renewal Notice" by UAIC. This was done because
 10 Lewis – who had purchased his first month-long policy beginning March 29, 2007⁵ – **added a**
 11 **new driver** (*attached as page 13 of Exhibit "1" to Plaintiff's Motion for summary judgment*) as
 12 well as **a new vehicle** (*attached as page 14 of Exhibit "1" to Plaintiff's Motion for Summary*
 13 *Judgment*) to his policy on April 25, 2007. ⁶ Previous to these endorsements, on April 9, 2007,
 14 UAIC had sent Lewis a "Renewal Statement" for his May 2007 Policy which specifically
 15 informed him that premium needed to be paid prior to expiration of his current policy – or by
 16 April 29, 2007. *A copy of the initial Renewal statement is attached as page 20 of Exhibit "1" to*
 17 *Plaintiff's Motion for Summary judgment.* However, as Lewis' two additions to the policy, on
 18 April 25, 2007, increased his premium – a new "Revised Renewal Statement" was issued which
 19 did allow him to remit his May 2007 premium by May 6, 2007. *See page 16 of Exhibit '1' to*
 20 *Plaintiff's Motion for summary judgment.* This revised renewal statement only provided
 21 additional time, beyond expiration of his current policy – because of the late additions to the
 22
 23
 24

25 ⁵ *A copy of the receipt of the first policy premium, on March 29, 2007, is attached as page 7 of*
 26 *Exhibit "1" to Plaintiff's Motion for Summary Judgment*

27 ⁶ These endorsements led to an amended policy declarations page to be issued to Lewis on April
 28 25, 2007 for the remaining four days of his policy (April 25, 2007 – April 29, 2007). (*A copy of the*
Amended Declaration is attached as page 10 of Exhibit "1" to Plaintiff's Motion for Summary Judgment)

1 policy and increased premium required a Revised Renewal Statement to be sent out. In no way
 2 did same Revised Renewal Statement create a “course of conduct” allowing for payment of
 3 premium beyond expiration of the current policy term. This conclusion is supported by the fact
 4 that Lewis actually paid for his May 2007 policy on April 28, 2007 and the new policy term
 5 incepted, on schedule, April 29, 2007. *See Receipt of Payment dated April 28, 2007, page 26 of*
 6 *Exhibit ‘1’ to Plaintiff’s Motion for Summary Judgment.*

8 Similarly, Plaintiff notes that Lewis’ June 2007 Policy required the premium to be
 9 received by May 29, 2007 (the last day of Lewis’ May 2007 policy). *See Renewal Notice at page*
 10 *28 of Exhibit ‘1’ to Plaintiff’s Motion for Summary judgment.* Thereafter, as Plaintiff points out,
 11 Lewis failed to remit any premium until May 31, 2007. *See Receipt of Payment, page 34 of*
 12 *Exhibit ‘1’ to Plaintiff’s Motion for summary judgment*⁷. As such, Lewis’ June 2007 policy did
 13 not incept until May 31, 2007 – *when payment was received. See Declarations page for June*
 14 *2007 Policy at page 30 of Exhibit ‘1’ to Plaintiff’s Motion for Summary judgment.* As such, like
 15 for the loss in the case at bar, Lewis had a lapse in coverage from 12:01 a.m. May 29, 2007 until
 16 9:12 a.m. on May 31, 2007, when the new policy was paid for and incepted.

18 This was the same situation that occurred for the July 2007 policy, where the renewal
 19 notice clearly stated that the “Renewal Amount” must be paid “**No Later than 6/30/07.**” *See*
 20 *July 2007 Renewal Notice page 34 of Exhibit ‘1’ to Plaintiff’s Motion for summary judgment.*
 21 Lewis, as happened with the June policy 2007 policy, was again late with his payment. Now it is
 22 agreed by all parties that Lewis did not remit premium for his July 2007 policy term until July
 23 10, 2007. *See Receipt of Payment at page 39 of Exhibit ‘1’ to Plaintiff’s Motion for summary*
 24

25
 26 ⁷ It is important to note that, every subsequent policy term Lewis had with UAIC, after March
 27 2007, would be titled “renewal” and not “new business” on the receipt of payment because Lewis was not
 28 a “new customer” any longer. As such, this designation of “renewal” on a receipt of payment (to
 determine whether a producer has brought in a new customer) has absolutely no bearing on how UAIC
 characterized his policy.

1 judgment. Therefore, as occurred with the June 2007 policy, UAIC incepted Lewis' July 2007
 2 policy term late on July 10, 2007. *See copy of Declarations for July 2007 policy at page 36 of*
 3 *Exhibit '1' to Plaintiff's Motion for summary judgment.* In this way, it is undisputed that Lewis,
 4 again, had a lapse in coverage from 12:01 a.m. June 30, 2007 to 12:50 p.m. July 10, 2007.

5 Plaintiff also notes that, in September and December 2007, Lewis again failed to timely
 6 remit his premium. UAIC does not dispute this. UAIC argues, in fact, this is further proof of
 7 Lewis' "course of conduct" - of **failing to pay for his new policy timely**. In fact, Lewis even
 8 failed to remit premium for his August 2007 policy timely as well. As can be seen from the
 9 records, Lewis was issued a renewal notice to remit his premium for his August 2007 policy by
 10 August 10, 2007 (this was because, of course, his July 2007 policy began July 10, 2007 due to
 11 late payment). *See copy of Renewal Statement for August 2007 Policy at page 40 of Exhibit '1' to*
 12 *Plaintiff's Motion for summary judgment.* Lewis, however, did not pay his August 2007 premium
 13 until August 13, 2007. *See Receipt of Payment at page 45 of Exhibit '1' to Plaintiff's Motion for*
 14 *summary judgment.* Thereafter, UAIC incepted his August 2007 policy on the date of payment,
 15 August 13, 2007. *See Declarations Page for August 2007 Policy at page 42 of Exhibit '1' to*
 16 *Plaintiff's Motion for summary judgment.* Again, his September 2007 Policy then required
 17 remittance of renewal premium by September 13, 2007. *See Renewal Statements at pages 6 and*
 18 *8 of Exhibit '2' to Plaintiff's Opposition to Defendant's original Motion for summary judgment,*
 19 *Document 20, herein.* Lewis, again, failed to remit premium until September 14, 2007 (*See*
 20 *Receipt of Payment at page 13 of Exhibit '2' to Plaintiff's Opposition to Defendant's original*
 21 *Motion for summary judgment, Document 20, herein.*) and corresponding new Policy Declaration
 22 page for the September 2007 policy, issued September 14, 2007 at the time of payment. *See*
 23 *Declaration Page at page 10 of Exhibit '2' to Plaintiff's Opposition to Defendant's original*
 24 *Motion for summary judgment, Document 20, herein.* Lewis went on to make his October and
 25
 26
 27
 28

1 November 2007 policy term premium payments timely (*See Receipts of Payments at pages 22*
 2 *and 34 of Exhibit '2' to Plaintiff's Opposition to Defendant's original Motion for summary*
 3 *judgment, Document 20, herein.*) before failing to remit his December 2007 premium on time.

4 As such, once again, UAIC did not issue a new policy term until said payment was received on
 5 December 15, 2007. See Receipt of Payment and Declarations Page at *pages 40 and 37,*
 6 *respectively, of Exhibit '2' to Plaintiff's Opposition to Defendant's original Motion for summary*
 7 *judgment, Document 20, herein.*

8
 9 As such, when one actually reviews the UAIC records, it is clear, UAIC did not issue any
 10 new policy term for Lewis *until payment was received.* During any period between expiration of
 11 a previous monthly policy – and remittance of policy premium for the new monthly term – Lewis
 12 would have a lapse in coverage. From a review of the records this happened on several occasions
 13 – *both before and after* July 2007 policy. Therefore, the evidence this case actually proves a
 14 course of dealing where Lewis, contrary to his self-serving interrogatory answers, had a prior
 15 course of dealing with UAIC wherein he knew his new policy term did not incept until he paid
 16 his premium.
 17

18 Also, Defendant would like to note that Plaintiff also mischaracterizes or, does not
 19 completely cite the testimony of several witnesses. For instance, Plaintiff claims that Danice
 20 Davis, the Person Most Knowledgeable (PMK) for UAIC in regards to underwriting issues, is
 21 unable to indicate “expiration of your policy”, on the renewal notice, referred to expiration of
 22 your *current* policy (rather than the expiration date on the top right hand corner for the future
 23 policy as Lewis claims he believed). However, Plaintiff is twisting Danice Davis’ testimony.
 24 This is because though Davis told Plaintiff, *time and time again,* what the Defendant believes is
 25 reasonable and unambiguous interpretation of the renewal. Specifically, when you review Davis’
 26 testimony, she clearly told Appellant: **“So it's a renewal offer to go another term. So when**
 27
 28

1 I'm referencing your policy, it would be your policy that you have in force at the time you
 2 get this offer in order to extend to another term. " See Exhibit '4' to Plaintiff's Motion for
 3 summary judgment, Davis Deposition, p. 62, Lines 11-25 and page 63, Lines 1-8.

4 Accordingly, when one examines a full testimony of Ms. Davis' testimony it is clear she
 5 does explain her interpretation of the renewal. That is, since it is an offer for the next term, the
 6 only reasonable interpretation would be for an insured to pay his premium, by the **due date** to
 7 extend to the new term. As such, Davis would not agree with Plaintiff's attempt to force his
 8 interpretation on her and she explained the words "your policy" clearly reference the "current
 9 policy term" and the offer would be to extend to another term.⁸

11 Next, Plaintiff again misquotes or mischaracterizes the testimony of the former
 12 employees of UAIC, Manny Cordova and Lisa Watson for their argument that these individuals
 13 state the renewal is ambiguous. First, Plaintiffs' allege Mr. Cordova stated "certainly people can
 14 interpret a document differently" for 'proof' that the document here is ambiguous. Plaintiffs',
 15 however, fails to fully cite Mr. Cordova because, when one does, it is apparent he *never* said the
 16 document was ambiguous. In fact, Mr. Cordova agreed with UAIC's interpretation of the
 17 renewal notice and, where he did state one could view a document 'differently' he did so in a
 18 purely *philosophical* manner. That is, in response to Plaintiffs' Counsel again attempting to get a
 19 witness to agree with his interpretation of the document, Mr. Cordova testified:
 20

21 BY MR. SAMPSON:

22 Q: Okay. It's subject to multiple interpretations, fair statement?

23 MR. DOUGLAS: Objection, that mischaracterizes his testimony, calls for a legal
 24 conclusion. That's not what he said, Counsel.

25 **THE WITNESS: I would have to agree, that's not what I said. What I said was, again, this**
 26 **is the way that I interpret the document, this is the way I read the document. If someone**
else were to read it differently, well, then that -- you know, I mean, there's guys out there

27 ⁸ The Court can read on in the Davis deposition to notice Plaintiffs' Counsel continued attempt to
 28 force the witness to adopt his interpretation of the document (*Exhibit '4' to Plaintiff's Motion. 358-362*).

1 that will pick this up, you go down there to the looney farm and you give this to a guy and
 2 he will think you're handing him Psalms 117 or something. So this is the way I read the
 3 document. Could you interpret it differently? Of course. Could she interpret it differently?
 Of course. This is the way that I interpret it. I cannot tell you that, you know, my way is
 right or your way is right, but that's the way I read the document.

4 (*See Cordova Deposition, attached as Exhibit '5' to Plaintiff's Motion for summary Judgment, p.*
 5 *105, Lines 5-25, p. 106, and p. 107, Lines 1-16.*)

6 In this way, Mr. Cordova *never* stated the document was "ambiguous" or subject to two
 7 different reasonable meanings as espoused by Plaintiffs'. In fact, clearly, Mr. Cordova disagreed
 8 directly with this interpretation of his testimony – when asked by Plaintiff- as shown above.
 9 Accordingly, like with Danice Davis, for Plaintiffs' to use Mr. Cordova's testimony in support of
 10 their arguments is simply baseless.

11 Finally, Plaintiffs' quote testimony of Lisa Watson, another former UAIC employee as
 12 further "support" for their arguments. However, the fact is it is quite clear from her testimony as
 13 a whole that Ms. Watson was scared *and simply was denying knowledge about anything to avoid*
 14 *being involved in this lawsuit.* This Court can review the transcript, but it is clear from the outset
 15 of Ms. Watson's deposition that she answered "she did not know" or that a subject was "outside
 16 the scope of her knowledge" *scores of times.* When viewed in this light, it is clear Appellant is,
 17 once again attempting to mischaracterize a witnesses' testimony as support for their theory that
 18 the renewal notice is ambiguous. Ms. Watson actually testified in her deposition to the plain
 19 meaning of the renewal (as put forth by UAIC) but, then, she stated she had *no knowledge*
 20 concerning the renewal notices. Specifically, Ms. Watson's full testimony stated, as follows:

23 Q: Then we have a sentence here that says, "To avoid a lapse in coverage, payment must be
 24 received prior to expiration of your policy." Did I read that correctly?

25 A: Yes.

26 Q: Do you have an understanding as to what that sentence means or is it outside of what you
 were involved in?

27 A: I want to say it's outside (her knowledge).
 28

1 Q: Okay, fair enough. And so what they're referring to in terms of expiration, as you sit here
right now, you don't have any knowledge or recollection, correct?

2 A: **Correct.**

3 (See Watson deposition attached as Exhibit '6' to Plaintiff Motion for summary judgment, page
4 50, Lines 1-24).

5 As such, when one views the **full** testimony of Ms. Watson, like the others, one sees that
6 her testimony just does not support the arguments made by Plaintiff. Here, Watson clearly stated
7 the due date on the renewal was clear and, when pressed by Plaintiff about the meaning of the
8 sentence at issue, Watson agreed that she *had no recollection* of what it referred too. Therefore,
9 clearly, this is not the clear cut endorsement of Plaintiffs' viewpoint they claim it to be.
10 Moreover, it is equally clear that Watson testified the issue *was outside the scope of her*
11 *knowledge*. Therefore, if anything, Watson testified that she is not the person to decide the issue
12 of ambiguity.

13 Accordingly, when a full review of the above-referenced witnesses' testimony is
14 conducted, it is apparent none of them espoused the views argued by Plaintiff. In fact, Cordova
15 and Davis specifically ***disagreed with Plaintiffs' argument regarding the ambiguity***. As such,
16 this Court should not countenance Plaintiffs' blatant attempt to 'cherry pick' and/or
17 mischaracterize testimony.

18 Quite simply, as set forth in Defendant's Counter-Motion for summary judgment, herein,
19 Mr. Lewis' policy of insurance had expired, and had not been renewed, due to nonpayment of
20 renewal premium at the time of this accident. Presumably sensing this might be a problem, Mr.
21 Lewis hastily made arrangements to pay a premium and acquire a new policy after he caused the
22 accident. This should not be a basis for coverage and, cannot be a basis for any 'bad faith' or
23 extra-contractual remedies.'

24 ///

25 ///

II.

LEGAL DISCUSSION

Pursuant to F.R.C.P. 56(a), the Court must enter summary judgment when "...there is no genuine issue as to any material fact and...the moving party is entitled to a judgment as a matter of law." Under this Rule, the moving party has the initial burden of showing the absence of a genuine issue of material fact. Once the movant's burden is met by presenting evidence which, if uncontroverted, will entitle the moving party to a judgment as a matter of law. The burden then shifts to the respondent to set forth specific facts demonstrating that there is a genuine issue for trial. Pioneer Chlor Alkali Company, Inc. v. National Union Fire Insurance Company of Pittsburgh, Pennsylvania, 863 F. Supp. 1237, 1238 (D. Nev. 1994), citing Adickes v. S.H. Kres and Company, 398 U.S. 144, 26 L.Ed. 2d 142, 90 S. Ct. 1598 (1970); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250, 91 L.Ed. 2d 202, 106 S. Ct. 2548 (1986). However, when viewing a case on summary judgment, the pleadings and exhibits must be construed in a light most favorable to the nonmoving party. Wood v. Safeway, Inc., 121 P.3d 1026, 1031 (Nev. 2005); See United States v. Diebold, 369 U.S. 654 (1962).⁹

It is clear from the facts presented and law cited that Gary Lewis had a policy of insurance with United Auto that expired – per the terms of the policy – on June 30th, 2007 if Plaintiff did not renew the policy. Plaintiff **admits** he did not tender premium payment for his July policy –*until July 10, 2007* – after the loss occurred and beyond the time for renewal. As such, Lewis simply had no coverage the day of the loss, July 8, 2006. Plaintiff's Motion does not dare suggest that Lewis' policy with UAIC, number NVA 020021926, did not expire – per its own terms - on June 30, 2007. Nor does Plaintiff dare argue (after altering his responses to requests to admit, previously) that Lewis remitted policy premium for his new policy term, number NVA 020021926, before the loss involved here occurred. Rather, Plaintiff seeks to have

1 this Court form an 'implied' or, constructive, insurance contract covering the loss in question
2 (July 8, 2007) based on alleged ambiguity in the renewal notice.

3 Plaintiff's Summary Judgment amounts to three arguments. First, Plaintiff argues that the
4 "Renewal Statements" sent by UAIC were ambiguous and, therefore, should be construed
5 against UAIC and this court should imply a constructive policy of insurance (contract) for the
6 date of loss. Next, that, if the Court finds coverage based on the ambiguity, that Defendant
7 should be found to have breached the implied covenant of the duty of good faith and fair dealing.
8 Finally, if Defendant is guilty of such 'bad faith', this Court should find the default judgment
9 was proximately caused by the alleged breaches and award Plaintiff the amount of the default
10 judgment plus interest and fees, etc.
11

12 Defendant, will address each argument, in turn, but, in short believes all of these
13 arguments to be incorrect in fact and in law. However, and in the alternative, *even should this*
14 *Court find as a matter of law that an ambiguity existed in the renewal*, and the Court implies an
15 insurance contract, the Court should deny Plaintiff's Motions for summary Judgment on the
16 extra-contractual claims and/or that any breaches caused Plaintiff's damages as Defendant's
17 actions were reasonable.
18

19 **A. The Renewal Statement Issued to Lewis was not Ambiguous and Clearly**
20 **Demanded Remittance of Policy Premium, for the Subsequent Term, by**
21 **Expiration of the Present Policy Period and, at the very least, a material issue of**
22 **fact remains over whether the renewals were 'ambiguous.'**

23 In support of their argument for this Court to form an implied insurance contract,
24 Plaintiff claims that the "Renewal Statement", issued by UAIC to Lewis were ambiguous
25 because an insured could somehow confuse the expiration date of his *next policy* with expiration

26 _____ (Cont.)

27 ⁹ Defendant must point out that Plaintiffs' incorrectly state in their moving papers that this Court
28 must view the evidence in a 'light most favorable to Plaintiffs' (*See Plaintiffs' Motion at page 9, lines 26-27*). Obviously, this is the *opposite of the standard that should be applied here*.

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1 of his *current one*. Moreover, that an insured could somehow fail to notice the clearly labeled
2 “renewal amount” with the words “**Not later than**” followed by a date surrounded by stars. Not
3 only does Defendant believe that Plaintiff’s argument defies commons sense but, also that the
4 case law cited by Plaintiff is dissimilar to the case at bar. As such, Defendant asks this Court to
5 conclusively find these renewals to be unambiguous.

6
7 It is axiomatic that unambiguous language in a contract’s terms must be upheld. Farmer
8 Ins Co. v. Young, 108 Nev. 328 (Nev. 1992). The Supreme Court of Nevada has also stated that
9 the language of an insurance policy will be given its plain and ordinary meaning from the
10 viewpoint of one not trained in law. United Insurance Co. v. Frontier Insurance Company, Inc.,
11 120 Nev. 678 (Nev. 2004)¹⁰. Additionally, the Ninth Circuit Court of Appeals has stated that
12 where the language of an insurance policy admits of only one meaning, there is no basis for
13 interpretation of the policy coverage under the guise of ambiguity. Further, that ambiguity does
14 not exist just because a claimant says so. It can only exist where the wording or phraseology of a
15 contract is reasonably subject to two different interpretations. State Farm Mut. Auto. Ins. Co. v.
16 White, 563 F.2d 971 (9th Cir. 1977).

17
18 As attested to by Danice Davis, in her Declaration herein, Lewis June 2007 policy term
19 **expired** per its term on June 30th, 2007. *See Declaration of Danice Davis and copy of June 2007*
20 *policy attached thereto as Exhibit ‘A’, p. 11 ‘Policy Period, Territory.’* Here, it is uncontroverted
21 that the June 2007 policy expired, per its term, on July 30th, 2007. *See Danice Davis Declaration.*
22 Further, it is uncontroverted that Lewis did not remit premium until *after* the loss when he paid
23 for his subsequent policy term on July 10th, 2007. *See Exhibit ‘D’, hereto.* Accordingly, there
24 was no policy in place for the loss.

25
26 Plaintiffs’, of course, have altered their theory for coverage (first claiming Lewis made a
27
28

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timely payment and UAIC lost it) to claim that this court should imply a policy of insurance due to an alleged ambiguity in the renewal statement issued to Lewis. For purposes of this discussion, Defendant will focus only on the renewal important to the case at bar – for the July 2007 policy. *See Renewal Statement at page 34 of Exhibit 'I' of Plaintiff's Motion for summary judgment.* As such, prior to expiration of the June 2007 monthly policy, United Auto sent Lewis a 'Renewal Statement' that clearly provided he needed to remit premium for his July 2007 Policy by June 30, 2007. *See Declaration of Danice Davis and Exhibit 'B', thereto.* This Renewal statement is clear and unambiguous. It states quite prominently that Lewis premium was due "no later than 6/30/07." *See Declaration of Danice Davis and Exhibit 'B', thereto.* This Date was specifically surrounded by stars on the Renewal Notice. Plaintiff argues that because the paragraph in the body of the notice mentioned that Lewis needed to remit the premium before "expiration of the policy" and the expiration date for *the new policy* is located in the upper right hand corner – an insured might think he/she had until expiration of the subsequent policy term to remit premium *for* that term. This interpretation defies logic and reason as a straightforward review of the renewal reveals there is only one meaning for the due date for remittance of the new premium. Not only does the due date coincide with the *expiration of the current policy term* (there June 30, 2007) but, that same date is surrounded by stars on the top of the notice and listed, again, at the bottom left hand corner of the Renewal as "**Due Date.**"

Moreover, common sense would dictate the expiration date refers to expiration of the current policy of insurance and not the new subsequent policy. Car insurance is mandated by law and all drivers have purchased policies of insurance and paid renewal premiums. As such, unlike *interpretation of policy provisions* – where a layman may not be exposed to contract language or construction – understanding of a renewal notice *is a common experience.* As such, the Court

____ (Cont.)

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1 should review this renewal notice under the same familiarity that most people would – and
2 understand the clearly marked “Due Date” for their renewal premium *was the date required for*
3 *renewal premium*. This conclusion is the straightforward interpretation of the notice.

4 Moreover, this conclusion is supported by the history of dealings between Lewis and
5 UAIC (set forth above) where Lewis’ new policy term was *never* issued prior to receipt of his
6 new premium payment. Despite Plaintiff’s arguments to contrive a ‘prior course of dealing’
7 where ‘Lewis could pay his premium late’, the record actually shows that 1) UAIC *never issued*
8 a new term without receiving payment and, 2) Lewis was late and had lapses in coverage more
9 often than he paid timely. These facts belies Plaintiff’s self-serving remarks that he “understood”
10 the renewal notice to allow him to pay his renewal premium late. Rather, it is clear this argument
11 was manufactured, *post hoc*, by Plaintiff. This is further supported by the fact that, even after the
12 loss in question, and UAIC’s disclaimer of coverage, *Lewis continued to pay for new policy*
13 *terms with UAIC*. If he had really “believed” he would be covered for the loss at bar after paying
14 his premium late – common sense dictates a rational consumer would have, thereafter, sought
15 coverage from one of the multitude of other insurers available to him. The fact that he did not
16 seek coverage from another company reveals that Lewis must not have actually believed UAIC
17 should have covered him herein.
18

19
20 This conclusion is supported by the testimony of Lewis himself which betrays the *ad-hoc*
21 explanation of what he believed the “due date” was. Specifically, Lewis, at his deposition
22 testified to the following in discussing one of the renewal notices from UAIC:
23

24 Q: So can you tell me why? You said you didn’t ignore it (in reference to the due date).

25 A. I can’t tell you why.

26 Q. Okay. Can you look down at the bottom left-hand corner. Does it say due date with a date
27 there?

28 A. Yes, it does.

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1 ***

2 Q. Okay. And that matches the date that's starred that says "no later than." Is that fair?

3 A. That's correct.

4 Q. Okay. And, in fact, it looks like in the middle of the page, it says, "Please detach and return
5 this bottom portion with your payment." Do you see that?

6 A. Yes.

7 Q. So it appears that this bottom part was the stub that you return your payment with. Is that fair?

8 A. That's correct.

9 Q. Okay. And you have other bills you pay; is that correct?

10 A. Yes.

11 ---

12 Q. Okay. Have you had bills in your name and accounts in your name before?

13 A. Of course I have, yeah.

14 Q. Okay, sure. Everybody knows; right? You have an account in your name, and you get a
15 payment stub that you return with your payment. Is that fair?

16 A. That is correct.

17 Q. And all of them have due dates on them; is that right?

18 THE WITNESS: Dave, can I answer something right now other than yes and no?

19 BY MR. DOUGLAS:

20 Q. I would direct the witness not to ask his counsel for an answer. I have a pending question I
21 want to know –

22 A. Yes.

23 Q. Okay. And so just like this stub has –

24 A. I would like to take a break, please. Can I take a break?

25 (See deposition of Lewis, attached as Exhibit 'A', hereto, p. 55, Lines 17-25, p. 56, Lines 1-20, p.
26 57, Lines 20-25, p. 58 Lines 1-14).

27 As one can see, when asked directly about the clear "due date" on the renewal – which
28 was also contained on the payment stub – Lewis had to admit that he understood that was the *due*
date on the notice. He also had to admit that he could not explain why he chose to focus on the

1 'expiration date' rather than the clearly marked 'due date' as the date for payment. Later, after a
 2 break where he met with his counsel, Lewis tried to claim he thought he had a 'grace period'
 3 after the due date, but the fact is such an interpretation is not reasonable when one examines the
 4 document and history of the parties' transactions.

5
 6 Moreover, Defendant would like this Court to take note that, if the Court considers
 7 Lewis' subjective beliefs¹¹ about what he thought the renewal notice stated, this Court must also
 8 consider that individual's credibility. Here, Lewis changed his 'testimony' regarding why he
 9 failed to pay the premium, for July 2007, late. First, in answers to Requests to Admit he stated it
 10 was because UAIC lost his timely premium payment. (*See Exhibit 'C', hereto*). However, after a
 11 Motion to Compel was filed, demanding the form or method of this 'lost payment', Appellant
 12 Lewis miraculously *changed his argument* and began advancing this ambiguity argument (*See*
 13 *Lewis' Supplemental Responses to Requests to Admit, no. 8, Exhibit 'D', hereto*). Besides this
 14 change in testimony *in this case, regarding the main issue in this case*, Lewis also has a
 15 credibility issues because he is a convicted forger. (*See Lewis Answers to Interrogatories no. 3,*
 16 *attached as Exhibit '3' to Plaintiffs' Motion for summary judgment*) As this Court knows, F.R.E.
 17 609(a)(2) allows for criminal convictions to be admitted, *without consideration of prejudicial*
 18 *effect* {unlike F.R.E. 609(a)(1) which is subject to F.R.E 403} when the crime involved has an
 19 element that includes an "**act of dishonesty or false statement by the witness.**" F.R.E. 609. In
 20 this case, it is clear forgery contains just such an element. As such, a forgery conviction is
 21 automatically admitted for impeachment under F.R.E. 609 (a)(2). *United States v. Hayes*, 553
 22 F.2d at 827 (1977).
 23
 24

25 The fact is, to adopt the interpretation Plaintiff seeks is to stretch both the facts and
 26

27 ¹¹ The subjective statements of witnesses are really not relevant to the Court's inquiry regarding
 28 the ambiguity issue. *Farmers Ins. Exch. v. Neal*, 119 Nev. 62, 64 P.3d 472, 473 (Nev. 2003).

1 common sense to manufacture an ambiguity where none exists. This court should not tolerate
 2 Plaintiff's *ad hoc* argument for coverage. The clear, plain, and unambiguous reading of the
 3 Renewal Statement shows Plaintiff Lewis was notified his premium, for his July 2007 policy
 4 term, needed to be received on or before the "Due Date" of June 30, 2007 to avoid a lapse in
 5 coverage. That due date is noted twice on the Renewal Statement. Lewis failed to remit same
 6 premium prior to July 10, 2007. As such, this Court can conclude no policy insurance existed for
 7 Lewis on July 8, 2007 and deny Plaintiff's Motion for summary judgment. At the very least
 8 Defendant argues that certainly a material issue of fact remains as to the ambiguity prohibiting
 9 summary judgment.
 10

11 **B. Alternatively, regardless of the finding concerning the ambiguity issue,**
 12 **Defendant opposes summary judgment on Plaintiff's claims for extra-**
 13 **contractual remedies, and 'bad faith', in favor of Plaintiff as a Genuine Dispute**
 14 **as to coverage exists.**

15 Plaintiff has also filed this Motion for summary judgment on their causes of action for
 16 breach of the implied covenant of good faith and fair dealing, specifically for a breach of the
 17 duty to defend¹². Defendant has asked, that regardless of the ultimate finding on the ambiguity
 18 issue, that should this Court deny Plaintiff's summary judgment in regards to the extra-
 19 contractual claims as, at the very least, a "Genuine Dispute" existed as to coverage. Here, the
 20 *prior District Judge and, Plaintiff's own counsel at hearing, previously agreed that Defendant's*
 21 *interpretation of the renewals was reasonable*. Further, Plaintiff cites case law that is completely
 22 inapplicable to the case at bar or not binding precedent. **Every case** cited by Plaintiff involved a
 23 situation where there *existed a policy in force at the time of loss* making such cases
 24

25 _____ (Cont.)

26 ¹² It does not appear to Defendant that Plaintiff has brought the Motion for summary judgment as
 27 to any claimed breaches of the Nevada Unfair Claims Practices Act, NRS 686A.310 and, as such, same is
 28 not discussed herein. To the extent Plaintiff is seeking judgment on these claims, Defendant refers this

distinguishable from the one at bar where there the parties admit there *was no policy* and, instead, *Plaintiffs' have asked this Court to find an implied policy from an ambiguity in the renewal*. In this way, these cases simply do not correctly reflect a situation where the insurer's records revealed **no policy to be in force for the loss**. Rather, based upon Nevada law and, case from the Ninth Circuit, it seems clear, as a matter of law, that Defendant cannot be held liable for extra-contractual remedies when, at the very least, a "genuine dispute" existed as to whether there *even was a policy in effect*.

1. The case law cited by Plaintiff is non-binding or inapplicable to the case at bar and simply does not state the correct standard to be applied here.

First, it must be noted that Plaintiff cites to a West Virginia opinion, Shamblin v. Nationwide Mut. Ins. Co., 396 S.E. 2d 766 (W.Va. 1990) suggesting an insurer strictly liable for insurer bad faith. However, as this Court plainly knows this precedent is not binding on this Court and, moreover, does not accurately set forth the standard for insurer bad faith liability in Nevada. Accordingly, this case and, argument, is of little use in the case at bar. Moreover, the Shamblin case and, several California decisions relied upon by Plaintiff, are distinguishable for the simple reason that *all* of those cases involved instances where *there was no dispute as to a policy even being in force* (and, therefore, the loss occurring during a policy term) and the insurers had failed to settle the claim within limits, thus exposing the insureds to excess judgments. Accordingly, the standards applied in those cases are distinguishable from the case at bar where there was a genuine dispute as to the *existence of a policy at the time of loss*.

Indeed the California precedents all state merely that an insurer who failed to settle within an insured's policy limits, may later be responsible for the detriment caused by the insurer's breach of the covenant of good faith and fair dealing. See Comunale v Traders &

____ (Cont.)
Court to it discussion of these claims in Defendants Counter-Motion for summary judgment on these very

1 General Ins. Co., 50, Cal.2d 654, 328 P.2d 198; Crisci v. Sec. Ins. Co., 66 Cal.2d 425 (1967);
 2 Johansen v Calif. State Auto. Assn. Inter-Ins. Bureau, 538 P.2d 744 (1975). Again, while this
 3 may be a correct recitation of the law *in California* – as it applies to traditional “third-party”
 4 defense claims made against an insured when a policy is *in force* – it has absolutely no
 5 application to the case at bar where *no policy was in effect*. This is evident from a review of the
 6 Crisci, Comunale, and Johansen decisions wherein there was *no question as to a policy being in*
 7 *force*¹³ and, moreover, there existed evidence that the insurer had no reasonable defense for the
 8 insured to refuse a settlement offer within the policy.
 9

10 The same problem arises with the other cases cited by Plaintiff. For instance, Plaintiff
 11 cites to Powers v.U.S.A.A., 114 Nev. 690 (1998), for the proposition that a quasi-fiduciary
 12 relationship exists between an insurer and insured. Once again, however, this is a correct
 13 interpretation *when a policy in force* but, does not apply to the situation at bar. Further, Plaintiff
 14 places much reliance upon Landow v. Medical Ins. Exch. of Cal., 892 F. Supp. 239 (1995) for
 15 the proposition that an insurer could be held liable for harm caused to an insured by a failure to
 16 settle a claim prior to litigation. However, in that case there **was no issue as to coverage or of a**
 17 **policy being in force**. In fact, in Landow the parties *acknowledged coverage was in effect* and
 18 merely disagreed over whether the insurer should subject an insured to the stress of litigating the
 19 claim. Id. Accordingly, that case in no way stands for the proposition that UAIC would have
 20 owed such a duty to Lewis, here, when there was no evidence at the time that a policy was even
 21 in effect.
 22
 23

24 Additionally, Plaintiff cites to in Pemberton v. Farmers Ins. Exch., 109 Nev. 789, 858

25 _____ (Cont.)
 26 issues.

27 ¹³ The Comunale and Johansen cases did involve an issue of coverage under the policy, which
 28 was resolved against the insurer, but they are dissimilar to this case where UAIC had a reasonable belief
 there was no policy in force and, not merely an argument against coverage for the loss.

1 P.2d 380 (1993), broadly, for the proposition that Nevada established standards for insurers in
 2 Uninsured or Underinsured motorist coverage claims and, also, for the proposition that 'insurers
 3 have a duty to investigate.' Whether or not that case stands for those propositions, it is clear that
 4 in that case the Nevada Supreme Court held that a claim for insurance bad faith *does not accrue*
 5 *until the underlying contractual action is resolved.* Id. As such, the Court there felt the insurer's
 6 duties did not accrue to the insured until *legal entitlement to benefits was established.* Here, the
 7 Plaintiff's **have yet to prove a policy in force on the date of loss** (and, therefore, legal
 8 entitlement) and, in fact, one Judge has already found that there was not. As such, this case also
 9 does not lend Plaintiff support for the proposition that UAIC committed any actionable bad faith
 10 in this case.

12 Finally, the Plaintiff also relies on Allstate v. Miller, 212 P.3d 318 (2009), for the
 13 proposition that the implied covenant of good faith and fair dealing included a duty to notify of
 14 settlement offers. Again, however, Plaintiff fails to address the fact that, in Miller, there was
 15 *simply no question as to whether a policy was in effect.* This is an important factor that
 16 distinguishes this case from the one at bar as the implied covenant of good faith and fair dealing
 17 necessarily *flows from the existence of a valid policy.* Besides being distinguishable on that point,
 18 it cannot be understated that Allstate v. Miller also stands for the proposition that Nevada has
 19 followed the *genuine dispute doctrine*, as set forth in Guebara v. Allstate Insurance Company,
 20 237 F.3d 987, 992 (9th Cir. 2001), as the Court in Allstate v. Miller, stated:

23 **"When there is a genuine dispute regarding an insurer's legal obligations, the**
 24 **district court can determine if the insurer's actions were reasonable.** See Lunsford v.
 25 American Guarantee & Liability Ins. Co., 18 F.3d 653, 656 (9th Cir. 1994) (interpreting
 26 California law); CalFarm Ins. Co. v. Krusiewicz, 131 Cal. App. 4th 273, 31 Cal. Rptr. 3d
 27 619, 629 (Ct. App. 2005)
 28 precedent, then the issue is reviewed de novo). **This court reviews de novo the district**
court's decision in such cases and evaluates the insurer's actions at the time it made
the decision. Cal Farm Ins. Co., 31 Cal. Rptr. 3d at 629.

1 In Homeowners Ass'n v. Associated Internat. Ins. Co., 90 Cal. App. 4th 335, 108 Cal.
 2 Rptr. 2d 776, 783 (Ct. App. 2001), the California Court of Appeals held that a bad-faith
 3 claim requires a showing that the insurer acted in deliberate refusal to discharge its
 4 contractual duties. **Thus, if the insurer's actions resulted from "'an honest mistake,
 5 bad judgment or negligence,'" then the insurer is not liable under a bad-faith
 6 theory.** *Id.* (quoting Careau & Co. v. Security Pacific Business Credit, Inc., 222 Cal. App.
 7 3d 1371, 272 Cal. Rptr. 387 (Ct. App. 1990)) Pemberton v. Farmers Ins.
 8 Exchange, 109 Nev. 789, 793, 858 P.2d 380, 382 (1993) (holding that bad faith exists
 9 when an insurer acts without proper cause); Feldman v. Allstate Ins. Co., 322 F.3d 660,
 10 669 (9th Cir. 2003)
 11 bad faith, plaintiff must show insurer unreasonably or without cause withheld benefits
 12 due under the policy).

13 *Id.* at 317, 329. (emphasis added) As can be seen from a full reading of the Miller decision, the
 14 case actually supports Defendant's position. Namely, that a court can review an insurer's actions
 15 – at the time they were made – to determine if they were reasonable as a matter of law.
 16 Moreover, that 'bad faith' cannot be premised upon an 'honest mistake, bad judgment or
 17 negligence.' Here, Defendant argues, UAIC actions at the time must be found to have been
 18 reasonable and, certainly were not in 'bad faith' based on a reasonable review of the record.

19 Further, it is clear that other Nevada decisions have followed this reasoning and held that
 20 "[b]ad faith is established where the insurer acts unreasonably and with knowledge that there was
 21 no reasonable basis for its conduct." Guarantee National Insurance Company v. Potter, 112 Nev.
 22 199, 206, 912 P.2d 267, 272 (1996). In American Excess Insurance Company v. MGM, 102
 23 Nev. 601, 729 P.2d 1352 (1986), the Nevada Supreme Court held that an insurer cannot be found
 24 liable for bad faith, as a matter of law, if it had a reasonable basis to contest coverage. The Court
 25 in American Excess, *supra*, defined bad faith as "an actual or implied awareness of the absence
 26 of a reasonable basis for denying benefits of the policy." *Id.* at 605. The Court stated that
 27 "because we conclude that AEI's interpretation of the contract was reasonable, there was no
 28 basis for concluding that AEI acted in bad faith." *Id.* In applying Nevada law, the United States
 District Court in Pioneer Chlor Alcholi Company, Inc. v. National Union Fire Insurance

1 Company, 863 F. Supp. 1237 (D. Nev. 1994) also stated that where a legitimate contractual
 2 dispute exists, the insurer "is entitled to its day in court on such an issue without facing a claim
 3 for bad faith simply because it disagrees with [the insured]." *Id.* at 1250.

4 Accordingly, from the Allstate holding and, other decisions cited herein, it is clear that
 5 the key to a bad faith claim is **whether or not the insurer's decision regarding coverage is**
 6 **reasonable** and, that when the insureds actions are reasonable, the Court *can decide so as a*
 7 *matter of law and dismiss the extra-contractual claims.* Moreover, that the insurer's decisions
 8 must be reviewed from the facts *at the time it made the decision* – not in hindsight. Here,
 9 Plaintiffs claims that they are entitled to \$3.5 million dollar default judgment, far in excess of
 10 Mr. Lewis' \$15,000 policy limits, apparently because of Defendant's 'bad faith' for their failure
 11 to defend under Lewis' policy. However it seems clear from the discussion above, regarding
 12 Defendant's actions on related to a policy which all evidence shows was not in force at the time -
 13 by plaintiff's admission **no payment was made between June 12, 2007 and July 10, 2007** –
 14 that Defendant's actions were reasonable. Now, years later, after an ambiguity is claimed in a
 15 renewal, while Defendant may be found to owe coverage on an implied contract, the Plaintiffs'
 16 must admit that a *genuine dispute* existed as to coverage for the loss at the time. In fact,
 17 Plaintiffs' Counsel admitted just this fact at hearing on the initial Motion for summary judgment
 18 when he admitted Defendant's *reading of the renewal was reasonable.* See transcript of 12/7/10
 19 hearing, attached hereto as Exhibit 'J', p. 35, Lines 20-24. Indeed a Federal District Court Judge
 20 has also already found UAIC's interpretation of the renewals (and, therefore their actions
 21 thereafter) was a reasonable one in granting summary judgment. See Document No. 42, herein.

22 Additionally, Defendant notes that Lewis cannot, in good faith, complain he did not know
 23 of settlement offers. As he admits in his answers to interrogatories¹⁴, he was in communication
 24 with Counsel for Plaintiff within days after the loss. As such, Counsel for Plaintiff would
 25 certainly have told him he offered settlement for policy and that he planned to seek a multi-
 26

27 ¹⁴ See Exhibit '3' to Plaintiffs' Motion for summary judgment
 28

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1 million dollar default judgment against Lewis, should his insurer fail to tender same policy
2 limits.

3 Moreover, contrary to Plaintiff's arguments that UAIC did 'no investigation' is also
4 misstating the record. The fact is, UAIC also investigated this coverage issue several times
5 before declining coverage and defense of the underlying suit. In this case, UAIC investigated
6 coverage when notified of the loss by both confirming the lapse through their underwriting
7 department. This was done when Lewis initially called to check coverage (on July 13, 2007) as
8 documented by the underwriting note, whereupon customer service representative Eric Cook
9 informed him the loss occurred in a period of no coverage after confirming this with the
10 Underwriting Department. *See Deposition of Eric Cook attached hereto as Exhibit 'F', p. 36,*
11 *Lines 17-23, p. 53, lines 4- 10, and copy of Underwriting notes confirming call with Lewis,*
12 *attached hereto as Exhibit 'I' to deposition of Giselle Molina, Exhibit 'B', hereto¹⁵.* Thereafter,
13 when Counsel for the Nalders' made a formal claim upon UAIC, the Company double-checked
14 coverage with underwriting and, contacted the insurance agency, U.S. Auto, who confirmed
15 Lewis had not paid his premium until July 10, 2007 and provided a copy of the receipt.
16 Additionally, UAIC attempted to contact Lewis, but was unsuccessful. *See copy of deposition*
17 *testimony of Jan Cook, attached hereto as Exhibit 'G', p. 34, lines 8-19, p. 35, lines 7-18, p. 50,*
18 *lines 11-14, p. 56, lines 2-15, p. 68, lines 13-16, p. 72, lines 14-20; See Copy of Deposition*
19 *testimony of Giselle Molina, attached hereto as Exhibit 'B', p. 30, lines 4-5, and see copy of*
20 *UAIC's claims notes, attached as Exhibit '4' to the deposition of Giselle Molina, Exhibit 'B',*
21 *hereto.*

22 As such, based on all the evidence available at the time¹⁶ and, after investigating
23 coverage, UAIC denied coverage for the loss based upon a reasonable basis that there was no
24

25 ¹⁵ This same note was used at Eric Cook's deposition, but Plaintiff never supplied the Exhibit to
26 the court reporter.

27 ¹⁶ The Nevada Supreme Court in Allstate v Miller, cited above, specifically followed the
28 California case that held that a Court "evaluates the insurer's actions at the time it made the decision."
Citing Cal Farm Ins. Co., 31 Cal. Rptr. 3d at 629

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1 policy in force and, therefore, no coverage for the loss. Under the case law cited herein, this
2 cannot be a basis for bad faith remedies against UAIC. This is a simple disagreement about the
3 coverage for a loss where the putative insured, Lewis, *admitted he made no timely payment*
4 *under the terms of the policy* and only in this case claimed an ambiguity in the renewal that he
5 did not understand. At the time of the claim UAIC reviewed coverages, confirmed the payment
6 was late with the insurance agent and, tried to contact Lewis. Based on the information available
7 to it at the time, UAIC made a reasonable decision that there was *no policy in effect*. The former
8 Judge hearing this case and, Plaintiff's counsel, have agreed UAIC's position regarding the
9 renewal statement and, therefore, coverage, was a reasonable one. Under these circumstances,
10 even if this Court ultimately implies a contract due to the ambiguity, there can be no basis for a
11 claim for "bad faith," other extra-contractual claims, or punitive damages. Plaintiff cannot, as a
12 matter of law, establish that Defendant's determination that no policy was in force for the loss is
13 unreasonable or without proper cause. Rather, under the "genuine dispute" doctrine, it is the
14 Defendant whom is entitled to summary judgment as to Plaintiffs' extra-contractual claims (for
15 breach of the covenant of good faith and fair dealing and for violations of the Nevada Unfair
16 Claims Practices Act and Nevada Administrative Code) and claim for punitive damages.

19 **2. *The standard for insurer bad faith in this case is whether UAIC acted reasonably***
20 ***and/or, whether its denial was based upon a "genuine dispute" as to coverage.***

21 Cases which are more analogous to the case at bar hold that the duty to defend is not
22 absolute. Further, that a potential for coverage only exists when there is arguable or possible
23 coverage. United Insurance Co. v. Frontier Insurance Company, Inc., 120 Nev. 678 (2004.); Turk
24 v. TIG Ins. Co., 616 F. Supp. 2d 1044 (2009). Determining whether an insurer owes a duty to
25 defend is achieved by comparing the allegations of the complaint with the terms of the policy. Id.
26 In Turk v. TIG Ins. Co., 616 F. Supp. 2d 1044 (2009), the policy did not list the company the
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insured was president of as an additional insured and, as such, there was no possibility for potential coverage for that company and, therefore, no duty to defend. Defendant believes the situation in that case, where an insured was clearly not listed on the policy, is more similar to the case at bar where no policy was in existence. Clearly, an insurer who looks at a policy's declarations and determines and insured is not listed must be comparable to a situation where the insurer finds no policy to even be in effect for the loss. In this way, like the insurer in Turk, it was reasonable for UAIC to believe there was no *potential for coverage*.

In short, in Nevada, the key to a bad faith claim is whether or not the insurer's decision regarding coverage is reasonable. "Bad faith is established where the insurer acts unreasonably and with knowledge that there was no reasonable basis for its conduct." Guarantee National Insurance Company v. Potter, 112 Nev. 199, 206, 912 P.2d 267, 272 (1996). In American Excess Insurance Company v. MGM, 102 Nev. 601, 729 P.2d 1352 (1986), the Nevada Supreme Court held that an insurer cannot be found liable for bad faith, as a matter of law, if it had a reasonable basis to contest coverage. The Court in American Excess, *supra*, defined bad faith as "an actual or implied awareness of the absence of a reasonable basis for denying benefits of the policy." *Id.* at 605. The Court stated that "because we conclude that AEI's interpretation of the contract was reasonable, there was no basis for concluding that AEI acted in bad faith." *Id.* The Ninth Circuit has thus recognized the "genuine dispute" doctrine. The "genuine dispute" doctrine protects insurers from bad faith claims where the insurer can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001 U.S. Dist. LEXIS 9614 (2001).

Similarly, the Ninth Circuit has recognized the "genuine dispute" doctrine. This doctrine stems from the recognition that insurance companies have to investigate claims and should be allowed to do so without fear of accusations of bad faith. Courts hold that the implied duty to investigate claims allows the insurer to give its own interests consideration equal to that it gives its insureds. The "genuine dispute" doctrine protects insurers from bad faith claims where the

insurer can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001 U.S. Dist. LEXIS 9614 (2001). The existence of a genuine dispute as to Defendant's legal liability to pay benefits precludes, as a matter of law, extra-contractual recovery against the insurer for breach of the implied covenant of good faith and fair dealing. Opsal v. United Services Auto Association, 10 Cal. Rptr. 2d 353 (1991). The key to a bad faith claim is whether or not the insurer's denial of coverage was reasonable. Under the "genuine dispute" doctrine a bad faith claim can be dismissed on summary judgment if the defendant can show that there was a genuine dispute as to coverage. See Guebara v. Allstate Insurance Company, 237 F.3d 987, 992 (9th Cir. 2001) (citations omitted). As discussed in more detail in section '1' above, the Nevada Supreme Court has recognized the 'genuine dispute' doctrine in its holding in Allstate v Miller, 125 Nev. 300, 212 P.3d 318 (NV. 2009).

Nevada law states that a potential for coverage only exists when there is arguable or possible coverage. United Insurance Co. v. Frontier Insurance Company, Inc., 120 Nev. 678 (2004). In United Insurance Co. v. Frontier Insurance Co., the Nevada Supreme court found that the insurer was not liable for breach of the duty to defend when it failed to defend a loss that did not occur within the policy term. Also, two cases from the Ninth Circuit Court of Appeals are instructive here and, although based on California law, one has been cited and, relied upon by the Nevada Supreme Court in the Allstate v Miller, 125 Nev. 300, 212 P.3d 318 (NV. 2009), holding, cited above. In Lunsford v. American Guarantee Liab. Ins. Co., 18 F.3d 653 (9th Cir. 1994), the Court held that an insurer who investigated coverage and based its decision not to defend on reasonable construction of policy was not liable for bad faith breach of the duty to defend *even after* the Court resolved the ambiguity in the contract in favor of the insured. Similarly, in a prior case, Franceschi v Amer. Motor. Ins. Co., 852 F.2d 1217 (9th Cir. 1988) the Court again resolved an ambiguity in favor of insured, but held the insurer's position had been reasonable and granted summary judgment as to bad faith claims.

1 Accordingly, from the Allstate and Guebara holdings and, other decisions cited herein, it
 2 is clear that the key to a bad faith claim is **whether or not the insurer's decision regarding**
 3 **coverage is reasonable** and, that when the insurer's actions are reasonable, the Court can decide
 4 so as a matter of law and dismiss extra-contractual claims. Moreover, under the United Ins. v
 5 Frontier decision Nevada courts have held an insurer is not liable for bad faith breach of the duty
 6 to defend for a loss occurring outside a policy term – even when the insured argued the
 7 Complaint alleged actions within the term. Finally, the holdings of the Lunsford and Franceschi
 8 cases hold that an insurer will not be found liable for bad faith even if an ambiguity is later
 9 resolved in favor of the insured.

10 Here, Plaintiffs claims that they are entitled to \$3.5 million dollar default judgment, far in
 11 excess of Mr. Lewis' \$15,000 policy limits, apparently because of Defendant's 'bad faith' for
 12 their failure to defend under Lewis' policy. However it seems clear from the discussion above,
 13 regarding Defendant's actions on the policy - which was not in force at the time by plaintiff's
 14 admission **no payment was made between June 12, 2007 and July 10, 2007** - that Plaintiffs'
 15 must admit a *genuine dispute* exists as to coverage for the loss. In fact, Plaintiffs' Counsel
 16 admitted just this fact at hearing on the initial Motion for summary judgment when he admitted
 17 Defendant's reading of the renewal was reasonable. *See Exh. 'J', hereto, p. 35, lines 20-24..*
 18 Indeed a Federal District Court Judge has also already found UAIC's interpretation of the
 19 renewals (and, therefore their actions thereafter) was a reasonable one in granting summary
 20 judgment. Therefore, again, this lawsuit arises from a contested claim for liability insurance on
 21 the date of the loss underlying the Nalders' claims. Defendants – with good reason – argue
 22 Plaintiff Lewis simply had no coverage in effect on the date of loss. At the very least, regardless
 23 of this Court's ultimate determination regarding coverage the Defendant, United Auto, had a
 24 **reasonable basis** to deny coverage for the loss and lawsuit underlying Plaintiff's Complaint as
 25 the records clearly indicate a failure to make timely payment and expiration of the policy before
 26 the loss. Under Nevada law the Defendant need not be correct in denial – merely that it has a
 27 reasonable basis for doing so. Defendants maintain that Plaintiff's admission that he failed to pay
 28

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1 his renewal premium for his July 2007 policy until after the loss occurring July 8, 2007 clearly
2 created a reasonable basis for United Auto to disclaim coverage for the loss.

3 As such, in the alternative to the Motion for Summary Judgment, even if this Court
4 ultimately determines that Defendant was wrong with respect to its determination of Plaintiff's
5 coverage for this loss, there still is no basis for Plaintiff's extra-contractual claims or claim for
6 punitive damages. Under the "genuine dispute" doctrine, therefore, Defendant argues it is
7 entitled to summary judgment as to Plaintiffs' extra-contractual claims (for breach of the
8 covenant of good faith and fair dealing and for violations of the Nevada Unfair Claims Practices
9 Act and Nevada Administrative Code) and claim for punitive damages. *See Defendant's Counter*
10 *Motion for summary judgment, herein.*

11
12 **C. That in the alternative, even should this Court grant summary judgment on any**
13 **extra-contractual remedies, certainly a material issue of fact remains as to**
14 **whether Plaintiff's damages were proximately caused by any breach.**

15 Finally, Plaintiffs' neatly try to 'tie up' their Motion for summary judgment that arguing
16 that, if Defendant is found guilty of breach of the implied covenant of good faith and fair
17 dealing, this Court should also find all damages (included the \$3.5 million dollar default
18 judgment and costs and fees, etc.) were proximately caused by Defendant as a matter of law.
19 Defendant of course vehemently disputes it committed any 'bad faith.' However, even should
20 this Court so find summary judgment on these issues, Defendant argues that, in the alternative,
21 these damages not be found against Defendant as a matter of law. Neither the cases nor facts of
22 this case support such a finding.

23
24 In support of their argument, Plaintiff essentially relies on two cases. Plaintiff cites
25 United Insurance Co. v. Frontier Insurance Company, Inc., 120 Nev. 678 (2004) for the
26 proposition that where there is arguable or possible coverage, Defendant should have resolved
27 the issue in favor of the insured in providing coverage and a defense. Next, Plaintiff relies on
28

1 Pershing Park Villas v. United Pac. Ins. Co., 219 F.3d 895 (9th Cir. 2000) for the proposition that
 2 by not providing a defense, the ensuing default judgment is proximately caused by the
 3 Defendant's breach. However, when one reviews these cases it is clear that Plaintiff's argument
 4 falls apart.

5 In United Insurance Co. v. Frontier Insurance Co., the Nevada Supreme court actually
 6 found that the insurer was *not liable* for breach of the duty to defend when it failed to defend a
 7 loss that did not occur within the policy term. Accordingly, United Insurance actually supports
 8 the Defendant's position as here Defendant argues the policy expired *prior to the loss*. Similarly,
 9 two cases cited above, also support Defendant's position. In Lunsford v. American Guarantee
 10 Liab. Ins. Co., 18 F.3d 653 (9th Cir. 1994), the Court held that an insurer who investigated
 11 coverage and based its decision not to defend on reasonable construction of policy was not liable
 12 for bad faith breach of the duty to defend *even after* the Court resolved the ambiguity in the
 13 contract in favor of the insured. Also, in a prior case, Franceschi v Amer. Motor. Ins. Co., 852
 14 F.2d 1217 (9th Cir. 1988) the Court again resolved an ambiguity in favor of insured, but held the
 15 insurer's position had been reasonable and granted summary judgment as to bad faith claims.

16 Finally, the Pershing Park Villas decision is also distinguishable from the case at bar. In
 17 that case, decided on California law, the insurer had withdrew its defense shortly before trial,
 18 disclaiming coverage, however there was never any question as to whether there was a policy *in*
 19 *force*. Thereafter, the policy was found to provide coverage and, while the court found the
 20 insurer responsible for its breach of the duty to defend, it did so based in part on evidence
 21 presented that the insurer revealed documents *showing it knew there was a potential for*
 22 *coverage*. Obviously, then, this case is completely distinguishable from the present case as
 23 Defendant has maintained there was never a policy even in force covering the loss (i.e. not just a
 24 question as to coverage) and, more importantly, there has never been a showing that UAIC had
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1 any reason to believe there was a potential for coverage at that time. In fact, the case history
 2 shows Plaintiff changed his argument (to claim ambiguity) **during this litigation.**

3 Therefore, as the cases cited by Plaintiffs' are clearly distinguishable, Plaintiffs' cannot
 4 meet their burden regarding their assertion that Defendant proximately caused their damages
 5 (including the default judgment). In this way, even should this Court grant summary judgment on
 6 the bad faith claims, Defendant argues that, in the alternative, the court deny Plaintiffs' Motion
 7 that this Court find Plaintiffs' damages as a matter of law as, at the very least, questions of fact
 8 remain.
 9

10 IV.

11 CONCLUSION

12 Based upon the foregoing, Defendants UNITED AUTOMOBILE INSURANCE
 13 COMPANY respectfully requests that this Court deny Plaintiffs' Motion for Summary Judgment
 14 in its entirety.

15 In the alternative, should this Court find an ambiguity in the renewal statement and,
 16 create an implied contract, that this Court find that Defendant did not breach the implied
 17 covenant of good faith and fair dealing. Finally, and in the alternative, that should this Court
 18 grant summary judgment on the breach of the covenant of good faith and fair dealing that this
 19 Court find a material issue remains as to whether any such breach proximately caused Plaintiffs'
 20 claimed damages.

21 DATED this 26th day of March 2013.

22 ATKIN WINNER & SHERROD

23
 24 /s/Matthew J. Douglas
 25 Matthew J. Douglas
 26 Nevada Bar No. 11371
 27 1117 S. Rancho Drive
 28 Las Vegas, Nevada 89102
Attorneys for Defendant

CERTIFICATE OF ELECTRONIC SERVICE

I DO HEREBY CERTIFY that I am an employee of ATKIN WINNER & SHERROD and on the 26th day of March, 2013, I did serve, via electric service, the foregoing DEFENDANT UNITED AUTOMOBILE INSURANCE COMPANY'S OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

ORAL ARGUMENT REQUESTED

/s/ Victoria Hall

An employee of ATKIN WINNER & SHERROD

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*Attorneys for Defendant,
United Automobile Insurance Company*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JAMES NALDER, Guardian Ad Litem for
minor Cheyanne Nalder, real party in
interest, and GARY LEWIS, Individually;

Plaintiffs,

vs.

UNITED AUTOMOBILE INSURANCE
COMPANY, DOES I through V, and ROE
CORPORATIONS I through V, inclusive

Defendants.

CASE NO.: 2:09-cv-1348
DEPT. NO.:

**DEFENDANT UNITED AUTOMOBILE
INSURANCE COMPANY'S COUNTER-
MOTION FOR SUMMARY JUDGMENT
ON ALL EXTRA-CONTRACTUAL
CLAIMS OR REMEDIES; OR, IN THE
ALTERNATIVE, MOTION TO
BIFURCATE CLAIMS FOR EXTRA-
CONTRACTUAL CLAIMS OR
REMEDIES; FURTHER, IN THE
ALTERNATIVE, MOTION FOR LEAVE
TO AMEND ANSWER TO FILE
COUNTER-CLAIM**

ORAL ARGUMENT REQUESTED

Defendant UNITED AUTOMOBILE INSURANCE COMPANY brings this Counter-
Motion for Summary Judgment on all Extra-contractual Claims or Remedies, or, in the
alternative, Motion for Bifurcation of Certain Claims; finally, Motion for Leave to Amend.

DATED this 26th day of March, 2013.

ATKIN WINNER & SHERROD

/s/ Matthew J. Douglas
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POINTS AND AUTHORITIES

I.

INTRODUCTORY STATEMENT

Defendants initially brought these Motions as part of a Motion for Summary Judgment on all claims. These Motions were heard on December 7, 2010 and, at that time, the Court ruled that no policy existed for Gary Lewis and, as such, granted summary judgment in favor of Defendant, dismissed the remaining Counts and, denied the Motions to bifurcate and Motion to amend as moot. *The Court's Order is contained in Document No. 42 of the record from this case* Thereafter, Plaintiff appealed and, after hearing before the Ninth Circuit, the Appellate Court found that a material issue of fact existed as to an ambiguity in the renewal statement sent to Lewis and, as such, remanded this matter. The Appellate Court did, however, affirm the Court's grant of summary judgment in regards to Plaintiff's 'statutory grounds' for coverage¹. *A copy of the Appellate Court Order is attached to Plaintiff's Motion for Summary Judgment as Exhibit '7.'* Accordingly, only Plaintiff's claim of an 'ambiguity' in the renewal statement sent to Lewis remains as a grounds for coverage on the breach of contract claim.

Plaintiff has now filed a Motion for Summary Judgment on coverage for the loss (regarding the ambiguity in the renewal) as well as on the extra-contractual claims². *See Document No. 88, herein.* Defendant has filed an Opposition to that Motion. Defendant brings this Counter-Motion on the basis that regardless of how this Court rules in regards to coverage (i.e. on the ambiguity issue in the renewal), the Defendant believes this Court can find in favor of Defendant on all of Plaintiff's extra-contractual claims or remedies. In short, Defendant argues

¹ Plaintiff had argued that the Nevada Mid-term cancellation statute, Nev. Rev. Stat. § 687B.320, and the Nevada Non-renewal statute, Nev. Rev. Stat. § 687B.340, served as alternative bases for coverage. The Trial Court found these statutes did not apply as a matter of law and, the 9th Circuit Court of Appeals, affirmed. As such, these alternative bases for coverage have been denied.

² Plaintiff claims Defendant has breached the implied covenant of good faith and fair dealing and sections of the Nevada Unfair Claims Practices Act, Nev. Rev. Stat. § 686A.310. *See copy of Complaint, attached as Exh. 'H' to Defendant's Opposition to the Plaintiff's Motion for Summary Judgment.*

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1 that Plaintiffs' remaining claim *for coverage* is, at best, a claim for this Court to create an
2 implied or, constructive, insurance contract based on the alleged ambiguities *in the renewal*
3 *statement*. Such an implied or, constructive insurance policy would not allow claims pursuant to
4 N.R.S. 686A.310 *as no policy existed at the time*. Furthermore, Defendant also argues that where
5 the parties agree no policy was in force (per its terms), a Federal District Court judge has already
6 found there was no coverage (and by extension UAIC's interpretation of the renewal statement
7 was a reasonable one) and, at hearing on the Motion Plaintiff's Counsel also agreed Defendant's
8 interpretation of renewal statements was "reasonable" – there was obviously a 'genuine dispute'
9 as to coverage. Accordingly, as UAIC's interpretation of the renewal *was reasonable*, a genuine
10 dispute as to coverage existed. Therefore, even should this Court now find, almost 6 years after
11 the loss, that the renewal was ambiguous and create an implied insurance contract, Defendant
12 argues this Court should rule in its favor and against Plaintiff's on the extra-contractual remedies
13 under prevailing case law as Defendants actions were nevertheless reasonable based on the facts
14 at the time. Further, in the alternative, should this Court not grant summary judgment on the
15 extra-contractual claims, Defendants asks they be bifurcated from the contract claim and,
16 additionally, Defendant seeks leave to amend to file a counter-claim against Plaintiffs'.

17 II.

18 STATEMENT OF FACTS

19 Defendant UNITED AUTOMOBILE INSURANCE COMPANY (hereinafter referred to
20 as "UAIC") will not re-state all pertinent facts as the essential facts for are set forth in its original
21 Motion for Summary Judgment (*Document No.17, herein*), its Reply in support of the original
22 Summary Judgment Motion (*Document No.21*) and its current Opposition to Plaintiff's Motion
23 for Summary Judgment (*Document No. 89*). Moreover, most of the facts are basically
24 undisputed. Accordingly, rather than re-submit facts and, exhibits, Defendant submits its
25 statement of facts and Exhibits, from its original Motion for Summary Judgment, Reply thereto,
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1 and its current Opposition to Plaintiff's Motion for Summary Judgment (including the
2 declarations of Jan Cook and Danice Davis) as if fully set forth herein.

3 That said, in short, this is an insurance claim which was denied due to termination of a
4 policy after the plaintiff, Gary Lewis, failed to pay his premium. Defendant has very little
5 information regarding the subject accident which the Plaintiff underlies this suit but, it appears
6 that Gary Lewis was operating his vehicle in Pioche, Nevada on July 8, 2007 wherein he struck
7 minor pedestrian, Cheyenne Nalder. *See copy of Plaintiff Lewis' deposition, attached as Exhibit*
8 *'A', to Defendant's Opposition to Plaintiff's Motion for Summary Judgment, p. 14, lines 1-15, p.*
9 *15, lines 12-15.* Thereafter, Nalder and her father commenced a personal injury action against
10 Lewis.

11 However, Mr. Lewis' policy of insurance had expired, and had not been renewed, due to
12 nonpayment of renewal premium at the time of this accident. Presumably sensing this might be
13 a problem, Mr. Lewis hastily made arrangements to pay a premium and acquire a new policy
14 after he caused the accident. ³ After Attorneys for the Nalder Plaintiff's obtained a \$3.5 million
15 dollar default judgment against Lewis, Attorneys for the Nalders and Lewis commenced this
16 lawsuit for 'bad faith,' claiming UAIC should have covered Lewis, even though his policy had
17 expired.

18 When the case opened, Gary Lewis *first* insisted that he had, in fact, paid for his premium
19 prior to the expiration of his policy on June 30th, 2007 and *that Defendant had denied receiving*
20 *it. See copy of Plaintiff's initial responses to requests for admissions, attached as Exhibit 'C' to*
21 *Defendant's Opposition to Plaintiff's Motion for Summary judgment, numbers 4 & 7.* However,
22 Lewis also refused to answer any discovery or produce any documents evidencing this alleged
23 payment. Moreover, Lewis objected and refused to produce the assignment of rights under
24 which the Nalder Plaintiffs brought the instant suit. These responses necessitated a Motion to
25

26
27 ³ Attached as Exhibit '5' the deposition of Giselle Molina, *which is attached to Defendant's*
28 *Opposition to Summary Judgment as Exhibit 'B', is a copy of the receipt of payment, on July 10th, 2007 (2*
days after the accident), for the premium payment made by Lewis at the U.S. Auto Insurance Agency

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1 Compel discovery responses and a motion for sanctions. In response to this motion, at the
2 eleventh hour (on the doorstep to the courtroom on the day of the hearing on the Motion), the
3 plaintiff simply *changed his story* and **admitted that he had not, in fact, ever paid his**
4 **premium for a renewal policy before the previous policy was terminated.** *See copies of*
5 *Plaintiff's supplemental Responses to Requests for admission, which are attached as Exhibit 'D'*
6 *to Defendant's Opposition to the Motion for Summary Judgment.* Further, at that time, the
7 plaintiff also produced an 'Assignment' - which purports to assign Plaintiff Lewis' chose in
8 action to the Nalder Plaintiffs' - but, which was entered into on February 28, 2010⁴. *See Exhibit*
9 *'E' to Defendant's Opposition to the Motion for summary judgment.* Plaintiffs - by virtue of the
10 amended responses to requests for admissions - admitted there are no material issues of fact
11 concerning the fact that Lewis did not timely pay his premium. Instead, at that point Plaintiffs'
12 shifted their argument to argue that Lewis was due coverage because of an *ambiguity* in the
13 renewal statement - *not that he paid his premium timely.*

14 Lewis' insurance policy, number NVA 020021926, with Defendant United Automobile
15 Insurance Company had expired, per its terms, on June 30, 2007. The policy, as such, was not in
16 effect on July 7, the date of loss. *See Declaration of Western Regional Marketing and*
17 *Underwriting Manager for United Automobile Insurance Company, Danice Davis, with copy of*
18 *policy number NVA 020021926 declarations page and policy, attached thereto as Exhibit 'A.'*
19 Although United Automobile had mailed a renewal notice to Gary Lewis advising that his policy
20 would terminate on June 30 if payment were not received by that date, Mr. Lewis did not pay his
21 premium. *See Declaration of Western Regional Marketing and Underwriting Manager for*
22 *United Automobile Insurance Company, Danice Davis, with copy of Exhibit renewal notice,*
23 *attached as Exhibit 'B' thereto.* The renewal notice clearly put Lewis on Notice that his premium

24 _____ (Cont.)
25 located at 3909 W. Sahara Ave., Las Vegas, Nevada. *See also the corresponding receipt of said payment*
26 *by UAIC, Exhibit 'C' to the Declaration of Danice Davis.*

27 ⁴ The court will note that this purported 'assignment' was apparently executed long after the
28 lawsuit was filed. It begs the obvious question how, or why, the plaintiffs were able to commence this
lawsuit without any legal basis or authority for bringing it. Again, the 'assignment' was only produced
after a motion to compel and motion for sanctions was pending before the court.

1 for his renewal policy was due "no later than 6/30/07." *See Exhibit 'B' attached to Declaration*
 2 *of Danice Davis.*

3 It was only after the loss occurred, on July 8, 2007, that Lewis presented a money order
 4 for payment of his premium for a new policy, on July 10th, 2007. *See Declaration of Western*
 5 *Regional Marketing and Underwriting Manager for United Automobile Insurance Company,*
 6 *Danice Davis, with copy of cashier's check receipt of premium for said new policy number NVA*
 7 *030021926 on July 8, 2007 attached as Exhibit 'C', thereto. At that time a new policy, number*
 8 *NVA 030021926, was initiated with a term of July 10, 2007 to August 10th, 2007. See*
 9 *Declaration of Western Regional Marketing and Underwriting Manager for United Automobile*
 10 *Insurance Company, Danice Davis, with copy of declarations page for number NVA 030021926,*
 11 *attached as Exhibit 'D,' thereto.*

12 As stated, the plaintiff initially insisted that he paid his policy premium on time, and that
 13 UAIC must have lost or misplaced it. Then, in the wake of discovery and a motion to compel,
 14 Gary Lewis has admitted that he did not remit any amount for renewal of UAIC Policy number
 15 NVA 020021926 after June 12, 2007 and before June 30, 2007 nor between June 30, 2007 and
 16 July 10, 2007. *A copy of Plaintiff Gary Lewis' supplemental Answers to requests to admit are*
 17 *attached as Exhibit 'D' to Defendant's Opposition to the Motion for Summary judgment.*

18 As such, Defendant has maintained that this loss occurred during the period of non-
 19 coverage that existed from June 30, 2007 to July 10th, 2007. *See Declaration of Western*
 20 *Regional Marketing and Underwriting Manager for United Automobile Insurance Company,*
 21 *Danice Davis.* UAIC became aware of the loss when Lewis called the Company to check
 22 coverage on July 13, 2007 whereupon customer service representative Eric Cook informed him
 23 the loss occurred in a period of no coverage after confirming this with the Underwriting
 24 Department. *See Deposition of Eric Cook attached as Exhibit 'F' to Defendant's Opposition to*
 25 *the motion for summary judgment, p. 36, Lines 17-23, p. 53, lines 4- 10, and copy of*
 26 *Underwriting notes confirming call with Lewis, attached hereto as Exhibit 'I' to deposition of*
 27 *Giselle Molina, attached as Exhibit 'B', to Defendant's Opposition to the Motion for summary*
 28

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1 judgment⁵. Thereafter, when Counsel for the Nalders' made a formal claim upon UAIC, the
2 Company double-checked coverage with underwriting and, contacted the insurance agency, U.S.
3 Auto, who confirmed Lewis had not paid his premium until July 10, 2007 and provided a copy of
4 the receipt. Additionally, UAIC attempted to contact Lewis, but was unsuccessful. *See copy of*
5 *deposition testimony of Jan Cook, attached as Exhibit 'G' to Defendant's Opposition to the*
6 *Motion for summary judgment, p. 34, lines 8-19, p. 35, lines 7-18, p. 50, lines 11-14, p. 56, lines*
7 *2-15, p. 68, lines 13-16, p. 72, lines 14-20; See Copy of Deposition testimony of Giselle Molina,*
8 *attached as Exhibit 'B' to the Opposition to the Motion for summary judgment, p. 30, lines 4-5,*
9 *and see copy of UAIC's claims notes, attached as Exhibit '4' to the deposition of Giselle Molina,*
10 *Exhibit 'B', to the Opposition to the Motion for summary judgment.*

11 After verifying with the agency that no payment had been made prior to expiration of the
12 June policy until July 10, 2007, Plaintiffs were informed of the fact that no coverage was in force
13 for the loss. *See Declaration of Western Regional Claims Manger for United Automobile*
14 *Insurance Company, Jan Cook, and attached copy of correspondence to Counsel for Plaintiff,*
15 *attached thereto as Exhibit 'A.'* Plaintiff James Nalder, as guardian of Cheyenne Nalder, then
16 filed suit in the Clark County District Court on October 9, 2007 under suit number A549111. On
17 October 10, 2007, and again November 1, 2007, the Company informed both claimant attorneys
18 via correspondence of the fact there was no coverage due to non-renewal for failure to pay
19 premium. *See Declaration of Western Regional Claims Manger for United Automobile Insurance*
20 *Company, Jan Cook, and attached copy of correspondence to Counsel for Plaintiff, attached*
21 *thereto as Exhibits 'A' and 'B.'*

22 Lewis' current attorneys commenced suit **against him** in 2007, after they were advised
23 that Lewis had no insurance for this loss. Lewis' current attorneys then took a default against
24 their now client. On May 15, 2008 Plaintiff's petitioned the Court for a default Judgment in the
25 amount of \$3.5 million. On May 16, 2008 the plaintiff attempted to amend that petition to seek
26

27 ⁵ This same note was used at Eric Cook's deposition, but Plaintiff never supplied the Exhibit to
28 the court reporter.

1 \$5 million. On June 2, 2008 the court entered a default judgment against Lewis for \$3.5 million.
 2 There is no evidence in the record that Plaintiffs ever notified Defendant of service of the suit
 3 against him or, of the default judgment, prior to commencing this suit over a year later.

4 On May 22, 2009 Nalder and Lewis filed the present suit against the UAIC seeking
 5 payment of the default judgment against Lewis. *See Plaintiff's Complaint, attached as Exhibit*
 6 *'H' to the Opposition to the Motion for summary judgment.* Plaintiffs have also made several
 7 'extra-contractual' or 'bad faith' claims against Defendant UNITED AUTOMOBILE
 8 INSURANCE COMPANY. *See Plaintiff's Complaint.* Namely, Plaintiff alleges UNITED
 9 AUTOMOBILE INSURANCE COMPANY has breached its duty of good faith and fair dealing
 10 towards Plaintiffs, and failed to abide by Nevada's Fair Claims and Practices Act, N.R.S.
 11 686A.310. Plaintiffs' bad faith claims are set forth in his Complaint. *See Plaintiff's Complaint*
 12 Defendants have denied Plaintiff's claims. *See Copy of United Auto's Answer and Affirmative*
 13 *Defenses, attached as Exhibit 'I' to the Opposition to the Motion for summary judgment.*

14 Defendant has, from the outset, disputed coverage for Plaintiff's claims. It is clear that
 15 there was no policy was in effect the date of loss and, therefore, no coverage would be owed to
 16 Lewis for plaintiff's claims. However, Defendant argues that regardless of this Court's ultimate
 17 determination regarding any ambiguity in the renewal statement, Defendant had a reasonable
 18 belief no coverage existed based on the failure to timely remit premium and, as such, cannot be
 19 liable for any extra-contractual damages, in hindsight, several years later based on a *ad hoc* legal
 20 argument for coverage. Under Nevada law and the law followed by the Ninth U.S. Circuit Court
 21 of Appeals an insured must first establish that he has a claim before making bad faith claims
 22 against the insurer. In the case at bar, it is far from clear that all even Plaintiffs have standing to
 23 sue for bad faith.

24 ///

26 ///

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III.

LEGAL DISCUSSION

A. **Legal standard for summary judgment**

Pursuant to F.R.C.P. 56(a), the Court must enter summary judgment when "...there is no genuine issue as to any material fact and...the moving party is entitled to a judgment as a matter of law." Under this Rule, the moving party has the initial burden of showing the absence of a genuine issue of material fact. Once the movant's burden is met by presenting evidence which, if uncontroverted, will entitle the moving party to a judgment as a matter of law. The burden then shifts to the respondent to set forth specific facts demonstrating that there is a genuine issue for trial. Pioneer Chlor Alkali Company, Inc. v. National Union Fire Insurance Company of Pittsburgh, Pennsylvania, 863 F. Supp. 1237, 1238 (D. Nev. 1994), citing Adickes v. S.H. Kres and Company, 398 U.S. 144, 26 L.Ed. 2d 142, 90 S. Ct. 1598 (1970); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250, 91 L.Ed. 2d 202, 106 S. Ct. 2548 (1986).

The party opposing summary judgment cannot rest on the allegations of the pleadings, but must show that admissible evidence exists that demonstrates a genuine issue of fact for trial. Brinson v. Linda Rose Joint Venture, 53 F.3d 1044, 1049 (9th Cir. 1995). Though the pleadings and exhibits must be construed in a light most favorable to the nonmoving party, the nonmoving party must do more than simply show some undefined doubt as to the operative facts in order to avoid summary judgment. Wood v. Safeway, Inc., 121 P.3d 1026, 1031 (Nev. 2005). Where a plaintiff fails to make out the elements of his claim, summary judgment is proper. Davis v. Liberty Mutual Ins. Co., 525 F.2d 1204 (5th Cir. 1979).

B. **It is clear that, at the very least, a genuine dispute existed as to coverage for the loss and Defendant had a reasonable belief no coverage existed for the loss in question**

In the case at bar Gary Lewis had a policy of insurance with United Auto that expired – per the terms of the document – on June 30th, 2006 if Plaintiff did not renew the policy. Plaintiff admits he did not tender premium payment for a new policy – beginning July 1, 2007 – prior to

1 June 30, 2007 as directed by the renewal notice. Thereafter, Plaintiff admits that he failed to pay
 2 any premium for new coverage until July 10, 2007. As such, UAIC maintains Lewis simply had
 3 no coverage the day of the loss, July 8, 2006 and, based on this reasonable belief, denied
 4 coverage. Moreover, Federal District Judge Reed originally agreed with UAIC's position and
 5 granted summary judgment in favor of Defendant. Moreover, at the hearing on the Motion for
 6 Summary Judgment, Counsel for Plaintiffs' had to admit that UAIC's interpretation of the
 7 renewal was reasonable. Accordingly, for all these reasons, UAIC argues that, regardless of this
 8 Court ultimate determination regarding Plaintiff's argument that the renewal was ambiguous,
 9 UAIC's actions were reasonable and a genuine dispute exists as to coverage, foreclosing any
 10 extra-contractual remedies.

11
 12 ***1. It is uncontroverted that the only evidence of record shows that Plaintiff's policy***
 13 ***term expired and, was not renewed prior to the loss.***

14 It is axiomatic that unambiguous language in a contract's terms must be upheld. Farmer
 15 Ins Co. v. Young, 108 Nev. 328 (Nev. 1992). Furthermore, the Nevada courts have found that
 16 clear language stating a policy's liability limits will be upheld. Farmers Ins. Co. v. Stanik, 110
 17 Nev. 64 (Nev. 1994). Finally, the courts in Nevada have also clearly held that a claim must arise
 18 in the policy's term for coverage. Intercoast Mut. Ins. Co. v. Anderson, 75 Nev. 457 (1959) (In
 19 that case the Court found insured's injury to have occurred before the policy lapsed and, as such,
 20 found coverage). This rule has been upheld by the Ninth Circuit Court of Appeals where they
 21 have found there was no coverage for a loss when a policy expired per its own terms prior to a
 22 loss. State Farm Mut. Auto. Ins. Co. v White, 563 F.2d 971 (U.S.C.A. 9th Cir. 1977).

23
 24 Here, it is patently evident from the face of Lewis Declaration page for his policy with
 25 United Auto, number NVA 020021926, that said policy expired – per its own terms on June 30,
 26 2007. *See copy of Declaration of Western Regional Underwriting and Marketing Manager for*
 27
 28

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1 *United Auto, Danice Davis, with copy of Declarations page and policy for policy number NVA*
2 *020021926 attached as Exhibit 'A', thereto, at page 11, 'policy period, territory.'* The Plaintiff
3 only paid for a new policy term after his policy had expired. Prior to expiration of the June 2007
4 monthly policy, United Auto sent Lewis a 'Renewal Statement' that clearly provided he needed
5 to remit premium for his July 2007 Policy by June 30, 2007. *See Declaration of Danice Davis*
6 *and Exhibit 'B', thereto.* This Renewal statement is clear and unambiguous. It states quite
7 prominently that Lewis premium was due "no later than 6/30/07." *See Declaration of Danice*
8 *Davis and Exhibit 'B', thereto.*

10 The only evidence of record, however, is that Lewis failed to pay any premium for a new
11 policy for July 2007 prior to July 10, 2007 until after he wanted to make a claim. *See*
12 *Declaration of United Auto Western Regional Underwriting and Marketing Manager, Danice*
13 *Davis, along with copy of Declaration page for policy number NVA 030021926, attached as*
14 *Exhibit 'D' as well as copy of receipt of premium for said policy, attached as Exhibit 'C'; See*
15 *also Supplemental Answers to Requests for admissions by Gary Lewis, Exhibit 'D' to*
16 *Defendant's Opposition to the Motion for summary judgment.* It is also equally clear that this
17 policy only affords coverage for losses that occur within the policy term and, here, the loss
18 occurred July 8, 2007, during a period where Lewis had no coverage. *See Declaration of Western*
19 *Regional Claims Manager, Jan Cook.*

21 Therefore, it is undisputed that this loss occurred after Lewis policy number NVA
22 020021926 expired but, prior to Lewis' paying the premium for a new policy, number NVA
23 030021926. In fact, Lewis only attempted to re-instate insurance coverage *after* the subject loss
24 and, evidences his knowledge that he was without coverage at the time of the loss. The
25 unfortunate case here is that Lewis was operating his vehicle at the time of this loss when he
26 caused injury to Cheyanne Nalder, without insurance coverage. Although this situation is
27
28

1 regrettable, it is not the responsibility of United Auto for whom no premium was received for the
 2 period covering the loss. The fact is it is the fault of Plaintiff Lewis for failing to maintain auto
 3 insurance coverage in accordance with the laws of the State of Nevada.

4 ***2. Defendant's actions post loss were reasonable based upon all information available***
 5 ***at the time and based upon sound precedent.***

6 Under Nevada law it is long been the case that where there is no potential for coverage,
 7 no duty to defend or indemnify exists. Bidart v. Amer. Title Ins. Co., 103 Nev. 175, 734 P. 2d
 8 732 (NV. 1987). In United National Ins. Co. v Frontier Ins. Co., 120 Nev. 678, 99 P.3d 1153
 9 (2004), the Nevada Supreme Court ruled – in a case remarkably similar to the one at bar – that
 10 where a loss occurred after a policy term expired, there was no coverage and, as such, no duty to
 11 defend. That case arose from an instance where the Hilton marquee sign had blown over in a
 12 windstorm causing loss. When damages were sought from the contractor who erected the sign,
 13 that entity sought additional coverage from its prior insurers whom, in turn, denied coverage as
 14 the loss occurred after expiration of their policies. The Supreme Court upheld summary
 15 judgment in favor of the prior insurers and, in so holding, the Court found again ruled without a
 16 potential for coverage, there is no duty to defend. Id. at 686. Moreover, the Nevada Supreme
 17 Court stated that the duty to defend is not absolute and only exists when there is arguable or
 18 possible coverage. {citing Morton by Morton v Safeco Ins. Co., 905 F.2d 1208 (U.
 19 S.C.A. 9th Cir. 1990) (applying California law the Court found there was no duty to defend for
 20 claim with no potential for coverage for intentional act under insurance policy} Id. at 687.

21 In this case, UAIC investigated coverage when notified of the loss by both confirming the
 22 lapse through their underwriting department. This was done when Lewis initially called the
 23 Company to check coverage on July 13, 2007 whereupon customer service representative Eric
 24 Cook informed him the loss occurred in a period of no coverage after confirming this with the
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Underwriting Department. *See Deposition of Eric Cook attached as Exhibit 'F' to Defendant's Opposition to the Motion for summary judgment, p. 36, Lines 17-23, p. 53, lines 4- 10, and copy of Underwriting notes confirming call with Lewis, attached as Exhibit 'I' to deposition of Giselle Molina, Exhibit 'B' to Opposition to the Motion for summary judgment*⁶. Thereafter, when Counsel for the Nalders' made a formal claim upon UAIC, the Company double-checked coverage with underwriting and, contacted the insurance agency, U.S. Auto, who confirmed Lewis had not paid his premium until July 10, 2007 and provided a copy of the receipt. Additionally, UAIC attempted to contact Lewis, but was unsuccessful. *See copy of deposition testimony of Jan Cook, attached as Exhibit 'G' Opposition to the Motion for summary judgment, p. 34, lines 8-19, p. 35, lines 7-18, p. 50, lines 11-14, p. 56, lines 2-15, p. 68, lines 13-16, p. 72, lines 14-20; See Copy of Deposition testimony of Giselle Molina, attached as Exhibit 'B' Opposition to the Motion for summary judgment, p. 30, lines 4-5, and see copy of UAIC's claims notes, attached as Exhibit '4' to the deposition of Giselle Molina, Exhibit 'B' to the Opposition to the Motion for summary judgment.* As discussed above, UAIC was never informed of Plaintiff's claim of an 'ambiguity' in the renewal notice until well into discovery of *this case - in about March 2010*. In fact, at hearing on the original Motion for summary Judgment, the District Judge agreed with Defendant and granted Summary judgment as to coverage. *See Document No. 42.* Moreover, at that same hearing on the summary judgment, Counsel for Plaintiff **admitted that the Defendant's position regarding the renewal statements was a reasonable one.** *Attach See Exhibit 'J' to Defendant's Opposition to the Motion for summary judgment, p. 35, lines 20-24.* As such, while the Appellate Court did overturn the summary judgment – it is clear that at least one Federal District Court Judge and, Plaintiff's Counsel,

⁶ This same note was used at Eric Cook's deposition, but Plaintiff never supplied the Exhibit to the court reporter.

1 agreed that Defendant's interpretation of the renewals was reasonable. Therefore, UAIC's
 2 decision that there was no coverage for the loss must be found to have been a reasonable one at
 3 the time. Accordingly, if Defendant was reasonable in its belief there was no coverage – how can
 4 it be liable for bad faith five years later because the Court might eventually agree with an *ad hoc*
 5 legal argument concerning an ambiguity in a renewal? Defendant argues that UAIC should not
 6 be held so liable.
 7

8 Undoubtedly, Plaintiff will cite case law in Opposition to this Motion suggesting that
 9 Defendant committed some bad faith for failing to fully investigate the claim, failing to send
 10 notice of settlement offers and/or, for failing to defend. Defendant will reply to any such
 11 arguments, however, what Plaintiff misses is that for any such argument to succeed *there would*
 12 *at least have to been a policy in place.* That is, if a policy was in place and, the coverage
 13 question surrounded *whether the allegations in the Complaint were covered* – more investigation
 14 may have been needed. Here, regardless of the claims made in the Complaint, **it is unquestioned**
 15 **there was no policy as Lewis failed to remit premium.** The record reveals Defendant twice
 16 confirmed this situation with Lewis' agent who confirmed Lewis had not tendered premium
 17 timely for his renewal. *See above-noted testimony and records.* In fact, Defendant was informed
 18 that Lewis raced back from Pioche, Nevada to remit his late premium on July 10th, 2007 - 2 days
 19 post loss and 10 days since the expiration of his policy. Lewis never informed his agent or,
 20 UAIC that he misunderstood his renewal statement at that time nor, after he was informed there
 21 was no coverage. *See copy of Lewis deposition, attached as Exhibit 'A' to Defendant's*
 22 *Opposition to the Motion for summary judgment, p.49, lines 2-16, p.78, lines 23-25 .* Moreover,
 23 Lewis continued to renew his policy with UAIC – often late – for nearly another year, **never**
 24 **having claimed any ambiguity.** *See records of Lewis' policy, attached as Exhibit '2' to*
 25 *Plaintiff's Opposition to Defendant's original Motion for summary judgment.*
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Here, Defendant was never informed of the claimed ‘ambiguity’ until about March 2010 - well after this Complaint was filed. Accordingly, at the time coverage was denied and the underlying suit was filed Defendant could not have known such a claim was being made. Therefore, absent hindsight, Defendant had no reason to know there was any argument for coverage such as to justify Plaintiffs’ claim that Defendant should have further investigated a claim and, defended a case, *for which no policy was in force*.

As referenced by the Nevada Supreme Court in Allstate v Miller, 125 Nev. 300, 212 P.3d 318 (NV. 2009), when there is a genuine dispute regarding an insurer's legal obligations, the district court can determine if the insurer's actions were reasonable... and the Court “evaluates the insurer's actions at the time it made the decision.” citing Cal Farm Ins. Co., 31 Cal. Rptr. 3d at 629

evidence suggest UAIC’s actions were reasonable and this Court can so find. Moreover, even today, it seems clear that UAIC’s coverage decision was based on a reasonable position – as admitted by Plaintiffs’ Counsel at an earlier hearing and, agreed with by the former Judge hearing this matter.

C. **Accordingly, Defendant seeks summary judgment on all of Plaintiff’s claims for extra-contractual remedies, and/or ‘bad faith’ claims, as a ‘Genuine Dispute’ as to coverage exists and, UAIC’s actions were reasonable.**

As this Court can see, the main issue in this case is not merely coverage - for Mr. Lewis’ \$15,000 liability limits - but Plaintiffs’ causes of action for breach of the covenant of good faith and fair dealing, insurance bad faith, violations of Nevada Fair Claims Practices Act – from which they hope to receive a windfall and collect on a default judgment of \$3.5 million plus additional fees and costs. The Nevada Supreme Court and the Ninth Circuit Court of Appeals have provided guidelines as to when “bad faith actions” become ripe and, whether they can be dismissed as a matter of law when the insurers actions are reasonable. Because of the holdings

1 in those cases, it is respectfully requested that this Court dismiss all extra-contractual causes of
2 action, regardless of the Court's ultimate findings regarding the ambiguity for the breach of
3 contract claim.

4 Nevada law relative to the tort of "bad faith" was succinctly explained in the case of
5 Schumacher v. State Farm Fire & Cas. Co., 467 F. Supp. 2d 1090, 1096 (D. Nev. 2006) wherein
6 the court confirmed the following:
7

8 The Supreme Court of Nevada adopted the cause of action called
9 "bad faith" in United States Fidelity & Guar. Co. v. Peterson, 91
10 Nev. 617, 540 P.2d 1070 (1975). Nevada's definition of bad faith
11 is: (1) an insurer's denial of (or refusal to pay) an insured's claim;
12 (2) without any reasonable basis; and (3) the insurer's knowledge
13 or awareness of the lack of any reasonable basis to deny coverage,
14 or the insurer's reckless disregard as to the unreasonableness of the
15 denial. Pioneer, 863 F.Supp. at 1247, citing American, 102 Nev. At
16 605; Falline v. GNLV Corp., 107 Nev. 1004, 1009, 823 P.2d 888
17 (1991); [*1096] see also, Pemberton v. Farmers Insurance
18 Exchange, 109 Nev. 789, 858 P.2d 380 (1993) ("a]n insurer fails to
19 act in good faith when it refuses [**14] 'without proper cause' to
20 compensate the insured for a loss covered by the policy.").

21 The foregoing indicates that if a dispute exists as to whether coverage even exists for a claim
22 under the policy and insured may certainly seek recovery from the insurer under the contractual
23 provisions of the policy. However, if the insurer has a reasonable basis to deny coverage there
24 cannot be 'bad faith.'

25 Moreover, the Ninth Circuit has recognized the "genuine dispute" doctrine. This doctrine
26 stems from the recognition that insurance companies have to investigate claims and should be
27 allowed to do so without fear of accusations of bad faith. Courts hold that the implied duty to
28 investigate claims allows the insurer to give its own interests consideration equal to that it gives
its insureds. The "genuine dispute" doctrine protects insurers from bad faith claims where the
insurer can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001
U.S. Dist. LEXIS 9614 (2001). The existence of a genuine dispute as to Defendant's legal

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liability to pay benefits precludes, as a matter of law, extra-contractual recovery against the insurer for breach of the implied covenant of good faith and fair dealing. Opsal v. United Services Auto Association, 10 Cal. Rptr. 2d 353 (1991). The key to a bad faith claim is whether or not the insurer's denial of coverage was reasonable. Under the "genuine dispute" doctrine a bad faith claim can be dismissed on summary judgment if the defendant can show that there was a genuine dispute as to coverage. See Guebara v. Allstate Insurance Company, 237 F.3d 987, 992 (9th Cir. 2001) (citations omitted).

Moreover, the Nevada Supreme Court *has followed the genuine dispute doctrine* as set forth in Allstate Ins. Co. v Miller, 125 Nev. 300, 212 P.3d 318 (NV. 2009) where the Court, stated:

"When there is a genuine dispute regarding an insurer's legal obligations, the district court can determine if the insurer's actions were reasonable. See Lunsford v. American Guarantee & Liability Ins. Co., 18 F.3d 653, 656 (9th Cir. 1994) (interpreting California law); CalFarm Ins. Co. v. Krusiewicz, 131 Cal. App. 4th 273, 31 Cal. Rptr. 3d 619, 629 (Ct. App. 2005) (holding that if an insurer's reasonableness depends on legal precedent, then the issue is reviewed de novo). This court reviews de novo the district court's decision in such cases and evaluates the insurer's actions at the time it made the decision. Cal Farm Ins. Co., 31 Cal. Rptr. 3d at 629.

In Homeowners Ass'n v. Associated Internat. Ins. Co., 90 Cal. App. 4th 335, 108 Cal. Rptr. 2d 776, 783 (Ct. App. 2001), the California Court of Appeals held that a bad-faith claim requires a showing that the insurer acted in deliberate refusal to discharge its contractual duties. **Thus, if the insurer's actions resulted from "'an honest mistake, bad judgment or negligence," then the insurer is not liable under a bad-faith theory.** *Id.* (quoting Careau & Co. v. Security Pacific Business Credit, Inc., 222 Cal. App. 3d 1371, 272 Cal. Rptr. 387 (Ct. App. 1990)) Pemberton v. Farmers Ins. Exchange, 109 Nev. 789, 793, 858 P.2d 380, 382 (1993) (holding that bad faith exists when an insurer acts without proper cause); Feldman v. Allstate Ins. Co., 322 F.3d 660, 669 (9th Cir. 2003) bad faith, plaintiff must show insurer unreasonably or without cause withheld benefits due under the policy).

Id. at 317, 329. (emphasis added)

Further, other Nevada decisions have held that "[b]ad faith is established where the insurer acts unreasonably and with knowledge that there was no reasonable basis for its

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conduct.” Guarantee National Insurance Company v. Potter, 112 Nev. 199, 206, 912 P.2d 267, 272 (1996). In American Excess Insurance Company v. MGM, 102 Nev. 601, 729 P.2d 1352 (1986), the Nevada Supreme Court held that an insurer cannot be found liable for bad faith, as a matter of law, if it had a reasonable basis to contest coverage. The Court in American Excess, supra, defined bad faith as “an actual or implied awareness of the absence of a reasonable basis for denying benefits of the policy.” Id. at 605. The Court stated that “because we conclude that AEI’s interpretation of the contract was reasonable, there was no basis for concluding that AEI acted in bad faith.” Id. In applying Nevada law, the United States District Court in Pioneer Chlor Alcholi Company, Inc. v. National Union Fire Insurance Company, 863 F. Supp. 1237 (D. Nev. 1994) also stated that where a legitimate contractual dispute exists, the insurer “is entitled to its day in court on such an issue without facing a claim for bad faith simply because it disagrees with [the insured].” Id. at 1250.

Accordingly, from the Allstate holding and, other decisions cited herein, it is clear that the key to a bad faith claim is **whether or not the insurer’s decision regarding coverage is reasonable** and, that when the insurer’s actions are reasonable, the Court can decide so as a matter of law and dismiss extra-contractual claims. Here, Plaintiffs claims that they are entitled to \$3.5 million dollar default judgment, far in excess of Mr. Lewis’ \$15,000 policy limits, apparently because of Defendant’s ‘bad faith’ for their failure to defend under Lewis’ policy. However it seems clear from the discussion above, regarding Defendant’s actions on the policy - which was not in force at the time by plaintiff’s admission **no payment was made between June 12, 2007 and July 10, 2007** - that Plaintiffs’ must admit a *genuine dispute* exists as to coverage for the loss. In fact, Plaintiffs’ Counsel admitted just this fact at hearing on the initial Motion for summary judgment when he admitted Defendant’s reading of the renewal was reasonable. *See Exhibit ‘J’ to Defendant’s Counter-Motion for summary judgment, p. 35, lines 20-24.* Indeed a Federal District Court Judge has also already found UAIC’s interpretation of the

1 renewals (and, therefore their actions thereafter) was a reasonable one in granting summary
2 judgment.

3 Therefore, again, this lawsuit arises from a contested claim for liability insurance on the
4 date of the loss underlying the Nalders' claims. Defendants – with good reason – argue Plaintiff
5 Lewis simply had no coverage in effect on the date of loss. More importantly, at the very least
6 and, regardless of this Court's ultimate determination regarding coverage the Defendant, United
7 Auto, had a reasonable basis to deny coverage for the loss and lawsuit underlying Plaintiff's
8 Complaint as the records clearly indicate a failure to make timely payment and expiration of the
9 policy before the loss. Under prevailing case law the Defendant need not be correct in denial –
10 merely that it has a reasonable basis for doing so. Defendant maintains that Plaintiff Lewis'
11 admission that he failed to pay his renewal premium for his July 2007 policy until after the loss
12 occurring July 8, 2007 clearly created a reasonable basis for United Auto to disclaim coverage
13 for the loss. This set of facts (outlined in several places herein) undoubtedly meets the criteria for
14 a 'genuine dispute' as to coverage under the holdings of the Nevada Supreme Court and the
15 Ninth Circuit and necessitates a grant of summary judgment for Defendant on the extra-
16 contractual claims. *See Allstate and Guebara, supra.*

17
18
19 Besides this genuine dispute, as explained above, UAIC also investigated this coverage
20 issue several times before declining coverage and defense of the underlying suit. In this case,
21 UAIC investigated coverage when notified of the loss by both confirming the lapse through their
22 underwriting department. This was done when Lewis initially called the Company to check
23 coverage on July 13, 2007 whereupon customer service representative Eric Cook informed him
24 the loss occurred in a period of no coverage after confirming this with the Underwriting
25 Department. *See Deposition of Eric Cook attached as Exhibit 'F' to Defendant's Opposition to*
26 *the Motion for summary judgment, p. 36, Lines 17-23, p. 53, lines 4- 10, and copy of*
27
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1 *Underwriting notes confirming call with Lewis, attached as Exhibit '1' to deposition of Giselle*
2 *Molina, Exhibit 'B' to Opposition to the Motion for summary judgment* ⁷. Thereafter, when
3 Counsel for the Nalders' made a formal claim upon UAIC, the Company double-checked
4 coverage with underwriting and, contacted the insurance agency, U.S. Auto, who confirmed
5 Lewis had not paid his premium until July 10, 2007 and provided a copy of the receipt.
6 Additionally, UAIC attempted to contact Lewis, but was unsuccessful. *See copy of deposition*
7 *testimony of Jan Cook, attached as Exhibit 'G' Opposition to the Motion for summary judgment,*
8 *p. 34, lines 8-19, p. 35, lines 7-18, p. 50, lines 11-14, p. 56, lines 2-15, p. 68, lines 13-16, p. 72,*
9 *lines 14-20; See Copy of Deposition testimony of Giselle Molina, attached as Exhibit 'B'*
10 *Opposition to the Motion for summary judgment, p. 30, lines 4-5, and see copy of UAIC's claims*
11 *notes, attached as Exhibit '4' to the deposition of Giselle Molina, Exhibit 'B' to the Opposition*
12 *to the Motion for summary judgment..*
13
14

15 Two cases from the Ninth Circuit Court of Appeals are instructive here and, although
16 based on California law, one has been cited and, relied upon by the Nevada Supreme Court in the
17 Allstate v Miller, 125 Nev. 300, 212 P.3d 318 (NV. 2009), holding, cited above. In Lunsford v.
18 American Guarantee Liab. Ins. Co., 18 F.3d 653 (9th Cir. 1994), the Court held that an insurer
19 who investigated coverage and based its decision not to defend on reasonable construction of
20 policy was not liable for bad faith breach of the duty to defend *even after* the Court resolved the
21 ambiguity in the contract in favor of the insured. Similarly, in a prior case, Franceschi v Amer.
22 Motor. Ins. Co., 852 F.2d 1217 (9th Cir. 1988) the Court again resolved an ambiguity in favor of
23 insured, but held the insurer's position had been reasonable and granted summary judgment as to
24 bad faith claims.
25
26

27 ⁷ This same note was used at Eric Cook's deposition, but Plaintiff never supplied the Exhibit to
28 the court reporter.

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Accordingly, based on all the evidence available at the time and, after investigating coverage, UAIC denied coverage for the loss based upon a reasonable basis that there was no policy in force and, therefore, no coverage for the loss. Under the case law cited herein, this cannot be a basis for bad faith remedies against UAIC. This is a simple disagreement about the coverage for a loss where the putative insured, Lewis, *admitted he made no timely payment under the terms of the policy* and only in this litigation claimed an ambiguity in the renewal that he did not understand. At the time of the claim UAIC reviewed coverages, confirmed the payment was late with the insurance agent and, tried to contact Lewis. Based on the information available to it at the time, UAIC made a reasonable decision that there was *no policy in effect*. The former Judge hearing this case and, Plaintiff's counsel, have agreed UAIC's position regarding the renewal statement and, therefore, coverage, was a reasonable one. Under these circumstances, even if this Court ultimately implies a contract due to the ambiguity, there can be no basis for a claim for "bad faith," other extra-contractual claims, or punitive damages. Plaintiff cannot, as a matter of law, establish that Defendant's determination that no policy was in force for the loss is unreasonable or without proper cause. Under the "genuine dispute" doctrine, Defendant is entitled to summary judgment *as to all* of Plaintiffs' extra-contractual claims (for breach of the covenant of good faith and fair dealing and for violations of the Nevada Unfair Claims Practices Act and Nevada Administrative Code) and claim for punitive damages.

D. In the alternative, Defendant asks that this Court find Plaintiffs claims under N.R.S. 686A.310 be dismissed as same are not available under an implied or, constructive, insurance contract.

As has been stated above, it is clear that Plaintiffs' only remaining argument for coverage lies with the theory that the renewal statement to Lewis (for the July 2007 policy term) was ambiguous and, Plaintiff has conceded that Lewis failed to remit his premium before June 30, 2007 and before July 10, 2007. As such, as explained above, there was simply no policy of

1 insurance (contract) between the parties in place on July 8, 2007 – the date of loss. Plaintiff,
 2 therefore, is asking this Court to *imply* a constructive contract by finding the renewal was
 3 ambiguous. Accordingly, even if the trier of fact agrees with Plaintiff regarding the ambiguity –
 4 Plaintiff *would have only an implied insurance contract for the date of loss*. Defendant argues
 5 that, under such a construct, Plaintiff has no cause of action under N.R.S. 686A.310, as these
 6 causes of action were not anticipated for ‘implied contracts.’

8 Another District Court Judge for the District of Nevada reached this very conclusion
 9 in interpreting Nevada law. In Nevada Assoc. Servs., Inc. v First Amer. Title Ins. Co., 2012 U.S.
 10 Dist. LEXIS 105466 (U.S. Dist. NV 2012), the Court there found Plaintiffs were seeking an
 11 implied insurance contract and, as such, N.R.S. 686A.310 was simply inapplicable to such a
 12 constructed contract and dismissed the claims. In so ruling the Court stated that:

14 “Plaintiff’s claims are based on a purported implied contract and Plaintiff has cited no
 15 authority suggesting that N.R.S. § 686A applies to implied agreements. Plaintiff’s claim
 16 under this statute are bare assertions or mere recitations of the law void of factual
 17 allegation and cannot survive the motion to dismiss. Accordingly, the Court dismisses the
 18 claims for violations of N.R.S. § 686A.”

17 Id. at 9-10.

18 It should be apparent the soundness of the Court’s rationale in Nevada Assoc. Sers.
 19 Because the statute only applies, by its own terms, to an *insurance policy*. Here as is undisputed
 20 there was no insurance policy in effect on the date of loss, N.R.S. 686A.310 should not be
 21 applied retroactively where no written contract was in place. Moreover, Defendant argues it
 22 would be inherently unfair for a Court to imply a contract where one existed, only then to apply,
 23 retroactively, duties from a statute to the parties of this new, implied contract. It is undisputed
 24 that, while UAIC handled the claim and, denied coverage, it operated under the reasonable
 25 assumption there was no policy in place. Accordingly, if their belief was reasonable, it would not
 26 be just nor, meet the requirements of the statute (assuming the Court now implies an insurance
 27
 28

1 contract) to hold UAIC to have been governed by this statute 5 years ago on a contract that
 2 would only be formed, by law, in the future.

3 Therefore, for all of the above, Defendant asks, in the alternative, that regardless of
 4 the Court's findings in regard to the ambiguity on the renewal statement, or in regard to the
 5 genuine dispute doctrine, that this Court dismiss all of Plaintiff's causes of action pursuant to
 6 N.R.S. 686A.310 because no such right of action exists for an implied contract.
 7

8
 9 **E. In the alternative, This Court should bifurcate Plaintiffs extra-contractual remedies from the contract claims.**

10 The decision to bifurcate is committed to the sound discretion of the trial court. Cook v.
 11 United Servs. Auto. Ass'n, 169 F.R.D. 359 (1996), citing Hirst v. Gertzen, 676 F.2d 1252, 1261
 12 (9th Cir. 1982). The Federal Rules of Civil Procedure Rule 42(b) governs bifurcation (Separate
 13 trials) and authorizes the relief sought by Defendants.

14 (b) *Separate trials*. For convenience, to avoid prejudice, or to
 15 expedite and economize, the Court may order a separate trial of
 16 one or more separate issues, claims, cross-claims, counterclaims,
 17 third-party claims. When ordering a spate trial, the Court must
 18 preserve any federal right to a jury trial.

19 Applying this rationale here, it is clear that the actions for Plaintiffs' 'bad faith' causes of action,
 20 namely for breach of the duty of good faith and fair dealing, insurance bad faith and violations of
 21 N.R.S. 686A.310 and the Nevada Administrative Code, should be severed from Plaintiffs'
 22 simple breach of contract action contained in Plaintiff's Complaint. Trying these claims together
 23 is both prejudicial to Defendants and, moreover, is not contemplated by Nevada law. The
 24 Nevada Supreme Court has provided guidelines as to when "bad faith actions" become ripe.
 25 Because of the holdings in those cases and the Genuine Dispute doctrine, it is respectfully
 26 requested that this Court sever all causes of action save and except for the breach of contract
 27 claim.

28 The "genuine dispute" doctrine protects insurers from bad faith claims where the insurer
 can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001 U.S.

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1 Dist. LEXIS 9614 (2001).

2 In Pulley v. Preferred Risk Mut. Ins. Co., 111 Nev. 856, 897 P.2d 1101 (1995), the
3 parties were not able to agree on the value of the insured's uninsured motorist claim so the
4 insured filed a breach of contract action against the insurer to recover policy benefits. The
5 parties thereafter agreed to arbitrate the policy claim and the arbitrator returned an award in favor
6 of the insured. The insurer failed to pay the arbitration award and the insured then commenced a
7 bad faith action against the insurer. The next day the insurer paid the award and then moved to
8 dismiss the insured's bad faith suit on the grounds that the bad faith claim could have been raised
9 in the insured's first action and was therefore barred by the doctrine of res judicata. The district
10 court agreed and dismissed the bad faith suit. The Supreme Court reversed and stated as follows:

11 "We conclude that the doctrine of res judicata does not bar appellants'
12 case against Preferred Risk for breach of the covenant of good faith and
13 fair dealing because the issue decided on the merits in the prior litigation
14 is not the same issue that is presented in the second case. The duty to act
15 in good faith does not arise from the terms of the insurance contract.
16 United States Fidelity and Guaranty Co. v. Peterson, 91 Nev. 617, 620,
17 540 P.2d 1070, 1071 (1975). Rather, the duty of good faith and fair
18 dealing is imposed by law and the violation of this duty is a tort." Id.

19 Id. at 858-59.

20 Pulley provides a clear statement that a claim for insurance bad faith is a *separate and*
21 *independent tort action* that arises out of the related, but independent, contractual claim for
22 insurance policy benefits. In Pulley, the bad faith claim was based on the insurer's refusal or
23 delay in paying the arbitration award. Until the contractual obligation to pay the award was
24 resolved by either payment, as occurred, or by a judgment in the contract claim, the insured's
25 claim for bad faith against the insurer would have been premature.

26 Therefore, severing the bad faith causes of action while the insured pursues his
27 contractual claims satisfies the rules set forth in the above-referenced cases. This is obviously
28 important since it is clear from the Nevada Supreme Court's decision in Pemberton v. Farmers
Ins. Exch., 109 Nev. 789, 858 P.2d 380 (1993), that a claim for insurance bad faith does not
accrue until the underlying contractual action is resolved. Therefore an insurance bad faith

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1 action should not be allowed, at the very least, to proceed in the same action as the traditional
 2 contractual claims until there is a final judgment or resolution of the contractual claim for
 3 benefits.

4 Additionally, the most recent decision from the District of Nevada concerning this issue
 5 is Drennan v. Md. Casualty Co., 366 F. Supp. 2d 1002 (2005 Nev.), which squarely supports
 6 such a bifurcation. In that case, the district court again noted that an insured must establish legal
 7 entitlement to benefits prior to instituting an action for bad faith. Id. at 1005. The court in that
 8 matter bifurcated the contractual and bad faith claims. The Court in Drennan succinctly summed
 9 up the reason for bifurcation as follows:
 10

11 “Bifurcating the breach of insurance contract claim from the bad faith claim is
 12 appropriate in this case. If Plaintiffs do not prevail on their breach of insurance
 13 contract claim, there can be no basis for concluding that Maryland Casualty acted
 14 in bad faith. Consequently, a favorable finding for Maryland Casualty on this
 15 issue would eliminate the need for a second trial. Bifurcation thus would further
 16 the interest of expedient resolution of litigation. Further, bifurcation would
 17 simplify the issues for trial and reduce the possibility of undue prejudice by
 18 allowing the jury to hear evidence of bad faith only upon establishing that
 19 Maryland Casualty breached the insurance contract. The Court therefore finds that
 20 any trial regarding the breach of contract claim shall be bifurcated from the bad
 21 faith claim”. Id. at 1008-9.

22 The foregoing review of Nevada law and the language used by the Nevada Supreme
 23 Court in the Pulley case is inescapable. The “bad faith tort action does not occur until after the
 24 first case for benefits under the contract had been settled.” Pulley at 1103. That decision, along
 25 with the reasoning set forth from Drennan offer clear law supporting the bifurcation of Plaintiffs’
 26 extra-contractual causes of action. For the foregoing reasons, Defendants ask that the Plaintiffs’
 27 claims for ‘bad faith’, breach of the covenant of Good Faith and Fair Dealing, as well as claims
 28 for violations of the Nevada Unfair Claims Practices Act and/or Nevada Administrative Code, be
 bifurcated from Plaintiffs’ breach of contract claims. Defendant submits that any claim of bad
 faith is premature but, at the very least, should not proceed in instant action for breach of
 contract. Since Plaintiffs have yet to prove any entitlement to benefits under the policy and a

1 genuine dispute as to coverage exists, based on Nevada law, and the well reasoned opinion of the
 2 federal district court, it is requested that this court severe these causes of action pending
 3 resolution of the breach of contract claim.

4 Accordingly, the Court should bifurcate the bad faith or, extra-contractual, causes of
 5 action pending resolution of the contract causes of action.

6 **F. Finally, in the alternative, Defendant seeks leave to Amend its pleadings to add a**
 7 **counter-claim against Plaintiff for collusion and/or breach of the cooperation**
 8 **clause as well as champerty.**

9 In the case at bar, it is clear that the only two parties to the alleged contract were Plaintiff
 10 Gary Lewis and Defendant United Auto. The Nalder Plaintiffs' have no contractual relationship
 11 with United Auto and, apparently until February 2010, had no assignment of rights or Covenant
 12 not to execute with Plaintiff Gary Lewis to 'step into his shoes' and sue United Auto. Given the
 13 amount of the judgment, the previously friendly relationship between Lewis and the Nalders',⁸
 14 the lack of any assignment before February 2010 *and* contact by Plaintiffs Counsel with Lewis
 15 shortly after the loss – Defendants seek leave to amend their Answer to file a Counter-claim for
 16 collusion and/or breach of the cooperation clause by plaintiffs.

17 F.R.C.P. 13 allows for compulsory Counter-claims to be filed. Additionally, F.R.C.P. 15
 18 allows for amendments to be filed, after the time allowed for filing same, by leave of court
 19 "when justice so requires." Such leave is left to the sound discretion of trial court. Forsyth v.
 20 Humana Inc., 114 F.3d 1467, 1482 (9th Cir. 1997). The "underlying purpose of Rule 15 [is] to
 21 facilitate decision on the merits, rather than on the pleadings or technicalities." Lopez v. Smith,
 22 203 F.3d 1122, 1127 (9th Cir. 2000) (en banc) (citation and quotation marks omitted). Leave to
 23 amend "shall be freely given when justice so requires" and this rule should be applied with
 24 "extreme liberality." Forsyth, 114 F.3d at 1482 (citing Fed. R. Civ. P. 15(a)).

25 In the case at bar, it is now plain that the Nalders' lacked standing to bring suit against
 26

27 ⁸ Lewis has testified in interrogatory responses and deposition that he and James Nalder are
 28 friends.

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United Auto when originally filed. The majority rule, and rule followed by this Court, is that third party is stranger to the contract, like the Nalders' here, have no standing to sue for breach of contract and bad faith against an alleged tortfeasor's insurance company. Gunny v. Allstate Ins. Co., 108 Nev. 344 (Nev. 1992). From the face of Plaintiffs' Complaint it is obvious that the Nalder Plaintiffs, like those in Gunny, had no standing to bring any causes of action against Defendant. The Nalders' have not pled any contractual relationship with Defendant. *See Plaintiff's Complaint, Exhibit 'H' to Defendant's Opposition to Plaintiff's Motion for summary judgment.* It is quite clear that the Nalders' only relationship is as a judgment creditor of Lewis. Plaintiff has not pled any contract between the Nalders' and United Auto nor any other basis for standing, such as an assignment. *See Exhibit 'H' to Defendant's Opposition to Plaintiff's Motion for summary judgment.* The Plaintiff has pled no assignment of any causes of action by Lewis against Defendant may even implicate certain conflicts of interest. Rather, it is clear that the only parties to contracts at issue are the Plaintiff Gary Lewis, Kristin Scott, and United Auto. *See attached Declaration of Western Regional Underwriting and Marketing Manager, Danice Davis.* Moreover, in response to a Motion to Compel, Defendants were provided an alleged "assignment", attached as Exhibit 'E' to Defendant's Opposition to Plaintiffs' Motion for summary judgment, between the Nalders' and Lewis that – by its own terms – was only signed February 28, 2010.

The fact that this assignment claims Lewis 'assigned' his claims against United Auto for "value received", however, this 'value' is not apparent from the face of the document. *See Exhibit 'E' to Defendant's Opposition to Plaintiffs' Motion for summary judgment.* If it was for a covenant not to execute the excess judgment or a release of claims – it certainly is not apparent. Clearly, a material issue exists over 'consideration for this assignment and whether it is at valid on its face. This is especially troubling for Defendant when considered in conjunction with Plaintiff, Gary Lewis', Answers to Interrogatories. *See Exhibit '3' to Plaintiff's Motion for summary judgment.* In Plaintiff's Response No. seven (7), Lewis admits that he and James

1 Nalder are "friends." Next, at Response to number nineteen (19), states that "shortly after the
 2 accident" he called Plaintiffs' Counsel, David Sampson" at the request of his friend James
 3 Nalder. *See Exhibit '3' to Plaintiffs' Motion for summary judgment.*

4 As such, it is clear from the face of the Plaintiffs' complaint that the Nalder Plaintiffs'
 5 have not, pleaded a prima facie case for breach of contract or bad faith against Defendant as they
 6 lack standing to do so. The eleventh-hour attempt to rectify this defect via the February 28, 2010
 7 assignment has only raised more questions. Specifically, what consideration was given to Lewis,
 8 if any, for this assignment and, more importantly, what is the relationship between all Plaintiffs
 9 and Plaintiffs Counsel. In short, the Nalder plaintiffs are strangers to the contract. Yet, they
 10 obtained a multi-million dollar judgment against their friend, who has been in contact with their
 11 attorney since shortly after the accident.

12 As such, issues of collusion, breach of the cooperation clause of the insurance policy or,
 13 possibly champerty, have arisen from Plaintiffs' interrogatory responses and purported
 14 assignment. As this Motion was originally mooted by the Court's summary judgment ruling,
 15 Defendant has never had time to investigate these issues. Therefore, Defendant can easily show
 16 excusable neglect for not having filed its counter-claim sooner as these facts were unknown until
 17 after discovery revealed them. Thereafter, Defendant timely moved to amend, though the Motion
 18 was not heard until after discovery had closed. Once summary judgment was given, the Motion
 19 was mooted. Now that the matter has been remanded, Defendant has a right to amend its Answer
 20 to add this Counter-claim and, additionally, seek discovery on these issues. Moreover, this Court
 21 may grant same leave to file said amendment to do substantial justice between the parties.

22 ///

23 ///

IV.

CONCLUSION

Based upon the foregoing, Defendants UNITED AUTOMOBILE INSURANCE COMPANY respectfully requests that this Court grant their Motion for Summary Judgment as to all of Plaintiff's allegations of breach of the duty of good faith and fair dealing, insurer bad faith and/or violation of the Nevada Fair Claims Practices Act, with prejudice; or alternatively, grant Defendant's Motion to Bifurcate all extra-contractual claims on Plaintiff's alleged aforementioned bad faith claims pending the resolution of Plaintiff's contractual claims. Finally, and in the alternative, Defendant asks this Court for Leave to file a Counterclaim against Plaintiffs.

DATED this 26th day of March, 2013.

ATKIN WINNER & SHERROD

/s/ Matthew J. Douglas
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CERTIFICATE OF ELECTRONIC SERVICE

I DO HEREBY CERTIFY that I am an employee of ATKIN WINNER & SHERROD and on the 26th day of March, 2013, I did serve, via electric service, the foregoing **DEFENDANT UNITED AUTOMOBILE INSURANCE COMPANY'S COUNTER-MOTION FOR SUMMARY JUDGMENT ON ALL EXTRA-CONTRACTUAL CLAIMS OR REMEDIES; OR, IN THE ALTERNATIVE, MOTION TO BIFURCATE CLAIMS FOR EXTRA-CONTRACTUAL CLAIMS OR REMEDIES; FURTHER, IN THE ALTERNATIVE, MOTION FOR LEAVE TO AMEND ANSWER TO FILE COUNTER-CLAIM ORAL ARGUMENT REQUESTED**

/s/ Victoria Hall

An employee of ATKIN WINNER & SHERROD

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Exhibit “A”

1 UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF NEVADA

3 * * * * *

4 JAMES NALDER, Guardian Ad)
 5 Litem for minor Cheyanne)
 6 Nalder, real party in) Case No.:
 7 interest, and GARY LEWIS,) 2:09-cv-1348
 8 individually,)

9 Plaintiffs,)

10 vs.)

11 UNITED AUTOMOBILE INSURANCE)
 12 COMPANY; DOES I through V;)
 13 and ROE CORPORATIONS I)
 14 through V, inclusive,)

15 Defendants.)

16 VIDEOTAPED DEPOSITION OF GARY LEWIS

17 Taken on Wednesday, August 25, 2010
 18 At 2:05 P.M.

19 At Atkin Winner & Sherrod
 20 1117 South Rancho Drive
 21 Las Vegas, Nevada

22
 23
 24
 25 Reported by: CAMEO KAYSER, RPR, CCR No. 569

CAMEO KAYSER & ASSOCIATES (702) 655-5092

1 APPEARANCES:

2
3 For the Plaintiffs:

4 **DAVID F. SAMPSON, ESQ.**
Christensen Law Offices, Chtd.
1000 South Valley View Boulevard
5 Las Vegas, Nevada 89107

6
7 For the Defendant:

8 **MATTHEW J. DOUGLAS, ESQ.**
Atkin Winner & Sherrod
1117 South Rancho Drive
9 Las Vegas, Nevada 89102

10 Also Present:

11 Dawn Beck
Beck Video Productions

12 I N D E X

13
14 WITNESS

PAGE

15 GARY LEWIS

16 EXAMINATION BY MR. DOUGLAS

6

17 EXAMINATION BY MR. SAMPSON

120

18 FURTHER EXAMINATION BY MR. DOUGLAS

136

19 FURTHER EXAMINATION BY MR. SAMPSON

150

1		<u>E</u> <u>X</u> <u>H</u> <u>I</u> <u>B</u> <u>I</u> <u>T</u> <u>S</u>	
2	<u>EXHIBITS</u>		<u>PAGE</u>
3	Exhibit 1	Answer to Interrogatories	26
4	Exhibit 2	Application for Insurance Policy	41
5	Exhibit 3	Original Policy Declarations	45
6	Exhibit 4	Renewal Statement	50
7	Exhibit 5	Declaration Page	63
8	Exhibit 6	Renewal Statement	65
9	Exhibit 7	Receipt of Payment	66
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11	Exhibit 9	Renewal Statement	70
12	Exhibit 10	Receipt of Payment	73
13	Exhibit 11	Complaint	83
14	Exhibit 12	Assignment	90
15	Exhibit 13	Renewal Statement	122
16	Exhibit 14	Driver and Address Endorsement Form	144
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18	Exhibit 16	Receipt of Payment	148
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INSTRUCTION NOT TO ANSWER

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1 THE VIDEOGRAPHER: Good afternoon. This
2 is Videotape No. 1 in the deposition of Gary Lewis.
3 Today's date is Wednesday, August 25th, 2010. The
4 time is 2:05 p.m.

5 This deposition is being held at
6 1117 South Rancho Drive in Las Vegas, Nevada. The
7 case is entitled James Nalder, et al. versus
8 United Automobile Insurance Company. The case
9 number is 2:09-cv-1348 in the United States District
10 Court, District of Nevada.

11 My name is Dawn Beck, Legal Video
12 Specialist, representing Beck Video Productions.
13 The court reporter is Cameo Kayser with Cameo Kayser
14 & Associates.

15 Will counsel please state your appearance
16 for the record and whom you represent.

17 MR. DOUGLAS: My name is Matthew Douglas,
18 and I represent the defendant in this matter,
19 United Automobile Insurance Company.

20 MR. SAMPSON: I'm David Sampson. I'm
21 counsel for the plaintiffs.

22 THE VIDEOGRAPHER: The court reporter
23 will please administer the oath.

24 / / /

25 / / /

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1 Thereupon --

2 **GARY LEWIS**

3 was called as a witness by the Defendant, and having
4 been first duly sworn, testified as follows:

5 **EXAMINATION**

6 MR. DOUGLAS: Okay. Let the record
7 reflect this is the discovery deposition of Mr. Gary
8 Lewis. Mr. Lewis has been sworn, is appearing with
9 counsel.

10 BY MR. DOUGLAS:

11 Q. Mr. Lewis, could you state and spell just
12 your last name for the record.

13 A. Lewis, L-e-w-i-s.

14 Q. And your first name?

15 A. Gary, G-a-r-y.

16 Q. Do you have any middle name or initial?

17 A. Scott.

18 Q. Usual spelling?

19 A. S-c-o-t-t.

20 Q. Have you ever given a deposition before,
21 sir?

22 A. Never.

23 Q. I'd like to just go over some quick
24 ground rules for you so that we're all on the same
25 page. First and most importantly here, we're

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1 here -- I will ask you questions, and I need you to
2 give me answers. It's important that all of your
3 responses are verbal so that the court reporter can
4 take them down. I know we have a video here today,
5 but still for the court reporter and for a clean
6 record, just make sure your answers are verbal.

7 Oftentimes, in regular conversation,
8 we'll say things like "uh-huh" or "huh-uh" or nod
9 our heads. You and I might know what we mean while
10 we're talking, but it won't show up on the record.
11 So just make sure you say "yes," "no," "maybe,"
12 stuff like that. Fair?

13 A. I understand.

14 Q. Okay. Next and most important thing,
15 from time to time, I -- I may ask you a question
16 that you feel you don't understand. If you don't
17 understand it, I want you to tell me that because if
18 you answer it, I'm going to assume you understood
19 the question.

20 Is that fair?

21 A. I understand.

22 Q. And you understand here that you've been
23 sworn, so your testimony carries the same weight as
24 it would in a court of law?

25 A. Yes, I do.

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1 Q. Okay. So that if for some reason you
2 change your testimony at a later point, I could
3 infer that perhaps you weren't being truthful today.

4 Do you understand that?

5 A. I understand.

6 Q. Okay. Finally, today I may ask you for
7 an estimate on something. And I'm sure your
8 counsel's told you this. No one wants you to guess,
9 but we're entitled to your best estimate.

10 Do you understand the difference between
11 an estimate and a guess?

12 A. No.

13 Q. Okay. Well, if I were to ask you how big
14 my driveway is at my house, that would be asking you
15 for a guess if you've never been there; right?

16 A. Correct.

17 Q. Okay. But if I ask you to estimate the
18 length of this conference table, since we're all
19 sitting here, you could look at it and from your
20 everyday experience, you could give me an estimate.

21 Is that fair?

22 A. Only with a measuring tape.

23 Q. Well, no, but I meant that's what --

24 A. That part would be a guess too.

25 Q. Well, and that's why -- I understand

1 that. We're not trying to be precise here. But you
2 could look at it --

3 A. I understand.

4 Q. -- from your experience.

5 Do you understand that?

6 A. Yes.

7 Q. Okay. Mr. Lewis, what's your current
8 address?

9 A. 4908 North Brightview Drive.

10 Q. And where is that located?

11 A. Covina, in California.

12 Q. What's the Zip?

13 A. 91722.

14 Q. How long have you lived there?

15 A. I've been back there for about a year and
16 a half, two years.

17 Q. Okay. Who do you live there with?

18 A. My mother and father.

19 Q. Who are they?

20 A. Suzanne Lewis and Garry Keep.

21 Q. What was his last name?

22 A. Keep, K-e-e-p.

23 Q. Okay. And --

24 A. Garry with two Rs.

25 Q. Okay. And have they lived with you the

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1 whole time in California?

2 A. Yes.

3 Q. Is it their residence that you're staying
4 at?

5 A. Yes.

6 Q. And prior to that, where did you live?

7 A. Here in Nevada.

8 Q. What was the last address you had in
9 Nevada?

10 A. 5049 Spencer Street, Unit D as in David.

11 Q. And was that in Las Vegas?

12 A. Yes.

13 Q. Do you remember approximately the last
14 time you lived there?

15 A. Two years ago.

16 Q. Okay.

17 A. Two years ago.

18 Q. So that would have been about 2008?

19 A. Correct.

20 Q. Did you move to California in 2008?

21 A. Correct.

22 Q. Do you remember what time of year it was?

23 A. No, not off the top of my head, no.

24 Q. Okay. So you couldn't tell me if it was
25 summer or winter?

1 A. It was around -- to tell you the truth, I
2 really can't remember.

3 Q. Okay.

4 A. I really don't know. Just drawing a
5 blank right now.

6 Q. Okay. All right. Let me ask you this.
7 Did you live at the Spencer Street address back in
8 the summer of 2007?

9 A. Yes.

10 Q. And who did you live there with?

11 A. Myself and my girlfriend.

12 Q. And who's your girlfriend?

13 A. Kristen Scott.

14 Q. Does she still live in Las Vegas?

15 A. No, she does not.

16 Q. Where does she live?

17 A. In San Diego.

18 Q. Do you guys still talk?

19 A. Yes.

20 Q. Now, who is James Nalder?

21 A. A very close friend of mine.

22 Q. And when you say "close," how long of a
23 relationship -- how far do you guys go back?

24 MR. SAMPSON: I'm going to object to the
25 form.

1 But you can answer.

2 THE WITNESS: Oh, '95.

3 BY MR. DOUGLAS:

4 Q. Okay. When did you first meet?

5 A. It was in about '95.

6 Q. Where did you meet?

7 A. Where did you meet -- where did I meet?

8 We rode in a motorcycle club together.

9 Q. Okay. What's the name of the club?

10 A. The Vagos.

11 Q. Could you spell that.

12 A. V-a-g-o-s.

13 Q. Okay. So you both were members of that
14 club?

15 A. Correct.

16 Q. Okay. And that's when you first met him?

17 A. Yes.

18 Q. And so you guys had known each other for
19 about 12 years, give or take, in 2007?

20 A. No. What do you mean? 12 years prior to
21 2007?

22 Q. Right.

23 A. No.

24 Q. Okay. Well, if you met him in 1995 --

25 A. I meant '05, my bad, '05.

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1 Q. Okay, so 2005.

2 A. 2005.

3 Q. Okay. So you knew him for about two
4 years?

5 A. Correct, correct.

6 Q. And you understand one of the reasons
7 we're here today is that you were involved in an
8 accident in July of 2007?

9 A. Yes.

10 Q. Do you remember that accident?

11 A. Unfortunately, yes.

12 Q. Okay. Do you remember the date of that
13 accident?

14 A. I know it was the weekend of 4th of July.

15 Q. But you don't know the exact date as you
16 sit here?

17 A. I try not to think about that date.

18 Q. Okay.

19 A. No, I don't remember the exact date, no.

20 Q. If I told you it was July 8th, 2007,
21 would that --

22 A. That should be right.

23 Q. -- would that sound about right?

24 A. (Witness nods head.)

25 Q. Yeah. Can you tell me where that

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1 accident happened?

2 MR. SAMPSON: I'm sorry, what was the
3 question? Can you tell me?

4 BY MR. DOUGLAS:

5 Q. Where the accident happened.

6 A. God, the name of the city was Pioche.

7 Q. And that's north of Las Vegas, I guess?

8 A. It's way out there, yes.

9 Q. What were you doing up in Pioche?

10 A. We were having a -- the motorcycle club
11 that I rode for -- rode with -- was having a
12 barbecue weekend, family, kids, friends, everybody.

13 Q. So you had gone up there for the barbecue
14 club (sic) with the club?

15 A. Correct.

16 Q. Was this in a campground or at someone's
17 house or --

18 A. It was at someone's house, which was --
19 it was at a house.

20 Q. Do you know whose house it was at?

21 A. I can't remember his name.

22 Q. And how did you get up to this area for
23 the barbecue?

24 A. I drove my truck.

25 Q. And what kind of truck was that?

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1 A. A Chevy pickup truck.

2 Q. So you didn't ride -- you didn't ride
3 your bike up there?

4 A. No, I did not.

5 Q. But you do own a bike?

6 A. Correct.

7 Q. What kind of bike?

8 A. A '98 Road King.

9 Q. '98. And do you know how many days you'd
10 been up there prior to the accident occurring?

11 A. Two days.

12 Q. And it's my understanding that somehow
13 the truck hit Cheyanne Nalder. Is that -- is that
14 an accurate description of the accident?

15 A. Hit, more or less ran her over.

16 Q. Okay. And now, were you there with
17 anyone else?

18 MR. SAMPSON: I'm going to object to the
19 form of the question.

20 THE WITNESS: Yes, I was.

21 BY MR. DOUGLAS:

22 Q. Who were you there with?

23 A. A lot of people were there.

24 Q. Right.

25 A. All the brothers that I rode with --

1 Q. Okay.

2 A. -- along with my girlfriend.

3 Q. Okay. So did you travel there with your
4 girlfriend?

5 A. Yes, I did.

6 Q. Okay. Do you know if anyone witnessed
7 this accident?

8 A. A lot of people witnessed this accident.

9 Q. Okay. Is there anyone you can remember
10 by name?

11 MR. SAMPSON: I will object to the form.

12 THE WITNESS: My girlfriend,
13 Kristen Scott, was in the vehicle with me. A lot of
14 the brothers that were up there saw it happen --
15 BY MR. DOUGLAS:

16 Q. Okay.

17 A. -- that weren't in my truck. Names
18 specifically, I can give you -- give you first names
19 or their handles, but I've been away from the club
20 for a while, so I -- do you want more names?

21 Q. You know what, I mean, if you can
22 remember any names, that's fine, whatever you can
23 remember.

24 A. Paul. I don't know Paul's last name. He
25 is the one who went and grabbed Cheyanne after I ran

1 her over.

2 Q. Okay.

3 A. That's all the names I can think of right
4 now.

5 Q. Okay. And I guess from your testimony,
6 you told me you don't really -- you don't really
7 have any contact with this club anymore?

8 A. No. I -- I quit the club and moved back
9 to California.

10 Q. Okay. And I can see you're obviously
11 upset by what happened to Cheyanne.

12 Is that a fair statement?

13 A. Very fair.

14 Q. Do you still keep in contact with
15 Mr. Nalder or Cheyanne?

16 MR. SAMPSON: I'm going to object to the
17 form of the question and instruct him not to answer
18 to the extent it would reveal any attorney/client
19 communications that have gone on between any of us.
20 But certainly outside of anything involving this
21 case, I think the question is fair.

22 Is that okay, Counsel?

23 MR. DOUGLAS: I'm just asking if he
24 keeps --

25 BY MR. DOUGLAS:

1 Q. Do you keep in contact with James Nalder
2 or Cheyanne?

3 THE WITNESS: Dave?

4 MR. SAMPSON: If you've had any contact
5 outside of like contact through me, then certainly
6 you can talk about that. But if your contact has
7 been just in -- relates to this case, then I ask you
8 not to answer the question.

9 MR. DOUGLAS: I'm -- I'm asking simply if
10 he's -- if he's not talked to --

11 BY MR. DOUGLAS:

12 Q. I don't want to know about if you talked
13 to your attorney. I want to know if you talked to
14 James Nalder or Cheyanne.

15 A. No, I have not talked to them, no.

16 Q. Do you know when the last time you spoke
17 to them was?

18 A. Six months ago.

19 Q. Okay.

20 A. Thereabouts.

21 Q. Okay. And what was the nature of that
22 conversation?

23 MR. SAMPSON: I'm going to object to the
24 form of the question, instruct him not to answer if
25 there was anything that occurred as a result of the

1 case or as a result of instructions through my
2 office.

3 MR. DOUGLAS: So you're instructing him
4 not to -- not to answer what he spoke about with the
5 other -- the other plaintiffs?

6 MR. SAMPSON: Yes. If my two clients
7 spoke with each other about the case, per my
8 instructions, I don't want them talking about it.
9 That's attorney/client privilege.

10 THE WITNESS: Personal, yes, I did. I
11 talked to him on a personal level.

12 BY MR. DOUGLAS:

13 Q. On a personal level --

14 A. I called him to see how Cheyanne was
15 doing.

16 Q. And how is she doing?

17 MR. SAMPSON: I'll object to the form.

18 THE WITNESS: What he told me, she's
19 doing okay.

20 BY MR. DOUGLAS:

21 Q. She's doing okay?

22 A. She's doing okay.

23 Q. Okay. Are you -- is there animosity
24 between you and James Nalder?

25 MR. SAMPSON: I'll object to the form of

1 the question to the extent it calls for speculation
2 as to what Mr. Nalder may feel. Certainly he can
3 testify as to how he feels.

4 THE WITNESS: I feel horrible for what
5 happened. How he feels about it, I don't know. It
6 was an accident, but she got hurt really bad.

7 BY MR. DOUGLAS:

8 Q. Sure.

9 A. It's her father. I can only imagine how
10 I would feel. I don't know what else you want me to
11 answer.

12 Q. Well, has he expressed any animosity
13 towards you over this incident?

14 A. Verbally, no. I don't know.

15 Q. Do you want to take a break? Are you all
16 right?

17 A. No, keep going.

18 Q. Are you sure?

19 A. I've been -- that's what I go through
20 every time I think about this.

21 Q. I understand. And obviously, we can all
22 tell you're emotional over this and it's obviously
23 upsetting.

24 Is it fair to say you would like to make
25 right the situation?

1 MR. SAMPSON: I will object to the form.

2 THE WITNESS: Yes.

3 BY MR. DOUGLAS:

4 Q. So you'd do what you need to do to help
5 James and Cheyanne at this point?

6 MR. SAMPSON: I'll object to the form of
7 the question. I'll object to the form of the
8 question. It's far too vague.

9 BY MR. DOUGLAS:

10 Q. Okay. You can go ahead and answer.

11 MR. SAMPSON: If you're able to answer,
12 you can answer it.

13 THE WITNESS: I don't understand what
14 you're asking me.

15 BY MR. DOUGLAS:

16 Q. Sure. I mean --

17 MR. SAMPSON: He wants to know if you'll
18 lie for them.

19 MR. DOUGLAS: Objection. Counsel, no
20 more speaking objections.

21 MR. SAMPSON: That's what you want. You
22 want to know if he'll lie for them.

23 MR. DOUGLAS: Counsel, Counsel, no more
24 speaking objections.

25 THE WITNESS: I felt that's where you

1 were getting at. I felt that's where you were
2 getting at.

3 BY MR. DOUGLAS:

4 Q. I merely asked you if you were willing --
5 what you're willing to do to help make it right at
6 this point?

7 MR. SAMPSON: That wasn't your question.

8 THE WITNESS: What I'm willing to do is
9 get what's right right. I mean, I want -- I want to
10 get what's right is right. That's all I want to do.

11 BY MR. DOUGLAS:

12 Q. Well, you understand that -- that
13 James Nalder has a \$3.5 million judgment against
14 you?

15 A. Yes, I do.

16 Q. And you understand that there's a
17 possibility if this suit isn't successful, that he
18 could still collect that from you?

19 A. I fully understand that.

20 Q. Okay. So is it fair to say you have a
21 vested interest in seeing that that judgment is
22 satisfied by someone else?

23 MR. SAMPSON: I'll object to the form.

24 THE WITNESS: By who I feel it should be
25 covered, my insurance company that I was covered

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1 during the time of the accident, my insurance
2 company is denying my claim.

3 BY MR. DOUGLAS:

4 Q. Okay. So you would agree, then, that you
5 would prefer to have -- you have an interest in
6 having the insurance company pay the 3.5 million or
7 somebody pay -- somebody pay the 3.5 million rather
8 than it be owed by you? I mean, do you?

9 MR. SAMPSON: I'll object to the form of
10 question. It's compound.

11 THE WITNESS: I don't care about the
12 amount of the money. The amount of the -- the
13 responsibility of the insurance company that I had
14 when I was insured during the accident.

15 BY MR. DOUGLAS:

16 Q. Okay. And back in 2007, who were you
17 insured with?

18 A. UAIC.

19 Q. And when did you first come to be insured
20 with UAIC?

21 A. A specific date I don't know, months
22 prior to this accident happening.

23 Q. Okay. And so you think about a couple
24 months prior?

25 A. Yes, quite a few months prior, yes.

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1 Q. And how did you come to get your policy
2 with United Auto?

3 A. I went through a broker firm, U.S. Auto
4 Insurance.

5 Q. And they sold you the policy?

6 A. Yes, that's right.

7 Q. Do you remember who you spoke with at
8 U.S. Auto Insurance?

9 A. No, I do not.

10 Q. Do you remember anyone at U.S. Auto
11 Insurance?

12 A. I dealt with a female usually most of the
13 time I went in there.

14 Q. But you don't remember her name?

15 A. No, I don't.

16 Q. Did you ever speak with anyone at
17 United Auto?

18 A. Yes, I did.

19 Q. Who did you speak with?

20 A. I do not remember his name.

21 Q. Okay. Was there only one person that you
22 recall?

23 A. I don't know if the person I ever
24 received a phone call back from was the same person.
25 I do not know that, but I've spoke two

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1 occasions to -- two occasions I've spoke to somebody
2 at U.S. Auto or UAIC.

3 Q. Okay. Do you remember when those
4 conversations took place?

5 A. I don't know the exact dates, no, I
6 don't.

7 Q. Do you remember if it was soon after the
8 accident?

9 A. It was right after the accident, yes.

10 Q. Okay. Did you ever talk to anyone at
11 United Auto before the accident?

12 MR. SAMPSON: I'll object to the form.

13 THE WITNESS: No.

14 MR. SAMPSON: You answered.

15 THE WITNESS: Okay.

16 BY MR. DOUGLAS:

17 Q. Okay. And do you know when you spoke to
18 someone at United Auto, how soon after the accident
19 it was?

20 A. I don't remember the exact date. It
21 was -- it was right after the accident. I don't
22 know if it was the next day or the day after that.

23 Q. Okay. If I told you that United Auto has
24 a record of you calling on about July 13, 2007,
25 would that sound about right?

1 A. I would say it was sooner than that.

2 Q. Okay. After the accident occurred, did
3 you stay up in Pioche?

4 A. No. I was actually leaving, coming home
5 when the accident occurred.

6 Q. So you left and you came home after the
7 accident?

8 A. Yes.

9 Q. And that didn't change your plans? You
10 still continued to go home that day?

11 A. Yes.

12 Q. Now let me show you --

13 We can mark these as Exhibit 1, a
14 group -- it's just answers to interrogatories.

15 (Whereupon, Exhibit No. 1 was
16 marked for identification?)

17 MR. SAMPSON: Is this the unsigned copy
18 that was amended subsequently?

19 MR. DOUGLAS: These are his -- it's my
20 understanding --

21 MR. SAMPSON: Is this the unsigned copy
22 that was amended subsequently, or is this the
23 amended copy?

24 MR. DOUGLAS: Counsel, these are your
25 clients' answers to interrogatories. I'm just --

1 MR. SAMPSON: They're multiple sets of
2 answers to interrogatories sent, and one of them was
3 unsigned and one of them was signed.

4 MR. DOUGLAS: Well, this has the
5 verification page, so I guess these are signed.

6 MR. SAMPSON: Just a moment.

7 BY MR. DOUGLAS:

8 Q. Okay. I'm showing you what's been marked
9 as Exhibit 1 for identification. I want you to take
10 your time, take a look at that document and tell me
11 if you've ever seen that before.

12 MR. SAMPSON: And the question at this
13 point is do you recall seeing that document before
14 today?

15 THE WITNESS: To tell you the truth, I've
16 been shown so many papers and been through so many
17 things going in my mail, reading and going through,
18 I don't know. I'd have to -- I'll read this whole
19 thing and tell you if I remember reading it.

20 BY MR. DOUGLAS:

21 Q. Sure. Go ahead, take your time.

22 A. Yes. I remember seeing this document.

23 Q. Okay.

24 A. Can we take a break?

25 Q. If you need a break, sure.

1 A. Please.

2 THE VIDEOGRAPHER: We are going off the
3 record at 2:31 p.m.

4 (Off the record.)

5 THE VIDEOGRAPHER: This is the beginning
6 of Videotape No. 2 in the continuing deposition of
7 Gary Lewis. We are back on the record at 2:37 p.m.
8 BY MR. DOUGLAS:

9 Q. Okay. We just took a break of about six
10 minutes. I see you've -- you had a chance to meet
11 with your attorney outside?

12 A. Yes.

13 Q. Can I ask you, on this last page of
14 Exhibit No. 1 that I've given you, is that your
15 signature there?

16 A. Yes.

17 Q. Okay. And you signed that, it says, on
18 the -- February the 28th of 2010?

19 A. Correct.

20 Q. Did you -- did you ever answer any
21 interrogatories prior to that date?

22 A. Any what?

23 Q. Any interrogatories, written questions
24 like these prior to that date?

25 MR. SAMPSON: I'm going to object to the

1 form of the question and instruct him not to answer
2 to the extent it will reveal attorney/client
3 privileged information. I have no problem with you
4 asking him if he ever signed any interrogatory
5 answers prior to this date, but --

6 MR. DOUGLAS: Are you instructing him not
7 to answer or is he answering?

8 MR. SAMPSON: Yeah.

9 MR. DOUGLAS: You're instructing him not
10 to answer --

11 MR. SAMPSON: Not to answer in that it
12 will reveal attorney/client privileged information.
13 I will permit him to answer whether he ever --
14 recalls ever signing any interrogatories.

15 MR. DOUGLAS: Counsel, that is not my
16 question. You're either going to let him answer or
17 you're going to instruct him not to and we'll take
18 it up. It's your choice.

19 MR. SAMPSON: What's your question, then?
20 BY MR. DOUGLAS:

21 Q. My question is have you ever -- prior to
22 these interrogatories, have you ever answered
23 interrogatories prior to that date?

24 MR. SAMPSON: I'm going to object to the
25 form of the question. I am going to instruct him

1 not to answer to the extent it will reveal
2 attorney/client privileged information. I will
3 instruct him that he is permitted to answer whether
4 or not he ever signed any interrogatories that would
5 have been submitted to Counsel would not be
6 privileged.

7 BY MR. DOUGLAS:

8 Q. Okay. Do you remember answering any
9 interrogatories, written questions, prior to signing
10 those on February 28th, 2010?

11 MR. SAMPSON: Same objection, same
12 instruction:

13 Gary, I only want you to reveal whether
14 you signed any documents answering interrogatories
15 on that date.

16 MR. DOUGLAS: Counsel, Counsel --

17 MR. SAMPSON: I can instruct my client
18 not to answer the question.

19 MR. DOUGLAS: And that's what I'm just
20 asking, if that's what you're doing, then we can --

21 MR. SAMPSON: That's what I've done.

22 MR. DOUGLAS: Okay. Let the record
23 reflect Counsel has instructed his client not to
24 answer that question.

25 MR. SAMPSON: That's actually inaccurate.

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1 I have instructed him he can answer as to whether he
2 signed anything that's been provided that would not
3 be privileged.

4 MR. DOUGLAS: That wasn't my question,
5 though.

6 MR. SAMPSON: Okay. Well, that's -- I
7 think your -- I think your question calls for that.

8 MR. DOUGLAS: Is he answering my question
9 or are you instructing him not to? That's all I
10 need to know right now.

11 MR. SAMPSON: I'm instructing him not to.

12 Well -- and again, we'll do it for the
13 fifth time now -- your question asked him if he's
14 ever answered interrogatories, which would include
15 having conversations with me, and that's privileged,
16 and he's not going to answer that. Your question
17 also calls for whether he's ever provided a set of
18 signed interrogatory answers, which he is permitted
19 to answer, and he is allowed to answer that question
20 if he recalls ever signing another set.

21 Now, if you don't like the answer, that's
22 your problem, but that's -- he's allowed to say -- I
23 will allow him to answer the question of have you
24 ever provided signed interrogatories other than
25 these.

1 MR. DOUGLAS: Counsel, are you done with
2 the speaking objection?

3 MR. SAMPSON: That's not a speaking
4 objection, Counsel.

5 MR. DOUGLAS: Are you done?

6 BY MR. DOUGLAS:

7 Q. I want to know, have you ever answered
8 interrogatories before these on February 28th, 2010?

9 MR. DOUGLAS: Either he answers or you
10 instruct him not to.

11 MR. SAMPSON: I'm going to instruct him
12 not to answer to the extent it would reveal
13 attorney/client privilege, but that he may answer to
14 the extent it would not, i.e., whether he recalls
15 ever giving any signed answers previously.

16 MR. DOUGLAS: That's not my question.

17 BY MR. DOUGLAS:

18 Q. Can you answer --

19 MR. SAMPSON: That is your question.

20 BY MR. DOUGLAS:

21 Q. Can you answer my question, have you ever
22 answered interrogatories before this?

23 MR. SAMPSON: Tell him whether you have
24 ever signed anything before this.

25 THE WITNESS: I'm totally confused, you

1 guys going back and forth with this. I don't know
2 what's being asked of me. I've -- listen, man, I
3 don't know. I don't know what you're asking me,
4 man. This is --

5 BY MR. DOUGLAS:

6 Q. We -- in this case, the parties are
7 entitled to send what are called written
8 interrogatories. That's what these answers are.
9 You've already told me you signed these.

10 Previously in this case, your counsel
11 submitted other answers to interrogatories. I want
12 to know, did you take part in answering those
13 interrogatories?

14 MR. SAMPSON: I object to the form of the
15 question.

16 Do not answer that. That's
17 attorney/client privilege. Don't answer that
18 question, period. Don't answer that question,
19 period.

20 MR. DOUGLAS: So let the record reflect
21 counsel has instructed the witness not to answer
22 that question.

23 MR. SAMPSON: That question, yes. Or any
24 other question about what he and I did together will
25 also receive the same instruction.

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1 BY MR. DOUGLAS:

2 Q. Did you answer -- did you receive any
3 copies of written questions like these prior to
4 signing these answers?

5 A. Not that I recall.

6 Q. Okay. And are these your answers to
7 these questions?

8 A. I believe they are. I signed this paper.

9 Q. Okay. Did you ever answer any requests
10 to admit prior to signing these answers to
11 interrogatories?

12 A. I'm not -- I'm not sure the question
13 you're asking me.

14 Q. Do you know what requests to admit are?

15 A. No.

16 Q. They're similar type of written questions
17 that are submitted in a lawsuit.

18 Did you ever receive any other written
19 questions to answer in this case?

20 A. I don't recall.

21 Q. Okay. Now, one of the questions in this
22 case that -- in the answers to interrogatories -- I
23 will direct your attention to interrogatory No. 9.

24 A. Okay.

25 Q. It says -- can you read the question?

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1 A. "If you maintain you are insured under a
2 policy of automobile insurance issued by United
3 Automobile Insurance Company, please state the dates
4 of coverage for said policy and policy number."

5 Q. Okay. And your answer to that question,
6 which continues on page 9, I want you to review it
7 and tell me if that -- that is your -- if that is
8 your answer to that question?

9 MR. SAMPSON: The answer starts here at
10 the bottom of that page.

11 THE WITNESS: Yes.

12 BY MR. DOUGLAS:

13 Q. Okay. And it's my understanding from
14 this answer -- and you can tell me if I'm wrong --
15 that you believed from your renewal notice you had
16 until July 31st, 2007 to pay for your July 2007,
17 policy --

18 MR. SAMPSON: Wait for the question.

19 BY MR. DOUGLAS:

20 Q. -- is that correct?

21 A. All I know is that I made the payment by
22 the expiration date that was on my renewal notice.

23 Q. What payment are you talking about?

24 A. My July payment.

25 Q. Okay. Was that about July 10th?

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1 A. Yes, I believe so.

2 Q. Was that after the accident that was --
3 we're talking about here?

4 A. Yes.

5 Q. So you made the payment after the
6 accident, and -- but it's your understanding that
7 you had until July 31st to make that payment?

8 MR. SAMPSON: I'll object. Asked and
9 answered.

10 You can answer it again.

11 THE WITNESS: Yes.

12 BY MR. DOUGLAS:

13 Q. And why did you -- why did you believe
14 you had until July 31st?

15 A. Because my expiration date goes on my
16 renewal form --

17 Q. Okay.

18 A. -- saying until July 31st.

19 Q. Okay. Now, after you made the July 10th
20 payment, did you call United Auto to check your
21 coverage?

22 A. No. I called to make a claim that I was
23 in an accident. You're supposed to notify your
24 insurance company that you've been in an accident.

25 Q. Okay. So you didn't call to check and

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1 see if you had coverage?

2 A. No, I did not. I had coverage.

3 Q. Okay. So you never called to check
4 coverage?

5 MR. SAMPSON: I'll object. That's been
6 asked and answered twice.

7 Now, don't answer it again.

8 BY MR. DOUGLAS:

9 Q. Is that correct? Is that what you're
10 stating?

11 MR. SAMPSON: He's not going to answer it
12 again. He's answered it twice. He's not going to
13 answer it again.

14 BY MR. DOUGLAS:

15 Q. You can answer.

16 MR. SAMPSON: No, he can't.

17 I'm instructing you not to.

18 MR. DOUGLAS: Okay. Let the record
19 reflect --

20 MR. SAMPSON: He's not doing it again.

21 MR. DOUGLAS: Counsel has again
22 instructed the witness not to answer.

23 MR. SAMPSON: For the third time, I'm not
24 going to have him answer the same question over and
25 over again.

1 MR. DOUGLAS: Counsel, are you done with
2 your speaking objections --

3 MR. SAMPSON: No. I'm happy to state
4 quite a lot more if you'd like to invite me to.

5 MR. DOUGLAS: You know what, Counsel, I
6 think this is my deposition.

7 MR. SAMPSON: I would be happy to say
8 quite a lot more if you would like to invite me to;
9 otherwise, ask your questions.

10 MR. DOUGLAS: Counsel, are you done?

11 MR. SAMPSON: You want to invite me to
12 say more, because no, I'm not. But I'd be happy to
13 say more if you'd like to invite me to. Or would
14 you like to ask the question?

15 MR. DOUGLAS: Counsel, we've had enough.
16 Let's move on.

17 MR. SAMPSON: Would you like to ask the
18 questions?

19 MR. DOUGLAS: As soon as you're done
20 talking.

21 MR. SAMPSON: Well, I have quite a bit to
22 say, actually, if you'd like to invite me.

23 MR. DOUGLAS: No.

24 MR. SAMPSON: Okay then, ask your
25 question or stop the deposition.

1 MR. DOUGLAS: Counsel, there's no
2 reason --

3 MR. SAMPSON: Ask your question or stop
4 the deposition.

5 MR. DOUGLAS: I don't like your tone,
6 Counsel.

7 MR. SAMPSON: Ask your question or stop
8 the deposition.

9 MR. DOUGLAS: I'm not going to be
10 verbally abused --

11 MR. SAMPSON: I'm going to ask you one
12 last time to ask a question. If you don't ask a
13 question, we're getting up and leaving.

14 MR. DOUGLAS: I'm not going to tolerate
15 your continued --

16 MR. SAMPSON: Please, Counsel, ask a
17 question.

18 MR. DOUGLAS: Again, we're not going to
19 tolerate your --

20 MR. SAMPSON: We're done, thank you. You
21 don't have any questions, apparently.

22 MR. DOUGLAS: Are you walking out --

23 MR. SAMPSON: If you're not going to ask
24 any questions, we're going to leave. Are you going
25 to ask a question or are we going to leave?

1 MR. DOUGLAS: I'm trying to, but you
2 won't stop --

3 MR. SAMPSON: Are you going to ask a
4 question?

5 MR. DOUGLAS: I would as soon as you stop
6 talking.

7 MR. SAMPSON: Okay. I'm going to stop
8 talking here in a second, and when I stop, I'm going
9 to say -- or ask a question.

10 MR. DOUGLAS: That is not how it works.

11 MR. SAMPSON: You can ask a question.
12 This is how it does work. Depositions you ask
13 questions and the witness answers. So ask a
14 question and the witness will answer, or don't and
15 we'll leave. Now, please, ask a question.

16 MR. DOUGLAS: Let the record reflect
17 Counsel is --

18 MR. SAMPSON: You will not ask a
19 question, we'll leave.

20 MR. DOUGLAS: -- is making mocking
21 gestures --

22 MR. SAMPSON: Let's leave.

23 MR. DOUGLAS: -- and holding his ears.

24 MR. SAMPSON: I'm not making any mocking
25 gestures. Yeah, I'm holding my ear waiting for a

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1 question. Do you have a question for the witness?

2 MR. DOUGLAS: Can we mark this as

3 Exhibit 2.

4 (Whereupon, Exhibit No. 2 was

5 marked for identification.)

6 BY MR. DOUGLAS:

7 Q. I'm showing your counsel what we're

8 marking as Exhibit 2 for identification.

9 MR. SAMPSON: For the record, this
10 appears to be a document that has not yet been
11 disclosed in this case.

12 BY MR. DOUGLAS:

13 Q. I'll submit that this document was
14 disclosed in the defendant's initial production.

15 But that said, sir, my question for you
16 is looking at what we've marked as Exhibit 2 for
17 identification, can you tell me if you have ever
18 seen that before?

19 A. No, I don't recall ever seeing this.

20 Q. Okay. Do you know if that's your
21 application for your initial insurance policy with
22 UAIC?

23 A. I can tell you that I don't know. I
24 never -- I don't remember seeing this.

25 Q. So you don't know?

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1 A. No.

2 Q. Okay.

3 MR. SAMPSON: Is it correct you don't
4 know? I wasn't clear. He's correct, you don't
5 know?

6 THE WITNESS: I don't know, no.

7 BY MR. DOUGLAS:

8 Q. Do you remember, you said it was a couple
9 months before the accident that you first got
10 insurance with UAIC; is that correct?

11 A. I told you I wasn't -- it was quite a few
12 months. There was a few months before -- I know I
13 maintained insurance with this company before the
14 accident.

15 MR. SAMPSON: Can I see -- I want to take
16 a look at it for a second, hold on.

17 MR. DOUGLAS: I know, but I need to ask
18 him a question about it.

19 MR. SAMPSON: Give me just a moment,
20 please.

21 MR. DOUGLAS: Counsel, I've already given
22 it to you to look at.

23 MR. SAMPSON: Thank you. And I'm looking
24 at it.

25 MR. DOUGLAS: Okay.

1 BY MR. DOUGLAS:

2 Q. Well, what we've marked as Exhibit 2
3 notes that it appears that you signed up for
4 insurance with UAIC on March 29th of 2007.

5 Do you have any reason, as you sit here
6 today, to disagree that that's the date when you
7 started your policy with UAIC?

8 A. I will not disagree. Like I told you,
9 dates, times that you're so concerned about, I'm not
10 a hundred percent specific, or -- there're a lot of
11 things that happened with my life. Dates I don't
12 remember. I don't want to remember.

13 All I know is I signed up for some
14 automobile insurance. They denied me a claim when I
15 was under the impression that I was covered, and
16 because of the results of that, you and I sit here
17 like we are today.

18 Q. And I understand that. And I --

19 A. Do you -- I mean, this is -- this is not
20 right.

21 Q. I mean, you know people can differ on
22 that, I think, sir. But I'm just asking you if you
23 remember, and if you don't, I understand, and we can
24 move on. I'm not -- if you don't remember a date,
25 I'm not going to sit here and yell at you. I mean,

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1 I don't do that sort of thing.

2 But -- so I'm just asking you, do you
3 have any reason to disagree that March 29th, 2007 is
4 when you started your insurance with UAIC?

5 A. No.

6 Q. Okay. And do you know what kind of
7 policy you got with UAIC?

8 MR. SAMPSON: I will object to the form.

9 THE WITNESS: I don't understand the
10 question. What kind of a policy?

11 BY MR. DOUGLAS:

12 Q. Well, sure. Do you know how long of a
13 term it was for?

14 MR. SAMPSON: I will object to the form.

15 THE WITNESS: I went in there and
16 acquired insurance for a year.

17 BY MR. DOUGLAS:

18 Q. Okay. And this was from U.S. Auto?

19 A. U.S. Auto Insurance was the one who wrote
20 up my policy, yes.

21 Q. Okay. And you got a monthly term.

22 Do you understand that?

23 A. They told me that I had a one-year
24 policy, that I was to have monthly payments.

25 Q. So U.S. Auto told you this?

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1 A. Correct.

2 Q. Okay. And do you remember who at
3 U.S. Auto told you this?

4 A. No, I do not.

5 Q. Okay. But you --

6 A. The lady I spoke to the first time.

7 Q. So some female?

8 A. Correct.

9 Q. Do you remember on that first time when
10 you went into U.S. Auto did you make a premium
11 payment?

12 A. Yes, I did.

13 Q. Did she give you insurance at that time?

14 A. Yes, she did.

15 MR. DOUGLAS: Can we mark this as
16 Exhibit 3.

17 (Whereupon, Exhibit No. 3 was
18 marked for identification.)

19 BY MR. DOUGLAS:

20 Q. Showing your counsel what we're marking
21 as Exhibit 3 for identification, I want you to take
22 a look at what we've marked as Exhibit 3 and ask you
23 if you have ever seen that before?

24 A. I don't remember. I mean, I don't recall
25 seeing this exact page.

1 Q. Okay. Do you know what that is?

2 A. No. She didn't tell me.

3 Q. Well, I'm asking you first if you do?

4 A. No, I do not.

5 Q. Do you remember being sent -- this is
6 what's called -- we -- I'll proffer this is what's
7 called a declaration page.

8 Do you remember being sent these by UAIC?

9 A. I don't remember being sent these, no. I
10 remember being sent proof of insurance form with the
11 thing on the bottom to make my payment.

12 Q. Okay.

13 A. A renewal statement. It said renewal
14 statement on the top.

15 Q. So you remember getting renewal
16 statements?

17 A. Yes.

18 Q. But you don't remember getting policy
19 declarations pages?

20 A. I don't remember this, no.

21 Q. Okay. Did you ever get one of these
22 policy declaration pages?

23 MR. SAMPSON: I'll object to the form of
24 the question to the extent it calls for speculation.

25 THE WITNESS: I do not recall getting

1 these, no.

2 BY MR. DOUGLAS:

3 Q. Okay. Can you see up in the top
4 right-hand corner of that document?

5 A. Yes.

6 Q. It lists -- it says, "Coverage provided"?

7 A. Yes.

8 Q. Can you see where it says from
9 March 29th, 2007 to April 29th, 2007?

10 A. I see that.

11 Q. Okay. Did you know that that was the
12 policy period for your first monthly term policy?

13 MR. SAMPSON: I'll object to the form.

14 THE WITNESS: Like I said, I don't
15 remember seeing this form.

16 BY MR. DOUGLAS:

17 Q. Okay. Okay. I understand that. But
18 were you aware that your first policy was a
19 month-long term from March 29th to --

20 A. No. I was aware that -- I was told that
21 my policy was one year with monthly payments.

22 Q. Okay. And let me finish my question, and
23 then I'll give you all the time you want to answer.

24 I just want to know, so were you aware
25 that your first policy term from UAIC was from

1 March 29th, 2007 to April 29th, 2007?

2 MR. SAMPSON: I will object to the form
3 of the question.

4 Go ahead and answer.

5 THE WITNESS: No. I never saw this form
6 before, and when I first went in to get insurance, I
7 was told I had a one-year policy and I was to pay
8 month to month.

9 BY MR. DOUGLAS:

10 Q. Okay.

11 A. And I was under the impression that if I
12 was to ever cancel, they would send me -- or if I
13 was ever late, they would send me a notice, so on
14 and so forth. I never received any of these in the
15 mail that I know of. I never saw no dates like
16 that. I was sent a renewal form that said pay by
17 this date, pay by the expiration date, and these
18 were my renewal forms.

19 Q. Okay. So no one at U.S. Auto ever told
20 you you we're only buying a month -- month-long
21 policy?

22 A. No, no.

23 Q. No one at U.S. Auto ever explained to you
24 that the renewals you were receiving were to renew
25 another one-month term policy?

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1 A. No.

2 Q. And did you ever talk to anyone at
3 United Auto about your policy?

4 A. No. The only person I ever spoke to at
5 United Auto about my policy is when I called to make
6 a claim.

7 Q. Okay. So you never called them with
8 questions about the term of your policy?

9 A. No. I was under the impression that they
10 were allowing U.S. Auto to provide me with all the
11 information that I needed. Why should I have to
12 call them?

13 Q. Well, but, I just want to make clear. So
14 you never did call United Auto about the term of
15 your policy?

16 A. No.

17 Q. And is it fair that shortly after you got
18 your policy with United Auto, you went in and added,
19 I guess, a driver and a vehicle?

20 Do you remember that?

21 A. Yes. Yes.

22 Q. Okay. And that was you added, I believe,
23 Kristen Scott?

24 A. That's correct.

25 Q. And you also added a vehicle, 1994 Ford

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1 Ranger?

2 A. Correct.

3 Q. Okay. Do you remember when that was?

4 A. No. I don't remember the exact date.

5 Q. Okay. And again, I understand that. I
6 know it's been some time, but unfortunately, this is
7 the way we have to do things.

8 And so if I told you that the records
9 reveal it was on or about April 25th, 2007 that you
10 added those people and that car, do you have any
11 reason to disagree with that?

12 A. No.

13 MR. DOUGLAS: Let's mark this, I guess,
14 4.

15 (Whereupon, Exhibit No. 4 was
16 marked for identification.)

17 BY MR. DOUGLAS:

18 Q. So your counsel is showing you what we've
19 marked as Exhibit 4 for identification.

20 And I first want to ask you if you've
21 ever seen this document before.

22 A. Yes, I have.

23 Q. And what is that?

24 A. It's a renewal statement.

25 Q. Okay. And --

1 A. It says right there, "Renewal statement."

2 Q. That's right. And was this -- was this
3 the type of renewal statement that you were just
4 talking about?

5 A. Yes. This is what I've seen.

6 Q. Okay. And was that what -- is that what
7 United Auto sent to you?

8 A. Yes.

9 Q. And the renewal amount is how much from
10 that statement?

11 A. Are you asking me?

12 Q. Yeah.

13 A. \$94.

14 Q. Okay. And it says -- what's the due
15 date?

16 A. My expiration date, well, it says here in
17 writing, "To avoid a lapse in coverage payment --

18 Q. I understand that.

19 A. -- "must be prior" -- "prior" --

20 MR. SAMPSON: Don't interrupt until he is
21 done answering --

22 THE WITNESS: -- "to the expiration" --

23 MR. DOUGLAS: But I don't think he's
24 answering my question.

25 MR. SAMPSON: He is.

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1 THE WITNESS: I am.

2 MR. SAMPSON: Go ahead and finish your
3 answer uninterrupted. Go ahead.

4 MR. DOUGLAS: I'm asking --

5 MR. SAMPSON: Hold on. I know where
6 you're going. Let him finish his answer --

7 THE WITNESS: This is how I read this
8 document: "To avoid lapse in coverage, payment must
9 be received prior to the expiration of your policy."
10 Payment must be received by the expiration of my
11 policy. And it says right here in the top hand
12 right -- right-hand corner, expiration date is
13 May 29th of 2007. So to avoid lapse in that
14 coverage, payment must be made by that date, which I
15 always did, and there was never a problem.

16 BY MR. DOUGLAS:

17 Q. Now, and I appreciate your answer and
18 that's your understanding, but is there a due date
19 listed on this notice?

20 MR. SAMPSON: I will object. Asked and
21 answered.

22 But you can tell him again.

23 THE WITNESS: My due date to avoid lapse
24 in coverage was to be made by the expiration date,
25 which in the top right-hand corner was May 29th.

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1 BY MR. DOUGLAS:

2 Q. Well, you answered before for me you knew
3 the renewal amount was \$94, and that's -- that's
4 that box that's surrounded by stars.

5 Do you see that?

6 A. I see that.

7 Q. Can you read to me what it says next to
8 that.

9 A. It says no later than 04/29/07.

10 Q. And is that also surrounded by stars?

11 A. Yes, it is.

12 Q. So are you saying you didn't take that to
13 mean that that was the date for that \$94 payment you
14 just told me about?

15 A. Yes. Because every other time that I'd
16 ever made payments, as long as they were made by the
17 expiration date of my policy that says clearly to
18 avoid a lapse in coverage to be made by the
19 expiration date, which I always made. I was always
20 on time, and I never received a notice stating that
21 I was ever -- had a lapse or a drop in coverage.
22 Because my payments were always made by the
23 expiration date.

24 Q. So what did you think "no later than"
25 meant?

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1 A. I really never paid it much thought. I
2 always -- I followed the directions that everything
3 read.

4 Q. So even though you knew the renewal
5 amount in the starred box was the amount you were
6 supposed to pay, you ignored the next box that says
7 "no later than"?

8 MR. SAMPSON: I'll object to the form.
9 Argumentative. I don't appreciate the tone either.

10 But you can go ahead and answer.

11 THE WITNESS: Ignored it? I didn't
12 ignore it. I paid by what underneath said for me to
13 pay by.

14 BY MR. DOUGLAS:

15 Q. Okay. So --

16 A. Sometimes money was tight. Sometimes I
17 had money. I was able to pay before the dates that
18 are on here. Sometimes I was able to pay by the
19 expiration -- I always made sure that the payments
20 were made by the expiration date, which always kept
21 me from avoiding a lapse in coverage.

22 Q. I guess what I'm trying to ask you is why
23 did you come up with that sort of reading the
24 paragraph and then using the expiration date in the
25 corner instead of just looking at where it says "no

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1 later than" with a date surrounded by stars? How
2 come -- why did you choose this expiration date
3 instead of the one that's starred and it says "no
4 later than"?

5 MR. SAMPSON: I'll object to the form.
6 There is nothing -- there's nothing about expiration
7 date under "no later than" --

8 MR. DOUGLAS: That's not what I asked
9 him, Counsel.

10 MR. SAMPSON: Yeah, it is. We're making
11 a record. We're videotaping it, so you don't have
12 to comment.

13 MR. DOUGLAS: Exactly. Keep up with your
14 speaking objections.

15 MR. SAMPSON: Thank you. I will.

16 BY MR. DOUGLAS:

17 Q. So can you tell me why? You said you
18 didn't ignore it.

19 A. I can't tell you why.

20 Q. Okay. Can you look down at the bottom
21 left-hand corner. Does it say due date with a date
22 there?

23 A. Yes, it does.

24 Q. Okay. What date is that on this form?

25 A. It's 04/09.

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1 Q. The due date?

2 A. Yeah.

3 Q. It says --

4 A. It says due date 04/09.

5 Q. Okay. And that matches the date that's

6 starred that says "no later than."

7 Is that fair?

8 A. That's correct.

9 Q. Okay. And, in fact, it looks like in the

10 middle of the page, it says, "Please detach and

11 return this bottom portion with your payment."

12 Do you see that?

13 A. Yes.

14 Q. So it appears that this bottom part was

15 the stub that you return your payment with.

16 Is that fair?

17 A. That's correct.

18 Q. Okay. And you have other bills you pay;

19 is that correct?

20 A. Yes.

21 Q. You have -- do you have a cell phone?

22 A. Yes.

23 Q. What's your cell phone number, by the

24 way?

25 A. 626-232-0600.

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1 Q. And who's your provider?
2 A. Sprint.
3 Q. How long have you had that phone?
4 A. I don't remember. It's been a while.
5 Q. Did you have that phone in 2007?
6 A. No, I did not.
7 Q. What phone did you have then?
8 A. I don't recall.
9 Q. Do you know the name of the provider?
10 A. No, I don't remember.
11 Q. So you have a cell phone bill that you
12 pay now; is that right?
13 A. I don't pay it, no.
14 Q. You don't?
15 A. Nope.
16 Q. Do you have any bills that you pay right
17 now? A utility bill?
18 A. No, I don't. Remember, I live with my
19 parents.
20 Q. Okay. Have you had bills in your name
21 and accounts in your name before?
22 A. Of course I have, yeah.
23 Q. Okay, sure. Everybody knows; right? You
24 have an account in your name, and you get a payment
25 stub that you return with your payment.

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1 Is that fair?

2 A. That is correct.

3 Q. And all of them have due dates on them;
4 is that right?

5 THE WITNESS: Dave, can I answer
6 something right now other than yes and no?

7 BY MR. DOUGLAS:

8 Q. I would direct the witness not to ask his
9 counsel for an answer. I have a pending question I
10 want to know --

11 A. Yes.

12 Q. Okay. And so just like this stub has --

13 A. I would like to take a break, please.
14 Can I take a break?

15 Q. I have another question pending.

16 MR. SAMPSON: Okay. You don't have a
17 question pending. You haven't asked anything. All
18 right?

19 MR. DOUGLAS: I have --

20 MR. SAMPSON: Just like this said --

21 MR. DOUGLAS: You can't just take a
22 break --

23 MR. SAMPSON: Yes, he can.

24 MR. DOUGLAS: -- because he --

25 MR. SAMPSON: He'd like a break, Counsel.

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1 THE WITNESS: And I would like to ask him
2 a question because I want to make something -- I
3 want to make a statement, so I want to --

4 MR. DOUGLAS: We don't have time for
5 statements right now --

6 MR. SAMPSON: No, we have all the time in
7 the world.

8 MR. DOUGLAS: I have a pending question
9 before he takes a break --

10 MR. SAMPSON: No, you don't. No, you
11 don't --

12 MR. DOUGLAS: I asked him --

13 MR. SAMPSON: -- all you said -- well,
14 why don't we have her read the question back then.

15 MR. DOUGLAS: Well, because --

16 MR. SAMPSON: Let's have the question
17 read back. Let's have the question read back.

18 MR. DOUGLAS: If you won't take a
19 break --

20 MR. SAMPSON: I just want the question
21 read back. That's all right now.

22 (The court reporter read the requested
23 portion of the record pursuant to
24 Counsel's request.)

25 MR. SAMPSON: That was not a question.

1 MR. DOUGLAS: Well, because I couldn't --
2 I wasn't able to finish it.

3 MR. SAMPSON: Right. Because he asked
4 for a break before the question was asked. So it's
5 not pending. He'd like a break. Let's take a quick
6 break.

7 THE VIDEOGRAPHER: We are going off the
8 record at 3:06 p.m.

9 (Off the record.)

10 THE VIDEOGRAPHER: Beginning of
11 Videotape No. 3 in the continuing deposition of
12 Gary Lewis. We are back on record at 3:10 p.m.

13 MR. DOUGLAS: Okay. I'd like the record
14 to reflect we took another couple minute break, and
15 the witness had a chance to talk to his attorney
16 again.

17 BY MR. DOUGLAS:

18 Q. Can I pick up where we left off. I think
19 you told me -- you admitted this had a stub portion
20 here on the bottom of this renewal notice that had a
21 due date; is that right?

22 A. Yes.

23 Q. And you're familiar with other bills that
24 you've paid oftentimes on the stub with the amount
25 you owed. They also have a due date; is that right?

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1 A. That's correct.

2 Q. So can you explain for me with that
3 understanding why you think this due date doesn't
4 apply to this renewal notice?

5 A. I was under the impression that the due
6 date is the date that they want their money, but to
7 avoid a lapse in coverage, that I had to pay by the
8 expiration date. There was a grace period between
9 those two dates.

10 Just like a power bill. If a power bill
11 sends you a date that they need to receive their
12 payment, if I don't receive -- if they don't receive
13 my payment by then, they don't come out and turn my
14 electricity off right away. They get ahold of me,
15 set up another date, the payment arrangement, so on
16 and so forth, before they come out and turn off my
17 electricity.

18 That's what I was under the impression of
19 this. To avoid the lapse of coverage, I had to pay
20 by the expiration date, which is different than the
21 due date.

22 Q. Okay. And --

23 A. That is what I wanted to state before.

24 Q. Okay. And who told you that?

25 MR. SAMPSON: I'll object to the form,

1 assumes facts.

2 THE WITNESS: This right here.

3 BY MR. DOUGLAS:

4 Q. Okay. Did anyone at U.S. Auto ever tell
5 you that?

6 MR. SAMPSON: I'll object to the form,
7 asked and answered.

8 THE WITNESS: The form is what told me,
9 the renewal notice from UAIC.

10 MR. DOUGLAS:

11 Q. So no person ever told you that?

12 MR. SAMPSON: I will object to the form.
13 You can tell him again where you heard
14 about it.

15 THE WITNESS: I don't remember everything
16 that's ever said to me by anybody in the world, nor
17 do you.

18 BY MR. DOUGLAS:

19 Q. I understand.

20 A. I do know by the paperwork that is
21 sitting right in front of me that I got every month,
22 that is what it told me.

23 Q. Okay. And all I'm trying to ask you is
24 did you ask anyone at U.S. Auto about that?

25 A. No.

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1 Q. Okay. Did anyone at U.S. Auto ever tell
2 you that's what it meant?

3 MR. SAMPSON: I'll object to the form.
4 He's already answered that three times now.

5 But you can tell him for a fourth time.

6 THE WITNESS: No.

7 BY MR. DOUGLAS:

8 Q. Okay. Did anyone at United Auto ever
9 tell you that was the format?

10 A. No.

11 MR. SAMPSON: I'll object to the form.

12 BY MR. DOUGLAS:

13 Q. Is that a "no"?

14 A. No.

15 Q. Okay.

16 MR. SAMPSON: Are you done with 4?

17 MR. DOUGLAS: Sure, yeah.

18 Why don't we mark this as 5.

19 (Whereupon, Exhibit No. 5 was
20 marked for identification.)

21 BY MR. DOUGLAS:

22 Q. And I'm just showing your counsel what
23 we've marked as Exhibit 5 for identification.

24 I can ask you if you've ever seen that
25 before.

1 A. I don't recall seeing this before.

2 (Interruption.)

3 THE WITNESS: No.

4 BY MR. DOUGLAS:

5 Q. Okay. So you haven't. And you're not
6 aware what that is?

7 A. I am now because you explained to me
8 earlier what it is --

9 Q. Okay.

10 A. -- but no, I do not recall seeing this.

11 Q. Did you ever get a declarations page of
12 any -- at any time from United Auto?

13 A. Declaration page, is that what this is?

14 Q. Yes, that's what that is.

15 A. Not that I remember.

16 Q. Okay. And I just want to ask you, you
17 can see again in the top right-hand corner, it says,
18 Coverage provided from and to.

19 Can you see that?

20 A. Yes, I do.

21 Q. And can you see the "to" date, what date
22 that is? Can you read that?

23 A. April 29th, 2007 to May 29th, 2007.

24 Q. Okay. That's fine, thank you.

25 MR. DOUGLAS: Let's mark this as

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1 Exhibit 6.

2 (Whereupon, Exhibit No. 6 was
3 marked for identification.)

4 BY MR. DOUGLAS:

5 Q. I will show your counsel what we've
6 marked as Exhibit 6 for identification. And once he
7 shows it to you, I'm going to ask you if you've ever
8 seen that document before.

9 A. Yes, I have.

10 Q. Okay. And can you tell me what that is?

11 A. It's another renewal statement.

12 Q. Okay. And is it again the renewal
13 statements that you said you received from
14 United Auto?

15 A. Yes.

16 Q. Okay. And again, this one, it has the
17 renewal amount starred in the middle there in the
18 center.

19 Is that fair?

20 A. Yes.

21 Q. How much is that?

22 A. 134.

23 Q. And then next to it it says "no later
24 than."

25 What date does it give there?

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1 A. 05/29.

2 Q. Okay. Of '07?

3 A. Correct.

4 Q. And, in fact, that's the same date next
5 to the due date down on that -- on the stub that we
6 talked about before.

7 Is that fair?

8 A. Correct.

9 Q. So when -- it's my understanding, then,
10 that you would agree with me that the due date for
11 this renewal was May 29th, 2007?

12 A. Yes.

13 Q. Okay. And -- thank you.

14 A. Also to avoid lapse in coverage, the
15 payment be paid by the expiration date again.

16 MR. SAMPSON: Just answer his questions.
17 It's all right. You just answer his questions. He
18 doesn't want -- just answer his questions.

19 MR. DOUGLAS: Let's mark this as
20 Exhibit 7.

21 (Whereupon, Exhibit No. 7 was
22 marked for identification.)

23 BY MR. DOUGLAS:

24 Q. Showing your counsel what we've marked as
25 Exhibit 7, and I'm going to ask you if you've ever

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1 seen this before.

2 A. Yes.

3 Q. Can you tell me what that is?

4 A. It's a receipt of payment.

5 Q. Were these receipts of payment that you
6 would get when you would pay your premium?

7 A. Yes.

8 Q. Do you know who gave you these?

9 A. U.S. Auto insurance.

10 Q. And how did you normally pay your
11 premium?

12 A. By -- in person at U.S. Auto Insurance.

13 Q. Did you pay by check, cash --

14 A. Money order --

15 Q. Okay.

16 A. -- cash, money order, or whatever.

17 Q. And they would give you one of these
18 receipts?

19 A. Correct.

20 Q. Can you see for me the date of payment
21 that's listed on this receipt?

22 A. 05/31/07.

23 Q. I'm sorry, what was that date?

24 A. 05/31/07.

25 Q. Okay. And so is that -- would you have

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1 any reason to disagree that that was the date you
2 made that payment?

3 A. No.

4 Q. And we just talked about, I think, that
5 the -- your premium had been due on May 29th, 2007,
6 for this period.

7 Do you remember that?

8 A. The renewal date was 05/29, exactly. My
9 expiration date was 06/29, and I went in and made
10 the payment of the 134 on 5/31, which is two days
11 after the due date on the previous thing --

12 Q. Sure.

13 A. -- which gave me a renewal on the same
14 policy even after I paid after the renewal date.

15 Q. Okay. Well, I'd like to strike that
16 answer. That's not what I asked you, and I think
17 that calls for legal conclusion.

18 But I just want to make -- ask you
19 again -- maybe the simplest way to ask it is you
20 would agree that this payment on 5/31/2007 was after
21 the due date of 5/29/2007; is that correct?

22 A. That's correct.

23 Q. Thank you.

24 MR. DOUGLAS: And I guess we're up to
25 Exhibit 8.

1 (Whereupon, Exhibit No. 8 was
2 marked for identification.)

3 BY MR. DOUGLAS:

4 Q. Okay. And I'd like you to take a look at
5 what we're marking as Exhibit 8 for identification.

6 And have you ever seen this document
7 before?

8 A. Once again, I don't remember seeing this
9 one, no.

10 Q. So you just -- you don't remember?

11 A. I don't remember seeing any of these
12 pages.

13 Q. Okay. Can you see there -- again,
14 talking about the coverage provided section that we
15 discussed earlier in regard to these?

16 A. Yes.

17 Q. Can you see that it shows the date
18 starting as May 31st, 2007?

19 A. Yes.

20 Q. So were you aware that your June policy
21 did not -- did not start until May 31st, 2007?

22 A. Like I said, I don't remember seeing this
23 policy -- this paper before. I don't remember
24 seeing this page. So was I aware of it? No. I
25 don't remember seeing this paper.

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1 Q. Okay. So when you went in and paid your
2 premium May 31st, 2007, did U.S. Auto say anything
3 to you?

4 A. No.

5 Q. Did they tell you you were late?

6 A. No.

7 Q. Did they tell you your new monthly term
8 was starting up?

9 A. No.

10 Q. Did you ask them whether you had any
11 lapse in coverage?

12 A. No. Why would I? I paid by the
13 expiration date.

14 MR. SAMPSON: Just answer his questions.
15 It will go a lot easier. Just answer his questions.

16 THE WITNESS: Okay.

17 MR. SAMPSON: Are you done with 8?

18 MR. DOUGLAS: Yeah, sure. All right.

19 BY MR. DOUGLAS:

20 Q. And I'd like to show you what we're
21 marking as Exhibit 9, once your attorney takes a
22 look at it.

23 (Whereupon, Exhibit No. 9 was
24 marked for identification.)

25 BY MR. DOUGLAS:

1 Q. And I'm going to ask you if you've ever
2 seen that before?

3 A. Yes, I have.

4 Q. Can you tell me what that is?

5 A. Another renewal statement.

6 Q. And that was the renewal that, I guess,
7 was sent to you in June of 2007 for your July
8 policy?

9 A. Correct.

10 Q. And again, would you agree with me it
11 shows the renewal amount as \$134 and that's
12 surrounded by stars in the middle there?

13 A. Yes.

14 Q. Okay. Would you agree with me that also
15 the next sentence says, "No later than 6/30/07?"

16 A. Correct.

17 Q. And again, down at the bottom of the page
18 on that stub, the payment stub, again, the due date
19 says 06/30/07?

20 A. Correct.

21 Q. Okay. Do you know if you made that --
22 that payment by 6/30/07?

23 A. I can't tell you. I don't remember the
24 day I made the payment.

25 Q. Okay. And I think you said you thought

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1 the accident happened over July 4th weekend or
2 something to that --

3 A. July 4th weekend, I know because that was
4 the function.

5 Q. Were you there -- were you there for
6 longer than just the weekend?

7 A. I couldn't tell you the exact dates I was
8 there. I told you I was there for the 4th of July
9 weekend, and we left the day that the accident
10 happened. I was on my way home when the accident
11 happened.

12 Q. If I told you that our records -- and
13 everybody I think in the case would agree -- that
14 that show the accident happened on July 8th, 2007,
15 would you have any reason to disagree with that?

16 A. No.

17 Q. Okay. So does that refresh your
18 recollection at all as to how long you were up there
19 before the accident occurred?

20 A. July 6th? Was that the July 6th?

21 Q. Okay. So you went up after the 4th? Is
22 that what you are saying?

23 A. Obviously, yes, yes.

24 Q. Because you were up -- were you up there,
25 I guess, two days, you're saying, before the

1 accident?

2 A. Yes.

3 Q. Okay. By the way, did you ever try to
4 make a payment on July 4th weekend or something like
5 that on your policy?

6 A. Not that I recall.

7 Q. Okay. All right. Thank you.

8 MR. DOUGLAS: All right. I guess we'll
9 go to 10.

10 (Whereupon, Exhibit No. 10 was
11 marked for identification.)

12 BY MR. DOUGLAS:

13 Q. Okay. After I show that to your
14 attorney, I'd like you to take a look at what we've
15 marked as Exhibit 10 for identification, and I'll
16 ask you if if you've ever seen that before.

17 A. Yes.

18 Q. What is that?

19 A. A receipt of payment.

20 Q. And when is that from?

21 A. July 10th.

22 Q. Okay. Do you have any reason to disagree
23 that that's the date that you made your July 2007
24 payment?

25 A. No.

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1 Q. And July 10th is after July 8th; is that
2 correct?

3 A. Correct.

4 Q. Okay. So does that refresh your
5 recollection at all as to when you made your July
6 payment in regard -- in relation to the accident?

7 A. I made this payment on July 10th, 2007.

8 Q. And that was after the accident?

9 A. That's correct.

10 Q. And you said you drove back July 8th?

11 A. That's correct.

12 Q. And then within two days you went in and
13 made your payment?

14 A. That's correct.

15 Q. Had you spoken to James Nalder after you
16 returned to Las Vegas but before you made this
17 payment?

18 A. Actually, no.

19 Q. Did you speak to Mr. Nalder's counsel
20 prior to making this payment?

21 A. No.

22 Q. Did you speak to anyone?

23 A. No.

24 Q. Okay.

25 A. I only spoke to my old lady when I went

1 to bed. What do you mean? As far as this case, no.

2 Q. No. In regard to this payment?

3 A. No, never.

4 Q. Okay. So you didn't realize that you
5 hadn't made your payment, and after this accident
6 you got back to town and made this payment?

7 MR. SAMPSON: I'm going to object to the
8 form of the question. I think it's vague.

9 THE WITNESS: Can you explain the
10 question you're asking me again?

11 BY MR. DOUGLAS:

12 Q. Yeah, sure. I mean, we -- you agreed
13 that your -- the accident occurred probably
14 July 8th, 2007?

15 A. Correct.

16 Q. And we agreed that you made your payment
17 on July 10th, 2007?

18 A. That's correct.

19 Q. Okay. And I'm asking you is it the case
20 that after this accident, which you obviously feel
21 horrible about, you knew you didn't have insurance
22 and you went in and you made this payment when you
23 got back to town?

24 A. No. I knew I had insurance. I had
25 insurance. I did not pay late. I paid before the

1 expiration date.

2 Q. Okay. Okay. And when you called the
3 insurance company, you said, to report the claim --

4 A. Correct.

5 Q. -- they didn't tell you that you were --
6 you didn't have coverage during that time?

7 A. No, they did not. They took my claim.

8 Q. No one -- no one told you there was a
9 problem with the coverage?

10 A. No.

11 Q. Did you discover at some point that there
12 was a problem with your coverage?

13 A. I received a phone call two days later
14 from UAIC stating that they were not going to cover
15 me on the claim that I had made earlier. They said
16 that I -- it was not covered.

17 Q. Okay. So you knew that UAIC was
18 maintaining you didn't have coverage when the
19 accident happened?

20 A. They said that I did not have coverage
21 the date that the accident happened, yes.

22 Q. And how long after the accident was that?

23 MR. SAMPSON: I'll object to the form.

24 THE WITNESS: Let me see, the 8th -- a
25 week, five -- five to seven days.

1 BY MR. DOUGLAS:

2 Q. Okay. How did you feel about that?

3 A. I didn't understand why.

4 Q. Okay. What --

5 A. No one ever explained to me exactly why
6 neither. They said that I was not covered, and
7 after that they just -- I could not understand why.

8 Q. Okay.

9 A. I never was able to get in touch with
10 anybody ever after that to explain to me why.

11 Q. Okay. Did you try?

12 A. Yes, I did.

13 Q. Okay.

14 A. I tried to call, but I could never get
15 anybody on the phone that would -- that would give
16 me any explanation why. No one would talk to me at
17 UAIC.

18 Q. Okay. Earlier I asked you if you spoke
19 to anyone at UAIC --

20 A. No.

21 Q. -- and you said you had, you had called,
22 and you had called and spoken to someone twice?

23 A. Yes.

24 Q. Okay. But you never mentioned to me that
25 you called and didn't get a response?

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1 A. No.

2 MR. SAMPSON: Object to the form of
3 the -- hold on. I'm going to object to the form of
4 the question. You can ask a question, please.
5 That's not a question. Do you have a question?

6 BY MR. DOUGLAS:

7 Q. Is that true?

8 A. Is what true?

9 Q. Well, earlier you told me you did speak
10 to people at UAIC twice; is that correct?

11 A. Twice, yes, I did.

12 Q. Okay. And you never mentioned to me that
13 there were other attempts, when I asked you, when
14 you tried to call UAIC; is that right?

15 MR. SAMPSON: I'm going to object to the
16 form of the question. It misstates the testimony in
17 the case. You didn't ask him if he ever tried to
18 call. You asked him who he spoke with and he
19 answered.

20 BY MR. DOUGLAS:

21 Q. You can still answer.

22 A. I never spoke to anybody else.

23 Q. Okay. Did you try to call U.S. Auto to
24 get this straightened out?

25 A. No.

1 Q. Why not?

2 A. They were just a broker.

3 Q. So you never thought, you know, "Hey,
4 maybe I could call them and they could help me
5 figure this out"?

6 A. No, I never thought that. They were a
7 broker.

8 Q. Well, how did it make you feel, then,
9 that your insurance company was saying they weren't
10 going to cover you?

11 MR. SAMPSON: I'll object. Ask and
12 answered.

13 But you can answer again.

14 THE WITNESS: How did I feel? I felt
15 horrible after all of this shit had happened.

16 BY MR. DOUGLAS:

17 Q. Right. I mean, because your friend's --
18 your friend's daughter was hurt; right?

19 A. Yes.

20 Q. Okay. And so you were concerned about
21 her welfare; right?

22 A. (Witness nods head.)

23 Q. Is that a "yes"?

24 A. Yes.

25 Q. Okay. And so you wanted -- you wanted to

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1 make sure you had coverage to help her.

2 Is that fair?

3 MR. SAMPSON: I'll object to the form of
4 question.

5 THE WITNESS: Yes and yes.

6 BY MR. DOUGLAS:

7 Q. Okay. But yet you never called anyone at
8 your agency to try and find out why there was a
9 problem with your coverage?

10 A. They called and told me that I was not
11 covered.

12 Q. Okay. Did you think that was fair?

13 A. No.

14 Q. Okay. Did you continue to be insured
15 with them afterwards?

16 A. Yes, I did.

17 Q. Okay. Why?

18 A. I felt that everything would come out all
19 right, that everything would be worked out. I fully
20 felt that I was fully covered when I had the
21 accident, that everything would get worked out.
22 That even after the lawsuit against me, UAIC would
23 see where I was coming from and I would be covered.

24 Q. Okay. So you agree with me you continued
25 to renew policies with them through 2008.

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1 Is that -- is that fair?

2 A. Yes.

3 Q. And this was even though you didn't
4 understand why they weren't covering you for your
5 accident with Cheyanne; is that right?

6 A. Yes.

7 Q. When was the first time you spoke with
8 counsel for the Nalders?

9 A. I don't recall -- I don't recall the
10 date. I don't recall the date.

11 Q. How soon after the accident?

12 MR. SAMPSON: I'll object to form.

13 THE WITNESS: Weeks after.

14 BY MR. DOUGLAS:

15 Q. And what did Counsel tell you at that
16 point?

17 A. I don't think he told me anything. I
18 went in there and showed him that I was covered.

19 Q. Okay. Anything else?

20 A. I was not in the right state of mind
21 during the conversation, I'll tell you that right
22 now.

23 Q. Okay.

24 A. I don't remember the exact discussion.

25 Q. Okay.

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1 A. I knew that there was just -- yeah, I
2 don't remember.

3 Q. You don't remember?

4 A. I don't remember the exact depth of our
5 conversation. I know that I went in there and
6 expressed to him that I was covered.

7 Q. Did he tell you to do anything?

8 A. No, not that I recall.

9 Q. Did he -- do you recall anything that he
10 told you?

11 MR. SAMPSON: I'll object to the form.
12 It's been asked and answered.

13 THE WITNESS: No.

14 BY MR. DOUGLAS:

15 Q. Okay. Who told you to contact and --
16 strike that.

17 Did you talk to Mr. Sampson?

18 A. Yes.

19 Q. And who told you to contact Mr. Sampson?

20 A. Mr. Nalder.

21 Q. Okay. Did Mr. Sampson explain that he
22 was representing the Nalders and that they had a
23 claim against you?

24 A. Mr. Nalder is the one who expressed that.

25 Q. Okay. And he asked you to call his

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1 attorney?

2 A. Yes.

3 Q. And you did that?

4 A. Yes.

5 Q. And you went in and met him?

6 A. I went in and met him, yes.

7 Q. Okay.

8 MR. DOUGLAS: Let's go and mark this as
9 Exhibit 11.

10 (Whereupon, Exhibit No. 11 was
11 marked for identification.)

12 BY MR. DOUGLAS:

13 Q. And after your counsel has had a chance
14 to look at them, I'm showing you what we've marked
15 as Exhibit 11, and I'm going to ask you if you've
16 ever seen that before.

17 A. Is this -- what is this?

18 Q. That's what I'm asking you. Have you
19 ever seen it before?

20 A. I don't recall seeing this, no. My
21 signature is on it. I mean, what is this?

22 Q. Well, I'll proffer to you that that's the
23 complaint that was filed by the Nalders against you
24 in the underlying case.

25 A. I was aware of that. I was aware of

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1 that.

2 Q. You were aware of the case?

3 A. I was aware of the case, yes.

4 Q. Were you ever aware of that complaint?

5 A. That I was being sued; right?

6 Q. Did you ever get served with a copy of
7 that?

8 A. Yes, I believe I did, but I don't
9 remember this document exactly.

10 Q. Okay. And that's -- that's fine. I'm
11 just asking you if you remember being served in that
12 case by a processor --

13 A. Yes, I was.

14 Q. You were?

15 A. Yes.

16 Q. Okay. And what did you do after you were
17 served with that paper?

18 MR. SAMPSON: I'll object to the form.

19 THE WITNESS: I didn't do nothing.

20 BY MR. DOUGLAS:

21 Q. No? Did you send it to UAIC?

22 A. No.

23 Q. Did you notify UAIC at all that you had
24 been served in that action?

25 A. No.

1 Q. Were you continuing to speak with
2 Mr. Sampson during this time?

3 A. I don't recall. I -- at the time of
4 this, I don't recall speaking with him again. I
5 don't recall, no.

6 Q. When was the next time you spoke to him
7 after that first conversation?

8 MR. SAMPSON: And I'll just object to the
9 form.

10 Well, I guess, if you're -- if you're
11 only going to talk about time frames, then go ahead
12 and answer the question. But if the next time you
13 spoke was when I was your counsel, I don't want you
14 to say anything other than this was the time I spoke
15 with him, not give any content.

16 Do you understand?

17 THE WITNESS: No. I'm confused right
18 now.

19 BY MR. DOUGLAS:

20 Q. I want to know if you remember the next
21 time you spoke with Mr. Sampson after that first
22 conversation we just talked about. That's all I
23 want to know right now is if you remember when.

24 A. The next time I spoke to him was when I
25 spoke to him about being my attorney.

1 Q. Okay. So you had no contact with him
2 between that first conversation and when he --
3 you -- he was going to be your attorney?

4 A. No.

5 Q. Can I ask you, did he contact you about
6 being your attorney or did you contact him?

7 A. I contacted him.

8 Q. Okay. Do you remember when that was?

9 MR. SAMPSON: You can go ahead and answer
10 as to when, if you recall.

11 THE WITNESS: I do not recall the date,
12 no.

13 BY MR. DOUGLAS:

14 Q. Okay.

15 A. It was after all this paperwork, though.

16 Q. Okay. Can I ask you, was it last year?

17 A. It could have been before then.

18 Q. Okay. But you just don't know?

19 A. No, I don't. I don't remember the date.

20 Q. Okay. Was it after the judgment was
21 entered against you?

22 A. Yes.

23 Q. How did you -- did you find out about
24 that judgment, by the way?

25 A. Yeah. I got it in the mail.

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1 Q. Okay. Who sent it to you?

2 A. I don't know who sent it. I got it in
3 the mail. I would assume the courts.

4 Q. Okay. And did you contact Mr. Sampson
5 sometime after that?

6 A. That's when I contacted him. I -- first
7 I contacted Mr. Nalder.

8 Q. Okay. What did you -- what did you tell
9 Mr. Nalder?

10 A. "What's up with this?"

11 Q. Okay.

12 A. Then I got in contact with Mr. Sampson.

13 Q. Okay. And did Mr. Sampson offer to be
14 your attorney?

15 MR. SAMPSON: I'm going to object to the
16 form of the question, and I'm instructing him not to
17 answer to the extent it would reveal attorney/client
18 privilege, which I don't see how it couldn't.

19 So I'm instructing you not to answer the
20 question, any communication between you and I.

21 MR. DOUGLAS: Okay. Let the record
22 reflect the counsel has instructed his witness not
23 to answer.

24 BY MR. DOUGLAS:

25 Q. Did Mr. Sampson offer you any personal

1 stake in this lawsuit to represent you?

2 A. No.

3 MR. SAMPSON: Object to the form of the
4 question.

5 Don't answer the question.
6 Attorney/client privilege.

7 MR. DOUGLAS: Again, let the record
8 reflect that the counsel has instructed his client
9 not to answer.

10 MR. SAMPSON: What did you and UAIC talk
11 about yesterday?

12 MR. DOUGLAS: I'm sorry, did you say
13 something?

14 MR. SAMPSON: I did.

15 MR. DOUGLAS: Oh, okay. I'm sorry, I
16 guess I missed it.

17 MR. SAMPSON: Do you want me to say it
18 again?

19 MR. DOUGLAS: Sure.

20 MR. SAMPSON: What did you and UAIC talk
21 about yesterday?

22 MR. DOUGLAS: Okay.

23 MR. SAMPSON: Would you like to talk to
24 us about what you and your clients talk about?

25 MR. DOUGLAS: Okay.

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1 MR. SAMPSON: I'm just trying to explain
2 the privilege to you because apparently you don't
3 seem to understand it.

4 MR. DOUGLAS: Are you done, Counsel?
5 Again --

6 MR. SAMPSON: Not in the least. Not in
7 the least. If you would like to ask your
8 question --

9 MR. DOUGLAS: I've given you some leeway
10 with your speaking objections and your comments --

11 MR. SAMPSON: There's a pause, and I want
12 to explain the attorney/client privilege to you --

13 MR. DOUGLAS: You're just delaying the
14 deposition.

15 MR. SAMPSON: No, I'm not.

16 MR. DOUGLAS: You are.

17 MR. SAMPSON: I'm trying to expedite it.
18 You could have stated three questions just now if
19 you educated yourself on the attorney/client
20 privilege. You are not going to ask any
21 questions about what was talked about --

22 MR. DOUGLAS: I can ask him. If you want
23 to instruct him not to answer, that's fine.

24 MR. SAMPSON: It's inappropriate. It's
25 completely inappropriate.

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1 MR. DOUGLAS: Okay. Well, we can
2 disagree.

3 Why don't we go ahead and mark this. I
4 guess we are on Exhibit 12.

5 (Whereupon, Exhibit No. 12 was
6 marked for identification.)

7 BY MR. DOUGLAS:

8 Q. I'm showing your counsel what we're
9 marking as Exhibit 12 for identification. I'll ask
10 you if you've ever seen this before.

11 A. Yes, I have.

12 Q. And can you tell me what that is?

13 A. It's an assignment of monies that was
14 against me, a judgment against me for -- a judgment
15 against me, and it's me.

16 Q. Okay. Did you sign that?

17 A. Yes, I did.

18 Q. Can you tell me the date you signed it?

19 A. On the 28th of February.

20 Q. Of this year?

21 A. 2010.

22 Q. Okay. And when you signed that, was that
23 the first time you spoke to Mr. Sampson since the
24 time of the judgment that was entered against you?

25 A. No. I believe -- I believe this was

1 around the time when I started to speak to Dave.

2 I --

3 MR. SAMPSON: I'm not going to answer the
4 question. He just wants to know if when you signed
5 this, was it around the time you and I first spoke.

6 Do you recall?

7 THE WITNESS: Yes, it is. Yes, yes.

8 BY MR. DOUGLAS:

9 Q. Okay. Okay. Do you -- did you have an
10 attorney represent you to sign that assignment?

11 A. I believe it was Dave.

12 Q. No other attorney?

13 A. No.

14 Q. Can you see the first line that says "for
15 value received"?

16 A. Yes.

17 Q. Do you have any understanding as to what
18 that "value you received" was?

19 A. I don't understand the question.

20 Q. Okay. Did Mr. Sampson give you anything
21 in return for giving him that assign -- that you
22 giving him that assignment?

23 MR. SAMPSON: He wants to know if I
24 personally gave you anything.

25 THE WITNESS: No. Dave never gave me

1 anything.

2 BY MR. DOUGLAS:

3 Q. Now, that wasn't my question. I didn't
4 ask if he personally gave you anything, which --

5 A. Dave has not given me anything.

6 MR. SAMPSON: The question was did
7 Mr. Sampson give you anything?

8 BY MR. DOUGLAS:

9 Q. Right. Did he give you a covenant not to
10 execute on that judgment against you?

11 A. I don't know what you mean by that.
12 What's covenant to execute? What does that mean?

13 Q. Well, normally -- and I'll just tell you
14 this -- normally when plaintiffs' attorneys have a
15 defendant sign an assignment like that, they
16 normally release them from the judgment so that they
17 can't still go after you later if they are
18 unsuccessful.

19 And I'm asking if Mr. Sampson did that
20 for you here?

21 A. No. I'm under the impression that
22 Cheyanne Nalder and her father are still in pursuit
23 of me personally. Personally, I mean if --

24 Q. That's your understanding?

25 A. If the insurance company does not support

1 me in my claim, then they're still going to go after
2 me.

3 Q. And you understand Mr. Sampson represents
4 the Nalders; right?

5 A. Which I asked him to represent me as
6 well.

7 Q. Okay. Okay. So -- and I just want to
8 make clear. So you don't know for what "for value
9 received" means in that assignment.

10 Is that fair?

11 MR. SAMPSON: I'm going to object to the
12 form of the question. He hasn't said that in the
13 least. That completely misstates his testimony.

14 THE WITNESS: Value received means -- no,
15 I understand it. It means that the three and a half
16 million dollars judgment.

17 BY MR. DOUGLAS:

18 Q. That's what you think it means?

19 A. That if I win this money, it goes to
20 Cheyanne.

21 Q. If you win this money, is that what you
22 think?

23 A. No. This is against me, the three and a
24 half million is against me.

25 Q. Right. But you --

1 A. But if I -- if I don't -- I owe it, no
2 matter what.

3 Q. Okay. Well, so I just want to know
4 what -- to you, what does "for value received" mean
5 on that document?

6 MR. SAMPSON: I'll object to the extent
7 that he's already responded to it.

8 You can go ahead.

9 THE WITNESS: It means that I owe
10 Cheyanne Nalder three and a half million dollars for
11 a judgment that was against me.

12 BY MR. DOUGLAS:

13 Q. Okay. So -- and just to be clear -- and
14 I'm sorry if I asked this already -- did Mr. Sampson
15 or his office offer you anything in return for
16 signing that assignment?

17 MR. SAMPSON: I'll object to form.

18 THE WITNESS: No.

19 BY MR. DOUGLAS:

20 Q. No? Is that your answer?

21 A. No.

22 Q. Okay. All right. And --

23 A. You asked me did Mr. Sampson --

24 MR. SAMPSON: Right.

25 THE WITNESS: -- ever promise me anything

1 or offer me anything; correct?

2 BY MR. DOUGLAS:

3 Q. Mr. Sampson, his firm, or the Nalders.

4 MR. SAMPSON: Now, that's a whole
5 different question.

6 THE WITNESS: Now, the Nalders -- no.
7 Mr. Sampson and his office never promised me
8 anything.

9 BY MR. DOUGLAS:

10 Q. Okay. Have the Nalders ever promised you
11 anything?

12 A. Yes.

13 Q. What have they promised you?

14 A. That's between me and them, isn't it?

15 Q. No. I'm sorry, sir, you're going to --
16 if you could, we'd like you to answer.

17 MR. SAMPSON: If it's something they
18 promised you in exchange for signing the assignment
19 and what it is they said they would do, that's
20 perfectly discoverable.

21 BY MR. DOUGLAS:

22 Q. Have the Nalders promised you anything,
23 sir?

24 A. I'm not understanding the question
25 exactly.

1 Q. You just told me -- I asked you before if
2 anyone, the Nalders or Mr. Sampson or his office
3 promised you anything, and originally you said no.
4 But when I included the Nalders you said, Oh, that's
5 a different question. They did promise me
6 something.

7 Well, now I'm asking you what that is.
8 What did the Nalders promise you?

9 A. The Nalders had promised to help me in
10 the case against my insurance company --

11 Q. Okay.

12 A. -- but they will continue to go after me
13 for the three and a half million dollars.

14 Q. Okay. And just to be clear, I think you
15 already answered this, but around this time in
16 February 2010 is when you first spoke to Mr. Sampson
17 again about representing you?

18 MR. SAMPSON: I'll object to the form.

19 THE WITNESS: Somewhere around that time,
20 yes.

21 BY MR. DOUGLAS:

22 Q. Is that correct?

23 A. Yes.

24 Q. Okay.

25 MR. SAMPSON: Object to the form again.

1 BY MR. DOUGLAS:

2 Q. And you hadn't spoken to him since right
3 after the accident, that other conversation we
4 talked about; is that true?

5 A. Correct.

6 Q. Thank you.

7 A. Can I take a bathroom break again?

8 Q. Sure.

9 THE VIDEOGRAPHER: We are going off the
10 record at 3:47 p.m.

11 (Off the record.)

12 THE VIDEOGRAPHER: This is the beginning
13 of Videotape No. 4 in the continuing deposition of
14 Gary Lewis. We are back on the record at 3:55 p.m.

15 BY MR. DOUGLAS:

16 Q. And now let the record reflect that we
17 took another eight minute or so break, and you had a
18 chance to talk with your attorney again; is that
19 correct?

20 A. Yes.

21 Q. Do you remember -- just to get back to, I
22 think, that July 10th payment we were talking about.

23 Do you remember if you paid with a money
24 order?

25 A. Yes.

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1 Q. Would that have been from the Circle K?

2 A. Yes.

3 Q. Sir -- and to hopefully move things along
4 quicker -- before, you know, we were going through
5 the declarations pages that I know you said you
6 hadn't seen and the renewal statements that you had
7 gotten; is that correct?

8 A. Yes.

9 Q. And also, you said these -- you were
10 familiar with the receipts of payment.

11 You agree with me that after -- after
12 this accident and what happened in July, you
13 continued to be insured with United Auto?

14 Is that fair?

15 A. Yes.

16 Q. And then you continued, I think, through
17 the spring of 2008 -- actually, the summer of 2008.

18 Does that sound about right?

19 A. Yes.

20 Q. Okay. Would you agree with me so we
21 don't have to go through each and every one of them,
22 would you agree with me that, let's say, out of the
23 next, you know, ten renewal notices through the
24 summer of 2008, would you agree with me that perhaps
25 on more than half of them you didn't pay prior to

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1 the due date that was listed?

2 MR. SAMPSON: I'll object to the form.

3 THE WITNESS: Repeat that to me again.

4 BY MR. DOUGLAS:

5 Q. Sure. Sure. So we've already talked
6 about July 2007; right?

7 A. Yes.

8 Q. From August 2007, to say, August 2008 --
9 that's, say, 12 renewal notices you would have
10 gotten.

11 Is that fair?

12 A. Okay.

13 Q. Okay. And would it be fair, would you
14 agree with me that on perhaps more than half of
15 those, so more than six, over those next 12 months,
16 you paid that premium after the due date that was
17 listed?

18 Would you agree with that?

19 MR. SAMPSON: I'll object to the form.

20 THE WITNESS: Yes.

21 BY MR. DOUGLAS:

22 Q. And -- and I understand what you said
23 before about what you thought it meant and -- but
24 I'm just talking about the due date that was listed.

25 A. Yes.

1 Q. Okay. So that saves us some time, so
2 thank you.

3 Can I ask you, just to get back to what
4 you thought the renewal notice meant, you told me
5 that you believed your policy was a year-long
6 policy; is that right?

7 A. Yes.

8 Q. Did you -- do you have any concern over
9 why the statements were called renewal statements
10 that you got each month?

11 A. Did I ever give it any -- say that again.

12 Q. Yeah. Did it ever give you any concern?

13 A. A renewal? No.

14 Q. Well, I mean, what would you be renewing
15 if you had a year-long policy?

16 MR. SAMPSON: I'll object to the form.
17 Calls for a legal conclusion.

18 THE WITNESS: I was under the impression
19 I was making my monthly payment.

20 BY MR. DOUGLAS:

21 Q. Okay. So the fact that it said renewal
22 statement, you didn't give that any thought?

23 A. No. It was a new statement. It was my
24 new -- my new monthly statement that I was aware
25 that I would get every month.

1 Q. Okay. And the fact even that you talked
2 about the expiration date, the expiration dates
3 weren't for a year out, were they?

4 A. They were on the first page I got, the
5 first paper I got. I believe that when I went down
6 there to the U.S. Auto, they gave me my paperwork
7 and told me I had a year coverage.

8 Q. Okay. Do you still have that paperwork?

9 A. I believe I've seen it.

10 Yeah, I believe it's all my paperwork
11 that we have together, Dave, is it not?

12 Q. I'm asking you.

13 A. I -- yes.

14 MR. SAMPSON: It is your testimony.

15 BY MR. DOUGLAS:

16 Q. Do you still have it?

17 A. Yes, yes, I do.

18 Q. Okay. Is that something you provided
19 your attorney, or is that something that --

20 A. Yes.

21 Q. -- he showed you?

22 A. No. Yes.

23 Q. You provided it?

24 A. (Witness nods head.)

25 Q. Do you still have a copy of that -- those

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1 papers?

2 A. Yes.

3 Q. Okay.

4 A. I believe I do, yes.

5 Q. Where are they --

6 A. I believe I do.

7 Q. Where are they?

8 A. In a pile of all of my paperwork at home.

9 Q. Okay. Could you provide those to the

10 court reporter after -- after we're done today?

11 Copies of them?

12 A. I can go home and find them, yeah.

13 Q. Okay. Great. And you believe that those

14 papers, they told you had a year-long policy?

15 A. Yes. I had a one year -- from one --

16 yeah, it was one year, '07 to '08.

17 Q. And so it didn't bother you at all that

18 the renewal statements said "renewal" on them?

19 MR. SAMPSON: Object to the form.

20 And tell him for the fifth and hopefully

21 final time.

22 THE WITNESS: No.

23 BY MR. DOUGLAS:

24 Q. Okay. And I'll show you just what we'll

25 mark -- that we've marked as Exhibit 9 again. And

1 just take -- have you take a look at that for a
2 second.

3 And you've told me before that you
4 believed you had until the expiration date that is
5 listed in the top right corner to pay your premium;
6 is that right?

7 A. Correct.

8 Q. Okay. And what expiration date is listed
9 there?

10 A. July 31st.

11 Q. Of what year?

12 A. '07.

13 Q. When did you take out this policy?

14 A. In '07.

15 Q. I think we talked about the end of March
16 2007. Is that fair?

17 A. Okay.

18 Q. Yes?

19 A. Yes.

20 Q. Okay. So the policy should have been --
21 as you've said -- stated, a year term would have
22 been to March 2008; is that right?

23 A. That's correct.

24 Q. So why -- why did you believe the
25 expiration date listed there --

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1 A. Expiration --

2 MR. SAMPSON: Hold on. Wait for him to
3 ask a question.

4 BY MR. DOUGLAS:

5 Q. Why did you believe the expiration date
6 listed there was your due date?

7 MR. SAMPSON: I'll object to the form.
8 You can answer.

9 THE WITNESS: I felt that the expiration
10 date was the date that I had to make the payment to
11 avoid a lapse in coverage. That was the -- that was
12 like my grace period end. The expiration date would
13 have been my expiration of my -- of my grace period
14 to provide or to avoid the lapse in coverage.
15 BY MR. DOUGLAS:

16 Q. Okay. You've had insurance -- car
17 insurance before this policy; is that right?

18 A. Yes, sir.

19 Q. Okay. And normally, when you use
20 expiration date, we're talking about the end of your
21 policy period; is that right?

22 MR. SAMPSON: I'll object to the form.
23 Calls for legal conclusion.

24 BY MR. DOUGLAS:

25 Q. Is that fair?

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1 A. No.

2 Q. No? What does "expiration" mean to you?

3 MR. SAMPSON: I'll object to the form.

4 THE WITNESS: Answer?

5 MR. SAMPSON: Yeah, go ahead.

6 THE WITNESS: Expiration date means to me
7 that if I don't pay by this date, then my policy
8 will be canceled.

9 BY MR. DOUGLAS:

10 Q. Okay. So you didn't -- you didn't think
11 that, even though it says "effective date" above
12 that, you didn't --

13 A. I never really thought about my effective
14 date.

15 Q. No?

16 A. I knew my effective date was the day I
17 walked in there and got insurance.

18 Q. Okay. Well, is that the effective date
19 that's listed on the top of Exhibit 9?

20 A. Can I explain something?

21 MR. SAMPSON: Just first answer that
22 question.

23 THE WITNESS: What was the question
24 again?

25 BY MR. DOUGLAS:

1 Q. Yeah. Well, what is the expiration date
2 that's listed on the top of Exhibit 9?

3 A. Effective date is June 30th.

4 Q. Okay. Was that the day you walked in to
5 get your policy?

6 A. No, it is not.

7 Q. Okay. So -- but you thought it should
8 have been; right? Is that what you're telling me
9 now?

10 MR. SAMPSON: I'll object to the form.
11 Misstates testimony.

12 Go ahead and answer the question.

13 THE WITNESS: Ask me that again.

14 BY MR. DOUGLAS:

15 Q. Yeah, sure. You've just told me that you
16 thought that the effective date was the date that
17 you walked in and got your policy; is that right?

18 MR. SAMPSON: Same objection.

19 THE WITNESS: No.

20 BY MR. DOUGLAS:

21 Q. Okay. So what did that effective date
22 mean to you, then, on that -- on that renewal?

23 A. I never -- I never paid attention to the
24 effective date when I got these renewal statements.

25 Q. Okay. But you took the expiration date

1 to mean that was your payment due date?

2 A. That the expiration was the date that I
3 needed to make my payment to avoid a lapse in
4 coverage.

5 Q. So you didn't -- you didn't link that
6 expiration date with the effective date right above
7 it?

8 A. No. Whenever I got my bills, I needed to
9 know when I needed to make my payments by. That's
10 what to avoid the lapse in coverage, and that's how
11 I read it.

12 Q. So you just ignored the effective date?

13 MR. SAMPSON: I'll object to the form of
14 the question.

15 Tell him for the fifth time and last
16 time.

17 THE WITNESS: Yes. I did not pay
18 attention to the effective date.

19 BY MR. DOUGLAS:

20 Q. Okay. So you didn't realize that that
21 was telling you you were actually renewing your next
22 monthly policy term?

23 MR. SAMPSON: I'll object to form.
24 Misstates --

25 THE WITNESS: I did not pay attention to

1 the effective date.

2 BY MR. DOUGLAS:

3 Q. Okay. So we've talked about for all of
4 the months that you were -- these insurance renewal
5 notices with UAIC that we've talked about from March
6 of '07 to April of 2008, for all that time, even
7 after they told you weren't covered for the accident
8 with Cheyanne, you never noticed that it was a
9 monthly effective date and expiration date right
10 there on the renewal notice?

11 MR. SAMPSON: I'll object to the form.
12 Go ahead and answer again.

13 THE WITNESS: Umm.

14 MR. SAMPSON: Just humor him and answer
15 again.

16 THE WITNESS: I never paid attention to
17 the effective date.

18 BY MR. DOUGLAS:

19 Q. All right. Have you ever been convicted
20 of any felonies, sir?

21 A. Yes, sir, I have.

22 Q. How many?

23 A. I don't recall the exact number. I think
24 it was five -- five or seven.

25 Q. Five or seven?

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1 A. Five or seven. It was all in one case,
2 one case.

3 Q. And what was that in relation to?

4 A. It's felony forgery.

5 Q. Anything else?

6 A. A felony forgery carried a couple
7 convictions as well as grand theft, you know, \$500.

8 Q. How many counts of -- for forgery were
9 there?

10 A. I believe it was three. I cannot recall
11 the exact number.

12 Q. What was the -- what was the charge?

13 A. Felony forgery was the -- was the initial
14 charge, felony forgery.

15 Q. Were you --

16 A. Grand theft.

17 Q. -- convicted of that?

18 A. Yes, I was.

19 Q. And what were you convicted of forging?

20 A. Forgery of checks.

21 Q. For what, do you know? Do you remember?

22 A. For what, what do you mean?

23 Q. What kind of checks?

24 A. Fraudulent checks.

25 Q. Okay.

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1 A. I wrote bad checks.

2 Q. Anything else?

3 MR. SAMPSON: I'll object to the form.

4 THE WITNESS: Those are the only felonies
5 on my record.

6 BY MR. DOUGLAS:

7 Q. Okay. Are there other felonies you've
8 been charged with?

9 MR. SAMPSON: I'll object to the form and
10 instruct the witness not to answer. It's not
11 discoverable.

12 MR. DOUGLAS: So you're instructing the
13 witness not to answer that question?

14 MR. SAMPSON: Would you read my -- what I
15 just said back, please.

16 (The court reporter read the requested
17 portion of the record pursuant to
18 Counsel's request.)

19 MR. DOUGLAS: Okay. Let the record
20 reflect that the counsel has instructed his client
21 not to answer that question.

22 BY MR. DOUGLAS:

23 Q. Sir, have you ever been convicted of any
24 other crimes involving fraud or dishonesty?

25 MR. SAMPSON: I'll object to the form.

1 You can answer that.

2 THE WITNESS: No.

3 BY MR. DOUGLAS:

4 Q. When did that occur, that felony
5 conviction?

6 A. God, here you go with your dates again.

7 Q. I understand, but, you know --

8 A. It was so many years ago.

9 Q. Okay.

10 A. '98; '97, '98, somewhere around there.

11 Q. Okay. And again, I know dates sometimes
12 everybody -- memories fade. We're just looking
13 for --

14 A. Which dates I'll tell you --

15 Q. -- what you remember --

16 A. -- when I -- when I -- when I was charged
17 with the dates and then when my conviction was, I
18 believe it was like four years later because I had
19 probation to go ahead and complete before the
20 conviction actually went through. So technically
21 speaking, I don't know the exact dates.

22 Q. Okay.

23 A. But I do not hide the fact that I made
24 mistakes when I was younger, and I did -- did some
25 stupid stuff.

1 Q. Okay. And I appreciate that, and I'm
2 not -- I wasn't -- I wasn't trying to say anything.
3 I was just -- to the best to your knowledge, what
4 you remembered.

5 A. Yep.

6 Q. Fair enough?

7 A. Long time, yeah.

8 Q. Okay. All right. Now, I don't think I
9 asked you, what's your highest level of education,
10 sir?

11 A. High school grad, 12, 12th.

12 Q. Okay. And do you work?

13 A. Yes.

14 Q. What do you do?

15 A. Plumber.

16 Q. How long have you been doing that?

17 A. Nine years.

18 Q. All right. Are you currently in a union
19 or --

20 A. Several.

21 Q. Are you currently working?

22 A. Very minimal, yes.

23 Q. Were you working back in July of '07?

24 A. July of '07. No. I can't believe --
25 wait. No, I don't think I was.

1 Q. Okay. How were you making money then,
2 back then?

3 A. Because my girlfriend was supporting me.

4 Q. Girlfriend was?

5 A. Yeah.

6 Q. Okay. Are you in debt?

7 A. Oh, yeah.

8 Q. Were you in debt back then?

9 MR. SAMPSON: Object to the form.

10 BY MR. DOUGLAS:

11 Q. In July --

12 A. No less than I am now.

13 Q. Okay. Fair enough. Have you ever
14 declared bankruptcy?

15 A. Yes, I have.

16 Q. How many times?

17 A. Well, that I don't know how -- I don't
18 know how to answer this question. I filed a
19 Chapter 7 years ago.

20 Q. Okay.

21 A. That one was completed. I started a
22 Chapter 13 in Nevada --

23 Q. Okay.

24 A. -- to save my home. That fell through.
25 I didn't complete it because I was upsidedown on my

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1 house. It wasn't worth trying to save. I couldn't
2 afford it. So that Chapter 13 I did file for never
3 went through.

4 Q. Okay. Okay. So you filed twice but only
5 one bankruptcy was completed?

6 A. Was completed, yes.

7 Q. Okay. Fair enough. When was the
8 Chapter 13 here in Nevada?

9 A. You could probably tell me better than I
10 could. Can I ask my counselor for that answer?

11 MR. SAMPSON: If you don't know, just
12 tell him.

13 THE WITNESS: I don't know the exact
14 date.

15 BY MR. DOUGLAS:

16 Q. Okay.

17 A. It was before I moved home -- back home
18 to Nevada -- California.

19 MR. SAMPSON: We've had nothing but
20 trouble with dates.

21 MR. DOUGLAS: Fair enough.

22 BY MR. DOUGLAS:

23 Q. So you haven't made any large purchases
24 or anything lately?

25 A. Oh, no.

1 Q. So were you aware that your policy had
2 expired with UAIC on June 30th, 2007 when no payment
3 was received?

4 MR. SAMPSON: Object to the form of the
5 question.

6 THE WITNESS: No, I was not aware.

7 BY MR. DOUGLAS:

8 Q. Okay. So you didn't find that out until
9 you said UAIC called you a couple weeks after the
10 accident?

11 MR. SAMPSON: Object to the form of the
12 question.

13 BY MR. DOUGLAS:

14 Q. Is that right?

15 A. Yes.

16 Q. Do you ever -- when you called UAIC the
17 first time, you said, to make a claim, do you recall
18 telling the person you spoke to that the girl was
19 all right or something, words to that effect?

20 A. Nothing. But see -- repeat that to me
21 again.

22 Q. Sure. Do you remember -- do you remember
23 saying that to the person at UAIC?

24 A. That she was all right?

25 Q. Yeah.

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1 A. Never. Never, because she was not.

2 Q. Well, we know that. But -- but that's
3 why I'm asking you if you ever said that?

4 A. I never, never said that, never.

5 Q. Okay. When you met with plaintiffs'
6 counsel shortly after the accident, did they ask you
7 if you had coverage?

8 A. Yes.

9 Q. Did they tell you to check your coverage
10 at all?

11 A. I brought in all the paperwork showing
12 that I was covered. When I did speak with them, I
13 brought in all my paperwork.

14 Q. Okay. Did they tell you that -- did they
15 discuss with you that UAIC was saying that you
16 didn't have coverage for the loss?

17 A. Yes.

18 Q. And did they tell you to do anything in
19 regards to that?

20 A. No.

21 Q. Do you know if James Nalder still resides
22 here in Nevada?

23 A. As far as I know, yes, he does.

24 Q. He does?

25 A. (Witness nods head.)

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1 Q. At the time did he reside in Las Vegas
2 too?

3 A. Yes.

4 MR. SAMPSON: I'll object to the form.

5 BY MR. DOUGLAS:

6 Q. How far --

7 MR. SAMPSON: What was your answer?

8 Sorry.

9 BY MR. DOUGLAS:

10 Q. How far --

11 THE WITNESS: Yes.

12 MR. SAMPSON: Okay.

13 BY MR. DOUGLAS:

14 Q. How far did you guys live from each other
15 back -- back in 2007 when you were both here?

16 MR. SAMPSON: I'll object to the form.

17 THE WITNESS: Miles wise?

18 BY MR. DOUGLAS:

19 Q. Sure.

20 A. Approximately 15, 20 miles.

21 Q. Oh, okay. So you guys weren't neighbors
22 or anything?

23 A. No, no, no.

24 Q. Oh, okay. When you got a copy of the
25 default judgment that we spoke about before, did you

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1 call United Auto at that point and let them know?

2 A. No.

3 Q. Have you received any money at all from
4 this lawsuit?

5 A. No.

6 Q. Have you ever been married?

7 A. Yes.

8 Q. When were you married? Roughly. Give us
9 a rough date.

10 A. Yeah, yeah, yeah, I can remember that.
11 1992 is when I got married.

12 Q. 1992, okay.

13 A. Actually, wait -- strike that. '93 is
14 when I got married. Divorced in '97, I believe it
15 was.

16 Q. Okay. All right. Are you still -- are
17 you still dating Kristen Scott?

18 A. Yes.

19 Q. Where -- and you said she resides in
20 San Diego?

21 A. That's correct.

22 Q. Do you know her address?

23 A. No.

24 Q. Could you provide it if asked?

25 MR. SAMPSON: It's in the disclosures.

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1 MR. DOUGLAS: Okay.

2 MR. SAMPSON: So yes, we can provide it
3 again if you need us to.

4 MR. DOUGLAS: Okay. Just give me a
5 second here to go over my notes.

6 MR. SAMPSON: I have some follow-up if
7 that will help.

8 MR. DOUGLAS: I -- just give me one
9 second. Certainly.

10 BY MR. DOUGLAS:

11 Q. Is there any particular reason that you
12 went in to pay the July premium right after the
13 accident?

14 A. Yeah, because I had money.

15 Q. Okay. Did anyone tell you to go make the
16 payment?

17 A. No.

18 Q. You weren't concerned that you didn't
19 have coverage?

20 A. No.

21 Q. Okay. In terms of your statement
22 regarding your understanding of the renewal notices,
23 it that something you came to on your own, or did
24 somebody else tell you that?

25 A. It's what I read. That's how I read it.

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1 Q. Okay. I just -- I don't know if I asked
2 this: Did you ever report this claim to your agent
3 U.S. Auto?

4 A. No.

5 MR. DOUGLAS: I'm sorry, Counsel, I think
6 you said you had some.

7 MR. SAMPSON: I do have some, I do. Do
8 you pass the witness at this point?

9 MR. DOUGLAS: I do.

10 MR. SAMPSON: Great, thank you.

11 **EXAMINATION**

12 BY MR. SAMPSON:

13 Q. I want to go over something we covered
14 here just at the very end. Counsel had asked you
15 something along the lines of when did you first
16 learn you weren't covered, and you said that was
17 when UAIC advised you sometime in July when you made
18 the claim. They called you a few days after that.

19 A. And told me that I wasn't covered, yes.

20 Q. Right. At this point in time, is it your
21 position that you were covered for the accident
22 involving Cheyanne Nalder?

23 MR. DOUGLAS: Objection; leading.

24 THE WITNESS: I don't understand --

25 MR. DOUGLAS: Objection; leading.

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1 MR. SAMPSON: Can I see a copy of the
2 deposition notice, please.

3 Thank you.

4 BY MR. SAMPSON:

5 Q. Is it -- at this point in time, is it
6 your position that you were covered with insurance
7 when Cheyanne was injured?

8 A. Well, yeah -- yes -- no. No.

9 MR. DOUGLAS: Same objection; leading.

10 THE WITNESS: I --

11 BY MR. SAMPSON:

12 Q. And the point is earlier when you were
13 asked questions about when did you first find out
14 you weren't covered and you say, "Well, it was in
15 June," I mean, someone might later say, "Aha, you
16 admit you weren't covered." But that's when you
17 first learned it was UAIC's position you weren't
18 covered?

19 A. Correct.

20 MR. DOUGLAS: Objection; leading.

21 BY MR. SAMPSON

22 Q. And at no point -- well, at any point in
23 time have you ever taken the position that you did
24 not have coverage?

25 A. No. I was always covered.

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1 Q. All right. And that remains your
2 position even now; correct?

3 A. Yes.

4 MR. DOUGLAS: Objection; leading.

5 BY MR. SAMPSON:

6 Q. All right. You had talked about --
7 Well, let's just go ahead and take --
8 what are we up to on exhibits?

9 THE REPORTER: 13, now.

10 MR. SAMPSON: Mark this as lucky No. 13,
11 then.

12 MR. DOUGLAS: Well, I think we can mark
13 it as Plaintiffs' -- Plaintiffs' A.

14 MR. SAMPSON: No. Plaintiffs are
15 supposed to be numbers. So we can mark it as
16 Plaintiffs' 1 or 13, whichever the court order
17 prefers.

18 THE REPORTER: 13, is that okay?

19 MR. DOUGLAS: 13 is fine.

20 MR. SAMPSON: Yeah.

21 (Whereupon, Exhibit No. 13 was
22 marked for identification.)

23 BY MR. SAMPSON:

24 Q. This is a renewal statement -- and let
25 me -- can I take a look at the exhibits, please?

1 MR. DOUGLAS: Sure.

2 BY MR. SAMPSON:

3 Q. I need to see which one I'm going to
4 need. This is a renewal statement that counsel from
5 UAIC did not show you.

6 MR. DOUGLAS: Yeah. I will just object
7 to the extent this is outside the scope of direct.

8 BY MR. SAMPSON:

9 Q. Do you see the effective date April 29th?
10 Do you see that up here in the corner?

11 A. I do see that.

12 Q. Exhibit No. -- it looks like
13 Exhibit No. 3, and I understand this is a
14 declarations page you've not -- you don't recall
15 seeing before today; correct?

16 A. Correct.

17 Q. Apparently, according to UAIC's records,
18 your policy in March would have expired on
19 April 29th.

20 Do you see that?

21 A. Correct.

22 Q. And so -- let me look at these
23 together -- the effective date of your new policy --

24 MR. DOUGLAS: I'm sorry, can I see that
25 exhibit?

1 MR. SAMPSON: Exhibit 3?

2 MR. DOUGLAS: No. The one you just
3 marked. I don't think I got a chance to see that
4 first.

5 MR. SAMPSON: You've seen it quite a lot,
6 actually.

7 MR. DOUGLAS: I just wanted to make
8 this -- I just wanted to see what you're showing
9 him.

10 MR. SAMPSON: By all means. It's the one
11 you intentionally kept from him. I got another copy
12 if you'd like to see it.

13 MR. DOUGLAS: Counsel, I would appreciate
14 if you could stop making these statements on the
15 record.

16 MR. SAMPSON: I went through every one of
17 them. Let me do this way. You went through every
18 renewal statement from March to July except this
19 one, oddly enough.

20 MR. DOUGLAS: Counsel, this is, again,
21 this is not appropriate during the deposition.

22 MR. SAMPSON: I would like to ask a
23 question if you're done looking at it.

24 MR. DOUGLAS: I'm not.

25 MR. SAMPSON: Get done and let's move on.

1 MR. DOUGLAS: Okay. Just give me a
2 second and stop talking.

3 MR. SAMPSON: You can't read it while I
4 talk? I have another copy if you'd like it. I can
5 make one for you.

6 BY MR. SAMPSON:

7 Q. All right. So let's go again. If we
8 look at Exhibit 13 and Exhibit 4, it appears,
9 according to UAIC, the expiration date on the prior
10 term was -- I'm sorry, I have the wrong --

11 A. There's 3.

12 Q. Right. The expiration date on the prior
13 term was April 29th of '07.

14 Do you see that?

15 A. Right here, coverage provided from --

16 Q. Right.

17 A. -- April to -- March 29th to April 29th.

18 Q. Right. So the effective date is
19 April 29th; correct?

20 A. Okay.

21 MR. DOUGLAS: Which exhibit are you
22 referring to, Counsel?

23 MR. SAMPSON: 13, Exhibit 13.

24 MR. DOUGLAS: Okay.

25 BY MR. SAMPSON:

1 Q. The effective date of Exhibit 13 is
2 April 29th; correct?

3 A. Yes.

4 Q. It says expiration date May 29th, '07;
5 correct?

6 A. Yes.

7 Q. And the box with all the stars around it
8 that Counsel has directed you to so many times,
9 what's that date?

10 A. 05/06/07.

11 Q. So that's after the effective date;
12 correct?

13 A. Correct.

14 Q. And it's after what UAIC considered to be
15 the expiration date of April 29th, '07; correct?

16 A. Yes.

17 Q. So in this document UAIC is telling you
18 you can make a payment after the expiration date of
19 what UAIC considered to be your prior policy and
20 after the effective date on this renewal statement
21 because you have up until, according to the starred
22 box, 05/06 of '07; is that correct?

23 A. Correct.

24 Q. And now, if we move into the paragraph,
25 and I think you testified previously, you got --

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1 there's a date in the starred box they want their
2 money by. If you don't make the payment, then
3 you've got a certain amount of time before they
4 lapse you?

5 A. Correct.

6 MR. DOUGLAS: Objection; leading.

7 BY MR. SAMPSON:

8 Q. And I think you likened that previously
9 to, I think you said the power company. If the
10 power company says they want their money by the 5th,
11 they're not going to cut your power off on the 6th.

12 Is that -- do you recall giving that
13 testimony?

14 MR. DOUGLAS: Objection; leading.

15 THE WITNESS: I recall.

16 BY MR. SAMPSON:

17 Q. All right. So we look here this next
18 paragraph, "To avoid a lapse in coverage, payment
19 must be made prior to expiration of your policy."

20 Did I read that much correctly?

21 A. That's -- yeah. That's what I read every
22 time I read these things.

23 Q. I think you said it was your
24 understanding when you receive these from UAIC, that
25 meant pay before the expiration date listed right on

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1 the same page --

2 A. Top right-hand corner.

3 Q. -- which in this case would be May 29th,
4 '07; correct?

5 MR. DOUGLAS: Objection; leading.

6 BY MR. SAMPSON:

7 Q. Do you see the word "expiration" anywhere
8 in this document other than up in the corner where
9 it references May 29th, '07, and in the body where
10 it mentions expiration of your policy?

11 A. No.

12 Q. Now, if UAIC were to claim that
13 expiration in the body of the paragraph meant
14 expiration of your prior policy, first of all, would
15 that be different than your understanding?

16 A. Say that again.

17 Q. Sure. Let me give you UAIC's position on
18 it. And I know it's difficult sometimes to track.
19 UAIC -- and I'll just proffer the person from UAIC
20 that testified on their behalf said expiration meant
21 April 29th, '07, the expiration of the policy --
22 what they claim was the policy for the month before.

23 Do you understand what I'm saying so far
24 in terms of what UAIC's position was?

25 A. Yes, yes.

1 Q. All right. Given that, this document
2 says expiration of your policy, which would,
3 according to apparently UAIC, was April 29th, '07.

4 Does it make any sense to you that the
5 box says -- the starred box on Exhibit 13 says
6 05/06/07?

7 A. No.

8 Q. And, of course, down here where it says,
9 "Pay my policy in full," do you see that?

10 A. Uh-huh.

11 Q. Is that a "yes"?

12 A. Yeah, I do see that, I'm sorry. Yes.

13 Q. It's all right. It's for the court
14 reporter.

15 When it says, "Pay my policy," you take
16 that to mean this upcoming renewal statement from
17 April to May?

18 A. Yes.

19 Q. And you would have already paid when
20 you -- this is -- this is dated -- when did this go
21 out? Invoice date April 26th, do you see that?

22 A. Yes.

23 Q. So on April 26th you would have already
24 paid for the month before; right?

25 A. Yes.

1 MR. DOUGLAS: Objection; leading.

2 BY MR. SAMPSON:

3 Q. So when they're talking about "my
4 policy," they're -- they wouldn't be asking you to
5 pay for the month before because you already paid
6 for it?

7 A. Yes.

8 MR. DOUGLAS: Objection; leading, and
9 it's vague, Counsel.

10 MR. SAMPSON: Fair enough. No, it's not
11 fair enough. It's an improper objection, but it's
12 noted.

13 BY MR. SAMPSON:

14 Q. So when they refer to "my policy" down
15 here, meaning this one that they say is up and
16 coming, April to May, and when they say expiration
17 date May 29, '07, was your understanding that
18 expiration date in the body of the text meant
19 May 29th, '07; is that correct?

20 A. That's correct.

21 MR. DOUGLAS: I think you've asked and
22 answered that several times, Counsel.

23 MR. SAMPSON: Is there an objection?

24 MR. DOUGLAS: Yeah, asked and answered --

25 MR. SAMPSON: Noted for the record, then.

1 BY MR. SAMPSON:

2 Q. You were asked did anyone -- well, let me
3 ask you this: When you went and made your
4 payments -- and I think Counsel showed you one time
5 there, the starred box said, Pay by the 29th and you
6 didn't pay until the 31st.

7 Do you recall seeing that?

8 A. Yes.

9 Q. When you went into U.S. Auto and made
10 that payment, did anyone there tell you, Hey, you're
11 late?

12 A. No. I never was ever told I was late,
13 never, ever.

14 Q. Did anyone -- did anyone from U.S. Auto
15 or from UAIC ever send you a letter saying, You were
16 late with a payment and so we lapsed you?

17 A. Never.

18 Q. Did anyone from UAIC or U.S. Auto in
19 these renewal statements or any other documents that
20 were sent ever tell you, If you don't pay it by the
21 date in the stars, you're going to lapse?

22 A. No.

23 Q. When you went in and made your payment at
24 U.S. Auto, if you paid after the effective date --
25 you already said no one had told you, Hey, you're

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1 lapsed -- did they ever tell you anything other than
2 We've renewed you?

3 MR. DOUGLAS: Objection; leading.

4 THE WITNESS: No.

5 BY MR. SAMPSON:

6 Q. I want to take a quick look at
7 Exhibit No. 12, the assignment.

8 First of all, do you know when this
9 current lawsuit was filed? And if you don't, you
10 can say. Do you know when the current lawsuit that
11 we're in right now was filed? It's you and the
12 Nalders against UAIC. Do you know --

13 A. No, I don't know the exact date, Dave,
14 no.

15 Q. In that complaint it indicates that
16 you're represented -- you are represented by
17 Christensen Law Offices, specifically myself.

18 MR. DOUGLAS: Objection; foundation.

19 THE WITNESS: Yes.

20 BY MR. SAMPSON:

21 Q. Was I your attorney when that lawsuit was
22 filed?

23 MR. DOUGLAS: Objection; legal
24 conclusion, lack of foundation.

25 THE WITNESS: Yes.

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1 BY MR. SAMPSON:

2 Q. All right. And I don't know why
3 Mr. Douglas had asked you multiple times when I was
4 your attorney, left and right, and didn't seem to
5 think it was a problem, but apparently now it is.

6 MR. DOUGLAS: Do you have a question,
7 Counsel?

8 MR. SAMPSON: Several, yeah. A lot for
9 you, actually, if you'd like to know what they are.

10 BY MR. SAMPSON:

11 Q. If this lawsuit was -- and -- well, let
12 me back up a second.

13 Is it safe to say you are not good with
14 dates? Is that safe to say?

15 A. I'm not. I apologize for that.

16 Q. That's fine. This assignment is dated
17 February of 2010 --

18 A. Yes.

19 Q. -- if the lawsuit was filed in the fall
20 of 2009, then would you agree that this assignment
21 would have been filed months after I became your
22 counsel?

23 A. Yes.

24 MR. DOUGLAS: Objection; leading and
25 foundation.

1 BY MR. SAMPSON:

2 Q. Has anyone -- has Cheyanne or Mr. Nalder
3 ever executed the judgment and ever garnished any of
4 your wages?

5 A. No.

6 Q. Do you anticipate Mr. Nalder or Cheyanne
7 ever garnishing your wages prior to this lawsuit
8 being resolved?

9 MR. DOUGLAS: Objection; calls for
10 speculation.

11 THE WITNESS: I don't -- I don't
12 understand the question. Say that again.

13 BY MR. SAMPSON:

14 Q. Let's -- and let me -- to make it a
15 little clearer and make it a little simpler, let's
16 say this lawsuit continues until this December.
17 Okay?

18 A. Okay.

19 Q. Would you anticipate the Nalders
20 garnishing your wages before this December when the
21 lawsuit --

22 A. No, no, no, no --

23 MR. DOUGLAS: Objection; calls for
24 speculation.

25 THE WITNESS: -- no. They said --

1 MR. SAMPSON: It actually doesn't, but
2 maybe he'll explain it --

3 THE WITNESS: My conversation with
4 Mr. Nalder was that as long as this is tied up, he
5 won't go after me for anything until there's resolve
6 on this.

7 BY MR. SAMPSON:

8 Q. So Mr. Nalder has agreed not to execute
9 on you until this current lawsuit is resolved?

10 A. Yes.

11 MR. DOUGLAS: Objection; leading,
12 Counsel.

13 MR. SAMPSON: I'm clarifying what he
14 said.

15 BY MR. SAMPSON:

16 Q. Is that your understanding as to part of
17 the value you received in this assignment when it
18 said "for value received"?

19 A. That is why --

20 MR. DOUGLAS: Objection; Counsel, leading
21 again.

22 THE WITNESS: Because of the
23 conversation, that's why this was given, yes.

24 BY MR. SAMPSON:

25 Q. Right. And I think previously when you

1 were asked what was the value you received, you said
2 something about the \$3.5 million judgment?

3 A. Right.

4 Q. Is that what --

5 A. Right, yes.

6 Q. -- that -- that no one is going to
7 execute on that until --

8 A. Until the lawsuit --

9 Q. -- the lawsuit is resolved?

10 A. Yes.

11 Q. And I think you said the other value you
12 received for this assignment is that the Nalders
13 would assist you in this lawsuit as well?

14 A. I did state that, yes.

15 MR. SAMPSON: Those are all the questions
16 I have.

17

18 **FURTHER EXAMINATION**

19 BY MR. DOUGLAS:

20 Q. Just a brief follow-up. Mr. -- you said
21 Mr. Nalder has agreed not to execute the judgment
22 against you?

23 MR. SAMPSON: I object to the form. It
24 misstates.

25 BY MR. DOUGLAS:

1 Q. Is that what -- is that what Counsel
2 asked you, and you said yes?

3 MR. SAMPSON: No, I'll object. That
4 completely misstates.

5 BY MR. DOUGLAS:

6 Q. You can answer.

7 MR. SAMPSON: That completely misstates
8 the testimony.

9 BY MR. DOUGLAS:

10 Q. You can answer. Yes or no? It's an easy
11 question. Did he -- did Mr. Nalder -- did
12 Mr. Nalder tell you he agreed not to execute the
13 judgment against you?

14 MR. SAMPSON: Ever at any point in time?
15 Object to the form --

16 THE WITNESS: Mr. Nalder --

17 MR. SAMPSON: -- misstates testimony.

18 MR. DOUGLAS: You can let -- he can
19 answer. You can stop.

20 MR. SAMPSON: No, I'm not going to stop
21 as long as you are going to try to mislead the
22 witness.

23 THE WITNESS: Mr. Nalder and I spoke, and
24 he said he will not go after me for any money until
25 this case is resolved.

1 BY MR. DOUGLAS:

2 Q. Okay. And before --

3 A. I'm under the impression that if this is
4 not resolved, he's going to come after me.

5 Q. Oh, okay. And did Mr. Nalder offer you
6 any kind of formal written agreement to this effect?

7 A. Formal written agreement, I -- I assume
8 that's what that was.

9 Q. Anything else other than the assignment?
10 Did he offer you any written agreement that said, "I
11 agree not to execute against Gary Lewis until this
12 case is over"?

13 A. He did not give me anything like that,
14 no.

15 Q. Okay. You didn't sign anything like
16 that?

17 A. (Shakes head.)

18 Q. Is that "no," you didn't?

19 A. No.

20 Q. Okay. Thank you. And I think we were
21 talking about some dates with the -- with the --
22 with the lawsuit and whatever, but -- but I asked
23 you -- I think several times you told me you talked
24 to Mr. Sampson right after the accident; is that
25 right?

1 A. That is correct.

2 Q. And then you told me you didn't speak to
3 him again until about the time of that assignment in
4 February of 2010?

5 MR. SAMPSON: I'll object. Misstates.

6 Is there a question?

7 BY MR. DOUGLAS:

8 Q. Is that your testimony?

9 MR. SAMPSON: I'll object. Misstates
10 testimony.

11 BY MR. DOUGLAS:

12 Q. You can answer.

13 A. I spoke to Dave a couple of times. And I
14 don't know the dates I spoke to him. I do know that
15 I did ask him to be my lawyer --

16 Q. Okay.

17 A. -- because I did not know what was going
18 on.

19 Q. Right. And I --

20 A. And I'm getting sent all these forms in
21 the mail, the judgments and all of this crap that I
22 just want to get rid of.

23 Q. And I understand that. All I want to
24 know is when I asked you -- no, and I do understand
25 that. All I want to know is when I asked you

1 before, I said when was the time that you -- you
2 asked him to be your attorney, and you told me it
3 was around the time of that assignment; is that
4 right?

5 MR. SAMPSON: I'll object. It misstates
6 testimony.

7 BY MR. DOUGLAS:

8 Q. Was that your answer that you gave me
9 before?

10 A. Yes. Yes. Yes, that was my answer.
11 Once again --

12 Q. Okay. So now --

13 A. Hold on. Wait. Let me answer that. I
14 will state I'm not good with dates. I can't tell
15 you what the hell happened in the middle of 2007 --

16 BY MR. DOUGLAS:

17 Q. Okay.

18 A. -- what happened at the end of 2007.

19 Q. I understand --

20 A. I have paper here in front of me --

21 Q. I understand that, but --

22 A. -- with that date.

23 Q. And I understand that. And your
24 testimony was -- and you've admitted now your
25 testimony was that's when you -- about the time you

1 talked to him?

2 A. Yes, yes.

3 Q. And you also, I think, previously
4 testified you hadn't talked to him since that time
5 you talked to him after the accident until the time
6 you asked him to represent you.

7 Is that your testimony today?

8 MR. SAMPSON: Object to the form,
9 misstates.

10 THE WITNESS: I don't understand your
11 question.

12 MR. SAMPSON: He is --

13 MR. DOUGLAS: Hey, Counsel, stop coaching
14 your witness.

15 MR. SAMPSON: Don't yell at me.

16 MR. DOUGLAS: No, no, I've let -- I've
17 let this go on long enough today. I have a
18 question.

19 MR. SAMPSON: This is ridiculous --

20 MR. DOUGLAS: Let me finish my question.
21 Let me finish my question and stop coaching him.

22 MR. SAMPSON: You finished your question.

23 BY MR. DOUGLAS:

24 Q. I want to know before --

25 A. I'm not taking coaching from anyone --

1 Q. Listen --

2 MR. SAMPSON: You can't explain anything
3 to him. He doesn't want anything explained to him.
4 He wants it the way he wants it.

5 THE WITNESS: I'm not good with dates.

6 BY MR. DOUGLAS:

7 Q. I understand that, I understand that.

8 MR. SAMPSON: Okay. If you understand
9 that, why are you trying to marry him to a date?
10 He's told you that he's not good with dates.

11 THE WITNESS: I'm not --

12 MR. SAMPSON: Stop trying to confuse him.

13 BY MR. DOUGLAS:

14 Q. Okay. But I asked you earlier, and I
15 want to ask you if it's still your testimony. I
16 asked you earlier, we admit you talked to him after
17 the accident; is that right?

18 A. Yes.

19 Q. Okay. And we admit you talked to him
20 around the time of the assignment when you asked him
21 to be your attorney; is that right?

22 MR. SAMPSON: I object to the form. That
23 misstates testimony. He testified he talked to me
24 when we filed the lawsuit.

25 MR. DOUGLAS: Stop with the speaking.

1 objections.

2 MR. SAMPSON: No. You're not going to
3 misstate his testimony.

4 BY MR. DOUGLAS:

5 Q. Is that correct, sir?

6 A. The answer is go back and look what the
7 answers were.

8 MR. SAMPSON: -- no, exactly --

9 THE WITNESS: -- the answers were --

10 MR. SAMPSON: The answers are what he
11 gave you. That's why she wrote them down. That is
12 why she is videotaping.

13 BY MR. DOUGLAS:

14 Q. What I want to know is -- my question is
15 did -- you told me before you didn't speak to him
16 from the time after the accident until the time you
17 asked him to become your attorney.

18 Is that your testimony today?

19 A. I don't understand. You're asking me a
20 question that I've answered before. Is that what
21 you're doing --

22 Q. Yes. And I'm asking you if that's still
23 your testimony.

24 A. Excuse me?

25 Q. Is that your testimony that you didn't

1 speak to Mr. Sampson from the time after the
2 accident until the time you asked him to become your
3 attorney; is that right?

4 A. Yes.

5 Q. Okay. Now --

6 A. There's a time that I didn't talk to him
7 for a long time even after I asked him to be my
8 attorney.

9 Q. Okay.

10 A. I moved back to California. Geez.

11 Q. All right. Okay. I guess we're going to
12 have to go ahead and mark some more exhibits.

13 MR. DOUGLAS: Let's go ahead and mark
14 this as -- what are we up to? 14.

15 (Whereupon, Exhibit No. 14
16 was marked for identification.)

17 MR. SAMPSON: I'm going to object to the
18 extent this is beyond the scope of cross.

19 MR. DOUGLAS: No, I'm sorry. But this is
20 within the scope of your redirect, so you brought on
21 your exhibit, and we will have to talk about it.

22 MR. SAMPSON: I will need to read it.

23 BY MR. DOUGLAS:

24 Q. Okay. Sir, I'm going to show you what we
25 marked as Exhibit 14, and I'm going to ask you to

1 take a look at it and ask you if you know what that
2 is.

3 A. No, I don't know what this is.

4 Q. Okay. If I -- do you remember going in
5 and we talked about earlier going into U.S. Auto and
6 adding Kristen and a vehicle to your policy?

7 A. Yes.

8 Q. And that document reflects that; is that
9 correct?

10 A. This one does here, yes.

11 Q. Okay. And can you tell me the date
12 that's -- that's listed on that, on the bottom
13 there?

14 A. I don't know what date -- where -- where
15 at?

16 Q. On the bottom.

17 A. On the 25th of April.

18 Q. Okay. And that was of 2007?

19 A. Yes.

20 Q. Okay. All right. And I think we talked
21 about before, Counsel, when he was just questioning
22 you, he asked you about -- about your policy for
23 April; is that right?

24 A. Yes.

25 Q. And he talked about the expiration date

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1 being April 29th, I think, of 2007.

2 Do you remember that?

3 A. Yes.

4 Q. Okay. From Exhibit 5? Now, when you
5 added Kristen and that vehicle to the policy, did
6 you pay additional premium?

7 A. I don't know, man, did I? I don't know.

8 Q. Okay.

9 MR. DOUGLAS: Can we mark this as
10 Exhibit -- what are we up to now -- 15?

11 (Whereupon, Exhibit No. 15 was
12 marked for identification.)

13 BY MR. DOUGLAS:

14 Q. I'm showing your counsel what we've
15 marked as Exhibit 15 for identification. When you
16 get a chance and take a look at that and tell me if
17 you've ever seen that before.

18 A. Yes.

19 Q. What is that?

20 A. A receipt of \$6.00.

21 Q. Okay. And when was that payment made?

22 A. On the 25th of April, 2007.

23 Q. Okay. Would that be consistent with the
24 day you added that vehicle and Kristen?

25 A. Yes.

1 Q. Yes, okay. So is that additional
2 premium, I guess, you paid for the rest of April?
3 Would that seem reasonable?

4 MR. SAMPSON: I'll object to the form.

5 THE WITNESS: I suppose so.

6 BY MR. DOUGLAS:

7 Q. Okay. Okay. So turning back to
8 Exhibit 13 that your counsel brought up, take a look
9 at that again.

10 MR. SAMPSON: Just wait for the question.

11 BY MR. DOUGLAS:

12 Q. Can you tell me, does that say, "Revised
13 renewal statement" on top there?

14 A. Yes.

15 Q. Okay. Is that different from your other
16 renewal statements that we looked at?

17 A. Yes, it is.

18 Q. Okay. And can you tell me the invoice
19 date that's listed?

20 A. 26th of April.

21 Q. Okay. So about a day after you added --
22 you added a vehicle and a driver to the policy?

23 A. But I got this in the mail.

24 Q. Right. So --

25 A. The day after I went in and made the

1 payment --

2 Q. Yes.

3 A. -- sent to me in the mail, the day after.
4 Okay.

5 Q. Okay. So -- so basically, do you think
6 the fact that it's a revised renewal statement and
7 since it was so close to when your payment was due,
8 that's why they gave you extra time?

9 MR. SAMPSON: I will object to the form.
10 Calls for speculation.

11 BY MR. DOUGLAS:

12 Q. Or you don't know?

13 A. I don't know. My expiration date, that's
14 when I pay my bills by.

15 Q. Right. And, in fact, do you remember
16 when you made that payment in April?

17 A. I assume the 25th is what that payment
18 says.

19 MR. DOUGLAS: Can we mark this as, I
20 guess, Exhibit 16.

21 (Whereupon, Exhibit No. 16
22 was marked for identification.)

23 THE WITNESS: Is that the form you just
24 showed me?

25 BY MR. DOUGLAS:

1 Q. No. This is another one.

2 Can you tell me if you've ever seen that
3 before?

4 A. On the 28th of April I made another
5 payment of 134.

6 Q. Okay. That's your May policy?

7 MR. SAMPSON: I'll object to the form.

8 THE WITNESS: For May?

9 BY MR. DOUGLAS:

10 Q. Your May premium, is that fair?

11 A. Premium was paid in April for -- yeah.

12 Q. Okay. So even though your counsel said
13 something to the effect of you were given more time,
14 you still made your payment on April 28th, 2007
15 anyway?

16 A. Because I had money.

17 Q. Okay. I'm just asking if you did.

18 MR. SAMPSON: I'll object. I didn't say
19 anything. The document with the stars spoke for
20 itself. That is what we looked at.

21 THE WITNESS: Like I said earlier, I
22 wasn't working a lot around this time, so my
23 girlfriend had money to make the payments. So she
24 made them.

25 BY MR. DOUGLAS:

1 Q. Okay. Fair enough. And you have no
2 objection that you did, in fact, make that payment
3 on April 28th, 2007?

4 A. No.

5 Q. Okay. All right. I think that's all I
6 have.

7

8

FURTHER EXAMINATION

9

BY MR. SAMPSON:

10 Q. One final question. Do you need a
11 written agreement from Jim Nalder when he gives you
12 his word?

13 MR. DOUGLAS: Objection; that calls for a
14 legal conclusion and may be leading.

15 THE WITNESS: I trust him.

16 MR. SAMPSON: That's all I have.

17 MR. DOUGLAS: You're done. Mr. Lewis, I
18 know this is not great. I hope you understand we're
19 all just doing our jobs.

20 MR. SAMPSON: That's no excuse. Come on.

21 MR. DOUGLAS: You guys have a good day.

22 MR. SAMPSON: That's ridiculous.

23 THE VIDEOGRAPHER: This concludes the
24 videotaped deposition of Gary Lewis taken on
25 August 25th, 2010. This consists of four digital

1 tapes. We are going off the record and the time is
2 4:44 p.m.

3 (Thereupon the taking of the videotaped
4 deposition concluded at 4:44 p.m.)

5 * * * * *

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25

CAMEO KAYSER & ASSOCIATES (702) 655-5092

1 **CERTIFICATE OF DEPONENT**

2

3 PAGE LINE CHANGE REASON

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 * * * * *

16 **DECLARATION OF DEPONENT**

17 I, GARY LEWIS, deponent herein, do hereby

18 certify and declare the within and foregoing

19 transcription to be my deposition in said action;

20 that I have read, corrected, and do hereby affix my

21 signature to said deposition this _____ day of

22 _____, 2010.

23 _____

24 GARY LEWIS

25

CAMEO KAYSER & ASSOCIATES (702) 655-5092

REPORTER'S DECLARATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, CAMEO L. KAYSER, CCR No. 569,
declare as follows:

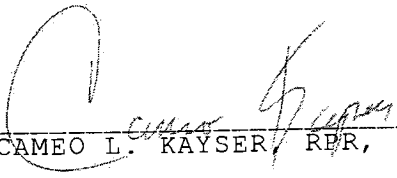
That I reported the taking of the
deposition of the witness, GARY LEWIS, commencing on
Wednesday August 25, 2010, at 2:05 p.m.

That prior to being examined, the
witness was by me duly sworn to testify to the
truth, the whole truth, and nothing but the truth;
that, before the proceedings' completion, the
reading and signing of the videotaped deposition has
been requested by the deponent or a party.

That I thereafter transcribed my said
shorthand notes into typewriting and that the
typewritten transcript of said deposition is a
complete, true, and accurate transcription of said
shorthand notes taken down at said time.

I further declare that I am not a
relative or employee of any party involved in said
action, nor a person financially interested in the
action.

Dated at Las Vegas, Nevada this 4th
day of September, 2010..


CAMEO L. KAYSER, RPR, CCR No. 569

CAMEO KAYSER & ASSOCIATES (702) 655-5092

Docket No. 13-17441

In the
United States Court of Appeals
for the
Ninth Circuit

FILED

MAY 23 2014

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALSRECEIVED
MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALSJAMES NALDER,
Guardian Ad Litem on behalf of Cheyanne Nalder,
and GARY LEWIS, individually,*Plaintiffs-Appellants,*

MAY 23 2014

FILED
DOCKETED

DATE

INITIAL

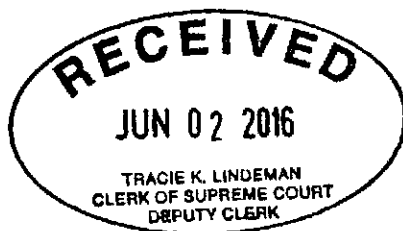
v.

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

*Appeal from a Decision of the United States District Court for the District of Nevada,
 No. 2:09-cv-01348-RCJ-GWF · Honorable Robert C. Jones*

SUPPLEMENTAL EXCERPTS OF RECORD
VOLUME II OF IV – Pages 232 to 517



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 SUSAN M. SHERROD, ESQ.
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*Attorneys for Appellee,
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Docket No. 13-17441

In the
United States Court of Appeals
 for the
Ninth Circuit

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MOLLY C. DWYER, CLERK
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 Guardian Ad Litem on behalf of Cheyanne Nalder,
 and GARY LEWIS, individually,

Plaintiffs-Appellants,

MAY 23 2014

v.

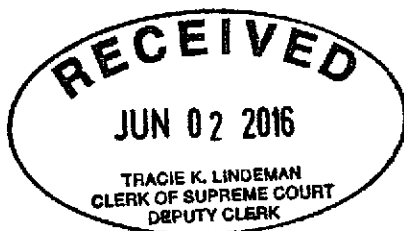
FILED _____
 DOCKETED _____
 DATE _____ INITIAL _____

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

*Appeal from a Decision of the United States District Court for the District of Nevada,
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Exhibit "B"

Giselle Molina - August 30, 2010
Nalder vs. United Automobile Insurance Company

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

--oOo--

JAMES NALDER, Guardian Ad Litem)	
for minor Cheyanne Nalder, real)	
party in interest, and GARY)	
LEWIS, Individually,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.
)	2:09-cv-1348
UNITED AUTOMOBILE INSURANCE CO.,)	
DOES I through V, and ROE)	
CORPORATIONS I through V,)	
inclusive,)	
)	
Defendants.)	

DEPOSITION OF GISELLE MOLINA

Phoenix, Arizona
August 30, 2010
11:56 p.m.

PREPARED FOR:
DISTRICT COURT

(Original)

Prepared by:
Sandra L. Munter
Certified Reporter
Certificate No. 50348
CANYON STATE REPORTING
2415 East Camelback Road
Suite 700
Phoenix, Arizona 85016

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517 South Ninth Street, Las Vegas, NV 89101 (800) 982-3299

Giselle Molina - August 30, 2010
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1 Pursuant to Rule 39(f)(2) of the Arizona Rules of Civil
2 Procedure, which states, "Upon payment of reasonable charges
3 therefor, the officer shall furnish a copy of the deposition
4 to any party or to the deponent," the "Prepared For"
5 attorney has received a copy of this proceeding.
6 I, the officer, will provide a certified copy to each
7 ordering party at the same copy rate, thus complying with
8 Section 7-206, Appendix A Standard 3(a) of the Arizona Code
9 of Judicial Administration (ACJA) Court Reporter Standard
10 Certification (Effective January 1, 2003).
11 Each purchased copy of this transcript will be signed and
12 certified by myself, thus complying with ACJA Section
13 7-206F(3).
14 A.R.S. 32-4003(B) provides, "Beginning July 1, 2000, a
15 certified reporter shall sign and certify each transcript
16 that the certified reporter prepares before the transcript
17 may be used in court, except for transcripts that the court
18 reporter prepares for proceedings that occurred before July
19 1, 2000." Thus, only an originally signed copy of my work
20 product can be used in any proceeding before the Court.
21 Any copies of this transcript (paper or electronic) made for
22 any other party who has not paid Canyon State Reporting,
23 (thus the reporter) for such copy of this transcript, or
24 received written permission for same, will be considered
25 theft of services, a violation of property rights, and be
sought.

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Giselle Molina - August 30, 2010
Nalder vs. United Automobile Insurance Company

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I N D E X

WITNESS:

GISELLE MOLINA

E X A M I N A T I O N

		Page	Line
By Mr. Sampson		5	13

E X H I B I T S

Number		Page	Line
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2	Original Policy Declarations (141 pages)	5	3
3	Plaintiff James Nalder's First Set of Request for Admissions to Defendant United Automobile Ins. Co. (19 pages)	5	3
4	Note Detail (49 pages)	5	3
5	Receipt of Payment (1 page)	5	3

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Giselle Molina - August 30, 2010
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1 DEPOSITION OF GISELLE MOLINA
2 was taken on August 30, 2010, commencing at 11:56 p.m., at
3 UNITED AUTOMOBILE INSURANCE COMPANY, 8800 East Raintree
4 Drive, Scottsdale, Phoenix, AZ, before Sandra L. Munter,
5 Certified Reporter No. 50348 for the State of Arizona.

6
7 APPEARANCES

8 For the Plaintiffs:

9 BY: DAVID F. SAMPSON, ESQ.
CHRISTENSEN LAW OFFICES, LLC
10 1000 South Valley View Boulevard
Las Vegas, Nevada 89107
11 (Present via Skype)
12

For the Defendants:

13 BY: MATTHEW J. DOUGLAS, ESQ.
14 ATKIN WINNER & SHERROD
1117 South Rancho Drive
15 Las Vegas, Nevada 89102
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1 P R O C E E D I N G S

2

3 (Exhibit Nos. 1 through 5, inclusive, were marked
4 for identification.)

5

6 GISELLE MOLINA,
7 the witness herein, having been first duly sworn to speak
8 the truth and nothing but the truth, was examined and
9 testified as follows:

10

11 EXAMINATION

12 BY MR. SAMPSON:

13 Q Would you please state your name and spell your
14 last name for our record.

15 A Giselle Molina, M-o-l-i-n-a.

16 Q Ms. Molina, have you ever had your deposition
17 taken before?

18 A No.

19 Q I'm going to go through a couple things, just to
20 help the process go a little more smoothly.

21 If we were not on a video conference but on a
22 phone conference, it would actually be a little bit easier
23 because one of the things is if you say yup or yes or yeah
24 or uh-huh or you shake your head or nod your head, obviously
25 if I was on the phone, I wouldn't have an idea necessarily

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Giselle Molina - August 30, 2010
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1 what you meant. The same rules apply here today because we
2 have a court reporter who's going to write down everything
3 that's said.

4 **A Okay.**

5 Q So if you say yeah, I may ask you is that a yes
6 or is that a no.

7 Do you understand that?

8 **A Yes.**

9 Q Do you understand you just gave an oath to tell
10 the truth and that that oath carries with it the same
11 solemnity of any oath taken in a court of law and the same
12 penalties of perjury apply should you testify untruthfully
13 today?

14 **A Yes.**

15 Q Is there any reason why you cannot give truthful
16 answers to my questions here this afternoon?

17 **A No.**

18 Q Technically, we're still this morning, I guess,
19 for five more minutes.

20 All right. What is your current job with UAIC?

21 **A I am a claims adjuster at this time.**

22 Q What are your duties as a claims adjuster?

23 **A To review the claims, review for coverage, then**
24 **review, investigate the liability. If we're good to go,**
25 **issue payment on the claim. If there's no coverage or the**

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Giselle Molina - August 30, 2010
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1 **liability, you know, we can't accept liability, then we send**
2 **out a denial.**

3 Q All right. Anything else in general in terms of
4 what you do currently for UAIC as a claims adjuster?

5 A **No. It's pretty much working the claim, doing**
6 **the investigations, returning calls, providing status so...**

7 Q All right. How long have you worked as a claims
8 adjuster for UAIC?

9 A **I will have to say about two years.**

10 Q Were you a claims adjuster for UAIC in October,
11 in July and October of 2007?

12 A **No.**

13 Q What was your position, then? Prior to being a
14 claims adjuster, what was your position with UAIC?

15 A **Customer service representative.**

16 Q What were your responsibilities as a customer
17 service representative?

18 A **Return phone calls, open first reports, and then**
19 **sometimes assist the adjusters returning calls for status.**
20 **Pretty much that's it.**

21 Q All right. Let me just do my due diligence.

22 Anything else in terms of your duties in general
23 as a customer services rep with UAIC?

24 A **No.**

25 Q Approximately how long did you have that job?

Giselle Molina - August 30, 2010
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1 **A** **I came to Nevada in March, March of 2007. So**
2 **that's when I started doing customer service rep.**

3 **Q** **All right. Where did you move to Nevada from?**

4 **A** **New York.**

5 **Q** **So in March of 2007, you started working at UAIC**
6 **as a customer services rep, correct?**

7 **A** **Yes.**

8 **Q** **You stayed in that position until approximately**
9 **when?**

10 **A** **I will have to say sometime in 2008. I'm not**
11 **exactly sure the time, but sometime in 2008.**

12 **Q** **Until approximately two years ago, correct?**

13 **A** **Yes.**

14 **Q** **Then from that point, you worked as a claims**
15 **adjuster for UAIC; is that correct?**

16 **A** **Yes.**

17 **Q** **Prior to working for UAIC, did you have any**
18 **experience or education in the insurance industry?**

19 **A** **No.**

20 **Q** **Prior to working for UAIC, you said you were**
21 **living in New York, correct?**

22 **A** **Yes.**

23 **Q** **What, if any, employment did you have prior to**
24 **working for UAIC?**

25 **A** **In New York I worked for a tile company, so I**

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Giselle Molina - August 30, 2010
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1 did, I was a receptionist, took calls, scheduled
2 appointments. And what they would do is go to the customer
3 houses and put tile up for them, do granite. Pretty much
4 try to keep the scheduling for the guys that worked, make
5 sure that they were scheduled to work the days, and they
6 knew what their schedules were.

7 Q For approximately how long did you have that job?

8 A That was probably for like two months or so
9 because I wasn't in New York for that long.

10 Q Prior to working for the tile -- What was the
11 name of tile company?

12 A Pro Design.

13 Q Pro Design?

14 A Yes.

15 Q Prior to working for Pro Design, where did you
16 work?

17 A I worked for United in Miami.

18 Q What is United? Is that the airline?

19 A No. United Automobile Insurance Company.

20 Q So you worked for UAIC prior to working in Las
21 Vegas in March of '07 as a customer service rep?

22 A No. In Miami I was quality control assistant.
23 That's what it was called.

24 Q All right. So you worked for UAIC, then, in
25 Miami for what years, approximately?

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Giselle Molina - August 30, 2010
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1 **A** **From 2005 to almost the end of 2006.**

2 **Q** **All right. What was your position with UAIC in**
3 **Miami?**

4 **A** **Quality control assistant.**

5 **Q** **What were your duties, then, as a quality control**
6 **assistant?**

7 **A** **Pretty much issue payments to the vendors and**
8 **note the files that we were issuing payments to the vendors**
9 **for the amount we issued the payments and keep a log.**

10 **Q** **Anything else?**

11 **A** **No.**

12 **Q** **When you say "vendors," what are you talking**
13 **about?**

14 **A** **It could have been attorneys or vendors for the**
15 **position. Pretty much that was most of it. It was related**
16 **to depositions and judgments sometimes.**

17 **Q** **When you say "depositions and judgments," I don't**
18 **know what you mean.**

19 **A** **Whenever they would go to, they would have a**
20 **judgment that we would have to pay out on, that's when we**
21 **would issue the payment. And we would have to keep a log.**

22 **Q** **All right. Anything else that you did, then, in**
23 **your work as a quality control assistant with UAIC?**

24 **A** **No.**

25 **Q** **Prior to working as a quality control assistant**

Giselle Molina - August 30, 2010
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1 with UAIC, what, if any, employment did you have?

2 **A Home Depot. I was cashier supervisor.**

3 **Q For approximately how long?**

4 **A About three years, four years.**

5 **Q Prior to that, were you employed?**

6 **A Yes. I believe it was with Wachovia.**

7 **Q Wachovia, the bank?**

8 **A Yes.**

9 **Q What did you do with Wachovia?**

10 **A Teller.**

11 **Q From when to when, approximately?**

12 **A Exactly the time, I don't know. I think it was**
13 **2001 because I believe I started with Home Depot at the end**
14 **of 2001. It was very short.**

15 **Q Okay. So your work at Wachovia was not for a**
16 **long enough time?**

17 **A Yeah.**

18 **Q Correct?**

19 **A Correct.**

20 **Q I had asked you previously, and you may have**
21 **misunderstood, I just want to get it clarified. If prior to**
22 **working at UAIC you had ever had, I think I said education**
23 **or experience in the insurance industry, you told me you had**
24 **not. Do you consider your work with UAIC in Miami education**
25 **or experience in the insurance industry, and why or why not?**

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1 **A** Yeah and no, because I didn't exactly work in the
2 claims, so I didn't know the side of claims. It was pretty
3 much just the quality control that I was aware of, you know.
4 So it was just what happened in the quality control. I
5 wasn't too familiar with claims or anything else that went
6 on in the insurance industry.

7 **Q** Is it fair to say, then, while you were in Miami,
8 your work with UAIC, sounds like you were making sure bills
9 got paid and people got taken care of. Could have been a
10 business doing insurance or tile or anything else, wouldn't
11 have made much of a difference, is that fair, in terms of
12 what you did?

13 **A** Yes.

14 **Q** What's your education history? Start with high
15 school, graduated, if you graduated from high school.

16 **A** Yes, I did. I graduated from high school in
17 2000. And I went, it was called William H. Turner Technical
18 Arts High School in Miami.

19 **Q** After graduating from high school, have you had
20 any additional formal education?

21 **A** No.

22 **Q** Have you had training -- I'm sorry. Have you had
23 any education in the insurance industry?

24 **A** Meaning going to school?

25 **Q** Schooling or if UAIC sends you, you know, if they

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1 send you away for a weekend to do a bunch of training,
2 anything like that at all?

3 **A No.**

4 Q Anything other than maybe on-the-job training.
5 Have you had any formal training at all?

6 **A No.**

7 Q So your work with, you've been a claims adjuster
8 for two years now with UAIC, correct?

9 **A Yes.**

10 Q Your training with UAIC -- I'm sorry. Your
11 training on how to be a claims adjuster has all been on the
12 job?

13 **A Yes.**

14 Q Are you currently married?

15 **A No.**

16 Q Ever been married?

17 **A No.**

18 Q What's your current residential address?

19 **A 5995 North 78th Street, No. 2069 in Scottsdale,**
20 **Arizona. The zip code is 85250.**

21 Q Does anyone live at this address with you?

22 **A My boyfriend.**

23 Q Do you have any children?

24 **A No.**

25 Q Do you have any job, other than the work you do

Giselle Molina - August 30, 2010
Nalder vs. United Automobile Insurance Company

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1 for UAIC?

2 **A No.**

3 **Q All right. By that I mean currently.**

4 **A Yeah. No.**

5 **Q Since -- Well, it's my understanding at some**
6 **point in time -- and I've learned this from the other people**
7 **I've talked to -- that UAIC had an office in Vegas, they**
8 **closed it up, and moved the office to Arizona or moved those**
9 **people that wanted to move down to Arizona. Is that what**
10 **happened?**

11 **A Yes.**

12 **Q You chose to move down to Arizona?**

13 **A Yes.**

14 **Q And at the time you chose to move, were you a**
15 **customer service rep or claims adjuster, if you remember?**

16 **A Claims adjuster.**

17 **Q Do you know when that approximately was?**

18 **A Yeah. I moved here last year in April, sometime**
19 **in April, I believe the end of April, towards the end of**
20 **April.**

21 **Q April '09?**

22 **A Yeah. '09.**

23 **Q Since April '09, since you've been in Arizona,**
24 **have you had any other employment, other than the work you**
25 **do for UAIC?**

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1 **A No.**

2 Q Do you recognize you have a vested interest in
3 the outcome of this case?

4 MR. DOUGLAS: Objection. That calls for legal
5 conclusion and speculation. It's also vague.

6 You can answer, if you know.

7 THE WITNESS: No.

8 Q (By Mr. Sampson) Okay. You don't recognize, or
9 you don't know what I'm talking about?

10 **A I don't know what you're talking about. Can you**
11 **rephrase that?**

12 Q Sure. Do you understand this case involves a
13 lawsuit against UAIC?

14 **A Yes.**

15 Q And you work for UAIC. Your job with UAIC is
16 your sole form of support; is that correct?

17 **A Yes.**

18 Q Are you ever given responsibilities in your work
19 for UAIC -- and this is, I just want to make sure I cover
20 all the bases.

21 You told me previously in general what you do as
22 a claims adjuster. My guess is, you correct me if I'm
23 wrong, every day is different. Safe to say?

24 **A Yeah.**

25 Q So there are times, I mean, there might be

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1 something that would be considered a routine claim, but
2 there are certainly even the routine claims all involve
3 different doctors, different scenarios, that kind of thing.
4 Fair statement?

5 MR. DOUGLAS: Objection; foundation, vague.

6 THE WITNESS: Can you rephrase it?

7 Q (By Mr. Sampson) Sure. Do you know what I'm
8 talking about if I say -- and I've had adjusters I deposed
9 say well, what one would consider typical claims, even
10 though no two claims are identical.

11 Do you understand?

12 A Yes.

13 Q And a typical claim would involve certain things,
14 and there are other claims that might involve something that
15 goes beyond what would be typical? Do you understand what
16 I'm saying so far?

17 MR. DOUGLAS: Objection; vague, calls for
18 speculation, foundation.

19 You can answer, if you know.

20 THE WITNESS: I don't know.

21 Q (By Mr. Sampson) Let me give you an example.
22 You told me earlier you never testified in a
23 deposition before, correct?

24 A Yes.

25 Q All right. And so testifying right now is

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1 something that's outside of anything you've ever done for
2 UAIC before in relation to your work for them.

3 Fair statement?

4 **A Yes.**

5 Q I would imagine -- correct me if I'm wrong --
6 that there are sometimes other things you're called upon to
7 do by UAIC that are outside of what you ordinarily do.

8 Fair statement?

9 **A I've never been called to do anything that I was,**
10 **I haven't done before.**

11 Q Okay. So until today, then?

12 **A Yeah.**

13 Q Is that a yes?

14 **A Yes.**

15 Q In general, how did you learn how to do what you
16 do?

17 MR. DOUGLAS: Objection; vague.

18 You can answer.

19 Q (By Mr. Sampson) Again, for UAIC.

20 **A In regards to...**

21 Q What you do for UAIC.

22 **A At this moment? At this time?**

23 Q Not at this moment because this is testifying in
24 a deposition, but let's say since you've been a claims
25 adjuster, how have you learned to do what that job requires

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1 you to do?

2 **A I was trained for about two weeks on how to**
3 **handle the claims. And also it was on-the-job training.**

4 **Q So can you give me an example of how you were**
5 **taught how to do what a claims adjuster does for UAIC?**

6 **A Yeah. I will sit with an adjuster and watch them**
7 **for a day work, and then the next day I will be trained on**
8 **how the process of working the claim will go.**

9 **Q Do you remember who the adjuster was that you**
10 **watched for the day that you learned how to do your job?**

11 **A No.**

12 **Q You don't remember their name, correct?**

13 **A No. No, I don't remember their name.**

14 **Q Was that in Arizona or was that in Las Vegas?**
15 **Was that in Arizona or Nevada, when you got the training --**

16 **A Nevada.**

17 **Q -- on the job?**

18 **A Nevada.**

19 **Q I'm sorry?**

20 **A Nevada.**

21 **Q Has UAIC ever advised you that when handling a**
22 **claim, it is important to treat the policyholder's interest**
23 **with equal regard as UAIC's interest?**

24 **A Yes.**

25 **Q Has UAIC ever advised you that in dealing with an**

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1 insured, it's not supposed to be an adversarial process?

2 **A Yes.**

3 Q Has UAIC advised you that the insurance company
4 has an obligation to assist the policyholder with the claim?

5 MR. DOUGLAS: Object; calls for a legal
6 conclusion.

7 You can answer.

8 THE WITNESS: Yes.

9 Q (By Mr. Sampson) Has UAIC ever informed you that
10 an insurance company has to disclose to its insureds all the
11 benefits and coverages and time limits that apply to a claim
12 or a policy?

13 **A Yes.**

14 Q Has UAIC advised you that the company is
15 obligated to conduct a full, fair, and prompt investigation
16 of all claims?

17 **A Yes.**

18 Q Has UAIC advised you to fully, fairly, and
19 promptly adjust all claims?

20 **A Yes.**

21 Q Has UAIC ever advised you that the insurance
22 company shouldn't deny a claim or any part of a claim based
23 on insufficient information?

24 MR. DOUGLAS: Objection to the extent that calls
25 for a legal conclusion, and it's vague.

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1 You can answer, if you know.

2 THE WITNESS: Can you rephrase that?

3 Q (By Mr. Sampson) Sure. Well, back up just a
4 second.

5 Are you familiar with the word "insufficient"?

6 A Yes.

7 Q Not enough?

8 A Yes.

9 Q So insufficient information, you understand what
10 that means?

11 A Yes.

12 Q All right. Has UAIC -- and by the way, maybe
13 they haven't and maybe they have. I just want to get your
14 testimony. I'm not telling you what to say, I just want to
15 know. But has UAIC ever told you that the insurance company
16 shouldn't deny a claim or any part of a claim based on
17 insufficient information?

18 MR. DOUGLAS: Same objection; may call for a
19 legal conclusion and vague.

20 You can answer.

21 THE WITNESS: Yes.

22 Q (By Mr. Sampson) Has UAIC ever advised you that an
23 insurance company should not deny a claim or part of a claim
24 based on speculation?

25 MR. DOUGLAS: Same objections; may call for a

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1 legal conclusion, vague.

2 THE WITNESS: Yes.

3 Q (By Mr. Sampson) Has UAIC ever advised you that an
4 insurance company shouldn't deny a claim or part of a claim
5 based on biased information?

6 MR. DOUGLAS: Same objections; calls for legal
7 conclusion, also vague.

8 THE WITNESS: Yes.

9 Q (By Mr. Sampson) Has UAIC ever informed you that
10 an insurance company has an obligation to inform its
11 insureds of all settlement opportunities?

12 MR. DOUGLAS: May call for a legal conclusion.
13 You can answer if you know.

14 THE WITNESS: Yes.

15 Q (By Mr. Sampson) In your work, either currently or
16 in the past, with UAIC, have you ever been called upon to
17 interpret insurance policy language?

18 A No.

19 Q So your job wouldn't involve -- Well, let me ask
20 you.

21 In your job with UAIC, either currently or
22 previously, have your responsibilities ever involved reading
23 insurance policies?

24 A Yes.

25 Q Give me an example of why you would be called

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1 upon to read an insurance policy in the work you do.

2 A If there is an exclusion, let's say, for one of
3 our insureds and I want to make sure that I'm looking at
4 the, you know, right exclusion, I would read the policy at
5 that time to make sure that I'm making the correct decision.

6 Q All right. And so, then, you do have, you are
7 able to, then, read the policy and get some kind of
8 understanding as to what it means?

9 A Yes.

10 Q Have you been given training on how to do that?

11 A No. But sometimes when I do have questions, I
12 don't understand something, I always go to my manager to
13 get clarification on what I'm reading, if I don't
14 understand.

15 Q Currently, who's your manager?

16 A Jan Cook.

17 Q Has she always been your manager for as long as
18 you've been a claims adjuster for UAIC?

19 A Yes.

20 Q Have you been given any training at all, then, I
21 guess, on how to understand an insurance policy? Let me ask
22 you that question first. Have you ever been given any
23 training at all on how to understand an insurance policy?

24 A I wouldn't say training, like sat down and went
25 through the whole policy, but I have read the policy with my

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1 **manager before.**

2 Q Has anyone from UAIC, it could be a manager or
3 whoever else, ever told you hey, you know, this word means
4 this and that word means that? Anything like that?

5 MR. DOUGLAS: Objection; vague.

6 THE WITNESS: Meaning?

7 Q (By Mr. Sampson) Well, let's use the word
8 "exclusion," since you brought it up earlier. You said if
9 there's an exclusion in the policy. So, first of all, let
10 me use the word "exclusion."

11 When you first saw that word, did you already
12 understand what it means in the context of the policy, or
13 did you get any kind of training to instruct you on what
14 that word means?

15 A I knew what it meant.

16 Q Then if it says, for example -- Well, give me
17 some examples of exclusions that you've seen in UAIC
18 policies.

19 A If there's an excluded driver driving the vehicle
20 on policy. That's an exclusion.

21 Q All right. So let's use that as a example. I
22 appreciate that. Reading the policy and deciding whether or
23 not the driver involved in the accident on the claim you're
24 adjusting -- follow me so far?

25 A Yes.

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1 Q Okay. In determining whether or not that driver
2 is excluded or unexcluded, did you receive any training on
3 how to make that determination?

4 A Yes.

5 Q So what training did you get?

6 A It was the training when I was trained on how to
7 be a claims adjuster. I pretty much trained on how to work
8 the file, how to go about the investigation, how to check
9 for coverage. That was the training I received.

10 Q All right. Has anyone -- Well, I would imagine
11 in your work if you come across an exclusion and it's one
12 you've not dealt with before and you don't understand, you
13 would go to Ms. Cook, Mrs. Cook and get directions from her
14 as to what the language means. Fair statement?

15 A Yes.

16 Q Has anyone at UAIC ever told you that in
17 determining what language an insurance policy means, that
18 language should be examined from the viewpoint of someone
19 who doesn't have any training in insurance or in the law?

20 MR. DOUGLAS: Objection to the extent it may call
21 for a legal conclusion.

22 You can answer if you know.

23 THE WITNESS: I don't know.

24 Q (By Mr. Sampson) Okay. Nothing that you recall?

25 A No.

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1 Q Has anyone ever told you, has anyone from UAIC
2 ever told you that in determining the meaning of language in
3 a policy, the language should be understood in its plain and
4 ordinary sense?

5 MR. DOUGLAS: Same objections to the extent it
6 may call for a legal conclusion.

7 You can answer, if you know.

8 THE WITNESS: I don't recall that, either.

9 Q (By Mr. Sampson) Has anyone at UAIC ever told you
10 that the language of an insurance policy should be broadly
11 interpreted to avoid the greatest possible coverage to the
12 insured?

13 MR. DOUGLAS: Same objection; may call for legal
14 conclusion.

15 You can answer, if you know.

16 THE WITNESS: I don't recall that.

17 Q (By Mr. Sampson) Do you have any education,
18 training, or experience in dealing with the question of
19 whether someone has insurance or doesn't have insurance
20 based on a missed payment of a premium?

21 A No.

22 Q I'm sorry?

23 A No.

24 Q Okay. Do you understand my question? It got
25 kind of long there, and I apologize.

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1 **A** **Yeah, I understood your question.**

2 **Q** All right. Okay. What do you know about this
3 particular case?

4 **A** **I just, all I know is that I sent some letters**
5 **out of advising there was no coverage. Pretty much that's**
6 **all I know on this.**

7 **Q** Okay. Do you know, is there anything else you
8 know about this case at all?

9 **A** **No.**

10 **Q** So you don't know that the claim that was brought
11 involved a young girl that was run over by a truck?

12 **A** **No.**

13 **Q** You're learning it for the first time from me,
14 correct?

15 **A** **Yes.**

16 **Q** All right. And you don't know that UAIC's
17 position is that the insured missed a payment or was late
18 with a payment and so didn't have coverage for the accident?

19 MR. DOUGLAS: Objection; foundation.

20 You can answer, if you know.

21 THE WITNESS: All I know is that there was no
22 coverage. As to why there was no coverage, I don't know.

23 **Q** (By Mr. Sampson) Okay. All right. All right.
24 And as you sit here right now, you don't have -- Well, let
25 me back up a second. Strike that.

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1 If there was a question tomorrow, for example,
2 assuming you don't get any additional training before
3 tomorrow and there was a question tomorrow related to hey,
4 UAIC, here's an insured who missed a payment, we've got to
5 make a decision as to whether or not he's insured or not,
6 you would be of no assistance to UAIC in that question,
7 correct?

8 MR. DOUGLAS: Object to the extent that
9 hypothetical calls for speculation, to the extent it's a
10 hypothetical.

11 You can answer to the extent you know.

12 THE WITNESS: Well, I don't really handle, you
13 know, whether they miss a payment or not. That's not my, in
14 my job. So I wouldn't know if anyone missed a payment or
15 not, so I wouldn't know who misses a payment or doesn't.

16 Q (By Mr. Sampson) You also wouldn't know -- or
17 correct me if I'm wrong. It sounds like you wouldn't know
18 if someone did miss a payment, whether or not that would
19 affect their coverage or not? It's just not part of what
20 you do, correct?

21 MR. DOUGLAS: Object to the extent it calls for
22 speculation, it may be vague, and may also call for a legal
23 conclusion.

24 You can answer to the extent you know.

25 THE WITNESS: No.

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1 Q (By Mr. Sampson) It's outside of what you do,
2 correct?

3 A Yes.

4 Q Did you ever work as a claims adjuster in Nevada?

5 A Yes.

6 Q For approximately how long, if you know?

7 A I believe it was less than a year because then we
8 moved down here.

9 Q The word "down" here means Arizona, correct?

10 A Yes.

11 Q And the work you do in Arizona, you handle claims
12 involving accidents that occur in Nevada?

13 A Yes.

14 Q Do you know whether or not in Nevada an insured
15 has the right to have their expiring policy renewed?

16 MR. DOUGLAS: Objection to the extent that calls
17 for a legal conclusion.

18 You can answer if you know.

19 THE WITNESS: I don't know.

20 Q (By Mr. Sampson) Do you know whether or not in
21 Nevada if an insurance policy is canceled for nonpayment, an
22 insurance company has an obligation to notify the insured or
23 not?

24 MR. DOUGLAS: Same objection, to the extent that
25 calls for legal conclusion.

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1 You can answer, if you know.

2 THE WITNESS: I don't know.

3 Q (By Mr. Sampson) Do you know anything about UAIC's
4 process in sending bills or statements to their insureds and
5 getting payment and providing the insurance policy or proof
6 of insurance or anything like that? Have you had any
7 involvement in that at all?

8 A No.

9 Q Sorry?

10 A No.

11 Q Okay. Do you know whether or not UAIC ever sent
12 Gary Lewis a notice of intent to non-renew?

13 A I wouldn't know that. I don't know.

14 Q You don't know, correct?

15 A No. Yeah. Correct.

16 Q Correct?

17 A I don't know.

18 Q Do you have, I think you said you were involved
19 in sending out letters to the insured advising that there
20 was no coverage; am I correct?

21 MR. DOUGLAS: Objection; mischaracterizes her
22 testimony.

23 You can answer.

24 THE WITNESS: No. The letters weren't sent to
25 the insured. They were sent to the attorneys.

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1 Q (By Mr. Sampson) Okay. So you were involved in
2 sending letters to attorneys for the claimant, I'm assuming,
3 correct?

4 A For the claim. There was no claim at that time,
5 so I just sent the letter advising there was no coverage.

6 Q Okay. And you sent those letters to attorneys?

7 A Yes.

8 Q Did you draft those letters?

9 A Yes.

10 Q Do you remember this claim?

11 A No.

12 Q So the testimony you're giving is all based off
13 just documents you've reviewed, correct?

14 A Yes.

15 Q Has anyone, apart from your counsel, told you
16 about this claim?

17 A No.

18 Q Have you had any discussions with Jan Cook or
19 anyone else at UAIC about the fact that you were going to be
20 testifying in this case?

21 A No.

22 Q Let me have you take a look at -- I'll get it
23 here -- Exhibit No. 4, if our court reporter could provide
24 that to you.

25 MR. DOUGLAS: If you could just show it to me

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1 first, that would be great.

2 Q (By Mr. Sampson) And it's several pages, so take
3 your time to go through it, just to familiarize yourself
4 with what's in there. Then I'll have some questions for
5 you.

6 A Okay.

7 Q I would ask you to focus on documents that you
8 recall or look familiar. If there's something you had
9 nothing to do with, you're certainly welcome to take
10 whatever time you want to review it, but you certainly
11 wouldn't have to.

12 A Okay.

13 Q Have you had a chance to go through that?

14 A Yes.

15 Q My first question, and it's more of a cover your
16 bases kind of question, are you aware of anything that went
17 on related to the claim that was brought against Gary Lewis,
18 other than what is in exhibit number -- which exhibit is
19 this? 4?

20 MR. DOUGLAS: Yes, it's 4.

21 MR. SAMPSON: Okay.

22 MR. DOUGLAS: Object to the extent that calls for
23 speculation.

24 You can answer, if you know.

25 THE WITNESS: Can you repeat the question?

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1 Q (By Mr. Sampson) Let me make sure we get this
2 down. I don't know, we'll deal with the objection.

3 Your counsel said I'm asking you to speculate.
4 Actually, I'm not asking you to speculate at all.

5 You've gone through the Exhibit 4, correct?

6 A Yes.

7 Q If I were to ask you what else happened related
8 to this claim besides what's in Exhibit 4, you would have to
9 speculate because maybe someone did something and you just
10 didn't know about it.

11 Do you understand that?

12 MR. DOUGLAS: Objection; foundation; misstates
13 testimony.

14 Q (By Mr. Sampson) I just want to know if you
15 understand what I just said. That's the only question
16 pending right now.

17 MR. DOUGLAS: Same objection.

18 THE WITNESS: Yes.

19 Q (By Mr. Sampson) All right. So I want to ask you
20 that question. I'm not going to ask you what else happened
21 because that would ask you to speculate. My only question
22 is are you aware of anything else that happened related to
23 the Gary Lewis claim, apart from what's documented in
24 Exhibit No. 4?

25 MR. DOUGLAS: Objection; speculation, vague,

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1 foundation.

2 THE WITNESS: Besides the notes that are on
3 there, no. I wasn't aware of everything else on the
4 exhibit.

5 Q (By Mr. Sampson) All right. Let me have you take
6 a quick look at Exhibit No. 3 that I've been told is the
7 underwriting file. First of all, have you ever had anything
8 to do with underwriting the whole time you've been at UAIC?

9 A Not at all.

10 Q All right. Look through it really quickly. Like
11 I said before, if you see a document, if from just looking
12 at the face you can tell --

13 MR. DOUGLAS: What exhibit, counsel?

14 MR. SAMPSON: I believe it's Exhibit 3.

15 MR. DOUGLAS: Okay. I guess he wants Exhibit 3
16 now.

17 (An off-the-record discussion ensued.)

18 Q (By Mr. Sampson) Take a look through Exhibit 3.

19 A Okay.

20 Q Having familiarized yourself briefly with
21 Exhibit 3, is there anything in that --

22 Is that a stack of documents, by the way?

23 A Yeah.

24 Q All right. Is that a yes?

25 A Yes.

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1 Q In familiarizing yourself briefly with Exhibit 3,
2 is there anything in that stack of documents, that you're
3 aware of, that had anything to do with any work you did for
4 UAIC?

5 MR. DOUGLAS: Objection; vague.

6 You can answer, if you know.

7 Foundation as well.

8 THE WITNESS: Can you explain?

9 Q (By Mr. Sampson) Sure. Well, let me direct you to
10 Exhibit 4 really quickly. There's some documents in
11 Exhibit 4 that reflect actions that you took personally,
12 correct? I think the very first page, top of the very first
13 page says you discussed the file with Manny.

14 A Correct.

15 Q So I know there are some things in Exhibit 3 that
16 you were involved with because I can see your name on it.
17 As you look through Exhibit 4, I can tell there's things in
18 Exhibit 4 that you were involved with because I see your
19 name in them. Is there anything in Exhibit 3 that you're
20 aware of that you were involved with?

21 MR. DOUGLAS: Objection; vague, foundation.

22 You can answer, if you know.

23 THE WITNESS: The copy of the declaration page I
24 sent when I sent the letters to the attorneys.

25 Q (By Mr. Sampson) That's in Exhibit No. 3?

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1 **A** Well, I don't even -- I don't know which dec I
2 sent, so I wouldn't know which one. And there is the one I
3 sent.

4 **Q** Okay. So right now you don't know if any of the
5 declaration pages in Exhibit 3 were ones you were involved
6 with or not, correct?

7 **A** Correct.

8 **Q** And if you were involved with any of them, it
9 would have just been mailing them, correct?

10 **A** It would have been faxing the copy to the
11 attorney.

12 **Q** Right.

13 **A** Yeah.

14 **Q** So if you were involved with any of those
15 declaration pages that are in Exhibit No. 3, your
16 involvement would have been limited to faxing the page to an
17 attorney, correct?

18 **A** Correct.

19 **Q** All right. Is there any other involvement that
20 you had with any of the other documents in Exhibit No. 3
21 that you're aware of?

22 **A** No.

23 **Q** Let's turn to Exhibit, 4 then. Let's walk
24 through these. Start with Page 1. Do you recognize what
25 these records are?

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1 **A Next to the notes?**

2 Q I don't know. On the very top it says Display
3 Notes. Then it's got a claim number. Do you see that?

4 **A Yes.**

5 Q So I would assume they are called display notes,
6 but I don't know. I've never worked at UAIC.

7 Do you know if this set of records on Pages 1 and
8 2 of Exhibit 4 would have a name?

9 **A They would just be notes.**

10 Q All right. What information is kept in these
11 notes?

12 **A Whenever you open a claim, and then when the**
13 **adjuster works the file. If he enters notes as to what he**
14 **did in the file, that information will be kept in these**
15 **notes.**

16 Q All right. So what about any other calls that
17 come in or information that comes in related to the file,
18 where would those records be kept, if you know?

19 **A I wouldn't know.**

20 Q When you worked as a customer service
21 representative for UAIC, did you ever put anything in these
22 kind of notes on claims?

23 **A "Anything" meaning just anything out of nowhere,**
24 **just thought of something and wrote something in there? No.**

25 Q Did you make any kind of entry in these kind of

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1 notes on a claim?

2 MR. DOUGLAS: Objection; speculation, vague.

3 THE WITNESS: If it didn't relate to the claim,
4 we wouldn't enter any notes.

5 MR. DOUGLAS: No. He's asking you if you ever
6 entered a note as a customer service rep.

7 THE WITNESS: Yes.

8 Q (By Mr. Sampson) So give me an example of
9 something that a customer service representative in UAIC
10 would put in these kind of notes.

11 A The notes I have on there, when you open a claim,
12 you will put the notes as to why are you opening a claim.

13 Q I understand. That's the claims adjuster, right?

14 A No. A customer service rep, whenever they take a
15 claim, a first report, they will put notes as to why they
16 are opening the first report, if someone called it in, if
17 you received a letter, something like that.

18 Q All right. So let me make sure I understand you
19 correctly. Correct me if I'm wrong.

20 If someone were to call in about a claim, a
21 customer service representative, then that -- first of all,
22 when you were a customer service representative, you would
23 take those kind of calls, correct?

24 A Correct. We will only take the call to open the
25 claim. And you will put notes once you open the claim, as

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1 **to why you opened the claim.**

2 Q All right. And what if someone was calling and
3 not opening a claim. Do you know who they would talk to?

4 A **No.**

5 Q What if someone called up and said hey, I want
6 to -- they called UAIC -- Well, let me ask you this.

7 When someone called UAIC, what's the position of
8 the person who would first answer the phone, if you know?

9 A **It would be the customer service rep.**

10 Q That's the job --

11 A **Yeah. They will answer the call.**

12 Q That would be the job you used to have?

13 A **Yes.**

14 Q All right. So when you had the job and you were
15 the first, I guess the first line when someone called in,
16 right?

17 A **Yes.**

18 Q Someone calls in, they talk to you. If they are
19 calling about hey, I want to open a claim, you've told me
20 that you, as the customer service rep, would put that in
21 those notes, potentially?

22 A **And open the claim. Once the claim is opened, I**
23 **will put the notes in the claim.**

24 Q All right. So what if someone called up and just
25 said hey, I'm calling because I'm thinking of maybe changing

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1 my coverage? What, if anything, would the customer service
2 rep do?

3 A I would refer them to underwriting because I only
4 work claims. I never dealt with anything with underwriting,
5 so that would be a call that I will transfer to
6 underwriting.

7 Q All right. So you transfer it to underwriting
8 and you would not, then, make any record in these notes,
9 these display notes, correct?

10 A Correct.

11 Q And would you make any record of that
12 conversation at all?

13 A If they had their policy number, I would probably
14 enter a note in the underwriting section. They have a
15 section where you can enter notes. So I would probably put
16 notes on there.

17 Q Just put a note in underwriting: Talked to
18 so-and-so, they want to change their policy, I transferred
19 it to underwriting?

20 A Correct.

21 Q Something like that or whatever?

22 A Yeah, something like that.

23 Q All right. So we've got notes that can go with
24 the claim file, right --

25 A Yes.

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1 Q -- if you open a claim?

2 Notes that can go into underwriting, correct?

3 A Yes.

4 Q Any other place notes could go?

5 A No.

6 Q So if you talk to someone, as a customer service
7 rep, and you made a note about the conversation, it would be
8 in either the underwriting file or the claim file.

9 Fair statement?

10 A Correct.

11 Q What if someone calls up and said I just want to
12 make sure you guys got my payment? Do you know what the
13 customer service rep would be expected to do in that
14 circumstance?

15 A I would transfer them to underwriting. I
16 wouldn't be able to tell them whether the payment was
17 received or not.

18 Q Then you may or may not, would you make a note
19 every time you talk to someone, then?

20 A Maybe not.

21 Q Okay. So you may or may not include a note with
22 underwriting about they called and wanted to know if their
23 check showed up?

24 A Correct.

25 Q All right. So Page 1 of Exhibit No. 4, there's a

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1 note here 10/10/07, GS Molina discuss file with Manny.

2 Do you see that?

3 **A Yes.**

4 Q GS Molina, I would assume that's you. Is there
5 anyone else that could refer to, besides you, at UAIC?

6 **A No, that's me.**

7 Q Of course, you don't remember discussing the file
8 with Manny, correct?

9 **A Correct.**

10 Q And that's just it's been almost three years now,
11 and you handle lots of claims as an adjuster. I understand
12 that.

13 What, if anything, do you remember that's
14 referenced in this note?

15 **A Nothing.**

16 Q All right. So you can't tell me anything about
17 this conversation, other than what's in the note, correct?

18 **A Correct.**

19 Q Then I don't see you anywhere else in these
20 claims notes. Do you see anything else in this first and
21 second page that references anything you did as it relates
22 to this claim?

23 **A No.**

24 Q You don't have any recollection of doing anything
25 as it relates to the claim, correct?

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1 **A Correct.**

2 **Q**Okay. Do you remember Manny -- I'm assuming
3 that's Manny Cordova, correct?

4 **A Correct.**

5 **Q**Did you work in tandem with Mr. Cordova?

6 MR. DOUGLAS: Objection; vague.

7 THE WITNESS: Meaning?

8 **Q**(By Mr. Sampson) On this claim. Let me ask you a
9 better question.

10 It says GS Molina discusses file with Manny and
11 we decided to open a claim due the severity of this claim
12 and having two law firms representing the claimant. Then
13 you have the loss happened 7/8 of 2007.

14 Do you have any idea why you would have been
15 discussing this with Mr. Cordova?

16 **A At that time no, I don't remember.**

17 **Q**It certainly wasn't -- You said you had been
18 claims adjuster long before you moved to Arizona, correct?

19 **A Well, yeah, for a little, I think about a year or**
20 **so.**

21 **Q**Do you know if you were a claims adjuster or a
22 customer service rep on 10/10 of '07?

23 **A I was a customer service rep.**

24 **Q**As the customer service rep, you don't have any
25 idea why you would be talking with Manny about opening the

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1 claim?

2 **A** **I don't remember why I would talk to him to open**
3 **this.**

4 **Q** When is the last time, if you remember, that you
5 spoke with Mr. Cordova at all?

6 **A** **About this claim or just...**

7 **Q** At all.

8 **A** **I don't know. He was -- I believe it was either**
9 **the end of 2008 or beginning of 2009.**

10 **Q** I'll ask the other question to follow up.

11 Do you know the last time you spoke with
12 Mr. Cordova about this claim?

13 **A** **No.**

14 **Q** In fact, you have no personal recollection of
15 ever talking to Mr. Cordova about this claim, correct?

16 **A** **Correct.**

17 **Q** All right. If you'll go back, there are a couple
18 of letters, I can show you what they look like, from UAIC,
19 and there are some faxes, and then there's a document that's
20 called claim report. Go to that document for me, please.

21 MR. DOUGLAS: Is that in Exhibit 4, counsel?

22 MR. SAMPSON: It's in Exhibit 4.

23 **Q** (By Mr. Sampson) There's a complaint and then
24 there's some letters from Mr. Cordova and then there's claim
25 reports, couple of them.

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1 MR. DOUGLAS: Let me take this out. It's easier.

2 Q (By Mr. Sampson) Are you there yet?

3 A Yes.

4 Q Great. Take a look at that page and the two
5 pages that follow it. It's actually three pages that follow
6 it, Pages 1 through 4. They are labeled 1, 2, 3, and 4.

7 A Okay.

8 Q All right. So Page 1 claim report, this is --
9 how was this document generated?

10 A I don't know how it would be generated.

11 Q All right. It says up top, Taken by GS Molina,
12 well, M-o-l-i. That would be you, correct?

13 A Correct.

14 Q Do you have any idea, as you sit here right now,
15 any recollection of what you did to put this document in
16 place?

17 A Yeah. We would go into the policy and open a
18 claim, and then you will put the information, like it has
19 questions and you will fill out what you have information
20 on. And I believe that once you finalize it, that's how
21 this is generated.

22 Q It looks like this record was generated
23 October 10th of 2007. Does that look correct to you? I'm
24 not with UAIC, so I don't know how to read this. That's how
25 I read it.

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1 **A Yeah. Yes.**

2 **Q Okay. Then down here under report only, under**
3 describe accident, again we have the same GS Molina discuss
4 file with Manny. Looks like a repeat of the note we looked
5 at before, correct?

6 **A Correct.**

7 **Q If you will -- Actually, let's go through these**
8 other documents briefly.

9 The next page appears to be referencing the same
10 exact entry. Would you agree with me?

11 **A Yes.**

12 **Q It's got the same note in here about discussing**
13 the file with Manny, correct?

14 **A Correct.**

15 **Q The next page seems again to be the same thing,**
16 pretty much?

17 **A Pretty much, yeah.**

18 **Q All right. This doesn't seem to be referencing**
19 different events, correct?

20 **A Correct.**

21 **Q You don't recall having multiple conversations**
22 with Mr. Cordova about the file. It was most likely one
23 conversation being documented multiple times?

24 **A Yes.**

25 **Q And same thing with the next page, Page 4?**

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1 **A Same thing.**

2 Q All right. If you'll go back in Exhibit No. 4,
3 you'll run into the complaint, the lawsuit, bunch of pages
4 on pleading paper. Do you see that?

5 **A We're looking for it.**

6 Q Looks like this.

7 **A Okay.**

8 Q In front of the complaint, it looks like there's
9 a letter, then there's another copy of the complaint.

10 Well, actually, go to the very front. I
11 apologize.

12 **A Okay.**

13 Q I thought it would be easier to go backwards, but
14 just start at the beginning. Are you at the beginning of
15 Exhibit 4?

16 **A We're there.**

17 Q Turn the page, and turn the page again.

18 **A Okay.**

19 Q What are you looking at?

20 **A A letter from Christensen Law.**

21 Q What's the date on it?

22 **A July 20th of 2009.**

23 Q You didn't have any involvement with this, did
24 you?

25 **A No.**

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1 Q My question is, other than the documents we've
2 already looked at, are you aware of any documents in this
3 exhibit that reflect anything you were involved in on the
4 Lewis case?

5 A No.

6 MR. DOUGLAS: Are you talking about other than
7 the letter she discussed before, counsel?

8 Q (By Mr. Sampson) Other than the documents we've
9 looked at. If there's some letter that's in these documents
10 you'd like to direct me to, that would be fine. But my
11 question right now is other than the documents we've already
12 looked at and now that the lawyer has told you what to say,
13 it might make things go more smoothly.

14 Apart from the document we've already looked at,
15 are there any other documents in Exhibit 4 that reference
16 anything you were involved in as it relates to the Gary
17 Lewis claim?

18 MR. DOUGLAS: I'll just object to foundation and
19 vague.

20 You can answer, to the extent you know.

21 THE WITNESS: Not in Exhibit 4. I don't see any
22 letters I was involved with in Exhibit 4.

23 Q (By Mr. Sampson) Any documents at all, other than
24 the ones we've already looked at?

25 MR. DOUGLAS: In Exhibit 4?

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1 MR. SAMPSON: Correct.

2 THE WITNESS: If there was --

3 MR. DOUGLAS: I think she just answered that.

4 THE WITNESS: Yeah, not that -- I didn't see

5 anything.

6 Q (By Mr. Sampson) Letters or documents?

7 A I didn't see anything that I recall being

8 involved with, going through it right now. I don't see

9 anything.

10 Q All right.

11 A I don't see anything.

12 Q The letters that you said you sent to attorneys,

13 are they anywhere in Exhibit No. 4?

14 A No.

15 Q Take a look at -- tell me if they are anywhere in

16 Exhibit No. 3.

17 A No, they are not there.

18 Q What about the letters that you sent? Do you

19 have a recollection of sending them?

20 A Sorry. Can you repeat that?

21 Q Sure. You told me initially, when I asked you

22 what was your involvement in this claim, you said you sent

23 some letters to attorneys, correct?

24 A Correct.

25 Q Do you remember sending those letters?

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1 **A** I don't remember sending the letters, but I saw a
2 copy that me and Matt went over.

3 **Q** Okay. Do you know where those letters are?

4 **A** No. I don't have them.

5 MR. DOUGLAS: Are you asking currently, counsel?

6 **Q** (By Mr. Sampson) Right now, yeah. Let me ask you,
7 do you know why they are not -- and I'll proffer Exhibit 3
8 is what UAIC told me was the underwriting file, and
9 Exhibit 4 is what UAIC told me was the claim file. Do you
10 know why these letters you sent are in neither one of those
11 exhibits?

12 **A** Well, at the time I sent the letters, there was
13 no claim set up for the letters, so I kept them in the
14 binder with me.

15 **Q** Where did you keep the binder?

16 **A** On my desk. In my file cabinet.

17 **Q** What kind of records were kept in the binder
18 besides the letters you just told me about?

19 **A** It was just letters, pretty much the same. If
20 there was no coverage, letters that were sent out advising
21 there was no coverage and that there was no claim open for
22 it.

23 **Q** So I just want to make sure I understand because
24 I asked earlier what kinds of records were kept in this
25 binder, so was it whenever you sent a letter out saying

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1 there's no coverage you would put it in this binder on any
2 claim?

3 **A Not on any claim because there wouldn't be a**
4 **claim open. If there was a claim open, it would have been**
5 **sent to the claim.**

6 **Q All right. If I misspoke, I apologize. Is it,**
7 **then, that any time you sent a letter to someone telling**
8 **them there was no coverage, you would keep a copy in the**
9 **binder?**

10 **A Correct.**

11 **Q Was this a binder that UAIC had you keep?**

12 **A Yes.**

13 **Q All right. So we got a -- Let me make sure I**
14 **understand it.**

15 **There's a claim file, right?**

16 **A A claims file?**

17 **Q Right. We know there's a claim file in**
18 **connection with this case. It's Exhibit 4, right?**

19 **A Correct.**

20 **Q And we've got an underwriting file we know exists**
21 **because it's Exhibit No. 3, right?**

22 **A Correct.**

23 **Q And then we've got a binder you would keep with**
24 **letters you would send to insureds or to people telling them**
25 **they didn't have coverage, correct?**

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1 **A Correct.**

2 **Q Was that part of your job assignment, then?**

3 **A Yes.**

4 **Q So your job, part of your job as a customer**
5 **service representative was to send letters to people telling**
6 **them you don't have coverage?**

7 **MR. DOUGLAS: Objection; foundation, may call for**
8 **a legal conclusion, speculation, vague.**

9 **You can answer, if you know.**

10 **THE WITNESS: We would, I would look into,**
11 **investigate. If there was no coverage, I would send a**
12 **letter advising that there was no coverage.**

13 **Q (By Mr. Sampson) Then you would keep that letter**
14 **in this binder?**

15 **A If there was no claim open, yes, the letter will**
16 **be kept in the binder.**

17 **Q And how often would you send a letter like that**
18 **when you were working as a customer service representative?**

19 **A I don't remember at that time how often I'd send**
20 **it out. I don't recall.**

21 **Q Describe the binder for me.**

22 **A It's a white binder, like three rings, white**
23 **binder.**

24 **Q You were holding your hand up a second ago. Was**
25 **it like a one-inch? Three-inch?**

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1 **A** **I don't know.**

2 **Q** I've actually seen bigger than, some of these
3 binders they make nowadays.

4 **A** **I don't think it's bigger than a two -- I**
5 **wouldn't know. I have to look at it. You know, probably**
6 **like a two-inch or so.**

7 **Q** Like a two-inch binder?

8 **A** **Yeah.**

9 **Q** I'm sorry. Did you say it was a three-ring
10 binder?

11 **A** **Yes.**

12 **Q** What other documents were kept in this two-inch,
13 three-ring binder besides letters to people telling them
14 they didn't have insurance?

15 **A** **Just that, just those documents.**

16 **Q** Is that a record, is that binder, do you know if
17 UAIC still keeps that kind of binder?

18 **A** **No. That's no longer, it's no longer kept like**
19 **that.**

20 **Q** How are the records kept now, if you know?

21 **A** **They are all uploaded into the files.**

22 **Q** Do you know when UAIC stopped using the binder
23 and started just uploading them into files?

24 **A** **No.**

25 **Q** Approximately when, you don't know?

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1 **A No.**

2 **Q When you made the switch from customer service**
3 **representative to adjuster, was UAIC still keeping the**
4 **binder?**

5 **A I don't remember.**

6 **Q Do you recall how many binders you went through**
7 **in your time as a customer service rep with UAIC?**

8 **A It was only one.**

9 **Q Besides the underwriting file and the claims file**
10 **and the binder that you would keep, are you aware of any**
11 **other records that would be kept related to insureds at**
12 **UAIC?**

13 **A No.**

14 **Q Is that a knock on the door?**

15 **A No.**

16 **Q Do you know how many letters you sent related to**
17 **Gary Lewis that were in the binder?**

18 **A Two letters.**

19 **Q That's because you recall reviewing them**
20 **previously with Mr. Douglas, correct?**

21 **A Correct.**

22 **Q Are there any other documents you reviewed prior**
23 **to giving your deposition testimony in this case?**

24 **A Just a copy of my deposition notice.**

25 **Q Okay. Anything else?**

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1 **A No.**

2 **Q The records we looked at that you had your name**
3 **on it related to Mr. Cordova, you didn't look at those**
4 **before you and I discussed them today, correct?**

5 **A Correct.**

6 **Q I had asked you previously approximately how many**
7 **of these letters to people saying you don't have coverage**
8 **you had sent out. I'm certainly not asking for, certainly**
9 **not asking for a specific number, but would you send out**
10 **like several in a week? Would you send one every six**
11 **months? One a day? What would be your best estimate?**

12 **A I don't remember. I mean, it was three years**
13 **ago, so I don't remember exactly, you know, how many I sent**
14 **out daily or weekly.**

15 **Q Do you remember if it was something that was part**
16 **of your regular daily duties, or would it only be something**
17 **you would do every now and then, do you recall?**

18 **A I don't recall.**

19 **Q I appreciate it was over three years ago now,**
20 **three some years ago. In fact, what date were the letters**
21 **sent, the ones that were kept in the binder and the ones**
22 **that relate to Mr. Lewis?**

23 **A I don't remember. I don't know the dates.**

24 **Q Okay. Do you know what month approximately?**

25 **A No. I don't remember.**

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1 Q Would there be days where you would not send this
2 type of letter out?

3 A I don't know. I wouldn't -- I don't remember.

4 Q As you sit here right now, then, you don't
5 remember any days that ever went by where you didn't send
6 this kind of letter to someone who was asked, I guess had a
7 question about coverage with UAIC?

8 MR. DOUGLAS: Objection. I think that misstates
9 her testimony and is vague, calls for speculation.

10 You can answer, if you know.

11 THE WITNESS: I don't remember.

12 Q (By Mr. Sampson) None that you recall as you sit
13 here right now. Fair statement?

14 A Say that again.

15 Q No such days that you recall as you sit here
16 right now, correct?

17 A Correct.

18 MR. DOUGLAS: Objection; asked and answered.

19 Q (By Mr. Sampson) Let me show you, I believe it's
20 Exhibit 5. Tell me if Exhibit 5 looks like this.

21 MR. DOUGLAS: Can we see Exhibit 5?

22 Q (By Mr. Sampson) It says Receipt Of Payment across
23 the top.

24 A Yes, it does look like that.

25 Q All right. Have you seen this document before

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1 today?

2 **A No.**

3 Q Do you have any idea how this document was
4 generated or what it is or anything like that?

5 **A No.**

6 Q In this document, do you see underneath -- well,
7 it says receipt of payment. You see that, right?

8 **A Where?**

9 Q Receipt of payment, in the upper left hand --

10 **A Okay. I see that.**

11 Q Underneath it it says U.S. Auto Insurance Agency.
12 Do you see that?

13 MR. DOUGLAS: Object. The document speaks for
14 itself, counsel.

15 MR. SAMPSON: If I was standing there, I'd point
16 to you, but I can't, Matt. You know that. Don't give me a
17 hard time.

18 Q (By Mr. Sampson) Where it says United Auto
19 Insurance Agency?

20 **A Yes.**

21 MR. DOUGLAS: Same objection.

22 Q (By Mr. Sampson) Do you see there's a line drawn
23 after some other information underneath that?

24 MR. DOUGLAS: Same objection.

25 THE WITNESS: A line...

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1 MR. DOUGLAS: That's fine. If you know, you can
2 answer.

3 THE WITNESS: I don't know.

4 Q (By Mr. Sampson) Okay. Well, I said that a second
5 ago, and your counsel said I misstated you.

6 You don't know what kind of policy Mr. Lewis had
7 with UAIC, do you?

8 A No, I don't know.

9 Q All right. That was my question previously when
10 your counsel said I misstated something. I wanted to make
11 sure we cleared that up.

12 Where it says here Policy Period and it's got a
13 year set out there, you don't know whether that's correct or
14 not, do you?

15 MR. DOUGLAS: Object to the extent the document
16 speaks for itself, may also call for legal conclusion.
17 She's already testified she doesn't know what this is.

18 To the extent you know, you can answer.

19 THE WITNESS: I don't know.

20 Q (By Mr. Sampson) Do you have any reason, as you
21 sit here right now, to refute the document that said
22 Mr. Lewis has a year-long policy with UAIC or had one?

23 MR. DOUGLAS: Objection; speculation, calls for
24 legal conclusion, foundation, vague.

25 You can answer, if you know.

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1 THE WITNESS: I don't know what type of policy he
2 had.

3 Q (By Mr. Sampson) All right. My question is: As
4 you sit here right now, you have no reason to dispute what
5 this document says it was, do you?

6 MR. DOUGLAS: Objection; foundation, speculation,
7 legal conclusion, vague.

8 THE WITNESS: Well, it looks like a receipt.
9 Everything else, I don't understand what's on there because
10 I've never dealt with this before so... I just see receipt
11 of payment and I'm thinking it's a receipt of payment.

12 Q (By Mr. Sampson) All right. My question is, it
13 says on here the policy was for a year. And my question is,
14 do you have any reason to dispute that?

15 MR. DOUGLAS: Same objection; document speaks for
16 itself, asked and answered.

17 Q (By Mr. Sampson) Go ahead.

18 MR. DOUGLAS: May call for legal conclusion,
19 vague, speculation, and again asked and answered.

20 You can answer if you know.

21 THE WITNESS: Looks like it says from 2007 to
22 2008.

23 Q (By Mr. Sampson) All right. My only question is
24 do you have any reason to dispute that that's accurate?

25 MR. DOUGLAS: Asked and answered.

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1 Q (By Mr. Sampson) Anything you're aware of or you
2 would say hold on, I know that's not right because... and
3 fill in the blank.

4 A I wouldn't know whether that's right or not right
5 because I've never seen this before so...

6 Q All right. Let me have you take a quick look at
7 Exhibit 1. Go ahead and take a moment to familiarize
8 yourself with that. I'm more interested in the exhibits, 1
9 through 7 at the back.

10 MR. DOUGLAS: I'm sorry, counsel. Exhibit 1 is
11 just one page.

12 MR. SAMPSON: I'm sorry. Which one is the one
13 for request for admissions, then?

14 MR. DOUGLAS: I don't know.

15 She's given us Exhibit 2. It looks like request
16 for admissions.

17 Q (By Mr. Sampson) I just -- attached to Exhibit 2
18 are seven other exhibits. I just want you to familiarize
19 yourself with those documents, and I'll just have a couple
20 of questions, I believe.

21 A Okay.

22 Q Do any of those documents look familiar to you at
23 all?

24 A No.

25 Q By the way, you said you sent a dec page out at

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1 one point in time, correct?

2 **A Correct.**

3 **Q That was sent to an attorney, correct?**

4 **A Correct.**

5 **Q You never sent the dec to Mr. Lewis, correct?**

6 **A Correct.**

7 **Q The documents you've looked at, exhibits one**
8 **through seven of Exhibit No. 2, you don't even have any idea**
9 **what those are, do you?**

10 **A Yeah. No. I wouldn't know. I don't know.**

11 **Q Told you I would only have a few questions on**
12 **those.**

13 **Who is Eric Cook?**

14 **A He is a claim adjuster now.**

15 **Q You say "now." Why do you say "now"?**

16 **A Because he was customer service back in 2007.**

17 **Q He was a customer service rep, like you, in 2007?**

18 **A Yes.**

19 **Q So was it your understanding that in 2007**

20 **Mr. Cook had the same job, basically, that you did?**

21 **A He did different, other things. I don't know**
22 **what exactly they were, but I know he had other duties**
23 **besides, just exactly what I did, he had other duties. I**
24 **don't know what they were, though.**

25 **Q Is there anything that you're aware of that fell**

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1 inside of your duties that would not be something Mr. Cook
2 would have done?

3 **A Besides my duties?**

4 Q No, no, no. I mean, is there anything that would
5 have been within your duties that Mr. Cook would not have
6 done?

7 **A No.**

8 Q All right. And in terms of is there anything
9 specifically you're aware of that were within Mr. Cook's
10 duties that were outside of what you had done?

11 MR. DOUGLAS: Objection; speculation.

12 Q (By Mr. Sampson) That you're aware of, again.
13 It's not speculation in the least. I just want to know what
14 you're aware of.

15 MR. DOUGLAS: Same objection.

16 THE WITNESS: That I am aware of? Yes.

17 Q (By Mr. Sampson) What?

18 **A Say that again.**

19 Q I thought you said yes.

20 **A Yes.**

21 Q There are some things you're aware of that he
22 would do that were outside --

23 **A Oh, no, no, no. I knew he did some things**
24 **besides what I did. I just don't know exactly what they**
25 **were. So I wouldn't be able to tell you exactly what he did**

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1 **besides what I did. I wouldn't know.**

2 Q I understand that. My only question is, is there
3 anything that's outside of what you would have done that you
4 are aware of that Mr. Cook would do?

5 MR. DOUGLAS: I think it's been asked and
6 answered, counsel.

7 MR. SAMPSON: You're wrong, but let the witness
8 answer now.

9 THE WITNESS: No.

10 Q (By Mr. Sampson) I do need you to go back to
11 Exhibit No. 2, just for a quick second. And under Exhibit
12 No. 2, I would like you to find exhibit number seven. I'm
13 sorry, six.

14 A **Six?**

15 Q Yes. Under Exhibit No. 2. There are multiple
16 sub-exhibits, and I want you to look at number six.

17 A **Okay.**

18 Q Do you have that one?

19 A **Yes.**

20 Q First of all, this document doesn't look familiar
21 to you, correct?

22 A **Correct.**

23 Q It's not something you would have been involved
24 in preparing, correct?

25 A **Correct.**

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1 Q Even now, right?

2 A Correct.

3 Q All right. I want you to look through really
4 quickly. It's called a renewal statement, do you see that?

5 A Yes, I see that up there.

6 Q And where it says renewal amount, it's 134. You
7 see that, correct?

8 A Correct.

9 Q And then it says No Later Than, and then there's
10 a 6/30/07. Do you see that?

11 A Yes.

12 Q All right. The very first sentence, correct me
13 if I'm wrong, says, "To avoid lapse in coverage, payment
14 must be received prior to expiration of your policy."

15 Ma'am, did I read that correctly?

16 MR. DOUGLAS: Document speaks for itself.

17 Q (By Mr. Sampson) Ma'am, did I read that correctly?

18 THE WITNESS: Yes.

19 MR. DOUGLAS: Same objection.

20 Q (By Mr. Sampson) Do you know what that means?

21 MR. DOUGLAS: I'll object to the extent that
22 calls for legal conclusion. I believe it's also vague.

23 You can answer, if you know.

24 BY MR. SAMPSON:

25 Q (By Mr. Sampson) I agree. The sentence is vague.

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1 You're right. I just want to know, do you know what that
2 means?

3 **A You're asking me?**

4 MR. DOUGLAS: Your question is vague, counsel.
5 Yes, he's asking you.

6 Q (By Mr. Sampson) My question is just to have read
7 the sentence and say do you know what that sentence means.

8 **A Yes.**

9 Q Sorry?

10 **A Yes.**

11 Q What does it mean to you?

12 **A To -- Well, pretty much what it says on there.**

13 **"To avoid lapse in coverage, payment must be received prior**
14 **to expiration of your policy."**

15 Q Okay. Other than reading the sentence back to
16 me, do you have any other explanation as to what that
17 sentence means?

18 **A No.**

19 Q All right. In the upper right-hand corner, what
20 is the expiration date on the document?

21 **A July 31st of 2007.**

22 MR. DOUGLAS: Same objection; document speaks for
23 itself.

24 Q (By Mr. Sampson) Do you have an understanding
25 where it says expiration date in the upper left-hand corner

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1 and expiration of your policy, in the sentence I read to
2 you, as to whether they mean the same thing or not?

3 **A I don't know. I mean...**

4 **Q** Okay. Are you aware of anything else that was
5 done in relation to Gary Lewis's policy or the claim made
6 against him, other than what we've talked about today?

7 **A No.**

8 **MR. SAMPSON:** Ma'am, those are the questions I
9 have for you. Thank you very much.

10 **THE WITNESS:** Thank you.

11 (1:17 p.m.)

12

GISELLE MOLINA

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1 STATE OF ARIZONA)

2) ss:

3 COUNTY OF MARICOPA)

4 BE IT KNOWN that the foregoing deposition was
5 taken before me, SANDRA L. MUNTER, a Certified Reporter for
6 the State of Arizona; that the witness before testifying was
7 duly sworn by me to testify to the whole truth; that the
8 questions propounded by counsel and the answers of the
9 witness thereto were taken down by me in shorthand and
10 thereafter transcribed either by me or under my direction;
11 that the foregoing pages are a true and accurate transcript
12 of all proceedings had upon the taking of said deposition,
13 all to the best of my skill and ability.

14 (X) Pursuant to request, notification was provided
15 that the deposition is available for review and signature.

16 () Review and signature was waived.

17 I FURTHER CERTIFY that I am in no way related to
18 any of the parties hereto, nor am I in any way interested in
19 the outcome hereof.

20 DATED at Phoenix, Arizona, this 11th day of
21 September, 2010.

22

23

SANDRA L. MUNTER, RPR/CSR

24

Certified Reporter

Certificate No. 50348

25

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<p>went 12:5,17 22:24 31:16 49:2 53:6 55:5 weren't 29:24 we'll 32:2 we're 6:18,24 46:5,16 we've 27:4 39:23 47:1 47:8,11,14,24 50:20 50:23 66:6 white 51:22,22 William 12:17 WINNER 4:14 witness 3:2 5:7 15:7 16:6,20 19:8 20:2 20:21 21:2,8,14 23:6 24:23 25:8,16 26:21 27:12,25 28:19 29:2,24 31:25 32:18 33:2 34:8,23 37:3,7 42:7 47:21 48:2,4 51:10 55:11 56:25 58:3,19 59:1 59:8,21 62:16 63:7 63:9 64:18 66:10 67:6,9 word 20:5 23:3,4,7,10 23:11,14 28:9 words 57:7 work 2:11 9:5,16 10:23 11:15,24 12:1 12:8 13:7,25 14:24 15:15,18 17:2 18:7 21:15 22:1 24:7,11 28:4,11 34:3 39:4 42:5 worked 7:7 8:14,25 9:4,17,20,24 36:6 36:20 working 7:5 8:5,17,20 8:24 9:10,15,20 10:25 11:22 18:8 51:18 works 36:13 wouldn't 5:25 12:10 21:19 22:24 27:14 27:15,16,17 29:13 31:11 35:2 36:19 37:4 40:16 50:3 52:5 55:3 60:4 61:10 62:25 63:1 write 6:2 written 2:14 wrong 15:23 17:5 27:17 37:19 63:7</p>	<p>64:13 wrote 36:24 <hr/> X X 3:1,8 X)Pursuant 67:14 <hr/> Y yeah 5:23 6:5 11:17 12:1 14:4,18,22 15:24 17:12 18:6 26:1 29:15 33:23 35:13 38:11 39:22 42:19 44:17 45:1,17 48:4 49:6 52:8 61:10 year 14:18 28:7 42:19 58:13 59:13 years 7:9 8:12 9:25 11:4,4 13:8 41:10 54:12,19,20 year-long 58:22 York 8:4,21,25 9:9 young 26:11 yup 5:23 <hr/> Z zip 13:20 <hr/> 0 07 9:21 42:22 09 14:21,22,23 <hr/> 1 1 2:6,9,11 3:10,11,18 5:3 35:24 36:7 40:25 44:6,6,8 60:7 60:8,10 1:17 66:11 10th 44:23 10/10 42:22 10/10/07 41:1 1000 4:10 11th 67:20 11:56 1:18 4:2 1117 4:14 13 3:6 134 64:6 141 3:12 19 3:15 <hr/> 2 2 3:12 36:8 44:6 60:15 60:17 61:8 63:11,12</p>	<p>63:15 2:09-cv-1348 1:8 20th 46:22 2000 2:9,11 12:17 2001 11:13,14 2003 2:6 2005 10:1 2006 10:1 2007 7:11 8:1,5 42:13 44:23 59:21 61:16 61:17,19 65:21 2008 8:10,11 43:9 59:22 2009 43:9 46:22 2010 1:17 4:2 67:21 2069 13:19 2415 1:23 <hr/> 3 3 3:10,12,13,13,16,17 33:6,14,15,18,21 34:1,15,19,25 35:5 35:15,20 44:6 48:16 49:7 50:21 3(a) 2:5 30 1:17 4:2 31st 65:21 32-4003(B) 2:9 39(f)(2) 2:1 <hr/> 4 4 3:16 30:23 31:19,20 32:5,8,24 34:10,11 34:17,18 35:23 36:8 40:25 43:21,22 44:6 44:6 45:25 46:2,15 47:15,21,22,25 48:13 49:9 50:18 49 3:16 <hr/> 5 5 3:6,10,12,13,16,17 3:17 5:3 55:20,20 55:21 50348 1:22 4:5 67:24 5995 13:19 <hr/> 6 6/30/07 64:10 <hr/> 7 7 60:9 7-206 2:5 7-206F(3) 2:8</p>	<p>7/8 42:13 700 1:23 78th 13:19 <hr/> 8 85016 1:24 85250 13:20 8800 4:3 89102 4:15 89107 4:10 <hr/> 9 9/26/2007 57:11 9/26/2008 57:11</p>
---	---	--	---

Depo International, L.L.C.
517 South Ninth Street, Las Vegas, NV 89101 (800) 982-3299

7/26/10
12:07:30United Automobile Underwriters Inc.
CommentsGSMOLI
DIARYR

Diary Number,....: NYA Q21926

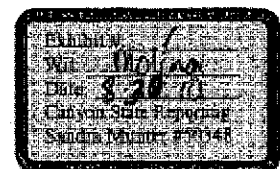
Date Entered	Time Entered	User ID	Comments
7/13/07	14:07	ECOOK	07/13/2007 ECOOK RCVD CALLED FROM INSD HE
7/13/07	14:07	ECOOK	STATES THAT HE HAD RAN OVER HIS BROTHER'S
7/13/07	14:07	ECOOK	LITTLE DAUGHTER ON 7/08/2007. INSD STATES
7/13/07	14:07	ECOOK	THAT THE DAUGHTER IS ARIGHT. I LOOK UP
7/13/07	14:07	ECOOK	INSD POL NO COVERAGE FOR 07/08/2007 CONFIRM
7/13/07	14:07	ECOOK	WITH U/W (DOUG). I INFORMED INSD THAT HE
7/13/07	14:07	ECOOK	DOES NOT HAVE COVERAGE. HE SAID OK.

F3=Exit

F5=Refresh

F6=Add Comment

F9=Change Comment



CHRISTENSEN

1 **REQT**
2 THOMAS CHRISTENSEN, ESQ.
3 Nevada Bar No. 2326
4 DAVID F. SAMPSON, ESQ.
5 Nevada Bar No. 6811
6 CHRISTENSEN LAW OFFICES, LLC
7 1000 S. Valley View Blvd.
8 Las Vegas, Nevada 89107
9 Attorneys for Plaintiffs

10 **UNITED STATES DISTRICT COURT**
11 **FOR THE DISTRICT OF NEVADA**

12 JAMES NALDER, Guardian Ad Litem for minor)
13 Cheyanne Nalder, real party in interest, and)
14 GARY LEWIS, Individually;)
15 Plaintiffs,)
16 vs.)
17 UNITED AUTOMOBILE INSURANCE CO.,)
18 DOES I through V, and ROE CORPORATIONS)
19 I through V, inclusive)
20 Defendants.)

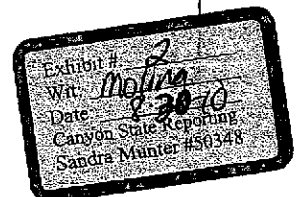
Case No.: 2:09-cv-1348 ECR-GWF

21 **PLAINTIFF JAMES NALDER'S FIRST SET OF REQUESTS FOR ADMISSIONS TO**
22 **DEFENDANT UNITED AUTOMOBILE INSURANCE CO.**

23 TO: UNITED AUTOMOBILE INSURANCE CO., Defendant; and

24 TO: MATTHEW DOUGLAS, ESQ., attorney for Defendant.

25 Pursuant to FRCP 36, Plaintiff, JAMES NALDER, hereby requests that the Defendant,
26 UNITED AUTOMOBILE INSURANCE CO., admit the truth of the following facts within thirty
27 (30) days after service of this Request for Admissions, for the purpose of this action only, and
28 subject to all pertinent objections to admissibility which may be interposed at the trial.



CHRISTIANSEN

1 **REQUEST NO. 1:** Admit that Defendant UNITED AUTOMOBILE INSURANCE CO.,
2 (hereinafter referred to as "UAIC") issued a policy of automobile insurance to GARY S.
3 LEWIS to cover LEWIS' 1994 Ford Ranger from 3/29/07 through 4/29/07 and the "RECEIPT
4 OF PAYMENT" from UAIC indicated that the "Type of Business" was "New Business". See
5 Exhibit "1".
6

7 **REQUEST NO. 2:** Admit that UAIC sent GARY LEWIS a "REVISED RENEWAL
8 STATEMENT", invoice date 4/26/07, providing GARY LEWIS the opportunity to renew his
9 policy with UAIC for the period of 4/29/07 through 5/29/07 for the sum of \$134.00. See
10 Exhibit "2"
11

12 **REQUEST NO. 3:** Admit that, pursuant to the "REVISED RENEWAL STATEMENT",
13 invoice date 4/26/07, GARY LEWIS made the requisite payment and renewed his policy with
14 UAIC, and that the "RECEIPT OF PAYMENT" from UAIC indicated the "Type of Business"
15 as "Renewal". See Exhibit "3"
16

17 **REQUEST NO. 4:** Admit that UAIC sent GARY LEWIS a "RENEWAL STATEMENT",
18 invoice date 5/9/07, providing GARY LEWIS the opportunity to again renew his policy with
19 UAIC for the period of 5/29/07 through 6/29/07 for the sum of \$134.00. See Exhibit "4"
20

21 **REQUEST NO. 5:** Admit that, pursuant to the "RENEWAL STATEMENT", invoice date
22 5/9/07, GARY LEWIS made the requisite payment and renewed his policy with UAIC and that
23 the "RECEIPT OF PAYMENT" from UAIC indicated the "Type of Business" as "Renewal".
24 See Exhibit "5"


25 **REQUEST NO. 6:** Admit that UAIC sent GARY LEWIS a "RENEWAL STATEMENT",
26 invoice date 6/11/07, providing GARY LEWIS the opportunity to again renew his policy with
27 UAIC for the period of 6/30/07 through 7/31/07 for the sum of \$134.00. See Exhibit "6"
28

1 **REQUEST NO. 7:** Admit that, pursuant to the "RENEWAL STATEMENT", invoice date
2 6/11/07, GARY LEWIS made the requisite payment and renewed his policy with UAIC, and
3 that the "RECEIPT OF PAYMENT" from UAIC indicated the "Type of Business" as
4 "Renewal". See Exhibit "7".
5

6 **REQUEST NO. 8:** Admit that UAIC continued to renew GARY LEWIS' policy throughout
7 2007, and continued to renew LEWIS' policy in 2008.
8

9 DATED this 5th day of October, 2009.

10 CHRISTENSEN LAW OFFICES, LLC

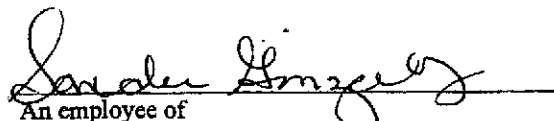
11
12
13 By: 
14 THOMAS CHRISTENSEN, ESQ.
15 Nevada Bar No. 2326
16 DAVID F. SAMPSON, ESQ.
17 Nevada Bar No. 6811
18 1000 S. Valley View Blvd.
19 Las Vegas, NV 89107
20 Attorneys for Plaintiffs
21
22
23
24
25
26
27
28

CHRISTENSEN

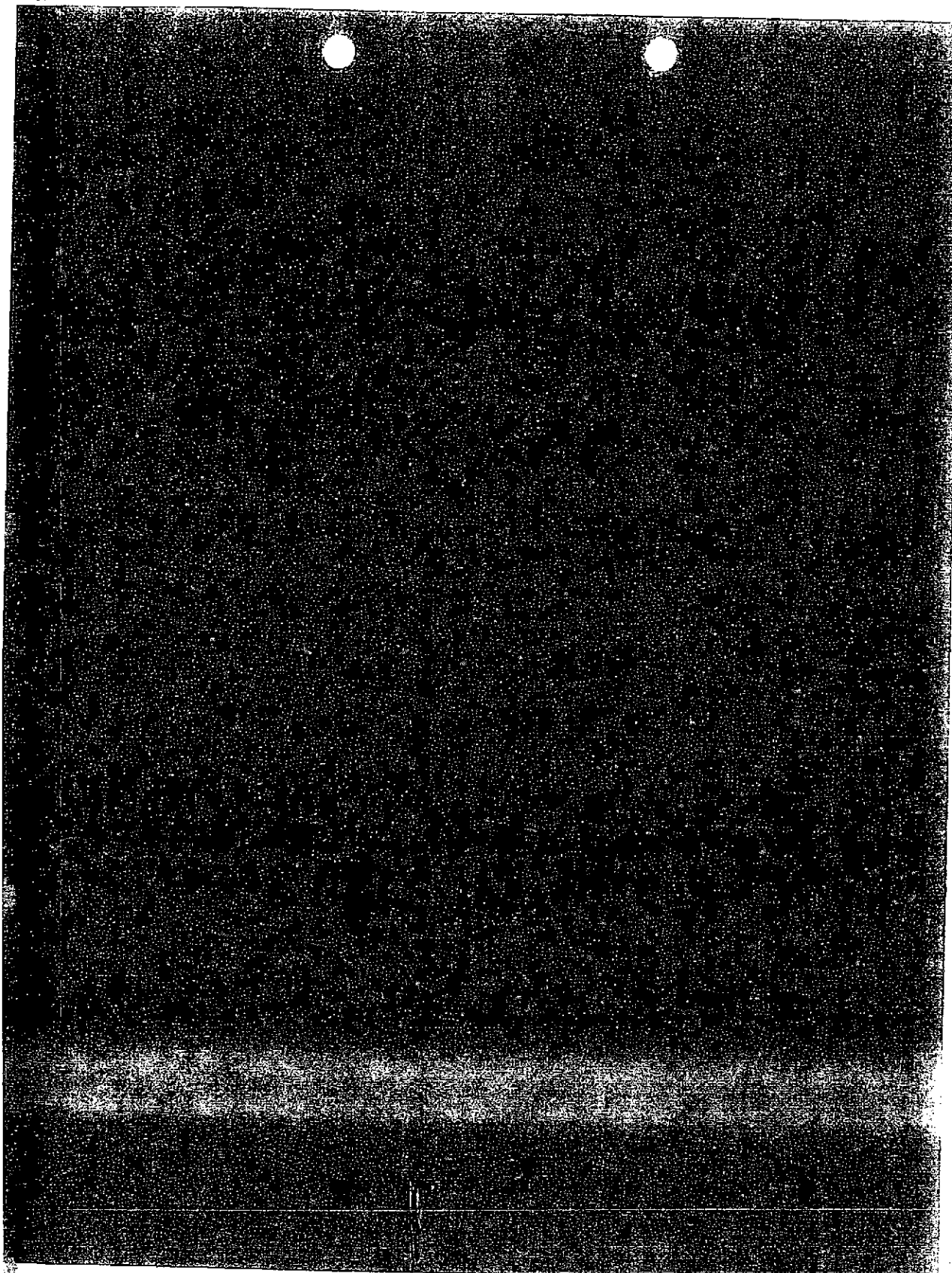
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of October, 2009, the foregoing
REQUESTS FOR ADMISSIONS was served by mailing a copy thereof, first class mail,
postage prepaid, addressed as follows:

MATTHEW DOUGLAS, ESQ.,
Nevada Bar No. 11371
1117 S. Rancho Dr.
Las Vegas, NV 89102
(702) 243-7000
Attorney for Defendant


An employee of
CHRISTENSEN LAW OFFICES, LLC





United Automobile Insurance Company
P.O. BOX 15007 LAS VEGAS, NV 89114-5007
Phone: (866) 209-4163 Fax: (866) 209-9631

SEMI-ANNUAL / MONTHLY PROGRAM RECEIPT OF PAYMENT

Date of Payment 03/29/2007 13:18:28

Policy Number NVA-21926

UAIC Producer Number 850006

UAIC User ID 850006

Type of Business NEW BUSINESS**Insured Details:**

GARY S LEWIS
5049 SPENCER ST Apt D
LAS VEGAS, NV 89119-2007

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 94.00

Total Now Due \$ 94.00

Payment Breakdown

Cash	\$ 94.00
------	----------

Check # _____ \$ 0.00



Credit / Debit Card	\$ 0.00
---------------------	---------

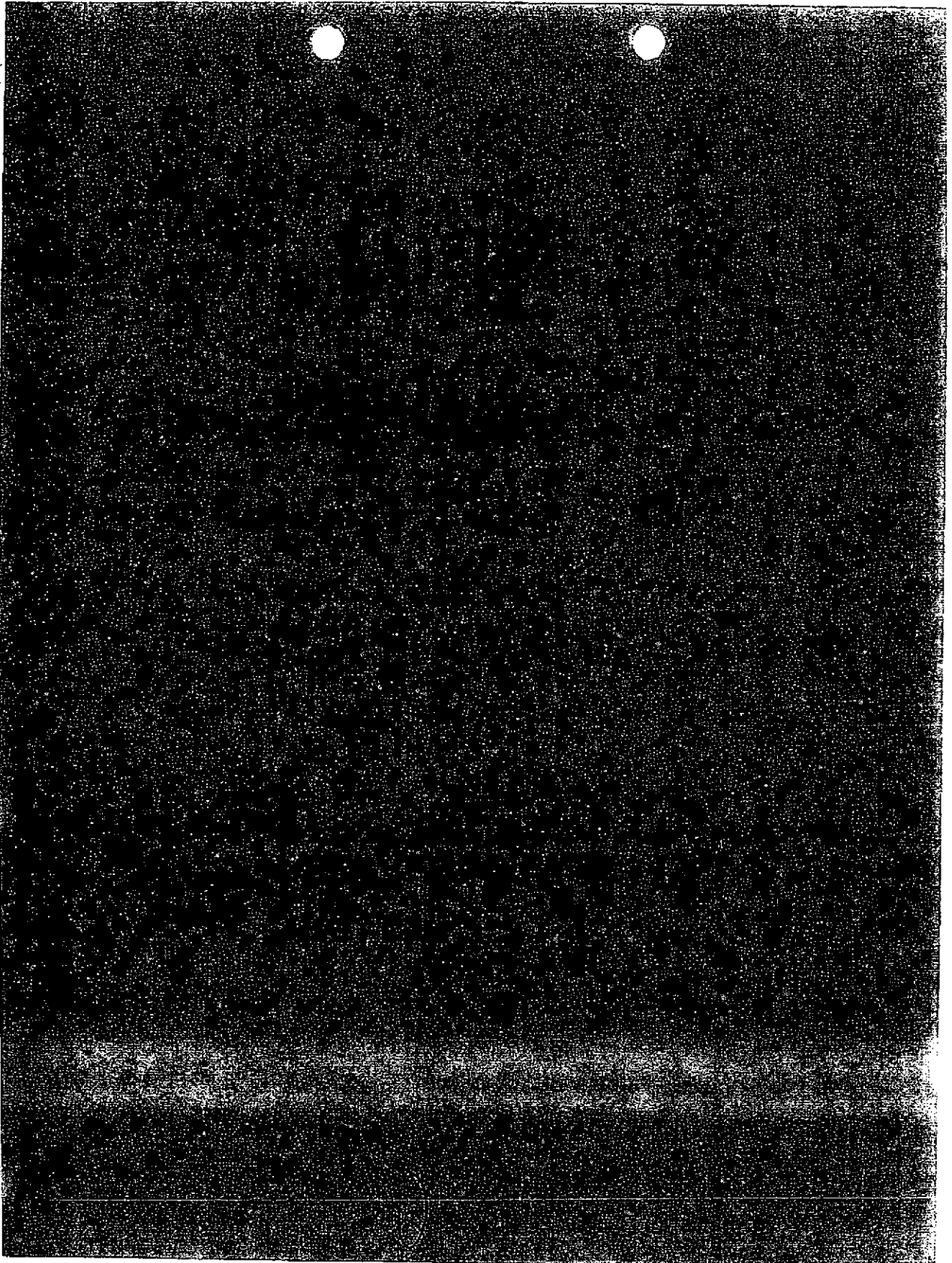
Money Order	\$ 0.00
-------------	---------

Total Payment Received **\$ 94.00**

Comments: _____

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

 <p>NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-9417 Fax (866) 209-9417</small></p> <p>INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p> <p>AGENCY: US AUTO INS AGENCY, INC. Phone #: (702) 876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Policy Number: NVA - 21926</td> <td>Effective Date: 03/29/2007</td> <td>TO: 04/29/2007</td> <td>Expiration Date:</td> </tr> <tr> <td>Year/Make/Model: 1994 FORD RANGER</td> <td colspan="3">VIN: 1FTCR10UXPC26207</td> </tr> </table> <p>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</p>	Policy Number: NVA - 21926	Effective Date: 03/29/2007	TO: 04/29/2007	Expiration Date:	Year/Make/Model: 1994 FORD RANGER	VIN: 1FTCR10UXPC26207			 <p>NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-9417 Fax (866) 209-9417</small></p> <p>INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p> <p>AGENCY: US AUTO INS AGENCY, INC. Phone #: (702) 876-0072</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Policy Number: NVA - 21926</td> <td>Effective Date: 03/29/2007</td> <td>TO: 04/29/2007</td> <td>Expiration Date:</td> </tr> <tr> <td>Year/Make/Model: 1994 FORD RANGER</td> <td colspan="3">VIN: 1FTCR10UXPC26207</td> </tr> </table> <p>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</p>	Policy Number: NVA - 21926	Effective Date: 03/29/2007	TO: 04/29/2007	Expiration Date:	Year/Make/Model: 1994 FORD RANGER	VIN: 1FTCR10UXPC26207		
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Year/Make/Model: 1994 FORD RANGER	VIN: 1FTCR10UXPC26207																
Policy Number: NVA - 21926	Effective Date: 03/29/2007	TO: 04/29/2007	Expiration Date:														
Year/Make/Model: 1994 FORD RANGER	VIN: 1FTCR10UXPC26207																
<p>The drivers listed below are on this policy:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674	<p>The drivers listed below are on this policy:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>	Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674				
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KRISTEN AMY SCOTT	2102503674																
Driver Name	Driver's License Number																
GARY S LEWIS	1701866927																
KRISTEN AMY SCOTT	2102503674																
<p>This card has been approved by the Commissioner of Insurance</p>	<p>This card has been approved by the Commissioner of Insurance</p>																
<p>In the event of an accident or loss:</p> <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plate numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. <p>COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185</p>	<p>In the event of an accident or loss:</p> <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plate numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. <p>COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185</p>																



Policy Number
NVA 000021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
April 29, 2007
Expiration Date
May 29, 2007
Invoice Date
April 26, 2007
DB01

* R E V I S E D *
* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119-2007

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 05/06/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.
Revised amount due to recent change in policy

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

___ Pay in installments. Enclosed is my down payment of \$ 134.00
and the remaining balance in 1 payments of \$.00
(Includes installment fee)

Company 14
Policy Number NVA -000021926
Agent Number 850-85 -850006
Due Date 05/06/07
Invoice Date 04/26/07
Invoice Number 3719592
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

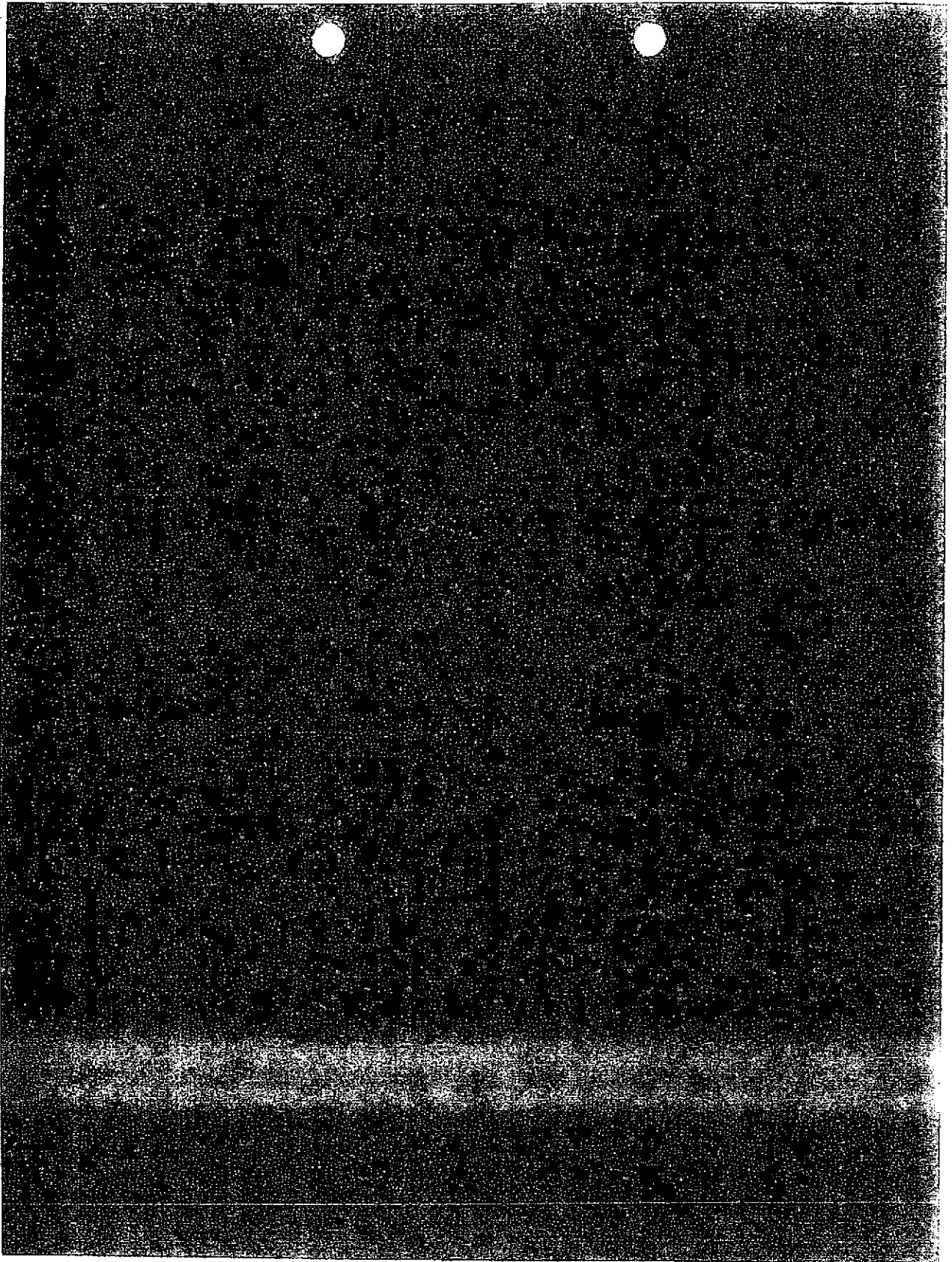
*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

2



United Automobile Insurance Company

P.O. BOX 15007 LAS VEGAS, NV 89114-5007

Phone: (866) 209-4163 Fax: (866) 209-9631

SEMI-ANNUAL / MONTHLY PROGRAM

RECEIPT OF PAYMENT

Date of Payment 04/28/2007 12:02:57

Policy Number NVA-10021926

UAIC Producer Number 850006

UAIC User ID _____

Type of Business RENEWAL

Insured Details

**GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119**

Agency Details

**US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072**

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

Payment Breakdown

Cash \$ 134.00

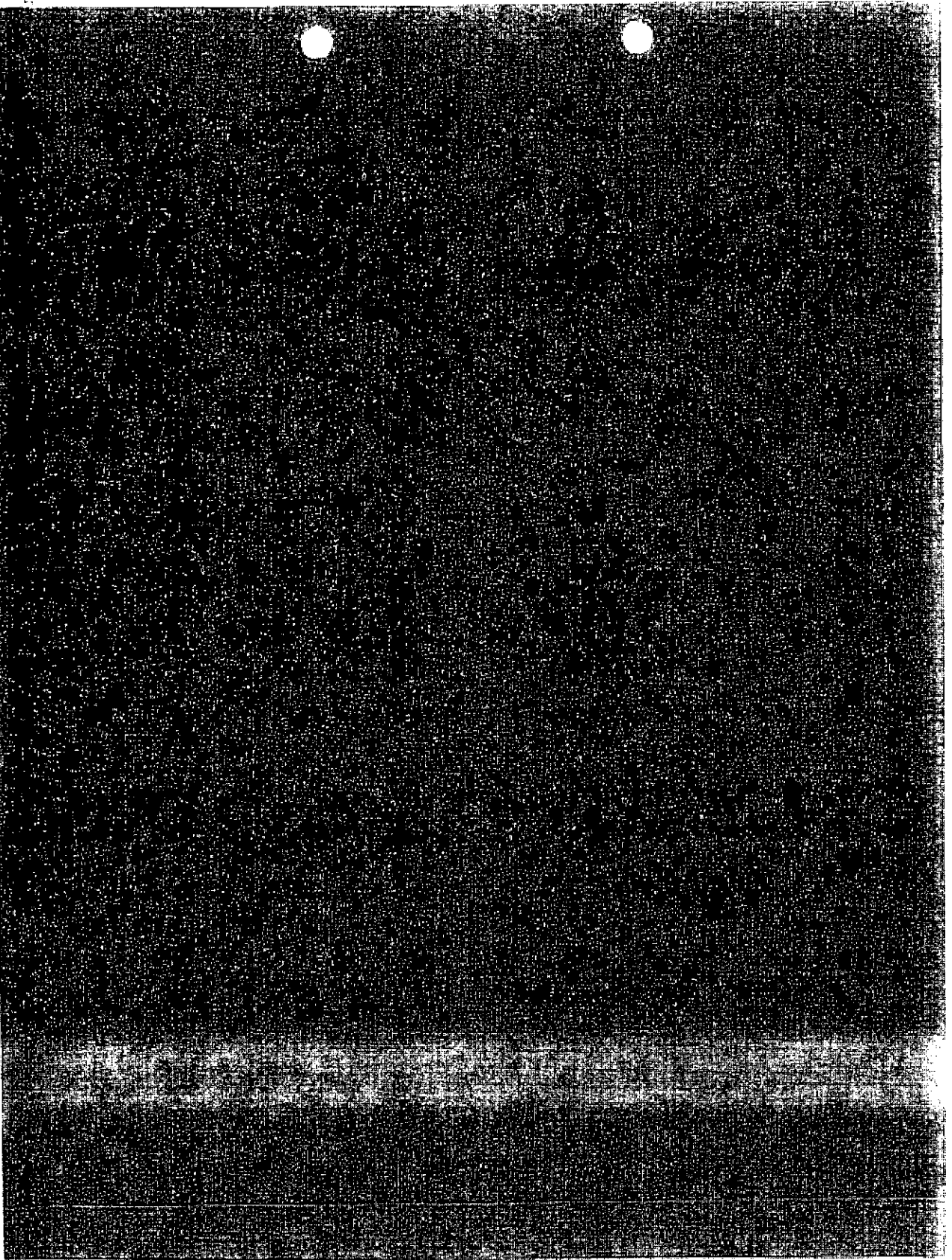
Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 134.00

Comments: _____



Policy Number NVA 010021926	UNITED AUTOMOBILE INSURANCE-NV P.O. BOX 15007 LAS VEGAS, NV 89114-5007	Effective Date May 29, 2007 Expiration Date June 29, 2007 Invoice Date May 09, 2007 DB01

* R E N E W A L *		
* S T A T E M E N T *		

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount	: * \$ 134.00	* No Later Than * 05/29/07 *
	*****	*****

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

___ Pay in installments. Enclosed is my down payment of \$ 134.00
and the remaining balance in 1 payments of \$.00
(Includes installment fee)

Company 14
Policy Number NVA -010021926
Agent Number 850-85 -850006
Due Date 05/29/07
Invoice Date 05/09/07
Invoice Number 3778428
Amount Due \$ 134.00

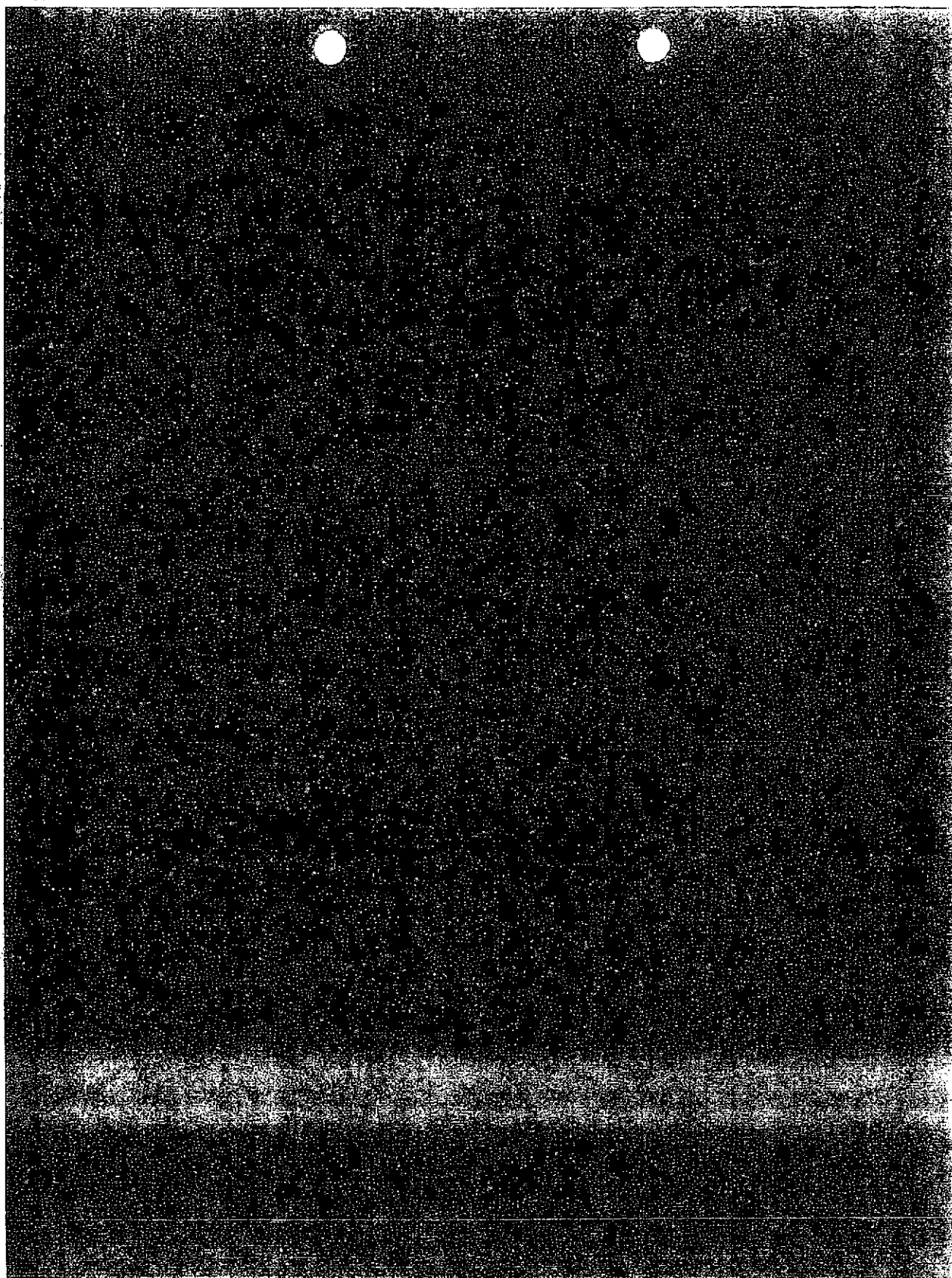
UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

**MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT**

Date of Payment 05/31/2007 09:12:19

Policy Number NVA -20021926

UAIC Producer Number 850006

UAIC User ID _____

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 09102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

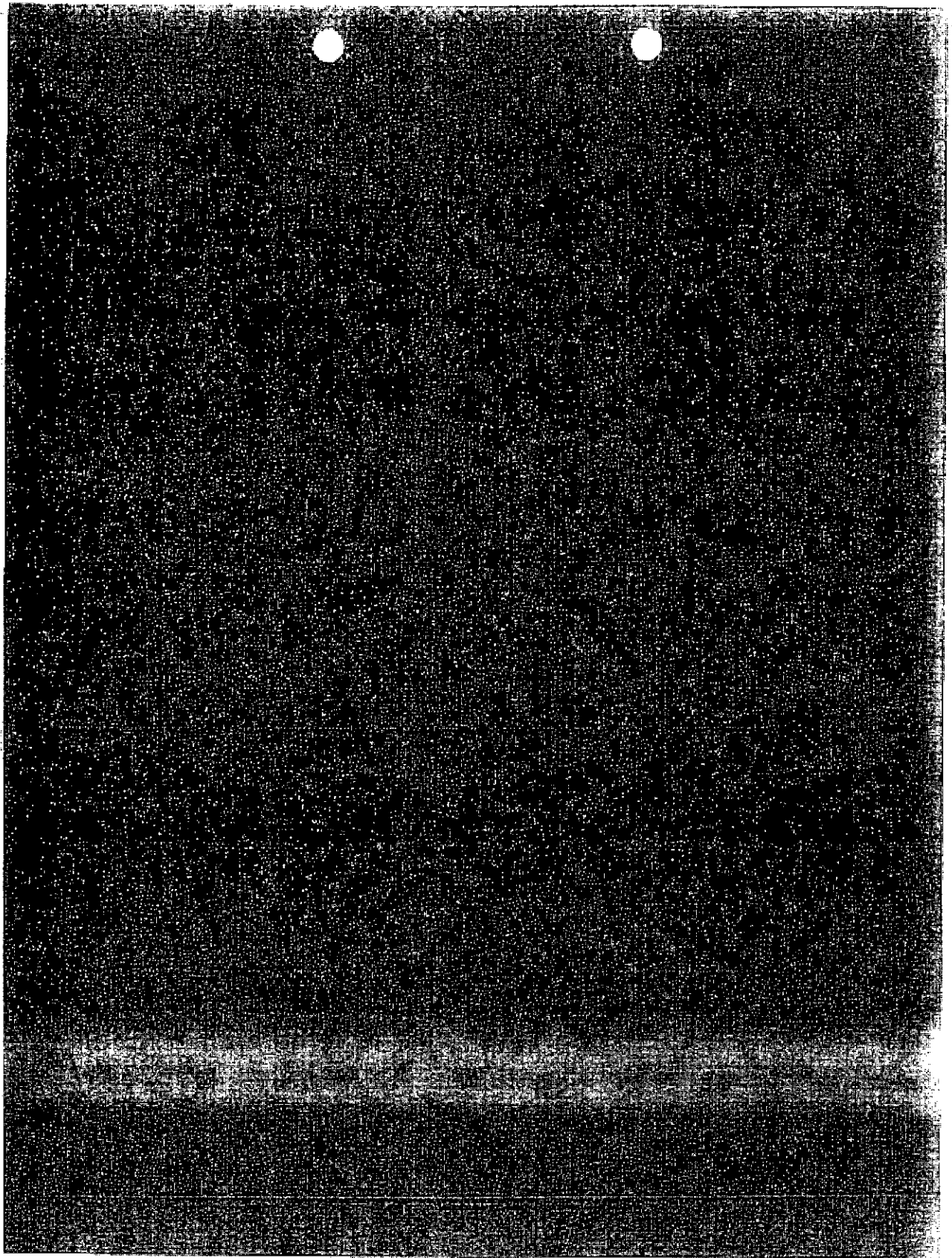
Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: _____



Policy Number
NVA 020021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
June 30, 2007
Expiration Date
July 31, 2007
Invoice Date
June 11, 2007
DB01

*
* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 06/30/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -020021926
Agent Number 850-85 -850006
Due Date 06/30/07
Invoice Date 06/11/07
Invoice Number 3932327
Amount Due \$ 134.00

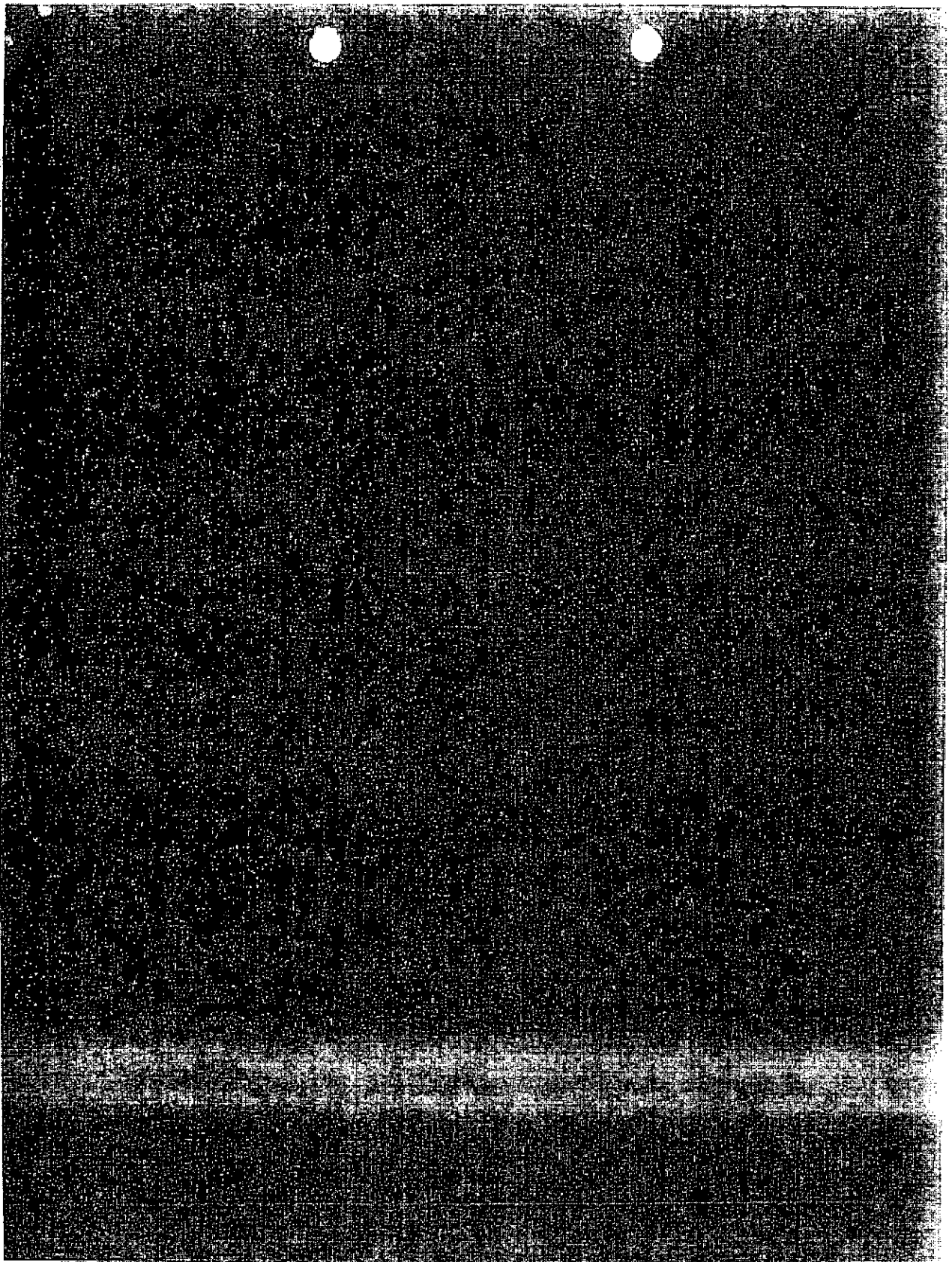
UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 07/10/2007 12:50:27

Policy Number NVA -30021926

UAIC Producer Number 850006

UAIC User ID _____

Type of Business RENEWAL

Insured Details

GARY SLEWIS
5049 SPENCER ST AptD
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SARARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: _____

ORIGINAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 000021926
AGENT #: 850-85-850006
DATE PROCESSED: March 29, 2007

COVERAGE PROVIDED

FROM: March 29, 2007 @ 1:18 P.M.
TO: April 29, 2007 @ 12:01 A.M.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119-2007

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS

TYPE OF DRIVER SR-22
Principal M

DESCRIPTION OF VEHICLE	VEHICLE YEAR	MAKE/MODEL	VEHICLE ID #	TER	CLASS	PTS	DISC
1	1996	CHEV PICKUP1500	1GCEC19M6TE214944	012	30MS	1	

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

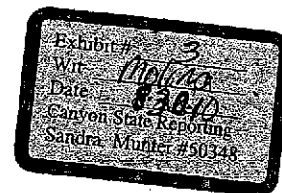
COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	PREMIUM DED.
Bodily Injury	15000/person	42.00
	30000/accnt	
Property Damage	10000/accnt	42.00
FULL TERM PREMIUM		84.00

POLICY FEE 10.00

TOTAL CHARGES 94.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:



COUNTER SIGNED: DATE 03/29/2007

By Gloria M. Cabrera

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-9431		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-9431									
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007									
AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072									
Policy Number: NVA - 21926	Effective Date 03/29/2007 TO	Expiration Date 04/29/2007	Policy Number: NVA - 21926								
Year/Make/Model 1996 CHEV PICKUP1500	VIN 1GCEC19M6TE214944	VIN 1GCEC19M6TE214944	Year/Make/Model 1996 CHEV PICKUP1500								
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND									
The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	GARY S LEWIS	1701866927	The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	GARY S LEWIS	1701866927
Driver Name	Driver's License Number										
GARY S LEWIS	1701866927										
Driver Name	Driver's License Number										
GARY S LEWIS	1701866927										
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance									
In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.		In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.									
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185									

United Automobile Insurance Company, Inc. P.O. Box 15007 • Las Vegas, NV 89114 - 5007 Phone 702-369-0312 Fax 702-369-0386 Toll Free 1-866-209-4163 • Fax 1-866-209-9631				Agency Name: US AUTO INS AGENCY, INC. Brokering Agent's Register No.: Address 3909 W. SAHARA AVE., STE. 4 City, State, Zip Code LAS VEGAS, NV 89102 Phone (702) 876-0072 Agent Code 850-85-850006 Home Phone (626) 926-7654 Work Phone			
FOR OFFICE USE ONLY: CLIENT ID 000002986523 POLICY# NVA - 21926							
1 Name of Applicant GARY S LEWIS				City LAS VEGAS State NV Zip 89119			
Mailing Address 5049 SPENCER ST Apt D				City LAS VEGAS State NV Zip 89119			
Garaging Address 5049 SPENCER ST Apt D				City LAS VEGAS State NV Zip 89119			
COVERAGE REQUESTED EFFECTIVE: FROM: 03/29/2007 TO: 04/28/2007 (1Month)							
APPLICANT WARRANTS THERE ARE NO OTHER DRIVERS IN THE HOUSEHOLD, OTHER THAN THOSE LISTED BELOW							
Any driver, whose driver's license under suspension or has no license, must be excluded by completing the Exclusion form							
2 Show Name and Date of Birth for all Principal Drivers and Residents of Household over the age of 14. Non-operators should be excluded.		BIRTH DATE MM/DD / YYYY	Class (Gender/Marital)	SR22	Territory	Driver Point	DIVER'S LICENSE NUMBER
APPLICANT GARY S LEWIS		04/28/1974	30MS	N	012	1	1701866927
DESCRIPTION OF AUTOMOBILE (S)							
Auto	Year	Make and Model	Body Type	VIN	Symbol		
1	1996	CHEV PICKUP1500	PKP 4X2	1GCEC19M6TE214944	10		
LOSS PAYEE INFORMATION							
Auto	Loss Payee	Address			City/ State / Zip		
1	(NONE)						
DESCRIPTION OF COVERAGE							
COVERAGES		LIMITS OF LIABILITY		PREMIUMS			
LIABILITY COVERAGE	BODILY INJURY LIABILITY	\$ 15000.00	each person	\$ 42.00	\$	\$	
	PROPERTY DAMAGE LIABILITY	\$ 30000.00	each accident	\$ 42.00	\$	\$	
MEDICAL PAYMENTS COVERAGE		\$ N/A	each person	\$	\$	\$	
UNINSURED / UNDERINSURED MOTORIST COVERAGE	BODILY INJURY LIABILITY	\$	each person	\$	\$	\$	
		\$	each accident	\$	\$	\$	
COVERAGE FOR DAMAGE TO YOUR AUTO		AUTO	AUTO	AUTO	\$	\$	\$
OTHER THAN COLLISION	ACV LESS DEDUCTIBLE	\$ N/A	\$ N/A	\$ N/A	\$	\$	\$
COLLISION	ACV LESS DEDUCTIBLE	\$ N/A	\$ N/A	\$ N/A	\$	\$	\$
TOWING AND RENTAL		\$	\$	\$	\$	\$	\$
SUB TOTALS				\$ 84.00	\$	\$	\$
Policy Fee and SR-22 fee are fully earned upon submission of this application to this Company.				SR-22 FEE	\$	\$	\$
A "Vehicle Inspection Form" or photos must be completed and attached for each vehicle purchasing comprehensive or collision coverage.				POLICY FEE	\$ 10.00	\$	\$
				TOTAL PREMIUM	\$ 94.00	\$	\$
5 Photos are required for all Vehicles with Comprehensive and Collision.							
Comments:							
6 TOTAL DISC BI/PO		%	MULTI-CAR	%	TRANSFER	%	RENEWAL
			PAID IN FULL	%			
7 TOTAL DISC MP/UM-UM		%	PASSIVE RESTRAINT	%			
8 TOTAL DISC COMP-COLL		%	TRANSFER	%	RENEWAL	%	PAID IN FULL
							%

LIST ALL ACCIDENTS AND VIOLATIONS FOR ALL DRIVERS BELOW				
Driver#	Driver Name	Date	Description of Accident or Violation	Location
1	GARY S LEWIS	08/01/2006	SPEEDING OVER 11-20 MPH ABOVE LIMIT	
1	GARY S LEWIS	08/01/2006	MINOR VIOLATION	

NOTICE OF OFFER AND REJECTION OF COVERAGE

Section 687B.145 of the Nevada law requires an insurer to offer you (the insured) Uninsured/Underinsured Motorist coverage at limits equal to the Bodily Injury limits in your policy and Medical Payments in an amount of at least \$1000. These coverages must be provided unless you elect not to carry one or both of these coverages by signing and dating the Notice of Rejection for each.

- Uninsured and Underinsured Motorist Coverage** protects the Named Insured (as shown on the application), the Named Insured's resident relatives, and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of a motor vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).
- Medical Payments Coverage** provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer. Coverage is also provided to any other person while occupying your insured auto.

UNINSURED AND UNDERINSURED MOTORISTS COVERAGE REJECTION - REJECTION MUST BE SIGNED IF NOT DESIRED

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage and I hereby reject this coverage.

Date 03/29/2007 Signature of Applicant: X

MEDICAL PAYMENT COVERAGE REJECTION - REJECTION MUST BE SIGNED IF NOT DESIRED

I have read and understand the provisions of Medical Payments coverage and I hereby reject this coverage.

Date 03/29/2007 Signature of Applicant: X

EXCLUSION OF NAMED DRIVER & PARTIAL REJECTION OF COVERAGES
WARNING - READ THIS ENDORSEMENT CAREFULLY!

This acknowledgement and rejection is applicable to all renewals or rewrites issued by any affiliated insurer or us. I agree that none of the insurance coverage afforded by this policy shall, except bodily injury liability coverage, apply while the following listed driver(s) (the excluded driver) is/are operating your covered auto or any other motor vehicle. You further agree that this endorsement will also serve as a rejection of Uninsured / Underinsured Motorist Coverage while your covered auto or any other motor vehicle is operated by the excluded driver.

NAME OF EXCLUDED DRIVER(S)	HAND WRITTEN NAME BY INSURED	BIRTHDATE	GENDER

As a condition for acceptance of this request by the Company, I agree to reimburse the Company for any Payment, including loss adjustment expenses, imposed upon the Company by law or to any Loss Payee or other third party of interest, as a result of a claim for loss, damage, or liability while any auto covered by the policy is being driven, operated or controlled with or without permission by the named insured.

I UNDERSTAND THAT THIS POLICY EXCLUDES, REDUCES, AND LIMITS COVERAGE FOR BODILY INJURY TO MEMBERS OF MY FAMILY AND OTHER NAMED INSURED, INCLUDED THE NAMES OF EXCLUDED DRIVERS I LISTED ABOVE.

Date 03/29/2007 Signature of Applicant: X

NON-BUSINESS USE

I hereby state that I do not use my Vehicle for any business purposes or delivery service of any type.
 Should my Vehicle be used for any business or delivery, I understand that there will be no coverage afforded under my current policy for any loss.

Date 03/29/2007 Signature of Applicant: X

14	UNDERWRITING QUESTIONS	Yes	No
	1. Does the applicant or any driver have a handicap or physical disability that substantially impairs the applicant(s)/driver(s) driving ability, which is NOT corrected by medical assistance?	___	NO
	2. Has any vehicle(s) listed on this application ever been salvaged, rebuilt or purchased in the "gray market"? (i.e., not manufactured for original sale in the U.S.)	___	NO
	3. Are all household residents, whether licensed or not, disclosed on this application?	YES	___
	4. Have you failed to list any drivers, such as children away from home or in college, who may operate your vehicle on a REGULAR or INFREQUENT basis? (If yes, please disclose all drivers).	___	NO
REMARKS: (include reference to vehicle and driver for each explanation)			
Date: 03/29/2007		Signature of Applicant: X	
		Page 3 of 3	

15	UNDERWRITING AND BINDING
	<p>The Brokering Agent has no authority to Bind the Company without first obtaining confirmation through a TELEPHONE, FAX or INTERNET BINDER and receiving a corresponding BINDER NUMBER. The Brokering Agent has no right to MAKE, ALTER, MODIFY or DISCHARGE any CONTRACT or POLICY issued on the basis of this application. This application for insurance must always be signed by the proposed insured. It is understood by the applicant that the premium on any policy issued on the basis of this application may be adjusted as a result of the motor vehicle report on any operator. It is further understood that the applicant shall be responsible for any additional premium from (1) additional coverages being added to this policy, (2) motor vehicle reports, (3) or any changes of classification which may develop. The undersigned by signature hereto, represents the statements and answers and understands that falsity, incompleteness, or incorrectness may jeopardize the coverage under such policy so issued or renewed. It is also hereby agreed and understood that misrepresentation of a material fact on this application may cause this coverage to be declared null and void as of the effective date. I (we) hereby agree and understand that any and all policy fees charged hereon may be declared fully earned by the company.</p> <p>I AGREE THAT IF ANY PORTION OF MY DOWN PAYMENT OR FULL PAYMENT CHECK IS RETURNED BY THE BANK FOR ANY REASON, COVERAGE WILL BE NULL AND VOID FROM INCEPTION.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.</p> </div> <p>I understand that this application is not a binder unless indicated as such on this form by the brokering agent. A copy of this application has been furnished to the applicant or insured and coverage is:</p> <p><input checked="" type="checkbox"/> Bound Effective Date and Time: 03 / 29 / 2007 1:18 a.m. / p.m.</p> <p><input type="checkbox"/> Not Bound</p> <p>Date: 03/29/2007 Signature of Applicant: X</p> <p>Date: 03/29/2007 Signature of Sales Agent: X ID: 850-85-850006 Agency: US AUTO INS AGENCY, INC.</p> <p>FOR OFFICE USE: CLIENT ID 000002986523 POLICY #: NVA - 21926</p>

NV APP 1-07

UNITED AUTOMOBILE INSURANCE COMPANY

PO Box 15007
Las Vegas, NV 89114-5007
Phone (702) 369-0312 • Fax (702) 369-0386
Toll Free (866) 209-4163 • Fax (866) 209-9631

NON-BUSINESS USE

*** Please read this document carefully! ***

I hereby state I do not use my Vehicle for any business purposes or delivery service of any type. Should my Vehicle be used for any business or delivery, I understand that there will be no coverage afforded under my current policy for any loss.

Agency Name US AUTO INS AGENCY, INC. Agent Code 850006

Named Insured GARY S LEWIS Policy # NVA-21926

Insured's Signature _____

Date 03/29/2007

NV BUS 1-07

UNITED AUTOMOBILE INSURANCE GROUP

NOTICE OF PRIVACY POLICY

Our Privacy Policy applies to all companies within the United Automobile Insurance Group family of companies, which includes the following:

United Automobile Insurance Company
Argus Fire & Casualty Insurance Company
National Insurance Management Company
NIMC Insurance Services, Inc.
United Premium Finance Company
Southwest Underwriters, Inc.
3iComp, Inc.

The United Automobile Insurance Group ("UAIG") protects customer information. We maintain physical, electronic and organizational safeguards to protect this information. We continually review our policies and practices, monitor our computer networks, and test the security of our systems to ensure safety of this information.

Information We May Collect

We collect and use information we believe is necessary to administer our business, to advise you about our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, such as those listed below:

Types of information we may collect and how we gather it:

1. From you, on applications or on other forms for our insurance products, through telephone or in-person interviews and from your insurance agent.
2. From your transactions with us, such as your payment history and underwriting and claim documents.
3. From non-UAIG companies, such as your driving record and claim history.

How We Use Information About You

We use customer information to underwrite your policies, process your claims, ensure proper billing, service your accounts and offer you other UAIG insurance and/or financial products we believe may suit your needs.

Information Disclosure

We share information about our transactions (such as payment of premium) and experiences with you (such as an auto accident) within UAIG and with UAIG agents to better serve you and to assist in meeting our current product and service needs. We may also disclose customer information about you to persons or organizations inside or outside our family of companies as permitted or required by law.

We share customer information as necessary to handle any claims that you may have and to protect you against fraud and unauthorized transactions. For example, we might share customer information such as name, address, and coverage information with an auto body shop to facilitate repairs on an auto damage claim.

Your Choice to Share Information

There are two types of information sharing - information sharing within UAIG and information sharing outside UAIG. We do not sell customer information. We do not provide customer information to persons or organizations outside UAIG for their own marketing purposes. The choice in the Special Notice, which follows, applies only to sharing of information within UAIG and your insurance agent. For example, if you are an auto policyholder, our ability to share information among other UAIG companies allows us not to ask again about your driving record if you apply for a commercial auto policy.

Special Notice Regarding the Sharing of Certain Information Within the UAIG Family of Companies

This notice applies only to the sharing of information within UAIG that does not involve your transactions or experiences with us.

What Information We Share: Unless you tell us not to, we may share information within UAIG that was obtained from your application, such as your occupation; or information obtained from your driving record or claims history. We may also verify information provided by you, such as information about the operators of your vehicles and members of your household.

Why We Share: We may share information about your within UAIG to enhance our service to you, to underwrite your policies, to measure your interest in our products and services, to improve existing products, to develop new products and to monitor customer trends.

Who We Share With: We may share information within the UAIG family of companies and with your insurance agent.

If you prefer that we not share this information within UAIG, call us toll free at 1-800-551-2110. Your choice will also apply to your joint accounts, if any. Your direction not to share this information does not limit UAIG from sharing certain information about you which is essential to conducting our business, such as processing any claim you may have, or information permitted or required by law. Your choice does limit our effort to market new products and services to you.

UAIG FP (06/06)

PAGE 1

AMENDED POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

POLICY #: NVA 000021926
AGENT #: 850-85-850006
DATE PROCESSED: April 25, 2007

COVERAGE PROVIDED
FROM: April 25, 2007 @ 4:09 P.M.
TO: April 29, 2007 @ 12:01 A.M.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #	TER	CLASS	PTS	DISC
1	1996	CHEV PICKUP1500	1GCEC19M6TE214944	012	30FS	0	.200
2	1994	FORD RANGER	1FTCR10UXKPC26207	012	30MS	1	.200

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.	
Bodily Injury	15000/person 30000/accdnt	29.00	33.00	
Property Damage	10000/accdnt	29.00	33.00	
		-----	-----	
FULL TERM PREMIUM		58.00	66.00	
				TOTAL PREMIUM 124.00
				CHANGE IN PREMIUM 6.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

ENDORSEMENT SUMMARY

Unit 2 added on 04/25/2007, Driver 2 added on 04/25/2007

04/25/2007		
Date	Time	Signature of Name Insured required
04/25/2007		
Date	Time	Agent signature required

COUNTER SIGNED: DATE 04/25/2007

By Elise M. Colina

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-4031		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-4031													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 Policy Number: NVA - 21926 Effective Date: 03/29/2007 Expiration Date: 04/29/2007 Year/Make/Model: 1996 CHEV PICKUP1500 VIN: 1GCEC19M6TE214944		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 Policy Number: NVA - 21926 Effective Date: 03/29/2007 Expiration Date: 04/29/2007 Year/Make/Model: 1996 CHEV PICKUP1500 VIN: 1GCEC19M6TE214944													
AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072													
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
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This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance													
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 													
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185													

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9417		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9417	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number: NVA - 21926	Effective Date 03/29/2007	TO 84/29/2007	Expiration Date 04/29/2007
Year/Make/Model 1994 FORD RANGER	VIN 1FTR10UXRPC26207		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:		The drivers listed below are on this policy:	
Driver Name GARY S LEWIS KRISTEN AMY SCOTT	Driver's License Number 1701866927 2102503674	Driver Name GARY S LEWIS KRISTEN AMY SCOTT	Driver's License Number 1701866927 2102503674
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance	
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 	
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185	



UNITED AUTOMOBILE INSURANCE COMPANY NEVADA

DRIVER AND ADDRESS ENDORSEMENT REQUEST FORM

Policy Number: NVA - 21926 Agent Name: _____
 Named Insured: GARY S LEWIS Agency Name: US AUTO INS AGENCY, INC.
 Endorsement Effective Date: 04/25/2007 Agency Address: 3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
 Brokering Agent's Register No.: _____

☐ CHANGE GARAGE ADDRESS: _____

☐ Change Mailing Address: _____

☒ ADD NEW PRINCIPAL DRIVER:

DRIVER	KRISTEN A SCOTT	09/16/1976	F	S	2102503674	NV
	Name	DOB	Gender	Marital Status	Drivers License No	DL State
Other	2003					
Relationship to Insured	Licensed >= 36 months	SR-22 Requirement	Case Number			
ACCOUNT RECEIVABLE WEST CORE CONSTRUCTION						
Occupation	Employer Name	Employer Address	City	State	Zip	
Violations: _____						

☐ UPDATED PRINCIPAL DRIVER:

DRIVER	Name	DOB	Gender	Marital Status	Drivers License No	DL State
Relationship to Insured	Licensed >= 36 months	SR-22 Requirement	Case Number			
Occupation	Employer Name	Employer Address	City	State	Zip	
Violations: _____						

☐ ADD NEW EXCLUDED DRIVER: (Exclusion Form Attached)

Name	DOB	Gender	Marital Status	Drivers License No	DL State
Relationship _____					

☐ DELETE EXISTING DRIVER: _____ (Exclusion Form Attached)

Name	Drivers License No
------	--------------------

☐ CORRECT DRIVERS LICENSE NUMBER FOR _____ Correct DL No. _____

☐ CORRECT NAME FOR _____

Date: 04/25/2007 Named Insured Signature: _____

Date: 04/25/2007 Agent Signature: _____ Producer ID: 850 - 85 - 850006

PO BOX 15007
 LAS VEGAS, NV 89114-5007
 PHONE: (866) 209-4163
 FAX: (866) 209-9631



UNITED AUTOMOBILE INSURANCE COMPANY NEVADA

VEHICLE AND COVERAGE ENDORSEMENT REQUEST FORM

Policy Number: NVA - 21926 Agent Name: _____
 Named Insured: GARY S LEWIS Agency Name: US AUTO INS AGENCY, INC.
 Endorsement Effective Date: 04/25/2007 Agency Address: 3909 W. SAHARA AVE., STE. 4
 Brokering Agent's Register No.: _____ LAS VEGAS, NV 89102

☒ **ADD NEW VEHICLE**
 1994 FORD RANGER PKP 4X2 1FTCR10UXRPC26207 06
 Year Make Model Body Style VIN Symbol Odometer
 Owned
 Ownership (Owned / Leased / Financed) Loss Payee Name Address City State Zip
☒ Liability Only ☐ Physical Damage Deductible: \$ _____

☐ **REPLACE BELOW VEHICLE WITH ABOVE NEW VEHICLE** (remove below vehicle from policy and add above vehicle)
 Year Make Model VIN Ownership Loss Payee Name City State

☐ **REMOVE VEHICLE FROM POLICY**
 Year Make Model VIN Ownership Loss Payee Name City State

☐ **UPDATE LOSS PAYEE ON EXISTING VEHICLE** ☐ **PAID OFF**
 Year Make Model VIN Loss Payee Name Address City State Zip

☐ **UPDATE VEHICLE VIN**
 Year Make Model Correct VIN # Ownership Loss Payee Name

☐ **ADD MEDICAL PAYMENTS TO POLICY**
☐ **REMOVE MEDICAL PAYMENTS ALTOGETHER FROM THE POLICY** (Med Pay Rejection form required)
☐ **ADD UNINSURED/UNDERINSURED MOTORIST TO POLICY**
☐ **REMOVE UNINSURED/UNDERINSURED MOTORIST ALTOGETHER FROM THE POLICY** (UM Rejection form required)
☐ **ADD PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES**

☐ **REMOVE PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES**

Year	Make	Model	VIN	Deductible

Year	Make	Model	VIN

Date: 04/25/2007

Named Insured Signature: _____

Date: 04/25/2007

Agent Signature: _____

Producer ID: 850 - 85 - 8500

PO BOX 15007
 LAS VEGAS, NV 89114-5007
 PHONE: (866) 209-4163
 FAX: (866) 209-9631

United Automobile Insurance Company

P.O. BOX 15007 LAS VEGAS, NV 89114-5007

Phone: (866) 209-4163 Fax: (866) 209-9631

SEMI-ANNUAL / MONTHLY PROGRAM

RECEIPT OF PAYMENT

Date of Payment 04/25/2007 16:09:12

Policy Number NVA -21926

UAIC Producer Number 850006

UAIC User ID _____

Type of Business ENDORSEMENT

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 6.00

Total Now Due \$ 6.00

Payment Breakdown

Cash \$ 6.00

Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 6.00

Comments: _____

Policy Number
NVA 000021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
April 29, 2007
Expiration Date
May 29, 2007
Invoice Date
April 26, 2007
DB01

* R E V I S E D *
* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119-2007

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 05/06/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.
Revised amount due to recent change in policy

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

___ Pay in installments. Enclosed is my down payment of \$ 134.00
and the remaining balance in 1 payments of \$.00
(Includes installment fee)

Company 14
Policy Number NVA -000021926
Agent Number 850-85 -850006
Due Date 05/06/07
Invoice Date 04/26/07
Invoice Number 3719592
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4167 Fax (866) 209-9431		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4167 Fax (866) 209-9431													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007													
AGENCY: US AUTO INS AGENCY, INC.		AGENCY: US AUTO INS AGENCY, INC.													
Policy Number:	Effective Date	Expiration Date	Policy Number:												
14 NVA - 000021926	4/29/07	TO 5/29/07	14 NVA - 000021926												
Year/Make/Model	VIN		Year/Make/Model												
96 CHEV PICKUP1500	1GCEC19M6TE214944		96 CHEV PICKUP1500												
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>1 GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>2 KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927	2 KRISTEN AMY SCOTT	2102503674	The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>1 GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>2 KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927	2 KRISTEN AMY SCOTT	2102503674
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Driver Name	Driver's License Number														
1 GARY S LEWIS	1701866927														
2 KRISTEN AMY SCOTT	2102503674														
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance													
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 													
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185													

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9631		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9631													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007													
AGENCY: US AUTO INS AGENCY, INC.		AGENCY: US AUTO INS AGENCY, INC.													
Policy Number: 14 NVA - 000021926	Effective Date 4/29/07	Policy Number: 14 NVA - 000021926	Effective Date 4/29/07												
Year/Make/Model 94 FORD RANGER	Expiration Date 5/29/07 VIN 1FTCR10UXRPC26207	Year/Make/Model 94 FORD RANGER	Expiration Date 5/29/07 VIN 1FTCR10UXRPC26207												
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
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In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 													
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United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 21926 **Named Insured** GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☒ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 04/26/07 **Signature of Named Insured** _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☒ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 04/26/07 **Signature of Named Insured** _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

Policy Number
NVA 000021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
April 29, 2007
Expiration Date
May 29, 2007
Invoice Date
April 09, 2007
DB01

* * * * *
* * * * *
* * * * *
* * * * *
* * * * *
* * * * *
* * * * *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119-2007

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 94.00 * No Later Than * 04/29/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 94.00



___ Pay in installments. Enclosed is my down payment of \$ 94.00
and the remaining balance in 1 payments of \$.00
(Includes installment fee)

Company	14	UNITED AUTOMOBILE INSURANCE-NV
Policy Number	NVA -000021926	GARY S LEWIS
Agent Number	850-85 -850006	US AUTO INS AGENCY, INC.
Due Date	04/29/07	
Invoice Date	04/09/07	*** RENEWAL STATEMENT ***
Invoice Number	3637491	
Amount Due	\$ 94.00	Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4167 Fax (866) 209-9417</small>		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4167 Fax (866) 209-9417</small>									
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		AGENCY: US AUTO INS AGENCY, INC.									
Policy Number: 14 NVA - 000021926 <small>Year/Make/Model</small> 96 CHEV PICKUP1500	Effective Date 4/29/07	Expiration Date TO 5/29/07 <small>VIN</small> 1GCEC19M6TE214944	Policy Number: 14 NVA - 000021926 <small>Year/Make/Model</small> 96 CHEV PICKUP1500								
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND									
The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>1 GARY S LEWIS</td> <td>1701866927</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927	The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>1 GARY S LEWIS</td> <td>1701866927</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927
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1 GARY S LEWIS	1701866927										
Driver Name	Driver's License Number										
1 GARY S LEWIS	1701866927										
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance									
In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.		In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.									
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185									



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 21926 Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER
OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE
<p>The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.</p> <p>Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).</p> <p>IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.</p> <p>I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage</p> <p><input checked="" type="checkbox"/> I hereby REJECT this coverage</p> <p><input type="checkbox"/> I hereby SELECT this coverage</p> <p>Date <u>04/09/07</u> Signature of Named Insured _____</p>

OFFER OF MEDICAL PAYMENT COVERAGE
<p>The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.</p> <p>Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.</p> <p>IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.</p> <p>I have read and understand the provisions of Medical Payment Coverage.</p> <p><input checked="" type="checkbox"/> I hereby REJECT this coverage</p> <p><input type="checkbox"/> I hereby SELECT this coverage</p> <p>Date <u>04/09/07</u> Signature of Named Insured _____</p>

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 010021926
AGENT #: 850-85-850006
DATE PROCESSED: April 28, 2007

COVERAGE PROVIDED
FROM: April 29, 2007 @ 12:01 A.M.
TO: May 29, 2007 @ 12:01 A.M.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE		VEHICLE ID #	TER	CLASS	PTS	DISC
VEHICLE	YEAR MAKE/MODEL					
1	1996 CHEV PICKUP1500	1GCEC19M6TE214944	012	30FS	0	.200
2	1994 FORD RANGER	1FTCR10UXRPC26207	012	30MS	1	.200

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person	29.00	33.00
	30000/accdnt		
Property Damage	10000/accdnt	29.00	33.00
		-----	-----
FULL TERM PREMIUM		58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES. 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 04/28/2007

By Glenn M. Cabrera

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9451		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9451	
INSURED: GARY S LEWIS 3049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702) 876-0072	
Policy Number: NVA - 10021926		Effective Date 04/29/2007	
Expiration Date TO 05/29/2007		Policy Number: NVA - 10021926	
Year/Make/Model 1996 CHEV PICKUP1500		Effective Date 04/29/2007	
VIN 1GCEC19M6TE214944		Expiration Date TO 05/29/2007	
Year/Make/Model 1996 CHEV PICKUP1500		VIN 1GCEC19M6TE214944	
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND	
The drivers listed below are on this policy:		The drivers listed below are on this policy:	
Driver Name GARY S LEWIS KRISTEN AMY SCOTT	Driver's License Number 1701866927 2102503674	Driver Name GARY S LEWIS KRISTEN AMY SCOTT	Driver's License Number 1701866927 2102503674
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance	
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 	
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185	

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-5531</small>		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-5531</small>													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119													
AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072													
Policy Number: NVA - 10021926	Effective Date: 04/29/2007	Expiration Date: 05/29/2007	Policy Number: NVA - 10021926												
Year/Make/Model: 1994 FORD RANGER		Year/Make/Model: 1994 FORD RANGER													
VIN: 1FTCR10UXRPC26207		VIN: 1FTCR10UXRPC26207													
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674	The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674
Driver Name	Driver's License Number														
GARY S LEWIS	1701866927														
KRISTEN AMY SCOTT	2102503674														
Driver Name	Driver's License Number														
GARY S LEWIS	1701866927														
KRISTEN AMY SCOTT	2102503674														
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance													
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 													
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185													

United Automobile Insurance Company

P.O. BOX 15007 LAS VEGAS, NV 89114-5007

Phone: (866) 209-4163 Fax: (866) 209-9631

SEMI-ANNUAL / MONTHLY PROGRAM

RECEIPT OF PAYMENT

Date of Payment 04/28/2007 12:02:57

Policy Number NVA-10021926

UAIC Producer Number 858006

UAIC User ID _____

Type of Business RENEWAL

Insured Details

GARY S LEWIS

5049 SPENCER ST Apt.D

LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.

3909 W. SAHARA AVE., STE. 4

LAS VEGAS, NV 89102

PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

Payment Breakdown

Cash \$ 134.00

Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 134.00

Comments: _____

UNITED AUTOMOBILE INSURANCE COMPANY

PO Box 15007
Las Vegas, NV 89114-5007
Phone (702) 369-0312 • Fax (702) 369-0386
Toll Free (866) 209-4163 • Fax (866) 209-9631

NON-BUSINESS USE

***** Please read this document carefully! *****

I hereby state I do not use my Vehicle for any business purposes or delivery service of any type. Should my Vehicle be used for any business or delivery, I understand that there will be no coverage afforded under my current policy for any loss.

Agency Name US AUTO INS AGENCY, INC. Agent Code 850006

Named Insured GARY S LEWIS Policy # NVA - 10021926

Insured's Signature _____

Date 04/28/2007

NV BUS 1-07

Policy Number
NVA 010021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
May 29, 2007
Expiration Date
June 29, 2007
Invoice Date
May 09, 2007
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 05/29/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00
___ Pay in installments. Enclosed is my down payment of \$ 134.00
and the remaining balance in 1 payments of \$.00
(Includes installment fee)

Company 14	UNITED AUTOMOBILE INSURANCE-NV
Policy Number NVA -010021926	GARY S LEWIS
Agent Number 850-85 -850006	US AUTO INS AGENCY, INC.
Due Date 05/29/07	
Invoice Date 05/09/07	*** RENEWAL STATEMENT ***
Invoice Number 3778428	
Amount Due \$ 134.00	Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 10021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 05/09/07

Signature of Named Insured

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 05/09/07

Signature of Named Insured

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS.
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV. 89114-5007

PAGE 1

POLICY #: NVA 020021926
AGENT #: 850-85-850006
DATE PROCESSED: May 31, 2007

COVERAGE PROVIDED

FROM: May 31, 2007 @ 9:12 A.M. P.D.T.
TD: June 30, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE
VEHICLE YEAR MAKE/MODEL VEHICLE ID #
1 1996 CHEV PICKUP1500 1GCRC19M6TE214944
2 1994 FORD RANGER 1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM OED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person	29.00
Property Damage	30000/accdnt	33.00
FULL TERM PREMIUM	29.00	33.00
	58.00	66.00

POLICY FEE 10.00



TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:



COUNTER SIGNED: DATE 05/31/2007

By Eli M. Cabana

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number NVA - 20021926	Effective Date 8/5/21/2007	TO 06/30/2007	Expiration Date
Year/Make/Model 1996 CHEV PICKUP1500	VIN 1GCEC19M6TE214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND	
The drivers listed below are on this policy:			
Driver Name		Driver's License Number	
GARY S LEWIS KRISTEN AMY SCOTT		1701866927 2102503674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC. Phone # : (702)876-0072	
Policy Number NVA - 28021926	Effective Date 8/31/2007	TO 06/30/2007	Expiration Date
Year/Make/Model 1994 FORD RANGER	VIN 1FTCR18UXRPC26207		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name		Driver's License Number	
GARY S LEWIS		1701866927	
KRISTEN AMY SCOTT		2102503674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-289-4163 FAX: 866-289-9631

**MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT**

Date of Payment 05/31/2007 09:12:19

Policy Number NVA -20021926

UAIC Producer Number 850006

UAIC User ID

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments:

Policy Number
NVA 020021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
June 30, 2007
Expiration Date
July 31, 2007
Invoice Date
June 11, 2007
DB01

* * * * *
*
* R E N E W A L *
* S T A T E M E N T *
*
* * * * *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 06/30/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -020021926
Agent Number 850-85 -850006
Due Date 06/30/07
Invoice Date 06/11/07
Invoice Number 3932327
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 20021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 06/11/07

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 06/11/07

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 030021926
AGENT #: 850-85-850006
DATE PROCESSED: July 10, 2007

COVERAGE PROVIDED

FROM: July 10, 2007 @ 12:50 P.M. P.D.T.
TO: August 10, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE	VEHICLE ID #
VEHICLE YEAR MAKE/MODEL	
1 1996 CHEV PICKUP1500	1GCEC19M6TE214944
2 1994 FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1	VEHICLE 2
		PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00	33.00
	30000/accnt		
Property Damage	10000/accnt	29.00	33.00
		-----	-----
FULL TERM PREMIUM		58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 07/10/2007

By

Eric M. Cabrera

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 39021926	07/10/2007		08/10/2007
Year/Make/Model		VIN	
1996 CHEV PICKUP1500		1GCBC19M6TE214944	
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name		Driver's License Number	
GARY S LEWIS		1701866927	
KRISTEN AMY SCOTT		2102503674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines.

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD													
United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119													
AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072													
Policy Number NVA - 30021926	Effective Date 07/10/2007	TO Expiration Date 08/10/2007	Policy Number NVA - 30021926												
Year/Make/Model 1994 FORD RANGER	VIN 1FTCR10UXRPC26207	Year/Make/Model 1994 FORD RANGER	VIN 1FTCR10UXRPC26207												
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674	The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	GARY S LEWIS	1701866927	KRISTEN AMY SCOTT	2102503674
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GARY S LEWIS	1701866927														
KRISTEN AMY SCOTT	2102503674														
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance													
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 		In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 													
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185													

United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 07/10/2007 12:50:27

Policy Number NVA -30021926

UAIC Producer Number 850006

UAIC User ID

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments:

Policy Number NVA 030021926 UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007
Effective Date August 10, 2007
Expiration Date September 10, 2007
Invoice Date July 25, 2007
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 08/10/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -030021926
Agent Number 850-85 -850006
Due Date 08/10/07
Invoice Date 07/25/07
Invoice Number 4148046
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 30021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 07/25/07

Signature of Named Insured

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 07/25/07

Signature of Named Insured

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 040021926
AGENT #: 850-85-850006
DATE PROCESSED: August 13, 2007

COVERAGE PROVIDED
FROM: August 13, 2007 @ 9:34 A.M. P.D.T.
TO: September 13, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE	VEHICLE ID #
1 1996 CHEV CL500	1GCEC19M6TE214944
2 1994 FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	3DPS	0		.200	Y	N	N	N	Y	N	N	N
2	06	012	30MS	1		.200	Y	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1	VEHICLE 2
		PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00	33.00
	30000/accnt		
Property Damage	10000/accnt	29.00	33.00
		-----	-----
FULL TERM PREMIUM		58.00	66.00

POLICY FEE 10.00



TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:



COUNTER SIGNED: DATE 08/13/2007

By _____

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number NVA - 40021926	Effective Date 08/13/2007	Expiration Date TO 09/13/2007	Policy Number NVA - 40021926
Year/Make/Model 1996 CHEV C1500		VIN 1GCEC19M6TE214944	
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND	
The drivers listed below are on this policy:			
Driver Name		Driver's License Number	
GARY S LEWIS KRISTEN AMY SCOTT		1701866927 2102503674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 		In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 	
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Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
AGENCY: US AUTO INS AGENCY, INC. Phone #: (702) 876-0072		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702) 876-0072	
Policy Number NVA - 40021926	Effective Date 08/13/2007	Expiration Date TO 09/13/2007	Policy Number NVA - 40021926
Year/Make/Model 1994 FORD RANGER	VIN 1FTCR10UXRPC26207		Year/Make/Model 1994 FORD RANGER
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND	
The drivers listed below are on this policy:		The drivers listed below are on this policy:	
<u>Driver Name</u>	<u>Driver's License Number</u>	<u>Driver Name</u>	<u>Driver's License Number</u>
GARY S LEWIS	1701866927	GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674	KRISTEN AMY SCOTT	2102503674
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance	
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 		In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 	
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United Automobile Insurance Company

P.O. BOX 15007
 LAS VEGAS, NV 89114
 PHONE: 866-209-4163 FAX: 866-209-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 08/13/2007 09:34:05

Policy Number NVA -40021926

UAIC Producer Number 850006

UAIC User ID _____

Type of Business RENEWAL

Insured Details

GARY S LEWIS
 5049 SPENCER ST Apt.D
 LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
 3909 W. SAHARA AVE., STE. 4
 LAS VEGAS, NV 89102
 PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: _____

8/24/2007 05:12 FAX 17029762601

E

001



UNITED AUTOMOBILE INSURANCE COMPANY

PO Box 15007, Las Vegas, NV 89114-5007

Phone: 866-209-4163 U/W Fax: 866-209-9631 Claims Fax: 866-209-9417

August 21, 2007

GARY S LEWIS
5049 SPENCER ST #D
LAS VEGAS, NV 89119

8/23/07 - Collected left message on Lewis's
cellphone. Call time was at 4:47 PM

Sent Out Test Card

Re: Policy Number NVA 10021926
Policy Term 4/29/2007 to 5/29/2007

Dear Named Insured:

We received notice from the Nevada Department of Motor Vehicles that there is a discrepancy with the registration for the 1984 FORD RANGER. In order to provide DMV with proof of insurance during the above policy term, please complete the following information or provide a copy of the vehicle registration and return in the enclosed envelope by 9/12/2007:

Vehicle Identification Number (VIN): _____

Registered Owner(s) Name: _____

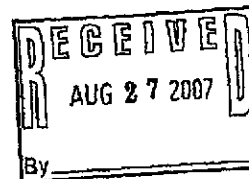
Provide the STATE where the vehicle registered: _____

Failure to respond could result in future problems with the Nevada Department of Motor Vehicles.

Thank you,

United Automobile Insurance Company

cc: Agent # 850006
File



051507A

08/24/2007 05:12 FAX 17029762901

This certificate shows registered ownership only. Legal ownership is shown on the certificate of title.

You Must:

- Maintain security (insurance or qualified self-insurer) for a motor vehicle for the entire time the vehicle is registered in Nevada.
- **VEHICLE MUST BE INSURED BY AN INSURANCE COMPANY LICENSED IN THE STATE OF NEVADA.**
- If you cancel your insurance you must cancel your registration certificate and bring plates in order to avoid registration suspension and reinstatement fees of up to \$250.00.
- Remove your plates if you sell this vehicle. As soon as possible, either officially transfer your plates to another vehicle owned by you, or surrender the plates to the Department of Motor Vehicles. If plates are not transferred or surrendered within 45 days, the registered owner may be subject to monetary penalties.
- Carry this certificate, or a legible copy, in the vehicle.
- Immediately apply for a duplicate if your registration certificate or license plates/decals are lost, mutilated, or illegible.
- Notify the Department of Motor Vehicles within 30 days of moving to a new address.
- Keep evidence of insurance in the motor vehicle.

Red Line



Issue Date: 05/19/2007
 Plate Style: SUNSET
 Plate Background: SUNSET

Expires: 05/19/2008

Decal Number: C08843

License Number	Year	Make	Type	Model Name	Cyl	MSRP	Fuel	Axle	Weight	Unladen Weight
283UJE	1994	FORD	TPK	RANGER	6	\$9,389.00	G	2	5999	0

Vehicle Identification Number
 1FTCR10LDRPC26207

County Based
 CLARK

SCOTT, KRISTEN AMY
 LEWIS, GARY SCOTT
 5049 SPENCER ST APT D
 LAS VEGAS NV 89119-2007

DMV 0090 Rev. 5-99

AMENDED POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 040021926
AGENT #: 850-85-850006
DATE PROCESSED: August 29, 2007

COVERAGE PROVIDED

FROM: August 29, 2007 @ 4:42 P.M. P.D.T.
TO: September 13, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCDTT	Principal	N

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #
1	1996	CHEV C1500	1GCEC19M6TE214944
2	1994	FORD RANGER	1FTCR1GUXRPC26207
3	1995	TYTA COROLLA DX	JT2AE09B4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIGR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	0MM	0	.200	Y	N	N	N	Y	N	N	N	N
3	13	012	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	VEHICLE 2	VEHICLE 3	
	PREMIUM DED.	PREMIUM DED.	PREMIUM DED.	
Bodily Injury	15000/person	29.00	29.00	33.00
	30000/accnt			
Property Damage	10000/accnt	29.00	29.00	33.00
FULL TERM PREMIUM	58.00	58.00	66.00	
			TOTAL PREMIUM	182.00
			CHANGE IN PREMIUM	28.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

ENDORSEMENT SUMMARY

Unit 3 added on 08/29/2007

08/29/2007
Date Time Signature of Name insured required



08/29/2007
Date Time Agent signature required

COUNTER SIGNED: DATE 08/29/2007



By

Emilio H. Lopez



Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number NVA - 40021926	Effective Date 08/13/2007	TO 09/13/2007	Expiration Date
Year/Make/Model 1996 CHEV C1500	VIN 1GCEC19M6T6214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND	
The drivers listed below are on this policy:			
Driver Name		Driver's License Number	
GARY S LEWIS		1701866927	
KRISTEN AMY SCOTT		2102503674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14850, Las Vegas, NV 89114-4850 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14850, Las Vegas, NV 89114-4850 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number NVA - 40021926	Effective Date 08/13/2007	TO 09/13/2007	Expiration Date
Year/Make/Model 1994 FORD RANGER	VIN 1FTCR10UXRPC26207		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name		Driver's License Number	
GARY S LEWIS		1781866927	
KRISTEN AMY SCOTT		2102503674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company PO Box 14950, Las Vegas, NV 89114-4950 Toll Free: 866-209-4163	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
AGENCY: US AUTO INS AGENCY, INC. Phone #: (702) 876-8072		AGENCY: US AUTO INS AGENCY, INC. Phone #: (702) 876-0072	
Policy Number NVA - 48821926	Effective Date 08/13/2007	TD	Expiration Date 09/13/2007
Year/Make/Model 1995 TYTA COROLLA DX	VIN JT2AE09B4S0085205		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
<u>Driver Name</u>		<u>Driver's License Number</u>	
GARY S LEWIS		1701866927	
KRISTEN AMY SCOTT		2102503674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-4163. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			



UNITED AUTOMOBILE INSURANCE COMPANY NEVADA

VEHICLE AND COVERAGE ENDORSEMENT REQUEST FORM

Policy Number: <u>NVA - 40021926</u>	Agent Name: _____
Named Insured: <u>GARY S LEWIS</u>	Agency Name: <u>US AUTO INS AGENCY, INC.</u>
Endorsement Effective Date: <u>08/29/2007</u>	Agency Address: <u>3909 W. SAHARA AVE., STE. 4</u>
Brokering Agent's Register No.: _____	<u>LAS VEGAS, NV 89102</u>

☒ **ADD NEW VEHICLE**

1995	TYTA	COROLLA DX	SEDAN 4D	JT2AE09B4SD085205	13	
Year	Make	Model	Body Style	VIN	Symbol	Odometer

Owned

Ownership (Owned / Leased / Financed) Loss Payee Name Address City State Zip

☒ Liability Only

☐ Physical Damage

Deductible: \$ _____

☐ **REPLACE BELOW VEHICLE WITH ABOVE NEW VEHICLE** (remove below vehicle from policy and add above vehicle)

Year	Make	Model	VIN	Ownership	Loss Payee Name	City	State
------	------	-------	-----	-----------	-----------------	------	-------

☐ **REMOVE VEHICLE FROM POLICY**

Year	Make	Model	VIN	Ownership	Loss Payee Name	City	State
------	------	-------	-----	-----------	-----------------	------	-------

☐ **UPDATE LOSS PAYEE ON EXISTING VEHICLE** ☐ **PAID OFF**

Year	Make	Model	VIN	Loss Payee Name	Address	City	State	Zip
------	------	-------	-----	-----------------	---------	------	-------	-----

☐ **UPDATE VEHICLE VIN**

Year	Make	Model	Correct VIN #	Ownership	Loss Payee Name
------	------	-------	---------------	-----------	-----------------

☐ **ADD MEDICAL PAYMENTS TO POLICY**

☐ **REMOVE MEDICAL PAYMENTS ALTOGETHER FROM THE POLICY** (Med Pay Rejection form required)

☐ **ADD UNINSURED/UNDERINSURED MOTORIST TO POLICY**

☐ **REMOVE UNINSURED/UNDERINSURED MOTORIST ALTOGETHER FROM THE POLICY** (UM Rejection form required)

☐ **ADD PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES**

☐ **REMOVE PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES**

Year	Make	Model	VIN	Deductible
------	------	-------	-----	------------

Year	Make	Model	VIN
------	------	-------	-----

Year	Make	Model	VIN	Deductible
------	------	-------	-----	------------

Year	Make	Model	VIN
------	------	-------	-----

Date: 08/29/2007

Named Insured Signature: _____

Date: 08/29/2007

Agent Signature: _____ Producer ID: 850 - 85 - 8500

PO BOX 15007
LAS VEGAS, NV 89114-5007
PHONE: (866) 209-4163
FAX: (866) 209-9631

United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

**MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT**

Date of Payment 08/29/2007 16:42:00

Policy Number NVA-40021926

UAIC Producer Number 850006

UAIC User ID

Type of Business ENDORSEMENT

Insured Details

GARY SLEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 28.00

Total Now Due \$ 28.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 28.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 28.00

Comments:

Policy Number
NVA 040021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
September 13, 2007
Expiration Date
October 13, 2007
Invoice Date
August 30, 2007
DB01

* R E V I S E D *
* R E N E W A L *

* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 192.00 * No Later Than * 09/13/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.
Revised amount due to recent change in policy

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 192.00

Company 14
Policy Number NVA -040021926
Agent Number 850-85 -850006
Due Date 09/13/07
Invoice Date 08/30/07
Invoice Number 4330489
Amount Due \$ 192.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 40021926 **Named Insured** GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 08/30/07

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 08/30/07

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

Policy Number
NVA 040021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
September 13, 2007
Expiration Date
October 13, 2007
Invoice Date
August 24, 2007
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 09/13/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -040021926
Agent Number 850-85 -850006
Due Date 09/13/07
Invoice Date 08/24/07
Invoice Number 4299864
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 40021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 08/24/07

Signature of Named Insured

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 08/24/07

Signature of Named Insured

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS.
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 050021926
AGENT #: 850-85-850006
DATE PROCESSED: September 14, 2007

COVERAGE PROVIDED
FROM: September 14, 2007 @ 4:45 P.M. P.D.T.
TO: October 14, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119-2007

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE		VEHICLE ID #
VEHICLE	YEAR MAKE/MODEL	
1	1996 CHEV C1500	1GCEC19M6TE214944
2	1995 TYTA COROLLA DX	JT2AE09B4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	13	012	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

			VEHICLE 1	VEHICLE 2
			PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person		29.00	33.00
	30000/accdnt			
Property Damage	10000/accdnt		29.00	33.00
			-----	-----
FULL TERM PREMIUM			58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 09/14/2007

By Emmie A. Herrera

383

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119-2007

US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 50021926	09/14/2007		10/14/2007

Year/Make/Model	VIN
1996 CHEV C1500	1GCBC19M6TE214944

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119-2007

US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 50021926	09/14/2007		10/14/2007

Year/Make/Model	VIN
1996 CHEV C1500	1GCBC19M6TE214944

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674



This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD				NEVADA AUTOMOBILE INSURANCE CARD			
		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:				P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:	
INSURED:		US AUTO INS AGENCY, INC.		INSURED:		US AUTO INS AGENCY, INC.	
GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		Phone #: (702)876-0072		GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date	Policy Number	Effective Date	TO	Expiration Date
NVA - 50021926	09/14/2007		10/14/2007	NVA - 50021926	09/14/2007		10/14/2007
Year/Make/Model		VIN		Year/Make/Model		VIN	
1995 TYTA COROLLA DX		JT2AE09B4S0085205		1995 TYTA COROLLA DX		JT2AE09B4S0085205	
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND				THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:				The drivers listed below are on this policy:			
Driver Name		Driver's License Number		Driver Name		Driver's License Number	
GARY S LEWIS		1701866927		GARY S LEWIS		1701866927	
KRISTEN AMY SCOTT		2102503674		KRISTEN AMY SCOTT		2102503674	
This card has been approved by the Commissioner of Insurance				This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:				In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 				<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185				COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

United Automobile Insurance Company

**P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631**

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 09/14/2007 16:45:38

Policy Number NVA -50021926

UAIC Producer Number 850006

UAIC User ID 850006

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119-2007

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00 .

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash	\$ 134.00
------	-----------

Check # _____ \$ 0.00

Credit / Debit Card	\$ 0.00
---------------------	---------

Money Order	\$ 0.00
-------------	---------

Total Payment Received \$ 134.00

Comments: _____

UNITED AUTOMOBILE INSURANCE GROUP

NOTICE OF PRIVACY POLICY

Our Privacy Policy applies to all companies within the United Automobile Insurance Group family of companies, which includes the following:

United Automobile Insurance Company
Argus Fire & Casualty Insurance Company
National Insurance Management Company
NIMC Insurance Services, Inc.
United Premium Finance Company
Southwest Underwriters, Inc.
3iComp, Inc.

The United Automobile Insurance Group ("UAIG") protects customer information. We maintain physical, electronic and organizational safeguards to protect this information. We continually review our policies and practices, monitor our computer networks, and test the security of our systems to ensure safety of this information.

Information We May Collect

We collect and use information we believe is necessary to administer our business, to advise you about our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, such as those listed below:

Types of information we may collect and how we gather it:

1. From you, on applications or on other forms for our insurance products, through telephone or in-person interviews and from your insurance agent.
2. From your transactions with us, such as your payment history and underwriting and claim documents.
3. From non-UAIG companies, such as your driving record and claim history.

How We Use Information About You

We use customer information to underwrite your policies, process your claims, ensure proper billing, service your accounts and offer you other UAIG insurance and/or financial products we believe may suit your needs.

Information Disclosure

We share information about our transactions (such as payment of premium) and experiences with you (such as an auto accident) within UAIG and with UAIG agents to better serve you and to assist in meeting our current product and service needs. We may also disclose customer information about you to persons or organizations inside or outside our family of companies as permitted or required by law.

We share customer information as necessary to handle any claims that you may have and to protect you against fraud and unauthorized transactions. For example, we might share customer information such as name, address, and coverage information with an auto body shop to facilitate repairs on an auto damage claim.

Your Choice to Share Information

There are two types of information sharing – information sharing within UAIG and information sharing outside UAIG. We do not sell customer information. We do not provide customer information to persons or organizations outside UAIG for their own marketing purposes. The choice in the Special Notice, which follows, applies only to sharing of information within UAIG and your insurance agent. For example, if you are an auto policyholder, our ability to share information among other UAIG companies allows us not to ask again about your driving record if you apply for a commercial auto policy.

Special Notice Regarding the Sharing of Certain Information Within the UAIG Family of Companies

This notice applies only to the sharing of information within UAIG that does not involve your transactions or experiences with us.

What Information We Share: Unless you tell us not to, we may share information within UAIG that was obtained from your application, such as your occupation; or information obtained from your driving record or claims history. We may also verify information provided by you, such as information about the operators of your vehicles and members of your household.

Why We Share: We may share information about you within UAIG to enhance our service to you, to underwrite your policies, to measure your interest in our products and services, to improve existing products, to develop new products and to monitor customer trends.

Who We Share With: We may share information within the UAIG family of companies and with your insurance agent.

If you prefer that we not share this information within UAIG, call us toll free at 1-800-551-2110. Your choice will also apply to your joint accounts, if any. Your direction not to share this information does not limit UAIG from sharing certain information about you which is essential to conducting our business, such as processing any claim you may have, or information permitted or required by law. Your choice does limit our effort to market new products and services to you.

UAIG PP (06/06)

Policy Number
NVA 050021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
October 14, 2007
Expiration Date
November 14, 2007
Invoice Date
September 24, 2007
DB01

*
* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119-2007

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 10/14/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -050021926
Agent Number 850-85 -850006
Due Date 10/14/07
Invoice Date 09/24/07
Invoice Number 4467675
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____



Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9431		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4163 Fax (866) 209-9431													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007													
AGENCY: US AUTO INS AGENCY, INC.		AGENCY: US AUTO INS AGENCY, INC.													
Policy Number: 14 NVA - 050021926 Year/Make/Model 96 CHEV C1500	Effective Date 10/14/07 TO 11/14/07 Expiration Date VIN 1GCEC19M6TE214944	Policy Number: 14 NVA - 050021926 Year/Make/Model 96 CHEV C1500	Effective Date 10/14/07 TO 11/14/07 Expiration Date VIN 1GCEC19M6TE214944												
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>1 GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>2 KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927	2 KRISTEN AMY SCOTT	2102503674	The drivers listed below are on this policy: <table border="1"> <thead> <tr> <th>Driver Name</th> <th>Driver's License Number</th> </tr> </thead> <tbody> <tr> <td>1 GARY S LEWIS</td> <td>1701866927</td> </tr> <tr> <td>2 KRISTEN AMY SCOTT</td> <td>2102503674</td> </tr> </tbody> </table>		Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927	2 KRISTEN AMY SCOTT	2102503674
Driver Name	Driver's License Number														
1 GARY S LEWIS	1701866927														
2 KRISTEN AMY SCOTT	2102503674														
Driver Name	Driver's License Number														
1 GARY S LEWIS	1701866927														
2 KRISTEN AMY SCOTT	2102503674														
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance													
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 													
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EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9531</small>		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 209-4143 Fax (866) 209-9531</small>	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007		AGENCY: US AUTO INS AGENCY, INC.	
Policy Number: 14 NVA - 050021926		Policy Number: 14 NVA - 050021926	
Effective Date: 10/14/07		Effective Date: 10/14/07	
Expiration Date: 11/14/07		Expiration Date: 11/14/07	
Year/Make/Model: 95 TYTA COROLLA DX		Year/Make/Model: 95 TYTA COROLLA DX	
VIN: JT2AE09B4S0085205		VIN: JT2AE09B4S0085205	
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:		The drivers listed below are on this policy:	
Driver Name	Driver's License Number	Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927	1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102503674	2 KRISTEN AMY SCOTT	2102503674
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance	
In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.		In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.	
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185	



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 50021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 09/24/07

Signature of Named Insured

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 09/24/07

Signature of Named Insured

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 060021926
AGENT #: 850-85-850006
DATE PROCESSED: October 12, 2007

COVERAGE PROVIDED

FRDM: October 14, 2007 @ 12:01 A.M. P.D.T.
TD: November 14, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with 'policy provisions' and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE				VEHICLE ID #
VEHICLE	YEAR	MAKE/MODEL		
1	1996	CHEV C1500		1GCEC19M6TE214944
2	1995	TYTA COROLLA DX		JT2AE09B4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NDNOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	N	Y	N	N	N
2	06	012	30MS	1	.200	Y	N	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS DR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	VEHICLE 2
	PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	33.00
	30000/accdnt	
Property Damage	10000/accdnt	33.00
FULL TERM PREMIUM	58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 10/12/2007



By

Emilio A. Alvarez

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD		 NEVADA AUTOMOBILE INSURANCE CARD	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:	
US AUTO INS AGENCY, INC. Phone #: (702)876-0872		US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 60021926	10/14/2007		11/14/2007
Year/Make/Model	VIN		
1996 CHEV C1508	1GCEC19M6TE214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2182503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 US AUTO INS AGENCY, INC. Phone #: (702)876-0072		 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	Expiration Date	
NVA - 60021926	10/14/2007	TO 11/14/2007	
Year/Make/Model	VIN		
1995 TYTA COROLLA DX	JT2AE09B4S0085205		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
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COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Policy Number
NVA 060021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
November 14, 2007
Expiration Date
December 14, 2007
Invoice Date
October 25, 2007
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 11/14/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -060021926
Agent Number 850-85 -850006
Due Date 11/14/07
Invoice Date 10/25/07
Invoice Number 4637887
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____



Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4141 Fax (866) 209-9417		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4141 Fax (866) 209-9417													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119													
AGENCY: US AUTO INS AGENCY, INC.		AGENCY: US AUTO INS AGENCY, INC.													
Policy Number: 14 NVA - 060021926	Effective Date 11/14/07	Policy Number: 14 NVA - 060021926	Effective Date 11/14/07												
Year/Make/Model 96 CHEV C1500	Expiration Date TO 12/14/07 VIN 1GCEC19M6TE214944	Year/Make/Model 96 CHEV C1500	Expiration Date TO 12/14/07 VIN 1GCEC19M6TE214944												
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
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EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 269-4141 Fax (866) 209-9417</small>		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 13007, LAS VEGAS, NV 89114-3007 (866) 269-4141 Fax (866) 209-9417</small>													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC.													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC.													
Policy Number: 14 NVA - 060021926 <small>Year/Make/Model</small> 95 TYTA COROLLA DX	Effective Date 11/14/07 TO 12/14/07 <small>VIN</small> JT2AE09B4S0085205	Policy Number: 14 NVA - 060021926 <small>Year/Make/Model</small> 95 TYTA COROLLA DX	Effective Date 11/14/07 TO 12/14/07 <small>VIN</small> JT2AE09B4S0085205												
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
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United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 60021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

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I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 10/25/07

Signature of Named Insured

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 10/25/07

Signature of Named Insured

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

Policy Number NVA 060021926	UNITED AUTOMOBILE INSURANCE-NV P.O. BOX 15007 LAS VEGAS, NV 89114-5007	Effective Date November 14, 2007 Expiration Date December 14, 2007 Invoice Date October 25, 2007 DB01
<p style="text-align: center;">* * * * *</p> <p style="text-align: center;">* R E N E W A L *</p> <p style="text-align: center;">* S T A T E M E N T *</p> <p style="text-align: center;">* * * * *</p>		
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	AGENT: 850-85 -850006 US AUTO INS AGENCY, INC. 3909 W. SAHARA AVE., STE. 4 LAS VEGAS, NV 89102	

Renewal Amount	***** :* \$ 134.00 * No Later Than * 11/14/07 * *****
----------------	---

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14	UNITED AUTOMOBILE INSURANCE-NV
Policy Number NVA -060021926	GARY S LEWIS
Agent Number 850-85 -850006	US AUTO INS AGENCY, INC.
Due Date 11/14/07	*** RENEWAL STATEMENT ***
Invoice Date 10/25/07	
Invoice Number 4637887	
Amount Due \$ 134.00	Payor _____ CK# _____ Amt _____



Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 12007, LAS VEGAS, NV 89114-5207 (866) 209-4103 Fax (866) 209-9431		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 12007, LAS VEGAS, NV 89114-5207 (866) 209-4103 Fax (866) 209-9431													
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119													
AGENCY: US AUTO INS AGENCY, INC.		AGENCY: US AUTO INS AGENCY, INC.													
Policy Number: 14 NVA - 060021926	Effective Date 11/14/07	Policy Number: 14 NVA - 060021926	Effective Date 11/14/07												
Year/Make/Model 96 CHEV C1500	Expiration Date 12/14/07 VIN 1GCEC19M6TE214944	Year/Make/Model 96 CHEV C1500	Expiration Date 12/14/07 VIN 1GCEC19M6TE214944												
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND													
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2 KRISTEN AMY SCOTT	2102503674														
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance													
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 													
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185													

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-9671</small>		 NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax (866) 209-9671</small>	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC.	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC.	
Policy Number: 14 NVA - 060021926	Effective Date 11/14/07	Expiration Date TO 12/14/07	Policy Number: 14 NVA - 060021926
Year/Make/Model 95 TYTA COROLLA DX	VIN JT2AE09B4S0085205		Year/Make/Model 95 TYTA COROLLA DX
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND	
The drivers listed below are on this policy:		The drivers listed below are on this policy:	
Driver Name 1 GARY S LEWIS 2 KRISTEN AMY SCOTT	Driver's License Number 1701866927 2102503674	Driver Name 1 GARY S LEWIS 2 KRISTEN AMY SCOTT	Driver's License Number 1701866927 2102503674
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance	
In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.		In the event of an accident or loss: ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report this accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417.	
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185	



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 60021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named Insured's resident relatives and occupants in the Insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 10/25/07

Signature of Named Insured

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your Insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 10/25/07

Signature of Named Insured

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 070021926
AGENT #: 850-85-850006
DATE PROCESSED: November 14, 2007

COVERAGE PROVIDED

FROM: November 14, 2007 @ 4:50 P.M. P.D.T.
TO: December 14, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE
VEHICLE YEAR MAKE/MODEL VEHICLE ID #
1 1996 CHEV C1500 1GCEC19M6TE214944
2 1995 TYTA COROLLA DX JT2AE09B4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0		.200	Y	N	N	N	Y	N	N	N
2	06	012	30MS	1		.200	Y	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person 29.00	30000/accdnt 33.00
Property Damage	10000/accdnt 29.00	33.00
FULL TERM PREMIUM	58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

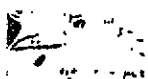
COUNTER SIGNED: DATE 11/14/2007

By

Emilee H. Lancia

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>		 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 US AUTO INS AGENCY, INC. Phone #: (702)876-0872		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 US AUTO INS AGENCY, INC. Phone #: (702)876-0872	
Policy Number	Effective Date	TO	Expiration Date
NVA - 70021926	11/14/2007		12/14/2007
Year/Make/Model	VIN		
1996 CHEV C1580	1GCEC19M6TE214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102583674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			



October 23, 2007

Via Facsimile: 866-209-4163

UAI
Attn: Manny Cordova
PO Box 14950
Las Vegas, NV 89114

Re: Your Insured: Gary Lewis
Our Client: CheyAnne Nalder
Claim No.: 14 NV 020021926
Date of Incident: 7/8/2007

Dear Mr. Cordova:

Enclosed please find a copy of the Complaint filed in this matter. Please provide us with your insured's residence address so that we may serve him personally. If we do not receive the same, we will serve your insured through the Department of Motor Vehicles.

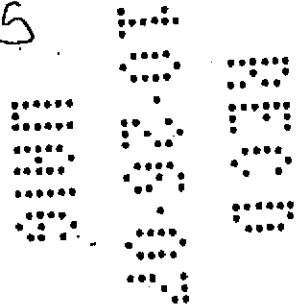
Very truly yours,
CHRISTENSEN LAW OFFICES, LLC


Thomas Christensen, Esq.,
David R. Sampson, Esq.,

DS:sd

Enclosure

6000 455



948-0919

1000 SOUTH VALLEY VIEW BLVD. • LAS VEGAS, NV 89107 • T) 702-870-1000 • F) 702-870-6152



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Seegmiller & Associates
851 South Rampart Blvd # 200
Las Vegas, NV 89145

DN ymm

Re: Insured: Gary Lewis
Claim Number: 0006000455 - 002- V03
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: CheyAnne Nalder & Tammy Nalder

Dear Mr. Clark Seegmiller,

I am in receipt of your letter dated October 2, 2007. Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 028821926
AGENT #: 850-85-850886
DATE PROCESSED: May 31, 2007

COVERAGE PROVIDED

FROM: May 31, 2007 @ 9:12 A.M. P.D.T.
TO: June 30, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE
VEHICLE YEAR MAKE/MODEL VEHICLE ID #
1 1996 CHEV PICKUP1580 1GCEC19M6TE214944
2 1994 FORD RANGER 1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0		.200	Y	N	N	N	Y	N	N	N
2	06	012	30MS	1		.200	Y	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person 30800/accdnt	29.00 33.00
Property Damage	18800/accdnt	29.00 33.08
FULL TERM PREMIUM	58.00	66.80

POLICY FEE 10.08

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 05/31/2007

By

Elise M. Cabrera

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 030021926
AGENT #: 850-85-850006
DATE PROCESSED: July 10, 2007

COVERAGE PROVIDED

FROM: July 10, 2007 @ 12:50 P.M. P.D.T.
TO: August 10, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #
1	1996	CHEV PICKUP1500	1GCEC19M6T214944
2	1994	FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	3DPS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	3DMS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person 30000/accnt 29.00	33.00
Property Damage	10000/accnt 29.00	33.00
FULL TERM PREMIUM	58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 07/10/2007

By

Elise M. Colina



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Christensen Law Offices
1000 S. Valley View Blvd.
Las Vegas, NV 89107

DN YMM

Re: Insured: Gary Lewis
Claim Number: 0006000455
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: Nalder & Nalder

-002-V03

Dear Mr. Christensen,

I am in receipt of a letter from your firm which indicates you represent the above referenced party.

Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 020021926
AGENT #: 850-85-850006
DATE PROCESSED: May 11, 2007

COVERAGE PROVIDED

FROM: May 11, 2007 @ 9:12 A.M. P.D.T.
TO: June 30, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE		VEHICLE ID #
VEHICLE	YEAR MAKE/MODEL	
1	1996 CHEV PICKUP1500	1GCECL9M6TE214944
2	1994 FORD RANGER	1FTCR10UXRPC26207

DNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EPT
1	10	812	30FS	0		.200	Y	N	N	N	Y	N	N	N
2	06	012	30MS	1		.200	Y	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	VEHICLE 2
	PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person 30000/accnt	29.00 33.00
Property Damage	10000/accnt	29.00 33.00
FULL TERM PREMIUM	58.00	66.00

POLICY FEE 10.08

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 05/31/2007

By

Walter M. Cabrera

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD
P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 70021926	11/14/2007		12/14/2007

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AB09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD
P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 70021926	11/14/2007		12/14/2007

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AB09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

United Automobile Insurance Company

P.O. BOX 15807
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 11/14/2007 16:50:37

Policy Number NVA -70021926

UAIC Producer Number 850006

UAIC User ID 850006

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 134.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 134.00

Comments: _____

Policy Number
NVA 070021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
December 14, 2007
Expiration Date
January 14, 2008
Invoice Date
November 26, 2007
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 12/14/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -070021926
Agent Number 850-85 -850006
Due Date 12/14/07
Invoice Date 11/26/07
Invoice Number 4822164
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 70021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 11/26/07

Signature of Named Insured

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 11/26/07

Signature of Named Insured

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 080021926
AGENT #: 850-85-850006
DATE PROCESSED: December 15, 2007

COVERAGE PROVIDED

FROM: December 15, 2007 @ 12:32 P.M. P.D.T.
TO: January 15, 2008 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE: 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #
1	1996	CHEV CL1500	1GCEC19M6TE214944
2	1995	TYTA COROLLA DX	JT2AE09B4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EPT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	VEHICLE 2
	PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00
	30000/accnt	33.00
Property Damage	10000/accnt	29.00
		33.00
FULL TERM PREMIUM	58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 12/15/2007



By

Ernie H. Loefer

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:	
US AUTO INS AGENCY, INC. Phone #: (702)876-0072		US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 80021926	12/15/2007		01/15/2008
Year/Make/Model	VIN		
1996 CHEV C1500	1GCEC19M6TE214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>		 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 US AUTO INS AGENCY, INC. Phone #: (702) 576-0072		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119 US AUTO INS AGENCY, INC. Phone #: (702) 576-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 80021926	12/15/2007		01/15/2008
Year/Make/Model	VIN		
1995 TYTA COROLLA DX	JT2AE09B4S0085205		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

**MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT**

Date of Payment 12/15/2007 12:32:53
Policy Number NVA -80021926
UAIC Producer Number 850006
UAIC User ID 850006
Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 134.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 134.00

Comments: _____

Policy Number
NVA 080021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
January 15, 2008
Expiration Date
February 15, 2008
Invoice Date
December 26, 2007
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 01/15/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company 14
Policy Number NVA -080021926
Agent Number 850-85 -850006
Due Date 01/15/08
Invoice Date 12/26/07
Invoice Number 4995547
Amount Due \$ 134.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards



<div>NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax: (866) 209-9461</small></div> <div>INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</div> <div>AGENCY: US AUTO INS AGENCY, INC.</div> <div>Policy Number: 14 NVA - 080021926 <small>Year/Make/Model</small> 96 CHEV C1500</div> <div>Effective Date 1/15/08</div> <div>TO 2/15/08</div> <div>Expiration Date <small>VIN</small> 1GCEC19M6TE214944</div> <div>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</div>	<div>NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company <small>P.O. BOX 15007, LAS VEGAS, NV 89114-5007 (866) 209-4143 Fax: (866) 209-9461</small></div> <div>INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</div> <div>AGENCY: US AUTO INS AGENCY, INC.</div> <div>Policy Number: 14 NVA - 080021926 <small>Year/Make/Model</small> 96 CHEV C1500</div> <div>Effective Date 1/15/08</div> <div>TO 2/15/08</div> <div>Expiration Date <small>VIN</small> 1GCEC19M6TE214944</div> <div>THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND</div>												
The drivers listed below are on this policy: <table><thead><tr><th>Driver Name</th><th>Driver's License Number</th></tr></thead><tbody><tr><td>1 GARY S LEWIS</td><td>1701866927</td></tr><tr><td>2 KRISTEN AMY SCOTT</td><td>2102503674</td></tr></tbody></table>	Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927	2 KRISTEN AMY SCOTT	2102503674	The drivers listed below are on this policy: <table><thead><tr><th>Driver Name</th><th>Driver's License Number</th></tr></thead><tbody><tr><td>1 GARY S LEWIS</td><td>1701866927</td></tr><tr><td>2 KRISTEN AMY SCOTT</td><td>2102503674</td></tr></tbody></table>	Driver Name	Driver's License Number	1 GARY S LEWIS	1701866927	2 KRISTEN AMY SCOTT	2102503674
Driver Name	Driver's License Number												
1 GARY S LEWIS	1701866927												
2 KRISTEN AMY SCOTT	2102503674												
Driver Name	Driver's License Number												
1 GARY S LEWIS	1701866927												
2 KRISTEN AMY SCOTT	2102503674												
This card has been approved by the Commissioner of Insurance	This card has been approved by the Commissioner of Insurance												
In the event of an accident or loss: <ul style="list-style-type: none">✓ Help any injured.✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses.✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.✓ Protect your auto and any property from further damage.✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.✓ Notify your claims service center toll free at (866)-209-9417. COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185	In the event of an accident or loss: <ul style="list-style-type: none">✓ Help any injured.✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses.✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.✓ Protect your auto and any property from further damage.✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.✓ Notify your claims service center toll free at (866)-209-9417. COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185												

EXHIBIT G. Nevada Evidence of Motor Vehicle Liability Cards

NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 13007, LAS VEGAS, NV 89114-9007 (866) 209-4110 Fax (866) 209-9411		NEVADA AUTOMOBILE INSURANCE CARD United Automobile Insurance Company P.O. BOX 13007, LAS VEGAS, NV 89114-9007 (866) 209-4110 Fax (866) 209-9411	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
AGENCY: US AUTO INS AGENCY, INC.		AGENCY: US AUTO INS AGENCY, INC.	
Policy Number:	Effective Date	Expiration Date	
14 NVA - 080021926	1/15/08	TO 2/15/08	
Year/Make/Model	VIN		
95 TYTA COROLLA DX	JT2AE09B4S0085205		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:		The drivers listed below are on this policy:	
Driver Name	Driver's License Number	Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927	1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102583674	2 KRISTEN AMY SCOTT	2102583674
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance	
In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 		In the event of an accident or loss: <ul style="list-style-type: none"> ✓ Help any injured. ✓ Get names, addresses, auto license plates numbers of persons involved, including all witnesses. ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative. ✓ Protect your auto and any property from further damage. ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. ✓ Notify your claims service center toll free at (866)-209-9417. 	
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185	



United Automobile Insurance Company

PO Box 15007
Las Vegas, NV 89114-5007
Fax: (866) 209-9631

Policy # NVA - 80021926

Named Insured

GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named Insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 12/26/07

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 12/26/07

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.

NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1.

POLICY #: NVA 090021926
AGENT #: 850-85-850006
DATE PROCESSED: January 14, 2008

COVERAGE PROVIDED

FROM: January 15, 2008 @ 12:01 A.M. P.D.T.
TO: February 15, 2008 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE		VEHICLE ID #
VEHICLE	YEAR MAKE/MODEL	
1	1996 CHEV C1500	1GCEC19M6TE214944
2	1995 TYTA COROLLA DX	JT2AE09E4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONDWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1	VEHICLE 2
		PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00	33.00
Property Damage	30000/accdnt		
	10000/accdnt	29.00	33.00
FULL TERM PREMIUM		58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 01/14/2008

By

Emilia R. Lucena

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD				NEVADA AUTOMOBILE INSURANCE CARD			
		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631				P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631	
INSURED:		AGENCY:		INSURED:		AGENCY:	
GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		US AUTO INS AGENCY, INC. Phone #: (702)876-0072		GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date	Policy Number	Effective Date	TO	Expiration Date
NVA - 90021926	01/15/2008		02/15/2008	NVA - 90021926	01/15/2008		02/15/2008
Year/Make/Model		VIN		Year/Make/Model		VIN	
1996 CHEV C1500		1GCEC19M6TE214944		1996 CHEV C1500		1GCEC19M6TE214944	
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND				THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:				The drivers listed below are on this policy:			
Driver Name		Driver's License Number		Driver Name		Driver's License Number	
GARY S LEWIS		1781866927		GARY S LEWIS		1781866927	
KRISTEN AMY SCOTT		2102503674		KRISTEN AMY SCOTT		2102503674	
This card has been approved by the Commissioner of Insurance				This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:				In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 				<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185				COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines.



NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 90021926	01/15/2008		02/15/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 90021926	01/15/2008		02/15/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-249-4163 FAX: 866-249-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 01/14/2008 16:50:02

Policy Number NVA-90021926

UAIC Producer Number 850006

UAIC User ID 850006

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 134.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 134.00

Comments:

Policy Number
NVA 090021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
February 15, 2008
Expiration Date
March 15, 2008
Invoice Date
January 28, 2008
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 128.00 * No Later Than * 02/15/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 128.00

Company 14
Policy Number NVA -090021926
Agent Number 850-85 -850006
Due Date 02/15/08
Invoice Date 01/28/08
Invoice Number 5195932
Amount Due \$ 128.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 090021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named Insured's resident relatives and occupants in the Insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 01/28/08

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 01/28/08

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 100021926
AGENT #: 850-85-850006
DATE PROCESSED: February 19, 2008

COVERAGE PROVIDED

FROM: February 19, 2008 @ 9:06 A.M. P.D.
TO: March 19, 2008 @ 12:01 A.M. P.D.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #
1	1996	CHEV C1500	1GCEC19M6TE214944
2	1995	TYTA COROLLA DX	JT2AE09B4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	30MS	0	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person	28.00
Property Damage	30000/accdnt	31.00
	10000/accdnt	28.00
FULL TERM PREMIUM	56.00	62.00

POLICY FEE 10.00

TOTAL CHARGES 128.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 02/19/2008

By

Emilee M. Lopez

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
			
P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-289-9631 AGENCY:	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
US AUTO INS AGENCY, INC. Phone #: (702)876-0072		US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 100021926	02/19/2008		03/19/2008
Year/Make/Model	VIN		
1996 CHEV C1500	1GCEC19M6TE214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines

UAI NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST G
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 100021926	02/19/2008		03/19/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

UAI NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.
Phone #: (702)876-0072

Policy Number	Effective Date	TO	Expiration Date
NVA - 100021926	02/19/2008		03/19/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

Policy Number NVA 100021926	UNITED AUTOMOBILE INSURANCE-NV P.O. BOX 15007 LAS VEGAS, NV 89114-5007	Effective Date March 19, 2008 Expiration Date April 19, 2008 Invoice Date February 28, 2008 DB01
<p>*****</p> <p>* * * * *</p> <p>* R E N E W A L *</p> <p>* S T A T E M E N T *</p> <p>* * * * *</p>		

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount	: * \$ 128.00	* No Later Than * 03/19/08 *
	*****	*****

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 128.00

Company 14
Policy Number NVA -100021926
Agent Number 850-85 -850006
Due Date 03/19/08
Invoice Date 02/28/08
Invoice Number 5413512
Amount Due \$ 128.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 100021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 02/28/08

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 02/28/08

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 110021926
AGENT #: 850-85-850006
DATE PROCESSED: March 21, 2008

COVERAGE PROVIDED

FROM: March 21, 2008 @ 12:26 P.M. P.D.T.
TO: April 21, 2008 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #
1	1996	CHEV C1500	1GCEC19M6TE214944
2	1995	TYTA COROLLA DX	JT2AE09B4S0085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200		Y	N	N	N	Y	N	N	N
2	06	012	30MS	0	.200		Y	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person 30000/accnt 28.00	31.00
Property Damage	10000/accnt 28.00	31.00
FULL TERM PREMIUM	56.00	62.00

POLICY FEE 10.00

TOTAL CHARGES 128.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 03/21/2008



By

Ernie H. Loman

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD		 NEVADA AUTOMOBILE INSURANCE CARD	
INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-289-4163 FAX: 866-209-9631 AGENCY:		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:	
US AUTO INS AGENCY, INC. Phone #: (702)876-0072		US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 110021926	03/21/2008		04/21/2008
Year/Make/Model	VIN		
1996 CHEV C1500	1GCEC19M6TE214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
<u>Driver Name</u>	<u>Driver's License Number</u>		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines.

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>		 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>	
<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p>		<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p>	
<p>US AUTO INS AGENCY, INC. Phone #: (702) 876-0072</p>		<p>US AUTO INS AGENCY, INC. Phone #: (702) 876-0072</p>	
Policy Number	Effective Date	TO	Expiration Date
NVA - 118021926	03/21/2008		04/21/2008
Year/Make/Model	VIN		
1995 TYTA COROLLA DX	JT2AE09B4S0085205		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

United Automobile Insurance Company

P.O. BOX 15807
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 03/21/2008 12:26:13
Policy Number NVA -110021926
UAIC Producer Number 850006
UAIC User ID 850006
Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 128.00

Total Now Due \$ 128.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 128.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 128.00

Comments: _____

Policy Number
NVA 110021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
April 21, 2008
Expiration Date
May 21, 2008
Invoice Date
April 01, 2008
DB01

*
* R E N E W A L *
* S T A T E M E N T *
*

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 112.00 * No Later Than * 04/21/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 112.00

Company 14
Policy Number NVA -110021926
Agent Number 850-85 -850006
Due Date 04/21/08
Invoice Date 04/01/08
Invoice Number 5652332
Amount Due \$ 112.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 140021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named Insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 08/04/08

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 08/04/08

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 150021926
AGENT #: 850-85-850006
DATE PROCESSED: August 22, 2008

COVERAGE PROVIDED
FROM: August 24, 2008 @ 12:01 A.M. P.D.T.
TO: September 24, 2008 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT: 850-85-850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #	TER	CLASS	PTS	DISC
1	1998	FORD RANGER SUP	1FTYR14U2WPA70644	012	30MS	0	.100

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM DED.
Bodily Injury	15000/person 35.00
Property Damage	30000/accnt 35.00
FULL TERM PREMIUM	70.00

POLICY FEE 10.00

TOTAL CHARGES 80.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:



UNIT# LOSS PAYEE(S) TYPE, NAME, ADDRESS, CITY, STATE AND ZIP CODE

COUNTER SIGNED: DATE 08/22/2008

By

Ernie H. Lucas

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>		 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>	
<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p>		<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p>	
<p>US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p>		<p>US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p>	
Policy Number	Effective Date	TO	Expiration Date
NVA - 150021926	08/24/2008		09/24/2008
Year/Make/Model	VIN		
1998 FORD RANGER SUP	1FTYR14U2WPA70644		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Policy Number
NVA 150021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
September 24, 2008
Expiration Date
October 24, 2008
Invoice Date
September 04, 2008
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 82.00 * No Later Than * 09/24/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 82.00

Company 14
Policy Number NVA -150021926
Agent Number 850-85 -850006
Due Date 09/24/08
Invoice Date 09/04/08
Invoice Number 6811135
Amount Due \$ 82.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 150021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 09/04/08

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 09/04/08

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 110021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named Insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 04/01/08

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 04/01/08

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07

RENEWAL POLICY DECLARATIONS
 MDNTHLY NEVADA PERSONAL AUTO POLICY
 UNITED AUTOMOBILE INSURANCE-NV
 P.O. BOX 15007
 702-369-0312
 LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 120021926
 AGENT #: 850-85-850006

DATE PROCESSED: April 23, 2008

COVERAGE PROVIDED

FROM: April 23, 2008 @ 3:58 P.M. P.D.T.
 TO: May 23, 2008 @ 12:01 A.M. P.D.T.

NAMED INSURED:
 GARY S LEWIS
 5049 SPENCER ST Apt.D
 LAS VEGAS, NV 89119

AGENT:
 US AUTO INS AGENCY, INC.
 3909 W. SAHARA AVE., STE. 4
 LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
 1 GARY S LEWIS
 2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
 Principal N
 Principal N

DESCRIPTION OF VEHICLE
 VEHICLE YEAR MAKE/MODEL VEHICLE ID #
 1 1996 CHEV C1500 1GCEC19M6TE214944
 2 1995 TYTA CDROLLA DX JT2AE09B4SC085205

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	N	Y	N	N	N
2	06	012	30MS	0	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person	28.00
Property Damage	30000/accnt 10000/accnt	31.00
FULL TERM PREMIUM	28.00	31.00
	56.00	62.00

POLICY FEE 10.00

TOTAL CHARGES 128.00



ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 04/23/2008

By

Cunice H. Garcia

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>		 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>	
<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p>		<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119</p>	
<p>US AUTO INS AGENCY, INC. Phone #: (702) 876-0072</p>		<p>US AUTO INS AGENCY, INC. Phone #: (702) 876-0072</p>	
Policy Number	Effective Date	TO	Expiration Date
NVA - 120021926	04/23/2008		05/23/2008
Year/Make/Model	VIN		
1996 CHEV C1500	1GCBC19M6TE214944		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102303674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

US AUTO INS AGENCY, INC.
Phone #: (702)876-0872

Policy Number	Effective Date	TO	Expiration Date
NVA - 120021926	04/23/2008		05/23/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B480085285

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR
VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD
MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631
AGENCY:

INSURED:

GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

US AUTO INS AGENCY, INC.
Phone #: (702)876-0872

Policy Number	Effective Date	TO	Expiration Date
NVA - 120021926	04/23/2008		05/23/2008

Year/Make/Model	VIN
1995 TYTA COROLLA DX	JT2AE09B480085285

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR
VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD
MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 04/23/2008 15:58:57

Policy Number NVA -120021926

UAIC Producer Number 850006

UAIC User ID 850006

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment	\$ 128.00
--------------------------	-----------

Total Now Due	\$ 128.00
---------------	-----------

* Indicates amount paid for agency use only.

Payment Breakdown

Cash	\$ 128.00
------	-----------

Check # _____ \$ 0.00

Credit / Debit Card	\$ 0.00
---------------------	---------

Money Order \$ 0.00

Total Payment Received	\$ 128.00
------------------------	-----------

Comments: _____

AMENDED POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 120021926
AGENT #: 850-85-850006
DATE PROCESSED: May 12, 2008

COVERAGE PROVIDED

FROM: May 12, 2008 @ 1:28 P.M. P.D.T.
TO: May 23, 2008 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE
VEHICLE YEAR MAKE/MODEL VEHICLE ID #
2 1995 TYTA COROLLA DX JT2AE09B4S00B5205
3 1998 FORD RANGER 1FTYR14U2WFA70644

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
2	06	012	30FS	0	.200	Y	N	N	N	N	Y	N	N	N
3	12	012	30MS	0	.200	N	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 2 PREMIUM DED.	VEHICLE 3 PREMIUM DED.
Bodily Injury	15000/person	28.00
Property Damage	30000/accnt	31.00
	10000/accnt	28.00
FULL TERM PREMIUM	56.00	62.00

TOTAL PREMIUM 118.00
CHANGE IN PREMIUM .00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

ENDORSEMENT SUMMARY

Unit 1 deleted on 04/23/2008, Unit 3 added on 04/23/2008

05/12/2008

Date Time

Signature of Name insured required

05/12/2008

Date Time



Agent signature required

COUNTER SIGNED: DATE 05/12/2008



By

Emilia R. Garcia

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY: US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 120021926	04/23/2008		05/23/2008
Year/Make/Model	VIN		
1995 TYTA COROLLA DX	JT2AE09B4S0005205		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1781866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119		 INSURED: GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119	
P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:		P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:	
US AUTO INS AGENCY, INC. Phone #: (702)876-0072		US AUTO INS AGENCY, INC. Phone #: (702)876-0072	
Policy Number	Effective Date	TO	Expiration Date
NVA - 120021926	04/23/2008		05/23/2008
Year/Make/Model	VIN		
1998 FORD RANGER	1FTYR14U2WPA70644		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
GARY S LEWIS	1701866927		
KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> Help any injured. Get names, addresses, auto license plates numbers of persons involved, including all witnesses. Do not admit fault. Do not discuss an accident with anyone except the police or our representative. Protect your auto and any property from further damage. Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			



UNITED AUTOMOBILE INSURANCE COMPANY NEVADA

VEHICLE AND COVERAGE ENDORSEMENT REQUEST FORM

Policy Number: <u>NVA - 12002192</u>	Agent Name: _____
Named Insured: <u>GARY S LEWIS</u>	Agency Name: <u>US AUTO INS AGENCY, INC</u>
Endorsement Effective Date: <u>05/12/2008</u>	Agency Address: <u>3909 W. SAHARA AVE., STE. 4</u>
Brokering Agent's Register No.: _____	<u>LAS VEGAS, NV 89102</u>

☒ **ADD NEW VEHICLE**

1998	FORD	RANGER	PKP 4X2	IFTYR14U2WPA70644	12		
Year	Make	Model	Body Style	VIN	Symbol	Odometer	
Owned							
Ownership (Owned / Leased / Financed)		Loss Payee Name		Address		City	State Zip
<input checked="" type="checkbox"/> Liability Only		<input type="checkbox"/> Physical Damage		Deductible: \$ _____			

☐ **REPLACE BELOW VEHICLE WITH ABOVE NEW VEHICLE** (remove below vehicle from policy and add above vehicle)

Year	Make	Model	VIN	Ownership	Loss Payee Name	City	State
------	------	-------	-----	-----------	-----------------	------	-------

☒ **REMOVE VEHICLE FROM POLICY**

1996	CHEV	C1500	1GCEC19M6TE214944	Owned			
Year	Make	Model	VIN	Ownership	Loss Payee Name	City	State

☐ **UPDATE LOSS PAYEE ON EXISTING VEHICLE** ☐ **PAID OFF**

Year	Make	Model	VIN	Loss Payee Name	Address	City	State	Zip
------	------	-------	-----	-----------------	---------	------	-------	-----

☐ **UPDATE VEHICLE VIN**

Year	Make	Model	Correct VIN #	Ownership	Loss Payee Name
------	------	-------	---------------	-----------	-----------------

☐ **ADD MEDICAL PAYMENTS TO POLICY**

☐ **REMOVE MEDICAL PAYMENTS ALTOGETHER FROM THE POLICY** (Med Pay Rejection form required)

☐ **ADD UNINSURED/UNDERINSURED MOTORIST TO POLICY**

☐ **REMOVE UNINSURED/UNDERINSURED MOTORIST ALTOGETHER FROM THE POLICY** (UM Rejection form required)

☐ **ADD PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES**

☐ **REMOVE PHYSICAL DAMAGE COVERAGE FOR THE FOLLOWING VEHICLES**

Year	Make	Model	VIN	Deductible
Year	Make	Model	VIN	Deductible

Year	Make	Model	VIN
Year	Make	Model	VIN

Date: 05/12/2008

Named Insured Signature: _____

Date: 05/12/2008

Agent Signature: _____ Producer ID: 850 - 85 - 8500

PO Box 15007
Las Vegas, NV 89114-5007
Phone (702) 369-0312 • Fax (702) 369-0386
Toll Free (866) 209-4163 • Fax (866) 209-9631

Policy Number
NVA 120021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
May 23, 2008
Expiration Date
June 23, 2008
Invoice Date
May 13, 2008
DB01

* R E V I S E D *
* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 112.00 * No Later Than * 05/23/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.
Revised amount due to recent change in policy

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 112.00

Company 14
Policy Number NVA -120021926
Agent Number 850-85 -850006
Due Date 05/23/08
Invoice Date 05/13/08
Invoice Number 5957056
Amount Due \$ 112.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.



*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 15007, LAS VEGAS, NV 89114-5007 PH: (866)209-4163 FAX: (866)209-9631		 NEVADA AUTOMOBILE INSURANCE CARD UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 15007, LAS VEGAS, NV 89114-5007 PH: (866)209-4163 FAX: (866)209-9631	
INSURED: GARY S LEWIS 5049 SPENCER ST APT D LAS VEGAS, NV 89119		INSURED: GARY S LEWIS 5049 SPENCER ST APT D LAS VEGAS, NV 89119	
AGENCY: US AUTO INS AGENCY, INC.		AGENCY: US AUTO INS AGENCY, INC.	
Policy Number	Effective Date	TO	Expiration Date
14 NVA - 120021926	5/23/08		6/23/08
Year/Make/Model	VIN		
95 TYTA COROLLA DX	JT2AE09B4S0085205		
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name	Driver's License Number		
1 GARY S LEWIS	1701866927		
2 KRISTEN AMY SCOTT	2102503674		
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss:			
<ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 120021926	5/23/08		6/23/08

Year/Make/Model	VIN
98 FORD RANGER	1FTYR14U2WPA70644

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 120021926	5/23/08		6/23/08

Year/Make/Model	VIN
98 FORD RANGER	1FTYR14U2WPA70644

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

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Driver Name	Driver's License Number
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- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
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COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 120021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 05/13/08

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 05/13/08

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07

Policy Number
NVA 120021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
May 23, 2008
Expiration Date
June 23, 2008
Invoice Date
May 05, 2008
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 112.00 * No Later Than * 05/23/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 112.00

Company 14
Policy Number NVA -120021926
Agent Number 850-85 -850006
Due Date 05/23/08
Invoice Date 05/05/08
Invoice Number 5900714
Amount Due \$ 112.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 120021926	5/23/08		6/23/08

Year/Make/Model	VIN
96 CHEV C1500	1GCEC19M6TE214944

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.165



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)289-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 120021926	5/23/08		6/23/08

Year/Make/Model	VIN
96 CHEV C1500	1GCEC19M6TE214944

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

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- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
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COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.165

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 120021926	5/23/08		6/23/08

Year/Make/Model	VIN
95 TYTA COROLLA DX	JT2AB09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2182583674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 120021926	5/23/08		6/23/08

Year/Make/Model	VIN
95 TYTA COROLLA DX	JT2AB09B4S8085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102583674

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- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
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COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 120021926

Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

Uninsured / Underinsured Motorist Coverage protects the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of the vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured).

IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 05/05/08

Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

Medical Payment Coverage provides protection to you and your resident relatives without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying your insured auto or being struck as a pedestrian by a motor vehicle or trailer.

IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 05/05/08

Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07

Policy Number
NVA 130021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
June 24, 2008
Expiration Date
July 24, 2008
Invoice Date
June 04, 2008
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 112.00 * No Later Than * 06/24/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 112.00

Company 14
Policy Number NVA -130021926
Agent Number 850-85 -850006
Due Date 06/24/08
Invoice Date 06/04/08
Invoice Number 6116084
Amount Due \$ 112.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor ___ CK# ___ Amt ___

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD
 UNITED AUTOMOBILE INSURANCE COMPANY
 P.O. BOX 15007, LAS VEGAS, NV 89114-5007
 PH: (866)209-4163 FAX: (866)209-9631

INSURED:
 GARY S LEWIS
 5049 SPENCER ST APT D
 LAS VEGAS, NV 89119

AGENCY:
 US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 130021926	6/24/08		7/24/08

Year/Make/Model	VIN
95 TYTA COROLLA DX	JT2AB09B4S0085285

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD
 UNITED AUTOMOBILE INSURANCE COMPANY
 P.O. BOX 15007, LAS VEGAS, NV 89114-5007
 PH: (866)209-4163 FAX: (866)209-9631

INSURED:
 GARY S LEWIS
 5049 SPENCER ST APT D
 LAS VEGAS, NV 89119

AGENCY:
 US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 130021926	6/24/08		7/24/08

Year/Make/Model	VIN
95 TYTA CORDLLA DX	JT2AB09B4S0085205

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
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2 KRISTEN AMY SCOTT	2102503674



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- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

Please cut on dotted lines

 NEVADA AUTOMOBILE INSURANCE CARD UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 15007, LAS VEGAS, NV 89114-5007 PH: (866)209-4163 FAX: (866)209-9631		 NEVADA AUTOMOBILE INSURANCE CARD UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 15007, LAS VEGAS, NV 89114-5007 PH: (866)209-4163 FAX: (866)209-9631	
INSURED: GARY S LEWIS 5049 SPENCER ST APT D LAS VEGAS, NV 89119		AGENCY: US AUTO INS AGENCY, INC.	
Policy Number 14 NVA - 130021926	Effective Date 6/24/08	TO	Expiration Date 7/24/08
Year/Make/Model 98 FORD RANGER		VIN 1FTYR14U2WPA78644	
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND			
The drivers listed below are on this policy:			
Driver Name		Driver's License Number	
1 GARY S LEWIS		1701866927	
2 KRISTEN AMY SCOTT		2102583674	
This card has been approved by the Commissioner of Insurance			
In the event of an accident or loss: <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 			
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185			



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114-5007
FAX: (866)209-9631

Policy # NVA 130021926 Named Insured GARY S LEWIS

NEVADA COVERAGE OFFER

OFFER OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

The Nevada Statute (NRS 687B.145) requires that Uninsured and Underinsured Motorist Coverage must be offered at limits equal to the Bodily Injury Liability Limit of your policy unless you reject this coverage. You have the legal right to purchase Uninsured / Underinsured Motorist Coverage and we recommend that you purchase it.

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IF YOU ARE CURRENTLY CARRYING UNINSURED / UNDERINSURED MOTORIST COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Uninsured and Underinsured Motorist Coverage

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage.

Date 06/04/08 Signature of Named Insured _____

OFFER OF MEDICAL PAYMENT COVERAGE

The Nevada Statute (NRS 687B.145) requires that Medical Payment Coverage be offered in an amount of at least \$1,000 unless you reject this coverage. You may accept or reject this coverage.

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IF YOU ARE CURRENTLY CARRYING MEDICAL PAYMENT COVERAGE, PLEASE DISREGARD. IF YOU WISH TO ADD THIS COVERAGE, PLEASE COMPLETE THIS FORM AND SUBMIT TO YOUR AGENT.

I have read and understand the provisions of Medical Payment Coverage.

☐ I hereby **REJECT** this coverage

☐ I hereby **SELECT** this coverage

Date 06/04/08 Signature of Named Insured _____

NOTE: Please contact your Agent in writing if you care to change these selections in the future.
NV UM 1-07

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 140021926
AGENT #: 850-85-850006
DATE PROCESSED: July 24, 2008

COVERAGE PROVIDED
FROM: July 24, 2008 @ 1:47 P.M. P.D.T.
TO: August 24, 2008 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119-2007

AGENT: 850-85-850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #	TER	CLASS	PTS	DISC
1	1998	FORD RANGER SUP	1FTYR14U2WPA70644	012	30MS	0	

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	PREMIUM DED.
Bodily Injury	15000/person	38.00
	30000/accdnt	
Property Damage	10000/accdnt	38.00

FULL TERM PREMIUM		76.00

POLICY FEE 10.00

TOTAL CHARGES 86.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:



UNIT# LOSS PAYEE(S) TYPE, NAME, ADDRESS, CITY, STATE AND ZIP CODE

COUNTER SIGNED: DATE 07/24/2008

By

Emilee H. Luvina

Please cut on dotted lines

NEVADA AUTOMOBILE INSURANCE CARD		NEVADA AUTOMOBILE INSURANCE CARD	
 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>		 <p>P.O. BOX 15007 LAS VEGAS, NV 89114 PHONE: 866-209-4163 FAX: 866-209-9631 AGENCY:</p>	
<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007</p>		<p>INSURED:</p> <p>GARY S LEWIS 5049 SPENCER ST D LAS VEGAS, NV 89119-2007</p>	
<p>US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p>		<p>US AUTO INS AGENCY, INC. Phone #: (702)876-0072</p>	
Policy Number	Effective Date TO Expiration Date	Policy Number	Effective Date TO Expiration Date
NVA - 140021926	07/24/2008 TO 08/24/2008	NVA - 140021926	07/24/2008 TO 08/24/2008
Year/Make/Model	VIN	Year/Make/Model	VIN
1990 FORD RANGER SUP	1FTYR14U2WPA70644	1990 FORD RANGER SUP	1FTYR14U2WPA70644
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND		THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND	
The drivers listed below are on this policy:		The drivers listed below are on this policy:	
Driver Name	Driver's License Number	Driver Name	Driver's License Number
GARY S LEWIS	1701866927	GARY S LEWIS	1701866927
KRISTEN AMY SCOTT	2102503674	KRISTEN AMY SCOTT	2102503674
This card has been approved by the Commissioner of Insurance		This card has been approved by the Commissioner of Insurance	
<p>In the event of an accident or loss:</p> <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 		<p>In the event of an accident or loss:</p> <ul style="list-style-type: none"> • Help any injured. • Get names, addresses, auto license plates numbers of persons involved, including all witnesses. • Do not admit fault. Do not discuss an accident with anyone except the police or our representative. • Protect your auto and any property from further damage. • Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours. • Notify your claims service center toll free at 866-209-9417. 	
COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185		COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185	

United Automobile Insurance Company

P.O. BOX 15807
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

**MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT**

Date of Payment 07/24/2008 13:47:11

Policy Number NYA -140021926

UAIC Producer Number 850006

UAIC User ID 850006

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST AptD
LAS VEGAS, NV 89119-2907

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 86.00

Total Now Due \$ 86.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 86.00

Check # \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 0.00

Total Payment Received \$ 86.00

Comments:

UNITED AUTOMOBILE INSURANCE GROUP

NOTICE OF PRIVACY POLICY

Our Privacy Policy applies to all companies within the United Automobile Insurance Group family of companies, which includes the following:

United Automobile Insurance Company
Argus Fire & Casualty Insurance Company
National Insurance Management Company
NIMC Insurance Services, Inc.
United Premium Finance Company
Southwest Underwriters, Inc.
3iComp, Inc.

The United Automobile Insurance Group ("UAIG") protects customer information. We maintain physical, electronic and organizational safeguards to protect this information. We continually review our policies and practices, monitor our computer networks, and test the security of our systems to ensure safety of this information.

Information We May Collect

We collect and use information we believe is necessary to administer our business, to advise you about our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, such as those listed below:

Types of information we may collect and how we gather it:

1. From you, on applications or on other forms for our insurance products, through telephone or in-person interviews and from your insurance agent.
2. From your transactions with us, such as your payment history and underwriting and claim documents.
3. From non-UAIG companies, such as your driving record and claim history.

How We Use Information About You

We use customer information to underwrite your policies, process your claims, ensure proper billing, service your accounts and offer you other UAIG insurance and/or financial products we believe may suit your needs.

Information Disclosure

We share information about our transactions (such as payment of premium) and experiences with you (such as an auto accident) within UAIG and with UAIG agents to better serve you and to assist in meeting our current product and service needs. We may also disclose customer information about you to persons or organizations inside or outside our family of companies as permitted or required by law.

We share customer information as necessary to handle any claims that you may have and to protect you against fraud and unauthorized transactions. For example, we might share customer information such as name, address, and coverage information with an auto body shop to facilitate repairs on an auto damage claim.

Your Choice to Share Information

There are two types of information sharing – information sharing within UAIG and information sharing outside UAIG. We do not sell customer information. We do not provide customer information to persons or organizations outside UAIG for their own marketing purposes. The choice in the Special Notice, which follows, applies only to sharing of information within UAIG and your insurance agent. For example, if you are an auto policyholder, our ability to share information among other UAIG companies allows us not to ask again about your driving record if you apply for a commercial auto policy.

Special Notice Regarding the Sharing of Certain Information Within the UAIG Family of Companies

This notice applies only to the sharing of information within UAIG that does not involve your transactions or experiences with us.

What Information We Share: Unless you tell us not to, we may share information within UAIG that was obtained from your application, such as your occupation; or information obtained from your driving record or claims history. We may also verify information provided by you, such as information about the operators of your vehicles and members of your household.

Why We Share: We may share information about you within UAIG to enhance our service to you, to underwrite your policies, to measure your interest in our products and services, to improve existing products, to develop new products and to monitor customer trends.

Who We Share With: We may share information within the UAIG family of companies and with your insurance agent.

If you prefer that we not share this information within UAIG, call us toll free at 1-800-551-2110. Your choice will also apply to your joint accounts, if any. Your direction not to share this information does not limit UAIG from sharing certain information about you which is essential to conducting our business, such as processing any claim you may have, or information permitted or required by law. Your choice does limit our effort to market new products and services to you.

UAIG PP (06/06)

Policy Number
NVA 140021926

UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
August 24, 2008
Expiration Date
September 24, 2008
Invoice Date
August 04, 2008
DB01

* R E N E W A L *
* S T A T E M E N T *

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119-2007

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 80.00 * No Later Than * 08/24/08 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 80.00

Company 14
Policy Number NVA -140021926
Agent Number 850-85 -850006
Due Date 08/24/08
Invoice Date 08/04/08
Invoice Number 6573643
Amount Due \$ 80.00

UNITED AUTOMOBILE INSURANCE-NV
GARY S LEWIS
US AUTO INS AGENCY, INC.

*** RENEWAL STATEMENT ***

Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

Please cut on dotted lines



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119-2007

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
14 NVA - 140021926	8/24/08		9/24/08

Year/Make/Model	VIN
98 FORD RANGER SUP	1FTYR14U2WPA70644

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are on this policy:

Driver Name	Driver's License Number
1 GARY S LEWIS	1701866927
2 KRISTEN AMY SCOTT	2102503674

This card has been approved by the Commissioner of Insurance

In the event of an accident or loss:

- Help any injured.
- Get names, addresses, auto license plates numbers of persons involved, including all witnesses.
- Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- Notify your claims service center toll free at 866-209-9417.

COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185



NEVADA AUTOMOBILE INSURANCE CARD
UNITED AUTOMOBILE INSURANCE COMPANY
P.O. BOX 15007, LAS VEGAS, NV 89114-5007
PH: (866)209-4163 FAX: (866)209-9631

INSURED:
GARY S LEWIS
5049 SPENCER ST APT D
LAS VEGAS, NV 89119-2007

AGENCY:
US AUTO INS AGENCY, INC.

Policy Number	Effective Date	TO	Expiration Date
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COVERAGE UNDER THE POLICY NOTED ON THIS CARD MEETS THE REQUIREMENTS SET FORTH IN NRS 485.185

Display Notes Claim 0006000455 Claimant 000 for Coverage

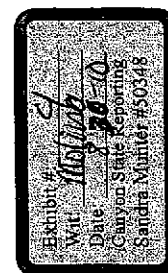
Page 1 of 2

Note Records for -000 Coverage

Note Detail

Date/Time User

Note Detail	Date/Time	User
*****REPORT ONLY*****	10/10/2007	
	13:52:43	
10/10/07 GSMOLINA DISCUSS FILE WITH MANNY AND WE DECIDED TO OPEN CLAIM	10/10/2007	
	13:52:43	
DUE TO SEVERITY OF THIS CLAIM AND HAVING TWO LAW FIRMS REPRESENTING	10/10/2007	
	13:52:43	
CLAIMANT.	10/10/2007	
	13:52:43	
THIS LOSS HAPPENED ON 7/8/2007	10/10/2007	
	13:52:43	
*****REPORT ONLY*****	10/10/2007	
	13:52:43	
*****	10/10/2007	
	13:52:43	
%*****%	10/10/2007	
	13:52:43	
Company:14,Pol prefix:NVA ,Pol no.:030021926	10/10/2007	
	13:52:43	
Pol eff dte:07/10/07 Pol exp dte:08/10/07 Loss of date:07/08/07	10/10/2007	
	13:52:43	
Unit#:001 96 CHEV PICKUP1500 Active Add date:07/10/07	10/10/2007	
	13:52:43	
No Lienholder information is available	10/10/2007	
	13:52:43	
del date: Vin Number :1GCEC19M6TE214944	10/10/2007	
	13:52:43	
BI : 15/30 PD : 10	10/10/2007	
	13:52:43	
Unit#:002 94 FORD RANGER Active Add date:07/10/07	10/10/2007	
	13:52:43	
No Lienholder information is available	10/10/2007	
	13:52:43	
del date: Vin Number :1FTCR10UXRPC26207	10/10/2007	
	13:52:43	
BI : 15/30 PD : 10	10/10/2007	
	13:52:43	
Drv#:001 GARY S LEWIS Eff date:07/10/07 Del date:	10/10/2007	
	13:52:43	
Active/****/Principle D.O.B :04/28/74 Occup:PLUMBER	10/10/2007	
	13:52:43	
License#:1701866927 Lic date:02/29/04	10/10/2007	
	13:52:43	
Drv#:002 KRISTEN AMY SCOTT Eff date:07/10/07 Del date:	10/10/2007	
	13:52:43	
Active/****/Principle D.O.B :09/16/76 Occup:ACCOUNT RECEIVABLE	10/10/2007	
	13:52:43	
License#:2102503674 Lic date:02/29/04	10/10/2007	
	13:52:43	
%*****%	10/10/2007	
	13:52:43	
10/10/2007 mcardova @ 12:38pm Reviewed all facts of this claim and verified	10/10/2007	MCORDO
	15:36:13	
with Lisa in underwriting that policy lapsed 06/30/2007 and reinstated	10/10/2007	MCORDO
	15:36:13	
on 07/10/2007 two days after the loss receipt of payment submission in	10/10/2007	MCORDO
	15:36:13	
scan along with a copy of the money order the insured used to purchase the	10/10/2007	MCORDO
	15:38:38	
	10/10/2007	MCORDO



Display Notes Claim 0006000455 Claimant 000 for Coverage

Page 2 of 2

insurance. Claimant presenting the claim is represented by two attorneys. Seegmiller & Associates and Christensen Law Offices. Sent denials to both claimants with copies of both decision pages. Denials were sent via fax and by mail. Each decision page has the highlighted effective and expiration date. Sent copies of fax confirmations to scan.

*****DENIAL*****

11/01/2007 mardova @ 11:28am Read letter from Christensen law office wanting us to provide them with our insured information. I replied with letter advising I could only provide info that would be public record such as police report. Sent confirming letter via fax and by mail. Sent letter to scan. Also mailed another copy of denial. Claimant attorney suing our insured but we will not provide coverage as our insured policy was lapsed.

15:38:38
10/10/2007 MCORDO
15:38:38
10/10/2007 MCORDO
15:38:38
10/10/2007 MCORDO
15:38:38
10/10/2007 MCORDD
15:38:38
10/10/2007 MCORDO
15:38:38
11/01/2007 MCORDO
14:29:51
11/01/2007 MCORDO
14:29:51
11/01/2007 MCOROO
14:29:51
11/01/2007 MCORDD
14:29:51
11/01/2007 MCORDO
14:29:51
11/01/2007 MCORDO
14:29:51

Add New Note

07/21/2009 JCODY

ADD NEW NOTE



Christensen Law West

10:27:10 a.m. 07-21-2009

1/11



July 20, 2009

VIA FACSIMILE AND US MAIL: (866) 483-3916

United Automobile Insurance Group
P.O. Box 15397
Scottsdale, AZ 85267-5397

Re: Insured: Gary Lewis
Date of Loss: 7/8/07

600 455
NVA 21926

Dear UAIG:

A claim has now been made that UAI's actions in the underlying litigation were themselves bad faith. Enclosed please find a copy of the Complaint filed in this matter. As you can see this action is separate from the underlying case. Be advised my client is open to resolving this matter without further litigation should UAI like to do so.

Very truly yours
CHRISTENSEN LAW OFFICES, LLC

Thomas Christensen, Esq.
David P. Sampson, Esq.
DS:sd

Enclosure

7028706152

Christensen Law West

10:27:23 a.m. 07-21-2009

2/11

FILED
May 22 1 48 PM '09
Eul
CLERK OF THE COURT

1 COM
2 THOMAS CHRISTENSEN, ESQ.
3 Nevada Bar No. 2326
4 DAVID F. SAMPSON, ESQ.
5 Nevada Bar No. 6811
6 CHRISTENSEN LAW OFFICES, LLC
7 1000 S. Valley View Blvd.
8 Las Vegas, Nevada 89107
9 Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

7 JAMES NALDER, Guardian Ad Litem for minor)
8 Cheyanne Nalder, real party in interest, and)
9 GARY LEWIS, Individually,)
10 Plaintiffs,)

11 vs.)

12 UNITED AUTOMOBILE INSURANCE CO,)
13 DOES I through V, and ROE CORPORATIONS)
14 I through V, inclusive)

15 Defendants.)

Case No.: A-09-590967-C
Dept No.: II

COMPLAINT

16 COME NOW the Plaintiffs, James Nalder, Guardian Ad Litem for minor, Cheyanne
17 Nalder, real party in interest in this matter, and Gary Lewis, by and through their attorneys of
18 record, DAVID SAMPSON, ESQ., of the law firm of CHRISTENSEN LAW OFFICES, LLC,
19 and for Plaintiffs' Complaint against the Defendants, and each of them, allege as follows:

20 I. That Plaintiff, James Nalder, Guardian Ad Litem for minor, Cheyanne Nalder real party
21 in interest, was at all times relevant to this action a resident of the County of Clark, State of
22 Nevada.
23
24



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10:27:43 a.m. 07-21-2009

3/11



1 2. That Plaintiff, Gary Lewis, was at all times relevant to this action a resident of the
2 County of Clark, State of Nevada.

3 3. That Defendant, United Automobile Insurance Co. (hereinafter "UAI"), was at all times
4 relevant to this action an automobile insurance company duly authorized to act as an insurer in
5 the State of Nevada and doing business in Clark County, Nevada.

6 4. That the true names and capacities, whether individual, corporate, partnership, associate
7 or otherwise, of Defendants, DOES I through V and ROE CORPORATIONS I through V, are
8 unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs
9 are informed and believe and thereon allege that each of the Defendants designated herein as
10 DOE or ROE CORPORATION is responsible in some manner for the events and happenings
11 referred to and caused damages proximately to Plaintiffs as herein alleged, and that Plaintiffs
12 will ask leave of this Court to amend this Complaint to insert the true names and capacities of
13 DOES I through V and ROE CORPORATIONS I through V, when the same have been
14 ascertained, and to join such Defendants in this action.

15 5. That, at all times relevant hereto, Gary Lewis was the owner of a certain 1996 Chevy
16 Silverado with vehicle identification number 1GCEC19M6TE214944 (hereinafter "Plaintiff's
17 Vehicle").

18 6. That Gary Lewis had in effect on July 8, 2007, a policy of automobile insurance on the
19 Plaintiff's Vehicle with Defendant, UAI (the "Policy"); that the Policy provides certain
20 benefits to Cheyanne Nalder as specified in the Policy; and the Policy included liability
21 coverage in the amount of \$15,000.00/\$30,000.00 per occurrence (hereinafter the "Policy
22 Limits").

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10:28:06 a.m. 07-21-2009

4/11



1 7. That Gary Lewis paid his monthly premium to UAI for the policy period of June 30,
2 2007 through July 31, 2007.

3 8. That on July 8, 2007 on Bartolo Rd in Clark County Nevada, Cheyanne Nalder was a
4 pedestrian in a residential area, Plaintiff's vehicle being operated by Gary Lewis when Gary
5 Lewis drove over top of Cheyanne Nalder causing serious personal injuries and damages to
6 Cheyanne Nalder.

7 9. That Cheyanne Nalder made a claim to UAI for damages under the terms of the Policy
8 due to her personal injuries.

9 10. That Cheyanne Nalder offered to settle his claim for personal injuries and damages
10 against Gary Lewis within the Policy Limits, and that Defendants, and each of them, refused to
11 settle the claim of Cheyanne Nalder against Gary Lewis within the Policy Limits and in fact
12 denied the claim all together indicating Gary Lewis did not have coverage at the time of the
13 accident.

14 11. That Plaintiff, Gary Lewis has duly performed all the conditions, provisions and terms
15 of the Policy relating to the loss sustained by Plaintiff, Cheyanne Nalder, and has furnished and
16 delivered to the Defendants, and each of them, full and complete particulars of said loss and
17 have fully complied with all of the provisions of the Policy relating to the giving of notice of
18 said loss, and have duly given all other notices required to be given by the Plaintiffs under the
19 terms of the Policy, including paying the monthly premium.

20 12. That Plaintiff, Cheyanne Nalder, is a third party beneficiary under the Policy as well as a
21 Judgment Creditor of Gary Lewis and is entitled to pursue action against the Defendants directly
22 under Hall v. Enterprise Leasing Co., West 122 Nev. 685, 137 P.3d 1104, 1109 (2006), as well as
23 Denham v. Farmers Insurance Company, 213 Cal.App.3d 1061, 262 Cal.Rptr. 146 (1989).

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Christensen Law West

10:28:31 a.m. 07-21-2009

5/11

1 13. That Cheyanne Nalder conveyed to UAI her willingness to settle her claim against Gary
2 Lewis at or within the policy limits of \$15,000.00 provided they were paid in a commercially
3 reasonable manner.

4 14. That Cheyanne Nalder and Gary Lewis cooperated with UAI in its investigation
5 including but not limited to providing a medical authorization to UAI on or about August 2,
6 2007.

7 15. That on or about August 6, 2007 UAI mailed to Plaintiff, Cheyanne Nalders' attorney,
8 Christensen Law Offices, a copy of "Renewal Policy Declaration Monthly Nevada Personal
9 Auto Policy" for Gary Lewis with a note that indicated "There was a gap in coverage".

10 16. That on or about October 10, 2007 UAI mailed to Plaintiff, Cheyanne Nalders'
11 attorney, Christensen Law Offices, a letter denying coverage.

12 17. That on or about October 23, 2007, Plaintiff, Cheyanne Nalder provided a copy of the
13 complaint filed against UAI's insured Gary Lewis.

14 18. That on or about November 1, 2007, UAI mailed to Plaintiff, Cheyanne Nalders'
15 attorney, Christensen Law Offices, another letter denying coverage.

16 19. That UAI denied coverage stating Gary Lewis had a "lapse in coverage" due to non-
17 payment of premium.

18 20. That UAI denied coverage for non-renewal.

19 21. That UAI mailed Gary Lewis a "renewal statement" on or about June 11, 2007 that
20 indicated UAI's intention to renew Gary Lewis' policy.

21 22. That upon receiving the "renewal statement", which indicated UAI's intention to renew
22 Gary Lewis' policy, Gary Lewis made his premium payment and procured insurance coverage
23 with UAI.
24



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Christensen Law West

10:28:53 a.m. 07-21-2009

6/11



1 23. That UAI was required under the law to provide insurance coverage under the policy
2 Gary Lewis had with UAI for the loss suffered by Cheyenne Nalder, and was under an
3 obligation to defend Gary Lewis and to indemnify Gary Lewis up to and including the policy
4 limit of \$15,000.00, and to settle Cheyenne's claim at or within the \$15,000.00 policy limit
5 when given an opportunity to do so.

6 24. That UAI never advised Lewis that Nalder was willing to settle Nalder's claim against
7 Lewis for the sum of \$15,000.00.

8 25. UAI did not timely evaluate the claim nor did it tender the policy limits.

9 26. Due to the dilatory tactics and failure of UAI to protect their insured by paying the
10 policy limits when given ample opportunity to do so, Plaintiff, Nalder, was forced to seek the
11 services of an attorney to pursue his rights under her claim against Lewis.

12 27. Due to the dilatory tactics and failure of UAI to protect their insured by paying the
13 policy limits when given ample opportunity to do so, Plaintiff, Cheyanne Nalder, was forced to
14 file a complaint on October 9, 2007 against Gary Lewis for her personal injuries and damages
15 suffered in the July 8, 2007 automobile accident.

16 28. The filing of the complaint caused additional expense and aggravation to both
17 Cheyanne Nalder and Gary Lewis.

18 29. Cheyanne Nalder procured a Judgment against Gary Lewis in the amount of
19 \$3,500,000.00.

20 30. UAI refused to protect Gary Lewis and provide Gary Lewis with a legal defense to the
21 lawsuit filed against Gary Lewis by Cheyanne Nalder.

22 31. That Defendants, and each of them, are in breach of contract by their actions which
23 include, but are not limited to:

24

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Christensen Law West

10:29:16 a.m. 07-21-2009

7/11

- a. Unreasonable conduct in investigating the loss;
- b. Unreasonable failure to provide coverage for the loss;
- c. Unreasonable delay in making payment on the loss;
- d. Failure to make a prompt, fair and equitable settlement for the loss;
- e. Unreasonably compelling Plaintiffs to retain an attorney before making payment on the loss.

32. As a proximate result of the aforementioned breach of contract, Plaintiffs have suffered and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing interest.

33. As a further proximate result of the aforementioned breach of contract, Plaintiffs have suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of pocket expenses, all to their general damage in excess of \$10,000.00.

34. As a further proximate result of the breach of contract, Plaintiffs were compelled to retain legal counsel to prosecute this claim, and Defendants, and each of them, are liable for their attorney's fees reasonably and necessarily incurred in connection therewith.

35. That Defendants, and each of them, owed a duty of good faith and fair dealing implied in every contract.

36. That Defendants, and each of them, were unreasonable by refusing to cover the true value of the claim of Cheyanne Nalder, wrongfully failing to settle within the Policy Limits when they had an opportunity to do so, and wrongfully denying coverage.

37. That as a proximate result of the aforementioned breach of the implied covenant of good faith and fair dealing, Plaintiffs have suffered and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing interest.



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Christensen Law West

10:29:39 a.m. 07-21-2009

8/11



1 38. That as a further proximate result of the aforementioned breach of the implied covenant
2 of good faith and fair dealing, Plaintiffs have suffered anxiety, worry, mental and emotional
3 distress, and other incidental damages and out of pocket expenses, all to their general damage
4 in excess of \$10,000.00.

5 39. That as a further proximate result of the aforementioned breach of the implied covenant
6 of good faith and fair dealing, Plaintiffs were compelled to retain legal counsel to prosecute this
7 claim, and Defendants, and each of them, are liable for their attorney's fees reasonably and
8 necessarily incurred in connection therewith.

9 40. That Defendants, and each of them, acted unreasonably and with knowledge that there
10 was no reasonable basis for its conduct, in its actions which include but are not limited to:
11 wrongfully refusing to cover the value of the claim of Cheyanne Nalder, wrongfully failing to
12 settle within the Policy Limits when they had an opportunity to do so and wrongfully denying
13 the coverage.

14 41. That as a proximate result of the aforementioned bad faith, Plaintiffs have suffered and
15 will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing
16 interest.

17 42. That as a further proximate result of the aforementioned bad faith, Plaintiffs have
18 suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of
19 pocket expenses, all to their general damage in excess of \$10,000.00.

20 43. That as a further proximate result of the aforementioned bad faith, Plaintiffs were
21 compelled to retain legal counsel to prosecute this claim, and Defendants, and each of them, are
22 liable for their attorney's fees reasonably and necessarily incurred in connection therewith.

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7028706152

Christensen Law West

10:30:03 a.m. 07-21-2009

9/11



44. That Defendants, and each of them, violated NRS 686A.310 by their actions, including but not limited to: wrongfully refusing to cover the value of the claim of Cheyanne Nalder, wrongfully failing to settle within the Policy Limits when they had an opportunity to do so and wrongfully denying coverage.

45. That NRS 686A.310 requires that insurance carriers conducting business in Nevada adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies, and requires that carriers effectuate the prompt, fair and equitable settlements of claims in which liability of the insurer has become reasonably clear.

46. That UAI did not adopt and implement reasonable standards for the prompt investigation and processing of claims arising under its insurance policies, and did not effectuate the a prompt, fair and/or equitable settlement of Nalder's claim against Lewis in which liability of the insurer was very clear, and which clarity was conveyed to UAI.

47. That NAC 686A.670 requires that an insurer complete an investigation of each claim within 30 days of receiving notice of the claim, unless the investigation cannot be reasonably completed within that time.

48. That UAI received notice of Nalder's claim against Lewis, at the very latest, on or before August 6, 2007. That it was more than reasonable for UAI to complete its investigation of Nalder's claim against Lewis well within 30 days of receiving notice of the claim.

49. That UAI did not offer the applicable policy limits.

50. That UAI did failed to investigate the claim at all and denied coverage.

51. That as a proximate result of the aforementioned violation of NRS 686A.310, Plaintiffs have suffered and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing interest.

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Christensen Law West

10:30:27 a.m. 07-21-2009

10/11

52. That as a further proximate result of the aforementioned violation of NRS 686A.310, Plaintiffs have suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of pocket expenses, all to their general damage in excess of \$10,000.00.

53. That as a further proximate result of the aforementioned violation of NRS 686A.310, Plaintiffs were compelled to retain legal counsel to prosecute this claim, and Defendants, and each of them, are liable for their attorney's fees reasonably and necessarily incurred in connection therewith.

54. That the Defendants, and each of them, have been fraudulent in that they have stated that they would protect Gary Lewis in the event he was found liable in a claim. All of this was done in conscious disregard of Plaintiffs' rights and therefore Plaintiffs are entitled to punitive damages in an amount in excess of \$10,000.00.

WHEREFORE, Plaintiffs, pray for judgment against Defendants, and each of them, as follows:

1. Payment for the excess verdict rendered against Lewis which remains unpaid in an amount in excess of \$3,500,000.00;

2. General damages for mental and emotional distress and other incidental damages in an amount in excess of \$10,000.00;

3. Attorney's fees and costs of suit incurred herein; and

4. Punitive damages in an amount in excess of \$10,000.00;

///

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Christensen Law West

10:30:47 a.m. 07-21-2009

11/11

5. For such other and further relief as this Court deems just and proper.

DATED this 12 day of April, 2009.

CHRISTENSEN LAW OFFICES, LLC.

By: 

Thomas Christensen, Esq.

David F. Sampson, Esq.

Nevada Bar No. 6811

1000 South Valley View Blvd

Las Vegas, Nevada 89107

Attorneys for Plaintiffs



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October 23, 2007

Via Facsimile: 866-209-4163

UAI
Attn: Manny Cordova
PO Box 14950
Las Vegas, NV 89114

Re: Your Insured: Gary Lewis
Our Client: CheyAnne Nalder
Claim No.: 14 NV 020021926
Date of Incident: 7/8/2007

Dear Mr. Cordova:

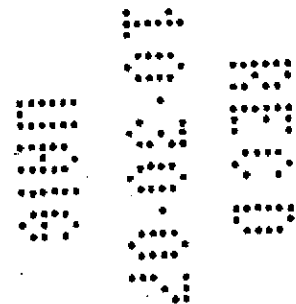
Enclosed please find a copy of the Complaint filed in this matter. Please provide us with your insured's residence address so that we may serve him personally. If we do not receive the same, we will serve your insured through the Department of Motor Vehicles.

Very truly yours,
CHRISTENSEN LAW OFFICES, LLC


Thomas Christensen, Esq.,
David R. Sampson, Esq.,

DS:sd

Enclosure



1 COMP
2 DAVID F. SAMPSON, ESQ.,
3 Nevada Bar #6811
4 THOMAS CHRISTENSEN, ESQ.,
5 Nevada Bar #2326
6 1000 S. Valley View Blvd.
7 Las Vegas, Nevada 89107
8 (702) 870-1000
9 Attorney for Plaintiff,
10 JAMES NALDER As Guardian Ad
11 Litem for minor, CHEYENNE NALDER

FILED

2007 OCT -9 P 12:13

Conf. [Signature]
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

10 JAMES NALDER, individually)
11 and as Guardian ad Litem for)
12 CHEYENNE NALDER, a minor.)

13 Plaintiffs,)

14 vs.)

15 GARY LEWIS, and DOES I)
16 through V, inclusive ROES I)
17 through V)

18 Defendants.)

CASE NO: A049111
DEPT. NO: VI

COMPLAINT

19 COMES NOW the Plaintiff, JAMES NALDER as Guardian Ad Litem for CHEYENNE
20 NALDER, a minor, by and through Plaintiff's attorney, DAVID F. SAMPSON, ESQ., of
21 CHRISTENSEN LAW OFFICES, LLC, and for a cause of action against the Defendants, and
22 each of them, alleges as follows:

- 23 1. Upon information and belief, that at all times relevant to this action, the Defendant,
24 GARY LEWIS, was a resident of Las Vegas, Nevada.
25
26 2. That Plaintiffs, JAMES NALDER, individually and as Guardian Ad Litem for
27 CHEYENNE NALDER, a minor, (hereinafter referred to as Plaintiffs) were at the time of the
28 accident residents of the County of Clark, State of Nevada.





3. That the true names or capacities, whether individual, corporate, associate or otherwise, of Defendants named as DOES I through V, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated herein as DOE is responsible in some manner for the events and happenings referred to and caused damages proximately to Plaintiff as herein alleged, and that Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and capacities of DOES I through V, when the same have been ascertained, and to join such Defendants in this action.

4. Upon information and belief, Defendant, Gary Lewis, was the owner and operator of a certain 1996 Chevy Pickup (hereinafter referred to as "Defendant" vehicle") at all time relevant to this action.

5. On the 8th day of July, 2007, Defendant, Gary Lewis, was operating the Defendant's vehicle on private property located in Lincoln County, Nevada; that Plaintiff, Cheyenne Nalder was playing on private property; that Defendant, did carelessly and negligently operate Defendant's vehicle so to strike the Plaintiff, Cheyenne Nalder and that as a direct and proximate result of the aforesaid negligence of Defendant, Gary Lewis, and each of the Defendants, Plaintiff, Cheyenne Nalder sustained the grievous and serious personal injuries and damages as hereinafter more particularly alleged.

6. At the time of the accident herein complained of, and immediately prior thereto, Defendant, Gary Lewis in breaching a duty owed to the Plaintiffs, was negligent and careless, inter alia, in the following particulars:

- A. In failing to keep Defendant's vehicle under proper control;
- B. In operating Defendant's vehicle without due caution for the rights of the Plaintiff;

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE. 1

POLICY #: NVA 030021926
AGENT #: 850-85-850006
DATE PROCESSED: July 10, 2007

COVERAGE PROVIDED
FROM: July 10, 2007 @ 12:50 P.M. P.D.T.
TO: August 10, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE		VEHICLE ID #
VEHICLE	YEAR MAKE/MODEL	
1	1996 CHEV PICKUP1500	1GCKC19M6TE214944
2	1994 FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0		.200	Y	N	N	N	Y	N	N	N
2	06	012	30MS	1		.200	Y	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1	VEHICLE 2
		PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00	33.00
	30000/accnt		
Property Damage	10000/accnt	29.00	33.00
FULL TERM PREMIUM		58.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 07/10/2007

By Glenn M. Cabana

P. 1

* * * COMMUNICATION RESULT REPORT (NOV. 1, 2007 10:25AM) * * *

FAX HEADER 1: UNITED AUTOMOBILE INS. CO.
FAX HEADER 2:

TRANSMITTED/STORED : NOV. 1, 2007 10:19AM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

5866 MEMORY TX

7028706152

OK

3/3

FAX C

REASON FOR ERROR
E-1) HANDUP OR LINE PATH
E-3) NO ANSWER

E-2) BUSY NO FACSIMILE CONNECTION



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

November 1, 2007

Christensen Law Offices
1000 South Valley view Blvd.
Las Vegas, NV 89107

Re: Insured: Gary Lewis
Claim Number: 0006000435
Date of Loss: 07/08/2007
Policy Number: NVA 030021926
Claimant: CheyAnne Nalder

Dear Mr. Sampson and Mr. Christensen,

We are in receipt of your letter dated October 23, 2007. Unfortunately our insured did not have coverage at the time of the loss. A denial letter was forwarded to you denying this claim in its entirety as there was no coverage at the time of the loss.

The only information we can legally provide your office would be information that is public record. We searched our file and could not find a police report for this incident, therefore we will not be able to provide you with the information requested.

I called Mr. Gary Lewis with the number we had on file in an attempt to advise him that your firm is looking to contact him. The number we had on file is no longer in service. If there is anything else we can do that would assist you please feel free to contact Manny Cordova at 702 369 0312 ext 6509 to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

November 1, 2007

Christensen Law Offices
1000 South Valley view Blvd.
Las Vegas, NV 89107

ANS

Re: Insured: Gary Lewis
Claim Number: 0006000455
Date of Loss: 07/08/2007
Policy Number: NVA 030021926
Claimant: CheyAnne Nalder

-003- V03

Dear Mr. Sampson and Mr. Christensen,

We are in receipt of your letter dated October 23, 2007. Unfortunately our insured did not have coverage at the time of the loss. A denial letter was forwarded to you denying this claim in its entirety as there was no coverage at the time of the loss.

The only information we can legally provide your office would be information that is public record. We searched our file and could not find a police report for this incident, therefore we will not be able to provide you with the information requested.

I called Mr. Gary Lewis with the number we had on file in an attempt to advise him that your firm is looking to contact him. The number we had on file is no longer in service. If there is anything else we can do that would assist you please feel free to contact Manny Cordova at 702 369 0312 ext 6509 to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

November 1, 2007

Christensen Law Offices
1000 South Valley view Blvd.
Las Vegas, NV 89107

Re: Insured: Gary Lewis
Claim Number: 0006000455
Date of Loss: 07/08/2007
Policy Number: NVA 030021926
Claimant: CheyAnne Nalder

Dear Mr. Sampson and Mr. Christensen,

We are in receipt of your letter dated October 23, 2007. Unfortunately our insured did not have coverage at the time of the loss. A denial letter was forwarded to you denying this claim in its entirety as there was no coverage at the time of the loss.

The only information we can legally provide your office would be information that is public record. We searched our file and could not find a police report for this incident, therefore we will not be able to provide you with the information requested.

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Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

DO NOT DETACH

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO
INJURE, DEFRAUD, OR DECEIVE ANDY INSURANCE
COMPANY OR FILES A STATEMENT OF CLAIM CONTAINING
ANY FALSSE, INCOMPLETE OR MISLEADING INFORMATION IS
GULTY OF A FELONY OF THE THIRD DEGREE.

AUTHORIZATION FOR MEDICAL INFORMATION

THIS AUTHORIZATION OR PHOTOCOPY HEREOF, WILL AUTHORIZE YOU TO FURNISH ALL
INFORMATION YOU MAY HAVE REGARDING MY CONDITION WHILE UNDER YOUR
OBSERVATION OR TREATMENT, INCLUDING THE HISTORY OBTAINED, X-RAY AND
PHYSICAL FINDINGS DIAGNOSIS AND PROGNOSIS. YOU ARE AUTHORIZED TO PROVIDE
THIS INFORMTIOAN IN ACCORDANCE WITH THE NEVADA AUTO INSURANCE LAW.

SIGNATURE

DATE

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO
INJURE, DEFRAUD, OR DECEIVE ANDY INSURANCE
COMPANY OR FILES A STATEMENT OF CLAIM CONTAINING
ANY FALSSE, INCOMPLETE OR MISLEADING INFORMATION IS
GULTY OF A FELONY OF THE THIRD DEGREE.

DO NOT DETACH

AUTHORIZATION FOR WAGES AND SALARY INFORMATION

THIS AUTHORIZATION OR PHOTOCOPY HEREOF, WILL AUTHORIZE YOU TO FURNISH ALL
INFORMATION YOU MAY HAVE REGARDING MY WAGES OR SALARY WHILE EMPLOYED
BY YOU. YOU ARE AUTHORIZED TO PROVIDE THIS INFORMATION IN ACCORDANCE WITH
THE NEVADA AUTO INSURANCE LAW

SIGNATURE

DATE

SOCIAL SECURITY NO. _____

10/10/07
13:53:41

UNITED INSURANCE GROUP
Claim Report

Page: 1
UAI1036P

Policy: NVA 030021926 Claim#: 0006000455 Loss Date/Time 2007/07/08
Type...: R Report Only Reported: 2007-10-10 13.52.43
Acct Date: 2007/10/10 Taken By: GSMOLI Via: M
Insured Name.....: LEWIS S GARY

Current Address....: 5049 SPENCER ST D
City/State/Zip...: LAS VEGAS NV 89119
Home/Work Phone...: 626 926-7654 / Ext.

Reported By.....: A SEEGMILLER & ASSOC
Name.....: CLARK SEGMILLER Driver#:
Address.....: 851 S RAMPART BLVD 200
City/State/Zip...: LAS VEGAS NV 89145
Home/Work Phone...: 702 966-7777 / Ext.

Driven By.....: I
Name.....: GARY S LEWIS Driver#:
Address.....: 5049 SPENCER ST D
City/State/Zip...: LAS VEGAS NV 89119
Home/Work Phone...: 626 926-7654 / Ext.
Dvr Lic#/State.: / D.O.B.:

No previous claims on file for this policy.

Accident Information

Accident Code.....: 014 Insd Hit Pedestrian
Accident Location...: State: NV
Road Conditions.....: Posted Speed Limit...:
Traffic Controls....: Type:
Reported to Police...: Precinct/Station: Case#:
Ticket Issued to Insured...: Type:
Ticket Issued to Other Drvr: Type:

Describe Accident:

*****REPORT ONLY*****
10/10/07 GSMOLINA DISCUSS FILE WITH MANNY AND WE DECIDED TO OPEN CLAIM
DUE TO SEVERITY OF THIS CLAIM AND HAVING TWO LAW FIRMS REPRESENTING
CLAIMANT.
THIS LOSS HAPPENED ON 7/8/2007
*****REPORT ONLY*****

10/10/07
13:53:41

UNITED INSURANCE GROUP
Claim Report

Page: 2
UAI1036P

Policy: NVA 030021926 Claim#: 0006000455 Loss Date/Time 2007/07/08
Type...: R Report Only Reported: 2007-10-10 13.52.43
Acct Date: 2007/10/10 Taken By: GSMOLI Via: M
Insured Name.....: LEWIS S GARY

Non-UAI/UAI Claimants

Claimant#: 001

Property Type.: O PEDESTRIAN

Driver or Property Owner.: CHEYANNE NALDER

Address.....:

City/State/Zip.....:

Home/Work Phone.....:

Drivers Driver Lic/Stat..:

Ext.:

D.O.B.

Describe Damage...: PEDESTRIAN
PEDESTRIAN

Describe Accident:

*****REPORT ONLY*****

10/10/07 GSMOLINA DISCUSS FILE WITH MANNY AND WE DECIDED TO OPEN CLAIM
DUE TO SEVERITY OF THIS CLAIM AND HAVING TWO LAW FIRMS REPRESENTING
CLAIMANT.

THIS LOSS HAPPENED ON 7/8/2007.

*****REPORT ONLY*****

10/10/07
13:53:41

UNITED INSURANCE GROUP
Claim Report

Page: 3
UAI1036P

Policy: NVA 030021926 Claim#: 0006000455 Loss Date/Time 2007/07/08
Type...: R Report Only Reported: 2007-10-10 13:52:43
Acct Date: 2007/10/10 Taken By: GSMOLI Via: M
Insured Name.....: LEWIS S GARY

Insured Vehicle Information

Unit#: VIN#: Year/Make/Model/Clr: 0000
Plate#: State.: Model/Color:
Driver Injured/Fatality...: Seat Belts Worn by Driver.: #Psngrs:
Vehicle UAI/UAI Insured...: Y Air Bag Installed.....: Inflated:
Driver Own Another vehicle: Yr/Mk/Md/Clr: 0000
Driver Have Other Insurance.: Company...:
Policy#...:
Point of Impact: UNKNOWN
Damaged Area...: UNKNOWN
Vehicle Drivable: Towed:
Vehicle Located.:
Location Phone...:
Permissive Use/Reason:
Insured Name.....:
Current Address...: 5049 SPENCER ST D
City/State/Zip...: LAS VEGAS NV 89119
Home/Work Phone.: 626 926-7654 / Ext.

Describe Accident:

*****REPORT ONLY*****
10/10/07 GSMOLINA DISCUSS FILE WITH MANNY AND WE DECIDED TO OPEN CLAIM
DUE TO SEVERITY OF THIS CLAIM AND HAVING TWO LAW FIRMS REPRESENTING
CLAIMANT.
THIS LOSS HAPPENED ON 7/8/2007
*****REPORT ONLY*****

10/10/07
13:53:41

UNITED INSURANCE GROUP
Claim Report

Page: 4
UAI1036P

Policy: NVA 030021926 Claim#: 0006000455 Loss Date/Time 2007/07/08
Type...: R Report Only Reported: 2007-10-10 13.52.43
Acct Date: 2007/10/10 Taken By: GSMOLI Via: M
Insured Name.....: LEWIS S GARY

CIS Notepad Detail

*****REPORT ONLY*****
10/10/07 GSMOLINA DISCUSS FILE WITH MANNY AND WE DECIDED TO OPEN CLAIM
DUE TO SEVERITY OF THIS CLAIM AND HAVING TWO LAW FIRMS REPRESENTING
CLAIMANT.
THIS LOSS HAPPENED ON 7/8/2007
*****REPORT ONLY*****

Company:14,Pol prefix:NVA ,Pol no.:030021926
Pol eff dte:07/10/07 Pol exp dte:08/10/07 Loss of date:07/08/07
Unit#:001 96 CHEV PICKUP1500 Active Add date:07/10/07
No Lienholder information is available
del date: Vin Number :1GCEC19M6TE214944
BI : 15/30 PD : 10
Unit#:002 94 FORD RANGER Active Add date:07/10/07
No Lienholder information is available
del date: Vin Number :1FTCR10UXRPC26207
BI : 15/30 PD : 10
Drv#:001 GARY S LEWIS Eff date:07/10/07 Del date:
Active/****/Principle D.O.B :04/28/74 Occup:PLUMBER
License#:1701866927 Lic. date:02/29/04
Drv#:002 KRISTEN AMY SCOTT Eff date:07/10/07 Del date:
Active/****/Principle D.O.B :09/16/76 Occup:ACCOUNT RECEIVABLE
License#:2102503674 Lic. date:02/29/04

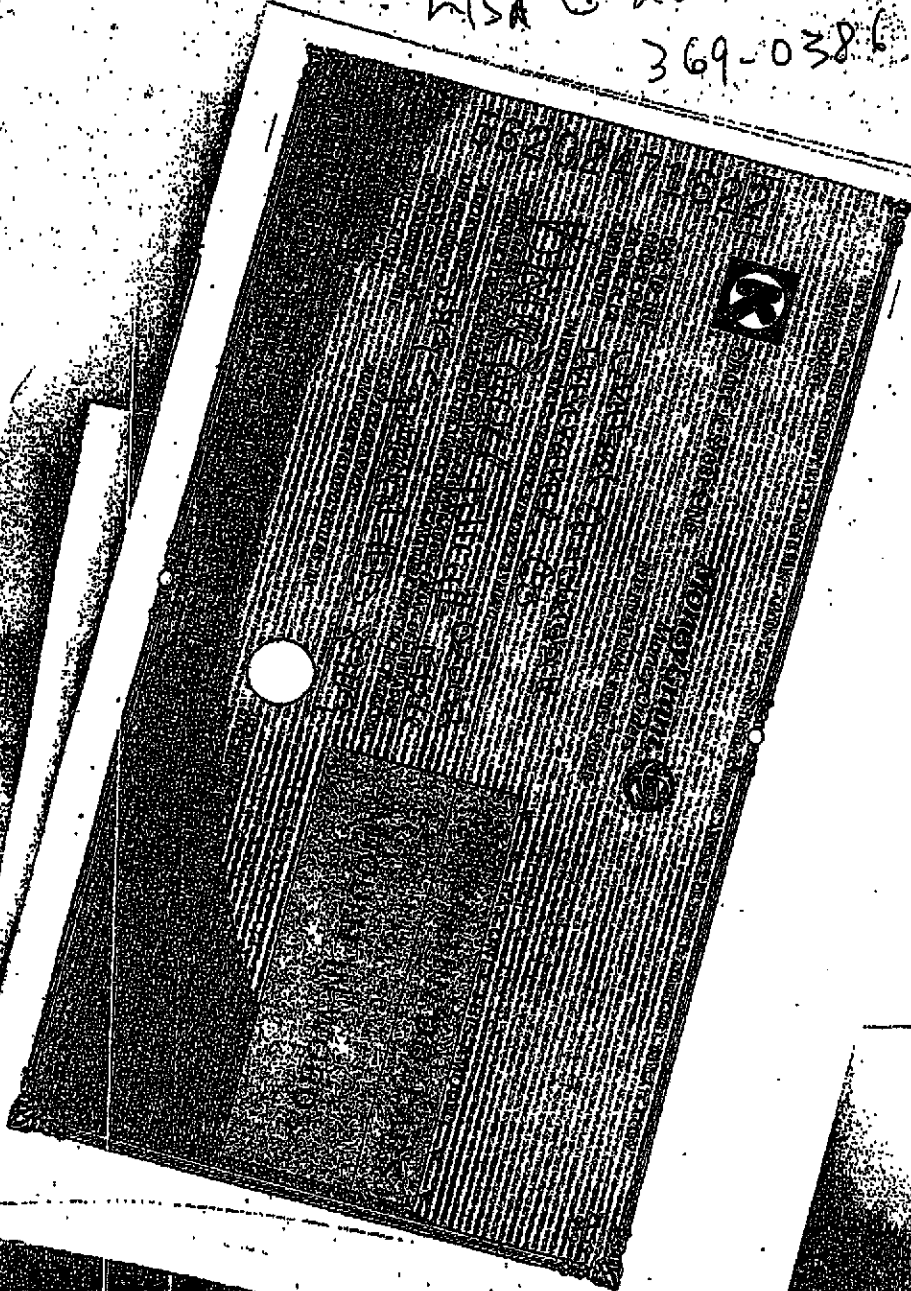


/09/2007 02:34 FAX 17028762801

E

001

LISA C. WATG
369-0386



United Automobile Insurance Company

P.O. BOX 15907
 LAS VEGAS, NV 89114
 PHONE: 866-289-4163 FAX: 866-289-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 07/10/2007 12:50:27
 Policy Number NVA-30021926
 UAIC Producer Number 850006
 UAIC User ID _____
 Type of Business RENEWAL

Insured Details

GARY S LEWIS
 5049 SPENCER ST Apt.D
 LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
 3909 W. SAHARA AVE., STE. 4
 LAS VEGAS, NV 89102
 PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

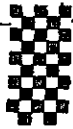
Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: _____



09/2007 02:38 FAX 17028762801

E

001

Receipt of Payment

Tuesday, July 10, 2007 12:54 PM

10452

US Auto Insurance Agency

3808 W. Sahara Suite #4
Las Vegas NV, 89102
Tel: (702) 876-0072 Fax: (702) 878-2601
E-mail: usautoinsurance@earthlink.net
WebSite: www.quomation.com

Gary Lewis

5048 SPENCER ST D
LAS VEGAS NV, 89119
Tel: (528) 826-7684 Fax:
E-mail:

Received By	Alax Perez
Company	UAIG - Auto Policy
Payment Type	Renewal
Payment Method	Money Order
Policy Number	nva21828
Policy Period	9/26/2007 To: 9/26/2008
Premium	\$84.00
Amount Due	\$134.00
Amount Tendered	\$134.00
Change Returned	\$0.00

Receipt Notes
Check Number

PowerMessage Reporter: www.quomation.com © Copyright 2001-2007 Quomation Insurance Services, Inc.

Lisa,
Correct Date

P. 1

* * * COMMUNICATION RESULT REPORT (OCT. 10. 2007 12:29PM) * * *

FAX HEADER 1: UNITED AUTOMOBILE INS. CO.
FAX HEADER 2:

TRANSMITTED/STORED : OCT. 10. 2007 12:29PM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

5557 MEMORY TX

7028706152

OK

3/3

Fax C

REASON FOR ERROR
[1] HANG UP OR LINE FAIL
[2] NO ANSWER

[2] BUSY
[3] NO FACSIMILE CONNECTION



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Christensen Law Offices
1000 S. Valley View Blvd.
Las Vegas, NV 89107

Re: Insured: Gary Lewis
Claim Number: 0006000455 - 702 703
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: Nalder & Nalder

Dear Mr. Christensen,

I am in receipt of a letter from your firm which indicates you represent the above referenced party.

Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509

P. 1

* * * COMMUNICATION RESULT REPORT (OCT. 10. 2007 12:23PM) * * *

FAX HEADER 1: UNITED AUTOMOBILE INS. CO.
FAX HEADER 2:

TRANSMITTED/STORED : OCT. 10. 2007 12:22PM
FILE MODE OPTION

ADDRESS

RESULT.

PAGE

5556 MEMORY TX

9667778

OK

3/3

FAX C

REASON FOR ERROR
E-31 NO ANSWER

E-21 BUSY NO FACSIMILE CONNECTION



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Seegmiller & Associates
851 South Rampart Blvd # 200
Las Vegas, NV 89143

Re: Insured: Gary Lewis
Claims Number: 0006000455 - 002-103
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: CheyAnne Nalder & Tammy Nalder

Dear Mr. Clark Seegmiller,

I am in receipt of your letter dated October 2, 2007. Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509



October 23, 2007

Via Facsimile: 866-209-4163

UAI
Attn: Manny Cordova
PO Box 14950
Las Vegas, NV 89114

Re: Your Insured: Gary Lewis
Our Client: CheyAnne Nalder
Claim No.: 14 NV 020021926
Date of Incident: 7/8/2007

ATTY

Dear Mr. Cordova:

Enclosed please find a copy of the Complaint filed in this matter. Please provide us with your insured's residence address so that we may serve him personally. If we do not receive the same, we will serve your insured through the Department of Motor Vehicles.

Very truly yours,
CHRISTENSEN LAW OFFICES, LLC


Thomas Christensen, Esq.,
David R. Sampson, Esq.,

DS:sd

Enclosure

6000 455-003-103
NVA 02002-1926
8 8 8
8 8 8
8 8 8

948-0919

1000 SOUTH VALLEY VIEW BLVD. • LAS VEGAS, NV 89107 • T) 702-870-1000 • F) 702-870-6152



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Christensen Law Offices
1000 S. Valley View Blvd.
Las Vegas, NV 89107

DN YMM

Re: Insured: Gary Lewis
Claim Number: 0006000455
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: Nalder & Nalder

-002-V03

Dear Mr. Christensen,

I am in receipt of a letter from your firm which indicates you represent the above referenced party.

Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 020021926
AGENT #: 850-85-850006
DATE PROCESSED: May 31, 2007
COVERED PROVIDED
FROM: May 31, 2007 @ 9:12 A.M. P.D.T.
TO: June 30, 2007 @ 12:01 A.M. P.D.T.
NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119
AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE	VEHICLE ID #
1 1996 CHEV PICKUP1500	1GCECL9M6TE214944
2 1994 FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	N	Y	N	N	N
2	06	012	30MS	1	.200	Y	N	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1	VEHICLE 2
		PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00	33.00
	30000/accnt		
Property Damage	10000/accnt	29.00	33.00
		-----	-----
FULL TERM PREMIUM		50.00	66.00

POLICY FEE 10.00

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 05/31/2007

By

Jose M. Colina

RENEWAL POLICY DECLARATIONS
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

PAGE 1

POLICY #: NVA 030021926
AGENT #: 850-85-850006
DATE PROCESSED: July 10, 2007

COVERAGE PROVIDED

FROM: July 10, 2007 @ 12:50 P.M. P.D.T.
TO: August 18, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

AGENT:
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME
1 GARY S LEWIS
2 KRISTEN A SCOTT

TYPE OF DRIVER SR-22
Principal N
Principal N

DESCRIPTION OF VEHICLE

VEHICLE	YEAR	MAKE/MODEL	VEHICLE ID #
1	1996	CHEV PICKUP1500	1GCEC19M6TE214944
2	1994	FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWS	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	812	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

		VEHICLE 1 PREMIUM DED.	VEHICLE 2 PREMIUM DED.
Bodily Injury	15000/person 30080/accnt	29.00	33.00
Property Damage	10000/accnt	29.00	33.00
FULL TERM PREMIUM		58.00	66.00

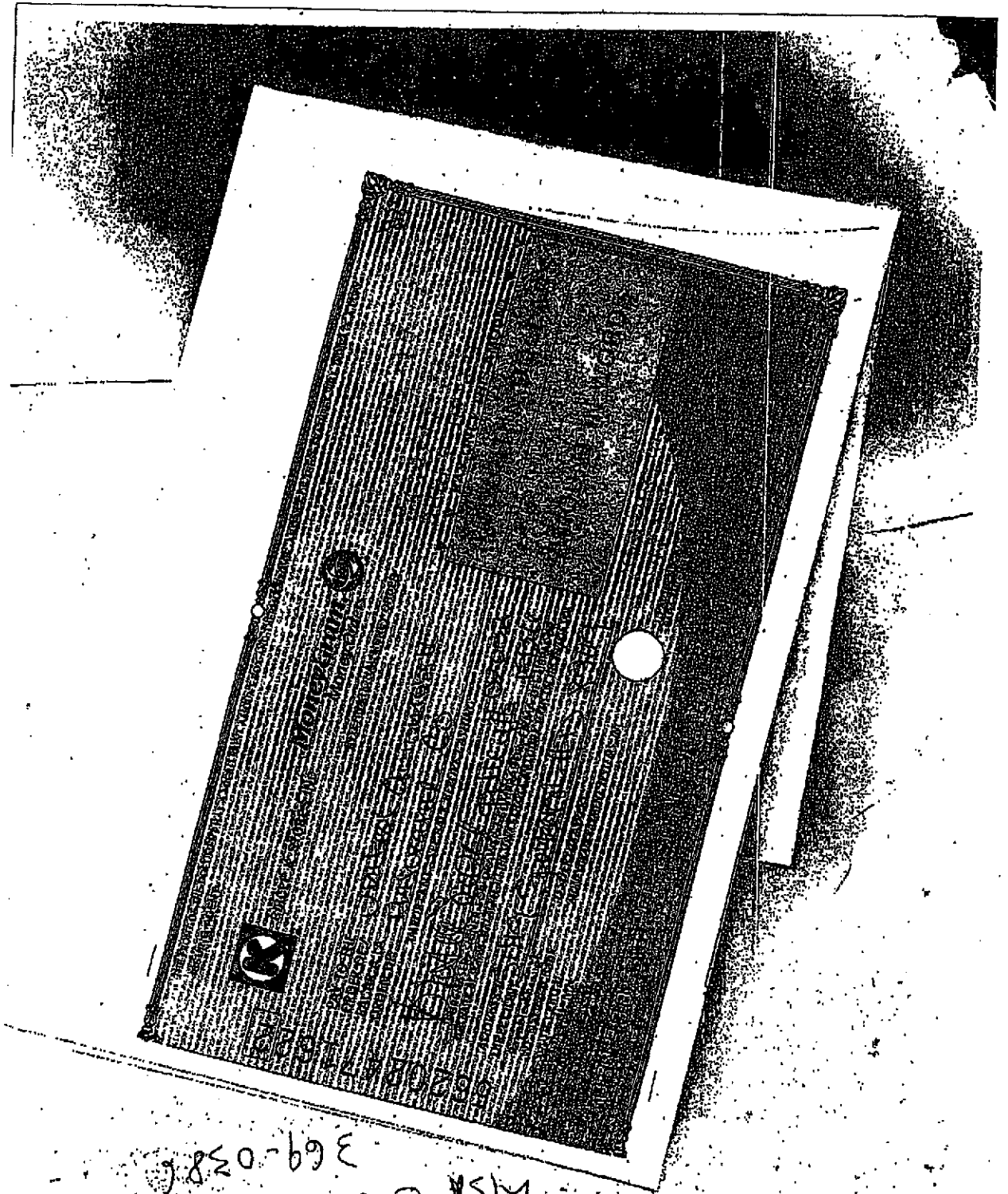
POLICY FEE 10.00

TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 07/10/2007

By Elaine M. Cabana



3820-69E
SEAR O YSM

1001

E

08/2007 02:34 FAX 17028762801



United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

**MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT**

Date of Payment 07/10/2007 12:50:27
Policy Number NVA -30021926
UAIC Producer Number 850606
UAIC User ID _____
Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: _____



08/2007 02:38 FAX 17028762801

E

0001

Receipt of Payment

Tuesday, July 10, 2007 12:54 PM

10452

US Auto Insurance Agency

3809 W. Sahara Suite #4
Las Vegas NV, 89102
Tel: (702) 876-0072 Fax: (702) 876-2801
E-mail: usautoinsurance@earthlink.net
WebSite: www.quotation.com

Gary Lewis

5049 SPENCER ST D
LAS VEGAS NV, 89118
Tel: (826) 928-7664 Fax:
E-mail:

Received By	Alex Perez
Company	UAIG - Auto Policy
Payment Type	Renewal
Payment Method	Money Order
Policy Number	nva21926
Policy Period	9/26/2007 To: 9/26/2008
Premium	\$94.00
Amount Due	\$134.00
Amount Tended	\$134.00
Change Returned	\$0.00

Receipt Notes
Check Number

PowerManage Report on www.quotation.com © Copyright 2001-2007 Quotation Insurance Services, Inc.

Lisa,
Correct date

P. 1

* * * COMMUNICATION RESULT REPORT (OCT. 10. 2007 12:29PM) * * *

FAX HEADER 1: UNITED AUTOMOBILE INS. CO.
FAX HEADER 2:

TRANSMITTED/STORED : OCT. 10. 2007 12:29PM	FILE MODE	OPTION	ADDRESS	RESULT	PAGE
5557 MEMORY TX			7028706152	OK	3/3

FAX C

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) NO ANSWER

E-2) BUSY
E-3) NO FACSIMILE CONNECTION



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Christensen Law Offices
1000 S. Valley View Blvd.
Las Vegas, NV 89107

Re: Insured: Gary Lewis
Claim Number: 0006000455
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: Nalder & Nalder

- 002 403

Dear Mr. Christensen,

I am in receipt of a letter from your firm which indicates you represent the above referenced party.

Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509

P. 1

* * * COMMUNICATION RESULT REPORT (OCT. 10. 2007 12:23PM) * * *

FAX HEADER 1: UNITED AUTOMOBILE INS. CO.
FAX HEADER 2:

TRANSMITTED/STORED : OCT. 10. 2007 12:22PM
FILE MODE OPTION

ADDRESS

RESULT.

PAGE

5556 MEMORY TX

9667778

OK

3/3

FAX C

REASON FOR ERROR
E-1: HAND UP OR LINE FAIL
E-2: NO ANSWER

E-2: BUSY
E-3: NO FACSIMILE CONNECTION



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Seegmiller & Associates
851 South Rampart Blvd # 200
Las Vegas, NV 89145

Re: Insured: Gary Lewis
Claim Number: 0006000455 - 0002-103
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: CheyAnne Nalder & Tammy Nalder

Dear Mr. Clark Seegmiller,

I am in receipt of your letter dated October 2, 2007. Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509



October 23, 2007

Via Facsimile: 866-209-4163

UAI
Attn: Manny Cordova
PO Box 14950
Las Vegas, NV 89114

Re: Your Insured: Gary Lewis
Our Client: CheyAnne Nalder
Claim No.: 14 NV 020021926
Date of Incident: 7/8/2007

ATTY

Dear Mr. Cordova:

Enclosed please find a copy of the Complaint filed in this matter. Please provide us with your insured's residence address so that we may serve him personally. If we do not receive the same, we will serve your insured through the Department of Motor Vehicles.

Very truly yours,
CHRISTENSEN LAW OFFICES, LLC


Thomas Christensen, Esq.,
David R Sampson, Esq.,

DS:sd

Enclosure

6000 455-003-102
NVA 02002-1926
10/23/07
10/23/07
10/23/07

948-0919

1000 SOUTH VALLEY VIEW BLVD. • LAS VEGAS, NV 89107 • T) 702-870-1000 • F) 702-870-6152

09/2007 02:38 FAX 17028762801

E

001

Receipt of Payment

Tuesday, July 10, 2007 12:54 PM

10452

US Auto Insurance Agency

3908 W. Sahara Suite #4
Las Vegas NV, 89102
Tel: (702) 676-0072 Fax: (702) 676-2801
E-mail: usautoinsurance@earthlink.net
WebSite: www.quotation.com

Gary Lewis
5049 SPENCER ST D
LAS VEGAS NV, 89118
Tel: (928) 628-7854 Fax:
E-mail:

Received By Alex Perez
Company UAIG - Auto Policy
Payment Type Reason
Payment Method Money Order
Policy Number nrs21829
Policy Period 9/28/2007 to: 9/28/2008
Premium \$54.00
Amount Due \$134.00
Amount Tendered \$134.00
Change Returned \$0.00

Receipt Notes
Check Number

PowerRatings Report: www.karmax.com © Copyright 2001-2007 Quotation Insurance Services, Inc.

Lisa,
Correct date

Exhibit #	5
Wt	10/1/08
Date	8-30-10
Carry-in State Reporting	
Sender's Number	450348

In the
United States Court of Appeals
for the
Ninth Circuit

FILED

MAY 23 2014

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

JAMES NALDER,
Guardian Ad Litem on behalf of Cheyanne Nalder,
and GARY LEWIS, individually,

Plaintiffs-Appellants,

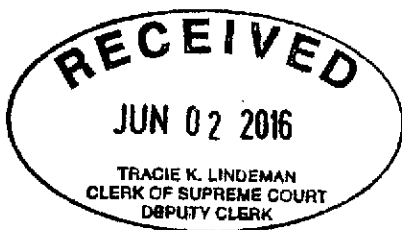
v.

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

*Appeal from a Decision of the United States District Court for the District of Nevada,
No. 2:09-cv-01348-RCJ-GWF · Honorable Robert C. Jones*

**SUPPLEMENTAL EXCERPTS OF RECORD
VOLUME III OF IV – Pages 518 to 716**



THOMAS E. WINNER, ESQ.
SUSAN M. SHERROD, ESQ.
MATTHEW J. DOUGLAS, ESQ.
ATKIN WINNER & SHERROD
1117 South Rancho Drive
Las Vegas, Nevada 89102
(702) 243-7000 Telephone
(702) 243-7059 Facsimile

*Attorneys for Appellee,
United Automobile Insurance Company*



Docket No. 13-17441

In the
United States Court of Appeals
for the
Ninth Circuit

FILED

MAY 23 2014

MOLLY C. DWYER, CLERK
 U.S. COURT OF APPEALS

JAMES NALDER,
 Guardian Ad Litem on behalf of Cheyanne Nalder,
 and GARY LEWIS, individually,

Plaintiffs-Appellants,

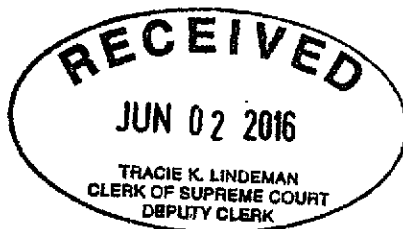
v.

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

*Appeal from a Decision of the United States District Court for the District of Nevada,
 No. 2:09-cv-01348-RCJ-GWF · Honorable Robert C. Jones*

SUPPLEMENTAL EXCERPTS OF RECORD
VOLUME III OF IV – Pages 518 to 716



THOMAS E. WINNER, ESQ.
 SUSAN M. SHERROD, ESQ.
 MATTHEW J. DOUGLAS, ESQ.
 ATKIN WINNER & SHERROD
 1117 South Rancho Drive
 Las Vegas, Nevada 89102
 (702) 243-7000 Telephone
 (702) 243-7059 Facsimile

*Attorneys for Appellee,
 United Automobile Insurance Company*



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Exhibit “C”

my

1 **RSPN**
2 THOMAS CHRISTENSEN, ESQ.
3 Nevada Bar No. 2326
4 DAVID F. SAMPSON, ESQ.
5 Nevada Bar No. 6811
6 CHRISTENSEN LAW OFFICES, LLC
7 1000 S. Valley View Blvd.
8 Las Vegas, Nevada 89107
9 Attorneys for Plaintiffs

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF NEVADA**

9 JAMES NALDER, Guardian Ad Litem for minor)
10 Cheyanne Nalder, real party in interest, and)
11 GARY LEWIS, Individually;)
12 Plaintiffs,) Case No.: 2:09-cv-1348
13 vs.)
14 UNITED AUTOMOBILE INSURANCE CO,)
15 DOES I through V, and ROE CORPORATIONS)
16 I through V, inclusive)
17 Defendants.)

18 **PLAINTIFF'S RESPONSES TO DEFENDANT'S REQUEST FOR ADMISSIONS**

19 COMES NOW the Plaintiff, GARY LEWIS, and for his Responses to Defendant's
20 Request For Admissions propounded to him states, under oath, and in accordance with Rule 36
21 of the Nevada Rules of Civil Procedure, as follows:

22 **REQUEST TO ADMIT NO. 1:** Admit that you had a policy of auto liability insurance with
23 United Automobile Insurance Company (hereinafter referred to as "UAIC") under policy
24 number NVA 020021926
25

26 **RESPONSE NO. 1:** Plaintiff GARY LEWIS admits that he renewed his policy with UAIC on
27 multiple occasions, including the renewed policy NVA 020021926, and that GARY LEWIS had
28

1 said policy of auto liability insurance with UAIC. To the extent this request asks Plaintiff
2 GARY LEWIS to admit anything further it is hereby denied.

3 **REQUEST TO ADMIT NO. 2:** Admit that UAIC policy number NVA 0200219626 had a
4 policy term which expired on June 30, 2007.

5 **RESPONSE NO. 2:** Plaintiff GARY LEWIS admits that he renewed his policy with UAIC on
6 multiple occasions, including the renewed policy NVA 020021926, and that renewed policy
7 NVA 020021926 indicated that the policy would expire on June 30, 2007. To the extent this
8 request asks Plaintiff GARY LEWIS to admit anything further it is hereby denied.
9

10 **REQUEST TO ADMIT NO. 3:** Admit that UAIC sent you a renewal notice for UAIC policy
11 number NVA 020021926 which required you to remit payment to renew said policy on or
12 before June 30, 2007.

13 **RESPONSE NO. 3:** Plaintiff GARY LEWIS admits that he renewed his policy with UAIC on
14 multiple occasions, and that UAIC sent GARY LEWIS another statement indicating its intent to
15 renew his policy yet again, and that the renewal requested that payment be received on or before
16 June 30, 2007. To the extent this request asks Plaintiff GARY LEWIS to admit anything further
17 it is hereby denied.
18

19 **REQUEST TO ADMIT NO. 4:** Admit that you did not remit any amount for renewal of UAIC
20 policy number NVA 020021926 after June 12, 2007 and before June 30, 2007.

21 **RESPONSE NO. 4:** Deny.

22 **REQUEST TO ADMIT NO. 5:** Admit that you did not remit any amount for renewal of UAIC
23 policy number NVA 020021926 after June 30, 2007 and before July 10, 2007.

24 **RESPONSE NO. 5:** Admit.
25
26
27
28

1 **REQUEST TO ADMIT NO. 6:** Admit that on July 8, 2007 you were involved in an accident
2 with Cheyanne Nalder, a minor.

3 **RESPONSE NO. 6:** Admit.

4
5 **REQUEST TO ADMIT NO. 7:** Admit that on July 10, 2007 you paid a premium for UAIC
6 Policy number NVA 030021926.

7 **RESPONSE NO. 7:** Plaintiff GARY LEWIS admits that when UAIC denied having received
8 the payment which GARY LEWIS had already made to renew his policy, GARY LEWIS made
9 another payment to UAIC, and that UAIC renewed his policy. To the extent this request asks
10 Plaintiff GARY LEWIS to admit anything further it is hereby denied.
11

12 **REQUEST TO ADMIT NO. 8:** Admit that on July 10, 2007 UAIC Policy number NVA
13 030021926 inceptioned for a policy term from that date until August 10, 2007.

14 **RESPONSE NO. 8:** Plaintiff GARY LEWIS admits that when he made his subsequent
15 payment UAIC again renewed his policy. Plaintiff GARY LEWIS denies that any policy was
16 "inceptioned" in July 2007 as his policy was "renewed". To the extent this request asks Plaintiff
17 GARY LEWIS to admit anything further it is hereby denied.
18

19 **REQUEST TO ADMIT NO. 9:** Admit that on July 8, 2007 you had no automobile liability
20 insurance with UAIC.
21

22 **RESPONSE NO. 9:** Plaintiff GARY LEWIS denies this request in its entirety and states that
23 UAIC renewed GARY LEWIS' policy with UAIC on multiple occasions before July 8, 2007,
24 that UAIC had indicated its intent to renew GARY LEWIS' policy with UAIC again from June
25 30, 2007 through July 31, 2007, that UAIC never sent GARY LEWIS any notice of an intent to
26 not renew GARY LEWIS' policy, and that UAIC never sent GARY LEWIS any notice of an
27 intent to cancel GARY LEWIS' renewed policy for and alleged non-payment. GARY LEWIS
28

1 made the requisite payment in a timely manner to renew his policy and when UAIC denied
2 receiving said payment GARY LEWIS made a subsequent payment and UAIC again renewed
3 his policy. As a result of any one of the foregoing, and certainly as a result of all of them
4 collectively, GARY LEWIS was in fact covered by an insurance policy with UAIC on July 8,
5 2007.
6

7
8 DATED THIS 27th day of oct 2009.
9

10 CHRISTENSEN LAW OFFICES, LLC

11
12
13 BY: 

14 THOMAS CHRISTENSEN, ESQ.

15 Nevada Bar No. 2326

16 DAVID F. SAMPSON, ESQ.

17 Nevada Bar No. 6811

18 1000 S. Valley View Blvd.

19 Las Vegas, Nevada 89107

20 Attorney for Plaintiffs
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of CHRISTENSEN LAW OFFICES, LLC., and that on this 27 day of Oct, 2012, I served a copy of the foregoing ANSWERS TO REQUEST FOR ADMISSIONS as follows:

☒ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or

☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or

☐ Hand Delivery—By hand-delivery to the addresses listed below.

Thomas E. Winner, Esq.,
Matthew J. Douglas, Esq.,
1117 S. Rancho Dr.
Las Vegas, NV 89102
Attorneys for Defendants


An employee of CHRISTENSEN LAW OFFICES, LLC

Exhibit “D”

1 **RSPN**
2 THOMAS CHRISTENSEN, ESQ.
Nevada Bar No. 2326
3 DAVID F. SAMPSON, ESQ.
Nevada Bar No. 6811
4 CHRISTENSEN LAW OFFICES, LLC
5 1000 S. Valley View Blvd.
Las Vegas, Nevada 89107
6 Attorneys for Plaintiffs

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF NEVADA**

9 JAMES NALDER, Guardian Ad Litem for minor)
Cheyanne Nalder, real party in interest, and)
10 GARY LEWIS, Individually;)
11)

12 Plaintiffs,)

13 vs.)

14 UNITED AUTOMOBILE INSURANCE CO,)
DOES I through V, and ROE CORPORATIONS)
15 I through V, inclusive)
16)

17 Defendants.)

Case No.: 2:09-cv-1348

18 **SUPPLEMENT TO PLAINTIFF'S RESPONSES TO DEFENDANT'S REQUEST**
19 **FOR ADMISSIONS**

20 COMES NOW the Plaintiff, GARY LEWIS, and for his Responses to Defendant's
21 Request For Admissions propounded to him states, under oath, and in accordance with Rule 36
22 of the Nevada Rules of Civil Procedure, as follows:
23

24 **REQUEST TO ADMIT NO. 1:** Admit that you had a policy of auto liability insurance with
25 United Automobile Insurance Company (hereinafter referred to as "UAIC") under policy
26 number NVA 020021926

27 **RESPONSE NO. 1:** Plaintiff GARY LEWIS admits that he renewed his policy with UAIC on
28 multiple occasions, including the renewed policy NVA 020021926, and that GARY LEWIS had



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www.injuryhelpnow.com

1 said policy of auto liability insurance with UAIC. To the extent this request asks Plaintiff
2 GARY LEWIS to admit anything further it is hereby denied.

3
4 **REQUEST TO ADMIT NO. 2:** Admit that UAIC policy number NVA 0200219626 had a
5 policy term which expired on June 30, 2007.

6 **RESPONSE NO. 2:** Deny. Plaintiff GARY LEWIS admits that he renewed his policy with
7 UAIC on multiple occasions, including the renewed policy NVA 020021926, and that renewed
8 policy NVA 020021926 indicated that the policy would expire on July 31, 2007. To the extent
9 this request asks Plaintiff GARY LEWIS to admit anything further it is hereby denied.
10

11 **REQUEST TO ADMIT NO. 3:** Admit that UAIC sent you a renewal notice for UAIC policy
12 number NVA 020021926 which required you to remit payment to renew said policy on or
13 before June 30, 2007.

14 **RESPONSE NO. 3:** Deny. Plaintiff GARY LEWIS admits that he renewed his policy with
15 UAIC on multiple occasions, and that UAIC sent GARY LEWIS another statement indicating
16 its intent to renew his policy yet again, and that the renewal requested that payment be received
17 "prior to the expiration of your policy" which the renewal notice stated was July 31, 2007. To
18 the extent this request asks Plaintiff GARY LEWIS to admit anything further it is hereby
19 denied.
20
21

22 **REQUEST TO ADMIT NO. 4:** Admit that you did not remit any amount for renewal of UAIC
23 policy number NVA 020021926 after June 12, 2007 and before June 30, 2007.

24 **RESPONSE NO. 4:** Admit

25 **REQUEST TO ADMIT NO. 5:** Admit that you did not remit any amount for renewal of UAIC
26 policy number NVA 020021926 after June 30, 2007 and before July 10, 2007.
27

28 **RESPONSE NO. 5:** Admit.

1 **REQUEST TO ADMIT NO. 6:** Admit that on July 8, 2007 you were involved in an accident
2 with Cheyanne Nalder, a minor.

3 **RESPONSE NO. 6:** Admit.

4
5 **REQUEST TO ADMIT NO. 7:** Admit that on July 10, 2007 you paid a premium for UAIC
6 Policy number NVA 030021926.

7 **RESPONSE NO. 7:** Admit

8 **REQUEST TO ADMIT NO. 8:** Admit that on July 10, 2007 UAIC Policy number NVA
9 030021926 incepted for a policy term from that date until August 10, 2007.

10
11 **RESPONSE NO. 8:** Plaintiff GARY LEWIS admits that when he made his payment UAIC
12 again renewed his policy. Plaintiff GARY LEWIS denies that any policy was "incepted" in July
13 2007 as his policy was "renewed". the "Renewal Notice" of policy No. 020021926 stated there
14 would be no lapse in coverage if payment was received before the expiration of the policy,
15 which the "Renewal Notice" stated was July 31, 2007. Payment was made well in advance of
16 July 31, 2007 and there was no lapse in coverage according to the "Renewal Notice". To the
17 extent this request asks Plaintiff GARY LEWIS to admit anything further it is hereby denied.
18

19 **REQUEST TO ADMIT NO. 9:** Admit that on July 8, 2007 you had no automobile liability
20 insurance with UAIC.

21
22 **RESPONSE NO. 9:** Deny. Plaintiff GARY LEWIS denies this request in its entirety and
23 states that UAIC renewed GARY LEWIS' policy with UAIC on multiple occasions before July
24 8, 2007, that UAIC had indicated its intent to renew GARY LEWIS' policy with UAIC again
25 from June 30, 2007 through July 31, 2007 under policy No. 020021926, if payment was
26 received prior to the expiration date of the policy, which the "Renewal Notice" said was July 31,
27 2007. That UAIC never sent GARY LEWIS any notice of an intent to not renew GARY
28

Exhibit “E”

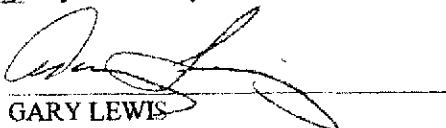
ASSIGNMENT

FOR VALUE RECEIVED, GARY LEWIS ("LEWIS"), assigns to JAMES NALDER, As Guardian ad Litem for Cheyenne Nalder ("NALDER"), LEWIS' rights that LEWIS has for damages against UNITED AUTOMOBILE INSURANCE CO. ("UAIC"), based upon its failure to negotiate in good faith the claim brought against LEWIS by NALDER. Specifically, that portion of said right or cause of action being hereby assigned pertains to the judgment entered against the undersigned in favor of NALDER in the amount of \$3,500,000.00 the total judgment earning interest at the statutory rate from the date of its entry until the said judgment is paid in full) ("the NALDER Judgment"). As the total amount of the said judgment will not be known until the time it is finally paid given interest continues to accrue, the amount being assigned to NALDER is whatever amount is ultimately recovered that is necessary to satisfy the total NALDER Judgment. The NALDER judgment is at least \$3,495,000.00 in excess of the \$15,000.00 liability limit of the insurance policy with UAIC. LEWIS hereby represents that he was not insolvent at the time of the entry of said judgment and has been damaged thereby, as well as otherwise.

The rights so assigned hereby include all funds necessary to satisfy the Judgment NALDER has against LEWIS including attorney fees, costs, interest, and the like to NALDER in their entirety (hereinafter referred to as "the NALDER Judgment damages"). All rights, interests, and claims to any funds in addition to those necessary to pay the NALDER Judgment damages in full are hereby retained by LEWIS. In the event that this assignment is an improper splitting of LEWIS' causes of actions against UAIC then this assignment shall constitute a full assignment to NALDER of all rights interests and claims LEWIS has against UAIC in their entirety.

If at any point in time, whether prior to or after the date of this assignment, JAMES NALDER, As Special Administrator For the Estate of Cheyenne Nalder is dismissed from the action against UNITED AUTOMOBILE INSURANCE CO., Case No.: 2:09-cv-1348, then this assignment is rendered null and void from its inception.

Dated this 28 day of February, 2010



GARY LEWIS

Exhibit “F”

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

--oOo--

JAMES NALDER, Guardian Ad Litem)	
for minor Cheyanne Nalder, real)	
party in interest, and GARY)	
LEWIS, Individually,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.
)	2:09-cv-1348
UNITED AUTOMOBILE INSURANCE CO,)	
DOES I through V, and ROE)	
CORPORATIONS I through V,)	
inclusive,)	
)	
Defendants.)	
)	

DEPOSITION OF ERIC COOK

Phoenix, Arizona
August 30, 2010
1:33 p.m.

PREPARED FOR:
DISTRICT COURT

(Original)

Prepared by:
Sandra L. Munter
Certified Reporter
Certificate No. 50348
CANYON STATE REPORTING
2415 East Camelback Road
Suite 700
Phoenix, Arizona 85016

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517 South Ninth Street, Las Vegas, NV 89101 (800) 982-3299

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1 Pursuant to Rule 39(f)(2) of the Arizona Rules of Civil
2 Procedure, which states, "Upon payment of reasonable charges
3 therefor, the officer shall furnish a copy of the deposition
4 to any party or to the deponent," the "Prepared For"
5 attorney has received a copy of this proceeding.
6 I, the officer, will provide a certified copy to each
7 ordering party at the same copy rate, thus complying with
8 Section 7-206, Appendix A Standard 3(a) of the Arizona Code
9 of Judicial Administration (ACJA) Court Reporter Standard
10 Certification (Effective January 1, 2003).
11 Each purchased copy of this transcript will be signed and
12 certified by myself, thus complying with ACJA Section
13 7-206F(3).
14 A.R.S. 32-4003(B) provides, "Beginning July 1, 2000, a
15 certified reporter shall sign and certify each transcript
16 that the certified reporter prepares before the transcript
17 may be used in court, except for transcripts that the court
18 reporter prepares for proceedings that occurred before July
19 1, 2000." Thus, only an originally signed copy of my work
20 product can be used in any proceeding before the Court.
21 Any copies of this transcript (paper or electronic) made for
22 any other party who has not paid Canyon State Reporting,
23 (thus the reporter) for such copy of this transcript, or
24 received written permission for same, will be considered
25 theft of services, a violation of property rights, and be
considered restraint of trade with appropriate penalties
sought.

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I N D E X

WITNESS:

ERIC COOK

E X A M I N A T I O N

	Page	Line
By Mr. Sampson	5	8
By Mr. Douglas	64	12
By Mr. Sampson	65	19

8

9

E X H I B I T S

Number	Page	Line
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(No Exhibits Were Marked.)

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1 DEPOSITION OF ERIC COOK
2 was taken on August 30, 2010, commencing at 1:33 p.m., at
3 UNITED AUTOMOBILE INSURANCE COMPANY, 8800 East Raintree
4 Drive, Scottsdale, Phoenix, AZ, before Sandra L. Munter,
5 Certified Reporter No. 50348 for the State of Arizona.

6
7 APPEARANCES

8 For the Plaintiffs:

9 BY: DAVID F. SAMPSON, ESQ.
CHRISTENSEN LAW OFFICES, LLC
10 1000 South Valley View Boulevard
Las Vegas, Nevada 89107
11 (Present via Skype)

12
For the Defendants:

13
BY: MATTHEW J. DOUGLAS, ESQ.
14 ATKIN WINNER & SHERROD
1117 South Rancho Drive
15 Las Vegas, Nevada 89102

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1 ERIC COOK,
2 the witness herein, having been first duly sworn to speak
3 the truth and nothing but the truth, was examined and
4 testified as follows:

5

6 EXAMINATION

7 BY MR. SAMPSON:

8 Q Would you please, our witness, state your name
9 and spell your last name for our record.

10 A **Eric Cook. Last name, C-o-o-k.**

11 Q Sir, have you ever had your deposition taken
12 before?

13 A **No.**

14 Q Let me go through a couple things that will make
15 things go a little easier.

16 First, it involves the oath you just took. You
17 understand you just swore on oath to tell the truth?

18 A **Yes.**

19 Q And that oath obligates you to tell the truth and
20 carries with it the same solemnity as on oath you would take
21 in a court of law?

22 A **Yes.**

23 Q And the same penalties of perjury apply if you
24 were to testify untruthfully today, same penalties if you
25 were to testify untruthfully in a court of law as well.

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1 Do you understand that?

2 **A Yes.**

3 Q Couple things. One, you're doing really well so
4 I'm going to hit on it first, and that is wait until I
5 finish my question before you give me an answer. That's
6 because we have a court reporter that wants to write down
7 everything everybody says. So in casual conversation, you
8 might see where I'm going and you do, yeah, yeah, yeah, and
9 answer the question and interrupt me. And it's not rude or
10 anything, it's just the way we talk, but in a deposition
11 proceeding, it wreaks havoc in our court reporter, with me,
12 and as fast as I talk, she's having a hard enough job as it
13 is, so I'll ask you to help her out and help me out.

14 Okay?

15 **A Okay.**

16 Q Also. If you nod your head or shake your head or
17 say yep or huh-uh, I'm going to ask you is that a yes or no
18 so the court reporter can write down specifically what your
19 response is and we can have a clear record as to what it is
20 you said.

21 Do you understand that?

22 **A Yes.**

23 Q Thank you. Is there any reason why you can't
24 give truthful answers to my questions here this afternoon,
25 sir?

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1 **A** **No.**

2 **Q** Great. What is your current employment?

3 **A** **Property damage adjuster at United Automobile**
4 **Insurance Company.**

5 **Q** What are your duties as property damage adjuster
6 at UAIC?

7 **A** **To adjust the claims that come in.**

8 **Q** Anything else?

9 **A** **That's it.**

10 **Q** I'm assuming, from that title, you deal with
11 getting cars repaired?

12 **A** **Yes.**

13 **Q** You don't handle personal injury claims; is that
14 correct?

15 **A** **That's correct.**

16 **Q** How long have you been a property damage adjuster
17 for UAIC, sir?

18 **A** **I think roughly around two years.**

19 **Q** So that would take us back to approximately
20 August, September-ish of 2008?

21 **A** **Correct, give or take.**

22 **Q** Prior to being a property damage adjuster for
23 UAIC, what was your employment?

24 **A** **Like when I first started?**

25 **Q** At this point, prior to being a property damage

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1 adjuster, what were you doing for them?

2 **A Subrogation. Overflow call. I did, I worked in**
3 **the mail room.**

4 **Q** So this would be sometime up to the summer of
5 2008?

6 **A Yes.**

7 **Q** All right. Now, subrogation, you can split them
8 out, give me subrogation, overflow calls, and mailroom, I
9 just want to know what were your responsibilities, what was
10 it that you did, what were your duties with UAIC?

11 **A At what time?**

12 **Q** Thank you. Prior to becoming a property damage
13 adjuster, I don't know, did you go through, did you work
14 subro at some point in time and then overflow at some point
15 in time, mailroom at another time, separate positions? Were
16 you doing all these at the same time?

17 **A At first, I started in the mailroom. Then I did**
18 **subrogation, and then overflow calls in between both those.**

19 **Q** All right. Let me start from the other end.
20 When did you first start to work for UAIC?

21 **A I think roughly three years ago, maybe three and**
22 **a half. I'm not sure.**

23 **Q** Three years ago would take us to August 2007.
24 You said maybe three and a half?

25 **A Yeah.**

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1 Q So early '07 to summer of '07?

2 A Correct.

3 Q When you started working at UAIC, what were your
4 duties?

5 A Mailroom.

6 Q What did that involve?

7 A Sending out the mail. Mostly underwriting stuff.

8 Q When you say "mostly underwriting stuff," I'm
9 assuming mailing out mostly underwriting stuff?

10 A Correct.

11 Q You weren't having responsibility with
12 underwriting at that point in time?

13 A No.

14 Q All right. Go ahead. I cut you off. What were
15 your duties in the mailroom?

16 A You know, send out the mail. Stuff the
17 envelopes. Put it in the mail machine, and they fold it.
18 Then I'd process it through the stamp machine, and then I'd
19 take it to the post office. I pick up mail from the post
20 office.

21 Q Anything else?

22 A That's it.

23 Q For how long was that your duty?

24 A Not too long. Maybe, I really can't recall, but
25 maybe six months.

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1 Q So if you started in February or March of 2007,
2 that would take us to six months, would be August to
3 September of '07. Obviously if you started in August '07,
4 take us to sometime early '08?

5 A Yeah, correct. Remember, I really don't know, so
6 I'm just...

7 Q That's fine. That's fine.
8 After working the mailroom, what was your next
9 position?

10 A Subrogation.

11 Q What were your responsibilities with subrogation?

12 A To collect money, like for if there was a PD
13 collision, I'd collect the collision amount for the company
14 and the deductible for the insured.

15 Q Anything else?

16 A And then I did some PIP subrogation.

17 Q What is PIP subrogation?

18 A Personal injury for the insureds.

19 Q What were your duties in PIP subrogation?

20 A The PIP adjuster would send me a ledger and it
21 would be 3,000, I would just get all the documentation and
22 send it to the claimant carrier.

23 Q Anything else?

24 A That's it.

25 Q Now, my understanding of the subrogation -- you

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1 correct me, you're the one that worked, you probably know
2 better than me, but generally I see it as UAIC is going
3 after some other individual who needs to reimburse them for
4 money they've spent. Is that about right?

5 **A Correct.**

6 **Q** So, for example, if a UAIC insured has their car
7 dented, UAIC fixes it but somebody else is responsible, and
8 UAIC would use you to go after Allstate or maybe the other
9 person or whoever it is to get UAIC reimbursed?

10 **A Yes, and collect the insured's deductible for**
11 **them.**

12 **Q** Okay. Get it back from the insured, then?

13 **A Yes.**

14 **Q** For approximately how long -- and, again, I don't
15 want to marry to any dates, but I do want to get some idea,
16 like I'd like to think we can pin it down maybe to a year or
17 something --

18 **A Yeah.**

19 **Q** -- in terms of when you worked subrogation.

20 **A** Again, I don't know. But, you know, like I said,
21 it was, I did the underwriting, then I was moved up to
22 subrogation. I don't have a clear date on it.

23 **Q** Sure, sure, sure. Approximately how long did you
24 work subrogation?

25 **A** That I don't know, but if you're asking me to

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Nalder vs. United Automobile Insurance Company

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1 **give you some kind of time span, I would say six, maybe**
2 **eight months.**

3 Q And prior to working at UAIC, where were you
4 working?

5 A I worked for Global -- I worked actually for
6 myself for Empire Technology.

7 Q What were you doing, generally? I don't mean
8 specific duties, but what area of business?

9 A Telecom.

10 Q I don't even know what that is. I'm sorry.

11 A Phones, business phones.

12 Q Okay. All right. And did you work for Empire
13 through the end of 2006?

14 A Again, I'm not sure.

15 Q Because you told me earlier you thought you
16 started working at UAIC mid to early '07. So I thought if
17 we could talk about when you stopped working at Empire, that
18 helps to you pin the date down.

19 A Yeah, again, you know, I don't know. I don't
20 want to give you a date that might be wrong, you know.

21 Q Okay.

22 A I want to try to give you the correct
23 information.

24 Q Right. Let me ask you this. It's my
25 understanding you're married to Jan Cook, who also works for

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1 UAIC; is that correct?

2 **A Correct.**

3 **Q How long have you been married to Jan?**

4 **A Too long.**

5 **Q Come on now. I've met Jan. I'm not going to**
6 **have that, actually.**

7 **A Let's see. 2002. Eight years. I'd get in**
8 **trouble with that one.**

9 **Q You were married to her before you started**
10 **working at UAIC?**

11 **A Yes.**

12 **Q Do you know, was Jan at UAIC when you came to**
13 **work at UAIC?**

14 **A Yes.**

15 **Q After working subrogation at UAIC for six to**
16 **eight some months -- and as I understand. I'm looking --**

17 **A Yeah, no, I understand.**

18 **Q Certainly you worked there for more than a month,**
19 **less than a year, you can pin it down a little bit, I**
20 **understand that. You said mailroom for six some months,**
21 **subrogation for six to eight months. What was your next**
22 **position at UAIC?**

23 **A Then I went to customer service and then went up**
24 **to PD adjuster.**

25 **Q What were your duties with customer service?**

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Nalder vs. United Automobile Insurance Company

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1 **A Just taking claims.**

2 **Q Anything else?**

3 **A That's it.**

4 **Q Approximately how long were you a customer**
5 **service representative?**

6 **A I know not very long. I moved up to PD adjuster**
7 **relatively quickly.**

8 **Q Let me just go, I want to back up even farther**
9 **then. You said you thought you maybe started working at**
10 **UAIC in March to August sometime in '07. Assuming you**
11 **started January '07, take you back even two months before**
12 **you think your range even starts, you got approximately six**
13 **months in the mailroom, approximately six months to eight**
14 **months in subrogation, and then that takes us to sometime**
15 **end-ish of 2007, maybe September through December of '07.**
16 **Now you're a customer service rep. Then you said you were**
17 **there for a short period of time?**

18 **A Yes.**

19 **Q Then I would assume, again, end of '07, early**
20 **'08, you're moving over to property damage adjuster?**

21 **A Yes.**

22 **Q Does the time of being a property damage**
23 **adjuster, do you know approximately when that was?**

24 **A I don't know.**

25 **Q You told me initially you thought it was two**

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1 years? What --

2 **A Yeah. I don't know that exact date.**

3 Q I'm sorry. I can't hear you when you talk while
4 I talk, so I apologize. I interrupted you. Go ahead and
5 say what you said. I missed it.

6 **A I don't know the exact date. I'm sorry.**

7 Q I don't want the exact date, but I know
8 previously I said how long have you been a property damage
9 adjuster at UAIC and you said it was about two years?

10 **A Correct.**

11 Q Which takes us back to October -- I'm sorry,
12 August of 2008?

13 **A Yes.**

14 Q Right. And that seems to kind of be fitting into
15 everything else you told me, if you were a customer service
16 rep for a couple months, so that's summer-ish of 2008,
17 you're a customer service rep for a little bit of time.
18 Then six to eight months back, subrogation. Six months
19 before that, mailroom. That's got you started sometime mid
20 to early '07, like you told me.

21 Does that all sound about right?

22 **A Again, look, you know, if I could give you exact**
23 **dates, I would. I mean, I'm trying to be as precise as I**
24 **can.**

25 Q Sure. Sounds like you are.

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1 **A** **Yeah, you know, it fits, then we can go with**
2 **that.**

3 **Q** From what you've told me, it seems pretty clear,
4 the time frame and where we're at. I just don't want to
5 find out actually I was doing property damage four years ago
6 and I've been doing it for the last four or five years.
7 That's what I'm trying to avoid.

8 **A** **That would not be the case.**

9 **Q** All right, then. Do you know how long your wife
10 has worked for UAIC?

11 **A** **Exactly, no.**

12 **Q** Of course not. Approximately?

13 **A** **Ten years.**

14 **Q** Prior to you getting married?

15 **A** **Yes.**

16 **Q** What is your education background?

17 **A** **Went to high school, went to community college,**
18 **took a couple classes, and that's about it.**

19 **Q** What high school?

20 **A** **North Miami Senior High School.**

21 **Q** Miami, Florida?

22 **A** **Yes, sir.**

23 **Q** Got that in Ohio now, so I always have to check.
24 Graduate?

25 **A** **Yes.**

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1 Q Community college. Where did you go?

2 A **Broward Community College.**

3 Q Broward. Where is that located?

4 A **I believe it's Hollywood, Florida.**

5 Q Did you get any type of degree from community
6 college?

7 A **No.**

8 Q Do you know approximately how long you went to
9 community college?

10 A **No.**

11 Q Do you have any other formal education besides
12 what you've told me about today?

13 A **I have a degree in clothing manufacturing.**

14 Q Where is that from?

15 A **Fort Lauderdale Art Institute.**

16 Q Did you design the shirt you're wearing?

17 A **No.**

18 Q I commented earlier about that, whatever that is.
19 All right. Any other formal education?

20 A **No, sir.**

21 Q You and Jan Cook have any children?

22 A **Yes.**

23 Q How many?

24 A **One.**

25 Q How old?

Eric Cook - August 30, 2010
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1 MR. DOUGLAS: I'm just going to object as to
2 relevance at this point.

3 You can answer.

4 THE WITNESS: Twenty-one months.

5 Q (By Mr. Sampson) Do you have any other job, other
6 than what you do for UAIC?

7 A No.

8 Q You know, do design clothing on the side or have
9 a web business or whatever else? Your sole source of income
10 for you is your work for UAIC, correct?

11 A At this time, yes.

12 Q All right. How long has it been like that?

13 A How long? I don't understand.

14 Q You said "at this time." So I don't know if you
15 quit your night job last night or if it's been like this for
16 a year.

17 A I sold some phones last year. I was selling
18 phones on the internet.

19 Q But for 2010, approximately, it's been, UAIC's
20 been your income?

21 A Yes.

22 Q What about your wife? Does your wife have any
23 other type of job, besides what she does for UAIC?

24 A No.

25 Q Is there anyone that lives in your home besides

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1 you, your wife, and your 21-month-old child?

2 **A No.**

3 Q Safe to say your family's sole source of income
4 is the work the two of you do for UAIC, correct?

5 **A Oh, yeah. Correct.**

6 Q Do you know what this case is about?

7 **A I know a little bit about it. I don't know much**
8 **about it.**

9 Q I appreciate your honesty. Why don't you tell me
10 what your understanding is as to what this case is about.

11 **A My part is that I put some notes in the file, and**
12 **that's how I come to be. I haven't even read the file. I**
13 **don't even know nothing about the file. I can't even tell**
14 **you the claim number.**

15 Q Okay. Do you have any understanding as to what
16 the case is about?

17 **A Something about I know he didn't have no**
18 **coverage, and you guys are, I guess, saying that he did.**

19 Q Okay. Anything beyond -- and it may be you have
20 a very limited understanding as to what the case is about or
21 you may know quite a bit about it. I'm trying to find out.

22 Is that all you're aware of?

23 **A I don't know too much about it.**

24 Q All right. You are aware that UAIC is a
25 defendant in this case, correct?

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1 **A Correct.**

2 **Q They are being sued. You understand that, right?**

3 **A Yes.**

4 **Q You recognize that, given that you and your wife**
5 both work for UAIC and payments, or that your salary or
6 income from UAIC is the sole source of support for your
7 family, that you have an interest in this action? You
8 recognize that?

9 MR. DOUGLAS: Objection. That calls for
10 speculation and may call for a legal conclusion. I think
11 that misstates testimony, lack of foundation, and is vague.

12 You can answer, if you know.

13 THE WITNESS: Doesn't have any bearing on us.

14 **Q (By Mr. Sampson) I would assume, you correct me if**
15 I'm wrong, that there are bills associated with your
16 household?

17 **A Yes.**

18 **Q Am I correct?**

19 **A Yes.**

20 MR. DOUGLAS: Objection; relevance.

21 **Q (By Mr. Sampson) Power bill, water bill, cell**
22 phone bills, those kind of bills?

23 MR. DOUGLAS: Objection; relevance.

24 You can answer.

25 THE WITNESS: Yes.

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1 Q (By Mr. Sampson) Just one moment.

2 Do you know, and maybe you don't, if you pay a
3 power bill late, if your power gets shut off that same day?

4 MR. DOUGLAS: Objection; relevance, foundation.

5 You can answer, if you know.

6 THE WITNESS: What was the question again? I'm
7 sorry.

8 Q (By Mr. Sampson) Sure. Do you know -- because I
9 don't want to pry into your personal life. I don't care.
10 Some attorneys might say have you ever paid a power bill
11 late or have you ever paid your cell phone bill late. It's
12 none of my business. I don't care. I just want to know, do
13 you understand that if you pay your power bill late, they
14 don't cut your power off the day your bill is due?

15 MR. DOUGLAS: I'll just object, again,
16 speculation, vague, and relevance.

17 Q (By Mr. Sampson) Just if you know, sir.

18 A Yes.

19 Q You agree with me?

20 A They don't cut it off.

21 Q All right. Same thing with your cell phone?

22 A Correct.

23 MR. DOUGLAS: Objection; relevance.

24 Q (By Mr. Sampson) I assume you're aware that if you
25 don't pay the bill long enough, they are going to shut your

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1 power off or your cell phone off or something like that,
2 right?

3 MR. DOUGLAS: Objection; relevance.

4 THE WITNESS: Correct.

5 Q (By Mr. Sampson) That doesn't happen the day your
6 payment is due, if it doesn't show up the exact date it's
7 due, right?

8 MR. DOUGLAS: Objection; relevance.

9 THE WITNESS: Correct.

10 Q (By Mr. Sampson) Can you think of any bill that if
11 you don't pay it, the service stops the minute you miss the
12 payment?

13 MR. DOUGLAS: Objection; relevance, vague,
14 foundation, may call for speculation.

15 You can answer, if you know.

16 THE WITNESS: I mean, I know if you don't pay the
17 insurance premium, it cancels on the same day at a certain
18 time.

19 Q (By Mr. Sampson) Apart, then, from insurance, can
20 you think of any other industry where if you miss a payment,
21 the service stops the day you miss your payment?

22 MR. DOUGLAS: Same objections; relevance,
23 speculation, vague.

24 You can answer, if you know.

25 THE WITNESS: The only things we went over is

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1 phone bill, electronic bill, cell phone, and that would be
2 no.

3 Q (By Mr. Sampson) Okay. Are you aware of any of
4 the -- and you may not be, I just want to know if you are.

5 Are you aware of any of the statutes or rules
6 related to insurance companies canceling people for not
7 making payments?

8 A Yes.

9 Q What's your understanding of what those rules
10 are?

11 A Well, it depends on what the situation is. You
12 mean as being a PD adjuster?

13 Q I just want to know your understanding, whatever
14 understanding you have.

15 A Of cancelation notice themselves or...

16 Q Or what? I'm sorry.

17 A Or something else?

18 Q Well, I believe -- and I'm trying to remember now
19 my question, so I get it right. I apologize.

20 I believe my question was do you have any
21 understanding about rules or regulations, statutes related
22 to insurance companies canceling people for not paying their
23 premium? And you said you do.

24 MR. DOUGLAS: I'll just object to the extent it
25 calls for a legal conclusion.

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1 You can answer, if you know.

2 THE WITNESS: I really don't understand the
3 question.

4 Q (By Mr. Sampson) Okay. That's fine. I appreciate
5 that. That's one of the other admonitions I forgot to give
6 you earlier. If you don't understand my question, just tell
7 me, I'll rephrase it, repeat it, toss it in the trash,
8 whatever we have to do so you understand the question. All
9 right?

10 You mentioned earlier, I think you said something
11 along the lines of you know that if you don't pay your
12 insurance policy, they cancel you the same day or something
13 to that effect.

14 Do you remember giving that testimony?

15 A Yes.

16 Q Okay. And so it sounds to me like you are
17 familiar with rules and regulations surrounding insurance
18 companies canceling someone for nonpayment?

19 A Right. But this is what, when we get those
20 informations, we email underwriting, underwriting tells us
21 yes, the policy has been canceled, then they email us back,
22 and then we do our letters.

23 Q Okay. So you would rely on underwriting to fill
24 you in --

25 A Oh, correct.

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1 Q -- as to --

2 Sorry.

3 A I'm sorry. Go ahead.

4 Q Let me get the whole question. It's one of those
5 where you see where I'm going. I apologize ahead of time.

6 You would rely on underwriting to tell you
7 whether or not a policy has been canceled for nonpayment or
8 not?

9 A Absolutely.

10 Q In terms of how underwriting makes that decision,
11 that's not something you do for UAIC, correct?

12 A Correct.

13 Q And do you have any knowledge as to how that
14 decision gets made?

15 A No.

16 Q And particularly do you have any understanding of
17 any rules or statutes that go into that decision being made?

18 A No.

19 Q All right. So you just rely on what underwriting
20 tells you?

21 A Correct.

22 Q Okay. All right. I've talked with you about
23 your current position as a property damage adjuster. We
24 talked about the mailroom. We talked about subrogation. I
25 think we talked about customer service as well, but is there

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1 anything -- I think you said you would take calls from
2 customers, right?

3 **A Yes.**

4 Q What other duties did you have as a customer
5 service rep?

6 **A Take the calls. File the claim.**

7 Q Anything else?

8 **A That's it, just do the first notice.**

9 Q What does that mean?

10 **A Just take, if it's a claimant or the insured,**
11 **whoever calls in, you know, the facts of loss.**

12 Q Anything else?

13 **A That's it.**

14 Q When you would perform these responsibilities at
15 UAIC, would you keep any type, would there be any type of
16 record kept of what you were doing for them?

17 **A Yes.**

18 Q What record would that be?

19 **A It would be an AS400.**

20 Q What is that?

21 **A The system we type the notes into.**

22 Q That's the name of the program?

23 **A Yes.**

24 Q Do you know, has that program always been in
25 place for the whole time you've been at UAIC, if you know?

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1 **A** **No.**

2 **Q** At what point did this AS400 become a part of
3 UAIC, if you know?

4 **A** **From the beginning. Then we just, we're on a new**
5 **system now.**

6 **Q** Okay. What's the new system called?

7 **A** **Guidewire.**

8 **Q** So when you were a customer service rep, it would
9 have been which system?

10 **A** **AS400.**

11 **Q** So do you know how records are kept in AS400?

12 **A** **I wouldn't know how they are kept. All I know is**
13 **I input the notes, and the notes are there.**

14 **Q** All right. We just got done talking to, taking
15 the deposition of Giselle Molina. Do you know her?

16 **A** **Yes.**

17 **Q** She testified that she also at one point was a
18 customer service representative. Do you recall Giselle
19 being a customer service representative at UAIC?

20 **A** **Yes.**

21 **Q** She had similar responsibilities to yours when
22 you were a customer service representative; is that fair?

23 **A** **Yes.**

24 **Q** One of the things Giselle told us was when she
25 would make a note, it would go into the underwriting file or

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1 the claims file or a binder she kept at her desk. Do you
2 know, does that sound correct to you?

3 MR. DOUGLAS: Objection; vague and foundation.

4 You can answer, if you know.

5 THE WITNESS: I don't know anything about that.

6 Q (By Mr. Sampson) Are you familiar with an
7 underwriting file?

8 A Yes.

9 Q And as a customer service representative, would
10 your notes at times be stored in the underwriting file, if
11 you know?

12 A No.

13 Q You don't know, or they would not?

14 A They would be in the claim file. Once you take
15 the first log, once you take the first notice, it goes into
16 the claims system.

17 Q Okay. What do you mean by "claims system"?

18 A Well, where the claim would be set up, the claims
19 notes would go in the claim.

20 Q Let me give you an example. Maybe this will
21 clear things up a little bit.

22 I had asked Ms. Molina, if someone called up and
23 said that they wanted to change their coverage, that she
24 said she would probably, maybe, maybe not, but probably make
25 a note to underwriting and then refer them over to

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1 underwriting and make a note that she talked with them and
2 they wanted to change their coverage?

3 **A Correct.**

4 **Q** Does that sound like something you would do or
5 might possibly do as a customer service represent, for UAIC?

6 **A Yes. If they called in, they needed something to**
7 **do with the policy, obviously I would refer them to**
8 **underwriting.**

9 **Q** Then you may or may not put a note, it would go
10 in the underwriting file?

11 **A Uh-huh.**

12 **Q** Is that a yes?

13 **A Yes.**

14 **Q** And then I think you said if it's not an
15 underwriting issue, then you would make a note, it would go
16 to claims, right?

17 **A If it what?**

18 **Q** If it wasn't an underwriting issue, because we
19 just talked about it and you said if it's an underwriting
20 issue, you may or may not make a note that would go the
21 underwriting file and refer the person to underwriting?

22 **A Correct.**

23 **Q** And if you get a call that's not an underwriting
24 issue, then what would you do?

25 **A If it's not an underwriting issue?**

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1 Q It's not an underwriting issue.

2 A Well, if it was an accident, we would open the
3 claim.

4 Q Anything else?

5 A That's it.

6 Q Let me show you Exhibit No. 1. The court
7 reporter has got that for you.

8 A I got it.

9 Q Does that document look familiar to you?

10 A I've seen it, yes.

11 Q What is it?

12 A It's notes taken by me.

13 Q All right. You're familiar with the conversation
14 that the note claims to confirm, right?

15 MR. DOUGLAS: Objection; foundation.

16 Q (By Mr. Sampson) Or are you? Maybe you're not.

17 A I don't understand the question.

18 Q My question -- and your counsel raises an
19 excellent point, perhaps you don't have any familiarity at
20 all with the conversation this note claims to confirm.
21 There's a note here that talks about a conversation that
22 supposedly took place.

23 Can we agree on that?

24 A Yes.

25 Q All right. And my question was you're familiar

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1 with, in general, what that conversation would have been;
2 you've reviewed the note, right?

3 **A Yes.**

4 **Q** Do you have any specific recollection of the
5 conversation?

6 **A No.**

7 **Q** Of course not. All right.

8 Approximately, how many, if you know, how many
9 calls a day would you field as a customer service rep for
10 UAIC in an average day?

11 **A I don't know. I mean, could be anything. Slow**
12 **day, good day. If you're asking me to give a number?**

13 **Q** Best estimate.

14 **A Anywhere from 10 to 20 calls a day.**

15 **Q** Multiple calls --

16 **A Of course.**

17 **Q** -- every day for day after day after day, right?

18 **A Uh-huh.**

19 **Q** That's a yes?

20 **A Yes.**

21 **Q** That's why you have no specific recollection of
22 this call at all, right?

23 **A No.**

24 **Q** I'm correct?

25 **A You're correct. I don't remember the call coming**

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1 in, if that's what you're asking me.

2 Q Right. Your only recollection of the
3 communication would be what the note itself says?

4 A Yes.

5 Q And when it says also on here that you confirmed
6 with UW Doug --

7 A Underwriting Doug.

8 Q You don't recall speaking with Doug, do you?

9 A Of course not.

10 Q And then the discussion with the insured, you did
11 not recall that. All right.

12 Up here at the top, towards the top it says
13 diary. Do you see where that is?

14 A Yes.

15 Q What would this kind of record be called?

16 A This was taken, I put these in the underwriting
17 notes.

18 Q Okay. So you would call this underwriting notes?

19 A Yes.

20 Q Then this would be kept, then, with the
21 underwriting file?

22 A Correct.

23 MR. DOUGLAS: I'll just object to foundation,
24 vague as to the last one.

25 Q (By Mr. Sampson) Just a moment to look at my

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1 notes. Let me ask you the question. I think I know the
2 answer, but you tell me.

3 Do you have any idea how long the conversation
4 took?

5 **A No.**

6 **Q** You don't have any recollection as to how long
7 your conversation with Doug in underwriting would have
8 taken, correct?

9 **A No.**

10 **Q** What is Doug's full name? If you know.

11 **A You know, I don't know his last name.**

12 **Q** All right. Are you aware that no one named Doug
13 has ever been disclosed as a witness in this case?

14 **A No, I don't know.**

15 **Q** Do you know if this Doug person still works at
16 UAIC?

17 **A He does not.**

18 **Q** He does not?

19 **A He does not.**

20 **Q** Do you have any way of contacting this Doug
21 person?

22 **A No.**

23 **Q** Do you know why this Doug, who apparently was
24 involved in this conversation on this document that's been
25 provided to us, has never been disclosed as a witness by

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1 UAIC in this case?

2 **A I don't know.**

3 Q When you made these notes in this type of
4 conversation, when you're documenting it, I would assume,
5 correct me if I'm wrong, you're not typing word for word
6 what people are saying, correct?

7 **A Correct.**

8 Q You're summarizing, paraphrasing what you recall
9 hearing?

10 **A Correct.**

11 Q This note indicates, it references an accident
12 that occurred on 7/8 of '07, right?

13 **A Yes.**

14 MR. DOUGLAS: I just object. The document speaks
15 for itself.

16 THE WITNESS: I see it right there.

17 Q (By Mr. Sampson) Do you know anything about the
18 accident, other than what's in this note?

19 **A No.**

20 Q As you sit here right now, are you aware of the
21 injuries the little girl suffered in the accident?

22 **A No.**

23 Q Are you aware it says you got the call from
24 "insd." Does that mean insured?

25 **A Yes.**

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1 Q Is the name of the insured mentioned anywhere on
2 this document?

3 A **No.**

4 Q Do you have any idea who the insured actually
5 was?

6 A **It was probably the person on policy. So when I**
7 **take in the notes, they'll state their name confirming they**
8 **are the insured, so I put the insured.**

9 Q Okay. Apart from that, can you tell me who the
10 insured was?

11 A **No.**

12 Q I'll proffer that the insured has testified that
13 when he called UAIC, he called to report a claim. Did you
14 know that?

15 MR. DOUGLAS: Objection; foundation.

16 THE WITNESS: If you're talking about the
17 conversation when he called me, that would be incorrect.

18 Q (By Mr. Sampson) My only question at this point is
19 the insured has stated that when he called in to UAIC, he
20 called shortly after the accident to report the claim. Did
21 you know that the insured claimed that's what happened?

22 A **I don't understand the question.**

23 Q Okay. I'm not asking you to agree with what the
24 insured said. By the way, his name is Gary. Gary testified
25 that he called UAIC, and he said he wanted, he caused this

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1 accident, and wanted a claim open.

2 **A Okay.**

3 **Q** Did you know that Gary stated that's what he did?

4 **A** No. I mean, if you're talking about -- see,
5 here's the thing. You're asking me if he called in. I
6 don't know who he talked to. He might have called in
7 several times, I don't know. I can tell you when he talked
8 to me, he didn't want to do a claim.

9 **Q** Based on what the note says?

10 **A** Correct.

11 **Q** You won't base anything about what Mr., what the
12 insured said, other than what the note says, right?

13 **MR. DOUGLAS:** Objection; foundation.

14 **THE WITNESS:** I don't recall anything, so I had
15 to go by my notes. That's what we do. Our notes or our
16 guidelines.

17 **Q** (By Mr. Sampson) Where in the note does it say
18 Gary did not want to open a claim?

19 **A** Well, if you see the note, we went through it, we
20 talked about the claim, told me the girl wasn't hurt. So
21 then I told him there was no coverage, checked with
22 underwriting. If he would have wanted to open a claim, I
23 would have opened a claim.

24 **Q** Okay. So you're basing your understanding that
25 Gary didn't want to open a claim on what's not here, more so

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1 than what is here?

2 MR. DOUGLAS: Object to the extent that
3 mischaracterizes his testimony.

4 You can answer, if you know.

5 THE WITNESS: No. What I'm stating is if he
6 wanted to open a claim, I would have opened a claim. It's
7 not a hard thing to do. It's two, three minutes.

8 Q (By Mr. Sampson) So then the fact that you don't
9 see anything in here opening a claim, leads you to think he
10 didn't want to open a claim?

11 A **He did not want to open a claim, correct.**

12 Q You base it on the fact that there's not a claim
13 open or record of a claim note opened in here?

14 A **Right. That's why I put the notes in there, so**
15 **we have a note that he called in.**

16 Q In the upper right-hand corner, says GSMOLI.

17 A **Yes.**

18 Q Is that Giselle?

19 A **Yes.**

20 Q Do you know why she's mentioned on here?

21 A **I do not know.**

22 Q Under user ID, it says E Cook. That's you,
23 right?

24 A **Correct.**

25 Q Nobody else that would go by E Cook?

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1 **A No, just me.**

2 **Q And no one else would go by GS Molina at that**
3 time at UAIC other than Giselle, correct?

4 **A Correct.**

5 **Q When you entered information in regarding phone**
6 calls, would you enter them under Giselle's diary?

7 **A No.**

8 **Q Do you have any idea why Giselle's name is up at**
9 the upper right-hand corner of this document instead of
10 yours?

11 **A I do not know.**

12 **Q I want to get back to the initial question I was**
13 asking a moment ago. It sounds to me, then, that if I tell
14 you the insured, Gary, claims he called UAIC and asked to
15 open a claim, you're learning that for the first time from
16 me today, correct?

17 **A Yes.**

18 **Q And as I understand, you don't know if it's true**
19 or not, you're hearing about it for the first time from me
20 today, right?

21 **A I assume it's true. It's coming from you.**

22 **Q I appreciate that. Point is that you weren't**
23 aware of that before I told you today, correct?

24 **A Correct.**

25 **Q I asked -- we can send a copy of this over, if we**

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1 need to, but I asked UAIC to identify everyone who was
2 involved in the claim that was brought against Gary Lewis,
3 and they identified Manny Cordova, Giselle Molina, Lisa
4 Watson, and you. Did you know that?

5 **A I believe so, yes.**

6 **Q** Do you know why this Doug person wasn't listed?

7 **MR. DOUGLAS:** Asked and answered.

8 **THE WITNESS:** I don't know.

9 **Q** (By Mr. Sampson) Can you think of any reason why
10 this Doug person wasn't listed?

11 **A I don't know.**

12 **MR. DOUGLAS:** And, counsel, if you feel that we
13 need to supplement, we shall so supplement this Doug
14 individual's name, to the extent I don't know that he would
15 be a witness.

16 **Q** (By Mr. Sampson) I think, and I'll refer to her as
17 Mrs. Cook. She called this note an underwriting note. I
18 think that's what you, you believe that's correct, that's
19 the correct reference, right?

20 **A Correct.**

21 **Q** Will you take a look at, the court reporter is
22 going to hand you Exhibit No. 3.

23 **A Okay.**

24 **Q** What I'd like you to do, that is what UAIC has
25 told me is the underwriting file.

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1 MR. DOUGLAS: I'll just object; foundation. We
2 have supplemented this note and you know that, counsel, as
3 part of the file as well that's reviewed in Exhibit 1.

4 MR. SAMPSON: Is there an objection, counsel?

5 MR. DOUGLAS: Yes, because you are proffering
6 incorrect information.

7 MR. SAMPSON: No, I'm not.

8 MR. DOUGLAS: Yes, you are. It's incomplete
9 information. The underwriting file has been supplemented
10 with Exhibit 1. And you know that.

11 MR. SAMPSON: Are you done talking? Are you done
12 improperly interrupting the deposition?

13 MR. DOUGLAS: I wasn't improperly interrupting,
14 but you can continue whenever you're ready.

15 MR. SAMPSON: Go ahead and finish.

16 MR. DOUGLAS: I've been done for quite some time.

17 MR. SAMPSON: I didn't know that. You shouldn't
18 have got started.

19 Q (By Mr. Sampson) Sir, what you're looking at in
20 Exhibit 3 --

21 A Yes.

22 Q -- is what UAIC told me is the underwriting file.

23 MR. DOUGLAS: I'll just object; foundation.

24 MR. SAMPSON: You're not done interrupting. I'd
25 like to ask a question before you object.

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1 Q (By Mr. Sampson) Let me start again.

2 Sir, Exhibit 3 --

3 A Yes.

4 Q -- is what UAIC has told me is the underwriting
5 file.

6 A Okay.

7 Q I would like you to look through what UAIC told
8 me is the underwriting file and find this underwriting note.

9 MR. DOUGLAS: I'll again object for the record
10 that the note has been supplemented since, counsel. But you
11 can go ahead and ask your improper question, or incomplete
12 question.

13 MR. SAMPSON: Counsel, if you want to go ahead
14 and stipulate that when UAIC first gave me the underwriting
15 file, this note wasn't part of it, we might skip this part.

16 MR. DOUGLAS: Of course, counsel. I've already
17 said we supplemented it pursuant to the rules timely. I
18 mean, if you want to ask him to go through it, yeah, it's a
19 waste of time. I've already stated quite clearly, we've
20 supplemented this note for you. It wasn't included in the
21 original production. I apologized for that, but it's
22 certainly been supplemented.

23 Q (By Mr. Sampson) Mr. Cook, do you know why, when
24 UAIC provided me what they told me was the entire
25 underwriting file, initially this note wasn't in it?

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1 **A I don't know.**

2 Q Can you think of any reason why that would be?

3 **A No.**

4 Q Let me proffer one to you. One possible reason
5 why this note wasn't included in the underwriting file when
6 it was first given to me is because it didn't exist. Can
7 you think of any other possible reasons?

8 MR. DOUGLAS: Objection. Counsel, that's
9 argumentative, lacks foundation, and certainly misstates his
10 whole testimony.

11 But go ahead. He's saying you made this up after
12 the fact.

13 THE WITNESS: Well, basically, what you would be
14 calling me is a liar, and that's incorrect. It's time
15 stamped. It's dated. The notes are clear. And there's, I
16 put it in the underwriting notes so we would have a note on
17 this.

18 Now, the reason why they didn't give it to you, I
19 don't know that. But I didn't make this up. I don't make
20 up notes.

21 Q (By Mr. Sampson) Sir, I didn't say you did.

22 **A Well, that's what it sounds like.**

23 Q Okay. Let's clear the air on that, then, because
24 I never -- First of all, you don't have any recollection of
25 making this note, right?

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1 **A Correct.**

2 Q Okay. So you certainly didn't go and forge a
3 note that you recall, right?

4 **A Correct.**

5 Q You would never do anything like that, correct?

6 **A Absolutely not.**

7 Q All right. Well, if someone else at UAIC got
8 into the file, put this note together, and put your name on
9 it, you wouldn't know because you don't have a recollection
10 of this conversation --

11 MR. DOUGLAS: Objection.

12 Q (By Mr. Sampson) -- whether that happened or
13 whether there was a conversation?

14 MR. DOUGLAS: Objection; speculation,
15 argumentative, and lacks foundation.

16 You can answer, if you know.

17 THE WITNESS: I don't know, but that is not the
18 case. You just don't, somebody is just not going to go in
19 the system and drum up some notes.

20 Q (By Mr. Sampson) The point I'm making, sir, is I'm
21 not calling you a liar. Now, if you said, "I remember this
22 conversation, I remember making this note," then perhaps we
23 would have an issue, but you don't. No one is calling you a
24 liar. I don't know how this note came to be put in place,
25 specifically. What I do know is that when UAIC first told

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1 me here's the entire underwriting file, this note wasn't
2 there.

3 Does that seem odd to you?

4 MR. DOUGLAS: Objection; vague, calls for
5 speculation.

6 You can answer, if you know.

7 THE WITNESS: I don't know.

8 Q (By Mr. Sampson) Again, I'm talking about
9 possibilities. I'm not asking you to agree that anything
10 did or did not happen. I've proffered one possible
11 explanation as to why the note wasn't provided. You would
12 certainly agree if a note is not provided, it's possible it
13 just doesn't exist?

14 MR. DOUGLAS: Objection, counsel, lacks for
15 foundation, calls for speculation, and I believe you're
16 being argumentative with him. He's answered the question.

17 MR. SAMPSON: -- getting somewhere with counsel
18 because he gets me attitude and starts with the tone. We
19 don't need it, counsel.

20 MR. DOUGLAS: I don't have a tone. You've asked
21 this witness, he said he didn't know. You can keep asking
22 him to say that somebody made this note up and it's just
23 ridiculous, but you can keep at it, counsel, if you would
24 like.

25 Q (By Mr. Sampson) Do you need the question

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1 repeated?

2 **A Go ahead.**

3 Q All right. Let me repeat the question.

4 One possible explanation for why materials aren't
5 produced is because they don't exist, wouldn't you agree?

6 MR. DOUGLAS: Objection; speculation,
7 argumentative, lack of foundation.

8 You can answer.

9 MR. SAMPSON: Noted for the record.

10 THE WITNESS: But it was produced.

11 Q (By Mr. Sampson) Not initially it wasn't.

12 Initially they said here's our whole underwriting file, this
13 wasn't there. And all I'm saying is one possible
14 explanation is because it didn't exist.

15 Can you tell me any other possible explanations
16 why UAIC would say here's the whole file and this wouldn't
17 be there?

18 **A I don't know.**

19 MR. DOUGLAS: Objection; calls for speculation
20 and it also lacks foundation. And I think it's outside the
21 scope of the witness's knowledge.

22 You can answer beyond that.

23 THE WITNESS: I don't know.

24 Q (By Mr. Sampson) Okay. Do you know when UAIC
25 first realized that this underwriting note that was not in

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1 the underwriting file existed?

2 MR. DOUGLAS: Objection; misstates the testimony,
3 lacks foundation, is argumentative.

4 You can answer, if you know.

5 THE WITNESS: I don't know.

6 Q (By Mr. Sampson) On the note, upper left-hand
7 corner now --

8 A Which one?

9 Q -- there's a date. Do you see the date?

10 A Yes.

11 Q 7/26/2010.

12 A Yes.

13 Q That's about a month ago, wouldn't you agree?

14 A Yes.

15 Q Can you tell me why this record, which claims
16 that it's confirming a conversation from 7/13/07, is dated
17 12/26/2010 at the top?

18 MR. DOUGLAS: Just for the record, it's
19 7/26/2010, counsel.

20 MR. SAMPSON: Point well taken. If I misspoke,
21 I'll withdraw and start again.

22 Q (By Mr. Sampson) Sir, can you tell me why this
23 record, that claims to confirm a conversation that happened
24 on 7/13/07, is dated 7/26/10 at the top?

25 A I can only assume that's the date it was printed.

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1 Q Do you have any knowledge related to an insurance
2 company's obligation to -- Strike that.

3 Do you have any knowledge regarding an insured's
4 right to have their insurance policy renewed when it
5 expires?

6 MR. DOUGLAS: Object to the extent it calls for a
7 legal conclusion.

8 You can answer, if you know.

9 THE WITNESS: I don't know.

10 Q (By Mr. Sampson) Did you handle property damage
11 claims related to accidents that occur in Nevada?

12 A Yes.

13 Q Do you have any knowledge related to the law in
14 Nevada that says an insurance contract which does not
15 provide for notice prior to termination for failure to pay a
16 premium when due is against public policy and thus
17 unenforceable?

18 MR. SAMPSON: I'll just object that that
19 obviously calls for a legal conclusion.

20 You can answer, if you know.

21 THE WITNESS: I don't know.

22 Q (By Mr. Sampson) Did you have any involvement in
23 the claim that was brought against Gary Lewis or any
24 involvement in the policy that Mr. Lewis had or anything
25 else related to Mr. Lewis of UAIC, other than what's noted

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1 in Exhibit No. 1?

2 **A This is Exhibit 1?**

3 MR. DOUGLAS: (Inaudible response.)

4 THE WITNESS: No. No other involvement.

5 Q (By Mr. Sampson) Are you aware of anything that
6 was done on Gary Lewis's policy or in response to the claim
7 brought against him, other than what's referenced in Exhibit
8 No. 1?

9 **A No.**

10 Q Do you know if anyone ever reported Gary Lewis to
11 the DMV for not having insurance?

12 MR. DOUGLAS: Objection to the extent it calls
13 for a legal conclusion.

14 You can answer, if you know.

15 THE WITNESS: I don't know.

16 MR. SAMPSON: What legal conclusion does it call
17 for, counsel?

18 MR. DOUGLAS: I'm not going to debate with you on
19 it, counsel.

20 MR. SAMPSON: No. You have to give me the
21 opportunity to correct the question, counsel, if you're
22 going to make an objection, so I can correct it and get it
23 clear on the record. So if I've called for a legal
24 conclusion, what legal conclusion am I calling for, and then
25 I can work my question around it.

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1 MR. DOUGLAS: I'm not being deposed here,
2 counsel. I'm not going to answer your questions.

3 MR. SAMPSON: You're obligated to clarify your
4 objection so I can clarify the question if, in fact, you
5 think your objection is valid.

6 MR. DOUGLAS: Counsel, do you have a question for
7 the witness?

8 MR. SAMPSON: You know your objection is not
9 valid.

10 MR. DOUGLAS: No. Counsel, you're not going to
11 lock me into any assumption.

12 MR. SAMPSON: I can ask for clarification.

13 MR. DOUGLAS: Do you have a question for the
14 witness?

15 MR. SAMPSON: I do have a question.

16 MR. DOUGLAS: Then ask a question of the witness.
17 Come on. Stop wasting everybody's time.

18 MR. SAMPSON: I'll wait until you're done.

19 I asked my question of the witness and you
20 objected and said it calls for a legal conclusion.

21 MR. DOUGLAS: I said to the extent it does.

22 MR. SAMPSON: I can't, for the life of me,
23 imagine how the question could possibly call for a legal
24 conclusion.

25 MR. DOUGLAS: Okay. That's fine. We can

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1 disagree.

2 MR. SAMPSON: I would like what legal conclusion
3 you believe it calls for so I can correct it and get a
4 proper question on the report, which is my right as deposing
5 attorney in this case, to have to get an opportunity to have
6 you explain your objection so I can clarify the question.
7 But if you can't clarify the question and identify a legal
8 conclusion, I'm going to take that as admission that you
9 know your objection was improper.

10 MR. DOUGLAS: Oh, counsel, you know what? You
11 play these childish games and continue to play them. I will
12 tell you that, for starters, when you're talking about
13 notifications to Departments of Motor Vehicles, those are
14 sometimes encoded in statutes, so it may call for legal
15 conclusion.

16 I don't have to give a further explanation, but
17 if you would like to continue with your childish games as
18 usual, please do; otherwise, if you don't have a question
19 for the witness, we can conclude this deposition.

20 Q (By Mr. Sampson) Sir, the question I have for
21 you -- and if there's an objection, counsel, I do want to
22 explain, so think long and hard before you make one --

23 MR. DOUGLAS: Sure, I will. I'll try.

24 Q (By Mr. Sampson) -- are you aware --

25 MR. DOUGLAS: I'll do my best.

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1 MR. SAMPSON: I'd love to see you try to make a
2 cogent, proper objection.

3 MR. DOUGLAS: Okay. I'd like a proper question,
4 too, finally.

5 Q (By Mr. Sampson) Sir, are you aware of UAIC ever
6 reporting Mr. Lewis to the DMV for having a lapse in
7 coverage?

8 MR. DOUGLAS: Object to the extent that it may
9 call for legal conclusion; may be outside the scope of the
10 witness's knowledge.

11 MR. SAMPSON: What legal conclusion does it call
12 for?

13 MR. DOUGLAS: Again, it may, in the definition of
14 lapse, may call for legal conclusion. Again, certain
15 responsibilities in notifying the DMV. You know, I stated
16 my objection. He can answer, if he knows.

17 THE WITNESS: I do not know.

18 Q (By Mr. Sampson) I want to make sure we're clear.
19 Do you understand what the word "lapse" means?

20 A Yes.

21 Q That's not foreign to you, correct?

22 A Correct.

23 Q What's your understanding of what the word
24 "lapse" means, so we can make sure your attorney is not
25 confused by the question.

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1 MR. DOUGLAS: Objection; argumentative, counsel.

2 You can answer, to the extent you know.

3 THE WITNESS: It's if there's a lapse or
4 cancelation of policy, underwriting will inform us, and
5 we'll move with that.

6 Q (By Mr. Sampson) All right. And I think the note
7 says you look, it says, "I look up insd pol." That's
8 insured policy, I'm assuming, right?

9 MR. DOUGLAS: Are you referring to Exhibit 1,
10 counsel?

11 Is that a yes?

12 Q (By Mr. Sampson) Sir?

13 MR. DOUGLAS: Are you referring to Exhibit 1?

14 Q (By Mr. Sampson) Do you see that, sir?

15 MR. DOUGLAS: He doesn't know what you're
16 referring to, counsel.

17 Q (By Mr. Sampson) You just looked at something and
18 read it and looked at something. Do you see where I just
19 read? "I look up insd pol, no coverage."

20 Do you see that, sir?

21 MR. DOUGLAS: Do you mean Exhibit 1, counsel?

22 Q (By Mr. Sampson) Do you see it, sir?

23 A On Exhibit 1?

24 Q Yes.

25 A Yes.

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1 Q All right. I'm assuming that "insd" is -- what's
2 "insd pol" mean?

3 A **Insured policy.**

4 Q All right. So "I look up insured policy, no
5 coverage for 7/8/07"?

6 A **Uh-huh, correct.**

7 Q Correct?

8 All right. So your note would seem to indicate
9 Mr. Lewis did not have insurance with UAIC on 7/8/07.

10 A **Yes. And I confirmed that with underwriting.**

11 Q That's what the note is intending to convey,
12 correct?

13 A **Yes.**

14 Q Did you ever report Mr. Lewis to the DMV for not
15 having coverage on 7/8 of '07?

16 MR. DOUGLAS: I'll just, again, object. It might
17 be outside the scope of the witness's knowledge.

18 Q (By Mr. Sampson) Hence the "do you know" part of
19 the question, sir.

20 A **I don't know.**

21 Q Do you know if anyone from UAIC ever reported
22 Mr. Lewis to the DMV for not having coverage at any time?

23 MR. DOUGLAS: Same objection.

24 THE WITNESS: I do not know.

25 Q (By Mr. Sampson) You mentioned earlier this note,

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1 Exhibit 1, would be kept in the underwriting file. How was
2 the underwriting file kept?

3 **A I don't understand the question.**

4 **Q** Okay. Well, when you say -- Back it up, then.

5 This note, Exhibit 1, would be kept in the
6 underwriting file, right?

7 **A Yes.**

8 **Q** Okay. What is the underwriting file?

9 **A Where the underwriters put their notes in.**

10 **Q** How is that information stored?

11 **A In the system. I don't know how it's stored, but**
12 **it's in the system. I don't know how it's exactly stored.**
13 **I don't know the technical outcome of it, but it's the notes**
14 **in the system.**

15 **Q** Is it stored electronically?

16 **A Yes.**

17 **Q** As opposed to it's not put in a folder someplace
18 and put in a file cabinet, right?

19 **A Well, I don't know. Underwriting might have**
20 **those, but I don't know about that. I know what I do is**
21 **electronic.**

22 **Q** When Ms. Molina testified -- By the way, were you
23 and Ms. Molina customer service representatives at the same
24 time, if you know?

25 **A I don't know. She...**

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1 Q Go ahead. Finish your answer.

2 A I don't know. She might have been a property
3 damage adjuster. I know she was a property damage adjuster
4 before I was.

5 Q Just one moment. I've got to get my notes for a
6 second from her deposition.

7 A Okay.

8 Q Now, Ms. Molina testified she had been a claims
9 adjuster for about two years, and then prior to that, she
10 was a customer service representative. And you just don't
11 remember if you and she were customer service
12 representatives at the same time?

13 MR. DOUGLAS: Asked and answered.

14 THE WITNESS: Correct.

15 Q (By Mr. Sampson) One thing Ms. Molina testified
16 about is that as part of her job, apparently she would send
17 letters out that would indicate there's no insurance
18 coverage, and she would keep those letters in a binder.

19 Do you remember ever doing anything like that
20 with UAIC?

21 A No.

22 Q She identified, I think she said it was a pink
23 three-ring binder about two inches where she would keep the
24 letters she would mail out. Do you have any idea what she
25 was talking about?

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1 **A** **I wouldn't know nothing about that.**

2 **Q** She might not have said pink. Do you recall any
3 binder at all where customer service representatives would
4 keep letters they would send out?

5 **A** **No.**

6 **Q** Let me have you, last area we're going to go
7 into, Exhibit No. 2, please.

8 **A** **Two.**

9 **Q** Which I'm hoping is the request for admission,
10 but if I'm wrong, then it's whatever one is the request for
11 admissions.

12 MR. DOUGLAS: Okay. The witness has it.

13 **Q** (By Mr. Sampson) All right. Exhibit 2 has seven
14 sub-exhibits attached to it. And I'd like you just to take
15 a moment and familiarize yourself with those sub-exhibits,
16 please.

17 **A** **Okay.**

18 **Q** Have you ever seen those before today, sir?

19 **A** **These exacts ones?**

20 **Q** Yes.

21 **A** **No.**

22 **Q** Have you seen the same type of document but on
23 other files before?

24 **A** **Of course.**

25 **Q** In what capacity have you seen those?

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1 **A** Just in the files. I mean, I used to do the
2 underwriting mail, and these are a lot of stuff I used to
3 mail out.

4 **Q** Okay. Let me turn your attention to number six,
5 specifically.

6 **A** Sorry.

7 MR. DOUGLAS: That's okay.

8 THE WITNESS: Okay. Got it.

9 **Q** (By Mr. Sampson) The first full paragraph says,
10 "To avoid lapse in coverage, payment must be received prior
11 to expiration of your policy."

12 Did I read that much correctly?

13 **A** Correct.

14 **Q** Do you have any idea what that sentence means?

15 **A** Again, this is underwriting stuff. I don't know.

16 **Q** Okay.

17 **A** I'm not involved in underwriting. I don't want
18 to, you know...

19 **Q** Sir, my only question is do you have an
20 understanding, and if you say, "No, I don't," I just want to
21 know if you have an understanding.

22 **A** I do not.

23 **Q** All right. The upper right-hand corner, the
24 third line down says expiration date.

25 **A** Yes.

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1 Q Says July 31st, '07. Do you see that?

2 A Yes.

3 Q Mr. Lewis testified it was his understanding that
4 when it talked about expiration of your policy, it was
5 referencing this expiration date I've just pointed you to.

6 A Okay.

7 Q Again, you wouldn't be able to comment on that
8 either way. Fair statement?

9 MR. DOUGLAS: Objection; foundation.

10 Q (By Mr. Sampson) You wouldn't have an
11 understanding either way, right?

12 MR. DOUGLAS: Objection; may call for a legal
13 conclusion, and I think it's vague.

14 Q (By Mr. Sampson) I just want to know if you have
15 an understanding.

16 MR. DOUGLAS: An understanding of Mr. Lewis's
17 testimony? What was your question, counsel?

18 Q (By Mr. Sampson) All right. Let me ask the
19 question again.

20 MR. DOUGLAS: Tell him that.

21 THE WITNESS: I don't understand.

22 Q (By Mr. Sampson) All right. That's fine. That's
23 perfectly fine. I appreciate you telling me that.

24 Mr. Lewis testified that when he saw the word
25 "expiration" of your policy in the paragraph we looked at,

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1 he referred that to the expiration date of July 31st, 2007.

2 My only question is, do you have any comment on that, or

3 would that be outside of your areas you worked at UAIC?

4 A Comment on? I mean, what do you want me to say?

5 What are you asking me? I know you're saying yeah, the

6 first line says expiration, the second line over here says

7 expiration, and you're saying Mr. Lewis is coming to, saying

8 what?

9 Q That that's what, when it says "Payment must be
10 received prior to expiration of your policy," he took that

11 to mean prior to July 31st '07, which is the only other

12 place the word "expiration" is used in the whole document.

13 My question to you is do you have an understanding as to

14 whether that's a fair interpretation of the document, or is

15 it outside of what you --

16 MR. DOUGLAS: Objection; foundation, may call for
17 legal conclusion, and I think it's also vague.

18 You can answer, if you know.

19 THE WITNESS: I don't know. I mean, I clearly

20 see what he's talking about, but I don't know what he wants

21 me to tell him.

22 Q (By Mr. Sampson) That's fine. I don't want you to
23 tell me anything, sir.

24 My only question is, like you said, you see where

25 he's coming from. It sounded like this was the kind of

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1 thing you ordinarily don't deal with?

2 **A Right.**

3 **Q Correct?**

4 **A Okay.**

5 **Q** You wouldn't ordinarily deal with this type of
6 document, other than filing it through the mailroom or
7 seeing it in the file?

8 **A Correct.**

9 **Q** Do you have insurance with UAIC?

10 **A No.**

11 **Q** So you don't even receive these yourself for your
12 own insurance?

13 **A No.**

14 **Q** I'm correct?

15 **A Yes. But I can tell you, I mean, from looking at**
16 **the document, you can see renewal amount, the amount, no**
17 **later than 6/30/07. I don't know what about the expiration**
18 **date you want me to tell you about that.**

19 **Q** I don't want you to tell me anything about it. I
20 think, you know, if you remember earlier talking about a
21 phone bill or a power bill or water bill, electricity,
22 anything like that, that there's a date they want payment by
23 but it doesn't necessarily mean they are going to cut you
24 off if you miss that exact date. You recall that
25 conversation, right?

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1 **A** **Yeah. But with all due respect, this ain't the**
2 **power bill, this ain't the cell bill, it's an insurance**
3 **bill.**

4 **Q** **Sure. And someone reading it would be reading it**
5 **along with all the other bills they get, like power bill,**
6 **cell bill, or anything else. Is that a fair statement?**

7 **MR. DOUGLAS: Objection; relevance, it's vague,**
8 **calls for speculation.**

9 **THE WITNESS: Well, if you're asking me to read**
10 **it and what I would think about it, the thing I would go**
11 **right to is all the stars that says no later than 6/30/07.**

12 **Q** **(By Mr. Sampson) Sure.**

13 **A** **I mean, that's me.**

14 **Q** **That's the day they want their money, right,**
15 **pretty clear?**

16 **A** **Yes.**

17 **Q** **Okay. Just like a power company will say this is**
18 **the day we want our money, right? But if someone says, at**
19 **the power company, you can pay late and not get your power**
20 **get cut off, get it taken care of, someone says here to**
21 **avoid a lapse, pay before the expiration, and that's what**
22 **Mr. Lewis's understanding was and --**

23 **MR. DOUGLAS: Objection.**

24 **MR. SAMPSON: Can I ask the question before you**
25 **object?**

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1 MR. DOUGLAS: Hurry up.

2 Q (By Mr. Sampson) You can see where he's coming
3 from, but that's not how you would see it. Fair statement?

4 MR. DOUGLAS: Objection; lacks foundation and may
5 call for speculation.

6 You can answer, if you know.

7 THE WITNESS: No, I don't see it like that.

8 Q (By Mr. Sampson) Okay. I understand.

9 Anything else you're aware of that happened on
10 the claim brought against Gary Lewis or in relation to his
11 policy, other than what we've talked about today, sir?

12 A No.

13 Q I do want to ask one other thing.

14 A Okay.

15 Q You had advised me that you believe you've been a
16 property damage adjuster for about two years, right?

17 A Correct.

18 Q Might it be three years?

19 A Like I said, I don't know the exact dates.

20 Q Okay. The concern I have -- and we went after it
21 both ways, going backwards, you said about two years
22 property damage adjuster. Six months to eight months before
23 that you were in subrogation, which takes us to early '08.
24 Six months prior to that, you were in the mailroom?

25 A Yeah. Like I said, I told you, I don't know

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1 **exactly.**

2 Q Right. Well, I understand you don't know
3 exactly, but from what you told me, it sounds like, if
4 you'll look at Exhibit 1 again really quickly.

5 A **Yes.**

6 Q You were working, you weren't a customer service
7 rep until, I think at the earlier, geez, May of 2008. I'm
8 wondering why you would be taking calls in September of '07.

9 A **Well, like I said, I did overflow calls, and I**
10 **helped out.**

11 Q When did you do overflow calls?

12 A **That was one of my jobs when I was doing the**
13 **mailroom. Subrogation. And like I said, I don't know the**
14 **exact times. I know you're trying to pin me down to exact**
15 **times. I wish I could give you the exact times.**

16 Q Sure. That's what I'm trying to clear up. If it
17 is a question of, you know, maybe it was a year more than I
18 thought, I understand that that's what you're saying. I
19 just want to try to -- the testimony you gave and the
20 testimony Ms. Molina gave seem to be pretty consistent.
21 You're taking calls about two years ago. If there's a note
22 here from three and a half years ago or so, so I'm just
23 trying to get it clear in my head.

24 A **Okay.**

25 Q Anything you can tell me, other than what you've

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1 already told me on that point?

2 **A No, sir.**

3 MR. SAMPSON: All right. Thank you very much for
4 your time today. I am done.

5 THE WITNESS: Thank you, sir.

6 MR. DOUGLAS: Okay. I have a few quick questions
7 for you, Eric.

8 THE WITNESS: Sure.

9

10 EXAMINATION

11 BY MR. DOUGLAS:

12 Q Do you remember talking about this note we have
13 in Exhibit 1 here with counsel?

14 **A Yes.**

15 Q And I think he was trying to intimate that
16 somehow this note could have been somehow made later. Do
17 you remember that?

18 **A Yes.**

19 Q Okay. First, I want to ask you about the time
20 stamp. It says date entered on Exhibit 1 is 7/13/07. Can
21 you see that?

22 **A Yes.**

23 Q As far as you know, is there any way to go into
24 the system and predate a note?

25 **A No.**

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1 Q Okay. And also he asked you if you knew why it
2 wasn't originally produced as part of Exhibit 3. Do you
3 remember that?

4 A Yes.

5 Q Do you have any role in keeping the underwriting
6 files?

7 A No.

8 Q Okay. Do you know whether electronic notes and
9 hard copy notes are stored differently?

10 A No.

11 Q Do you have any idea whether an electronic note
12 is stored differently from, say, declaration pages and
13 renewal notices and documents?

14 A No.

15 MR. DOUGLAS: Okay. That's all I have.

16

17 FURTHER EXAMINATION

18 BY MR. SAMPSON:

19 Q You're not aware of any way to predate a note,
20 correct?

21 A Correct.

22 Q So I guess, then, you're not aware of any way to
23 remove a note, either, correct?

24 A Correct.

25 Q There would be no way to do that, right?

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1 **A No way.**

2 **Q No way to add a note, is that what you're telling**
3 me too?

4 **A To add a note, yeah, you can add notes.**

5 **Q All right. Well, if there's no way to predate a**
6 note and there's no way to remove a note, then in the
7 questions you've been asked and all the testimony that's
8 been given, have you got any idea why the note wasn't part
9 of the first underwriting file that UAIC provided to us when
10 we asked for the entire underwriting file?

11 MR. DOUGLAS: And it was actually, I'll just
12 object for the record because that misstates the history of
13 the case because it was actually produced in the initial
14 disclosures.

15 Secondly, he already has testified he doesn't
16 know how the files are kept, so I believe it's outside the
17 scope of the witness's knowledge.

18 To the extent you know, you can answer.

19 THE WITNESS: I do not know.

20 MR. SAMPSON: All right. Thank you very much.

21 (2:46 p.m.)

22

ERIC COOK

23

24

25

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1 STATE OF ARIZONA)

2) ss:

3 COUNTY OF MARICOPA)

4 BE IT KNOWN that the foregoing deposition was
5 taken before me, SANDRA L. MUNTER, a Certified Reporter for
6 the State of Arizona; that the witness before testifying was
7 duly sworn by me to testify to the whole truth; that the
8 questions propounded by counsel and the answers of the
9 witness thereto were taken down by me in shorthand and
10 thereafter transcribed either by me or under my direction;
11 that the foregoing pages are a true and accurate transcript
12 of all proceedings had upon the taking of said deposition,
13 all to the best of my skill and ability.

14 (X) Pursuant to request, notification was provided
15 that the deposition is available for review and signature.

16 () Review and signature was waived.

17 I FURTHER CERTIFY that I am in no way related to
18 any of the parties hereto, nor am I in any way interested in
19 the outcome hereof.

20 DATED at Phoenix, Arizona, this 11th day of
21 September, 2010.

22

23

SANDRA L. MUNTER, RPR/CSR

24

Certified Reporter

Certificate No. 50348

25

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Exhibit “G”

Jan Cook - July 28, 2010
Nalder vs. United Automobile Insurance Company

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

--o0o--

JAMES NALDER, Guardian Ad Litem)	
for minor Cheyanne Nalder, real)	
party in interest, and GARY)	
LEWIS, Individually,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.
)	2:09-cv-1348
UNITED AUTOMOBILE INSURANCE CO,)	
DOES I through V, and ROE)	
CORPORATIONS I through V,)	
inclusive,)	
)	
Defendants.)	

DEPOSITION OF JAN COOK

Scottsdale, Arizona
July 28, 2010
12:05 p.m.

PREPARED FOR:
DISTRICT COURT

(Original)

Prepared by:
Sandra L. Munter
Certified Reporter
Certificate No. 50348
CANYON STATE REPORTING
2415 East Camelback Road
Suite 700
Phoenix, Arizona 85016

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1 Pursuant to Rule 39(f)(2) of the Arizona Rules of Civil
2 Procedure, which states, "Upon payment of reasonable charges
3 therefor, the officer shall furnish a copy of the deposition
4 to any party or to the deponent," the "Prepared For"
5 attorney has received a copy of this proceeding.
6 I, the officer, will provide a certified copy to each
7 ordering party at the same copy rate, thus complying with
8 Section 7-206, Appendix A Standard 3(a) of the Arizona Code
9 of Judicial Administration (ACJA) Court Reporter Standard
10 Certification (Effective January 1, 2003).
11 Each purchased copy of this transcript will be signed and
12 certified by myself, thus complying with ACJA Section
13 7-206F(3).
14 A.R.S. 32-4003(B) provides, "Beginning July 1, 2000, a
15 certified reporter shall sign and certify each transcript
16 that the certified reporter prepares before the transcript
17 may be used in court, except for transcripts that the court
18 reporter prepares for proceedings that occurred before July
19 1, 2000." Thus, only an originally signed copy of my work
20 product can be used in any proceeding before the Court.
21 Any copies of this transcript (paper or electronic) made for
22 any other party who has not paid Canyon State Reporting,
23 (thus the reporter) for such copy of this transcript, or
24 received written permission for same, will be considered
25 theft of services, a violation of property rights, and be
sought.

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I N D E X

WITNESS:

JAN COOK

E X A M I N A T I O N

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By Mr. Sampson	5	8
By Mr. Douglas	77	3

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1	Original Policy Declarations (1 page)	44	1
2	Semi-Annual/Monthly Program Receipt of Payment (1 page)	46	22
3	Revised Renewal Statement (1 page)	47	11
4	Semi-Annual/Monthly Program Receipt of Payment (1 page)	47	21
5	Renewal Statement (1 page)	48	5
6	Monthly/Semi-Annual/Annual Program Receipt of Payment (1 page)	48	16
7	Renewal Statement (1 page)	49	1
8	Monthly/Semi-Annual/Annual Program Receipt of Payment (1 page)	49	12

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1 DEPOSITION OF JAN COOK
2 was taken on July 28, 2010, commencing at 12:05 p.m., at
3 UNITED AUTOMOBILE INSURANCE CO., 8800 East Raintree Drive,
4 Scottsdale, AZ 85260, before Sandra L. Munter, Certified
5 Reporter No. 50348 for the State of Arizona.

6

7 APPEARANCES

8 For the Plaintiffs:

9 BY: DAVID F. SAMPSON, ESQ.
CHRISTENSEN LAW OFFICES, LLC
10 1000 South Valley View Boulevard
Las Vegas, Nevada 89107

11

For the Defendants:

12

BY: MATTHEW J. DOUGLAS, ESQ.
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1117 South Rancho Drive
14 Las Vegas, Nevada 89102

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1 that this deposition was noticed to begin at 11:00 a.m. As
2 Madam Court Reporter knows, she was here. I was here. My
3 witness was here. It's now approximately 12:05, and we are
4 finally beginning.

5 I just want to state that for the record.

6 MR. SAMPSON: Sure. And as long as we're making
7 statements, I agreed to have this deposition in Arizona at
8 UAIC's place of business, which required me to travel from
9 the district, federal district of Nevada, where the lawsuit
10 is pending.

11 My flight was delayed because of something where
12 it sounded like they had to jump-start the dang thing
13 because they told us there was something that wasn't working
14 right and they would bring a cart over and get it fired up.
15 So we sat on the jetway for...

16 I would have much rather have been here doing the
17 deposition. But if I'm going to have the olive branch
18 broken off and jammed down my throat, I don't know whether
19 that's not appropriate.

20 In any event, anything else you want to say?

21 MR. DOUGLAS: Counsel, again, I just want to
22 state that there was a delay, for the record. Your office
23 sent the notice.

24 MR. SAMPSON: My office sent the notice per your
25 request that we do it here. In fact, the letter initially

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1 was set to take place just next to the airport at an office,
2 at a court reporter's office.

3 MR. DOUGLAS: Counsel, I ask that we --

4 MR. SAMPSON: -- which was another half hour
5 delay so...

6 MR. DOUGLAS: Counsel, it's your office's notice.
7 You know there were two people being set for your PMK notice
8 today. You noticed it for 11:00 a.m. We're not beginning
9 until after 12.

10 MR. SAMPSON: Okay. Because my flight was
11 delayed. I would have been here, if it hadn't been for --

12 MR. DOUGLAS: Okay.

13 MR. SAMPSON: But if your concern is that it's
14 taking too long, I don't know why you're being obstructive.
15 I haven't asked any questions, other than ask the witness to
16 spell her name.

17 MR. DOUGLAS: I wanted to make clear for the
18 record when we were beginning.

19 MR. SAMPSON: Okay. Well, I think the court
20 reporter does that as a matter of course, but if not, I
21 guess you have.

22 For our record, before we began, we did a quick
23 discussion regarding the areas of inquiry. And this
24 particular witness was identified to be the person most
25 knowledgeable, I guess you're not identifying anyone as

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1 person most knowledgeable for numbers 2 and 3?

2 MR. DOUGLAS: Counsel, I sent you a
3 correspondence. And we're objecting to that, just because
4 you can ask the witnesses about that, but it's not, it's not
5 something the company keeps.

6 At best, you can ask the witnesses about it, but
7 they don't do programming and run things for types of
8 claiming for items 2 and 3.

9 MR. SAMPSON: Simple question: Who is the PMK,
10 if anyone, for items 2 and 3 for this company?

11 MR. DOUGLAS: I would refer you to my July 23rd
12 objection I sent.

13 MR. SAMPSON: Does it identify who is the PMK for
14 either one of these areas of inquiry?

15 MR. DOUGLAS: You can ask the witnesses about it.
16 I don't know that there is one. I don't know the company
17 keeps those records, but you can ask --

18 MR. SAMPSON: So there isn't anyone being
19 identified as PMK for areas 2 and 3? That's all. I want to
20 know.

21 The plaintiff has a right to designate areas of
22 inquiry under the rules, you know this, and the obligation
23 for the corporation is to identify who in their organization
24 is most knowledgeable. I just want to know who that is so
25 you don't come into trial and say, "Hold on" --

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1 MR. DOUGLAS: I objected to those areas of
2 inquiry --

3 MR. SAMPSON: On Friday, yeah.

4 MR. DOUGLAS: -- and I mentioned a letter even
5 earlier, because of your voluminous areas, that there may be
6 areas that we would need to object to. It took some time to
7 find out. You can ask the witnesses if they know people in
8 the company about that.

9 That's all I'm going to say on the record.

10 MR. SAMPSON: I don't want to ask witnesses. I
11 want to ask the --

12 MR. DOUGLAS: I'm not going to answer questions
13 on the record about your notice, counsel.

14 THE WITNESS: I just want to know who the PMK is.

15 MR. DOUGLAS: We've been waiting an hour to start
16 your deposition. It's your floor. Your witness is here.

17 MR. SAMPSON: Spend some time to tell me who the
18 PMK is as to 2 and 3. Who's the PMK for 2 and 3?

19 MR. DOUGLAS: I'm not going to answer your
20 questions on the record.

21 MR. SAMPSON: That's on the record then. You
22 don't have a PMK for 2 and 3. And for our record, there was
23 no motion to protect the order filed, and there has been no
24 order of protection issued by the court.

25 Q (By Mr. Sampson) I've been advised you are the

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1 person most knowledgeable as to areas 4, 5; that you and
2 someone else are knowledgeable, most knowledgeable at the
3 company for area 6. You are the person most knowledgeable
4 of areas 7, 8, 9, 10, 13, 14, 16, 17, 18, 19, 21, 22 through
5 and continuing through area number 35; that you and someone
6 else, together, are the people most knowledgeable for
7 numbers 36 through 39. You are the person most
8 knowledgeable for 40, 41, 44; and that you and someone else
9 are the persons most knowledgeable for 45, 46, and 47.

10 Did I get it correct?

11 If I'm wrong about that, just let me know. If
12 you don't want to let me know I got it wrong, then we'll
13 spend our morning -- Again, I have the right to know who the
14 person most knowledgeable is. I just want to make sure
15 we're clear.

16 MR. DOUGLAS: Why don't you just begin
17 questioning the witness?

18 MR. SAMPSON: Because before I do that, I have
19 the right to know what they are testifying to. I'm not
20 going to have you come into trial and say here's this other
21 person that's more knowledgeable than Jan on number 15, for
22 example.

23 MR. DOUGLAS: Okay. I'll just state for the
24 record, counsel, out of your 40-some-odd areas of inquiry,
25 we've designated Jan and Danice and told you, we just went

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1 through who was designated for each. You've listed them on
2 the record.

3 MR. SAMPSON: Okay.

4 MR. DOUGLAS: Do what you need to do.

5 MR. SAMPSON: I was just asking if I didn't get
6 it right. This was your opportunity to let me know. And
7 you haven't. So we'll go ahead and proceed.

8 Q (By Mr. Sampson) You understand you're the person
9 most knowledgeable --

10 MR. DOUGLAS: I'm not waiving any objections,
11 counsel.

12 MR. SAMPSON: I'm sorry. What did you say?

13 MR. DOUGLAS: I'm not waiving any objections,
14 counsel.

15 MR. SAMPSON: Didn't ask you to waive any
16 objections. I said if you think I just identified her and
17 you're going to later say no, she's not the person the most
18 knowledgeable on any of these areas I just numbered, now
19 would be the time to let me know before I start my
20 questioning. You haven't.

21 MR. DOUGLAS: Counsel, we've designated the
22 areas, but I'm not waiving any objections, just because you
23 say so.

24 MR. SAMPSON: Counsel, I didn't ask you to waive
25 objections. Let me say it again.

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1 I have the right to know who at UAIC is most
2 knowledgeable on these areas.

3 MR. DOUGLAS: We just gave them to you.

4 MR. SAMPSON: Right. And I put that on the
5 record.

6 MR. DOUGLAS: Okay.

7 MR. SAMPSON: And I said, did I get any of it
8 inaccurate, or is our record correct. If you think I got
9 anything inaccurate, let me know.

10 MR. DOUGLAS: Counsel, I'm not here to answer
11 your questions, the witness is. We told you who she's
12 designated for. You can either begin questioning, or you
13 can --

14 MR. SAMPSON: You told me what she was designated
15 for, and I just put that on the record. And I've invited
16 counsel to tell me if I made a mistake on those areas,
17 because there are many of them. And I've not been told
18 about any mistakes, so I'll move forward.

19 Q (By Mr. Sampson) Do you understand that in these
20 areas of inquiry, UAIC has indicated that of all the people
21 at UAIC, you have the most knowledge?

22 A Yes.

23 Q Do you understand that means that if I ask you
24 about any of these areas and you tell me, for example, you
25 don't know, that that is then admitting on behalf of UAIC

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1 that no one knows at UAIC on that point?

2 Do you understand that?

3 MR. DOUGLAS: Objection; that calls for legal
4 conclusion.

5 You can answer beyond that.

6 THE WITNESS: Can you repeat that again?

7 Q (By Mr. Sampson) Sure. Well, let me back up a
8 second.

9 Is the phrase "person most knowledgeable"
10 confusing to you?

11 **A No.**

12 Q All right. You know what the word "most" means,
13 right?

14 **A Yes.**

15 Q And do you understand that UAIC, on these areas
16 identified a moment ago, UAIC has told me that of all the
17 people at UAIC, you have the most knowledge about those
18 areas?

19 **A I have the most knowledge about this claim for**
20 **UAIC, yes.**

21 Q I understand that, too, but I've also been told
22 by -- and maybe they are wrong, I don't know. I just ask
23 the question, "Who at your organization is the most
24 knowledgeable as to these areas," and UAIC has told me it's
25 you.

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1 Do you understand that?

2 **A Yes.**

3 Q Do you understand, then, that that means if you
4 have the most knowledge and you tell me "I don't know" in
5 response to a question in one of these, that that would
6 mean, since you have the most knowledge and you don't have
7 any knowledge, no one at UAIC would be able to come to trial
8 and say, "Wait, I know more about that, and I can tell you
9 about that"?

10 You understand that, right?

11 MR. DOUGLAS: Objection; calls for legal
12 conclusion; may be vague.

13 You can answer.

14 THE WITNESS: It's pretty vague. I mean, I have
15 the most knowledge of this particular file. It comes from
16 my claims office in Nevada, so I have the most knowledge on
17 this file.

18 Q (By Mr. Sampson) Okay.

19 **A I've reviewed it.**

20 Q Well, let's just do this. If at any point in
21 time we come to some area that you think someone besides you
22 has more knowledge or would have more knowledge on that
23 point, can you agree to let me know that?

24 **A I can do my best to do that.**

25 Q What we're trying to avoid is that we get answers

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1 to questions today and then at the time of trial, UAIC or
2 anyone else comes in and says, "Hold on, Jan didn't know
3 what she was talking about, she doesn't have the most
4 information at our company, here's some other person that
5 can more fully answer that question," we're trying to avoid
6 that.

7 Do you understand that?

8 **A Yes.**

9 **Q All right. Thank you.**

10 I want to go through a couple of things. First
11 of all, what's your position at UAIC currently?

12 **A I am a western regional claims manager.**

13 **Q How long have you had that position?**

14 **A Since 2006.**

15 **Q Prior to that, did you work at UAIC?**

16 **A Yes.**

17 **Q What was your position?**

18 **A I was an adjuster and a total loss supervisor.**
19 **I've been with them since 2001.**

20 **Q In your time at UAIC and in your capacity --**

21 **Well, UAIC is an insurance company, correct?**

22 **A Correct.**

23 **Q Besides writing policies and adjusting and**
24 **resolving claims, what other business does UAIC deal in? To**
25 **your knowledge.**

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1 **A** **To my knowledge, we sell policies through**
2 **separate agents, and we handle the claims center. Other**
3 **than that, that's all I'm aware of.**

4 **Q** **Whatever else would come up in doing those jobs?**

5 **A** **Basically.**

6 **Q** **Don't sell hot dogs at the Diamondbacks games,**
7 **anything like that?**

8 **A** **Not that I'm aware, no.**

9 **Q** **You're the person most knowledgeable. That's what**
10 **I'm talking about.**

11 All right. As an insurance company, then, does
12 UAIC familiarize itself with the obligations that an
13 insurance company has in writing claims, handling claims,
14 adjusting claims, dealing with customers, those kinds of
15 things?

16 **A** **Yes.**

17 **Q** **And are you familiar, as the person most**
18 **knowledgeable, then, about what those obligations are?**

19 **A** **Yes. I'm familiarized myself with them.**

20 **Q** **I want to know if we can agree on a couple things**
21 **at the outset. And, by the way, you don't have to agree.**

22 **A** **Okay.**

23 **Q** **So, for example, if I were to tell you that it**
24 **snows in Scottsdale 300 days out of the year, you could tell**
25 **me you don't agree that's the case, correct?**

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1 **A Correct.**

2 Q All right. And so what I want to know is if you
3 agree with the statement I'm going to read or if you
4 disagree with it or if you have some other comment that you
5 don't understand it or whatever else.

6 **A Okay.**

7 Q Fair enough?

8 **A Okay.**

9 Q All right. Number one, an insurance company must
10 treat its policyholders' interests with equal regard as it
11 does its own interest?

12 **A I can generally agree with that, yes.**

13 Q When you say "generally," is there any concern
14 about that statement that you have?

15 MR. DOUGLAS: Object. It may call for a legal
16 conclusion.

17 You can answer.

18 THE WITNESS: Are we talking particularly on this
19 file?

20 Q (By Mr. Sampson) We can talk on this file, sure,
21 if you want.

22 **A Well, I mean, it would pertain if they were**
23 **insured with us at the time. Mr. Lewis was not.**

24 Q Okay. Let me repeat the notion. A company must
25 treat its policyholders' interest with equal regard as it

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1 does its own interest, correct?

2 **A Correct.**

3 Q All right. The claims handling and insurance
4 process, when you're dealing with an insured, is not
5 supposed to be an adversarial process?

6 **A Correct.**

7 Q That a company should assist its policyholders
8 with claims?

9 **A I can agree with that.**

10 Q And, again, if at any point in time, like you
11 said initially, generally, if you equivocate at all, I want
12 to know what the concerns are.

13 **A Well, I will say for this particular file, he's**
14 **not a policyholder.**

15 Q Right. So far I'm talking about policyholders.

16 **A Yes.**

17 Q All right. That an insurance company has an
18 obligation to disclose to an insured all benefits,
19 coverages, and time limits that may apply to a claim?

20 **A I can agree to that.**

21 Q That an insurance company must conduct a full,
22 fair, and prompt investigation of claims at the insurance
23 company's expense?

24 **A For a policyholder, yes, I can agree to that.**

25 Q Claim is brought against a policyholder?

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1 **A** **Excuse me?**

2 **Q** When you say "for a policyholder," for example --

3 **A** If it was a policyholder, then, yes, I do agree
4 to that. If they are not insured with us, then no, I
5 wouldn't agree to that.

6 **Q** And I want to make sure I understand what you're
7 saying. I've confused you.

8 **A** **Okay.**

9 **Q** If I haven't, you can tell me I'm wrong.

10 **A** **Okay.**

11 **Q** If someone who's not a policyholder is hit by a
12 policyholder --

13 **A** **Oh, yes.**

14 **Q** -- and brings a claim --

15 **A** **We would -- Yes.**

16 **Q** -- then the insurance company must conduct a
17 full, fair, and prompt investigation of that
18 nonpolicyholder's claim against the policyholder --

19 **A** **Yes.**

20 **Q** -- at the insurance company's expense?

21 **A** **I can agree to that, yes.**

22 **Q** All right. An insurance company must fully,
23 fairly, and promptly adjust all claims?

24 **A** **Yes.**

25 **Q** An insurance company must not deny a claim or any

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1 part of a claim based on insufficient information,
2 speculation, or biased information?

3 MR. DOUGLAS: I'm just going to object. This
4 whole line of questioning may call for a legal conclusion.
5 You can answer, to the extent you know.

6 THE WITNESS: Okay.

7 Q (By Mr. Sampson) Do you need me to repeat it?

8 A Yes.

9 Q An insurance company must not deny a claim or any
10 part of a claim based on insufficient information? Let me
11 just start there.

12 A Maybe you can elaborate on that for me, give an
13 example.

14 Q Sure. I'm trying to think of a --

15 A Because I'm, I don't think I'm getting what the
16 question --

17 Q That an insurance company has an obligation to
18 make sure it has all the facts before it makes a decision on
19 a claim.

20 MR. DOUGLAS: I'm going to object. That's vague.

21 THE WITNESS: It's very vague. I mean, every
22 claim is different, so it's kind of, maybe if you can narrow
23 down a little bit.

24 Q (By Mr. Sampson) What I'm trying to get at, rather
25 than go to a specific circumstance but just a general rule,

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1 that an insurance company has an obligation, say, to fully
2 investigate a claim.

3 A We have an obligation to investigate claim, yes.

4 Q And that if a claim hasn't been fully
5 investigated --

6 A Well, it depends on what you consider "fully." I
7 mean --

8 Q Okay. What do you mean by that?

9 A This particular, are we talking about this file
10 or just generally?

11 A full investigation we would do is, you know, we
12 do owe that to them, and we would do that. We would go
13 through the file and call and do everything that we need to
14 do on policyholders or anybody making a claim.

15 Q I guess my question would be, then, it sounds
16 like you would agree, tell me if I'm wrong --

17 A Okay.

18 Q -- maybe I am, that if an insurance company
19 hasn't done that, what you just mentioned a moment ago -- I
20 don't want to use my words, we'll use the words you just
21 used -- if it hasn't done that, then it shouldn't be making
22 a decision on the claim?

23 A Yeah.

24 Q Fair enough?

25 MR. DOUGLAS: Objection; calls for a legal

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1 conclusion. Are you talking about decision on coverage or a
2 decision on the liability claim, counsel?

3 MR. SAMPSON: The witness a moment ago --

4 MR. DOUGLAS: Those are two different things, so
5 you're trying to confuse it.

6 MR. SAMPSON: No, I'm not. But if you have an
7 objection, you can make it for the record. That would be
8 fine.

9 MR. DOUGLAS: I just did.

10 Q (By Mr. Sampson) A moment ago -- and we can have
11 the court reporter read back what you said a moment ago
12 because I'd rather go with, if I'm using words that are
13 confusing, which I do from time to time, I don't want to do
14 that.

15 A moment ago you told me about the things you
16 believe an insurance company should do in investigating a
17 claim?

18 A Yes.

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1 conclusion. Are you talking about decision on coverage or a
2 decision on the liability claim, counsel?

3 MR. SAMPSON: The witness a moment ago --

4 MR. DOUGLAS: Those are two different things, so
5 you're trying to confuse it.

6 MR. SAMPSON: No, I'm not. But if you have an
7 objection, you can make it for the record. That would be
8 fine.

9 MR. DOUGLAS: I just did.

10 Q (By Mr. Sampson) A moment ago -- and we can have
11 the court reporter read back what you said a moment ago
12 because I'd rather go with, if I'm using words that are
13 confusing, which I do from time to time, I don't want to do
14 that.

15 A moment ago you told me about the things you
16 believe an insurance company should do in investigating a
17 claim?

18 A Yes.

19 Q And my only question is, do you agree with me
20 that if an insurance company doesn't do those things, they
21 shouldn't be making a decision on the claim?

22 A Well, I can agree to that generally, yes.

23 Q Okay. Can you think of any exceptions to that
24 rule, then?

25 A Well, I mean, what I think a full investigation

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1 that an insurance company has an obligation, say, to fully
2 investigate a claim.

3 A We have an obligation to investigate claim, yes.

4 Q And that if a claim hasn't been fully
5 investigated --

6 A Well, it depends on what you consider "fully." I
7 mean --

8 Q Okay. What do you mean by that?

9 A This particular, are we talking about this file
10 or just generally?

11 A full investigation we would do is, you know, we
12 do owe that to them, and we would do that. We would go
13 through the file and call and do everything that we need to
14 do on policyholders or anybody making a claim.

15 Q I guess my question would be, then, it sounds
16 like you would agree, tell me if I'm wrong --

17 A Okay.

18 Q -- maybe I am, that if an insurance company
19 hasn't done that, what you just mentioned a moment ago -- I
20 don't want to use my words, we'll use the words you just
21 used -- if it hasn't done that, then it shouldn't be making
22 a decision on the claim?

23 A Yeah.

24 Q Fair enough?

MR. DOUGLAS: Objection; calls for a legal

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1 **and what you think a full investigation is may be different.**
2 **We're not going to make a decision on a file without having**
3 **the facts.**

4 Q Precisely. Okay. That's exactly what I'm
5 talking about.

6 Also an insurance company should not deny a claim
7 or any part of a claim based on speculation?

8 MR. DOUGLAS: Objection; may call for a legal
9 conclusion.

10 You can answer it.

11 THE WITNESS: I would agree that -- yeah. It's
12 broad, but I would agree.

13 Q (By Mr. Sampson) Sure. You don't have a dart
14 board back here in the office someplace where you go let's
15 look at the McDonald claim, you throw a dart, if it hits go,
16 then you pay it, and if it hits deny, you deny it?

17 A **Yes. It's generally all the same for every**
18 **claim.**

19 Q Right. And a company must not deny a claim or
20 any part of a claim based on biased information, only
21 talking to one side, for example?

22 MR. DOUGLAS: Objection; may call for legal
23 conclusion, speculation, it's vague. You can answer, if you
24 know.

25 THE WITNESS: It is vague. Can you repeat it

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1 again?

2 Q (By Mr. Sampson) Sure. You understand the word
3 "biased"?

4 A Yes.

5 Q Okay. And my question is do you agree that an
6 insurance company shouldn't deny a claim or any part of a
7 claim based on biased information?

8 A Well, we're not going to be biased. Every claim,
9 we are going to treat everybody fairly and the same.

10 Q Right. So then it sounds like you would agree?

11 A Generally, I'll agree.

12 Q And an insurance company shouldn't deny a claim
13 or any part of a claim based on biased information?

14 A What's biased? What information is the biased
15 information? It's a very broad statement that you're
16 making.

17 Q For example, as I said a moment ago, talking to
18 just one side, not getting both sides. Let's say someone
19 causes an accident. The insured calls you up and says, "My
20 light was green, her light was red." You agree it would be
21 improper for the insurance company to say all right, we made
22 a decision without looking into both sides, talking to
23 independent witnesses, again, fully investigating what went
24 on?

25 A Yes, but sometimes you can't reach everybody, you

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1 **know, so --**

2 Q I understand.

3 A -- you do the best you can with what you have.

4 **You get the photos, and you do everything that you can**
5 **gather with the information you're able to obtain, and then**
6 **you try to make a decision based off of that.**

7 Q Right. So let me modify the question, then.

8 If possible --

9 A **Okay.**

10 Q -- the decision shouldn't be made based on just
11 one side of the story?

12 A **We would do --**

13 MR. DOUGLAS: Are you talking about a liability
14 investigation or --

15 THE WITNESS: Coverage --

16 MR. DOUGLAS: -- an investigation whether their
17 coverage applies?

18 Q (BY Mr. Sampson) Is it okay to be biased in
19 coverage but not in liability?

20 A **It's not okay to be biased in any claim. I mean,**
21 **we're not going to be biased.**

22 Q That's what I was asking.

23 A **Yeah. But, I mean, it's a broad statement that**
24 **you're making. That's all I was saying.**

25 Q Okay. Well, maybe this would be an easier way to

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1 handle it.

2 Can you think of any example where an insurance
3 company would be justified in denying a claim or any part of
4 a claim based on biased information?

5 **A Generally, no.**

6 **Q** Okay. Do you agree that in denying a claim, an
7 insurance company must give a written explanation pointing
8 to facts and policy provisions of why the denial is being
9 given?

10 **A** If there's a policy in effect that we can quote,
11 then yes. If we were denying for excluded driver or
12 something like that, we would quote the policy provision.
13 If we're denying for coverage, there wouldn't be a policy
14 provision to quote.

15 **Q** Would you agree with me an insurance company must
16 not misrepresent facts or policy provisions?

17 **A** Sure, yes.

18 **Q** Do you agree with me an insurance company must
19 inform its insureds of all settlement offers?

20 **A** Generally, yes, if we're able to reach them.

21 **Q** No exceptions, other than if they are, assuming
22 you're able to reach them and tell them about it?

23 **A** No. You can send letters and everything else,
24 but, you know, sometimes they get returned.

25 **Q** Okay. Do you agree that in determining the

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1 meaning of an insurance policy, the policy language should
2 be examined from the viewpoint of one who is not trained in
3 the law or in business?

4 MR. DOUGLAS: I'll just object. That may call
5 for a legal conclusion.

6 And you can answer, if you know.

7 THE WITNESS: I'm not sure I understand what
8 you're asking.

9 Q (By Mr. Sampson) In reviewing an insurance
10 policy --

11 A Uh-huh.

12 Q -- and deciding whether it applies, whether
13 there's coverage, in looking at the policy as it is, do you
14 agree that the language of the policy should be viewed from
15 the viewpoint of someone who doesn't have any specialized
16 training in law or insurance?

17 MR. DOUGLAS: Object; same conclusion.

18 THE WITNESS: Are you talking about an adjuster,
19 are you talking about a policyholder or --

20 Q (By Mr. Sampson) Actually, I'm talking about both,
21 that anyone in assessing a policy, in determining what it
22 means, the language should be looked at as the customer
23 would look at it, someone who's not trained in business or
24 insurance law or anything like that?

25 MR. DOUGLAS: Let me object. May call for a

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1 legal conclusion. I think it's also irrelevant to the case
2 here.

3 But you can answer if you know.

4 THE WITNESS: I mean, I don't write the policy,
5 you know, so... It's generally quoted for people like us to
6 read, to understand. But, you know, what I read doesn't
7 mean my understanding is the same understanding as somebody
8 else.

9 Q (By Mr. Sampson) Exactly. That's what I'm saying.
10 If you, who have training, education, and experience in
11 insurance law --

12 A Well --

13 Q -- in the way insurance policies are supposed to
14 work --

15 A Well, I have my own insurance policy, so it's,
16 you know, everybody has one. It's generally readable for
17 any common person.

18 Q Exactly. And the terms are supposed to be given
19 their plain, ordinary definition.

20 Fair statement?

21 A Fair statement.

22 Q All right. I want to look at some information I
23 got off of UAIC's website. Do you know what the mission of,
24 what the mission statement of UAIC says?

25 A No, I don't right offhand.

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1 Q I won't tell your supervisor.

2 A I can read it off the paper you have.

3 Q I just want to know, the one I'm looking at, you
4 can look at it with me, if you think you need to --

5 A Okay.

6 Q -- says the mission of UAIC --
7 You understand I'm abbreviating that?

8 A Yes.

9 Q -- is to provide a quality, affordable, insurance
10 product to a diverse segment of the American population.

11 Did I read that much correctly?

12 A That's what it says.

13 MR. DOUGLAS: Counsel, if we are going to use
14 this, I'm not sure what year that is. Danice we designated,
15 I think, in regard to this issue. But can we just make that
16 a part of the record? I see there's a 2006 copyright, so
17 I'm not even sure if that's the current one.

18 If we're going to use that as you're proposing to
19 be the mission statement, can we make that part of the
20 record?

21 MR. SAMPSON: You can mark it, sure.

22 MR. DOUGLAS: Okay. Great.

23 MR. SAMPSON: Let's go -- Can you make a copy of
24 this?

25 MR. DOUGLAS: Sure.

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1 MR. SAMPSON: What I'd like to do is I'll give it
2 to the court reporter --

3 MR. DOUGLAS: Yeah, when we are done using it, if
4 you want.

5 MR. SAMPSON: -- she can make a copy of it.

6 MR. DOUGLAS: Sure. That's fine.

7 MR. SAMPSON: We can handle it that way.

8 MR. DOUGLAS: Sure.

9 Q (By Mr. Sampson) Does that -- let me go through it
10 again. The mission of UAIC is to provide quality,
11 affordable insurance product to a diverse segment of the
12 American population.

13 Does that sound consistent with your
14 understanding of what is it UAIC does?

15 A **Sounds fair.**

16 Q There's a phrase used here, nonstandard
17 automobile insurance industry.

18 A **Uh-huh.**

19 Q Do you know what that means?

20 A **Well, we're not -- State Farm is not nonstandard.**
21 **We are nonstandard. Sometimes we get more high risk of**
22 **drivers.**

23 Q Okay. I'm non-familiar with the phrase so...

24 MR. DOUGLAS: We designated Danice in this area.

25 MR. SAMPSON: Okay. That's fine. We may just

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1 skip through a lot of this, then.

2 Thank you for clarifying, counsel.

3 MR. DOUGLAS: That's fine.

4 MR. SAMPSON: And the next area I'm going to go
5 into is the obligations under the Nevada statutes related to
6 providing renewals and cancellation. Would that be Danice,
7 then, instead?

8 THE WITNESS: Yes.

9 MR. DOUGLAS: Yes. Jan is the claims manager, as
10 she stated. Danice is the underwriting manager so...

11 MR. SAMPSON: All right. That's kind of why we
12 did it that way. Let me skip through so...

13 Q (By Mr. Sampson) Questions related to what UAIC
14 has to do to cancel someone or renew a policy, you are not
15 the person most knowledgeable as to any of those areas?

16 A No.

17 Q I am correct?

18 A You are correct.

19 Q All right, then.

20 And about the process of writing a policy and
21 sending out the insurance card to the policyholder, all that
22 kind of stuff, you are not the person most knowledgeable in
23 that area?

24 A No, sir.

25 Q Am I correct?

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1 **A** **You are correct.**

2 **Q** When you say no, sometimes the record reads funny
3 so...

4 MR. DOUGLAS: All of those are Danice Davis, as
5 we mentioned.

6 MR. SAMPSON: All right. Yeah.

7 **Q** (By Mr. Sampson) And whether or not UAIC provided
8 any particular policies to Gary Lewis, you're not the person
9 most knowledgeable?

10 **A** **No, sir.**

11 **Q** Okay. Am I correct?

12 **A** **You are correct.**

13 **Q** Maybe I'll figure out a way to ask that better.

14 (An off-the-record discussion ensued.)

15 **Q** (By Mr. Sampson) I'm going to show you -- maybe --
16 some documents specifically. This is a -- yeah, these are
17 requests for admissions my office sent out, and attached to
18 them are various exhibits that lay out, go way back.
19 There's a receipt of payment and insurance card, a revised
20 renewal statement. You're not the person most knowledgeable
21 with regards to UAIC's dealings with Gary Lewis per these
22 documents, correct?

23 **A** **No.**

24 **Q** I am correct?

25 **A** **Correct.**

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1 Q All right, then.

2 MR. DOUGLAS: Again, that's all Danice Davis.

3 MR. SAMPSON: Wonderful.

4 Q (By Mr. Sampson) All right. Next question I have
5 on here is what investigation was done to determine whether
6 there was coverage for Gary Lewis on this claim?

7 Before you answer, first of all, would you be the
8 person most knowledgeable at UAIC about that?

9 A Yes.

10 Q All right, then. Would you go ahead.

11 Do you need the question restated?

12 A Please.

13 Q What investigation was done to determine whether
14 there was coverage for -- Let me back up. Withdraw all
15 that.

16 You know we are here to talk about an accident
17 that occurred sometime in early July where Gary Lewis --

18 MR. DOUGLAS: What year?

19 MR. SAMPSON: Oh, was it 2007? I don't know.
20 2007. Was that right?

21 MR. DOUGLAS: That's right.

22 Q (By Mr. Sampson) Early July of 2007 -- back up
23 even before that.

24 This lawsuit involves a claim that was made to
25 UAIC by James Nalder, the father of Cheyanne Nalder, against

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1 Gary Lewis, whom UAIC claims didn't have a policy with UAIC
2 at the time, correct?

3 A There was a claim presented to us from an
4 attorney's office, yes.

5 Q Okay. And so if I talk about that as "the
6 claim," you'll know what I'm talking about?

7 A Yes.

8 Q Okay. What investigation was done to determine
9 whether there was coverage for Gary Lewis for that claim?

10 A First step of the investigation was, obviously,
11 to make sure there was coverage. And the systems that we
12 used, we pulled the dec page, showing that there, what the
13 policy period was, we confirm with underwriting, and then we
14 make a decision. This claim had no coverage.

15 Q Anything else that was done?

16 A A letter was sent answering the -- I don't have
17 the claim file in front of me, so I'm not sure which letter
18 we received first. So we answered the first letter that we
19 received.

20 Q When you say you answered the first letter you
21 received, you're talking about letters you received from an
22 attorney making the claim --

23 A Yes.

24 Q -- on behalf of the injured girl?

25 A Yes.

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1 Q Anything else that was done that you're aware
2 of -- and let me repeat the question again so we're clear.

3 What investigation was done to determine whether
4 there was coverage for Gary Lewis on the claim that was
5 presented?

6 MR. DOUGLAS: At what time, counsel?

7 Q (By Mr. Sampson) At any point in time that you're
8 aware of, other than what you've talked about already?

9 A Well, we verified coverage. We also went to
10 underwriting. We received copies of the actual cashier's
11 check. And there was no coverage, so we issued a denial
12 letter to, I believe, two different firms, copy of the dec
13 page, fax confirmations, and we sent them a copy of the
14 cashier's check showing there was no policy in effect for
15 this file. Therefore, there was no additional investigation
16 done, since there was no coverage for the file. We hit our
17 first step of the claims investigation of making sure there
18 was coverage or no coverage.

19 Q All right. So anything else that was done to
20 determine whether there was coverage for the claim, other
21 than what you've talked about today?

22 A No. We verified if there was coverage --

23 Q All right.

24 A -- with underwriting.

25 Q Now, in answering this particular question,

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1 you've done something that we do in average parlance all the
2 time, but in a courtroom deposition, it can be extremely
3 important.

4 **A Okay.**

5 **Q** You say: We did this, we did that.
6 I need to know who.

7 **A Okay. Okay.**

8 **Q** Let's start there.

9 **A Okay. So Giselle was the person that sent the**
10 **letters in checking for coverage with underwriting. Then we**
11 **received another letter of rep. I don't know the exact**
12 **dates.**

13 **MR. DOUGLAS:** Yeah. It came --

14 **THE WITNESS:** I don't have the file.

15 **MR. DOUGLAS:** Do you want her to speculate from
16 memory, you're asking her?

17 **THE WITNESS:** Yeah.

18 **MR. SAMPSON:** PMK for UAIC. I'm asking the
19 person most knowledgeable what was done. So that's all I
20 want to find out.

21 **MR. DOUGLAS:** If she needs to review something to
22 find out, are you going to allow her?

23 **MR. SAMPSON:** Absolutely. We can take a break.
24 At any point in time in this deposition, as the person most
25 knowledgeable, if you want to tell me, you know something, I

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1 would have to look at anything. I don't care if it's a
2 painting on your wall, documents, whatever --

3 THE WITNESS: Yeah. I would like the letters in
4 hand so that I could give you the dates and tell you exactly
5 what was going on because I don't remember.

6 MR. DOUGLAS: Can I show her our initial
7 disclosure that has the claim files attached? Can she
8 review that?

9 MR. SAMPSON: Yes, absolutely.

10 Q (By Mr. Sampson) Do you want to take a break and
11 review it? Do you want to review it on the fly? You tell
12 me. This is not a memory trick.

13 A Yeah. I don't want to give, you know, a variety
14 of -- I want to know the exact dates so that I can give it
15 to you.

16 Q Actually, before you review the materials, let me
17 tell you something.

18 A Okay.

19 Q That's fine. I appreciate that. You're
20 certainly able to do that. What I'm looking for, more
21 important, is whether there was anything that was done at
22 UAIC beyond what's reflected in the documents. And so
23 obviously go through it so you'll see what was done.

24 A Yeah.

25 Q But I have no problem with, you know, these

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1 documents are correct, and when they say we did this, that,
2 or the other thing, we actually did it. That's all fine and
3 dandy. What I want to know is one of two things: Number
4 one, find out if anything else beyond that was done; or,
5 number two, confirm there was nothing, other than what the
6 documents represent.

7 So go ahead and take whatever time you need.

8 MR. DOUGLAS: Just for the record, counsel, she's
9 looking at our initial production and our responses to
10 production requests.

11 MR. SAMPSON: Can we go off the record for a
12 second?

13 MR. DOUGLAS: Sure.

14 (An off-the-record discussion ensued.)

15 (Deposition Exhibit A was marked for
16 identification.)

17 Q (By Mr. Sampson) All right. And, again, for the
18 record, and also for your understanding, you've had a moment
19 to review. What did you have a moment to review? Tell me.

20 A I'm just reviewing the dates and the letters that
21 went out. That's all I was reviewing.

22 Q I think your counsel stated that's the documents
23 that have been produced by UAIC in the case, is what she's
24 been looking at?

25 MR. DOUGLAS: Correct. It's actually our initial

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1 production and the response to your production request.

2 Q (By Mr. Sampson) Is it the claims file? Would it
3 have a title, the collection of documents?

4 A Yeah. I guess we can call it the claims file,
5 the claims letters to the offices.

6 Q All right. I don't want to mark the whole thing.

7 A Okay.

8 Q But if we can agree that the documents that were
9 produced in the initial production and in the response to
10 request for production?

11 MR. DOUGLAS: That's correct.

12 Q (By Mr. Sampson) All right. Those are the
13 documents you just took a moment to review?

14 A Yes.

15 Q First of all, are you aware of any other
16 documents related to this case and related to your work on
17 this particular claim, other than what's in what you just
18 reviewed?

19 A No.

20 Q Okay. Are you aware of anything that was done by
21 UAIC to determine whether or not there was coverage, other
22 than what is reflected in the documents you just reviewed?

23 MR. DOUGLAS: I'll just object. That may call
24 for speculation.

25 You can answer.

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1 THE WITNESS: Not anything additional that was in
2 the file. We verified the coverage, sent out the letters,
3 and that was in the file.

4 Q (By Mr. Sampson) Okay. And I need to ask two
5 questions, then, to deal with the objection your counsel
6 just raised.

7 First of all, I don't want you to speculate, and
8 so my question is going to be are you aware of anything else
9 that was done, which, actually, you're the only person that
10 can answer that question without speculating because you
11 either know or you don't.

12 So the first question is: Are you aware of
13 anything that was done to investigate whether there was
14 coverage for this claim, other than what's reflected in
15 those documents?

16 A **Not that I'm aware of, no.**

17 Q Okay. And you do understand, when it comes to
18 the investigation of whether there was coverage, you are the
19 PMK for UAIC?

20 A **Yes.**

21 Q All right. I want to back up to the first
22 question that sparked all this which was you were talking
23 about "we" and "they."

24 A **Okay.**

25 Q I said who is "we," when you say "we" did this,

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1 "we" did that. The individuals you're identifying, are they
2 identified in the materials that you've just reviewed?

3 A Yes.

4 Q And is there anyone else at UAIC that did
5 anything else in investigating whether there was coverage
6 that you're aware of, other than what's reflected in those
7 documents?

8 A No.

9 MR. DOUGLAS: You're talking as to the claims.

10 THE WITNESS: Just this claim, though.

11 Q (By Mr. Sampson) As to investigation and
12 determining whether there was coverage for this claim?

13 A For this claim.

14 MR. DOUGLAS: I'm just saying, she's the PMK for
15 claims --

16 THE WITNESS: Not underwriting.

17 MR. DOUGLAS: -- so just to be clear.

18 Q (By Mr. Sampson) I'm not clear now, all of a
19 sudden. I thought I was. I apologize.

20 When it comes to the -- Okay. The claim is made.
21 You know what we're talking about?

22 A Yes.

23 Q And then you said the investigation was done to
24 determine whether there was coverage, and you identified the
25 things that you said were done and you said also the

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1 documents reflect what was done. You're the person most
2 knowledgeable as to all of that, correct?

3 **A Yes. For the claims side, yes.**

4 **Q** All right. So, again, when you say "we" did
5 this, "we" did that, in terms of investigating coverage,
6 whether there was coverage for the claim, the people you're
7 talking about when you say "we," they're identified in the
8 documents that have been produced?

9 **A Yes, the adjuster and the customer service**
10 **person.**

11 **Q** All right. And when it comes --
12 Is that Giselle? Who is who?

13 **A Manny is the adjuster, and then Giselle was the**
14 **CSR.**

15 **Q** What's Manny's last name?

16 **A Cordova.**

17 **Q** What's Giselle's last name?

18 **A Molina.**

19 **Q** What's CSR?

20 **A Customer service rep.**

21 **Sorry.**

22 **Q** Sorry. That's why we ask.

23 Just adjuster, you said Manny Cordova was the
24 adjuster?

25 **A Yes.**

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1 Q All right. So, again, in terms of determining --
2 well, in terms of investigating this particular claim, did
3 anyone do anything else that you're aware of to investigate
4 the claim, other than what you've told us today and what's
5 in the documents you reviewed?

6 A No.

7 Q All right. Then you also talked about "they," it
8 sounded like you were talking about the people who were
9 making the claim?

10 A I'm not sure what part you're referencing,
11 actually.

12 Q I don't want to have to -- would have been better
13 to do this before the break, actually.

14 Did UAIC, in investigating the claim, receive any
15 documents that you're aware of, other than what's
16 represented in the documents that are in front of you?

17 A No.

18 Q Let's go through a couple of documents. You can
19 scootch those over a bit; although, by all means, if you
20 need to access them, we can give them to you.

21 You know what? Can I use your stickers? Is that
22 okay?

23 (An off-the-record discussion ensued.)

24 Q (By Mr. Sampson) I'm going to show you what's
25 going to be marked as 1 to this deposition.

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1 (Deposition Exhibit No. 1 was marked for
2 identification.)

3 Q (By Mr. Sampson) My only question initially is
4 have you seen that before today?

5 A Yes.

6 Q When did you see that document before today?

7 A I believe this is the letter attached to the
8 denial letter.

9 MR. DOUGLAS: Look quickly.

10 Once again, counsel, this is --

11 THE WITNESS: This is an underwriting dec page.

12 MR. DOUGLAS: -- an underwriting dec page, so she
13 is, again, the claims person, so I'm not sure --

14 MR. SAMPSON: Sure. I understand.

15 MR. DOUGLAS: As long as we're clear.

16 Q (By Mr. Sampson) I'm asking, have you seen that
17 before today?

18 A Yeah. I've got to see what the date is here.

19 MR. SAMPSON: Can we go off the record for a
20 second.

21 (An off-the-record discussion ensued.)

22 THE WITNESS: You want to ask me the question?

23 Q (By Mr. Sampson) Sure. I believe my question was
24 have you seen that document before today, Exhibit 1; you
25 said yes, you have.

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1 **A** **I thought this was the dec page that was sent**
2 **with the denial letter so, no.**

3 Q And it's not?

4 MR. DOUGLAS: Okay. So why don't you --

5 Q (By Mr. Sampson) Let me ask the question again.
6 Have you seen that document before today?

7 **A** **No.**

8 Q Did anyone review that document in Exhibit 1 in
9 assessing the claim that was brought against Gary Lewis?

10 **A** **Not that I'm aware. This is --**

11 MR. DOUGLAS: Are you asking claims or
12 underwriting?

13 Q (By Mr. Sampson) Again, I think the question was
14 did anyone review that document in assessing the claim that
15 was brought against Gary Lewis?

16 MR. DOUGLAS: May call for speculation. She's
17 only here for claims.

18 THE WITNESS: Yeah.

19 Q (By Mr. Sampson) Sure.

20 **A** **And this doesn't have anything to do with the**
21 **time frame of the accident, so I can only assume no.**

22 Q Well, as the PMK of UAIC, do you have any
23 knowledge of anyone even looking at this document,
24 Exhibit 1, as part of assessing the claim that was brought
25 against Gary Lewis?

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1 **A** I can't answer for somebody else. It may have
2 been underwriting, underwriting may have looked at this. I
3 can't answer for them.

4 MR. DOUGLAS: That's right. Counsel, just, you
5 know, can we go off the record for a second?

6 MR. SAMPSON: Sure.

7 (An off-the-record discussion ensued.)

8 **Q** (By Mr. Sampson) I think before we went off the
9 record, you testified, but I don't want to assume, that
10 you've not seen that document, Exhibit 1, before today,
11 correct?

12 **A** Correct.

13 **Q** So the question is, to your knowledge, did anyone
14 at UAIC look at that document, Exhibit 1, as part of
15 assessing the claim that was brought against Gary Lewis?

16 **A** Not that I'm aware of, but somebody in
17 underwriting might have. Danice may be able to answer that
18 better for you.

19 **Q** All right. So Danice would be PMK potentially on
20 that?

21 **A** Yes.

22 (Deposition Exhibit No. 2 was marked for
23 identification.)

24 **Q** (By Mr. Sampson) Let's go through these.
25 Number 2, same question. Have you seen that document before

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1 today?

2 **A No.**

3 **Q All right. To your knowledge, did anyone at UAIC**
4 ever look at that document in assessing the claim that was
5 brought against Gary Lewis?

6 MR. DOUGLAS: Just so we're clear, we're on to
7 Exhibit 2?

8 MR. SAMPSON: Yes, Exhibit 2.

9 THE WITNESS: Not that I'm aware of, but this may
10 be something for Danice to answer.

11 (Deposition Exhibit No. 3 was marked for
12 identification.)

13 **Q (By Mr. Sampson) All right. Here's Exhibit No. 3.**
14 Have you seen that document before today?

15 **A No.**

16 **Q All right. And to your knowledge, did anyone at**
17 UAIC ever assess this document as part of addressing the
18 claim that was brought against Gary Lewis?

19 **A Not to my knowledge. This may be something for**
20 **Danice to answer.**

21 (Deposition Exhibit No. 4 was marked for
22 identification.)

23 **Q (By Mr. Sampson) Exhibit 4, have you seen that**
24 before today?

25 **A No.**

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1 Q Again, to your knowledge, UAIC did not assess
2 this as part of the claim brought against Gary Lewis, but
3 Danice may have more information?

4 A Yes.

5 (Deposition Exhibit No. 5 was marked for
6 identification.)

7 Q (By Mr. Sampson) Have you seen Exhibit 5 before
8 today?

9 A Oh, no. Not this.

10 Q All right. And to your knowledge, did anyone at
11 UAIC ever address this document or look at this document as
12 part of handling the claims against Gary Lewis?

13 A Not to my knowledge.

14 Q But Danice may have more information on that?

15 A Yes.

16 (Deposition Exhibit No. 6 was marked for
17 identification.)

18 Q (By Mr. Sampson) Same thing with Exhibit 6. Same
19 two questions. Have you seen it before today?

20 A No.

21 Q To your knowledge, you're not aware of anything
22 anyone at UAIC did to look at this document in assessing the
23 claim against Gary Lewis, but Danice might have more
24 information, correct?

25 A Correct.

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1 **(Deposition Exhibit No. 7 was marked for**
2 **identification.)**

3 Q (By Mr. Sampson) Have you seen Exhibit 7 before
4 today?

5 A **No.**

6 Q Are you aware of anything that anyone at UAIC
7 said or did related to this document in assessing the claim
8 brought against Gary Lewis?

9 A **No.**

10 Q But Danice may have more information?

11 A **Yes.**

12 **(Deposition Exhibit No. 8 was marked for**
13 **identification.)**

14 Q (By Mr. Sampson) Same questions with Exhibit
15 No. 8. Have you seen that before today?

16 A **Yes.**

17 Q When did you see this document?

18 A **This was a document that was in our files.**

19 Q All right. Did anyone do anything related to
20 this document in assessing the claim against Gary Lewis?

21 A **This is the document from underwriting that we**
22 **went to to verify coverage, part of one of the documents.**

23 Q Who's "we"?

24 A **Manny Cordova.**

25 Q All right. Anyone else?

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1 **A** **And Lisa from underwriting.**

2 **Q** Does Lisa have a last name?

3 **A** **At the time, I believe it was Watson.**

4 **Q** Has her last named changed?

5 **A** **Yes. She got married.**

6 **Q** That happens.

7 **A** **Sorry. I don't remember her new name --**

8 **Q** Don't be sorry. You may have an apology for her
9 but not me.

10 **A** **Don't tell her.**

11 **Q** What was done in assessing this document, then?

12 **A** **We just verify receipt of payment and when the**
13 **payment was received to verify coverage for that date of**
14 **loss.**

15 **Q** Again, this would be Manny doing these things?

16 **A** **Yes. Manny went to verify with Lisa.**

17 **Q** And did Manny verify with Lisa the fact that the
18 document said the policy had been renewed?

19 **A** **Well, it was a renewal because the policy had**
20 **expired.**

21 **Q** Okay. Anything else that was done, then, related
22 to this document in investigating the claim against Gary
23 Lewis that you're aware of?

24 **A** **Not that I'm aware of.**

25 **Q** Would this be something that Danice might have

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1 more information on, or would you be the person most
2 knowledgeable?

3 **A Danice.**

4 Q Okay. If I ask you the question, "What was it
5 that was renewed on July 10th," is that something Danice
6 would have to answer?

7 **A She would be the best person, yes.**

8 Q Do you need a break?

9 **A No. My shoulder bothers me.**

10 MR. DOUGLAS: Careful.

11 Q (By Mr. Sampson) Let me show you, and this is a
12 document I did not print out. I realized when I landed
13 today, I went through these materials, that I did not
14 actually print this. I can print it, if you can provide me
15 with a printer and a place where I can get any access to my
16 email address and we can attach it --

17 MR. DOUGLAS: Okay.

18 Q (By Mr. Sampson) Otherwise, I can show you the
19 digital copy.

20 MR. DOUGLAS: Okay.

21 Q (By Mr. Sampson) I want to show you that document.

22 **A Uh-huh.**

23 Q And I want to know, have you ever seen that
24 document before today?

25 **A No.**

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1 MR. DOUGLAS: Just so we're clear, you're
2 referencing what looks like, appear to be insurance cards
3 that were sent with a renewal notice showing effective dates
4 of 6/30/07 to 7/31/07 from Mr. Lewis?

5 MR. SAMPSON: That's what it is.

6 THE WITNESS: No.

7 Q (By Mr. Sampson) Okay. I think my question was
8 have you seen that document before today?

9 A No.

10 Q All right. Do you know whether or not anyone at
11 UAIC ever assessed this document?

12 A I'm not aware, but that may be something for
13 underwriting.

14 Q Okay. And I think the close of the question was
15 as part of claims, part of investigating the claim of Gary
16 Lewis.

17 A As part of this.

18 Q All right. And in terms of how this particular
19 document was generated, you don't have any idea, correct?

20 A No.

21 Q Am I correct?

22 A Correct. I'll just say "correct," then.

23 Q Well, it's confusing.

24 Is there anyone that ever spoke with Gary Lewis
25 regarding the claim that was brought against him?

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1 A Somebody did speak to Gary Lewis when he called
2 in to verify coverage.

3 Q Do you know who that was?

4 A Eric Cook.

5 Q Eric Cook?

6 A Yes.

7 Q Do you know what was said?

8 A I can read --

9 Q Sure.

10 A -- what was said.

11 It says received phone call from insured. States
12 he ran over his brother's little daughter. And said, 8 of
13 '07, insured states that daughter is all right. I looked up
14 insurance policy. There's no coverage for 7/8 of '07.
15 Confirm with underwriting, Doug, and informed him that he
16 does not have coverage. He said okay.

17 Q That's the --

18 A Underwriting note.

19 Q Keep that document open, please.

20 A Oh.

21 Q Is this your understanding of what happened in
22 the conversation?

23 A This is -- yes. I mean, based off what's said
24 here, yes.

25 Q Do you know, are these confirming different

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1 conversation or one conversation --

2 **A This is just --**

3 **Q -- if you know?**

4 **A This is one conversation that we've had when he**
5 **called in to verify if he had coverage or not.**

6 **Q All right. So...**

7 **Do you know who Doug is?**

8 **A Doug was, he was in underwriting at the time.**

9 **Q Do you know if Doug has a last name?**

10 **A Hauserback (phonetic).**

11 **Q Can you spell that?**

12 **A Oh...**

13 **Q If you can't, you can't. I understand.**

14 **A No. I would probably spell it wrong.**

15 **Q Okay. So then it's your understanding this**
16 **conversation reflects one time where they spoke, where I**
17 **guess Mr. Cook, Eric Cook, spoke with Gary Lewis --**

18 **A Yes.**

19 **Q -- and in the same conversation went and spoke**
20 **with, Eric had spoken with Doug and come back to Mr. Lewis?**

21 **A He confirmed it and advised Mr. Lewis that he had**
22 **no coverage.**

23 **Q Okay.**

24 **A And he advised everything was okay and he was**
25 **aware that, he was advised then there was no coverage for**

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1 **this.**

2 Q And then the conversation would have taken place
3 on 7/13?

4 A 7/13.

5 Q All right. And this would have been after the
6 policy was renewed then, correct?

7 MR. DOUGLAS: I'll just object, may call for a
8 legal conclusion but...

9 Q (By Mr. Sampson) Take a look at Exhibit 8 again,
10 if you'd like.

11 A **Yes.**

12 Q At some point in time, did UAIC receive a copy of
13 the lawsuit that was filed against Gary Lewis?

14 MR. DOUGLAS: Can we just go back on that last
15 one. I'd also like to object to foundation on that last
16 question. Thank you.

17 Q (By Mr. Sampson) Or would you not be the person
18 most knowledgeable on it? I don't know if I'm getting --

19 A **Are you asking about something different now?**

20 Q Well, I think the question was: Did UAIC receive
21 a copy of the lawsuit that was filed against Gary Lewis?

22 A **We did. I was actually going to look for the**
23 **date that...**

24 Q Okay. All right. I'm still in the area where
25 you're the person most knowledgeable?

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1 **A Yes.**

2 **Q Okay. What, if anything, was done in response to**
3 **receiving a copy of that lawsuit?**

4 **A The letter that was received for a lawsuit, we**
5 **sent another denial letter to your, I believe it was to your**
6 **office, advising that there was no coverage and that we**
7 **would not be defending. But we never did receive any**
8 **service, proof of service for this lawsuit, either.**

9 **Q Okay. Anything else that was done by UAIC in**
10 **response to receiving a copy of the lawsuit?**

11 **A We attempted to contact Mr. Lewis, but his phone**
12 **numbers were not available. And we also included that in**
13 **the letter.**

14 **Q Who did that?**

15 **A Manny Cordova.**

16 **Q Anything else that was done by UAIC in response**
17 **to the lawsuit that was received that was filed against Gary**
18 **Lewis?**

19 **A Nothing additional.**

20 **Q Was there ever any request made that UAIC receive**
21 **proof of service?**

22 **A We sent a denial letter that there was no**
23 **coverage and that we wouldn't be defending, so there was no**
24 **additional request.**

25 **Q Okay. Was counsel ever contacted?**

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1 **A** **No, not at that time.**

2 MR. DOUGLAS: Which counsel? Sorry.

3 **Q** **(By Mr. Sampson) Any counsel.**

4 **A** **Well, you guys were advised. And so was, I**
5 **believe there was two law firms on this. But I believe your**
6 **firm was the one that we notified, since you sent us a copy,**
7 **so we sent you a letter.**

8 **Q** **Did UAIC ever address this matter with coverage**
9 **counsel in 2007?**

10 **A** **No. There was no coverage.**

11 **Q** **And did UAIC ever address the matter with**
12 **potential defense counsel for Mr. Lewis at any time in 2007?**

13 **A** **No. There was no coverage for it.**

14 **Q** **Would you be the person most knowledgeable in**
15 **term -- Well, let's back up a second.**

16 If a policy with UAIC lapses, what, if any, steps
17 are taken by UAIC, or is that outside of your --

18 **A** **That's outside of...**

19 **Q** **That would be something Danice would be most**
20 **knowledgeable on?**

21 **A** **Correct.**

22 **Q** **Did UAIC ever receive a copy of the notice of**
23 **entry of judgment that was entered against Mr. Lewis?**

24 MR. DOUGLAS: You're talking about at any time?

25 MR. SAMPSON: Sure. Absolutely.

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1 THE WITNESS: We were notified of the judgment
2 from your office in July of 2009.

3 Q (By Mr. Sampson) What, if any, steps were taken by
4 UAIC in response to that communication?

5 A At this time, we sent this over to your counsel.

6 Q Would that be -- well, who was the counsel?
7 Don't answer anything beyond that. Who was the counsel it
8 was sent?

9 A Atkin Winner & Sherrod.

10 Q Anything else that was done by UAIC in response
11 to receiving that judgment?

12 A After it goes to them, they handle it from that
13 point.

14 Q Then "they" is Atkin Winner?

15 A Yes.

16 Q Was defense counsel ever retained for Mr. Lewis
17 in response to the notice of entry of judgment?

18 A No. He had no coverage.

19 Q Who was ultimately responsible for decision that
20 Mr. Lewis had no coverage? Who was ultimately responsible
21 for making that decision --

22 A Well --

23 Q -- coming to that conclusion?

24 A Manny came to that conclusion after confirming
25 with underwriting that no payment had been received and the

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1 **policy expired and it was renewed after the loss.**

2 Q Anyone, then, beside Mr. Cordova?

3 A Huh-uh.

4 Q Anyone besides him?

5 A I was aware of this one. I recall this file,
6 **them both coming into my office to let me know about it and**
7 **that we would be issuing a denial.**

8 Q Anyone else involved in the decision to -- well,
9 in reaching the conclusion that Mr. Lewis didn't have any
10 coverage for the loss?

11 A No.

12 Q Do you have any information, do you have any
13 knowledge related to the number of injury claims UAIC
14 processed from 2004 to 2008?

15 A No. I would not have that knowledge.

16 Q Would you have any knowledge, with regard to
17 those claims, how many of them were resolved, how many of
18 them had their investigations completed within 30 days of
19 receiving Notice of Claim?

20 A I would have no idea.

21 Q You would not be the person most knowledgeable as
22 to either of those areas?

23 A No.

24 Q I'm correct?

25 A You're correct. Very broad. It's a lot of work.

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1 MR. DOUGLAS: Again, I'll rely on our objections
2 previously submitted that the company does not keep those
3 records, so there may not be a person most knowledgeable.

4 Q (By Mr. Sampson) Area of inquiry number four was
5 essentially the steps taken by UAIC as a result of the claim
6 that was brought against Gary Lewis. I believe we've
7 covered all that. Is there anything else you're aware of
8 that went on, other than what we've talked about today?

9 A **No. My answer would be the same.**

10 Q Number five is the process by which claims are
11 assessed and adjusted and handled. Is there anything, other
12 than what we've talked about today?

13 A **Not for this particular claim, no.**

14 Q In general, would there be anything that's
15 ordinarily done? The question is, the area of inquiry is
16 the process by which claims, such as the Nalder claim, are
17 assessed, adjusted, investigated, otherwise handled, and/or
18 concluded by UAIC.

19 A **Nothing additional. We would check the coverage.**
20 **At that point, that would be the, if there was no coverage,**
21 **then that would be the end of the claim.**

22 Q All right. Number six, the dates of substance of
23 any communications that were sent to Mr. Lewis regarding his
24 policy. Again, you're not aware of anything, other than
25 what's in the materials in front of you, correct?

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1 **A Correct.**

2 Q And by the way, was there ever a letter sent to
3 Mr. Lewis following the conversation with Eric Cook?

4 **A No. He was just inquiring about coverage.**

5 Q Number seven is all procedures, protocols,
6 guidelines that UAIC implements to make sure claims, such as
7 the Nalder claim, are properly adjusted and processed.
8 Anything you're aware of, other than what we've talked about
9 today?

10 **A Nothing additional. We have our systems and**
11 **everything else like that, but nothing additional for this.**

12 Q What's the systems and everything like that?
13 What are you referring to?

14 **A We have our Guidewire, where we put our notes and**
15 **our diary system.**

16 Q What's a Guidewire?

17 **A Guidewire is what we use now. It's the name of a**
18 **program. It's a web-based program.**

19 Q All right. And besides Guidewire, what else did
20 you say is used?

21 **A Back then we used Staffware. It's another**
22 **program.**

23 Q Different program, do the same job?

24 **A Basically, yes. It's how we issue our payments**
25 **and do our diaries and activities.**

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1 Q Any other procedures or guidelines or policies,
2 related to determining whether there's coverage, other than
3 what we've talked about today?

4 A Nothing additional. First thing is to check
5 coverage, and then we move on from that point.

6 Q All right. The training that's given -- number
7 eight, the training that's given to defendant's employee
8 regarding handling claims, such as the Nalder claim.
9 Anything, other than what we've talked about already?

10 A Anything additional. I mean, we train, and we
11 sit one on one with them.

12 Q When you say "we train them," what happens?

13 A We sit. We show them how to do our system and
14 how to, you know, manage it and set their diaries and enter
15 notes and make sure they are doing that. And one on one to
16 make sure that they know the system until they know the
17 system.

18 Q Anything else?

19 A Nothing additional.

20 Q All right. Protocols, guidelines, procedures
21 taken by UAIC to make sure Nevada and federal statutes are
22 followed when it handles claims. Anything other than the
23 one on one you talked about a moment ago that's done?

24 A Yeah, not additionally. Most of the adjusters we
25 hire are very experienced, so they are very much aware of

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1 the statutes and everything. Plus they can get them online.
2 And I have them printed in my office also. And I have an
3 open-door policy, so they can come and get them anytime they
4 need them.

5 Q Number ten is the criteria used by defendants in
6 determining whether to pay or deny claims, such as the
7 Nalder claim. Anything other than what we talked about
8 already today?

9 A Nothing additional, besides doing the
10 investigation. We do everything the same for every claim.
11 Check coverage first. Then we move from that point on.

12 Q Number 13, the policies or methods which UAIC
13 implements in the investigation of claims under auto
14 insurance policy. I think you already told me. We covered
15 it all?

16 A I believe so, yes.

17 Q Nothing you can think of, correct?

18 A Correct.

19 Q Number 16 is the policies, consideration, or
20 factors that defendant uses in evaluating claims brought
21 under insurance policies. Anything additional, other than
22 what we've already talked about?

23 A No.

24 Q Number 17, policies, protocols, whatnot used by
25 UAIC to make sure that UAIC affirms or denies coverage

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1 within a reasonable time?

2 **A It's the same, Staffware, our note system.**

3 **Q All right. In terms of making sure that UAIC**
4 **acts reasonably promptly upon communication with respect to**
5 **insurance claims, anything other than what we've talked**
6 **about?**

7 **A Just our systems.**

8 **Q In terms of making sure UAIC provides an insured**
9 **an explanation of the basis of its policy and advising**
10 **insureds about applicable law or why denial is made,**
11 **anything other than what we've already talked about?**

12 **A No.**

13 **Q Number 22, the investigation of the Nalder claim.**
14 **This has been, I think, beat to death, but since it's here**
15 **listed, there's nothing else that went on that you're aware**
16 **of, other than what we talked about today, and what's in the**
17 **documents in front of you, correct?**

18 **A Correct.**

19 **Q Defendant's failure to -- well, UAIC did not**
20 **offer any policy limits to resolve the Nalder claim,**
21 **correct?**

22 **A No, because there was no coverage.**

23 **Q UAIC's position was there was no coverage?**

24 **A Yeah. There was no policy in effect to pay**
25 **anything else.**

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1 Q And I actually skipped it. There's no documents
2 indicating an offer of policy limits, an offer of any money
3 at all on the Nalder claim, correct?

4 A Correct.

5 Q Number 23 is the average time it takes UAIC to
6 settle auto insurance claims, such as the Nalder claim. Do
7 you have any knowledge on that?

8 A Maybe you want to elaborate a little bit more on
9 that. Every claim is different so, you know, we can't make
10 it exactly the same time.

11 Q Right. That's why I say, is there an average
12 amount of time it generally takes?

13 A Not an average time, no. I mean, we would like
14 to do it as quickly as possible. We want to make sure that
15 we, you know, address it and do it in a reasonable time
16 so... And we did in this case. I believe we did it in four
17 days.

18 Q There's a statute in Nevada that talks about an
19 insurance company's obligation to act reasonably promptly.
20 What is UAIC's understanding of that term?

21 A Well --

22 MR. DOUGLAS: Again, I'll restate our objections
23 I put in my letter as to any of the questions involving
24 statutes or administrative code, they may call for a legal
25 conclusion.

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1 And then you can answer.

2 THE WITNESS: I can give what I interpret that
3 as.

4 Q (By Mr. Sampson) Sure.

5 A I mean, I would like for things to be done within
6 ten days. I mean, we have 30 days to do the investigation
7 and try to make a decision on that, so we try to go by that.

8 Q Okay. And I want to make sure, your counsel
9 raises an interesting point. You do understand we've
10 already established the fact that UAIC is an insurance
11 company, they conduct business in issuing policies and
12 resolving claims. And you do understand or UAIC
13 understands, correct, that it is governed by various
14 statutes from all kinds of different states but in the
15 Nevada, the Nevada statutes about how they are supposed to
16 do things?

17 A Correct.

18 Q And does UAIC have some understanding as to what
19 the words in those statutes mean?

20 A Yes.

21 Q Anything other than what you've already told me
22 in terms of UAIC's understanding of the phrase "reasonably
23 promptly"?

24 A I'm not sure I understand what you're getting at.

25 Q All I'm getting at is there are these statutes

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1 that govern how any insurance company in Nevada --

2 **A Yes.**

3 Q -- is supposed to conduct business?

4 **A Uh-huh.**

5 Q And I would assume, but I could be wrong, that an
6 insurance company conducting business in Nevada would, first
7 of all, be aware of those statutes and have some kind of
8 understanding as to what the words mean?

9 **A Yes.**

10 Q I can't imagine that an insurance company would
11 read a statute and go, "I have no idea what that phrase
12 means, but here we go. Let's go and do business, and we're
13 subject to this law that we don't understand. We don't know
14 what this word means." So I would assume an insurance
15 company conducting business in Nevada would understand what
16 the words in the Nevada statutes governing insurance
17 companies mean. Are you with me so far?

18 **A I'm with you.**

19 Q All right. And one of those phrases, again, is
20 that an insurance company has to act reasonably promptly.
21 And my assumption, that UAIC's got some understanding of
22 what those words mean, acting on that assumption, my
23 question is what is UAIC's understanding of what those words
24 mean?

25 MR. DOUGLAS: I'll just object, may call for a

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1 legal conclusion. I think it's been asked and answered.

2 THE WITNESS: I believe I just, I did answer it.

3 It would be the same answer.

4 Q (By Mr. Sampson) Anything beyond what you already
5 said?

6 A No.

7 Q All right. Now, next under the Nevada revised
8 statutes, it says that an insurance company has an
9 obligation to ensure the prompt investigation and processing
10 of claims.

11 What is UAIC's understanding of those words,
12 anything beyond what you've already told us?

13 A It would be the same, prompt, you know, means as
14 quickly as possible. That's what we did. We got the notice
15 to underwriting and made sure if there was coverage or not.
16 We confirmed there was no coverage and got a letter out.

17 Q There's also a phrase in the Nevada statutes that
18 an insurance company has an obligation to effectuate prompt,
19 fair, and equitable settlements of claims.

20 What is UAIC's understanding of those words,
21 anything beyond what you've already discussed with us?

22 A It would be basically the same thing. Prompt
23 would be the same basic answer.

24 Q All right. Number 28 is UAIC's understanding of
25 a claimant's obligations or responsibilities under Nevada

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1 law.

2 Anything you're aware of, other than what we've
3 talked about today?

4 **A No.**

5 MR. DOUGLAS: Again, that may call for a legal
6 conclusion because I notice 28 cites a statute, so just for
7 the record.

8 MR. SAMPSON: Sure.

9 THE WITNESS: Oh.

10 Q (By Mr. Sampson) And again, if, as the PMK at
11 UAIC, if you want to go on the record and say, "I don't know
12 what that word means," that's certainly your right.

13 **A Okay.**

14 Q I'm not going to begrudge you that, but if you
15 have an understanding, I want to know what it is.

16 **A Okay.**

17 MR. DOUGLAS: Well, it says claimant's
18 obligations as defined in 690B.042, but you don't provide
19 her the statute. So it's a little unfair to make her, from
20 memory. You know, you can ask her if she knows the statute
21 by heart, I guess.

22 MR. SAMPSON: Your objection, if there is an
23 objection, is noted for the record.

24 MR. DOUGLAS: Okay.

25 MR. SAMPSON: This was sent out. This wasn't

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1 sent out last week.

2 Q (By Mr. Sampson) In terms of what, if anything,
3 UAIC does to make sure its employees understand their
4 obligations under the statutes, anything other than what you
5 already shared with us?

6 A No, just the training and being able to come and
7 speak to me.

8 Q Number 34, is there any claim that Mr. Lewis
9 failed to cooperate, once the claim was brought against him?

10 A Well, we -- can you... Well, let me see. We
11 weren't able to even get in touch with Mr. Lewis, but there
12 was no coverage, so there was no cooperation.

13 Q You said you weren't able to get in touch with
14 him. There was a phone call with him at one point, we read
15 the record on that, correct?

16 A Yeah, where he tried to verify coverage and
17 advised that this young girl was fine.

18 Q He advised the girl was fine?

19 A Yeah. It says he says that she was all right.

20 Q Okay.

21 A Says it right there.

22 Q Have you investigated the damages that Cheyanne
23 Nalder suffered?

24 A We know them now.

25 Q Does that give you any cause to wonder whether

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1 Mr. Cook wrote down what he actually heard, when he made his
2 note?

3 A Well, when he asked him, he told him what
4 happened and he told him that she was all right. And
5 apparently he didn't, you know, I mean, I can't answer for
6 that, but I don't know why he would say she was all right if
7 she wasn't.

8 Q Right. My question is knowing what you now know,
9 that Cheyanne Nalder was run over, her head was run over by
10 a truck and she was life-flighted and almost died, does it
11 give you any concern about Mr. Cook's recollection when he
12 wrote the note --

13 A No. My concern would be --

14 Q -- when he said she was fine?

15 A My concern would be with Mr. Lewis telling us
16 that she was fine and not giving us a more, in detail saying
17 this young lady was hurt.

18 Q Okay.

19 A He would have no reason to put that in there
20 unless it was verbally told to him over the phone. What
21 point would it be to benefit him?

22 Q That's what I'm trying to find out. What point
23 would it benefit Gary to say someone was fine when the whole
24 reason he's calling was to open a claim?

25 A No. The whole reason he was calling was to --

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1 MR. DOUGLAS: Objection, foundation and
2 speculation.

3 THE WITNESS: Yeah. He was calling to get, to
4 know if he had coverage or not. If he wanted to make a
5 claim, we would have made a claim. He was calling and
6 inquired about coverage. He wasn't calling to make a claim
7 or else a claim would have been made at that point.

8 Q (By Mr. Sampson) At least that's what Mr. Cook's
9 note claims, correct?

10 A Well, that's what his notes state.

11 Q Is there any recording of that conversation?

12 A To my knowledge, I'm not aware of a recording. I
13 mean, this is from 2007.

14 Q Okay. Again, any claims that Mr. Lewis -- go
15 through with me the, you said you had trouble contacting
16 Mr. Lewis?

17 A I was mentioning the part when we tried to
18 contact him when you guys requested his information to serve
19 him. We attempted to contact him and his numbers were not
20 available, so they were disconnected.

21 Q Other than trying to get his information to relay
22 so that he could be served, any other attempt to contact
23 Mr. Lewis that he was not responsive to?

24 A No.

25 Q Any other claim of noncooperation by Mr. Lewis in

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1 the claim?

2 **A No.**

3 Q All right. When UAIC received the lawsuit, did
4 anyone read it?

5 **A I'm sure the adjuster --**

6 MR. DOUGLAS: Which lawsuit?

7 THE WITNESS: Yeah.

8 Q (By Mr. Sampson) The lawsuit that was filed
9 against Gary Lewis.

10 **A I'm sure the adjuster looked at it, but I can't**
11 **answer for him, if he read it completely or not.**

12 Q Okay. To your knowledge, anyone ever say
13 anything along the lines of hold on, our insured said this
14 girl was fine, but there's a lawsuit that claims all these
15 injuries and medical expenses and whatnot?

16 **A Well, we reviewed the file, and there was no**
17 **coverage, so our investigation was completed. And we sent**
18 **you notice advising you of the phone call and there being no**
19 **coverage and that we wouldn't owe him a defense.**

20 Q So the answer to my question is no, I guess,
21 sounds like. My question was did anyone ever, at UAIC ever
22 say well, hold on, our insured told us, at least Mr. Cook
23 says our insured told us the girl was fine, we have a
24 lawsuit that said she's got these catastrophic injuries?

25 MR. DOUGLAS: Objection; that's been asked and

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1 answered, and I think she stated her answer so...

2 MR. SAMPSON: The question wasn't answered. The
3 question was did anyone at UAIC ever say anything like that.

4 THE WITNESS: Well --

5 MR. DOUGLAS: Objection. It's asked and
6 answered. She said that there wasn't any investigation
7 because there was no -- We can read her answer back.

8 MR. SAMPSON: Sure. Let's go ahead and read the
9 question and the evasive answer. That's fine. I don't
10 think she intended to, she just didn't answer the question.

11 You can read it back.

12 MR. DOUGLAS: Sorry.

13 (The requested portion of the transcript was read
14 by the court reporter as follows:

15 "Question: Okay. To your knowledge, anyone ever
16 say anything along the lines of hold on, our insured said
17 this girl was fine, but there's a lawsuit that claims all
18 these injuries and medical expenses and whatnot?

19 "Answer: Well, we reviewed the file, and there
20 was no coverage, so our investigation was completed. And we
21 sent you notice advising you of the phone call and there
22 being no coverage and that we wouldn't owe him a defense.")

23 Q (By Mr. Sampson) All right. So did anyone ever
24 say, at UAIC, there's a concern here because Mr. Lewis said
25 the girl wasn't hurt, we've got a lawsuit alleging

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1 catastrophic injuries?

2 MR. DOUGLAS: Objection; asked and answered.

3 THE WITNESS: It's going to be the same answer.

4 Q (By Mr. Sampson) I didn't get an answer. Did
5 anyone ever say that or not?

6 A Well, I don't know what anybody says. I mean, if
7 they talk to themselves and said oh, maybe this guy wasn't
8 being truthful. I mean, that may have been the case. If he
9 wasn't being truthful when he, obviously, when he called,
10 from what we have in our notes, you know, there still wasn't
11 any coverage, so it wouldn't have changed anything.

12 Q So, then, to your knowledge, nobody ever made any
13 of those kind of statements?

14 MR. DOUGLAS: Objection; asked and answered,
15 counsel.

16 MR. SAMPSON: No, it's not.

17 MR. DOUGLAS: Asked and answered.

18 THE WITNESS: What answer are you looking for me
19 to say?

20 Q (By Mr. Sampson) I just want to know if, to your
21 knowledge, anyone ever said hold on, we've got a problem
22 because Mr. Lewis said she wasn't hurt, but there's a
23 lawsuit alleging catastrophic injuries. To your knowledge,
24 did anyone ever say that?

25 A To my knowledge, as I said, mentioned before, I

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1 don't know if anybody else said that, but it wouldn't have
2 changed anything because regardless how bad the injuries
3 were or what he called in, there still was no coverage.
4 Nothing that would have changed.

5 Q Number 40, are there any expected or accepted
6 levels of performance by UAIC's employees in handling
7 claims?

8 A Well, I would expect that they work on a high
9 level and, you know, with every claim.

10 Q What do you mean by "high level"?

11 A Well, you want them, you get experienced
12 adjusters, you want them to work the files correctly and
13 make sure to verify coverage and move along those steps,
14 which, in this case, it did happen with Manny, when he
15 reviewed the files.

16 Q So then it's UAIC's position that the level of
17 performance that was done in this case meets or exceeds
18 UAIC's accepted levels of performance?

19 A Yes.

20 Q Assuming that you're not the person most
21 knowledgeable for any of these other areas, those are all
22 the questions I have. Thanks.

23 A Okay.

24 MR. DOUGLAS: I just have one quick question for
25 you.

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1 EXAMINATION

2 BY MR. DOUGLAS:

3 Q You talked about getting notice of the judgment
4 against Lewis, Jan?

5 A Yes.

6 Q Okay. Was that when you received --

7 A The bad faith suit, yes.

8 MR. DOUGLAS: Okay. That's all I have.

9 (An off-the-record discussion ensued.)

10 MR. DOUGLAS: You can either choose to waive your
11 signature and trust that this lovely lady took down
12 everything you said correctly, or you can agree to look at
13 it. You may have to go to her office. I don't know how she
14 does it, everybody does it differently, and you can review
15 it. You can't change substantive testimony, but, let's say,
16 you know, you said the table was brown and it was really off
17 shade or something, spelling errors, you know, simple things
18 you can, but you can't change substantive testimony. It's
19 up to you. It's really a personal preference.

20 THE WITNESS: I guess I'll sign it.

21 MR. DOUGLAS: Okay. I guess signature is waived
22 then.

23 THE WITNESS: No, no. I said --

24 MR. DOUGLAS: I'm sorry. She's reserving
25 signature.

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1 THE WITNESS: Yeah.

2 (1:30 p.m.)

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JAN COOK

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1 STATE OF ARIZONA)

2) ss:

3 COUNTY OF MARICOPA)

4 BE IT KNOWN that the foregoing deposition was
5 taken before me, SANDRA L. MUNTER, a Certified Reporter for
6 the State of Arizona; that the witness before testifying was
7 duly sworn by me to testify to the whole truth; that the
8 questions propounded by counsel and the answers of the
9 witness thereto were taken down by me in shorthand and
10 thereafter transcribed either by me or under my direction;
11 that the foregoing pages are a true and accurate transcript
12 of all proceedings had upon the taking of said deposition,
13 all to the best of my skill and ability.

14 (X) Pursuant to request, notification was provided
15 that the deposition is available for review and signature.

16 () Review and signature was waived.

17 I FURTHER CERTIFY that I am in no way related to
18 any of the parties hereto, nor am I in any way interested in
19 the outcome hereof.

20 DATED at Phoenix, Arizona, this 10th day of
21 August, 2010.

22

23

SANDRA L. MUNTER, RPR/CSR

24

Certified Reporter

Certificate No. 50348

25

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Depo International, L.L.C.
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Jan Cook - July 28, 2010
Nalder vs. United Automobile Insurance Company

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Exhibit “H”

FILED

May 22 1 48 PM '09

E. J. Smith
CLERK OF THE COURT1 **COM**

2 THOMAS CHRISTENSEN, ESQ.

3 Nevada Bar No. 2326

4 DAVID F. SAMPSON, ESQ.

5 Nevada Bar No. 6811

6 CHRISTENSEN LAW OFFICES, LLC

7 1000 S. Valley View Blvd.

8 Las Vegas, Nevada 89107

9 Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

7 JAMES NALDER, Guardian Ad Litem for minor)

8 Cheyanne Nalder, real party in interest, and)

9 GARY LEWIS, Individually;)

10 Plaintiffs,)

11 vs.)

12 UNITED AUTOMOBILE INSURANCE CO,)

13 DOES I through V, and ROE CORPORATIONS)

14 I through V, inclusive)

15 Defendants.)

Case No.: A-09-590967-C

Dept No.: II

**COMPLAINT**

16 COME NOW the Plaintiffs, James Nalder, Guardian Ad Litem for minor, Cheyanne
 17 Nalder, real party in interest in this matter, and Gary Lewis, by and through their attorneys of
 18 record, DAVID SAMPSON, ESQ., of the law firm of CHRISTENSEN LAW OFFICES, LLC,
 19 and for Plaintiffs' Complaint against the Defendants, and each of them, allege as follows:

20 1. That Plaintiff, James Nalder, Guardian Ad Litem for minor, Cheyanne Nalder real party
 21 in interest, was at all times relevant to this action a resident of the County of Clark, State of
 22 Nevada.

1 2. That Plaintiff, Gary Lewis, was at all times relevant to this action a resident of the
2 County of Clark, State of Nevada.

3 3. That Defendant, United Automobile Insurance Co. (hereinafter "UAI"), was at all times
4 relevant to this action an automobile insurance company duly authorized to act as an insurer in
5 the State of Nevada and doing business in Clark County, Nevada.

6 4. That the true names and capacities, whether individual, corporate, partnership, associate
7 or otherwise, of Defendants, DOES I through V and ROE CORPORATIONS I through V, are
8 unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs
9 are informed and believe and thereon allege that each of the Defendants designated herein as
10 DOE or ROE CORPORATION is responsible in some manner for the events and happenings
11 referred to and caused damages proximately to Plaintiffs as herein alleged, and that Plaintiffs
12 will ask leave of this Court to amend this Complaint to insert the true names and capacities of
13 DOES I through V and ROE CORPORATIONS I through V, when the same have been
14 ascertained, and to join such Defendants in this action.

15 5. That, at all times relevant hereto, Gary Lewis was the owner of a certain 1996 Chevy
16 Silverado with vehicle identification number 1GCEC19M6TE214944 (hereinafter "Plaintiff's
17 Vehicle").

18 6. That Gary Lewis had in effect on July 8, 2007, a policy of automobile insurance on the
19 Plaintiff's Vehicle with Defendant, UAI (the "Policy"); that the Policy provides certain
20 benefits to Cheyanne Nalder as specified in the Policy; and the Policy included liability
21 coverage in the amount of \$15,000.00/\$30,000.00 per occurrence (hereinafter the "Policy
22 Limits").

23

24

1 7. That Gary Lewis paid his monthly premium to UAI for the policy period of June 30,
2 2007 through July 31, 2007.

3 8. That on July 8, 2007 on Bartolo Rd in Clark County Nevada, Cheyanne Nalder was a
4 pedestrian in a residential area, Plaintiff's vehicle being operated by Gary Lewis when Gary
5 Lewis drove over top of Cheyanne Nalder causing serious personal injuries and damages to
6 Cheyanne Nalder.

7 9. That Cheyanne Nalder made a claim to UAI for damages under the terms of the Policy
8 due to her personal injuries.

9 10. That Cheyanne Nalder offered to settle his claim for personal injuries and damages
10 against Gary Lewis within the Policy Limits, and that Defendants, and each of them, refused to
11 settle the claim of Cheyanne Nalder against Gary Lewis within the Policy Limits and in fact
12 denied the claim all together indicating Gary Lewis did not have coverage at the time of the
13 accident.

14 11. That Plaintiff, Gary Lewis has duly performed all the conditions, provisions and terms
15 of the Policy relating to the loss sustained by Plaintiff, Cheyanne Nalder, and has furnished and
16 delivered to the Defendants, and each of them, full and complete particulars of said loss and
17 have fully complied with all of the provisions of the Policy relating to the giving of notice of
18 said loss, and have duly given all other notices required to be given by the Plaintiffs under the
19 terms of the Policy, including paying the monthly premium.

20 12. That Plaintiff, Cheyanne Nalder, is a third party beneficiary under the Policy as well as a
21 Judgment Creditor of Gary Lewis and is entitled to pursue action against the Defendants directly
22 under Hall v. Enterprise Leasing Co., West, 122 Nev. 685, 137 P.3d 1104, 1109 (2006), as well as
23 Denham v. Farmers Insurance Company, 213 Cal.App.3d 1061, 262 Cal.Rptr. 146 (1989).

24

1 13. That Cheyanne Nalder conveyed to UAI her willingness to settle her claim against Gary
2 Lewis at or within the policy limits of \$15,000.00 provided they were paid in a commercially
3 reasonable manner.

4 14. That Cheyanne Nalder and Gary Lewis cooperated with UAI in its investigation
5 including but not limited to providing a medical authorization to UAI on or about August 2,
6 2007.

7 15. That on or about August 6, 2007 UAI mailed to Plaintiff, Cheyanne Nalders' attorney,
8 Christensen Law Offices, a copy of "Renewal Policy Declaration Monthly Nevada Personal
9 Auto Policy" for Gary Lewis with a note that indicated "There was a gap in coverage".

10 16. That on or about October 10, 2007 UAI mailed to Plaintiff, Cheyanne Nalders'
11 attorney, Christensen Law Offices, a letter denying coverage.

12 17. That on or about October 23, 2007, Plaintiff, Cheyanne Nalder provided a copy of the
13 complaint filed against UAI's insured Gary Lewis.

14 18. That on or about November 1, 2007, UAI mailed to Plaintiff, Cheyanne Nalders'
15 attorney, Christensen Law Offices, another letter denying coverage.

16 19. That UAI denied coverage stating Gary Lewis had a "lapse in coverage" due to non-
17 payment of premium.

18 20. That UAI denied coverage for non-renewal.

19 21. That UAI mailed Gary Lewis a "renewal statement" on or about June 11, 2007 that
20 indicated UAI's intention to renew Gary Lewis' policy.

21 22. That upon receiving the "renewal statement", which indicated UAI's intention to renew
22 Gary Lewis' policy, Gary Lewis made his premium payment and procured insurance coverage
23 with UAI.

24

1 23. That UAI was required under the law to provide insurance coverage under the policy
2 Gary Lewis had with UAI for the loss suffered by Cheyenne Nalder, and was under an
3 obligation to defend Gary Lewis and to indemnify Gary Lewis up to and including the policy
4 limit of \$15,000.00, and to settle Cheyenne's claim at or within the \$15,000.00 policy limit
5 when given an opportunity to do so.

6 24. That UAI never advised Lewis that Nalder was willing to settle Nalder's claim against
7 Lewis for the sum of \$15,000.00.

8 25. UAI did not timely evaluate the claim nor did it tender the policy limits.

9 26. Due to the dilatory tactics and failure of UAI to protect their insured by paying the
10 policy limits when given ample opportunity to do so, Plaintiff, Nalder, was forced to seek the
11 services of an attorney to pursue his rights under her claim against Lewis.

12 27. Due to the dilatory tactics and failure of UAI to protect their insured by paying the
13 policy limits when given ample opportunity to do so, Plaintiff, Cheyenne Nalder, was forced to
14 file a complaint on October 9, 2007 against Gary Lewis for her personal injuries and damages
15 suffered in the July 8, 2007 automobile accident.

16 28. The filing of the complaint caused additional expense and aggravation to both
17 Cheyenne Nalder and Gary Lewis.

18 29. Cheyenne Nalder procured a Judgment against Gary Lewis in the amount of
19 \$3,500,000.00.

20 30. UAI refused to protect Gary Lewis and provide Gary Lewis with a legal defense to the
21 lawsuit filed against Gary Lewis by Cheyenne Nalder.

22 31. That Defendants, and each of them, are in breach of contract by their actions which
23 include, but are not limited to:

24

- a. Unreasonable conduct in investigating the loss;
- b. Unreasonable failure to provide coverage for the loss;
- c. Unreasonable delay in making payment on the loss;
- d. Failure to make a prompt, fair and equitable settlement for the loss;
- e. Unreasonably compelling Plaintiffs to retain an attorney before making payment on the loss.

32. As a proximate result of the aforementioned breach of contract, Plaintiffs have suffered and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing interest.

33. As a further proximate result of the aforementioned breach of contract, Plaintiffs have suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of pocket expenses, all to their general damage in excess of \$10,000.00.

34. As a further proximate result of the breach of contract, Plaintiffs were compelled to retain legal counsel to prosecute this claim, and Defendants, and each of them, are liable for their attorney's fees reasonably and necessarily incurred in connection therewith.

35. That Defendants, and each of them, owed a duty of good faith and fair dealing implied in every contract.

36. That Defendants, and each of them, were unreasonable by refusing to cover the true value of the claim of Cheyanne Nalder, wrongfully failing to settle within the Policy Limits when they had an opportunity to do so, and wrongfully denying coverage.

37. That as a proximate result of the aforementioned breach of the implied covenant of good faith and fair dealing, Plaintiffs have suffered and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing interest.



1 38. That as a further proximate result of the aforementioned breach of the implied covenant
2 of good faith and fair dealing, Plaintiffs have suffered anxiety, worry, mental and emotional
3 distress, and other incidental damages and out of pocket expenses, all to their general damage
4 in excess of \$10,000.00.

5 39. That as a further proximate result of the aforementioned breach of the implied covenant
6 of good faith and fair dealing, Plaintiffs were compelled to retain legal counsel to prosecute this
7 claim, and Defendants, and each of them, are liable for their attorney's fees reasonably and
8 necessarily incurred in connection therewith.

9 40. That Defendants, and each of them, acted unreasonably and with knowledge that there
10 was no reasonable basis for its conduct, in its actions which include but are not limited to:
11 wrongfully refusing to cover the value of the claim of Cheyanne Nalder, wrongfully failing to
12 settle within the Policy Limits when they had an opportunity to do so and wrongfully denying
13 the coverage.

14 41. That as a proximate result of the aforementioned bad faith, Plaintiffs have suffered and
15 will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing
16 interest.

17 42. That as a further proximate result of the aforementioned bad faith, Plaintiffs have
18 suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of
19 pocket expenses, all to their general damage in excess of \$10,000.00.

20 43. That as a further proximate result of the aforementioned bad faith, Plaintiffs were
21 compelled to retain legal counsel to prosecute this claim, and Defendants, and each of them, are
22 liable for their attorney's fees reasonably and necessarily incurred in connection therewith.
23
24

1 44. That Defendants, and each of them, violated NRS 686A.310 by their actions, including
2 but not limited to: wrongfully refusing to cover the value of the claim of Cheyanne Nalder,
3 wrongfully failing to settle within the Policy Limits when they had an opportunity to do so and
4 wrongfully denying coverage.

5 45. That NRS 686A.310 requires that insurance carriers conducting business in Nevada
6 adopt and implement reasonable standards for the prompt investigation and processing of
7 claims arising under insurance policies, and requires that carriers effectuate the prompt, fair and
8 equitable settlements of claims in which liability of the insurer has become reasonably clear.

9 46. That UAI did not adopt and implement reasonable standards for the prompt
10 investigation and processing of claims arising under its insurance policies, and did not
11 effectuate the a prompt, fair and/or equitable settlement of Nalder's claim against Lewis in
12 which liability of the insurer was very clear, and which clarity was conveyed to UAI.

13 47. That NAC 686A.670 requires that an insurer complete an investigation of each claim
14 within 30 days of receiving notice of the claim, unless the investigation cannot be reasonably
15 completed within that time.

16 48. That UAI received notice of Nalder's claim against Lewis, at the very latest, on or
17 before August 6, 2007. That it was more than reasonable for UAI to complete its investigation of
18 Nalder's claim against Lewis well within 30 days of receiving notice of the claim.

19 49. That UAI did not offer the applicable policy limits.

20 50. That UAI did failed to investigate the claim at all and denied coverage.

21 51. That as a proximate result of the aforementioned violation of NRS 686A.310, Plaintiffs
22 have suffered and will continue to suffer in the future, damages in the amount of \$3,500,000.00
23 plus continuing interest.
24



1 52. That as a further proximate result of the aforementioned violation of NRS 686A.310,
2 Plaintiffs have suffered anxiety, worry, mental and emotional distress, and other incidental
3 damages and out of pocket expenses, all to their general damage in excess of \$10,000.00.

4 53. That as a further proximate result of the aforementioned violation of NRS 686A.310,
5 Plaintiffs were compelled to retain legal counsel to prosecute this claim, and Defendants, and
6 each of them, are liable for their attorney's fees reasonably and necessarily incurred in
7 connection therewith.

8 54. That the Defendants, and each of them, have been fraudulent in that they have stated
9 that they would protect Gary Lewis in the event he was found liable in a claim. All of this
10 was done in conscious disregard of Plaintiffs' rights and therefore Plaintiffs are entitled to
11 punitive damages in an amount in excess of \$10,000.00.

12 WHEREFORE, Plaintiffs, pray for judgment against Defendants, and each of them, as
13 follows:

14 1. Payment for the excess verdict rendered against Lewis which remains unpaid in
15 an amount in excess of \$3,500,000.00;

16 2. General damages for mental and emotional distress and other incidental
17 damages in an amount in excess of \$10,000.00;

18 3. Attorney's fees and costs of suit incurred herein; and

19 4. Punitive damages in an amount in excess of \$10,000.00;

20

21 ///

22 ///

23 ///

24

1 5. For such other and further relief as this Court deems just and proper.

2
3 DATED this 17 day of April, 2009.

4 CHRISTENSEN LAW OFFICES, LLC.

5 By: 

6 Thomas Christensen, Esq.
7 David F. Sampson, Esq.
8 Nevada Bar No. 6811
9 1000 South Valley View Blvd
10 Las Vegas, Nevada 89107
11 Attorneys for Plaintiffs



Exhibit “I”

1 THOMAS E. WINNER
Nevada Bar No. 5168
2 MATTHEW J. DOUGLAS
Nevada Bar No. 11371
3 ATKIN WINNER & SHERROD
1117 South Rancho Drive
4 Las Vegas, Nevada 89102
Phone (702) 243-7000
5 Facsimile (702) 243-7059
Attorneys for Defendant,
6 United Automobile Insurance Company

7 UNITED STATES DISTRICT COURT

8 DISTRICT OF NEVADA

9 JAMES NALDER, Guardian Ad Litem for
10 minor Cheyanne Nalder, real party in
interest, and GARY LEWIS, Individually;

11 Plaintiffs,

12 vs.

13 UNITED AUTOMOBILE INSURANCE
14 COMPANY, DOES I through V, and ROE
CORPORATIONS I through V, inclusive

15 Defendants.
16

CASE NO.: 2:09-cv-01348 -
DEPT. NO.: ECR - GWF

DEFENDANT UNITED AUTOMOBILE
INSURANCE COMPANY'S ANSWER
AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S COMPLAINT

(JURY DEMAND REQUESTED)

17 COMES NOW Defendant, UNITED AUTOMOBILE INSURANCE COMPANY, by and
18 through its attorneys, ATKIN WINNER & SHERROD, and for its Answer to the Plaintiffs'
19 Complaint on file herein, admits, denies and alleges as follows:

20 GENERAL ALLEGATIONS

21 1. Answering Paragraph 1 of Plaintiffs' Complaint on file herein, Defendant states
22 that it does not have sufficient knowledge or information upon which to base a belief as to the
23 truth of the allegations contained therein, and upon said ground, denies each and every allegation
24 contained therein.

25 2. Answering Paragraph 2 of Plaintiffs' Complaint, Defendant states that it does not
26 have sufficient knowledge or information upon which to base a belief as to the truth of the
27 allegations contained therein, and upon said ground, denies each and every allegation contained
28

1 therein.

2 3. Answering Paragraph 3 of Plaintiffs' Complaint, Defendant admits only that
3 Defendant UNITED AUTOMOBILE INSURANCE COMPANY is a Florida Corporation
4 licensed to sell policies of automobile insurance in the State of Nevada and, answering further,
5 Defendant denies each and every remaining allegation of this paragraph.

6 4. Answering Paragraph 4 of Plaintiffs' Complaint, Defendant states that it does not
7 have sufficient knowledge or information upon which to base a belief as to the truth of the
8 allegations contained therein, and upon said ground, denies each and every allegation contained
9 therein.

10 5. Answering Paragraph 5 of Plaintiffs' Complaint, Defendant states that it does not
11 have sufficient knowledge or information upon which to base a belief as to the truth of the
12 allegations contained therein, and upon said ground, denies each and every allegation contained
13 therein.

14 6. Answering Paragraph 6 of Plaintiffs' Complaint, Defendant denies the allegations
15 contained within this paragraph.

16 7. Answering Paragraph 7 of Plaintiffs' Complaint, Defendant denies the allegations
17 of this paragraph.

18 8. Answering Paragraph 8 of Plaintiffs' Complaint, Defendant admits that a motor
19 vehicle loss occurred between said parties, on said date but, answering further, states that it does
20 not have sufficient knowledge or information upon which to base a belief as to the truth of the
21 remaining allegations contained therein, and upon said ground, denies each and every allegation
22 contained therein.

23 9. Answering Paragraph 9 of Plaintiffs' Complaint, Defendant admits only that
24 Cheyanne Nalder made a claim for injuries but, answering further, denies any additional
25 allegations or insinuations contained within this paragraph.

26 10. Answering Paragraph 10 of Plaintiffs' Complaint, Defendant admits only that
27 Gary Lewis did not have a policy in effect at the time of the loss but, answering further, denies
28

1 any other allegations or insinuations contained within this paragraph.

2 11. Answering Paragraph 11 of Plaintiffs' Complaint, Defendant denies the
3 allegations of this paragraph, as alleged.

4 12. Answering Paragraph 12 of Plaintiffs' Complaint, Defendant objects to this
5 paragraph as calling for a legal conclusion, for which no answer is required. To the extent an
6 answer is required, denied.

7 13. Answering Paragraph 13 of Plaintiffs' Complaint, Defendant denies the
8 allegations contained within this paragraph, as alleged, as no policy was in effect.

9 14. Answering paragraph 14 of Plaintiffs' Complaint, Defendant admits that said
10 party provided a medical authorization but, answering further, Defendant denies any further
11 allegations or insinuations contained within this paragraph, as alleged, as no policy was in effect.

12 15. Answering Paragraph 15 of Plaintiffs' Complaint, Defendant admits only that said
13 correspondence was sent and objects to any further allegations contained therein as said
14 instrument speaks for itself.

15 16. Answering paragraph 16 of Plaintiffs' Complaint, Defendant admits only that said
16 correspondence was sent and objects to any further allegations contained therein as said
17 instrument speaks for itself.

18 17. Answering paragraph 17 of Plaintiffs' Complaint, Defendant admits only that said
19 correspondence was sent and objects to any further allegations contained therein as said
20 instrument speaks for itself.

21 18. Answering Paragraph 18 of Plaintiffs' Complaint, Defendant admits only that said
22 correspondence was sent and objects to any further allegations contained therein as said
23 instrument speaks for itself.

24 19. Answering paragraph 19 of Plaintiffs' Complaint, Defendant admits that coverage
25 was denied because said policy non-renewed prior to the loss but, answering further, Defendant
26 denies any further allegations and insinuations contained within this paragraph.

27 20. Answering Paragraph 20 of Plaintiffs' Complaint, Defendant admits that coverage
28

ATKIN WINNER & SHERROD
ATTORNEYS AT LAW
117 SOUTH RANCHO DRIVE
LAS VEGAS, NEVADA 89102
PHONE (702) 243-7000 FACSIMILE (702) 243-7059

1 was denied because said policy non-renewed prior to the loss but, answering further, Defendant
2 denies any further allegations and insinuations contained within this paragraph.

3 21. Answering Paragraph 21 of Plaintiffs' Complaint, Defendant admits only that a
4 renewal notice was sent and objects to any further allegations contained therein as said
5 instrument speaks for itself.

6 22. Answering paragraph 22 of Plaintiffs' Complaint, Defendant denies the
7 allegations contained within this paragraph.

8 23. Answering Paragraph 23 of Plaintiffs' Complaint, Defendant objects to this
9 paragraph as calling for a legal conclusion for which no answer is required. To the extent an
10 answer is required, Defendant denies the allegations contained within this paragraph.

11 24. Answering Paragraph 24 of Plaintiffs' Complaint, Defendant denies the
12 allegations of this paragraph, as alleged.

13 25. Answering Paragraph 25 of Plaintiffs' Complaint, Defendant denies the
14 allegations of this paragraph, as alleged.

15 26. Answering paragraph 26 of Plaintiffs' Complaint Defendant denies the allegations
16 of this paragraph, as alleged.

17 27. Answering Paragraph 27 of Plaintiffs' Complaint, Defendant denies the
18 allegations of this paragraph, as alleged.

19 28. Answering paragraph 28 of Plaintiffs' Complaint, Defendant states that it does not
20 have sufficient knowledge or information upon which to base a belief as to the truth of the
21 allegations contained therein, and upon said ground, denies each and every allegation contained
22 therein.

23 29. Answering Paragraph 29 of Plaintiffs' Complaint, Defendant admits said
24 judgment was obtained.

25 30. Answering Paragraph 30 of Plaintiffs' Complaint, Defendant denies the
26 allegations of this paragraph, as alleged.

27 31. Answering paragraph 31 of Plaintiffs' Complaint, Defendant denies the
28

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1 allegations of this paragraph, as alleged.

2 32. Answering Paragraph 32 of Plaintiffs' Complaint, Defendant denies the
3 allegations of this paragraph, as alleged.

4 33. Answering Paragraph 33 of Plaintiffs' Complaint, Defendant denies the
5 allegations of this paragraph, as alleged.

6 34. Answering Paragraph 34 of Plaintiffs' Complaint, Defendant denies the
7 allegations of this paragraph, as alleged.

8 35. Answering paragraph 35 of Plaintiffs' Complaint, Defendant objects to this
9 paragraph as calling for a legal conclusion for which no answer is required.

10 36. Answering paragraph 36 of Plaintiffs' Complaint, Defendant denies the
11 allegations of this paragraph, as alleged.

12 37. Answering paragraph 37 of Plaintiff's Complaint, Defendant denies the
13 allegations of this paragraph, as alleged.

14 38. Answering paragraph 38 of Plaintiff's Complaint, Defendant denies the
15 allegations of this paragraph, as alleged.

16 39. Answering paragraph 39 of Plaintiff's Complaint, Defendant denies the
17 allegations of this paragraph, as alleged.

18 40. Answering paragraph 40 of Plaintiff's Complaint, Defendant denies the
19 allegations of this paragraph, as alleged.

20 41. Answering paragraph 41 of Plaintiff's Complaint, Defendant denies the
21 allegations of this paragraph, as alleged.

22 42. Answering paragraph 42 of Plaintiff's Complaint, Defendant denies the
23 allegations of this paragraph, as alleged.

24 43. Answering paragraph 43 of Plaintiff's Complaint, Defendant denies the
25 allegations therein, as alleged.

26 44. Answering paragraph 44 of Plaintiff's Complaint, Defendant denies the
27 allegations contained therein, as alleged.

28

1 45. Answering paragraph 45 of Plaintiff's Complaint, Defendant objects to the
2 allegations in the paragraph as calling for a legal conclusion for which no answer is required.

3 46. Answering paragraph 45 of Plaintiff's Complaint, Defendant denies the
4 allegations of this paragraph, as alleged.

5 47. Answering paragraph 47 of Plaintiff's Complaint, Defendant objects to the
6 allegations therein as calling for a legal conclusion for which no Answer is required.

7 48. Answering paragraph 45 of Plaintiff's Complaint, Defendant denies the
8 allegations contained therein, as alleged.

9 49. Answering paragraph 46 of Plaintiff's Complaint, Defendant denies the
10 allegations contained therein, as alleged, as no policy was in effect.

11 50. Answering Paragraph 50 of Plaintiffs' Complaint, Defendant denies the
12 allegations of this paragraph, as alleged.

13 51. Answering Paragraph 51 of Plaintiffs' Complaint, Defendant denies the
14 allegations contained therein, as alleged.

15 52. Answering Paragraph 52 of Plaintiffs' Complaint, Defendant denies the
16 allegations contained therein, as alleged.

17 53. Answering Paragraph 53 of Plaintiffs' Complaint, Defendant denies the
18 allegations contained therein, as alleged.

19 54. Answering Paragraph 54 of Plaintiffs' Complaint, Defendant denies the
20 allegations of this paragraph, as alleged.

21

22

AFFIRMATIVE DEFENSES

23

FIRST AFFIRMATIVE DEFENSE

24

25

Defendant alleges that the allegations contained in the Plaintiffs' Complaint failed to state
a cause of action against Defendant upon which relief can be granted.

26

SECOND AFFIRMATIVE DEFENSE

27

Defendant alleges that Plaintiffs' injuries, medical conditions, and/or damages, if any, are

28

1 unrelated to the incident which is the subject of this litigation and/or pre-existing in that such
2 medical conditions, injuries, and/or damages, if any, were caused separately and independently
3 from or began prior or subsequent to the time of the subject incident. Such medical conditions,
4 injuries, and/or damages, if any, are, in their entirety, separate from and unrelated to the incident
5 alleged in Plaintiffs' Complaint.

6 **THIRD AFFIRMATIVE DEFENSE**

7 Defendant alleges that this answering Defendant denies that any act or omission to act on
8 this answering Defendant's part, or any act or omission to act on the part of any person or entity
9 for whose acts or omissions this answering Defendant is or may be established to be legally
10 responsible or liable, actually or proximately caused or contributed to in any manner or to any
11 degree, any injuries, damages or losses, if any, for which recovery is sought by Plaintiff.

12 **FOURTH AFFIRMATIVE DEFENSE**

13 Some or all of Plaintiffs' medical treatment and expenses were neither reasonable nor
14 necessary.

15 **FIFTH AFFIRMATIVE DEFENSE**

16 Defendant alleges that at all time herein its conduct has been motivated by the utmost
17 good faith to its insured.

18 **SIXTH AFFIRMATIVE DEFENSE**

19 Plaintiffs' claim for punitive damages should be dismissed and/or limited on the grounds
20 that punitive damages, under Nevada law, violates the Defendant's right to due process of law
21 under the 5th and 14th Amendments of the United States Constitution.

22 **SEVENTH AFFIRMATIVE DEFENSE**

23 Plaintiffs' claim for punitive damages should be dismissed and/or limited on the ground
24 that punitive damages, under Nevada law, violates the Defendant's right to due process of law

25 under Article I, Section 8, of the Nevada Constitution.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 Plaintiffs' claim for punitive damages should be dismissed and/or limited on the ground
28

1 that punitive damages, under Nevada law, violates Defendant's right of equal protection of the
2 laws under the 14th Amendment of the United States Constitution.

3 **NINTH AFFIRMATIVE DEFENSE**

4 Plaintiffs' claim for punitive damages should be dismissed and/or limited on the ground
5 that punitive damages, under Nevada law, violates Defendant's right to equal protection of the
6 laws under Article 4, Sections 20 and 21, of the Nevada Constitution.

7 **TENTH AFFIRMATIVE DEFENSE**

8 Defendant alleges that there has been a failure of a condition precedent to recovery under
9 the subject policy in that Plaintiff has failed to demonstrate that the tortfeasor driver was
10 uninsured/underinsured.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 Defendant alleges that if Plaintiff has been or will be compensated for their damages, if
13 any, by other parties, and/or other insurance benefits coverage, Defendant is entitled to a credit
14 or offset in that amount.

15 **TWELFTH AFFIRMATIVE DEFENSE**

16 Defendant alleges that any verdict rendered against Defendant must be apportioned
17 between injuries directly caused by the incident alleged in Plaintiffs' Complaint and other
18 medical conditions which may have predated or occurred subsequent to the accident alleged.

19
20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 Defendant alleges that it has not been guilty of malice, express or implied, such that an
22 award of punitive damages is improper.

23 **FOURTEENTH AFFIRMATIVE DEFENSE**

24 Defendant alleges that the bad faith and punitive damages portions of this case are not
25 ripe as the Plaintiff has not established legal entitlement to compensation under the terms of his
26 policy of insurance.

27 **FIFTEENTH AFFIRMATIVE DEFENSE**

28

1 Defendant alleges that Plaintiff has the burden of proving his claim for punitive damages
2 by clear and convincing evidence.

3 **SIXTEENTH AFFIRMATIVE DEFENSE**

4 Defendant alleges that Plaintiffs' claims of extra contractual damages are made in bad
5 faith, in violation of Rule 11, and for the purpose of obtaining a settlement more favorable than
6 he is otherwise entitled to receive.

7 **SEVENTEENTH AFFIRMATIVE DEFENSE**

8 Pursuant to the Federal Rule of Civil Procedure 11, as amended, all possible affirmative
9 defenses may not have been alleged herein insofar as sufficient facts were not available after
10 reasonable inquiry upon the filing of the Defendant's Answer, and therefore, Defendant reserves
11 the right to amend this Answer to allege additional affirmative defenses if subsequent
12 investigation warrants.

13 **EIGHTEENTH AFFIRMATIVE DEFENSE**

14 That it has been necessary for Defendant to employ the services of an attorney to defend
15 this action and a reasonable sum should be allowed Defendant as and for attorney's fees, together
16 with its costs expended in this action.

17 WHEREFORE, Defendant, UNITED AUTOMOBILE INSURANCE COMPANY,
18 demands judgment that Plaintiffs take nothing by way of his Complaint on file herein and that he
19 go hence with their costs herein incurred and that Defendant be awarded reasonable attorney's
20 fees.

21 DATED this 6th day of August, 2009.

22 ATKIN WINNER & SHERROD

23 */s/ Thomas E. Winner*

24 _____
25 THOMAS E. WINNER
26 Nevada Bar No. 5168
27 MATTHEW J. DOUGLAS
28 Nevada Bar No. 11371
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Docket No. 13-17441

In the
United States Court of Appeals
for the
Ninth Circuit

FILED

MAY 23 2014

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

JAMES NALDER,
Guardian Ad Litem on behalf of Cheyanne Nalder,
and GARY LEWIS, individually,

Plaintiffs-Appellants,

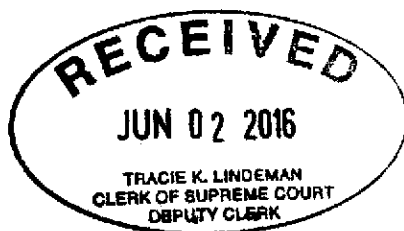
v.

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

*Appeal from a Decision of the United States District Court for the District of Nevada,
No. 2:09-cv-01348-RCJ-GWF · Honorable Robert C. Jones*

SUPPLEMENTAL EXCERPTS OF RECORD
VOLUME IV OF IV – Pages 717 to 912



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*Attorneys for Appellee,
United Automobile Insurance Company*



Docket No. 13-17441

In the
United States Court of Appeals
for the
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MAY 23 2014

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U.S. COURT OF APPEALS

JAMES NALDER,
Guardian Ad Litem on behalf of Cheyanne Nalder,
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Plaintiffs-Appellants,

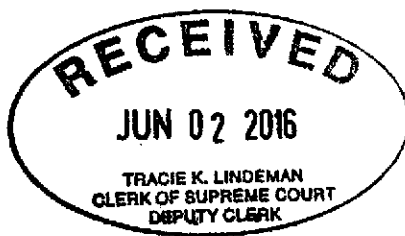
v.

UNITED AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

*Appeal from a Decision of the United States District Court for the District of Nevada,
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SUPPLEMENTAL EXCERPTS OF RECORD
VOLUME IV OF IV – Pages 717 to 912



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2:09-cv-1348-ECR-GWF - December 7, 2010

1 APPEARANCES:

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FELICIA R. ZABIN, FCRR, RPR, CCR 478 (702) 676-1087

2:09-cv-1348-ECR-GWF - December 7, 2010

1 LAS VEGAS, NEVADA; TUESDAY, DECEMBER 7, 2010; 2:18 P.M.

2 --oOo--

3 P R O C E E D I N G S

4 THE CLERK: Everyone please rise.

5 THE COURT: Please be seated.

6 (Discussion between the Court and the clerk.)

7 THE COURT: Ms. Clerk, please call the matter set for
8 hearing at this time.

9 THE CLERK: Yes, your Honor.

10 This is the date and time set for a hearing motion for
11 summary judgment in CV-09-1348-ECR, James Nalder, et al., versus
12 United Automobile Insurance Company.

13 Present in the courtroom for the plaintiffs, Mr. David
14 Sampson, Las Vegas, Nevada; and, for the defendant, Mr. Matthew
15 Douglas and Mr. Thomas Winner, Las Vegas, Nevada.

16 (Discussion between the Court and the clerk.)

17 THE COURT: I'm sorry we got a late start, but we have
18 been pressed with our calendar today more than usual.

19 We've allowed each side one hour. You don't have to
20 use that but use it if you need to. The movant should keep --
21 save time against the hour to respond. And, nonetheless, I do
22 anticipate that the movant will cover all issues and not wait
23 for any reply argument to counter the arguments of the
24 defendant. I -- I want you to touch all the bases.

25 We'll hear from the defendant, please.

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1 MR. DOUGLAS: Your Honor, would you like me to take the
2 podium or just from the --

3 THE COURT: The podium, please, yes.

4 MR. DOUGLAS: Sure.

5 Good afternoon, your Honor. May it please the Court
6 and counsel.

7 My name is Matthew Douglas. I'm here on behalf of the
8 defendant, United Auto.

9 Your Honor, I have to say that my clients have -- have
10 waited a long time for this day to get this -- this case heard.
11 What I feel --

12 THE COURT: Would you move just a little closer to the
13 mic.

14 MR. DOUGLAS: Sure. Is that better?

15 THE COURT: That's better. Thank you.

16 MR. DOUGLAS: I -- I -- I was just saying, your Honor,
17 my clients have waited a long time for today. They filed this
18 motion, as you -- as you know, some time ago. I assume your
19 Honor has read all the briefs. I know there's a lot there. But
20 I think -- I think this case is really a simple one at its
21 heart. This is --

22 THE COURT: Do you think that the --

23 MR. DOUGLAS: -- an action --

24 THE COURT: -- renewal statement is ambiguous? Just a
25 minute here.

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1 (Pause in the proceedings.)

2 THE COURT: It says if -- my clerk and I looked at this
3 and we each read it differently -- "to avoid lapse in coverage,
4 payment must be received prior to expiration of your policy."
5 Then, if you look up at the top, it says expiration date,
6 July 31, 2007; then in the middle it says renewal amount, \$134
7 no later than June 30, '07.

8 Can you tackle that? Does that sound --

9 MR. DOUGLAS: Certainly --

10 THE COURT: -- ambiguous --

11 MR. DOUGLAS: -- your Honor.

12 THE COURT: -- to you?

13 MR. DOUGLAS: You know, this is something that's
14 been -- gone back and forth in this case a few times. As you
15 know, initially the -- or you may not know -- initially the
16 plaintiff claimed he actually tried to make a payment on time.
17 That was the initial pleading response we got.

18 On answer to a Motion to Compel -- on the day of the
19 hearing, we were supplied with Amended Answers -- where the
20 plaintiff then said, actually, I didn't make a timely payment,
21 but the renewal notice was ambiguous. And, hence, the sort of
22 defense du jour that the plaintiffs have tried to mount to
23 coverage -- to show coverage.

24 And, in regard to the ambiguity, your Honor, I don't
25 know that anyone -- I think -- this came up in the plaintiff

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1 Mr. Lewis's deposition -- I think anyone reading this notice --
2 I think a fair and reasonable person is gonna say -- just like
3 every other bill, you have a stub that says pay my policy in
4 full with a due date. The amount is surrounded by stars. There
5 is a clearly worded "no later than" surrounded by stars with the
6 due date. Again, down at the bottom with the payment stub,
7 which we all are familiar with paying bills, it says "detach
8 this portion with my payment" and, again, there's a due date and
9 the amount due.

10 I think only a person -- after reading plaintiffs'
11 arguments, I think it's a stretch to try and convert the word
12 before -- "prior to expiration of your policy" and then link it
13 to the expiration date, which is clearly for the next policy on
14 the top right-hand corner, I think to draw that conclusion that
15 that's the expiration date the body of the renewal is talking
16 about I think is a stretch. I think it's trying to find an
17 ambiguity when none exists. I think it's trying to explain away
18 someone who failed to make a timely payment for his renewal
19 policy and, unfortunately, did not have insurance for this
20 terrible accident.

21 I -- that's -- I mean, I -- I -- that's the way --

22 THE COURT: Do you think --

23 MR. DOUGLAS: -- I clearly see it.

24 THE COURT: -- a reasonable person could read it the
25 other way?

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1 MR. DOUGLAS: I -- I -- I don't believe so, your Honor,
2 not with our current -- you know, for two reasons and I'll
3 explain why.

4 Obviously, the first and most obvious reason is that
5 it's obviously a renewal for your next term of coverage. And
6 the effective date right above the expiration date that
7 plaintiff hangs his hat on is -- shows a date in the future. So
8 to divorce that date right above it that says the future
9 effective date from that expiration date I think is to -- again,
10 that's why it's a stretch of this renewal notice.

11 And the -- the -- so that's the -- that's the main
12 reason. I think anyone reading this is gonna say I have a
13 policy. When they are talking about expiration of your policy,
14 they are talking about your current policy. I think the fact
15 that if the effective date, the future effective date, wasn't
16 right on top of the future expiration date maybe -- maybe you'd
17 have more of, you know, a linkage there to be confused.

18 But I think an ordinary individual -- we all deal with
19 car insurance. We all pay bills. I asked Mr. Lewis this. It
20 says "due date" twice; it's starred. If he had confusion --
21 that brings up another point -- if he was confused, why not --
22 why not call the -- the agency or the company. He never did
23 that.

24 But -- but -- I mean, I think just from the face of the
25 document -- we all have experience paying bills. And to avoid

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1 two -- in two places where it's clearly marked "due date" with a
2 date and an amount, I think is to -- again, it's -- it's trying
3 to find coverage; it's trying to find an ambiguity when none
4 exists. And I don't think that's the law.

5 I think the law in regard to ambiguity is -- is clear
6 and I think it means reasonably subject to two different
7 interpretations by reasonable people. And I -- I don't think
8 that's the case here. I think anyone getting this would know
9 the due date for the renewal and be able to pay it.

10 What's interesting further on that point is that the
11 plaintiff himself -- this was not the first time he was late.
12 He was late the month right before. You know, his due date for
13 his June policy was May 29, '07. He didn't make that payment.
14 He made his payment on May 31st, '07, and his new policy started
15 up May 31st '07. And, when he got that new renewal notice,
16 that's why his next policy for July his premium was due
17 June 30th, which would have been the final day of June 2007, you
18 know.

19 And then plaintiffs' argument is further weakened by
20 the fact that even after this lapse when he called the insurance
21 company and found out that he had no coverage, after he raced
22 down after the accident and paid his premium -- you have to
23 wonder why -- if he thought he had till the end of that month
24 why he felt he needed to race back to Las Vegas and pay his
25 premium. No one's explained that to us. If he had till the end

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1 of July, why -- why race back after the accident and get the
2 payment in on the 10th of July and he's up in Pioche?

3 So --

4 THE COURT: The accident, according to the best we
5 could get out of this, occurred in Clark County, Nevada. Let's
6 see. Our address there is -- and this is not an important --
7 Bartolo Road, Clark County. But somewhere I got the impression
8 it may have been -- occurred in Lincoln County.

9 MR. DOUGLAS: That's --

10 THE COURT: Is that --

11 MR. DOUGLAS: -- that's correct, your Honor.

12 Perhaps plaintiff -- plaintiff might speak to this
13 better. But, for -- for my understanding and for Mr. Lewis's
14 testimony, this happened at a campground not in Clark County
15 and, in fact, it was near Pioche. In fact, that explains why
16 originally the little girl was airlifted to Caliente and then
17 later transported to UMC where they had --

18 THE COURT: So you --

19 MR. DOUGLAS: -- a better Trauma Center.

20 THE COURT: -- you believe it occurred in --

21 MR. DOUGLAS: It was --

22 THE COURT: -- Panaca or Pioche?

23 MR. DOUGLAS: We think so, your Honor. It was a -- it
24 was a state campground from my understanding. There was a --
25 there was a biker's club convention or something going on that

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1 the plaintiff was attending.

2 THE COURT: All right. Thank you.

3 Spell "Cheyanne." Not the city, but -- I picked up a
4 couple of different spellings in there about that.

5 MR. DOUGLAS: My under- -- you're talking about the --
6 the little girl?

7 THE COURT: Yes.

8 MR. DOUGLAS: My understanding is it's C-h-e-y-a-n-n-e.

9 THE COURT: I saw some different spellings and
10 particularly in papers presented by the plaintiff.

11 Mr. Sampson.

12 MR. SAMPSON: It would appear I may have misspelled her
13 name on there. And it may have been that when I spelled her
14 name the way it's spelled --

15 THE COURT: What is right?

16 MR. SAMPSON: I believe in the caption the
17 C-h-e-y-a-n-n-e --

18 THE COURT: All right.

19 MR. SAMPSON: -- is correct.

20 THE COURT: Thank you.

21 MR. SAMPSON: And I believe when I spelled it in the
22 body it underlined it as misspelled because it doesn't match the
23 city --

24 THE COURT: All right. That --

25 MR. SAMPSON: -- and I may have corrected it

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1 inadvertently.

2 THE COURT: Thank you.

3 Go ahead, please.

4 MR. DOUGLAS: Sure.

5 So essentially, your Honor, as I was just -- I was just
6 saying, the -- the other -- the other noticeable point, just in
7 regard to the ambiguity, is that we know Mr. Lewis races back to
8 town from -- from his campground up state to make a policy
9 premium that he thought he had till the end of the month to
10 make. Then he calls the insurance company to check and see if
11 he had coverage. Again, this underscores the point of why would
12 he do that if he thought he was timely.

13 Anyway, he calls. He checks coverages. And, at this
14 point, they, of course, inform him he doesn't have coverage. A
15 month later plaintiffs' counsel directed a demand at my client
16 asking for the policy limits. And at that time he, too, was
17 told about the lapse.

18 We know from Mr. Lewis's deposition testimony and his
19 Answers to Interrogatories that he was in contact with a
20 Mr. Sampson at this time. Besides the obvious issues that that
21 may raise, we do know that certainly, then, between his
22 conversation with UAIC and his conversations with Mr. Sampson he
23 must surely have been told that he now had -- he -- if he didn't
24 pay his monthly premium on time he would have a lapse.

25 However, Mr. Lewis goes on to not pay his August

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1 premium on time; I believe his September premium was late. In
2 fact, we go on down the line, he stayed insured with UAIC
3 through the spring of 2008 and I think seven of those times over
4 the next eight or nine months, I think seven of the times he was
5 late and had lapses.

6 THE COURT: Is there one time at least where he paid
7 late but the insurance began at the start of the month?

8 MR. DOUGLAS: Never. Never. And that is clear from
9 the documentation.

10 And if you look at my initial reply brief -- because
11 plaintiff sort of eludes to a course of dealing that -- where
12 the insurer accepted late premium for -- for the -- for the
13 term, that never occurred. Never occurred.

14 And we go through and there's -- I went through very
15 painstakingly because of all the documentation. And, if you
16 look in my original reply to the motion, I went through each and
17 every instance. And you'll see what we have here is a person
18 who is really playing a little bit of Russian roulette; he was
19 gambling with his insurance coverage.

20 Maybe he didn't have money; maybe he didn't have a job.
21 You know, I -- I'm not trying to be -- I'm not trying to have a
22 heart or be understanding for people's situations. But, when
23 you take that kind of gamble with insurance coverage, it can
24 leave you open to a situation like occurred here.

25 THE COURT: Now my note here says, plaintiffs point to

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1 April 2007 when Lewis received a revised renewal statement
2 notifying him that payment for a policy effective April 29th,
3 2007, and expiring May 29th, 2007, was due May 6, 2007, a week
4 after the policy would be effective.

5 MR. DOUGLAS: That's correct.

6 If your Honor notices, that is a revised renewal
7 statement. That is not a normal renewal. It's what -- it's
8 termed a "revised renewal statement." And the reason for
9 that -- I also pointed this out because plaintiffs brought that
10 up.

11 At that particular time, the plaintiff, he went in and
12 got the policy, I believe, in April of '07. Towards the end of
13 the month, he went in and added his girlfriend, Kris- --
14 Ms. Kristin Scott, and her vehicle. He did that, I want to say,
15 on about the 24th of April. So at that -- and he paid an
16 additional premium, then, to add a vehicle and a driver for
17 those last few days of the month of April.

18 And what happened at that point is the company
19 generated the revised renewal statement because his premium
20 obviously for that May term was gonna go up because -- by --
21 by -- by -- by virtue of adding that driver and the -- and the
22 girlfriend.

23 THE COURT: Is that really a new policy do you think?
24 If I had a policy and I wanted to add my wife to it, would it be
25 a new policy then?

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1 I assume -- it makes sense that maybe the premium would
2 be higher. But it didn't -- it seemed to me you ought to be
3 able to tack on a vehicle or a person and would not really be a
4 new policy; it would simply be coverage -- additional coverage.

5 Is that right?

6 MR. DOUGLAS: Well, it -- it depends. Different
7 companies do it differently.

8 In fact, in this case what they did is they added an
9 endorsement which -- and -- and so, when he came in and did that
10 in April, they added an endorsement for an additional driver and
11 an additional vehicle. So, in fact, in April, it was not a new
12 policy.

13 However, what happened is his May policy, his policy
14 for May, the premium was increased by virtue of five days before
15 it was set to incept he added these -- these -- these -- this
16 driver and this vehicle. Therefore, the company sent out the
17 revised renewal notice. And they said: You know what.
18 Mr. Lewis, you came in. You -- you have your May policy coming
19 up. This one time it's a revised renewal statement. We're
20 gonna give you until the 6th of May to pay for that May premium
21 because of the fact that in terms of notice how could they have
22 gotten the notice to him sooner; he only went in to add the
23 vehicle and driver on the 24th of April. So they send it out.

24 The funny thing about that is it's really a red herring
25 because Mr. Lewis paid that one on time. He made that policy

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1 payment for May on about April 28 --

2 THE COURT: It does --

3 MR. DOUGLAS: -- 2007.

4 THE COURT: -- sound like, however, a custom or
5 practice on one occasion, if you can -- can denominate it a
6 customer practice, where he paid and then the policy was
7 effective prior -- for a date prior to the date of the payment.

8 Is that right?

9 MR. DOUGLAS: I'm sorry. I didn't follow that, Judge.
10 I'm sorry.

11 THE COURT: Reporter read my statement, please.

12 (Record read.)

13 MR. DOUGLAS: Well -- well, I guess, first off, I don't
14 think one instance can be a custom and practice. I -- I
15 think -- but second- -- secondly and most importantly, as I just
16 mentioned, the -- the carrier never once accepted a payment for
17 a policy term after the date of that term. That did not happen
18 once in this case.

19 So I agree with you, though, had it had maybe -- maybe
20 that would be different. But that just never happened in this
21 case. As I just mentioned in regard to that, again, the revised
22 renewal statement. So it's really a different thing.

23 I mean, you know, it's kinda like the plaintiffs'
24 arguments here. You know, okay, maybe it was I thought -- you
25 know, he said at deposition, oh, I thought I had a year policy.

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1 You know, at first it was I ran down to make a payment and --
2 you know --

3 THE COURT: You know, the word --

4 MR. DOUGLAS: -- timely.

5 THE COURT: -- "revised" doesn't move me very much. As
6 far as -- it was a renewal statement. The -- the fact that it
7 was revised -- it still took -- the policy took effect prior to
8 the date of the payment.

9 MR. DOUGLAS: No, it did not, though. That's -- that's
10 the point. He paid --

11 THE COURT: Well, now --

12 MR. DOUGLAS: -- he paid --

13 THE COURT: -- what I said --

14 MR. DOUGLAS: -- for that --

15 THE COURT: -- isn't right then here, received a
16 revised renewal statement notifying him that payment for a
17 policy effective April 29th and expiring May 29th was due on
18 May 6th.

19 MR. DOUGLAS: Right. But he paid for it April 28th.
20 So he didn't even wait the extra time, which actually goes to
21 the point that he knew from the original renewal statement that
22 was sent out that his pol- -- his premium for May was due at the
23 end of April. That -- that's my point, your Honor, is that it's
24 really a moot point because the guy still went in and paid --
25 paid the darn thing timely.

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1 And, you know --

2 THE COURT: All right. That's a pretty good argument.
3 Go on, please.

4 MR. DOUGLAS: I'm sorry?

5 THE COURT: That's a pretty good argument. Go ahead,
6 please.

7 MR. DOUGLAS: Okay.

8 And -- and -- and so basically that -- that's the
9 pattern and practice that -- that really exists here is that if
10 there is any course of dealing it's that Mr. Lewis paid late; he
11 gambled a little bit with his coverage.

12 And that's, I think, what happened in this situation.
13 I think it's pretty clear. And -- and I think that -- that, you
14 know, it's -- Ms. Danice Davis, the underwriter for UAIC, I
15 believe her Declaration is really undisputed here.

16 She -- she -- looking at the policy, we have a term for
17 June of 2007, Policy 20021926, with a term from May 31st, '07,
18 to June 30th, '07. I don't think -- there's been facts and I
19 don't think there'll be any argument made that that -- that
20 policy did not -- it's pretty clear that that policy expired per
21 its own terms on June 30th of 2007.

22 THE COURT: Now, let me try out a related question.

23 If we were to reach a conclusion based on what we see
24 here that the renewal statement in question was ambiguous, at
25 least to the extent of denying a motion for summary judgment on

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1 that issue, where do you go from there?

2 I was toying with two possibilities. And I'm not
3 asking you to concede this issue, but I wanted to hear your view
4 of it.

5 Is that a matter of interpretation of the policy which
6 would be an issue of law -- and there's a lot law out there that
7 says ambiguous policies are interpreted in favor of the
8 insured -- or is it a question for the jury, and that is, what
9 is a reasonable reading of this? Does the jury enter into it?
10 How do you sort that problem out?

11 MR. DOUGLAS: Your Honor, I -- I noted this in my -- my
12 last brief which was in response and I noticed it -- noted it
13 previously.

14 I -- I really truly believe, you know, when you break
15 down plaintiffs' arguments at -- at their core, they're -- I
16 think they're all matters of the law. I think this whole --
17 this whole issue is a matter of law. I think whether -- first
18 of all, whether there was a policy in force for the --

19 THE COURT: Well, are you a dead duck then if it is --
20 if we decide it's ambiguous?

21 MR. DOUGLAS: Well, I'll -- I'll tell ya what, your
22 Honor. I --

23 THE COURT: Can I decide that now?

24 MR. DOUGLAS: You -- you -- you certainly can, your
25 Honor.

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1 I mean, that -- that -- if that -- I think you can
2 decide the ambiguity and -- as well as the two statutes that
3 that -- that plaintiff is claiming my client didn't comply with.
4 I think, you know, that -- that would be statutory
5 interpretation. I see no reason why this Court can't decide all
6 three of those issues --

7 THE COURT: All right then.

8 MR. DOUGLAS: -- of matters --

9 THE COURT: If --

10 MR. DOUGLAS: -- of law.

11 THE COURT: -- if we decided that -- if it is an issue
12 of law, what happens in the case next?

13 MR. DOUGLAS: Well, I'll tell ya, your Honor, what I
14 think happens. You notice in our motion we moved a couple of
15 the things in the alternative. And what I really feel strongly
16 about is that -- you know, the first issue obviously here is
17 coverage and -- and whether or not there was a policy in force.
18 And -- and that would go -- go into the statutory interpretation
19 as well as the ambiguity issue.

20 Were your Honor to decide that the renewal notice was
21 ambiguous, I still think it leaves us with the second -- our
22 second big motion which is that we move for summary judgment on
23 the extra-contractual claims.

24 THE COURT: All right.

25 Then the -- if it is ambiguous, then do you concede the

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1 contactual obligation?

2 MR. DOUGLAS: If it -- if you found it ambiguous, I
3 believe my client would concede to contactual obligation. But
4 the understanding being that my client also wants a finding that
5 there was a genuine dispute as to this coverage. And I think
6 that given all the debate over this I think it would be -- I
7 think this Court can find as a matter of law that there was a
8 genuine dispute over this contract.

9 THE COURT: Now, the genuine dispute, does that enter
10 into the extra-contractual allegations that you've made?

11 MR. DOUGLAS: Yes, yes, it --

12 THE COURT: But --

13 MR. DOUGLAS: -- does, your Honor.

14 THE COURT: -- as far as here it would go -- the
15 defendant then would be -- would concede the contractual
16 obligation if that -- and, of course, you can appeal this and a
17 higher court may see it differently than we do -- but you then
18 would pass over to the bad faith covenant of good faith and fair
19 dealing issue.

20 Is that right?

21 MR. DOUGLAS: That -- that's correct, your Honor,
22 because we really -- that's what we feel most strongly about. I
23 mean, at the end of the day, there's a lot of -- there's a lot
24 of issues here would go to both that -- that, you know --

25 THE COURT: All right. If you want to go to the

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1 genuine dispute doctrine.

2 MR. DOUGLAS: Sure, your Honor.

3 Basically our point here is that even were this Court
4 to deny the Motion For Summary Judgment on the coverage issue,
5 which it sounds like your Honor is leaning towards --

6 THE COURT: Well, don't --

7 MR. DOUGLAS: Oh, I'm sorry.

8 THE COURT: -- I'm not like the Supreme Court. You
9 usually can tell how the Justices are going to go by the remarks
10 they make and they're reported and you usually do follow what
11 they have said there, kind of expressing their views, testing
12 the waters.

13 That's not my practice. I'm gonna test things. And I
14 haven't made up my mind this way. I think this is a
15 possibility, but by no means assume that I've decided that
16 issue.

17 MR. DOUGLAS: I -- I apologize then, your Honor. And
18 I -- I, of course --

19 THE COURT: No apology --

20 MR. DOUGLAS: -- understand that.

21 THE COURT: -- is needed.

22 MR. DOUGLAS: With the bad faith --

23 THE COURT: It's also true in the Court of Appeals, to
24 a lesser extent, many times you can tell how the judges of the
25 Court of Appeals maybe are gonna go.

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1 The Nevada Supreme Court, I've lost track of them for
2 30 years or more. But -- so I don't know what their view is --
3 but I'm gonna test some propositions here on both sides and
4 don't assume that that means I've adopted that view.

5 MR. DOUGLAS: And -- and I appreciate that, your Honor.
6 I actually -- I -- I do. And so I didn't mean to --

7 THE COURT: Go ahead with the genuine dispute doctrine
8 then.

9 MR. DOUGLAS: Okay.

10 Basically, as we cited in our brief, your Honor, it's
11 pretty clear that the Ninth Circuit and the Nevada -- the Nevada
12 courts have adopted the general -- the genuine dispute doctrine.

13 THE COURT: Now, the -- are there -- I believe that I
14 saw a Nevada Federal Court case interpreting Nevada law.

15 Is there a Nevada Supreme Court decision on genuine
16 dispute doctrine?

17 MR. DOUGLAS: Yes, your Honor. And I will...

18 I think the -- the genuine dispute doctrine was
19 recognized -- I cited the *Schumacher* decision which actually is
20 a Federal Court case as well -- but there is the *American*
21 *Excess Inc.* case.

22 I think that's succinctly defined, Nevada's policy on
23 bad faith. And -- and *American Excess* is cited at 102 Nev. 601.
24 It's from 1986. In that case, "The Nevada Supreme Court ...
25 defined bad faith as 'an actual or implied awareness of the

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1 absence of a reasonable basis for denying benefits.'"

2 So it's not enough that we be wrong --

3 THE COURT: It doesn't necessarily cross over into
4 genuine dispute.

5 Has the Nevada Supreme Court ever said we adopt the
6 genuine dispute doctrine?

7 MR. DOUGLAS: I -- I -- I think that's -- I think
8 that's a reasonable interpretation of the law, your Honor. I
9 think that the genuine dispute doctrine, however, gives us a
10 good framework to frame the argument because I believe the --
11 the law is essentially the same. They may not have term -- have
12 adopted it per se. But I think it's a good framework and that's
13 why I used it in my brief.

14 THE COURT: All right.

15 MR. DOUGLAS: Since the Ninth Circuit does adopt it,
16 I -- I -- I feel it's a good -- good starting point for our
17 discussion.

18 Because as the *American Excess* case states, the -- the
19 issue here really -- you can frame it as it's not enough for my
20 client to be wrong; they have to be unreasonably wrong. I -- I
21 think that -- that's -- I think that's a fair summation of the
22 state of the law of bad faith in Nevada and extra-contractual
23 remedies.

24 And, you know, when you take it from that perspective,
25 what do you have here? We have an expired term from June 2007;

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1 we have a loss that occurs on June 8th, 2007; and then we have
2 an insured who runs down, makes a payment, and starts a new
3 policy July 10, 2007.

4 On its face, there is no existing policy for my client
5 to find -- to find coverage for this loss. And to expect my
6 client to know that there would be an argument as to the
7 ambiguity, let's say, of the renewal notice, I think, as we
8 mentioned, it's a legal question.

9 And I don't think that -- and so I think that if my
10 client does turn out to be wrong, let's say, on their -- on
11 their -- on their reading of the renewal notice and the
12 ambiguity, I don't think it was unreasonably so. I think it was
13 reasonable.

14 This was a -- you know, it kind of touches on the
15 statutory arguments that plaintiff makes. This was a product --
16 it's a monthly policy. Look, this is for high-risk drivers;
17 drivers that can't get insured with State Farm, Allstate. This
18 is a month-to-month policy for people that are high-risk
19 drivers. It's a product that was specifically approved by the
20 Nevada Department of Insurance which begs the question why would
21 the Nevada Department of Insurance approve a product that didn't
22 comply with, let's say, the midterm cancellation or the
23 nonrenewal statute.

24 But, also, I think this is a product, then, therefor
25 that my company could reasonably rely on their contract that

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1 there was no coverage in force. And, to look down the road and
2 foresee an ambiguity argument, I don't think that's -- I
3 don't -- I think a reasonable mind can say that they had -- they
4 had a reasonable basis to deny coverage here. They could be
5 wrong, but was it unreasonable. We're not talking about, you
6 know, a factual question or something like that. This is a
7 matter of law.

8 And we have an expired term. We have an insured who
9 didn't pay his renewal on time then rushes down after a loss to
10 make a payment.

11 THE COURT: Is it a -- can I decide that fact here now
12 on summary judgment or is that something that should go to the
13 jury?

14 MR. DOUGLAS: See, I think you can, your Honor. By
15 nature of the ruling, just like we talked about, I think it goes
16 to tandem. I think oftentimes that might be a factual question.

17 But in this case, given that it's all legal arguments
18 that your Honor would decide on summary judgment and given the
19 clear, the clear, I think, fact that my client had a policy that
20 they want -- they reasonably relied on that showed no coverage,
21 I think your Honor can go that next step and find that as a
22 matter of law there was -- there was no reasonable -- there was
23 no unreasonable act by my client.

24 And this is -- it's -- besides the *American Excess*
25 case, it's interesting. The other case I note is the *Turk v.*

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1 TIG case. And this is a -- this is a federal case.

2 THE COURT: Let's see. Spell that first.

3 MR. DOUGLAS: It's -- it's *Turk*, T-u-r-c-k [sic], v.

4 TIG. And -- and this is another federal -- federal case, your

5 Honor. But I -- think it's -- it's really instructive for --

6 THE COURT: Is that in the Federal District Court in
7 Nevada?

8 MR. DOUGLAS: Yeah. It's F- -- F.Supp.2d 1044.

9 THE COURT: Okay.

10 MR. DOUGLAS: And -- and I think that case is
11 instructive, your Honor, because in that case --

12 THE COURT: Give me the volume.

13 MR. DOUGLAS: Excuse me? Oh. It's the F. --
14 F.Supp.2d.

15 THE COURT: Yeah. There's got to be a volume number.

16 MR. DOUGLAS: Oh. 616.

17 THE COURT: That's what I need. Thank you.

18 MR. DOUGLAS: Sorry, your Honor.

19 THE COURT: Go ahead.

20 MR. DOUGLAS: I -- I think that case is instructive,
21 your Honor. In that case, kinda similar issue. In that case,
22 the insurer had -- had -- a duty to defend was raised by a party
23 that believed they should have been an additional insured on a
24 policy. And the insurance company looked at their policy, and
25 this -- this -- this party had never been added as an additional

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1 insured -- additional named insured. And, on that basis, the --
2 the insured declined to defend and denied coverage. And later
3 the issue came up. Maybe there was a mistake. In that case,
4 there were some other facts that maybe this party should have
5 been an additional insured.

6 And the court there said the fact that this party was
7 not named on the policy as an additional insured it was not
8 unreasonable for the company to have relied on that in their --
9 in their declination of coverage. And I think we have a similar
10 situation here.

11 Just like the Declaration pages in the *Turk* case did
12 not have an additional insured name; in this case the
13 Declaration pages for both the June '07 policy and the July '07
14 policy on their face did not cover the date of loss.

15 I think it's a very comparable situation. It's
16 substantially similar. And I think my client made the same
17 reasonable reliance that the client -- the insurer in *Turk* did
18 in assuming that if I don't have a policy declaration page that
19 shows a term in force when this accident occurred -- I mean,
20 we're not talking about an issue over whether an insured had
21 permission, you know, or whether or not an add- -- you know, a
22 driver was -- was operating an insured vehicle. We're not
23 talking about that kind of issue here where there could be a lot
24 of factual interplay.

25 This is -- if this comes down -- if plaintiff is proved

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1 right on the coverage issue, it's a legal issue. And I don't
2 think there was anything my client did to foresee the defenses
3 raised here. And I think they reasonably relied on their
4 policy. I don't think any of us -- I don't think a reasonable
5 mind could disagree that when my client looked -- when this loss
6 came in and they had a policy that had expired and they had a
7 rush -- a payment rushed two days after the loss to start a new
8 policy, I don't know how a reasonable mind could find that to be
9 unreasonable for them to not -- to not have found coverage.

10 And, for that reason, I think, your Honor can -- even
11 if you found coverage on one of the issues plaintiff raises, I
12 think you could still decide as a matter of law there was no bad
13 faith here. And, in fact, my client -- this case screams out
14 for it because it's a slippery slope.

15 If a -- if an insurer can't look at their policy
16 declaration pages and based on the policy term not being in
17 force deny a claim, you know -- you know, it really -- at that
18 point we might as well just tell insurers: Forget about it.
19 You -- you -- you know, whether they pay, whether they don't
20 pay, you know, you're stuck. I mean, there's no sense in even
21 having a policy term then. This is really -- this gets down to
22 a real basic area of contract law.

23 And I know there are presumptions and public policy for
24 insurance coverage. And certainly this little girl was injured
25 and -- and nobody wants that and certainly nobody wants to leave

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1 someone in the lurch. But, at the same time, my client has to
2 be able to rely on their contract and on their insureds
3 making -- making payments and complying with basic, basic terms.
4 And for -- should this Court not think that -- find that as a
5 matter of law they couldn't rely on -- on their -- on their
6 Declaration pages I think would be inherently unfair and set up
7 a situation where an insurer really would never know, really
8 never have any security in their contract or its language.

9 You know, were this a situation where the -- the
10 plaintiff had somehow claimed that there was a mistake in the
11 Declaration pages or an ambiguity there that might be a
12 different story. But we're not talking about that. And we all
13 agree, according to United Auto, the policy expired; the other
14 policy incepted after the loss. The question is over the
15 meaning legally of a renewal notice that -- that -- that
16 plaintiff argues is ambiguous. And I don't think that's
17 something -- I think reasonable minds looking at it I don't
18 think you could say that my client could foresee that.

19 Based upon that, I -- I think this Court can find that
20 there's no extra-contractual liability as a matter of law. And
21 I think that's really what gets to the heart of this case, your
22 Honor. You know, we know -- we've asked our -- our -- our third
23 and fourth portions of our case were to bifurcate this and
24 finally to allow us leave to amend. You know, we know now from
25 interrogatory answers and depositions that Mr. Lewis was in

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1 contact with the plaintiffs' attorney days after this accident.
2 He also were -- were friends with the plaintiffs.

3 THE COURT: I thought that Mr. Nalder got a judgment
4 against Mr. Lewis for three-and-a-half million dollars; is that
5 right?

6 MR. DOUGLAS: Oh, yes.

7 THE COURT: And who represented Mr. Nalder?

8 MR. DOUGLAS: Plaintiffs' counsel.

9 THE COURT: Okay.

10 What you're telling me that -- that Mr. Lewis got in
11 touch with plaintiffs' counsel days after this --

12 MR. DOUGLAS: Yes. It's --

13 THE COURT: -- even --

14 MR. DOUGLAS: -- it's both in his interrogatory
15 responses, which we've -- we've attached, as well as his
16 deposition testimony. Plaintiff counsel will freely admit it.

17 THE COURT: And, in spite of that relationship, got a
18 judgment against Mr. Lewis?

19 MR. DOUGLAS: Oh, yes.

20 And then they filed this suit, your Honor, without an
21 assignment. The assignment was presented to us at the Motion to
22 Compel hearing in February of this year.

23 THE COURT: I -- I observed that.

24 MR. DOUGLAS: So, your Honor, this really gets to the
25 heart of this case. And, you know, what this is about is not

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1 just the -- you know, the -- the -- plaintiff can argue about
2 the coverage issue. But even -- but I think reasonable -- I
3 think there was a reasonable dispute, at least, over the
4 coverage. And what plaintiffs' really after here is bad faith
5 so he -- so they can try and execute on this potentially
6 collusive \$3.5 million judgment.

7 And that's why our final portion of our motion would be
8 that should all of our other relief be denied we ask this Court
9 to allow us leave to amend, to add common law jeopardy against
10 plaintiffs' firm, to add collusion as a defense to my client, to
11 add lack of notice, to add noncooperation because I think that's
12 what's going on here. My client didn't know about any of this
13 until this case.

14 THE COURT: Tell me: What is the status of discovery?

15 MR. DOUGLAS: Discovery is closed, your Honor. That's
16 why we --

17 THE COURT: And did it --

18 MR. DOUGLAS: -- filed this --

19 THE COURT: -- we -- maybe we didn't act quickly enough
20 on it -- but did it cover issue -- from what you're telling me
21 it covered issues of bad faith as well as the contractual
22 obligation; is that right?

23 MR. DOUGLAS: Yes. Our discovery covered -- plaintiff
24 took -- as -- as you can see from the briefs, plaintiff took a
25 tremendous amount of depositions and -- and basically focused on

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1 the bad faith but also the coverage issue. We did not --

2 THE COURT: So that it's -- the -- a bifurcation of
3 discovery is moot.

4 MR. DOUGLAS: Bifurcation of discovery is moot. We
5 would still ask this Court to bifurcate any -- if this were to
6 go to trial, to bifurcate the coverage issue from the bad faith
7 because I think there's no need to hear about Ms. -- the young
8 girl's injuries or the judgment against Mr. Nalder or any of
9 those types of things should we try the coverage issue because I
10 think that would just be inherently prejudicial to my client
11 given that you have a minor that was injured and -- and I really
12 don't think it has anything to do with the coverage issue. I
13 mean, this -- this could have been anything from a scrape to a
14 terrible injury, you know, and it really doesn't change the
15 coverage issues.

16 But, in terms of the issues we are asking -- we sought
17 leave to amend, we did not get into discovery on that because I
18 was hoping this Court would grant the motion. I did not want --
19 I was -- I did not want to seek discovery on issues that we had
20 not yet pled.

21 THE COURT: The -- if discovery were reopened on the
22 Amended Complaint, it would be limited to the issues raised in
23 the Amended -- new issues in the Amended Complaint?

24 MR. DOUGLAS: That -- that -- that would be correct,
25 your Honor.

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1 THE COURT: All right. We'll hear from you again
2 before we finish but be sure you've touched all the bases you
3 want.

4 MR. DOUGLAS: Okay. I -- I -- I think I have, your
5 Honor. If there's any questions, other questions, that your
6 Honor would like me to answer, I can either do that now or we
7 can save that for any reply time.

8 THE COURT: There'll be nothing more beyond today.
9 We'll take this under advisement and we intend to issue a
10 written order on this case. But we'll hear from you again
11 before we --

12 MR. DOUGLAS: Yes. Thank --

13 THE COURT: -- stop.

14 MR. DOUGLAS: -- thank you, your Honor.

15 THE COURT: Come forward, Mr. Sampson, please.

16 MR. SAMPSON: Thank you very much, your Honor. And
17 good afternoon. If I can have just a moment.

18 I want to go through the points and particularly the
19 questions that your Honor raised.

20 THE COURT: Let's see now. Looking at the renewal
21 statement --

22 MR. SAMPSON: Yes, your Honor.

23 THE COURT: -- it says in there, at least twice:
24 Renewal amount, \$134; no later than June 30th, '07.

25 MR. SAMPSON: Yes, your Honor, that is the due date.

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1 THE COURT: Down at the bottom it says: Due date,
2 6-30-07; amount due, \$134.

3 MR. SAMPSON: Yes, your Honor.

4 THE COURT: Would you say that a reasonable person
5 could read the renewal statement to indicate that the payment
6 was due June 30th?

7 MR. SAMPSON: Well, they could certainly read it that
8 the payment was due June 1st, but they certainly would not be
9 obligated in reading it and saying if you don't pay by the due
10 date we're going to lapse your coverage. Those are two very
11 separate things.

12 You know, rent may be due by the 5th. But you're not
13 gonna be evicted from your home if you miss your payment on the
14 5th. A heating bill or an air -- an electric bill or water bill
15 could be due on the 1st. They are not going to cut your power
16 or cut your water if your payment's missed on the 1st.

17 And so the due date, the date by which your creditor
18 wants his money, is one thing; the date by which your creditor
19 is going to take steps if it's not due is something entirely
20 different in almost any circumstance involving a bill.

21 So when Mr. Lewis looked at this and said they want the
22 money by this date but they've told me that if I pay by this
23 other date I won't have a lapse in my coverage is absolutely
24 reasonable. And the only question -- and certainly -- and
25 I'm -- I'm intrigued by your Honor's statement that -- that your

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1 Honor and your clerk had had different views on this -- on this
2 exact same statement.

3 The question is: Can reasonable minds differ on what
4 that means? Could someone read it and say: They are going to
5 lapse me if I don't pay it by the due date? Potentially. But
6 could someone also read it reasonably and say they're not going
7 to lapse me as long as I pay by the expiration date that's right
8 on the face of the document, which is the end of the month.

9 THE COURT: You know, you think, though, that -- I just
10 want to test this thought -- to avoid lapse in coverage, on the
11 one hand, it says payment must be received prior to expiration.
12 But it says renewal amount, due date, June 30, no later than.

13 Due date, June 30. To me it indicates you're not gonna
14 get whatever you're buying unless you pay it on that date.

15 Is -- is that a fair argument?

16 MR. SAMPSON: I don't -- I don't believe so, your
17 Honor. Again, because when you say "expiration" and the only
18 other place on the entire face of the document where it says
19 "expiration" says "July 31st" --

20 THE COURT: You don't think a reasonable person might
21 read it as I've stated? It would have to be somebody out of
22 their mind?

23 MR. SAMPSON: I think it would -- it's a potential
24 reasonable interpretation of the language, your Honor. However,
25 again, the point is could reasonable minds differ on what that

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1 language means? And I disagree with the notion that -- that if
2 you read it as to say they want their money by this date but
3 they are not going to lapse me unless I miss this subsequent
4 expiration date is also a perfectly reasonable interpretation of
5 that -- of that document.

6 And the point is -- and it's raised in the -- I believe
7 it's the -- I had written done the *Winckler* case -- that the
8 language of the policy is construed most strongly against the
9 insurance company and liberally in favor of the insured and
10 broadly interpreted to afford the greatest amount of coverage.
11 And so, when you read it with that understanding and you say,
12 yes, are there two potential understandings of this document --

13 THE COURT: Stop for just a minute. (Pause.)

14 Go ahead, please.

15 MR. SAMPSON: Okay.

16 THE COURT: Pardon the interpretation.

17 MR. SAMPSON: It's the -- it's the *Winkler* -- I can
18 pull the exact cite, but I don't know what the... *Hartford Ins.*
19 *Group v. Winkler*, 89 Nev. 131.

20 The Nevada Supreme Court's speaking and saying:
21 "[c]ontracts of insurance are always construed most strongly
22 against the insurance company. Stated another way, a policy of
23 insurance is to be construed liberally in favor the insured."

24 I don't even think you need to construe this liberally
25 as in perhaps it was your clerk that was the one that read it

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1 differently and said this appears to be --

2 THE COURT: I'm not gonna tell ya which of us --

3 MR. SAMPSON: And that's --

4 THE COURT: -- interpreted --

5 MR. SAMPSON: -- fair, your Honor.

6 THE COURT: -- which way.

7 MR. SAMPSON: I understand.

8 But the -- and I think -- if there was ever a situation
9 where reasonable minds differed, I think a federal judge and his
10 clerk could be deemed as two individuals with reasonable minds
11 that differed on a point which makes it ambiguous. And, as we
12 all know, any ambiguity is construed strictly against --

13 THE COURT: Now -- now take that over to this theory of
14 genuine dispute over coverage.

15 MR. SAMPSON: Okay. I -- I'd be happy to address that,
16 your Honor.

17 And that comes, I think, not from any case from more
18 than 15 or 20 years ago but from the *Miller v. Allstate* case
19 just a few years ago -- I believe in 2009 -- where the Court
20 specifically held in that case that what is and is not bad faith
21 "has not yet proven susceptible to definitive legal definition.
22 [And that] An insured's 'good faith' is essentially a matter of
23 fact."

24 And so the question of did they have a genuine
25 dispute -- even at present, your Honor, UAIC has never offered

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1 the \$15,000. Even as of right now, UAIC has never sent a
2 reservation of rights to Mr. Lewis; never procured independent
3 counsel for him; never procured any counsel to look into this
4 from -- from outside with independent eyes to make an assessment
5 of is this --

6 THE COURT: Well, don't you --

7 MR. SAMPSON: -- language truly --

8 THE COURT: -- think that -- again, for argument here
9 to probe this a little bit deeper -- that the insurance company
10 had a leg to stand on just by reference to what the renewal
11 statement said, that is, that -- that it was not unreasonable
12 for them to conclude that there was no coverage?

13 MR. SAMPSON: Well, and -- and that's -- that's not the
14 distinction in -- in the case. It's a question of did they
15 consider their insured's rights equally with their own rights.
16 And case law from *Landlow* [sic] to -- to *Miller v. Allstate* --

17 THE COURT: Well, I realize there's a lot of law on
18 that, volumes and volumes.

19 But one of my problems here is looking at the renewal
20 statement. Again, for the sake of argument, it looked like it
21 wasn't unreasonable to read it the way the insured's company
22 read it. And the -- it would be based on what -- the wording of
23 the renewal statement or the policy, that would be the
24 reference, which is undisputed. The -- the renewal statement,
25 nobody disputes what it says.

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1 Tackle that argument now.

2 MR. SAMPSON: Sure, your Honor.

3 And, again, the point is not is that a reasonable
4 understanding -- is that a reasonable interpretation of the
5 language. The point is, is in interpreting, in interpreting
6 that language did UAIC consider its insured's interests equally
7 with its own interests.

8 And all of the discovery that's been done and all of
9 the testimony and evidence in this case is they never once --
10 and I asked the person most knowledgeable from UAIC and I asked
11 the individual in charge of underwriting and the individual in
12 charge of handling, all of them -- were any steps taken to
13 consider this other interpretation, to consider whether this was
14 ambiguous, and consider whether in fact there was coverage. And
15 the answer was no, we did nothing; no steps were taken anywhere.
16 And that comes from our expert report from Mr. Miller that talks
17 about an insurance company's obligation to consider --

18 THE COURT: Is that transcript offered as evidence?

19 MR. SAMPSON: The -- yes. We had -- and I'll -- I can
20 find -- it was in our supplement, the transcripts of -- of
21 Danice -- Janet Cook; Danice Davis; and the PMK, which was also
22 Danice Davis.

23 THE COURT: And you gave lines and -- and you gave us
24 the actual testimony, did you?

25 MR. SAMPSON: I don't know that I -- let me take a

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1 look.

2 On that particular point in terms of -- of what was
3 done, I don't know --

4 THE COURT: Just --

5 MR. SAMPSON: -- that that was --

6 THE COURT: -- I'm looking --

7 MR. SAMPSON: -- specifically addressed.

8 THE COURT: -- at the evidence that we would consider
9 in considering the summary judgment motion --

10 MR. SAMPSON: Yes. And the --

11 THE COURT: -- which would have to be something you
12 present to us --

13 MR. SAMPSON: Right. The -- the --

14 THE COURT: -- in some admissible form.

15 MR. SAMPSON: -- the transcripts were produced. The
16 Watson deposition was Exhibit No. 3. The --

17 THE COURT: Now, does the summary judgment motion say
18 so-and-so said so-and-so; see attached deposition; and so on?
19 Is that the way it's presented?

20 MR. SAMPSON: We -- we attached the transcripts. I
21 don't know that this particular -- because I didn't anticipate
22 the -- the Court's question on this -- on this issue -- I don't
23 know that we specifically in the motion, in the supplement --
24 because, first of all, it's not referenced in the opposition at
25 all because the motion was filed before those depositions were

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1 taken. We do reference those depositions in the supplements
2 where we mention, again, the testimony that was given and
3 specifically that there was no denial at any point in time that
4 they never sent any type of cancellation and that -- and in fact
5 even the testimony of the --

6 THE COURT: Well, I don't know that sending a
7 cancellation would move me on that.

8 But what -- what is the evidence, one way or another,
9 about whether they -- they waived this from the insurance --
10 from the insured's interest viewpoint if -- if they did have an
11 obligation to do that? Is there evidence of that?

12 MR. SAMPSON: There's absolutely no evidence that they
13 ever weighed it from the insured's perspective.

14 THE COURT: Or vice-versa?

15 MR. SAMPSON: Well, there is testimony in the
16 depositions -- and, again, the Davis deposition is Exhibit
17 No. 1 -- and there is absolutely testimony in her deposition
18 transcript that in fact they never considered -- they never did
19 anything to -- to review these other potential interpretations
20 of the contract.

21 THE COURT: Stop for a minute, please.

22 (Pause in the proceedings.)

23 (Discussion between the Court and the law
24 clerk.)

25 THE COURT: Go on, please.

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1 MR. SAMPSON: Sure.

2 And the reference is on page -- it's -- we mention that
3 the policy was simply cancelled with no notice given to
4 Mr. Lewis. There's no grace periods. There were no steps
5 taken. And that's in the Davis deposition, page 37, line 16 to
6 23, and also on page 77, line 22, where I did reference a
7 portion of the testimony.

8 THE COURT: Let's see now. I'm looking at this on my
9 screen.

10 There was no notice given to Mr. Lewis.

11 MR. SAMPSON: Correct.

12 THE COURT: I don't see that as indicating that they dd
13 not -- had not considered his interest.

14 MR. SAMPSON: Well, and, again, I don't know that that
15 particular point was addressed in the -- well, this is -- this
16 is in our supplement. So I don't know that it was specifically
17 addressed in their motion. And, again, I did not anticipate
18 the -- the question from the Court on this particular point.

19 THE COURT: That's -- I understand that.

20 MR. SAMPSON: But -- but there has certainly been -- it
21 would be, as the *Miller v. Allstate* case holds unequivocally, it
22 is a question of fact and there's never been -- whether or not
23 there would a genuine dispute, whether or not you --

24 THE COURT: Well, let's see. It's a question of fact.
25 But if there -- if a certain thing is factual and it's not

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1 disputed, then there's no genuine issue of material fact. And
2 so am I -- can I just look at policy or the renewal statement
3 which are not disputed? What they say is what they say. Can
4 you get around that if I looked at it and said this is
5 ambiguous? Furthermore, it's not unreasonable to read this
6 renewal statement to indicate you had to make the payment if you
7 wanted to get the policy and there -- there's no coverage. Is
8 that a right -- a correct approach or is that off base?

9 MR. SAMPSON: I believe it is off base respectfully,
10 your Honor.

11 And, again, first of all, I think any general --
12 genuine dispute doctrine arises in first-party bad faith claims
13 where the actual customer of the insurance company is saying I
14 need payment for this loss or that loss and the insurance
15 company says no or we're only gonna pay a portion or we're gonna
16 discount this part of your claim and it turns out subsequently
17 that they are wrong but they had some legitimate reason for
18 disputing or not paying that portion of the claim in the
19 first-party situation. And that's just from general contract
20 law.

21 In this third-party circumstance, it's extremely
22 different. And this is why we -- and this is when we quoted the
23 Crisci case, which I believe is from California, but also
24 Landlow [sic] and some of these other cases that talk about a
25 claim brought against the insured by a third party.

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1 And, in that scenario, we had a situation where
2 Mr. Lewis had a claim brought against him and his insurance
3 company was told we will settle that claim against Mr. Lewis,
4 resolve it completely, if you'll pay the policy limits and get
5 the claim resolved. At that point, UAIC took the position there
6 is no coverage. That's a decision that UAIC made.

7 As a result of that decision, judgment was subsequently
8 entered in court without Mr. Lewis's involvement. There's been
9 absolutely no evidence presented of any collusion whatsoever. I
10 spoke to the man when -- when he was first -- when we first
11 realized he was the defendant in the case to try to find out
12 whatever insurance is there. There's been no evidence of any
13 deals or -- or anything at all that's gone on in the case.
14 There were discussions, as there would be with any defendant,
15 before we find out what insurance is available. And certainly
16 if we find out that the insurance company is claiming that there
17 is no coverage whatsoever I would certainly call the defendant
18 and let him know that. There's nothing wrong with -- there's no
19 collusion or any -- any improper dealings going on with just
20 telling the defendant, telling the insured, your insurance
21 company says there is no coverage.

22 A lawsuit was filed. Mr. Lewis was served. There was
23 no answer on his behalf. UAIC was told about the fact of the
24 suit, took no steps to try to answer on behalf or try to defend
25 him under some kind of reservation of rights, which is further

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1 evidence of them not considering his interest in the case and
2 making this snap decision and not weighing both sides equally.
3 And, as a result of UAI's decision, a \$3.5 million judgment was
4 subsequently entered against Mr. Lewis.

5 Now, who should take responsibility for UAIC's decision
6 to not resolve that claim? Certainly --

7 THE COURT: Well --

8 MR. SAMPSON: -- not Mr. Lewis.

9 THE COURT: -- if you've got anything else to offer on
10 this genuine dispute doctrine, I --

11 MR. SAMPSON: Well, that is the point of the -- of the
12 genuine dispute, it would apply in a first-party situation.
13 But, when you have a situation where an insurance company is
14 told we will resolve the case and the insurance company makes up
15 its mind that it won't resolve the case and as a result its
16 insured is now exposed to an excess verdict --

17 THE COURT: Well, does that really mean that there's no
18 genuine dispute over coverage?

19 MR. SAMPSON: Well, it wouldn't -- it wouldn't matter
20 if -- if the insurance company -- and I think the -- was it the
21 *Crisci* court that talked about the -- the insurance company can
22 make whatever gambles it wants with its own money but it's not
23 gonna gamble one dime of its insured's money. If it's gonna
24 make that choice and say we look at this -- and I'm assuming --
25 and, again, there's been absolutely no evidence presented that

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1 they ever did look at it from the insured's perspective. Not
2 one shred of testimony presented that they ever even considered
3 it from the other side and said, look, we're supposed to --

4 THE COURT: Or --

5 MR. SAMPSON: -- look at this --

6 THE COURT: -- either way; is that right?

7 MR. SAMPSON: No. They certainly looked at it their
8 own way.

9 THE COURT: No, no.

10 MR. SAMPSON: They --

11 THE COURT: What's the evidence of that?

12 MR. SAMPSON: Well, the -- the simp- --

13 THE COURT: Just because of --

14 MR. SAMPSON: -- well, and you're --

15 THE COURT: -- what eventually --

16 MR. SAMPSON: -- right.

17 THE COURT: Stop.

18 Just because of what eventually happened? Or what is
19 there to show that they did not consider the insured's interest
20 assuming that they had an obligation to do so?

21 MR. SAMPSON: Well, and that is the -- the point.

22 There is absolutely no evidence that they considered his
23 interests whatsoever.

24 I -- I can't prove a negative. I can't prove Bigfoot
25 doesn't exist. I can't prove that they -- what I can -- what I

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1 obligation on the part of the insurance company is to take all
2 steps -- or to take all steps to defend the insured until the
3 question of coverage is fully resolved.

4 And now to stand here two years later and have it
5 potentially -- as it seems to be quite clearly ambiguous --
6 potentially, depending on the Court's ruling, decided as a -- as
7 a matter of law -- as they said, if -- if it is ambiguous, they
8 have to concede the coverage question. Well, if it's clearly
9 ambiguous, if there's no question that it can read two different
10 ways and then they have to now concede of their own volition now
11 the coverage issue, they can't say yes, but two years ago it was
12 obvious. Now we're conceding it, that we're wrong, but two
13 years ago it was clear to us that --

14 THE COURT: Well, I don't --

15 MR. SAMPSON: -- that it went this other way.

16 THE COURT: -- they conceded that we're wrong; they
17 conceded that there was a dispute that, and that -- that is,
18 that the wording was ambiguous.

19 MR. SAMPSON: Sure.

20 THE COURT: I don't think they are even saying that --
21 agreeing to that. But I gave that to them as kind of a
22 hypothetical that -- that if we found it was ambiguous where
23 would the case go and they said we'd have to concede the
24 coverage then according to the contract.

25 But dig a little bit more into this for me on this

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1 genuine dispute over coverage, the idea of the company --
2 insurance company having to consider it from the insured's
3 viewpoint and where the burden of proof of that is. You say
4 Mr. Miller reviewed the file and said that they had not
5 considered --

6 MR. SAMPSON: Correct. There's absolutely no evidence
7 of them ever taking any of the steps necessary to -- again, you
8 want to do -- you want to send your insured a reservation of
9 rights --

10 THE COURT: And he's basing on that on finding nothing.
11 Does he -- is there anybody -- an insurance company,
12 I'm sure, is never gonna say we're not going to consider your
13 interest -- but is there anything beyond just a negative to
14 reach that conclusion.

15 MR. SAMPSON: As I addressed previously, yes, the
16 testimony of -- of Danice Davis, the PMK, that very likely is
17 not specifically referred to in the briefs but the transcript is
18 attached as an exhibit.

19 THE COURT: You have to make reference or we can't
20 consider it. You -- you'd have to say I'm relying on this here.
21 And I'm taking it from your statement that that's not presented
22 that way.

23 Well, go on. Give me some more -- give me some more
24 shot at where that burden of proof lies or whether Mr. Miller's
25 opinion is a sufficient showing that they didn't consider the

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1 insured's interest.

2 MR. SAMPSON: Certainly, your Honor.

3 When Mr. Miller takes the witness stand and says the
4 obligation, and -- and via his report has -- has in a sense done
5 so, and says the obligation on an insurance company facing this
6 particular situation would be to send out a reservation of
7 rights letter; provide cumis counsel potentially; get coverage
8 counsel involved; and take a long, hard look at this document
9 and consider both sides -- and he's now established the standard
10 for the insurance company -- then when we says they did none of
11 that, there is absolutely no evidence that any of that was done,
12 that is a breach of the standard. And that is not some genuine
13 dispute.

14 THE COURT: That's a little bit different from saying
15 that they never considered the interest. They -- they took
16 certain steps which were negative to the insured. But did they
17 say -- is there anything in there to show that they never
18 considered the interest?

19 They took steps against the insured. They failed to do
20 things that were expected. But --

21 MR. SAMPSON: Correct.

22 THE COURT: -- that doesn't necessarily infer in my
23 mind, at this point, that they'd never considered the insured's
24 interest.

25 MR. SAMPSON: Well, your Honor, I -- I'm certainty not

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1 ever going to find a smoking-gun memoranda where they say we are
2 not going to consider Mr. Lewis's stance on this. And, if I
3 have to present that, then there's no sense in even having a
4 cause of action for bad faith because no insurance company would
5 be foolish enough to generate such a memoranda. All I'm left
6 with is looking at the file, talking to witnesses, was anything
7 done -- looking for anything that was done to consider
8 Mr. Lewis's position on this, and to see the answer is no.

9 Additionally, your Honor, it's worth noting -- because
10 one of the claims made by UAIC was this didn't come up until
11 recently. Well, it's been a part of this litigation for quite
12 some time and yet still they've never offered the \$15,000; still
13 they've never come in and said we concede this is ambiguous;
14 we've looked at it now from both sides.

15 There's still been no coverage counsel; there's still
16 been no cumis counsel. Nothing's gone on at all that we can
17 see -- and there's been no evidence presented -- that a single
18 step's ever been taken to consider the interests of the other
19 side.

20 And, again, if -- if plaintiff is left with, you know,
21 you're gonna face summary judgment unless you can show me a
22 memoranda where they say we admit we're not gonna look at this
23 from -- from our insured's perspective, then we're only gonna
24 have summary judgment on any -- on any bad faith case that's
25 ever brought up because, again, an insurance company would never

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1 be foolish enough to do that.

2 What we can say is: We've looked at the file. There's
3 no evidence they ever did anything. And I think at this point
4 the burden would shift to UAIC to show what, if anything, was
5 done. And there's been absolutely no evidence that any steps
6 were considered. And, again, the -- the deposition of the
7 witness testimony was that's -- there were no --

8 THE COURT: Let's see now. Just -- I want to give you
9 a full chance to explore it. I think it's a very critical part
10 of this case.

11 The fact that they took certain steps negative to the
12 insurance -- insured you infer from that that they never
13 considered the insured's interest or read it from the insured's
14 viewpoint?

15 MR. SAMPSON: The fact that --

16 THE COURT: Is that the inference you have to make?

17 MR. SAMPSON: The fact that they never took the steps
18 plus the absence of any evidence that they in fact did consider
19 it from Mr. Lewis's viewpoint.

20 There -- there's no other conclusion to reach when
21 there's no such evidence to say, you know, that -- there's no
22 evidence they ever considered it from Mr. Lewis's standpoint.
23 They took steps adverse to him indicating they -- and quickly.
24 Right outta the gate -- there's certainly no time to -- to
25 procure counsel and get an assessment and try to -- to

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1 reasonably consider it from both sides.

2 There's simply -- the -- right outta the gate in
3 response to the first letter from myself and from
4 Mr. Seegmiller, who also brought a claim on behalf of Cheyanne's
5 mother, were told point blank: There's no coverage. It's over.
6 It's finished. And there's no evidence that equal consideration
7 was given.

8 And, again, there -- there -- there seems to be no
9 questions that this language is at best ambiguous. But it would
10 seem to me, with all due respect to your Honor, if it says pay
11 before the expiration date and you're not gonna have a lapse and
12 there's only one other place on the face of the document where
13 "expiration date" appears, there is no genuine dispute about
14 that. When you tell someone you've got to pay by the expiration
15 date and here is the expiration date, there's no genuine dispute
16 as to whether there's some other date by which you're going to
17 lapse them.

18 Now, is there a date by which payment is due and by
19 which point in time turn them over to creditors or start taking
20 steps? Absolutely. But not to lapse them. There's only one
21 deadline and the stars and the all capital letters and the top
22 and the bottom, none of that ever is tied to lapse; it's only
23 tied to this is the date we want the payment. Lapse is only
24 tied to expiration date and the only expiration date is the end
25 of the month.

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1 Now that coupled with the fact that they specifically
2 advised Mr. Lewis in May you can pay after the policy incepts
3 and we will still cover you from the date of your policy
4 indicates a clear understanding on behalf of Mr. Lewis. I think
5 there's -- there really -- how could you read that any other way
6 then they are not going to lapse me if I don't pay by the due
7 date?

8 They had told him in May specifically: You don't have
9 to pay by the due date. You don't have to pay it by the time
10 the policy starts. You can pay up to, I think, a week and a
11 half later if you -- if you'd like to.

12 Now, the fact that he went --

13 THE COURT: They never did renew any policy except the
14 one that I explored with Mr. Douglas. They always renewed the
15 policy on the date the payment came in, didn't they?

16 MR. SAMPSON: That's what the documents seem to
17 indicate. However, Mr. Lewis advised in his -- that that was
18 not his understanding and -- and Mr. Douglas is aware of this --
19 that his understanding was they would just -- I -- I'm not
20 seeing the cuffs and --

21 THE COURT: I don't see how --

22 MR. SAMPSON: -- collars match --

23 THE COURT: -- he could have an understanding like that
24 when the renewals were as of the date the payments were made.
25 And tell me what his understanding was.

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1 MR. SAMPSON: Well, because again -- his understanding
2 was that he was making his payments and they were renewing him,
3 just like the documents from UAIC all say. They're not writing
4 him new policies; they are not stopping an old policy and
5 starting a new one.

6 And I did refer specifically to the PMK's transcript
7 where she said -- where she said point blank: This is the same
8 policy. We're just issuing new terms.

9 Now, that is by definition, your Honor, a midterm
10 cancellation then if they want to stop him and lapse him
11 sometime in the early part of July. And we have the statute
12 directly on point, Section .320 of NRS 686 -- 7B says if it's a
13 midterm cancellation that cancellation is not valid --

14 THE COURT: They don't --

15 MR. SAMPSON: -- for the 10 days.

16 THE COURT: -- feel like midterm cancellations since
17 they were always on a monthly basis. Isn't that right?

18 MR. SAMPSON: Well, the payments were due on a monthly
19 basis. But, as we noted in our supplement -- Danice Davis
20 herself testified -- it's all one policy. These are new terms
21 of the same policy --

22 THE COURT: That's in the one occasion.

23 But, through the course of conduct between the parties,
24 it looks like they were just monthly policies issued. Is that
25 wrong?

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1 MR. SAMPSON: That's what it looks like. But the PMK
2 has testified that's not the case. She testified -- and I can
3 take you directly -- we cited in the brief page 36, line 15, of
4 her deposition -- it's "A new term of the same policy, it's just
5 the next term." She there mentions it multiple times.

6 And, in our supplement, we actually referenced it --

7 THE COURT: Well, now, if I have a policy with State
8 Farm and it's, say, six months and the -- and I don't -- I don't
9 make my payment for the second -- I make a payment from
10 January 1st to June 30 but I don't pay for the next term, July 1
11 to December 31, am I covered unless there's some kind of a
12 notice given?

13 MR. SAMPSON: Absolutely, your Honor. Absolutely.

14 THE COURT: On what --

15 MR. SAMPSON: And --

16 THE COURT: -- basis would that be?

17 MR. SAMPSON: And that is on the basis of NRS -- let
18 me... (pause.) That'd be 686B.340, your Honor.

19 And that is the gaping -- you have to keep in mind:
20 All of the financial responsibility rules are written in such a
21 way that they are all shored up. There's always: You have to
22 give notice. You can't cancel without notice. All of the case
23 law says it's all to be read expansively in a way to broadly
24 interpret, to always try to find coverage to the greatest extent
25 possible. And yet UAIC would come in and say, in all of this,

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1 they left a huge loophole and the loophole is, if the mailman
2 loses your check in connection with the renewal, you get no
3 notice and you get no coverage.

4 THE COURT: Now here, the argument, as I understand it,
5 the other side of this .340 proposition, is that they wanted to
6 renew; he just didn't make the payment to renew it.

7 MR. SAMPSON: Right, your Honor.

8 And the problem with that assessment is if you read --
9 and it's the plain language -- it's -- it's not even -- again,
10 this statute per the case law is to be read expansively, broadly
11 to the greatest extent possible to afford coverage. But you
12 don't even have to do that; you just need to look directly at
13 the language.

14 A policyholder has a right to have their policy
15 renewed. Not a right to have an offer to renew, not a right to
16 be given a chance to pay a premium and get a renewal, they have
17 the right to have their policy renewed.

18 And then it says in the closing section: Insurance
19 company, you need to send a notice of intent to not renew.

20 And if -- and I'm reading -- quoting directly from the
21 statute now -- "If an insurer fails to provide a timely notice
22 of nonrenewal, [then] the insurer shall provide the insured with
23 a policy of insurance on the identical terms [of] the expiring
24 policy."

25 They don't provide an offer for a policy. They don't

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1 provide -- provide -- they are not required to provide a renewal
2 opportunity. They are required to provide a policy of insurance
3 for the next term equal to the terms of the expiring policy.

4 And it's interesting that this exact same verbiage is
5 used in NRS 687B.320 that talks about "Midterm cancellation" and
6 says no insurance policy that has been renewed can be cancelled.
7 Again, they are talking about you have to provide the policy and
8 that policy cannot be cancelled for nonpayment without a 10-day
9 notice if it's been renewed.

10 And so, yes, in your circumstance, your Honor, on
11 July 1st if your payment doesn't come there is an obligation
12 from me on the part of the insurance company to send -- to,
13 first of all, issue you a renewed policy under the law and then,
14 of course, naturally, cancel that policy with a 10-day notice of
15 intent to not renew.

16 And the point behind it is -- and it's extremely
17 important to understand -- there's a reason that all of this is
18 shored up so be perfectly among the statutes and why it is read
19 so expansively and broadly in all of the case law and it is
20 this, your Honor: We can't have people for any reason driving
21 around town believing they are insured when in fact they are
22 not.

23 And the example we used in the briefing was the mailman
24 losing the check. But, for any number of reasons, an insured
25 could truly believe the payment was made. And whether it's lost

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1 in the mail or a check bounces or whether within State Farm's
2 offices the payment goes awry, for whatever reason, if in fact
3 the payment is not made but the insured --

4 THE COURT: When do you have to make the payment?

5 MR. SAMPSON: Sorry?

6 THE COURT: When do you have to make the payment? That
7 is, on my hypothetical case, I don't make the payment on
8 July 1st, am I covered till the end of the year unless they send
9 me this notice?

10 MR. SAMPSON: Absolutely. That's what the statutes
11 say. They are obliging under .340 to renew your policy. They
12 are obliged to -- and I'll quote again -- "provide [you] with a
13 policy of insurance" for that next section.

14 Now, if you don't make a payment -- as in any other
15 time -- if the payment's got made, the carrier can cancel, your
16 Honor. But they've not to follow the steps, then, for that
17 cancellation following the renewal. And it's right in the
18 statute. If it's been renewed, you've got to send 10-day notice
19 in order to get the cancellation. Otherwise, as -- as found in
20 Subsection 2., no cancellation is effective until 10 days after
21 the notice is given.

22 And so yes, your Honor. Absolutely. Like as in -- and
23 it's the same thing if you have the -- if your payment goes
24 awry -- if you don't make the payment in March -- you have a
25 January to June policy -- if you don't make the payment in

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1 March, you're still covered. You're absolutely covered. And
2 they cannot cancel you or lapse you until after they've sent the
3 10-day notice so that the person is driving around going -- not
4 knowing the mailman lost their check or that it wasn't processed
5 or that it bounced or whatever else. And they are -- they are
6 given, then, a letter saying --

7 THE COURT: That's a pretty good --

8 MR. SAMPSON: -- guess what --

9 THE COURT: -- argument. I don't want to use all your
10 time up on this.

11 MR. SAMPSON: Well, again, that -- that -- that is the
12 point. It's no different than if it was done midterm. There is
13 no loophole and caveat to all these shored up rules --

14 THE COURT: Now let me try the -- let me try out a
15 couple of ideas on the midterm cancellation.

16 MR. SAMPSON: Yes, your Honor.

17 THE COURT: It didn't feel like a midterm cancellation
18 since the policies were always monthly. What's your response to
19 that?

20 MR. SAMPSON: Well, there -- there are a couple of
21 points on that, your Honor.

22 First of all, there is evidence and it is in the form
23 of -- and I believe we provided -- I'll have to look and see.
24 It's my recollection we did cite to the testimony of Mr. Lewis
25 where he indicated it was his understanding it was a annual

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1 policy and I know we provided the statements from the brokerage
2 firm when they submitted the documents over to us. And it lays
3 out the details of the policy. It's an annual policy.

4 THE COURT: It's kinda hard for me. Looking at 'em,
5 they look like monthly policies. And, when somebody else tells
6 me it's not monthly --

7 MR. SAMPSON: Well, let me --

8 THE COURT: -- it's kinda hard --

9 MR. SAMPSON: -- I'll tell --

10 THE COURT: -- to swallow.

11 MR. SAMPSON: -- you exactly --

12 THE COURT: They look like monthly policies.

13 MR. SAMPSON: Well, let me go through and I'll read to
14 you directly --

15 THE COURT: In each case it says the -- you make the
16 payment, the insurance is renewed from May 10th whenever the
17 payment was made, a little late, to May 31. And that seems to
18 be it as far as this midterm cancellation.

19 MR. SAMPSON: Right.

20 THE COURT: Give me your argument on that --

21 MR. SAMPSON: Absolutely --

22 THE COURT: -- please.

23 MR. SAMPSON: -- your Honor.

24 And you say someone should tell you. The person to
25 tell you is Danice Davis, the PMK from UAIC. This is -- and

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1 this is under subsection C in our brief. It's from page 35,
2 line 16, forward to the following page, line 15, in her
3 deposition:

4 "Q. ... Mr. Lewis was given an opportunity ...,
5 it's UAIC's position, to have a brand new policy?

6 "A. No. He would open another term.

7 ... "What do you mean by that?

8 "A. Policy number would just go [to] another term.

9 "Q. What do you mean by 'term'?

10 "A. Being a monthly policy, being ... 30 days.

11 "Q. So it's not a new policy, then?

12 "A. No. A new policy would require an
13 application.

14 "Q. All right. Let me back up because you said
15 no. It's not a new policy, I'm correct, ...?

16 "A. Correct.

17 "Q. All right. ... in order to get a new policy,
18 [it'd] have to be a whole new application?

19 "A. Correct.

20 "... And what would that involve, if you know?

21 "A. A new application with the agent, going in
22 [to] fill out a new application" --

23 THE COURT: Well, we talk about midterm. And your
24 reference is -- that she's making is that's a new term.

25 MR. SAMPSON: Correct.

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1 THE COURT: If the new term is monthly, then how could
2 there claim to be a cancellation within the month?

3 MR. SAMPSON: Well, there never was a cancellation
4 within the month. They are trying to cancel in between terms.
5 They're trying to cancel in the middle of these terms. And --
6 and in the next few --

7 THE COURT: Well, now, but the testimony just read to
8 me said that the terms were monthly.

9 MR. SAMPSON: Right.

10 THE COURT: Go from there. If the terms are monthly --

11 MR. SAMPSON: Right.

12 THE COURT: -- there's no effort to cancel within a
13 particular month.

14 MR. SAMPSON: Right. No. It's -- it's -- the terms
15 are monthly and they try to cancel them in between terms --

16 THE COURT: So it's --

17 MR. SAMPSON: -- in between --

18 THE COURT: -- so it's not a midterm cancellation.

19 MR. SAMPSON: That is a midterm cancellation, your
20 Honor.

21 THE COURT: That's in between terms.

22 MR. SAMPSON: In the middle of the terms. Exactly.

23 THE COURT: That's in between. To me "midterm" would
24 mean "within a term." Is that say wrong analysis?

25 MR. SAMPSON: It -- it would be, your Honor. It -- it

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1 would be. It'd be in between two terms of the same policy.

2 You have one term for June; one term from July. If
3 you're gonna cancel in between those two, then you're cancelling
4 between the two terms. That's a midterm cancellation.

5 You don't have to necessarily be in the middle of one
6 term. If you're in between two terms, then you're in --
7 you're -- and it's -- it's the same thing, your Honor, if you
8 have a policy that is from January to June. Your terms of
9 payments come every single month and, if miss one of those, it's
10 a midterm cancellation at that point.

11 THE COURT: So if my term is January 1 to June 30, if
12 you try to cancel me within that period of time, you've got to
13 give me notice and so on.

14 But here, if the term is monthly, then it seemed to me,
15 the reading that I would make, means it's monthly. It's each
16 month taken by itself. To say "in between terms" is different
17 from "midterm."

18 Is that any -- analysis any good?

19 MR. SAMPSON: No. I believe -- and I can look for --
20 to see if there's a specific instruction given, your Honor. And
21 there's -- there's -- you may have a term from January to June,
22 but you also have payment terms that are due each month. And so
23 then you've got your term coming each month. And, as those come
24 due if you miss one of those terms, they are going to try to
25 cancel you. And, again, it is -- it is midterm in that

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1 circumstance.

2 THE COURT: Stop for just one minute.

3 MR. SAMPSON: Sure, your Honor.

4 (Pause in the proceedings.)

5 THE COURT: Looking -- just looking at the statute
6 itself, paragraph 1, 687B.320 --

7 MR. SAMPSON: Yes, your Honor.

8 THE COURT: -- "no insurance policy that has been in
9 effect for at least 70 days or that has been renewed may be
10 cancelled by the insurer before the expiration of the agreed
11 term or 1 year ..., whichever [first occurs], except ...:

12 "Failure to pay [the] premium when due."

13 Now, to me the agreed term is monthly. Is that any
14 good?

15 MR. SAMPSON: Well, that's what -- again, the -- the
16 policy, according to the testimony from the PMK, is for much
17 longer than one month. And then they've come up with this --
18 and, again, their initial notice was these were all separate
19 policies. That was the initial, I think, in their Answer and
20 also in the Motion for Summary Judgment. These are all separate
21 individual policies. They are completely distinct. They have
22 nothing to do with each other. The person most knowledgeable
23 testified and said, no, it's all one policy, but there are these
24 terms that are going on.

25 And, again, if it is a continuing policy, then the term

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1 would have had to begin in July at that point. And they say,
2 yes, but we didn't write that because you didn't pay. Well,
3 that's a cancellation, then, of that July term because of
4 nonpayment. And you cannot do that under the financial
5 responsibilities rules without sending a 10-day notice of the
6 intent to send that cancellation.

7 So the cans- -- they never -- they never cancelled the
8 June term. They wanted to cancel the July term for nonpayment,
9 and you can't do that without sending a 10-day notice. And
10 that's directly from the -- and I think it's the case that hits
11 it most squarely on the head.

12 THE COURT: Well, give me any other argument -- I --
13 I -- I think this is a matter I'm gonna have to give careful
14 thought to -- so give me any further pitch you've got on this
15 that you think --

16 MR. SAMPSON: Absolutely --

17 THE COURT: -- would help.

18 MR. SAMPSON: -- your Honor.

19 Let me -- let me quote you from the *Davis* [sic] case,
20 *Davis* [sic] v. Nat'l Home Life Assurance -- this is in our
21 brief -- 103 Nev. 674, "an insurance pol- [sic]" -- "an
22 insurance contract which does not provide for notice prior to
23 termination for failure to pay a premium when due, unless
24 expressly excluded by statute from the application of .320, is
25 against the public policy of Nevada and is thus unenforceable."

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1 The language we took from -- from Lisa Watson, a former
2 employee with UAIC, herself said -- said if it's -- if it's
3 nonpayment -- if you're cancelling for nonpayment, it's a 10-day
4 notice. If it's nonpayment of the premium, a 10-day notice has
5 to be given before the policy is cancelled, quote close. And
6 that's her -- that's her own deposition from Exhibit No. 3.

7 And they're recognizing it -- again, from this *Daniels*
8 case -- and they say this is the overriding concern for
9 protecting the citizens. You can't cancel a policy for failure
10 to pay unless you give the notice.

11 Now, UAIC believes it's found some way around that
12 regulation first by claiming they are all the separate policies;
13 now saying it's all one policy -- and that's fine -- but you
14 cannot cancel that policy, midterm or otherwise under *Daniels*,
15 for failure to pay unless you've given notice to the insured
16 that their payment was missed so that they are not operating a
17 vehicle under the belief the mailman delivered their check when
18 in fact he didn't and they are cancelled with no notice.

19 And, again, there's no question he had this continuing
20 policy. Because, again, the person most knowledgeable
21 specifically says -- he says, the new -- it's a new term on the
22 same policy; it's just the next term.

23 And this ties right in perfectly to -- and that is one
24 thing UAIC addressed which was, well, we have our product
25 scrutinized by the Insurance Commissioner or whatever authority

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1 we have that scrutinizes our product, of course. But that
2 tribunal, your Honor, would assume that these products are being
3 operated consistent with the financial responsibility rules.
4 And the product they offer is perfectly appropriate if they
5 follow the financial responsibility rules, specifically
6 Section .340, that says your insureds have a right to have their
7 policy renewed. You have to by right by statute renew them.
8 Not offer renewal, not give them the opportunity to buy a
9 policy, you have to renew them and provide them a policy.

10 And, if they do that, then that'd be -- then that'd be
11 just fine. They would have provided Mr. Lewis a policy for
12 July, per his right under the statute, provided him with that
13 policy, and then when the payment didn't show up cancelled him
14 then midterm, because it would have been sometime after the
15 policy incepted that they provided by right under the statute,
16 and would have been obligated to send the three -- or the 10-day
17 notice of intent to file that default.

18 They never did any of that. Their position is we have
19 found a way -- and it's even -- this is the audacity of the
20 whole thing, your Honor -- on the -- on the face of their own
21 policy it specifically says: If your check bounces, you don't
22 have a policy. So you get no notice because you never had a
23 policy in the first place.

24 And that is exactly the kind of conduct that the
25 financial responsibility rules are designed to prevent because

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1 the drafters know people are gonna bounce checks; checks are
2 gonna get lost in the mail; processing within the insurance
3 organization itself is going to have problems, especially when
4 you deal --

5 THE COURT: Is the -- looking at the wording of the
6 renewal statement, along that line, "To avoid lapse in coverage
7 payment must be received prior to the expiration of your
8 policy."

9 Is that a sufficient notice of nonrenewal?

10 MR. SAMPSON: No. A notice of nonrenewal has got to
11 come 30 days, your Honor. It says right in here it says. It
12 says --

13 THE COURT: Well --

14 MR. SAMPSON: -- unless --

15 THE COURT: -- in other words, you're challenging this
16 on the basis of the -- this notice. I'm trying to see the date
17 on it, the renewal statement.

18 MR. SAMPSON: It came, I think, out approximately two
19 weeks before the end of June.

20 THE COURT: The response to my proposal is that this
21 still wasn't 30 days' notice.

22 MR. SAMPSON: Absolutely. That's correct, your Honor.

23 THE COURT: And when did the renewal statement -- when
24 was it received?

25 MR. SAMPSON: Let me take a look. I believe I have

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1 that in here.

2 In mid June -- invoice date, June 11th, 2007 -- UAIC
3 sent this renewal statement saying we're gonna renew you from
4 June 30th to June -- to July 31st. So it was certainly sent
5 sometime -- well, it was sent on or after June 11th --

6 THE COURT: So let's --

7 MR. SAMPSON: -- of '07.

8 THE COURT: -- take it from June 11th. Is the period
9 required by the statute 30 days?

10 MR. SAMPSON: Yes, your Honor. That Section .340 says,
11 unless -- "At least 30 days ...,

12 "before the ... expiration provided in the policy the
13 insured mails or delivers to [him] a notice of intention not to
14 renew the policy beyond the agreed expiration date."

15 And so if their plan was we're not going to renew
16 you --

17 THE COURT: Okay. That answers that.

18 Go ahead with anything --

19 MR. SAMPSON: All right.

20 THE COURT: -- else you want to add here.

21 MR. SAMPSON: On that particular point, let me take a
22 look here really quickly, your Honor.

23 Again, there is absolutely no dispute Mr. Lewis had a
24 policy in June. There's -- no one's questioning that at all.
25 In June of 2007 -- from May 29th to June 29th, Mr. Lewis had a

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1 policy with UAIC. The statutes require that that be renewed
2 upon its expiration, that a new term, that a new policy with the
3 identical terms of the expiring policy be provided and renewed
4 for Mr. Lewis.

5 Once that was renewed, if they wanted to cancel him
6 subsequently so he would have that policy from -- it'd be from
7 June 30th until July, I think, 30th or 31st -- he then by right
8 by statute has that policy. If they want to cancel him because
9 he doesn't pay, they can certainly do that in the middle of that
10 July term, but they've gotta send him a notice and the
11 cancellation isn't good until 10 days later.

12 Well, 10 days -- even if he'd never made -- even if
13 they'd sent the notice the day the payment didn't arrive, the
14 effect -- it would not be effective until June 9th or 10th -- or
15 I'm sorry -- July 9th or 10th, which is after the subject
16 automobile -- the subject -- yeah, it was his truck versus --
17 versus motor -- or I'm sorry -- a truck versus a little girl
18 playing in a -- in a sandbox in her home.

19 And I thought the incident was on July 7th, although
20 Mr. Douglas has indicated perhaps it was on July 8th. I was
21 looking to see if I indicated that, and I don't know that I have
22 it here. But July 7th or July 8th is still within the 10-day.
23 And the bottom line is they never sent the notice at all. So he
24 was absolutely covered for that period, throughout the entire
25 occasion.

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1 And this comes, again, directly from the statutes as
2 you read them. And you say, well, it says provide a policy.
3 Does that mean provide the opportunity or actually provide the
4 coverage?

5 According to the *Daniels* decision, this language is to
6 be -- is to be -- "The provisions of the Insurance Code must be
7 reasonably and liberally construed [again] in order to [try to]
8 fulfill [coverage]." And a policy that does not provide for
9 notice prior to termination for failure to pay a premium is
10 against public policy and is absolutely voided.

11 What they are looking for, your Honor, is a form of
12 automatic termination; that the policy stops all by itself and,
13 without us sending any kind of notification, there is no more
14 coverage. And that's not permitted. It's simply not permitted.
15 You cannot cancel someone without providing --

16 THE COURT: Stop.

17 MR. SAMPSON: -- notice of the --

18 THE COURT: Stop --

19 MR. SAMPSON: -- cancellation.

20 THE COURT: -- one minute.

21 (Discussion between the Court and the
22 law clerk.)

23 THE COURT: Go ahead, please.

24 MR. SAMPSON: Sure, your Honor.

25 THE COURT: Pardon --

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1 MR. SAMPSON: Thank you.

2 THE COURT: -- the interruption.

3 MR. SAMPSON: And the most telling point of all of
4 this, your Honor, is that they renewed him. There is a receipt
5 from July, July 10th of 2007, that says Gary's policy is
6 renewed. It's not new business; it's a renewal. And --

7 THE COURT: It's a renewal as of that date.

8 MR. SAMPSON: Well, I don't think you can have a
9 renewal as of that date, your Honor. If you have one policy,
10 you're either gonna issue a new policy or you're gonna renew the
11 old one. You can't bring back what is dead, renew, and say
12 there's a lapse. They are completely mutually exclusive. You
13 can't renew someone and say but you were lapsed for this period
14 of time. No, that -- that would be a new policy. It would
15 require the things that Danice Davis talked about saying you'd
16 have to fill out a new application and make a new deal with the
17 broker and start --

18 THE COURT: It seems like --

19 MR. SAMPSON: -- all over again.

20 THE COURT: -- the one thing that's a problem with that
21 argument is the difference between a policy and the term of a
22 policy. Is that right?

23 MR. SAMPSON: Your Honor -- and the Davis [sic] case
24 doesn't differentiate, which I think is extremely important.
25 The Davis case doesn't say anything about --

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1 THE COURT: You read me some material a while ago that
2 said that -- on the cancellation -- midterm cancellation --

3 MR. SAMPSON: Yes, your Honor.

4 THE COURT: -- that seemed to me to differentiate
5 between policy and the term of a policy.

6 MR. SAMPSON: The statute talks about the term of the
7 policy. And, again, whether it is midterm because you're in
8 between two terms or if it's midterm it's got to be in between
9 one term and you say, all right, well, then, they are obligated
10 under Section .340 to issue a policy for July and then they want
11 to cancel him in the middle of July, in the middle of that term,
12 either way it's the same -- it's the same result, your Honor.

13 And, again, the Davis [sic] case specifically talks
14 about you cannot have a policy that expires and that you can
15 cancel because the premium's not paid without giving notice to
16 the insured. Whether it's a term deal, whether it's midterm
17 policy, whatever else -- you cannot have an insurance --

18 THE COURT: And the --

19 MR. SAMPSON: -- policy --

20 THE COURT: -- and the case that says that is what
21 case?

22 MR. SAMPSON: That's on -- on the Davis decision. It's
23 page --

24 THE COURT: Give me the cite of the case.

25 MR. SAMPSON: It's 103 Nev. 674.

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1 THE COURT: All right.

2 MR. SAMPSON: And I believe the quote is actually on
3 page 678 --

4 THE COURT: All right.

5 MR. SAMPSON: -- "this state's overriding concerns of
6 protecting its citizens and insuring they are afforded" --

7 THE COURT: The name of that case is?

8 MR. SAMPSON: *Davis [sic] v. National Home Life*
9 *Assurance Company.*

10 THE COURT: All right.

11 MR. SAMPSON: *Daniels*. I'm sorry. *Daniels*.
12 Thank you.

13 THE COURT: It's *Daniels*?

14 MR. SAMPSON: *Daniels v.* --

15 THE COURT: All right.

16 MR. SAMPSON: -- and I'm looking right at it, but I'm
17 mispronouncing it.

18 THE COURT: All right. That's fine.

19 MR. SAMPSON: Any --

20 THE COURT: Anything else now you want to add --

21 MR. SAMPSON: Well, it --

22 THE COURT: -- be sure you --

23 MR. SAMPSON: -- just says an insurance --

24 THE COURT: -- touch all the bases.

25 MR. SAMPSON: All right. It just says an insurance

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1 contract, policy term whatever.

2 An insurance contract that does not provide for notice
3 prior to termination for failure to pay a premium is against
4 Nevada public policy and is thus unenforceable.

5 Again, they -- they did renew him. We've talked
6 already about the renewal statement and the ambiguity of it.
7 Those ambiguities are to be construed against the drafter.

8 But, again, when you have the only place the word
9 "expiration date" appears, a date is given and it's July 31st,
10 and it's the only lapse -- lapse isn't tied to failure to pay by
11 the due date. Lapse is only tied to failure to pay by the
12 expiration date.

13 And, again, your Honor, any bill you may have -- cell
14 phone, electricity, rent, water, cable -- if you don't make the
15 payment by the day your bill is due, they don't stop your cell
16 phone service or your cable or your -- or kick you outta your
17 house or foreclose on your property if you don't make the
18 mortgage payment the day the due dated expires. There's always
19 some consequent period of time where you can get that taken care
20 of.

21 And by statute we have in Nevada that there's this
22 10-day notice, they've got to give you some initial notice
23 before you're cancelled, and the services under any
24 circumstances don't ever cease on the due date. And
25 particularly this is the case when in May -- again, they sent

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1 him a letter just a month or two before that said we're gonna
2 start your policy on April 29th, but you don't have to pay until
3 May 6th.

4 So this notion that, well, certainly you'd have to pay
5 before -- before they'd give you coverage is absurd. They've
6 told you specifically that's not the case; it doesn't have to be
7 the case.

8 Now, to Mr. Lewis's credit, when he got the money he
9 paid it. So he made the payment in the end of April. But it
10 doesn't change the fact that he was told by UAIC you can pay;
11 we'll cover you in the interim even if your payment comes after
12 coverage is supposed to begin. And, with that in mind, coupled
13 with the expiration language, I think there is only one fair
14 interpretation in terms of the lapse. Now, of course, due date,
15 whole different situation. But, in terms of when they are going
16 to commence a lapse, it's only tied to the expiration date.

17 Additionally, I think if you -- if you take a look at
18 the *Schmidt* decision from the Ninth Circuit, the argument that
19 we provided -- we gave -- we provided the opportunity to procure
20 a policy and that's sufficient, that's the argument that was
21 made and rejected by the dissent in that very case. And so I
22 don't -- I don't think it holds here as well.

23 We've talked about how it's the same policy.

24 In terms of the bad faith, I -- I would remind -- and,
25 again, we made the cite from -- from *Insurance Claims and*

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1 *Disputes* (5th edition): a "company" -- and this goes to the
2 genuine dispute issue -- a "company always acts in bad faith
3 whenever it breaches its duty to settle by failing to adequately
4 consider the interest of the insured."

5 And so even if they say: We looked at it. We thought
6 it was this way. Genuine dispute. Okay. Well, but do you have
7 evidence? And it would be their burden if we said there isn't
8 any evidence they ever considered -- it's simply: If you don't
9 adequately consider the interest of the insured, then you have,
10 it says, always acted in bad faith.

11 So we can come in and say: There's no evidence they
12 considered their interest. They can't produce any evidence they
13 considered Mr. Lewis's interest. And -- and, under the case law
14 if you don't give that equal consideration -- again, whether
15 it's a *Landlow [sic]*, *Miller*, whatever case you look at -- it's
16 always that's bad faith.

17 And, more specifically, even if your Honor was to say
18 there's this genuine dispute issue here, all right, well, that
19 is a -- whether or not their dispute was reasonable is a
20 question of fact that the Nevada Supreme Court in *Allstate v.*
21 *Miller* has said has never proved susceptible to legal definition
22 and must be a question of fact for the jury to -- to consider.

23 And the most important thing is UAIC, according to the
24 file, never did anything. They never did anything other than
25 deem the policy lapsed and tell everyone, essentially, pound

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1 sand. There isn't going to be any coverage issue. It's gone.
2 We're -- they didn't even bother looking at it.

3 I didn't know if your Honor wanted to look into the
4 bifurcation issue. They talked about bifurcating --

5 THE COURT: You should --

6 MR. SAMPSON: -- the coverage question.

7 THE COURT: -- cover everything here --

8 MR. SAMPSON: Well, it --

9 THE COURT: -- in the argument.

10 MR. SAMPSON: -- seemed to me that if in fact the
11 language of the -- of the renewal statement is ambiguous then
12 they've conceded coverage is not an issue. So there's no point
13 in bifurcating coverage versus the bad faith because if -- if it
14 is in fact ambiguous, which I think at the very least it is,
15 then there is no point in having a trial on coverage; it can be
16 decided as a matter of law. So there'd be no reason to
17 bifurcate that issue out.

18 In terms of the leave to amend, there's been absolutely
19 no evidence of -- of noncooperation by Mr. Lewis. They've not
20 pointed to a single thing that Mr. Lewis has been asked to do by
21 UAIC that he failed to do. They never asked him to do anything.
22 They just deemed him -- his contract null and void and that
23 there wasn't anything at all to be considered in the least.

24 The statement was made to leave him in the lurch, and
25 that's exactly what they did here is -- you know, they never

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1 hired independent counsel. They never had any -- any contact
2 with him at all to get his position on this. And, again,
3 Mr. Miller's indicated it's their obligation to do so.

4 And, in terms of Mr. Lewis speaking with underlying
5 plaintiffs' counsel or being friends with Mr. Nalder, that
6 doesn't mean there's any type of collusion whatsoever. No
7 attorney-client relationship was -- was commenced with Mr. Lewis
8 until after the judgment was entered and -- and we were in a
9 position, then, to execute on his -- the insured's right against
10 UAIC at that point.

11 There's no indication that there's any type of
12 agreement related to the entry of a judgment. And certainly
13 with a little girl who's run over -- her head was run over,
14 almost killed, has significant facial scarring at this point in
15 time -- I was actually disappointed by the \$3.5 million judgment
16 that the judge awarded. I think it's -- it's far from
17 sufficient for this young girl and what she's gone through and
18 for -- and for the family. We'd actually asked for
19 significantly more than that, but the judge declined.

20 And it was in a default scenario with Judge Cadish. We
21 presented the evidence. No one appeared. Mr. Lewis didn't show
22 up and say I agree. No one appeared at all on his behalf. UAIC
23 was given notice of the suit and chose not to involve itself.
24 And the judgment -- to have defense counsel come in and -- and
25 cast aspersions at Judge Cadish's decision and say that there's

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1 something fishy about it or that it's somehow suspect or not
2 legitimate with no evidence whatsoever, I think it wholly
3 improper. Judge Cadish entered the order she believed was
4 appropriate. So there's no evidence of any kind of collusion.

5 And for UAIC to, for a year or more, say there is no
6 contract; we owe you no duty; we have no obligation to you
7 whatsoever and now later say, oh, there actually was a contract;
8 well, in that a case, you breached it first is completely
9 improper and should not be permitted in terms of -- of the leave
10 to amend.

11 I just want to briefly make sure I've covered some of
12 the notes that I've made... (Pause.)

13 THE COURT: Ms. Clerk.

14 (Discussion between the Court and the clerk.)

15 MR. SAMPSON: I believe -- I had written down the
16 questions your Honor had asked previously.

17 The only other thing I would add -- and it gets back
18 again to the genuine dispute -- if it is a question of
19 interpretation of the agreement and if UAIC and the -- the --
20 it's the language -- I know your Honor and I have already
21 discussed this previously -- but the language brought up by
22 defense counsel was if our interpretation was wrong. Well, if
23 their interpretation is inaccurate and doesn't consider the
24 ambiguity of what's going on, who's the one that pays for that?
25 It should be the ones who --

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1 THE COURT: Let me ask you a question.

2 MR. SAMPSON: Yes, your Honor.

3 THE COURT: Did Mr. Lewis receive notice of his policy
4 terms separate from the renewal statement that showed that his
5 coverage started from the date his payments were received?

6 MR. SAMPSON: Not that I'm aware of. Not that I'm
7 aware of, your Honor.

8 And, indeed, the fact that the coverage commenced on
9 the date of the due date still doesn't say anything about we're
10 going to lapse you or --

11 THE COURT: Well, let's see now. The -- so you have
12 the policy terms -- received notice of the policy terms, which
13 you'd be looking at the policy. Did the policy say that -- that
14 it was only good if the late payments -- when the late payments
15 were received?

16 MR. SAMPSON: I -- I've missed the question, your
17 Honor. I apologize.

18 THE COURT: Try that, Ms. Clerk -- Ms. Reporter.

19 (Record read.)

20 MR. SAMPSON: Not that I'm aware of, your Honor. The
21 only statement I know that was -- that was cited to in the
22 briefs from the policy was this notion that if your first
23 payment -- if your first check bounces, then you have no policy.
24 And that was what we had quoted.

25 And, again, that is specifically designed to circumvent

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1 the financial responsibility rules. There was nothing
2 indicating that as your future payments -- that I'm aware of --
3 that as your future payments --

4 THE COURT: All right.

5 MR. SAMPSON: -- come due --

6 THE COURT: You have two minutes left. So --

7 MR. SAMPSON: All right..

8 THE COURT: -- give me your --

9 MR. SAMPSON: And, your Honor --

10 THE COURT: -- best shot.

11 MR. SAMPSON: -- the only other point, again, that I --
12 that I would -- that I would conclude with is: If it is in fact
13 an inaccurate interpretation or if the interpretation of the
14 contract and the renewal statement's saying, you know, if it's
15 this expiration date and the only date tied to a lapse is the
16 expiration date and if that is some kind of error on the part
17 of -- of UAIC, then UAIC should bear the burden in any -- any
18 consequential and incidental damages that arise to its insured
19 because of its error and it shouldn't be borne by the insured
20 himself.

21 So with that, your Honor, unless there's additional
22 questions.

23 THE COURT: Thank you.

24 Ms. Clerk, how much time do defendants -- does
25 defendant have?

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1 THE CLERK: Your Honor, they have 22 minutes.

2 THE COURT: All right.

3 MR. SAMPSON: Thank you, your Honor.

4 THE COURT: I want to go through a list of issues that
5 were raised by plaintiff.

6 First of all, it -- it seemed like a -- not a bad
7 argument that the due date, referring to the renewal statement,
8 is different from the lapse of the policy and therefore the -- I
9 don't know where that leads us -- but that seems significant.

10 MR. DOUGLAS: Your Honor, you know, we talked about
11 this a little before. I understand that's plaintiffs' argument.

12 THE COURT: Does that mean that the -- that it's
13 ambiguous or that it's not -- simply not ambiguous, that it
14 favors the plaintiff?

15 MR. DOUGLAS: You know, your Honor, it's kind of
16 interesting. And I -- I think I have to go back here and I do
17 have to commend my opposing counsel. He is a very good orator
18 and I think he's also a very skilled counsel in arguing his
19 position.

20 And -- and I think what -- why I bring this up is, you
21 know, there was a time there you were asking about the statutes,
22 the nonrenewal statute and the cancellation statute. And I'll
23 tell ya that, you know, counsel, he could almost argue away
24 simple statutory --

25 THE COURT: Now --

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1 MR. DOUGLAS: -- instruction --

2 THE COURT: -- now, if you'll stick to my little
3 scenario --

4 MR. DOUGLAS: And --

5 THE COURT: -- here --

6 MR. DOUGLAS: -- and --

7 THE COURT: -- it'll help me the most.

8 Is it significant in determining ambiguity --

9 MR. DOUGLAS: Sure.

10 THE COURT: -- the due date is different from the lapse
11 of the policy so that it's not --

12 MR. DOUGLAS: Sure.

13 THE COURT: -- ambiguous --

14 MR. DOUGLAS: Yeah. And --

15 THE COURT: -- or is it ambiguous?

16 MR. DOUGLAS: -- and, your Honor, I -- I apologize. I
17 only -- I only went off -- off board there to come back to the
18 fact that you really have to -- plaintiffs' argument requires
19 you in the -- in the -- the issue with the lapse of the policy
20 language it really requires you to evade common sense.

21 Because, as Ms. Danice Davis testified -- and I -- I
22 quoted that portion of her testimony in my most recent
23 supplemental response -- what she says is -- it's very clear if
24 you read the body of the paragraph -- to avoid a lapse in
25 coverage, you have to pay your policy premium, which obviously

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1 relates to the due date and the starred date and -- and amount
2 on the renewal, and it says you have to pay it --

3 THE COURT: Well, I --

4 MR. DOUGLAS: -- before expiration --

5 THE COURT: -- realize -- that's the --

6 MR. DOUGLAS: -- of your policy.

7 THE COURT: -- midterm cancellation issue. But stick
8 to my --

9 MR. DOUGLAS: Sure.

10 THE COURT: -- sequence and then I will --

11 MR. DOUGLAS: And I --

12 THE COURT: -- give you a --

13 MR. DOUGLAS: -- I apologize --

14 THE COURT: -- chance to say --

15 MR. DOUGLAS: -- your Honor, if I was --

16 THE COURT: -- whatever you want.

17 MR. DOUGLAS: What was --

18 THE COURT: Now, the -- it seemed to me on the -- one
19 of the stronger arguments on the issue of whether there's a
20 genuine dispute over coverage that good faith is a matter of
21 fact.

22 Does that defeat the genuine dispute doctrine?

23 MR. DOUGLAS: I -- I -- I think there's a couple of
24 things going on, your Honor. I -- I don't think that counsel's
25 arguments do defeat the genuine dispute doctrine at all because

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1 I don't think there are issues of fact.

2 Counsel misquotes the issues here because what he's
3 dealing with -- and I'll just speak briefly -- the *Landow* case
4 and the *Miller* case he cites to simply were not these issues
5 that we're dealing with here. Those cases, there was no
6 question that was a policy in force.

7 In fact, in the *Landow* case, the parties explicitly
8 acknowledged that coverage was in force. Similarly, in the
9 *Miller* case, the issue was also not one where there was no
10 policy -- there was an issue of whether there was a policy even
11 in effect.

12 This is a key distinction. In our case, we have an
13 issue -- clearly, as we've heard the arguments today, I don't
14 think anyone who's been sitting here can disagree --

15 THE COURT: Now, the --

16 MR. DOUGLAS: -- that there was -- I'm sorry.

17 THE COURT: -- the issue which I pursued at great
18 length with -- with Mr. Sampson and that is this idea that
19 there's no evidence that the insurance company considered the
20 situation from the insured's viewpoint or read the policy and
21 renewal statement from the insured's viewpoint --

22 MR. DOUGLAS: Sure.

23 THE COURT: -- and that therefore you have a issue of
24 bad faith.

25 Is that a good argument?

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1 MR. DOUGLAS: Your Honor, I don't believe it is and
2 I'll tell you why. I think it's a stretch again. There's two
3 reasons for that and they are really quite simple.

4 Again, the first issue is this issue of the ambiguity
5 was never raised, never raised until this lawsuit. It was not
6 raised. Plaintiff -- Mr. Lewis did not call up UAIC and say,
7 United Auto --

8 THE COURT: I don't think that helps me. Tackle the
9 argument head on regard --

10 MR. DOUGLAS: Oh, well -- well, certainly. I mean,
11 because the fact of the matter is it's quite simple -- and I
12 cited to Steve Plitt -- our expert's testimony, his deposition
13 testimony, is attached to our supplemental -- he stated quite
14 explicitly in there that the insurance company when there's no
15 policy in effect they have no duty to do these lengthy
16 investigations that counsel is talking about.

17 Counsel wants to place upon them the burdens of getting
18 coverage counsel, the burdens of having a coverage memorandum.
19 And that's simply not their duty. As this Court knows, the law
20 is that the insurance company may choose -- choose to defend or
21 choose to deny coverage; they do not have to employ coverage
22 counsel. And, frankly, the fact is of course the insurance
23 company always considers their insured and they did so here.

24 THE COURT: Well, I don't know. I hope that's so.
25 But --

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1 MR. DOUGLAS: Yeah.

2 THE COURT: -- I don't take that as a given here.

3 MR. DOUGLAS: Well -- well, I'll tell you why -- I'll
4 tell you why it is, your Honor.

5 What can the insurance company do when they have a
6 situation like this? You have a policy that -- that is not in
7 effect. We sat here and we've argued about it for, you know, an
8 hour and a half about whether there was a policy in effect.

9 And you're -- you -- by plaintiffs' proposal, every
10 time there was a clearcut, a clearcut case where policy had
11 expired and a new policy hasn't incepted, the -- every time that
12 happens and there's a loss the insurance company has to step
13 back and do a full claim investigation and -- and -- and --
14 and -- and find out if the insured's --

15 THE COURT: Well, in the --

16 MR. DOUGLAS: -- gonna claim an ambiguity in the
17 renewal notice. I mean --

18 THE COURT: Stop for a --

19 MR. DOUGLAS: -- it requires --

20 THE COURT: -- second now.

21 If the burden of proof of bad faith is on the
22 plaintiff, does the plaintiff have to prove a negative, that is,
23 that the insurance company never considered the position of the
24 insured or took into consideration its insured's interest?

25 MR. DOUGLAS: I -- I think to survive summary judgment

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1 he ought to be able to present something. I mean, you know, and
2 he -- and he can't. You know, and in fact --

3 THE COURT: Well, is it your duty to present that or
4 does insured -- does the insured have to present evidence of bad
5 faith in that sense?

6 MR. DOUGLAS: I -- I think the insured -- or, in this
7 case, you know, part of the problem is he -- the argument is he
8 wasn't even insured; there was no policy in effect.

9 THE COURT: Well, let's assume he was just for the
10 argument --

11 MR. DOUGLAS: So let's --

12 THE COURT: -- here.

13 MR. DOUGLAS: -- assume he was an insured. The point
14 is, it's still different from a case where you have a policy in
15 effect and then there's some issue over whether that particular
16 loss is covered, let's say, for instance, you know, whether
17 someone's driving a motorcycle and whether there's a motorcycle
18 exclusion under the policy. That's not the case here. In that
19 case, different duties may arise that the insurance company may
20 need to do more of an investigation. This is a case where
21 there's no -- there's no policy. There's no coverage. There's
22 no term.

23 And so to put on the insurance company now the burden
24 and -- and -- and -- and -- and -- and answer to bad faith allegations,
25 you know, two years down the line to come forth and say, you

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1 know, that we -- we undertook -- you know, somehow prove that
2 we -- we -- even though plaintiff can't point to any evidence
3 that we didn't consider our insured, we have to now prove that
4 we did.

5 And I'll tell ya there is clearcut proof that they did
6 and I'll tell you what it is, your Honor. From the moment this
7 case came in, from the day one that they got the notice of this
8 lawsuit, when Mr. Lewis called and later when plaintiffs'
9 counsel made a demand shortly after the accident, coverage was
10 checked. They went to underwriting -- Ms. Danice Davis
11 testified to this. This is in her transcript, contrary to what
12 plaintiff says -- they went to underwriting; they checked their
13 documentation; and they found that this man had a lapse in
14 coverage; that one policy had flat expired and the new policy
15 hasn't started.

16 And, I mean, at what point -- how far does the company
17 need to put the insured's interests ahead of their own? They
18 are to treat them equally.

19 And in this case are they supposed to go: Well, you
20 know, he didn't make a payment. The policy was expired. He
21 then rushed down and made a payment after the loss. But you
22 know what? We're gonna put his interests ahead of our own and
23 say we forget that; we're gonna cover this loss.

24 I mean, that's what plaintiff really -- that's what
25 plaintiff wants here. And that is why it's not our burden, it's

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1 his burden to show somehow we were in bad faith by not honoring
2 a policy that was wasn't in effect? I -- I -- I just don't see
3 it. And --

4 THE COURT: Now --

5 MR. DOUGLAS: -- that's why we moved for summary
6 judgment --

7 THE COURT: -- before you use all the time --

8 MR. DOUGLAS: -- on the bad faith --

9 THE COURT: -- on this one --

10 MR. DOUGLAS: -- issue.

11 THE COURT: -- the right to have your policy renewed.

12 You heard the colloquy I had with Mr. Sampson on that --

13 MR. DOUGLAS: Yeah.

14 THE COURT: -- that you have this right whether you
15 make payment or not unless you get notice. Now, tackle that
16 argument.

17 MR. DOUGLAS: Yeah, sure. Your Honor, you know, I -- I
18 cited this in my supplemental reply. Our -- our expert tried to
19 explain this to Mr. Sampson. I don't know if he just holds a
20 different view of statutory construction than -- than -- than --
21 than -- than I do or -- or -- or -- or what have you.

22 But, you know, I've read the statute. And, as
23 Mr. Plitt, our expert, explained, the statute -- you can't
24 divorce the part that says an insured has a right to a renewal
25 from the second part which deals with the fact of the notice of

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1 nonrenewal. The statute is clearly a very defined statute that
2 deals with a specific certain circumstance.

3 That circumstance is when the insurer wishes to
4 nonrenew an insured. That may be because the insured has too
5 many DUI's or somehow otherwise become an unacceptable risk. At
6 that time, the insurer must within -- by -- with 30 days' notice
7 give the insured notice that, hey, listen guy, you are a
8 terrible driver; you're a danger; and we don't want to renew
9 you.

10 That -- if they do not -- if they do not send a
11 compliant notice -- and -- and it's very clear. It's very clear
12 in the statute: "mails or delivers to the policyholder a notice
13 of intention not to renew the policy beyond the agreed
14 expiration date. If an insurer fails to provide [the] timely
15 notice of nonrenewal, the insurer [then] shall provide the
16 insured with a policy of insurance on identical terms to the
17 expiring policy."

18 Plaintiffs' counsel, for some reason, is insistent upon
19 divorcing the two parts of the statute. And I just don't see
20 it. Under the last antecedent rule --

21 THE COURT: Well, now his argument was --

22 MR. DOUGLAS: -- you clearly --

23 THE COURT: -- that it's not a matter of whether it was
24 offered, which it appears it was; he says it had to be renewed.
25 There had to be a renewal unless you have this notice. Is that

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1 right?

2 MR. DOUGLAS: No. I -- I -- I -- well -- well, they
3 have -- they have -- they did offer him a renewal. That's just
4 the point, your Honor, is that he's confusing two --

5 THE COURT: Well, but the --

6 MR. DOUGLAS: -- issues.

7 THE COURT: -- he said that's not enough.

8 MR. DOUGLAS: Yeah. I -- I -- I disagree with that.

9 I -- I -- they offered this man a renewal.
10 And -- and interestingly -- and I don't know if this
11 was where your question went -- I heard your Honor ask counsel a
12 question about the time and I didn't know if you were -- the
13 time that it took for the renewal notice.

14 And I think what's interesting is with counsel's
15 arguments -- even in the alternative I argue that even if his
16 arguments about the midterm cancellation were true, the midterm
17 cancellation only requires 10 days' notice. And we sent the
18 renewal notice, UAIC did, on June 11th, 2007, which clearly
19 would have put them in -- in the category of giving him more
20 than 10 days notice of the expiration for failure to pay for
21 renewal premium.

22 So I think that even if this -- even if you believe
23 counsel's convoluted argument about the midterm cancellation
24 statute, which I think goes against the sheer, clear face
25 statute which says "midterm" means "within the term" --

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1 this case, it's pretty clear it was a month term -- I think even
2 taking his argument as true the renewal notice satisfy [sic] --
3 satisfies the 10-day notice of cancellation period.

4 Along with that, your Honor, I -- I noticed -- I just
5 wanted to correct something. And I don't know if you were done
6 on the nonrenewal statute. I really don't think it applies in
7 this case because a renewal was offered. But, if you need any
8 more argument on that, I'd be happy to give it.

9 THE COURT: You better tell me.

10 MR. DOUGLAS: Okay. Yeah.

11 And -- and basically, your Honor, I mean, like I said,
12 the clear reading of it, to my -- my interpretation -- and
13 certainly it's your Honor's interpretation that matters -- but
14 clearly this deals with the discrete circumstance where an
15 insurer fails to -- or delivers a noncompliant notice of
16 nonrenewal. And, in that case, they would have the duty to
17 offer that renewal. In this case, a renewal -- offer for
18 renewal was offered.

19 I -- I don't buy plaintiffs' interpretation because
20 that would create a system where insureds would know, hey, I
21 don't need to pay for my new policy because I got this great
22 state statute and if I got a year policy I don't have to pay for
23 that next term because, guess what, I'm gonna get a new --

24 THE COURT: What about --

25 MR. DOUGLAS: -- a new policy renewed.

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1 THE COURT: -- what about the argument that "midterm"
2 means "in between terms" rather than within a term.

3 MR. DOUGLAS: Sure.

4 Your Honor, first off, I think that's a complete --
5 that's -- that's really -- you're taking pains to explain the
6 statute there. And I'll tell you why for two reasons.

7 This is out of plaintiff response. Plaintiff cited the
8 statute 687B.320 in his response. And it's pretty clear. It
9 says, you know, "No [insurance policy] that has been in effect
10 for at least 70 days or that has been renewed may be cancelled
11 by the insurer before ... expiration of the agreed term," except
12 for one of the following grounds. So clearly the exception is
13 there, expiration of the policy term.

14 Plaintiff admitted when he read Danice Davis's
15 testimony that this was a monthly term. And, you know, we have
16 never, never changed our position. The -- if you read the
17 Declaration of Danice Davis filed probably a year ago, she says
18 in her Declaration, your Honor, that this man had a monthly --
19 consecutive monthly policy terms -- well, not always
20 consecutive -- but monthly policy terms. This is not some kind
21 of term that was made up or -- or language that was made up by
22 United Auto. This is cited -- the Legislature used -- used this
23 exact word in the statute, "the agreed" term. Here he had
24 monthly terms. Plaintiffs' insistence on trying to say somehow
25 this was one policy, I really think, is stretching again both

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1 the testimony and the reality.

2 I -- I cited our expert also on this issue on page 20
3 of my supplement where he said, you know, this -- when you --
4 when you want to talk about a renewal or a new policy or a
5 continuing policy on a renewal, he goes this is really just
6 academic language. He goes, when we're talking about a new --
7 when we're talking about a new policy term, it is a new policy.

8 And, you know, of course, insurers when you have the
9 same insured who is renewing over for a new term they are not
10 gonna make the insured fill out a new application every time.
11 If information changes, they would get it from the insured.

12 So the midterm cancellation statute, again, your Honor,
13 I think -- I -- I leave it to your Honor --

14 THE COURT: Let me have --

15 MR. DOUGLAS: -- but I think --

16 THE COURT: -- one more shot at you on --

17 MR. DOUGLAS: -- it's clear.

18 THE COURT: -- on this considering the matter from the
19 insured's viewpoint.

20 List off for me any affirmative evidence that -- that
21 it was considered --

22 MR. DOUGLAS: Sure.

23 THE COURT: -- that the insured's interest was
24 considered.

25 MR. DOUGLAS: Sure.

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1 Plaintiff -- we have the deposition testimony of Jan
2 Cook, which I don't think plaintiff included. But certainly
3 there's the deposition testimony --

4 THE COURT: I need it as things that have been
5 presented --

6 MR. DOUGLAS: Sure.

7 THE COURT: -- as evidence for me.

8 MR. DOUGLAS: Sure.

9 Deposition testimony of Danice Davis, the deposition
10 testimony --

11 THE COURT: What --

12 MR. DOUGLAS: -- of --

13 THE COURT: -- did it say?

14 MR. DOUGLAS: -- the claim- --

15 THE COURT: What did it say?

16 MR. DOUGLAS: Danice -- Danice -- Danice Davis. She
17 was the underwriting manager.

18 And both her and Manny Cordova, who was also cited, who
19 was a former claims manager, and Jan -- Jan Cook, the current
20 claims manager, they all said from day one every time this claim
21 was presented they went back to underwriting; they double
22 checked; they triple checked; they looked at this man's payment
23 history; they called up the -- an independent agency and they
24 got a copy, they got a copy of his late payment that he rushed
25 down to make on July 10th and they saw it right there.

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1 They had -- they had given him the renewal notice. He
2 knew he had till the end of June to pay; he didn't. The policy
3 in June 2007 expired. They -- they called up the ind- -- they
4 did do an investigation. They got a copy of the payment notice.

5 And what did that show? He ran in with a money order
6 on July 10th after he got back down from Pioche to pay for this
7 policy. Then he calls up a few days later, oh, I'm just
8 checking coverage. Well, the company --

9 THE COURT: Now I'm looking here just when you finished
10 with the things that the company did affirmatively that are in
11 the record --

12 MR. DOUGLAS: Sure.

13 THE COURT: -- which would indicate consideration of
14 the insured's viewpoint.

15 MR. DOUGLAS: Again -- and I really do feel that is
16 consideration of the insured's viewpoint. Because what else can
17 a company do? We don't know down the road that plaintiff is
18 gonna raise this renewal notice argument. So how --

19 THE COURT: But I --

20 MR. DOUGLAS: -- could the company --

21 THE COURT: -- the -- did they do anything else beside
22 check with underwriting about the late payment?

23 MR. DOUGLAS: And they checked with the agency. They
24 checked with the agency and that's when --

25 THE COURT: And what --

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1 MR. DOUGLAS: -- they got proof of the late --

2 THE COURT: -- did they seek there and what did they
3 find out?

4 MR. DOUGLAS: The agency said no, this guy came and
5 paid late. And they -- and we -- and that's part of the records
6 that you have is, is we ver- -- it's attached to our Motion For
7 Summary Judgment. It's -- it's the stamped copy of his money
8 order that he paid with two days after the accident. And they
9 talked to the agent and they said, yeah, he came in. And, you
10 know, by the way the agent said -- told them, listen, this guy
11 was explained he was on a month-to-month policy. He knew the
12 rules. He knew how to pay. And --

13 THE COURT: All right.

14 Are there anything else that the company did along that
15 line?

16 MR. DOUGLAS: Well, again, I -- I think that -- that is
17 what they did, as I said. They -- they -- they double/triple
18 checked coverage, including calling the agency and,
19 additionally, they talked to Mr. Lewis who called in himself.
20 They talked to the insured himself and he was -- and we have
21 that note. He was explained -- he was explained that his
22 coverage had lapsed. Did he contest it at that point? No.

23 And so, you know --

24 THE COURT: Well, let's see. I have --

25 MR. DOUGLAS: -- that's --

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1 THE COURT: -- one --

2 MR. DOUGLAS: -- what we --

3 THE COURT: -- one other question.

4 Did Mr. Lewis receive notice of his policy terms
5 separate from the renewal statement showing that his coverage
6 started from the date his late payments were received?

7 MR. DOUGLAS: Sure.

8 And -- and -- and -- and, Judge, I -- I heard that
9 question before and I -- I -- I thank you for bringing that up
10 again.

11 As you can see from the exhibits attached to
12 plaintiffs' response, these are the claim -- the underwriting --
13 underwriting documents that UAIC provided. All the testimony in
14 this case has been consistent with the fact -- and you can see
15 from the documents -- with every renewal notice he not only got
16 temporary cards that went out with the date of his payment but
17 he also got a Dec. page that went out with his real insurance
18 cards every time showing his monthly --

19 THE COURT: Okay. Let's see now.

20 MR. DOUGLAS: -- policy terms.

21 THE COURT: Let me tick those off.

22 MR. DOUGLAS: And -- and the --

23 THE COURT: Wait.

24 MR. DOUGLAS: -- the documents --

25 THE COURT: Were those in the renewal statements, that

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1 information, or --

2 MR. DOUGLAS: Yes. Renewal statements and the
3 Declaration pages came.

4 So this was every month with his renewal statement.
5 And all the documents they're -- they're attached as part of
6 plaintiffs' exhibit. For him to stand up here and pretend like
7 these didn't go out together, I think, is to -- is to -- is to
8 really stretch --

9 THE COURT: So the renewal statements gave him notice
10 like that?

11 MR. DOUGLAS: Yeah. And -- and each --

12 THE COURT: And were there any other source of notice?

13 MR. DOUGLAS: No. I mean, they mailed him the copies
14 of his renewal notice and a Declaration page. I -- I -- to me,
15 that's sufficient.

16 THE COURT: What was on the Declaration page that would
17 disclose this?

18 MR. DOUGLAS: Excuse me? Yes, the Declaration page.

19 And you can see, your Honor, the documents are
20 consecutive for each monthly term. And it says in the top
21 right-hand corner of the Declaration page, which was mailed as
22 well, it says "coverage provided" and it has a "from" date, the
23 "inception" date, and a "to" date and each time it's showing
24 this monthly term.

25 And this goes on for the complete 15- -- 15-some-odd

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1 months that this man continued to be insured with United Auto.

2 THE COURT: All right. Now, I've asked my questions.

3 How much time does defense have, Ms. Clerk?

4 THE CLERK: One minute.

5 THE COURT: All right. We'll give you two minutes. So

6 add --

7 MR. DOUGLAS: Your Honor, and quick --

8 THE COURT: -- pick --

9 MR. DOUGLAS: -- summation --

10 THE COURT: -- whatever you want.

11 MR. DOUGLAS: Thank you, your Honor.

12 And -- and I appreciate all the questions. I -- I just
13 want to -- I want to say two -- two quick things.

14 The first thing is: When you were asking plaintiff
15 about a genuine dispute -- or excuse me -- about the ambiguity,
16 plaintiff -- I -- I think I heard him admit that UAIC's
17 interpretation of the renewal notice was reasonable. I heard
18 him say that. And, if he agrees with you that our
19 interpretation of the renewal notice was reasonable, well, how
20 can there be bad faith because that meant we were reasonable.
21 And I think that's what gets to the heart of this case.

22 And -- and I -- you know, and plaintiff, you know, he
23 does a very fine job and I understand he's -- he's litigating
24 very strongly for his client. But the facts are the facts in
25 this case.

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1 It may be unfortunate, but this man played -- played --
2 he gambled with his insurance coverage. And, unfortunately, at
3 this time he was up there for a 4th of July party and he didn't
4 have coverage. And he -- he -- he hit this little girl and he
5 ran down and he made his money order payment because he knew he
6 didn't have coverage and he was -- and then he -- and then he
7 speaks with plaintiffs' attorney right away.

8 The final thing I'll add is --

9 THE COURT: Let me -- I've got one more question --

10 MR. DOUGLAS: Sure.

11 THE COURT: -- I'd like to ask you.

12 (Pause in the proceedings.)

13 THE COURT: What evidence can we consider in deciding
14 whether there was ambiguity as a matter of law? Is it just the
15 renewal statement? Do the parties' intentions make a
16 difference? What --

17 MR. DOUGLAS: The parties' intentions do not make a
18 difference. I think it's --

19 THE COURT: What --

20 MR. DOUGLAS: -- pretty clear --

21 THE COURT: -- evidence can we consider that -- that's
22 in the record here now to help us with that?

23 MR. DOUGLAS: I think it's the face of the renewal. I
24 mean, I think any document -- it's a renewal notice. I think
25 it -- it has to -- it's -- it's a --

FELICIA R. ZABIN, FCRR, RPR, CCR 478 (702) 676-1087

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1 THE COURT: Is there --

2 MR. DOUGLAS: -- it's a offer --

3 THE COURT: -- are there any other --

4 MR. DOUGLAS: -- for a contract.

5 THE COURT: -- documents or testimony that we're
6 entitled to consider?

7 MR. DOUGLAS: I think you can consider testimony. But,
8 as I mentioned, you know, plaintiff pointed out some lay -- lay
9 testimony and not only do I think he misquotes it but, beside
10 that point, I really don't think it's necessary for this Court's
11 conclusion. And this Court --

12 THE COURT: Well, let's assume. I want to know
13 everything I could consider, that I'm permitted to consider.

14 MR. DOUGLAS: I -- I really -- I really believe you
15 have to consider the four corners of the document. But, if your
16 Honor takes other things into consideration, that is fine. If
17 you read the full testimony --

18 THE COURT: Well, what am I entitled, in my position,
19 to consider beside the renewal statement?

20 MR. DOUGLAS: I -- I -- I don't think so, your Honor.
21 I think when you're looking at a contract I think you have to
22 look at four corners. And, in this case, it would be an offer
23 for a contract. I think you're looking at the four --

24 THE COURT: So we look at the policy then?

25 MR. DOUGLAS: You could look at the policy. But I --

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1 THE COURT: What else?

2 MR. DOUGLAS: -- but I --

3 THE COURT: What else?

4 MR. DOUGLAS: -- I -- I -- I think you can look at the
5 policy, the December (miswritten by reporter) page, and the
6 renewal statement --

7 THE COURT: The --

8 MR. DOUGLAS: -- because I think you're looking at the
9 offer for the contract and the contract itself. I think you can
10 take it all together.

11 THE COURT: Stop for a minute.

12 MR. DOUGLAS: Sure.

13 THE CLERK: Time's up, your Honor.

14 THE COURT: The "Dec. page," that's the Declaration
15 page?

16 MR. DOUGLAS: The Declarations page. I apologize, your
17 Honor. Yes.

18 THE COURT: It came up on my realtime as "December."
19 So...

20 MR. DOUGLAS: I -- I -- that's okay.

21 THE COURT: I thought --

22 MR. DOUGLAS: Your Honor, I -- I know my time's up.
23 I -- I really just wanted to say one final thing. You know,
24 um --

25 THE COURT: So the -- I can look at the renewal

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1 statements, the policy, the Declarations page. Anything else?

2 MR. DOUGLAS: I -- I believe that's it, your Honor. I
3 really think you have to look --

4 THE COURT: All right. Now --

5 MR. DOUGLAS: -- at the offer --

6 THE COURT: -- we'll give you two more minutes for
7 whatever you want to add.

8 MR. DOUGLAS: Sure.

9 Your Honor, I think we've discussed the issues here and
10 I think just based by the -- the extent of the argument I -- I
11 think that we can agree at the -- my -- my -- my client remains
12 convinced there was no coverage for this accident. And I think
13 plaintiff has just tried to throw everything at the wall to see
14 what sticks to try and find coverage here.

15 I think that even if this Court were to find coverage,
16 let's say, for an ambiguity or something like that, though, I
17 think the real key to this case, though, is there wasn't bad
18 faith here. And that's shown by the fact that -- that plaintiff
19 admitted -- his best argument with the ambiguity, he admitted
20 that our interpretation was reasonable. If our interpretation
21 was reasonable, that means we didn't act unreasonably in denying
22 on the basis of our interpretation. Hence, there's no with bad
23 faith.

24 And I think that's really the key to this case.
25 Because my final thought is if we are unsuccessful on our first

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1 three motions in terms of summary judgment on coverage, summary
2 judgment on bad faith, or -- or the bifurcation our final motion
3 is intend that motion to amend. And, if this case goes on,
4 there is evidence of collusion; there is evidence of jeopardy.

5 Plaintiffs' counsel -- I'm not trying to besmirch. But
6 let's face it, this man talked with him the days after. You
7 heard him up here say that I only talked to him that one time
8 and I never talked to him again. Well, but then how did he get
9 the right to file this lawsuit? He -- you know.

10 And then we get an assignment six, eight months after
11 the lawsuit's filed on -- and in the -- in the -- on the
12 doorstep of the courtroom on the motion to compel. And when
13 I -- and when I -- and I put it in my supplemental response. I
14 asked Mr. Lewis:

15 When's the first time you spoke to him? A few days
16 after the accident.

17 When did you speak to him next? Not until I signed the
18 assignment.

19 So either there was collusion or this case was filed
20 without standing. The reason we don't have more evidence of it
21 is we haven't done discovery on it. So I would ask that in --
22 should your Honor find against us you grant us that leave.

23 Thank you, your Honor.

24 THE COURT: Thank you.

25 MR. SAMPSON: Your Honor, I just want to make a quick

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1 record to request to respond to something that wasn't brought up
2 until this final rebuttal. I've not an opportunity --

3 THE COURT: I'll give --

4 MR. SAMPSON: -- to respond.

5 THE COURT: -- you two minutes to do that.

6 MR. SAMPSON: And -- and I can do it in less --

7 THE COURT: I've given you --

8 MR. SAMPSON: -- than that, your Honor.

9 THE COURT: -- I think a fair shot at everything here.

10 But you can add --

11 MR. SAMPSON: The notion --

12 THE COURT: -- whatever --

13 MR. SAMPSON: -- was brought up --

14 THE COURT: -- you want.

15 MR. SAMPSON: -- that UAIC had sent the notice of
16 cancellation on June 11th, that -- that their renewal statement
17 basically qualifies as notice of cancellation for midterm
18 cancellation, that flies to the face of NRS 687B.310 that
19 specifically says any notice of cancellation "must state the
20 effective date of the cancellation and nonrenewal [to] be
21 accompanied by a written explanation of the specific" --

22 THE COURT: This is --

23 MR. SAMPSON: -- "reasons for the" --

24 THE COURT: -- whether of the renewal statement is a
25 notice of cancellation?

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1 MR. SAMPSON: That was the notion that was just brought
2 up here. Again, I haven't had a chance to respond to it. And
3 that -- that renewal -- you can't have a notice of renewal
4 qualify as a -- as a notice of -- of cancellation because
5 Section .310 says, the cancellation notice has to explain the
6 specific reasons for the cancellation or the nonrenewal.

7 There are no reasons. There's not even an indication
8 they're going to cancel him. You don't provide notice that we
9 will cancel you if you don't pay --

10 THE COURT: Well, is it -- isn't it if you don't pay,
11 you don't have insurance?

12 MR. SAMPSON: No, no, no, because the rule says if you
13 don't pay you do have insurance. They have to continue to
14 insure you and then they have to cancel you with the notice of
15 nonpayment.

16 The notice is not notice that we will cancel you if you
17 don't pay. The requirement under Section .320 of the Midterm
18 cancellation is you have not paid and so we are cancelling you.
19 And that's the distinction.

20 THE COURT: All right. Thank you.

21 MR. SAMPSON: Thank you, your Honor.

22 THE COURT: Good point.

23 (Pause in the proceedings.)

24 THE COURT: And that was a new thing that came up in
25 the colloquy I most recently had with counsel.

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1 MR. SAMPSON: Yes, your Honor.

2 THE COURT: We thank you. Very exciting, challenging
3 argument. And we do intend to issue a written order.

4 The matter stands submitted. And we are adjourned.

5 MR. SAMPSON: Thank you, your Honor.

6 THE CLERK: Everyone --

7 MR. SAMPSON: Thank you, Judge.

8 LAW CLERK: -- please --

9 MR. DOUGLAS: Thank you --

10 LAW CLERK: -- rise.

11 MR. DOUGLAS: -- Judge.

12 MR. WINNER: Thank you, Judge.

13 (Pause in the proceedings.)

14 THE CLERK: Court's in recess.


15 (Proceedings concluded at 4:33 p.m.)

16 --cOo--

17 I hereby certify that pursuant to Section 753, Title 28, United
18 States Code, the foregoing is a true and correct transcript of
19 the stenographically reported proceedings held in the
20 above-entitled matter.

21

22

23 DATED: March 17, 2011  FELICIA RENE ZABIN, RPR, CCR NO. 478

24

25

FELICIA R. ZABIN, FCRR, RPR, CCR 478 (702) 676-1087

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6 UNITED STATES DISTRICT COURT

7 DISTRICT OF NEVADA

8
9 JAMES NALDER, Guardian Ad Litem for
minor Cheyanne Nalder, real party in
10 interest, and GARY LEWIS, Individually;

11 Plaintiffs,

12 vs.

13 UNITED AUTOMOBILE INSURANCE
14 COMPANY, DOES I through V, and ROE
CORPORATIONS I through V, inclusive

15 Defendants.
16
17

CASE NO.: 2:09-cv-1348
DEPT. NO.:

**DECLARATION OF WESTERN
REGIONAL CLAIMS MANAGER JAN
COOK IN SUPPORT OF DEFENDANT
UNITED AUTOMOBILE INSURANCE
COMPANY'S MOTION FOR SUMMARY
JUDGMENT AND MOTIONS IN THE
ALTERNATIVE**

18 I, Jan Cook, declare:

19 1. That I am the Western Regional Claims Manager employed at United Automobile
20 Insurance Company ("UAIC"). I make this declaration in support of UAIC's Motion for
21 Summary Judgment and, alternatively Motion to Dismiss Nalder and, further, in the alternative
22 to Bifurcate and Stay extra-contractual claims. I have personal knowledge of the facts set forth
23 below and, if called as a witness, could and would competently testify to them under oath.
24
25
26

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ATTORNEYS AT LAW
1117 S. RANCHO DRIVE
LAS VEGAS, NEVADA 89103

PHONE (702) 243-7000 FACSIMILE (702) 243-7059

1 2. I have familiarized myself with the claims file for the claim made by James
2 Nalder, as Guardian for Minor, Cheyanne Nalder against Gary Lewis' policies of insurance with
3 UAIC. I have familiarized myself with the Nalder's claim file since its opening. As part of that
4 process, I reviewed claims notes made and correspondence sent and received in connection with
5 the handling of the claim. The claims adjuster makes notes at or near the time of the activities in
6 question occur. The creation and maintenance of the claims notes is a regularly conducted
7 business activity of UAIC and said notes are true and accurate. Similarly, all correspondence sent
8 by an adjuster is kept in the Claims file in the usual and ordinary course of business and those
9 documents are true and accurate.

10
11 3. The claims file reveals that the Nalder's made a claim under Gary Lewis' policies
12 with UAIC for the loss, on July 8, 2007, occurring to minor Cheyanne Nalder.

13
14 4. The claim file further reveals that the Nalders' and their Counsel were informed
15 in writing on October 10, 2007 that no coverage existed for Lewis on the date of the accident,
16 July 8, 2007, as his policy had expired June 30, 2007 and no new policy term was incepted until
17 July 10, 2007.

18 5. That a true and accurate copy of the October 10, 2007 correspondence from UAIC
19 to Plaintiff's Counsel, kept in usual and ordinary course of business, is attached hereto as Exhibit
20 'A.'

21
22 6. That, thereafter, the claims file reveals that the Nalder's Counsel sent a copy of
23 the underlying suit to UAIC on October 23, 2007.

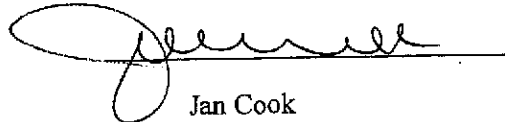
1 7. The claim file further reveals that the Nalders' and their Counsel were informed
2 in writing again, on November 1, 2007, that no coverage existed for Lewis on the date of the
3 accident, July 8, 2007, as his policy had expired June 30, 2007 and no new policy term was
4 incepted until July 10, 2007.

5
6 8. That a true and accurate copy of the November 1, 2007 correspondence from
7 UAIC to Plaintiff's Counsel, kept in usual and ordinary course of business, is attached hereto as
8 Exhibit 'B.'

9
10 9. That the UAIC policies only cover losses which occur within the policies term
11 periods.

12 10. That no coverage existed for Gary Lewis through UAIC on the date of the loss,
13 July 8, 2007.

14 Executed this 4 day of December, 2009, in Scottsdale, Arizona.

15
16 
17
18 Jan Cook

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EXHIBIT A



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

October 10, 2007

Seegmiller & Associates
851 South Rampart Blvd # 200
Las Vegas, NV 89145

DN ymm

Re: Insured: Gary Lewis
Claim Number: 0006000455 - 002- V03
Date of Loss: 07/08/2007
Policy Number: NVA 020021926
Claimant: CheyAnne Nalder & Tammy Nalder

Dear Mr. Clark Seegmiller,

I am in receipt of your letter dated October 2, 2007. Our insured maintains a minimum limits liability policy. The policy in question lapsed (non-renewed) on June 30, 2007. The policy was then renewed on July 10, 2007 at 12:50pm PST. There was no policy in force at the time of the reported loss.

We denied this claim based on the fact there was no coverage in force at the time of the loss.

We have enclosed a copy of our insured's declaration of coverage page as you have requested. Should you have any additional questions feel free to contact me to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509

EXHIBIT B



UNITED AUTOMOBILE INSURANCE GROUP

P.O. Box 14950, Las Vegas, NV 89114-4950
Office: 702-369-0312 - Toll Free: 866-209-4163

November 1, 2007

Christensen Law Offices
1000 South Valley view Blvd.
Las Vegas, NV 89107

ANS

Re: Insured: Gary Lewis
Claim Number: 0006000455
Date of Loss: 07/08/2007
Policy Number: NVA 030021926
Claimant: CheyAnne Nalder

-003-V03

Dear Mr. Sampson and Mr. Christensen,

We are in receipt of your letter dated October 23, 2007. Unfortunately our insured did not have coverage at the time of the loss. A denial letter was forwarded to you denying this claim in its entirety as there was no coverage at the time of the loss.

The only information we can legally provide your office would be information that is public record. We searched our file and could not find a police report for this incident, therefore we will not be able to provide you with the information requested.

I called Mr. Gary Lewis with the number we had on file in an attempt to advise him that your firm is looking to contact him. The number we had on file is no longer in service. If there is anything else we can do that would assist you please feel free to contact Manny Cordova at 702 369 0312 ext 6509 to discuss.

Sincerely,

Manny Cordova
Claim Adjuster
Extension 6509

ATKIN WINNER & SHERROD

ATTORNEYS AT LAW

1117 S. RANCHO DRIVE

LAS VEGAS, NEVADA 89102

PHONE (702) 243-7000 FACSIMILE (702) 243-7059

MATTHEW J. DOUGLAS
Nevada Bar No. 11371
ATKIN WINNER & SHERROD
1117 S. Rancho Drive
Las Vegas, Nevada 89102
Phone (702) 243-7000
Facsimile (702) 243-7059

Attorneys for United Automobile Insurance Company

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JAMES NALDER, Guardian Ad Litem for
minor Cheyanne Nalder, real party in
interest, and GARY LEWIS, Individually;

Plaintiffs,

vs.

UNITED AUTOMOBILE INSURANCE
COMPANY, DOES I through V, and ROE
CORPORATIONS I through V, inclusive

Defendants.

CASE NO.: 2:09-cv-1348
DEPT. NO.:

**DECLARATION OF WESTERN
REGIONAL MARKETING AND
UNDERWRITING MANAGER, DENISE
DAVIS, IN SUPPORT OF DEFENDANT
UNITED AUTOMOBILE INSURANCE
COMPANY'S MOTION FOR SUMMARY
JUDGMENT AND MOTIONS IN THE
ALTERNATIVE**

I, Denise Davis, declare:

I. That I am employed as the Western Regional Marketing and Underwriting Manager at United Automobile Insurance Company ("UAIC"). I make this declaration in support of UAIC's Motion for Summary Judgment and, alternatively Motion to Dismiss Nalder or, further in the alternative, Motion to Bifurcate and Stay Claims for Extra-Contractual remedies. I have personal knowledge of the facts set forth below and, if called as a witness, could and would competently testify to them under oath.

Page 1 of 5

Amended Davis Declaration

838

ATKIN WINNER & SHERROD
ATTORNEYS AT LAW
117 S. RANCHO DRIVE
LAS VEGAS, NEVADA 89102
PHONE (702) 243-7000 FACSIMILE (702) 243-7059

1 2. I have familiarized myself with the Gary Lewis' Underwriting file. As part of that
2 process, I reviewed declarations pages for policies of insurance for Lewis with UAIC and their
3 respective periods of coverage, receipts of payment for policy premiums, and policy renewal
4 notices sent to Lewis. The creation and maintenance of the underwriting file, including
5 declarations pages, receipts of payments, and renewal notices is a regularly conducted business
6 activity of UAIC and said records are true and accurate.
7

8 3. The declarations pages contained in the underwriting file reveal that Gary Lewis
9 was the covered insured under UAIC policy term number NVA 020021926 which had a policy
10 term of May 31, 2007 through June 30, 2007.
11

12 4. A true and accurate copy of the declaration page and policy for UAIC policy term
13 number NVA 020021926, kept in the usual and ordinary course of business by UAIC, is attached
14 hereto as Exhibit 'A'.
15

16 5. That the underwriting file reveals that UAIC Policy term number NVA
17 020021926 expired, per it stated term, on June 30, 2007.
18

19 6. That the underwriting file reveals that Gary Lewis did not send payment for a new
20 policy term of insurance to UAIC prior to the expiration of policy term number NVA 020021926
21 on June 30, 2007.
22

23 7. A true and accurate copy of the renewal notice for UAIC policy number NVA
24 020021926, sent on June 11, 2007 to Lewis, kept in the usual and ordinary course of business by
25 UAIC, is attached hereto as Exhibit 'B'.
26

1 8. That the underwriting file reveals that Gary Lewis did not pay any amount to
2 UAIC for premium prior to the expiration of UAIC policy term number NVA 020021926.

3
4 9. Rather, the underwriting file reveals that at on July 10, 2007 Gary Lewis paid
5 policy premium for a new UAIC policy term, number NVA 030021926, with a policy term of
6 July 10, 2007 through August 10, 2007.

7 10. A true and accurate copy of the receipt of payment for premium for UAIC policy
8 term number NVA 030021926, kept in the usual and ordinary course of business by UAIC, is
9 attached hereto as Exhibit 'C.'

10
11 11. A true and accurate copy of the declarations page for UAIC policy term number
12 NVA 030021926, kept in the usual and ordinary course of business by UAIC, is attached hereto
13 as Exhibit 'D.'

14
15 12. As such, the underwriting file reveals that a period of non-coverage existed for
16 Gary Lewis from June 30, 2007 through July 10, 2007 with UAIC.

17 13. The underwriting file reveals that UAIC policy term number NVA 020021926
18 had expired, per its stated term, on June 30, 2007 and UAIC policy term number NVA
19 030021926 did not incept until July 10, 2007.

20
21 14. The underwriting file further reveals that no UAIC automobile liability policy was
22 in effect for Gary Lewis on July 8, 2007.

23 15. The underwriting file also reveals that the only parties to UAIC insurance policy
24 terms NVA 020021926 and NVA 030021926 were Gary Lewis, Kristin Scott and UAIC.
25
26

ATKIN WINNER & SHERROD
ATTORNEYS AT LAW
1175 S. RANCHO DRIVE
LAS VEGAS, NEVADA 89102
PHONE (702) 243-7000 FACSIMILE (702) 243-7059

1 ///

2

Executed this 8th day of December, 2009, in Scottsdale, Arizona.

3

4



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Danice Davis

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ATKIN WINNER & SHERROD

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CERTIFICATE OF ELECTRONIC SERVICE

I DO HEREBY CERTIFY that I am an employee of ATKIN WINNER & SHERROD and on the 26th day of March, 2013, I did serve, via electric service, the foregoing
**DECLARATION OF WESTERN REGIONAL MARKETING AND UNDERWRITING
MANAGER, DENISE DAVIS, IN SUPPORT OF DEFENDANT UNITED
AUTOMOBILE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT
AND MOTIONS IN THE ALTERNATIVE**

/s/ Victoria Hall

An employee of ATKIN WINNER & SHERROD

ATKIN WINNER & SHERROD
ATTORNEYS AT LAW
1117 S. RANCHO DRIVE
LAS VEGAS, NEVADA 89102
PHONE (702) 248-7000 FACSIMILE (702) 248-7059

EXHIBIT A

1848-RCJ-GWF DEEDATIONS19
 MONTHLY NEVADA PERSONAL AUTO POLICY
 UNITED AUTOMOBILE INSURANCE-NV
 P.O. BOX 15007
 702-369-0312
 LAS VEGAS, NV 89114-5007

POLICY #: NVA 020021926
 AGENT #: 850-85-850006
 DATE PROCESSED: May 31, 2007

COVERAGE PROVIDED
 FROM: May 31, 2007 @ 9:12 A.M. P.D.T.
 TO: June 30, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED:
 GARY S LEWIS
 5049 SPENCER ST Apt.D
 LAS VEGAS, NV 89119

AGENT:
 US AUTO INS AGENCY, INC.
 3909 W. SAHARA AVE., STE. 4
 LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER	NAME	TYPE OF DRIVER	SR-22
1	GARY S LEWIS	Principal	N
2	KRISTEN A SCOTT	Principal	N

DESCRIPTION OF VEHICLE	VEHICLE ID #
VEHICLE YEAR MAKE/MODEL	
1 1996 CHEV PICKUP1500	1GCEC19M6TE214944
2 1994 FORD RANGER	1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0		.200	Y	N	N	N	Y	N	N	N
2	06	012	30MS	1		.200	Y	N	N	N	Y	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	VEHICLE 2
	PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00
	30000/accdnt	33.00
Property Damage	10000/accdnt	29.00
		33.00
FULL TERM PREMIUM	58.00	66.00

POLICY FEE 10.00

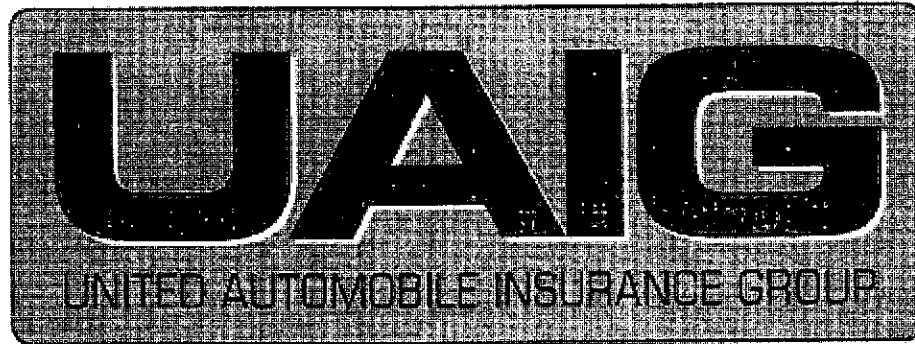
TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 05/31/2007

By

Uise m. Cabrera



UNITED AUTOMOBILE INSURANCE COMPANY

NEVADA PERSONAL AUTOMOBILE POLICY

United Automobile Insurance Company
P.O. Box 14950
Las Vegas, NV 89114 - 4950

WARNING:

Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under state or federal law, or both, and may be subject to civil penalties and MAY LEAD TO THE DENIAL OF A CLAIM.

UAIC NV (3-07)

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AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to the terms of this policy. These policy provisions, along with your application, the declarations page and any applicable endorsements will constitute your policy of insurance. We will insure you for the coverages and Limits of Liability for which a premium is shown in the Declarations of this policy.

DEFINITIONS USED THROUGHOUT THIS POLICY

- (1) "We," "us," and "our" mean the Company providing this insurance.
- (2) "You" and "your" mean the Policyholder named in the Declarations and spouse if living in the same household.
- (3) "Bodily injury" means bodily injury, sickness, disease or death.
- (4) "Property damage" means damage to or destruction of tangible property, including loss of its use.
- (5) "Car" means a licensed and registered automobile of the private passenger type designed for use upon a public road. "Car" also means a vehicle with a load capacity of 1,500 pounds or less of the pick-up or van type not used in any business. This definition shall not include:
 - (a) motorcycles, scooters, mopeds;
 - (b) midget cars;
 - (c) golf mobiles;
 - (d) tractors;
 - (e) farm machinery;
 - (f) any vehicle operated on rails or crawler treads;
 - (g) or any vehicle used as a residence or premises.
 - (h) go carts
- (6) "Utility trailer" means a vehicle designed to be towed by a private passenger car.
- (7) "Your insured car" means:
 - (a) the car owned by you described in the Declarations.
 - (b) a car you acquire during the policy period.
 1. "Replacement Car": The car must replace the car described in the Declarations. It will have the same coverages as the car it replaced with the exception of Car Damage Coverage. If you want coverage to apply to the replacement car you must notify us within 30 days of the date you acquire it.
When you ask us to add Car Damage Coverage for the replacement car, such coverage will be in effect no earlier than the time and day on which you ask us to add the coverage. If you ask us to add Car Damage Coverage in writing, the coverage will not be in effect until 12:01 A.M. on the day following the date of the postmark shown on the envelope containing your request. If a postage meter is used on the envelope containing your request to add Car Damage Coverage, coverage will be in effect no earlier than the time and day your request is received by us. All insurance for the car being replaced is ended when you take delivery of the replacement car.
 2. "Newly Acquired Additional Car": When you ask us to add an additional car, not previously owned by you, a relative, or a resident, acquired by you while this policy is in effect, you must notify us of the newly acquired additional car within 14 days of date it was acquired to have liability coverage apply.
 3. "Substitute Car": any substitute car or utility trailer not owned by you, a relative, or a resident being temporarily used by you with the express permission of the owner. The car must be a substitute for another car covered which is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

For purposes of this policy, any car leased by you under a written agreement for a continuous period of at least six months shall be deemed to be owned by you.

- (8) "Non-owned car" means a car used by you with the express permission of the owner and not owned by, furnished, or available for the regular use of you, a relative or a resident.
- (9) "Private passenger car" means a car of the private passenger type with not less than four wheels. This definition shall not include a van or pick-up truck.
- (10) "Auto business" means the business or occupation of selling, leasing, repairing, servicing, delivering, testing, storing or parking cars.
- (11) "Business" includes trade, profession, or occupation, or any use where compensation of any type is received.
- (12) "Relative" means a person living in your household and related to you by blood, marriage or adoption, including a ward or foster child.
- (13) "Resident" means a person, other than a relative, living in your household.
- (14) "Occupying" means in, on, getting into or out of.
- (15) "State" means the District of Columbia and any state of the United States of America.
- (16) "Racing" means preparation for any racing, speed, demolition or stunting contest or activity. Racing also includes participation in the event itself, whether or not such event, activity or contest is organized.
- (17) "Crime" means any felony or misdemeanor and any act of eluding the police.
- (18) "Diminution in value" means the actual loss in market or resale value of property which results from a loss.

- (19) "Loss" means sudden, direct, and accidental loss or damage.
- (20) "Regular use" means authorized use of a car without being required to ask permission each time it is used or recurring use of a car.
- (21) "Compensatory money damages" means any money required to be paid to compensate a person for economic or non-economic damages resulting from bodily injury or property damage.
- (22) "Punitive or Exemplary damages" means any money required to be paid for any purpose other than compensatory money damages for bodily injury or property damage.

PART I - LIABILITY

COVERAGE A - LIABILITY COVERAGE INSURING AGREEMENT

We will pay damages for bodily injury or property damage for which an insured person is legally liable because of the ownership or use of your insured car or a non-owned car. The bodily injury or property damage must be caused by an auto accident.

We will defend any suit or settle any claim for damages as we think appropriate. We will not defend or settle any suit or claim after we reach our limit of liability. We have no duty to defend any suit or settle any claim for bodily injury or property damage not covered under this policy.

ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this Part, "insured person" means:

- (1) you, a relative or resident.
- (2) any person using your insured car with your express or implied permission.
- (3) any other person or organization but only with respect to legal liability for acts or omissions of:
 - (a) a person covered under this Part while using your insured car; or
 - (b) you while using a car other than your insured car. The car must not be owned or hired by that person or organization.

As used in this Part, "insured person" means with respect to a non-owned car only you, a relative or a resident.

ADDITIONAL PAYMENTS

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

- (1) all costs we incur in the settlement of a claim or defense of a suit.
- (2) all costs assessed against you in our defense of a suit.
- (3) interest on damages awarded in a suit we defend accruing after a judgment is entered. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- (4) Any other reasonable expenses incurred at our request

EXCLUSIONS

We do not provide coverage for bodily injury or property damage:

- (1) resulting from the ownership or use of a vehicle when used to carry persons or property for a charge. This includes rental of your insured car to others. This exclusion does not apply to shared expense car pools.
- (2) resulting from the ownership or use of a vehicle when used for wholesale or retail delivery. This includes, but is not limited to, mail, newspaper, floral and food delivery.
- (3) caused intentionally by or at the direction of an insured person.
- (4) for which a person is an insured under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that policy are exhausted.
- (5) to an employee of an insured person arising in the course of employment by an insured person. Coverage does apply to a domestic employee unless workers' compensation benefits are required or available for that employee.
- (6) resulting from the ownership or use of a vehicle by any person while that person is employed or otherwise engaged in a business, unless we were told of this use before an accident, and an additional premium was charged.
- (7) to property owned or being transported by an insured person.
- (8) to property rented to, used by or in the care of an insured person, except a residence or private garage.
- (9) resulting from the ownership, maintenance or use of a motorized vehicle with less than four wheels.
- (10) arising out of the ownership or use of any vehicle, other than your insured car, which is owned by or available for regular use by you, a relative or resident.
- (11) resulting from the use of any vehicle for racing.
- (12) assumed by an insured person under any contract or agreement.
- (13) arising out of the ownership, maintenance or use of a car when rented or leased to others by any insured person.
- (14) incurred while the car is used for towing a trailer designed for use with other than a private passenger car.
- (15) For any amount in excess of the minimum financial responsibility laws of the state where the accident occurs or the State of

- Nevada resulting from the use of a car by a person specifically excluded.
- (16) due to or resulting from war, insurrection, rebellion, riot, or revolution.
 - (17) arising out of the use of:
 - (a) **your insured car** by a person without your express or implied permission; or
 - (b) a **car** by any person without the owner's express or implied permission
 - (18) arising out of actual, alleged, or threatened discharge, dispersal, release, or escape of any pollutant except if it is sudden and accidental and arises directly from collision of **your insured car**.
 - (19) in the event of an accident occurring outside the state of Nevada, we will not pay any amount in excess of the minimum financial responsibility limits of that state, or greater than the minimum financial responsibility limits of Nevada, whichever is higher.
 - (20) While the **insured person** is in the commission of a crime.
 - (21) to any **insured person** or third party which results from the discharge of a firearm
 - (22) for punitive or exemplary damages.
 - (23) arising out of the operation of farm machinery.
 - (24) as an insured driver of a non-owned vehicle, this insurance will be secondary to any and all insurance applicable to the non-owned vehicle operated by the insured with permission of the owner of said non-owned vehicle.
 - (25) sustained by any person while using or operating **your insured car** while engaged in the business of selling, leasing, repairing, servicing, parking or storing motor vehicles. This includes testing, road testing and delivery.
 - (26) After the sale or relinquished ownership of an **insured car**.

FEDERAL TORT CLAIMS ACT EXCLUSION

The following are not **insured persons** under PART I- LIABILITY of the policy:

- (1) the United States of America or any of its agencies.
- (2) any person for **bodily injury** or **property damage** arising from operation of a vehicle by that person as an employee of the United States Government.

CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS

When we certify this policy as proof under a state financial responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

You agree to reimburse us for any payment made by us that we would not have been obligated to make under the terms of this policy.

OUT OF STATE INSURANCE

If you are traveling in a state that has compulsory motor vehicle insurance requirements for non-residents, we will automatically provide the required liability insurance. We will not provide any coverage under the no-fault law or any other similar law of any other state.

LIMITS OF LIABILITY

The limits of liability shown in the Declarations apply subject to the following:

- (1) the **bodily injury** liability limits for "each person" is the maximum we will pay as damages for **bodily injury** to one person in one accident, including, but not limited to, derivative claims of a relative.
- (2) subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each accident" is the maximum we will pay as damages for all **bodily injury** to two or more persons in any one accident.
- (3) the **property damage** liability limit for "each accident" is the maximum we will pay for all damages to property in one accident.
- (4) all **bodily injury** or **property damage** limits are subject to Exclusion (19), if applicable.

All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions, or occurrence shall be considered as arising out of one accident

We will pay no more than the maximum limit of liability regardless of the number of:

- (1) **insured persons**;
- (2) claims;
- (3) claimants;
- (4) policies; or
- (5) vehicles involved in the accident.

We will reduce any amount payable under this coverage to an injured person by any amount paid to that person under PART III, Uninsured/Underinsured Motorists Coverage, of this policy.

OTHER INSURANCE

If there is other applicable liability insurance on a loss covered by this Part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits. However, any insurance afforded under this part for a vehicle you do not own is excess over any other collectible insurance.

No insurance is afforded on newly acquired vehicles if there is other valid and/or collectible insurance.

PART II - MEDICAL PAYMENTS:

COVERAGE B - MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury;

- (1) sustained by an insured person; and
- (2) caused by accident.

We will pay those expenses incurred within one year from the date of the accident.

ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this Part "insured person" means:

- (1) Any person while occupying your insured car while the car is being used by you, a relative, a resident or another person if that person has your express or implied permission.

EXCLUSIONS

This coverage does not apply for bodily injury to any person:

- (1) sustained while occupying your insured car when used to carry persons for a charge. This exclusion does not apply to shared expense car pools.
- (2) resulting from the ownership or use of a vehicle when used for wholesale or retail delivery. This includes but is not limited to mail, newspaper, floral, and food delivery.
- (3) sustained while occupying any vehicle located for use as a residence or premises.
- (4) sustained while occupying a motorized vehicle with less than four wheels.
- (5) sustained while occupying or through being struck by any vehicle, other than your insured car, which is owned by or furnished or available for regular use by you, a relative or resident.
- (6) sustained while occupying a vehicle while the vehicle is being used in the business of an insured person.
- (7) occurring during the course of employment if benefits are payable or must be provided under a workers' compensation law or similar law.
- (8) caused by war, insurrection, rebellion, riot, revolution, nuclear reaction, radiation or radioactive contamination.
- (9) while in the commission of a crime.
- (10) sustained while occupying a vehicle without the owner's express permission to do so.
- (11) resulting from the use of a car by a person or persons specifically excluded.
- (12) while involved in any racing event

LIMITS OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

- (1) insured persons;
- (2) claims;
- (3) claimants;
- (4) policies; or
- (5) vehicles involved in the accident.

NO DUPLICATION, STACKING OR COMBINING OF MEDICAL COVERAGE

If you have more than one car insured by us, we will not pay any insured person for bodily injury sustained in any one accident, more than the limit of "Medical Payment Coverage" which you have on any one of those insured cars.

Any amount paid or payable for medical expenses under the Liability or Uninsured/Underinsured Motorists coverages of this policy shall be deducted from the amounts payable under this Part. No payment will be made under this coverage unless the injured person or his legal representative agrees that any payment shall be applied toward any settlement or judgment that person receives under Part I or Part III of this policy.

OTHER INSURANCE

Any payment we make under this Part to an insured person shall be prorated with any other applicable auto medical payments insurance.

We will not be liable under this policy for any medical expense paid or payable under the provisions of any:

- (1) premises insurance providing coverage for medical expenses; or
- (2) individual blanket, or group accident, disability or hospitalization plan; or
- (3) medical, surgical, hospital, or funeral services, benefit or reimbursement plan; or
- (4) worker's compensation or disability benefits law or any similar law.

ARBITRATION

If any insured person and we do not agree that the insured person is legally entitled to recover compensatory money damages or on the amount of compensatory money damages, then the dispute will be arbitrated. However, disputes concerning coverage under this part may not be arbitrated.

The insured person may make a written demand for arbitration. We and the insured person will each select an arbitrator. The two selected arbitrators will then select a third arbitrator. If they cannot agree within 30 days then upon request of the insured person or us, the third arbitrator will be selected by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear equally the expenses of the third arbitrator. Unless both parties agree otherwise, arbitration will take place in the county in which the insured person lives. Local rules of law and evidence will apply. Any decision of the arbitrators will not be binding.

PART III -- UNINSURED/UNDERINSURED MOTORIST COVERAGE C-1 UNINSURED/UNDERINSURED MOTORISTS COVERAGE INSURING AGREEMENT

We will pay compensatory damages which an insured person is legally entitled to recover from the owner or operator of an Uninsured or Underinsured motor vehicle because of bodily injury,

- (a) sustained by an insured person; and
- (b) caused by an accident.

The owner's or operator's liability for these damages must be caused by an accident and arise out of the ownership, maintenance or use of the uninsured or underinsured motor vehicle.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this Part:

- (1) "Insured person" means:
 - (a) you, a relative or a resident.
 - (b) any other person occupying your insured car.
- (2) Underinsured motor vehicle means a land motor vehicle or trailer of any type for which the sum of the damages for bodily injury which the insured has incurred and is legally entitled to recover from the owner or operator of the other vehicle up to the limits of his own coverage to the extent that those damages exceed the limits of the coverage for bodily injury carried by that owner or operator at the time of the accident and is:
 - (a) on the Declarations page of the insured as Underinsured Motorists Coverage.However, underinsured motor vehicle does not include:
 - (b) an uninsured motor vehicle.
 - (c) a vehicle insured under the liability coverage of the same policy of which this Underinsured Motorists Coverage is a part.
- (3) Uninsured motor vehicle means a land motor vehicle or trailer of any type:
 - (a) to which no liability bond or policy applies at the time of the accident.
 - (b) to which a liability bond or policy applies at the time of the accident. In this case, its limit for liability must be less than the minimum limit for liability specified by Nevada law.
 - (c) a hit-and-run vehicle whose owner or operator cannot be identified and which hits:
 - (i) the insured person;
 - (ii) a vehicle an insured person is occupying; or
 - (iii) your insured car.
 - (d) to which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is or becomes insolvent.

However, uninsured motor vehicle does not include:

- (a) an underinsured motor vehicle.

In addition, neither uninsured nor underinsured motor vehicle includes any vehicle or equipment:

- (a) owned by or furnished or available for the regular use of you, a relative, or a resident.
- (b) operated on rails or crawler treads.
- (c) designed mainly for use off public roads while not on public roads.
- (d) while located for use as a residence or premises.

EXCLUSIONS

This coverage does not apply for bodily injury:

- (1) to a person sustained while using a vehicle without the owner's express or implied permission to do so.
- (2) resulting from the ownership or use of a vehicle when used for wholesale or retail delivery. This includes but is not limited to mail, newspaper, floral, and food delivery.
- (3) to a person if that person or the legal representative of that person makes a settlement without our written consent.
- (4) to a person occupying or struck by a motor vehicle owned by you, a relative or a resident which is not insured for this coverage under this policy.
- (5) to a person occupying **your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared expense car pools.
- (6) resulting from the use of a car by a person or persons specifically excluded.
- (7) for **punitive or exemplary damages**.
- (8) to a person claiming Uninsured / Underinsured Motorists Coverage who does not notify the police within 24 hours if a hit and run driver is involved.
- (9) resulting from the use of an **insured car** while involved in any racing event.
- (10) resulting from the ownership, maintenance or use of a motorized vehicle with less than four wheels.
- (11) resulting from the discharge of a **firearm**.
- (12) which arises from an auto accident that does not involve physical contact with another vehicle.

This coverage shall not apply directly or indirectly to benefit:

- (a) any insurer or self-insurer under any of the following or similar law.
 - (i) workers' compensation law, or
 - (ii) disability benefits law.
- (b) any insurer of property.

LIMITS OF LIABILITY**NO DUPLICATION, STACKING OR COMBINING OF UNINSURED MOTORIST BODILY INJURY COVERAGE**

If you have more than one car insured by us, we will not pay any injured person more than the limit of "Uninsured Motorist Injury Coverage" which you have on any one of those **insured cars**, regardless of the number of claims made or motor vehicles involved in the accident. Coverage on your other motor vehicles insured by us CANNOT be added, stacked together or combined.

- (1) The limits of liability shown in the Declarations for Uninsured Motorists Coverage or Underinsured Motorists Coverage apply subject to the following:
 - (a) the **bodily injury** liability limits for "each person" is the maximum we will pay as damages for **bodily injury** to one person in one accident, including, but not limited to, derivative claims of a relative.
 - (b) subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each accident" is the maximum we will pay as damages for all **bodily injury** to two or more persons in any one accident.
- (2) The limits of liability shall be reduced by all sums paid because of the **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under PART I - LIABILITY of this policy.
- (3) Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid or payable because of the **bodily injury** under any of the following or similar laws:
 - (a) workers' compensation law, or
 - (b) disability benefits law.
- (4) Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under PART I - LIABILITY of this policy.
- (5) We will reduce any amount payable under this coverage to an injured person by any amount paid to that person under PART II, MEDICAL PAYMENTS COVERAGE, of this policy.
- (6) No one will be entitled to receive duplicate payments for the same elements of loss.

All **bodily injury** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one accident.

We will pay no more than the maximum limit of liability as shown in the Declarations for Uninsured Motorists Coverage or Underinsured Motorists Coverage regardless of the number of:

- (1) insured persons;
- (2) claims;
- (3) claimants;
- (4) policies; or
- (5) vehicles involved in the accident.

OTHER INSURANCE

If there is other similar insurance on a loss covered by this Part we will pay our proportionate share as our limit of liability bears to the total limits of all applicable similar insurance. However, any insurance we provide for a vehicle you do not own is excess over any other applicable similar insurance.

ARBITRATION

If any insured person and we do not agree that the insured person is legally entitled to recover compensatory money damages or on the amount of compensatory money damages, then the dispute will be arbitrated. However, disputes concerning coverage under this part may not be arbitrated.

The insured person may make a written demand for arbitration. We and the insured person will each select an arbitrator. The two selected arbitrators will then select a third arbitrator. If they cannot agree within 30 days then upon request of the insured person or us, the third arbitrator will be selected by a judge of a court having jurisdiction.

Each party will pay the expenses it incurs and bear equally the expenses of the third arbitrator. Unless both parties agree otherwise, arbitration will take place in the county in which the insured person lives. Local rules of law and evidence will apply. Any decision of the arbitrators will not be binding.

TRUST AGREEMENT

If we pay you for a loss under this coverage:

- (1) We are entitled to recover from you an amount equal to such payment if there is a legal settlement made or a judgment paid on your behalf with or against any person or organization legally responsible for the loss.
- (2) You must hold in trust for us all rights to recover money which you have against the person or organization legally responsible for the loss.
- (3) You must do everything reasonable to secure our rights and do nothing to prejudice these rights.
- (4) If we ask, you must take necessary or appropriate action, through a representative designated by us, to recover payment as damages from the responsible person or organization.
- (5) You must execute and deliver to us any legal instrument or papers necessary to secure all rights and obligations of you and us as established here.
- (6) An insured person under this coverage must do nothing before or after a loss to prejudice our rights of recovery from any uninsured motorists.

ADDITIONAL CONDITIONS UNDER THIS PART OF THE POLICY

- (1) No claim can be brought against us unless the insured person has fully complied with all the terms of this policy.
- (2) No claim will accrue to an insured person under this part of the policy unless within two years from the date of the accident:
 - (a) the insured person gives us notice of the claim subject to the other terms and conditions of the policy; or
 - (b) an agreement between us and the insured person on any amount due under this part of the policy has been concluded.

ADDITIONAL DUTIES UNDER THIS PART OF THE POLICY

Any Insured person making a claim under this part of the policy shall:

- (1) Give us all the details about any bodily injury and any other information we request;
- (2) Be examined by physicians chosen and paid by us as often as we may reasonably require. Provide us with an authorization and list of medical providers which will allow us to obtain any and all medical records which we deem relevant to the claim made by you. If the insured person is no longer living or unable to act, his or her legal representative shall authorize us to obtain all medical reports and records;
- (3) As a condition precedent to receiving any benefits under this Policy, any person seeking benefits must cooperate with us in the investigation, settlement or defense of any claim or suit, including submitting to an examination under oath by any person named by us when or as often as we may reasonably require at a place designated by us within a reasonable time after we are notified of the claim. Only the person being examined and his attorney may be present during the examination. A minor seeking benefits must submit to an examination with a guardian who may also be present;
- (4) Report a hit and run accident to the police or proper authorities within 24 hours.
- (5) Allow us to see and inspect the car that the insured person occupied in a hit and run accident,
- (6) Immediately send us a copy of all suit papers if the insured person or his or her legal representative sues the party liable for the accident for compensatory money damages.

PART IV - CAR DAMAGE / PHYSICAL DAMAGE (COMPREHENSIVE & COLLISION)

COVERAGE D - CAR DAMAGE COVERAGE INSURING AGREEMENT

We will pay for loss to your insured car:

- (1) caused by collision; or

(2) not caused by collision

less any applicable deductibles shown in the Declarations. The deductible shall apply separately to each loss. Coverage does not apply under this Part for a car or utility trailer not owned by you other than your insured car.

LOSS SETTLEMENT

We may pay the loss in money or repair or replace damaged or stolen property. Repair or replacement may be made with materials or equipment of the same like, kind, and quality. We may, at any time before the loss is paid or the property is replaced, return, at our expense, any stolen property either to you or to the address shown in the Declarations, with payment for any resulting damage. We may apply depreciation. We may keep all or part of the property at the agreed or appraised value. You do not have the right to abandon salvage to us.

ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this Part:

- (1) "Your insured car" means:
 - (a) The vehicle listed in the Declarations for this coverage.
 - (b) A vehicle you acquire during the policy period provided:
 - (i) it replaces the vehicle which was insured under the Car Damage portion of this policy; and
 - (ii) you notify us within 30 days of the date you acquire it.
 - (c) A car or utility trailer not owned by or furnished or available for the regular use of you, a relative or a resident while being used with the express permission of the owner.
 - (2) "Insured person" means:
 - (a) You, a relative or resident.
 - (b) Any person using your insured car with your express permission.
 - (3) "Collision" means the impact of your insured car with another object or upset of your insured car. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is loss not caused by collision.
 - (4) "Comprehensive" (excluding collision) at the Company's option to have repaired or to pay for loss caused other than by collision to the owned automobile or to a non-owned automobile operated by an insured but only for the amount of each such loss in excess of the deductible amount stated in the Declaration as applicable hereto. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, shall not be deemed to be loss caused by collision.
 - (5) "Loss" means sudden, direct and accidental loss of or damage to:
 - (a) your insured car;
 - (b) its original equipment, as available and permanently installed by the manufacturer as part of a standard option package at the time of purchase; or
 - (b) special equipment as described in the Declarations of this policy.
 - (6) "Like kind and quality part" includes but is not limited to a replacement part for any vehicle obtained from another vehicle.
- Loss shall not include confiscation of the vehicle by any governmental authority.
- (7) "Special Equipment" means equipment that was not installed by the manufacturer as part of a standard option package at the time of purchase. This includes but is not limited to:
 - (a) radios, stereos, CD players, tape or cassette players and their accessories;
 - (b) camper shells, toppers, and bed liners;
 - (c) custom interior work such as carpeting, seats, paneling or furniture;
 - (d) any equipment that modifies the vehicles standard appearance or performance;
 - (e) T-tops, moon roofs, sun roofs, nose bras, custom wheels and tires, custom paint work, decals and graphics; or
 - (i) utility trailers.

CAR STORAGE COVERAGE

We will pay up to \$10 a day with a maximum of \$300 for the cost of storage of your insured car in the event of a loss to your insured car for which coverage is provided under this Part, provided that you must cooperate with us in any effort deemed necessary by us to move your insured car to a storage free facility.

TOWING AND RENTAL COVERAGE

This coverage is only available when CAR DAMAGE (Comprehensive and Collision) coverage is purchased. If this optional coverage is purchased, in effect and indicated on the declaration page of the insured at the time of loss, we will pay the following:

1. Towing: \$50 per occurrence, up to \$100 per 12 month period.
2. Rental: \$25 per day to a maximum of \$450 within a 12 month period.

NOTICE: This Towing & Rental coverage is limited to Comprehensive and Collision losses, not mechanical breakdowns.

EXCLUSIONS

We do not cover loss:

- (1) to **your insured car** while used to carry persons or property for a charge. This includes rental of **your insured car** to others. This exclusion does not apply to shared-expense car pools.
- (2) Resulting from the ownership or use of a vehicle when used for wholesale or retail delivery. This includes, but is not limited to, mail, newspaper, floral and food delivery.
- (3) caused by war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequences of any of these.
- (4) to sound reproducing equipment not permanently installed in the dash or console opening of **your insured car**.
- (5) to tapes, compact discs, or similar items used with sound equipment
- (6) to sound receiving or transmitting equipment designed for use as citizens band radios, two-way mobile radios, telephones, scanning monitor receivers, radar detectors, television sets, video cassette recorders, audio cassette recorders, personal computers, their accessories or antennas.
- (7) to awnings, cabanas, or equipment designed to provide living facilities.
- (8) resulting from prior loss or damage, manufacturer's defects, wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. However, coverage does apply if the damage is the result of other loss covered by this policy.
- (9) to **your insured car** due to destruction or confiscation by governmental authorities because of use in illegal activities, or failure to bring it into compliance with the Environmental Protection Agency or the Department of Transportation.
- (10) to **special equipment** not described in the Declarations.
- (11) to refrigeration, cooling or sleeping facilities.
- (12) resulting from **your** or a family member's ownership, maintenance or use of **your insured car** in any racing event.
- (13) caused by the theft or conversion of **your insured car** by a person you have voluntarily entrusted **your insured car** to. This exclusion does not apply when **your insured car** is stolen from the person you loaned the car to, if the theft is reported to the police within 24 hours of the loss.
- (14) to **your insured car** arising out of or during its use for the transportation of any:
 - (a) explosive substance;
 - (b) flammable liquid, or
 - (c) similar hazardous materials; except transportation incidental to **your** ordinary household or farm activities.
- (15) to clothes, tools or personal effects.
- (16) to **your insured car** caused by or resulting from you acquiring **your insured car** from the seller without legal title available to you.
- (17) to any equipment which mechanically or structurally changes **your insured car** and results in an increase in performance.
- (18) resulting from the use or operation of **your insured car** in the commission of a crime or while driving under the influence of alcohol or illegal drug usage.
- (19) To **your insured car** caused intentionally by or at the direction of an insured person.
- (20) To **your insured car** while being operated by a person or persons specifically excluded.
- (21) To any vehicle not owned by you not caused by collision.
- (22) To any vehicle that is subject to any bailment lease, conditional sale or consignment agreement, not specifically declared and described in this policy.
- (23) To **your insured car** due to diminution in value.

LIMIT OF LIABILITY

Our limit of liability for loss shall not exceed the lesser of:

- (1) the actual cash value of **your insured car** which was stolen or damaged; or
- (2) the amount necessary to repair or replace **your insured car** which was stolen or damaged; or
- (3) the amount necessary to repair or replace a **utility trailer** not owned by you, a relative or resident subject to a maximum of \$500.

However, in the event that the coverage applies to a car you do not own, our liability is limited to the highest actual cash value of **your insured car** described in the Declarations for which Car Damage Coverage has been purchased.

Special Equipment is not covered unless the value of the equipment has been reported to us prior to the loss and a premium has been paid for the additional coverage as described in the Declarations. Our limit of liability for this equipment shall be the lesser of:

- (1) the actual cash value; or
- (2) the declared value subject to a \$50 deductible.

Sound reproducing equipment and component parts shall be subject to a maximum limit of \$1,000 in the aggregate.

OTHER INSURANCE

If there is other applicable similar insurance on a loss covered by this Part, we will pay only that proportion of the loss that our limit of liability bears to the total limits of all applicable similar insurance. However, any insurance afforded under this Part for a vehicle you do not own is excess over any other applicable similar insurance.

APPRAISAL

You or we may demand appraisal of the loss. Each will appoint and pay a competent and licensed appraiser and will equally share other appraisal expenses. The appraisers will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by any two will determine the amount payable subject to the terms of this policy.

NO BENEFIT TO BAILEE

This insurance shall not in any way benefit any person or organization caring for or handling property including your insured car for a fee.

PART V - NON-OWNER COVERAGE

This Part V applies only if the term "Non-Owner" appears on the Declarations of the policy. The purpose of "Non-Owner" Coverage is to insure the named insured against the liability imposed by the law upon the named insured for bodily injury to or death of any person or damage to property to the amounts and limits stated on the Declaration of this policy and growing out of the use or operation by the named insured within the continental limits of the United States or the Dominion of Canada of a non-owned automobile. If the term "Non-Owner" appears on the Declarations of the policy, then all the terms and conditions of the policy apply except as modified herein, and to the extent that any definition, term or provision of Part V conflicts with any definition, term or provision of any other Part of this policy, the purpose, definitions, terms and provisions of Part V shall control the other Part of this policy.

If this Part V applies then:

1) In Part I - Liability and in all other Parts incorporating said section "Insured Person" is deleted and the following is substituted: **Insured Person.** The only person insured under this policy is the named insured and his or her spouse, if a resident of the same household, and then only with respect to a non-owned automobile, provided the use and operation thereof is with the permission of its owner and within the scope of permission.

2) Part V Definitions to be substituted for definitions in Part I - Liability and as incorporated in other Parts or Conditions from Part I - Liability:

"Non-owned automobile" means an automobile not owned by or furnished for the regular use of the named insured or any resident of the household of the named insured.

"Your insured car" means any automobile owned by or furnished for the regular use of the named insured or a resident of the household of the named insured.

3) Part V definitions to be substituted in specified Parts and related Conditions:

For purpose of Part III - Uninsured / Underinsured Motorist Coverage and of Part II - Medical Payments Coverage:

"insured person" means the named insured and any relative of the named insured.

4) The following are added Exclusions:

In Part I - Liability:

(26) to any automobile owned by or furnished for the regular use of the named insured, or owned by or furnished for the regular use of a resident of the household of the named insured;

(27) to any automobile while used in a business or occupation of the named insured.

In Part II - Medical Payments:

(13) by arising out of the use, operation, or maintenance of any automobile owned by or furnished for the regular use of the named insured or a resident of the household of the named insured;

In Parts III - Uninsured / Underinsured Motorist Coverage:

(13) to injuries arising out of the operation, use or maintenance of a motor vehicle owned by or furnished for the regular use of the named insured, resident spouse or other resident of the named insured's household.

5) In all Parts, delete the Other Insurance section and replace it with:

Other Insurance: This insurance shall be excess insurance over any other valid and collectible insurance or self-insurance.

PART VI - GENERAL PROVISIONS

TWO OR MORE CARS INSURED

If there is an accident or loss to which this or any other automobile policy issued to you by us applies, the total limit of our liability under all the policies will not exceed the highest applicable limit of liability under any one policy. **YOU CANNOT STACK COVERAGES OR POLICIES.**

NOTICE TO COMPANY

Your notice to our authorized agent will be deemed to be notice to us.

POLICY PERIOD, TERRITORY

This policy applies only to accidents and losses during the policy period shown in the Declarations and occurring within the United States of America, its territories or possessions, or between their ports.

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. Messages left after normal business hours will not affect coverage. All changes are subject to underwriting review and approval. If a premium adjustment is necessary we will make it as of the effective date of the change. When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective.

SUIT AGAINST US

We may not be sued unless there is full compliance with all terms of this policy. We may not be sued under PART 1 - Liability coverage until the obligation of an insured person to pay is finally determined. This determination can be made either by judgment against the person after actual trial 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.

No suit or action whatsoever shall be brought against us for the recovery of any claim under Part III - UNINSURED / UNDERINSURED MOTORISTS coverage unless same is commenced within twenty-four months next after the date of the accident.

OUR RECOVERY RIGHTS

In the event of a payment under this policy, we are entitled to all the rights of recovery that the person or organization to whom payment was made has against another. That person or organization must sign and deliver to us any legal papers relating to that recovery. They must also do whatever else is necessary to help us exercise those rights and do nothing after loss to prejudice our rights.

When a person has been paid damages by us under this policy and also recovers from another, the amount recovered shall be held by that person in trust for us and reimbursed to us to the extent of our payment.

ASSIGNMENT

Interest in this policy may not be assigned without our written consent. If you die, the policy will cover for the remainder of the policy term:

- (1) any surviving spouse;
- (2) the legal representative of the deceased person while acting within the scope of duties of a legal representative while occupying your insured car.

BANKRUPTCY

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

CANCELLATION AND NON-RENEWAL

This policy may be canceled during the policy period as follows:

- (1) You may cancel by:
 - (a) returning this policy to us; or
 - (b) giving us advance written notice of the future date cancellation is to take effect.
- (2) We may cancel by mailing to you at the address shown in the Declarations:
 - (a) at least 10 days notice:
 - (i) if cancellation is for nonpayment of premium; or
 - (ii) if notice is mailed during the first 69 days this policy is in effect and this is not a renewal policy; or
 - (b) at least 30 days notice in all other cases.
- (3) After this policy is in effect for 70 days, or if this is a renewal, we will cancel only:
 - (a) for nonpayment of premium; or
 - (b) if your driver's license or that of:
 - (i) any driver who lives with you; or

- (ii) any driver who customarily uses your insured car has been suspended or revoked; or
- (c) for fraud, willful misrepresentation or concealment on the part of any insured with respect to a material fact or circumstance relating to the issuance or continuation of this policy.

If we decide not to renew this policy, we will mail notice to you at the address shown in the Declarations. Notice will be mailed at least 30 days before the end of the policy period.

Proof of mailing any notice shall be sufficient proof of notice. The effective date of cancellation stated in a notice is the end of the policy period.

Upon cancellation, you may be entitled to a premium refund. Our making or offering a refund is not a condition of cancellation.

If we cancel this policy for a reason other than nonpayment of premium, any refund due will be computed on a daily pro-rate basis. Earned premium is calculated on a daily basis.

If you or we cancel, any premium due you of less than \$10 it will be refunded to you only upon your written request.

With regards to dormant accounts, as defined by the Unclaimed Property Act, and property deemed abandoned is subject to a dormancy charge of \$5 per month. This charge shall occur each consecutive month that the account remains dormant until such time the value of the property equals zero dollars.

AUTOMATIC TERMINATION

This policy will automatically terminate at the end of the current policy period if you or your representative does not accept our offer to renew it. Your failure to pay the required renewal premium when due means that you have declined our offer.

If the down payment check for a new policy or renewal term is not honored by the bank, the policy will be rescinded and no coverage will be afforded.

We will mail or deliver any premium billing notice for renewal of this policy to you, at the address shown in the Declarations.

If other insurance is obtained on your insured car, similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

FRAUD AND MISREPRESENTATION

The statements made by you in the application are deemed to be your representations. If any representation contained in the application is false, misleading or materially affects the acceptance or rating of this risk by us, by either direct misrepresentation, omission, concealment of facts or incorrect statements, this policy will be null and void from its inception.

If any representation contained in any notification of change is false, misleading or materially affects the acceptance or rating of this risk by us, by either direct misrepresentation, omission, concealment of facts or incorrect statements, this policy will be null and void from the effective date of the change.

This policy will be void at our option if you or an insured person or any other individual act at or by the direction of you or any insured person has:

- (1) concealed or misrepresented any material fact; or
- (2) committed or attempted fraud concerning any matter regarding this policy whether before or after a loss.

PART VII WHAT TO DO IN CASE OF AN AUTO ACCIDENT OR LOSS

NOTICE OF ACCIDENT OR LOSS

In the event of an accident or loss, notice must be given to us promptly. The notice must give the time, place and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses.

FAILURE TO PROMPTLY REPORT A LOSS OR ACCIDENT TO US MAY JEOPARDIZE YOUR COVERAGE UNDER THIS POLICY.

OTHER DUTIES

A person claiming any coverage under this policy must also:

- (1) cooperate with us and assist us in any matter concerning a claim or suit, including presence at a trial.
- (2) send us promptly any legal papers received relating to any claim or suit.
- (3) submit to physical examinations at our expense by doctors we select as often as we may reasonably require.
- (4) authorize us to obtain medical and other records including but not limited to credit and financial records.
- (5) submit a proof of loss under oath if required by us.

- (6) As a condition precedent to receiving any benefits under this Policy, any person seeking benefits must cooperate with us in the investigation, settlement or defense of any claim or suit, including submitting to an examination under oath by any person named by us when or as often as we may reasonably require at a place designated by us within a reasonable time after we are notified of the claim. Only the person being examined and his attorney may be present during the examination. A minor seeking benefits must submit to an examination with a guardian who may also be present.
- (7) upon our request, allow us to obtain a written or recorded statement concerning the circumstances of the claim and any damages claimed.

CAR DAMAGE

A person claiming Car Damage Coverage must also:

- (1) take reasonable steps after loss to protect the car / and its equipment from further loss. We will pay reasonable expenses incurred in providing that protection.
- (2) report a theft of the car or its equipment to the police within 24 hours of discovering the theft.
- (3) allow us to inspect and appraise the damaged car before its repair or disposal.

PART VIII. LOSS PAYEE CLAUSE

We will pay loss or damage due under this policy according to your interest and that of the loss payee if one is shown in the Declarations. We may make separate payments according to those interests.

We will not make payment to the loss payee for a loss under this policy if you or anyone acting on your behalf has violated the terms of this policy. This is inclusive, but not limited to fraud, material misrepresentation, material omission, racing, the commission of a crime or any other intentional damage or loss wantonly, or intentionally caused by you or the loss payee in the process of something done, or failed to do in violation of the terms of this agreement.

We may cancel this policy according to its terms. We will protect the loss payee's interest for 10 days after we mail them notice that the policy will terminate. If we pay the loss payee for any loss or damage suffered during that period, we have the right to recover the amount of any such payment from you.

If you fail to give proof of loss within the time allowed, the loss payee may protect its interest by filing a proof of loss within 30 days after that time.

The loss payee must notify us of any known change of ownership or increase in the risk. If it does not, it will not be entitled to any payment under this protection.

If we pay the loss payee under the terms of this protection for a loss not covered under the policy, we are subrogated to its rights against you. This will not affect the loss payee's right to recover the full amount of its claim. The loss payee must assign us its interest and transfer to us all supporting documents if we pay the balance due to the loss payee on the vehicle.

When the deductible amount shown in the Declarations Page for Car Damage coverage is less than \$250, the deductible amount applicable to losses payable to the loss payee under this coverage shall be \$250.

This deductible amount applies only when the covered automobile has been repossessed by or surrendered to the loss payee and the interest of the loss payee has become impaired.

All other losses payable under PART IV - CAR DAMAGE are subject to the deductible amount shown in the Declarations.

In Witness Whereof, the company has caused this policy to be executed and attested. This policy is countersigned on the declarations page by our authorized representative.


PRESIDENT


SECRETARY

EXHIBIT B

Policy Number Case 2:09-cv-01348-RCJ-GWF Document 10 Filed 03/18/10 Page 25 of 31
NVA 020021926 UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
LAS VEGAS, NV 89114-5007

Effective Date
June 30, 2007
Expiration Date
July 31, 2007
Invoice Date
June 11, 2007
DB01

* * * * *
*
* R E N E W A L *
* S T A T E M E N T *
*
* * * * *

INSURED:
GARY S LEWIS
5049 SPENCER ST D
LAS VEGAS, NV 89119

AGENT: 850-85 -850006
US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

Renewal Amount : * \$ 134.00 * No Later Than * 06/30/07 *

To avoid lapse in coverage, payment must be received prior to expiration of your policy. Please select from the payment options below. Once payment is received you will receive a new policy declaration sheet and insurance identification cards. IF THERE ARE ANY CHANGES TO YOUR EXISTING POLICY, PLEASE CONTACT YOUR AGENT BEFORE EXECUTING THIS RENEWAL.

Keep this stub as your record
Please detach and return this bottom portion with your payment

___ Pay my policy in full. Enclosed is my payment of \$ 134.00

Company	14	UNITED AUTOMOBILE INSURANCE-NV
Policy Number	NVA -020021926	GARY S LEWIS
Agent Number	850-85 -850006	US AUTO INS AGENCY, INC.
Due Date	06/30/07	
Invoice Date	06/11/07	*** RENEWAL STATEMENT ***
Invoice Number	3932327	
Amount Due	\$ 134.00	Payor _____ CK# _____ Amt _____

Mail To: UAIG - P.O. BOX 15007 LAS VEGAS, NV 89114

Payment Plan DB01 - FULL PAY
FILE COPY

EXHIBIT C

United Automobile Insurance Company

P.O. BOX 15007
LAS VEGAS, NV 89114
PHONE: 866-209-4163 FAX: 866-209-9631

MONTHLY/SEMI-ANNUAL/ANNUAL PROGRAM
RECEIPT OF PAYMENT

Date of Payment 07/10/2007 12:50:27

Policy Number NVA -30021926

UAIC Producer Number 850006

UAIC User ID _____

Type of Business RENEWAL

Insured Details

GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119

Agency Details

US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102
PHONE# (702)876-0072

UAIC Premium Downpayment \$ 134.00

Total Now Due \$ 134.00

* Indicates amount paid for agency use only.

Payment Breakdown

Cash \$ 0.00

Check # _____ \$ 0.00

Credit / Debit Card \$ 0.00

Money Order \$ 134.00

Total Payment Received \$ 134.00

Comments: _____



AUTO INSURANCE AGENCY
PROTECTION YOU CAN TRUST

THE FRONT OF THIS DOCUMENT HAS AN IMPERFORATED EDGE. IF YOU HAVE A HOLE, IT IS A COPY. IF YOU HAVE A HOLE, IT IS A COPY.

MoneyGram
Money Orders

INTERNATIONAL MONEY ORDER

Pay to the order of Circle K Stores Inc.

Amount ONE HUNDRED AND NO/100 DOLLARS

Pay only this amount

ONE HUNDRED AND NO/100 DOLLARS

Pay to the order of Circle K Stores Inc.

Amount ONE HUNDRED AND NO/100 DOLLARS

Pay only this amount

ONE HUNDRED AND NO/100 DOLLARS

Pay to the order of Circle K Stores Inc.

Amount ONE HUNDRED AND NO/100 DOLLARS

Pay only this amount

ONE HUNDRED AND NO/100 DOLLARS

3415 W. Craig Rd. #202 Las Vegas NV 89032
(702) 547.8448 FAX: 547.3751

3305 W. Sahara Ste. #4 Las Vegas NV 89102
(702) 876.0072 FAX: 876.2801

EXHIBIT D

013899141 POLICY DECLARATION 19
MONTHLY NEVADA PERSONAL AUTO POLICY
UNITED AUTOMOBILE INSURANCE-NV
P.O. BOX 15007
702-369-0312
LAS VEGAS, NV 89114-5007

ef 31 1

POLICY #: NVA 030021926
AGENT #: 850-85-850006
DATE PROCESSED: July 10, 2007
COVERAGE PROVIDED
FROM: July 10, 2007 @ 12:50 P.M. P.D.T.
TO: August 10, 2007 @ 12:01 A.M. P.D.T.

NAMED INSURED: GARY S LEWIS
5049 SPENCER ST Apt.D
LAS VEGAS, NV 89119
AGENT: US AUTO INS AGENCY, INC.
3909 W. SAHARA AVE., STE. 4
LAS VEGAS, NV 89102

This declaration page with "policy provisions" and all other applicable endorsements complete your policy.

DRIVER NAME TYPE OF DRIVER SR-22
1 GARY S LEWIS Principal N
2 KRISTEN A SCOTT Principal N

DESCRIPTION OF VEHICLE
VEHICLE YEAR MAKE/MODEL VEHICLE ID #
1 1996 CHEV PICKUP1500 1GCEC19M6TE214944
2 1994 FORD RANGER 1FTCR10UXRPC26207

UNIT#	SYM	TER	CLASS	PTS	SURC	DISC	AIRBAG	TRAN	SENIOR	REN	MC	PIF	NONOWN	EFT
1	10	012	30FS	0	.200	Y	N	N	N	Y	N	N	N	N
2	06	012	30MS	1	.200	Y	N	N	N	Y	N	N	N	N

INSURED PROPERTY IS PRINCIPALLY GARAGED AT ABOVE ADDRESS OR:

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM AND LIMIT OR DEDUCTIBLE ARE SHOWN:

	VEHICLE 1	VEHICLE 2
	PREMIUM DED.	PREMIUM DED.
Bodily Injury	15000/person	29.00
	30000/accdnt	33.00
Property Damage	10000/accdnt	29.00
		33.00
FULL TERM PREMIUM	58.00	66.00

POLICY FEE 10.00 TOTAL CHARGES 134.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTER SIGNED: DATE 07/10/2007 By Glenn M. Cabrera

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JAMES NALDER, Guardian Ad Litem) 2:09-cv-1348-ECR-GWF
for minor Cheyanne Nalder, real)
party in interest, and GARY LEWIS,)
Individually;)

Plaintiffs,)

Order

vs.)

UNITED AUTOMOBILE INSURANCE)
COMPANY, DOES I through V, and)
ROE CORPORATIONS I through V,)
inclusive)

Defendants.)

Plaintiffs in this automobile insurance case allege breach of contract, breach of the implied covenant of good faith and fair dealing, bad faith, breach of Nev. Rev. Stat. § 686A.310, and fraud. Now pending is Defendant's "motion for summary judgment on all claims; alternatively, motion for summary judgment on extra-contractual remedies; or, further in the alternative, motion stay [sic] discovery and bifurcate claims for extra-contractual remedies; finally, in the alternative, motion for leave to amend" ("MSJ") (#17).

The motion is ripe, and we now rule on it.

1 **I. Background**

2 Plaintiff Gary Lewis ("Lewis") is a resident of Clark County,
3 Nevada. (Compl. ¶ 2 (#1).) Plaintiff James Nalder ("Nalder"),
4 Guardian ad Litem for minor Cheyanne Nalder, is a resident of Clark
5 County, Nevada. (Id. at ¶ 1.) Defendant United Automobile
6 Insurance Co. ("UAIC") is an automobile insurance company duly
7 authorized to act as an insurer to the State of Nevada and doing
8 business in Clark County, Nevada. (Id. at ¶ 3.) Defendant is
9 incorporated in the State of Florida with its principal place of
10 business in the State of Florida. (Pet. for Removal ¶ VII (#1).)

11 Lewis was the owner of a 1996 Chevy Silverado insured, at
12 various times, by Defendant. (Compl. at ¶ 5-6 (#1).) Lewis had an
13 insurance policy issued by UAIC on his vehicle during the period of
14 May 31, 2007 to June 30, 2007. (MSJ at 3 (#17).) Lewis received a
15 renewal statement, dated June 11, 2007, instructing him to remit
16 payment by the due date of June 30, 2007 in order to renew his
17 insurance policy. (Id. at 3-4.) The renewal statement specified
18 that "[t]o avoid lapse in coverage, payment must be received prior
19 to expiration of your policy." (Pls.' Opp. at 3 (#20).) The
20 renewal statement listed June 30, 2007 as effective date, and July
21 31, 2007 as an "expiration date." (Id.) The renewal statement also
22 states that the "due date" of the payment is June 30, 2007, and
23 repeats that the renewal amount is due no later than June 30, 2007.
24 (MSJ at 7-8 (#17).) Lewis made a payment on July 10, 2007. (Id.)

25 Defendant then issued a renewal policy declaration and
26 automobile insurance cards indicating that Lewis was covered under
27
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1 an insurance policy between July 10, 2007 to August 10, 2007. (Pls'
2 Opp. Exhibit 1 at 35-36; MSJ at 4.)

3 On July 8, 2007, Lewis was involved in an automobile accident
4 in Pioche¹, Nevada, that injured Cheyanne Nalder. (MSJ at 3 (#17).)
5 Cheyanne Nalder made a claim to Defendant for damages under the
6 terms of Lewis's insurance policy with UAIC. (Compl. at ¶ 9 (#1).)
7 Defendant refused coverage for the accident that occurred on July 8,
8 2007, claiming that Lewis did not have coverage at the time of the
9 accident. (Id. at ¶ 10.) On October 9, 2007, Plaintiff Nalder, as
10 guardian of Cheyanne Nalder, filed suit in Clark County District
11 Court under suit number A549111 against Lewis. (Mot. to Compel at 3
12 (#12).) On June 2, 2008, the court in that case entered a default
13 judgment against Lewis for \$3.5 million. (Id.)

14 Plaintiffs then filed their complaint in this action in Nevada
15 state court on March 22, 2009 against Defendant UAIC. On July 24,
16 2009, Defendant removed the action to federal court, invoking our
17 diversity jurisdiction. (Petition for Removal (#1).)

18 On March 18, 2010, Defendant filed the MSJ (#17). On April 9,
19 2010, Plaintiffs opposed (#20), and on April 26, 2010, Defendant
20 replied (#21). We granted leave for Plaintiffs to file a supplement
21 (#26), and Defendant filed a supplement (#33) to its reply (#21).

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¹ Plaintiffs' complaint originally alleged that the accident occurred in Clark County, Nevada. It is unclear from the documents which site is the correct one, but neither party disputes jurisdiction and the actual location of the accident is irrelevant to the disposition of this motion.

II. Summary Judgment Standard

Summary judgment allows courts to avoid unnecessary trials where no material factual dispute exists. N.W. Motorcycle Ass'n v. U.S. Dep't of Agric., 18 F.3d 1468, 1471 (9th Cir. 1994). The court must view the evidence and the inferences arising therefrom in the light most favorable to the nonmoving party, Bagdadi v. Nazar, 84 F.3d 1194, 1197 (9th Cir. 1996), and should award summary judgment where no genuine issues of material fact remain in dispute and the moving party is entitled to judgment as a matter of law. FED. R. Civ. P. 56(c). Judgment as a matter of law is appropriate where there is no legally sufficient evidentiary basis for a reasonable jury to find for the nonmoving party. FED. R. Civ. P. 50(a). Where reasonable minds could differ on the material facts at issue, however, summary judgment should not be granted. Warren v. City of Carlsbad, 58 F.3d 439, 441 (9th Cir. 1995), cert. denied, 116 S.Ct. 1261 (1996).

The moving party bears the burden of informing the court of the basis for its motion, together with evidence demonstrating the absence of any genuine issue of material fact. Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986). Once the moving party has met its burden, the party opposing the motion may not rest upon mere allegations or denials in the pleadings, but must set forth specific facts showing that there exists a genuine issue for trial. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). Although the parties may submit evidence in an inadmissible form – namely, depositions, admissions, interrogatory answers, and affidavits – only evidence which might be admissible at trial may be considered

1 by a trial court in ruling on a motion for summary judgment. Fed.
2 R. Civ. P. 56(c); Beyene v. Coleman Sec. Servs., Inc., 854 F.2d
3 1179, 1181 (9th Cir. 1988).

4 In deciding whether to grant summary judgment, a court must
5 take three necessary steps: (1) it must determine whether a fact is
6 material; (2) it must determine whether there exists a genuine issue
7 for the trier of fact, as determined by the documents submitted to
8 the court; and (3) it must consider that evidence in light of the
9 appropriate standard of proof. Anderson, 477 U.S. at 248. Summary
10 judgment is not proper if material factual issues exist for trial.
11 B.C. v. Plumas Unified Sch. Dist., 192 F.3d 1260, 1264 (9th Cir.
12 1999). "As to materiality, only disputes over facts that might
13 affect the outcome of the suit under the governing law will properly
14 preclude the entry of summary judgment." Anderson, 477 U.S. at 248.
15 Disputes over irrelevant or unnecessary facts should not be
16 considered. Id. Where there is a complete failure of proof on an
17 essential element of the nonmoving party's case, all other facts
18 become immaterial, and the moving party is entitled to judgment as a
19 matter of law. Celotex, 477 U.S. at 323. Summary judgment is not a
20 disfavored procedural shortcut, but rather an integral part of the
21 federal rules as a whole. Id.

22 23 III. Analysis

24 Defendant seeks summary judgment on all claims on the basis
25 that Lewis had no insurance coverage on the date of the accident.
26 Plaintiff contends that Lewis was covered on the date of the
27 accident because the renewal notice was ambiguous as to when payment

1 must be received in order to avoid a lapse in coverage, and any
2 ambiguities must be construed in favor of the insured. Defendants
3 request, in the alternative, that we dismiss Plaintiffs' extra-
4 contractual claims, or bifurcate the claim of breach of contract
5 from the remaining claims. Finally, if we deny all other requests,
6 Defendant requests that we grant leave to amend

7 A. Contract Interpretation Standard

8 In diversity actions, federal courts apply substantive state
9 law. Erie R.R. Co. v. Tompkins, 304 U.S. 64, 78 (1938); Nitco
10 Holding Corp. v. Boujikian, 491 F.3d 1086, 1089 (9th Cir. 2007).
11 Under Nevada law, "[a]n insurance policy is a contract that must be
12 enforced according to its terms to accomplish the intent of the
13 parties." Farmers Ins. Exch. v. Neal, 64 P.3d 472, 473 (Nev. 2003).
14 When the facts are not in dispute, contract interpretation is a
15 question of law. Grand Hotel Gift Shop v. Granite State Ins. Co.,
16 839 P.2d 599, 602 (Nev. 1992). The language of the insurance policy
17 must be viewed "from the perspective of one not trained in law," and
18 we must "give plain and ordinary meaning to the terms." Farmers
19 Ins. Exch., 64 P.3d at 473 (internal quotation marks omitted).
20 "Unambiguous provisions will not be rewritten; however, ambiguities
21 are to be resolved in favor of the insured." Id. (footnote
22 omitted); see also Fed. Ins. Co. v. Am. Hardware Mut. Ins. Co., 184
23 P.3d 390, 392 (Nev. 2008) ("In the insurance context, we broadly
24 interpret clauses providing coverage, to afford the insured the
25 greatest possible coverage; correspondingly, clauses excluding
26 coverage are interpreted narrowly against the insurer.") (internal
27 quotation marks omitted); Capitol Indemnity Corp. v. Wright, 341 F.

28

1 Supp. 2d 1152, 1156 (D. Nev. 2004) (noting that "a Nevada court will
2 not increase an obligation to the insured where such was
3 intentionally and unambiguously limited by the parties"). "When a
4 contract is unambiguous and neither party is entitled to relief from
5 the contract, summary judgment based on the contractual language is
6 proper." Allstate Ins. Co. v. Fackett, 206 P.3d 572, 575 (Nev.
7 2009) (citing Chwialkowski v. Sachs, 834 P.2d 405, 406 (Nev. 1992)).

8 B. Plaintiff Lewis' Insurance Coverage on July 8, 2007

9 Plaintiffs contend that Lewis was covered under an insurance
10 policy on July 8, 2007, the date of the accident, because Lewis'
11 payment on July 10, 2007 was timely. Plaintiffs rely on the
12 sentence "[t]o avoid lapse in coverage, payment must be received
13 prior to expiration of your policy" contained in the renewal
14 statement. Defendant contends that "expiration of your policy" did
15 not refer to the expiration date of the renewal policy listed on the
16 renewal statement, but to the expiration of Lewis' current policy,
17 which coincided with the listed due date on the renewal statement.
18 Plaintiffs contend that Lewis reasonably believed that while there
19 was a due date on which UAIC preferred to receive payment, there was
20 also a grace period within which Lewis could pay and avoid any lapse
21 in coverage.

22 The renewal statement cannot be considered without considering
23 the entirety of the contract between Lewis and UAIC. Plaintiff
24 attached exhibits of renewal statements, policy declarations pages,
25 and Nevada automobile insurance cards issued by UAIC for Lewis. The
26 contract, taken as a whole, cannot reasonably be interpreted in
27 favor of Plaintiffs' argument.

28

1 Lewis received a "Renewal Policy Declarations" stating that he
2 had coverage from May 31, 2007 to June 30, 2007 at 12:01 A.M. (Pls'
3 Opp., Exhibit A at 29 (#20-1); Pls' Supp., Exhibit A at 11-12 (#26-
4 1); Pls' Supp., Exhibit A at 15 (#26-1).) The declarations page
5 stated that "[t]his declaration page with 'policy provisions' and
6 all other applicable endorsements complete your policy." (Pls'
7 Opp., Exhibit A at 29 (#20-1).) Lewis also received a Nevada
8 Automobile Insurance Card issued by UAIC stating that the effective
9 date of his policy was May 31, 2007, and the expiration date was
10 June 30, 2007. (Id. at 30; Pls' Supp., Exhibit A at 11-12 (#26-1).)
11 The renewal statement Lewis received in June must be read in light
12 of the rest of the insurance policy, contained in the declarations
13 page and also summarized in the insurance card.

14 "In interpreting a contract, 'the court shall effectuate the
15 intent of the parties, which may be determined in light of the
16 surrounding circumstances if not clear from the contract itself.'" Anvui, LLC v. G.L. Dragon, LLC, 163 P.3d 405, 407 (Nev. 2007).
17 Plaintiffs contend that there was a course of dealing between Lewis
18 and UAIC supporting a reasonable understanding that there was a
19 grace period involved in paying the insurance premium for each
20 month-long policy. In fact, the so-called course of dealing tilts,
21 if at all, in favor of Defendant. Lewis habitually made payments
22 that were late. UAIC never retroactively covered Lewis on such
23 occasions. Lewis' new policy, clearly denoted on the declarations
24 page and insurance cards Lewis was issued, would always become
25 effective on the date of the payment.
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27
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1 Plaintiffs point to the fact that in April 2007, Lewis was
2 issued a revised renewal statement stating that the renewal amount
3 was due on May 6, 2007, a date after the effective date of the
4 policy Lewis would be renewing through the renewal amount. This
5 isolated occasion occurred due to the fact that Lewis added a driver
6 to his insurance policy, resulting in an increase in the renewal
7 amount, after UAIC had previously sent a renewal notice indicating
8 that a lower renewal amount was due on April 29, 2007. UAIC issued
9 a revised renewal statement dated April 26, 2007, and gave Lewis an
10 opportunity to pay by May 6, 2007, instead of April 29, 2007, when
11 the original renewal amount had been due upon expiration of his
12 April policy. In that case, Lewis made a timely payment on April
13 28, 2007, and therefore there is not a single incident Plaintiffs
14 can point to in which Lewis was retroactively covered for a policy
15 before payment was made, even in the single instance UAIC granted
16 him such an opportunity due to a unique set of circumstances.

17 C. Statutory Arguments

18 Plaintiffs' arguments that Lewis had coverage due to Nev. Rev.
19 Stat. § 687B.320 and § 687B.340 are untenable. Section 687B.320
20 applies in the case of midterm cancellations, providing that:

- 21 1. Except as otherwise provided in subsection 3, no
22 insurance policy that has been in effect for at least 70
23 days or that has been renewed may be cancelled by the
24 insurer before the expiration of the agreed term or 1 year
25 from the effective date of the policy or renewal,
26 whichever occurs first, except on any one of the following
27 grounds:

28

1 (a) Failure to pay a premium when due;

2 . . .

3 2. No cancellation under subsection 1 is effective until
4 in the case of paragraph (a) of subsection 1 at least 10
5 days and in the case of any other paragraph of subsection
6 1 at least 30 days after the notice is delivered or mailed
7 to the policyholder.

8 The policies at issue in this case were month-long policies
9 with options to renew after the expiration of each policy. Lewis'
10 June policy expired on June 30, 2007, according to its terms. There
11 was no midterm cancellation and Nev. Rev. Stat. § 687B.320 simply
12 does not apply. Plaintiffs' arguments that between terms is
13 equivalent to "midterm" simply defies the statutory language and the
14 common definition of midterm. In a Ninth Circuit case interpreting
15 Montana law, the Ninth Circuit noted that the district court's
16 observation that "the policy expired by its own terms; it was not
17 cancelled" was proper, and the Montana statute at issue in the case,
18 similar to the Nevada statute here, "appl[ies] only to cancellation
19 of a policy, not to its termination." State Farm Mut. Auto. Ins.
20 Co. v. White, 563 F.2d 971, 974 (9th Cir. 1977). The Ninth Circuit
21 went on to note that situations in which "the policy terminated by
22 its own terms for failure of the insured to renew" is controlled by
23 a different statute, which "does not require any notice to the
24 policy-holder when the reason for the non-renewal of the policy is
25 the holder's failure to pay the renewal premiums." Id.

26 Nev. Rev. Stat. § 687B.340 provides:
27
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1. Subject to subsection 2, a policyholder has a right to have his or her policy renewed, on the terms then being applied by the insurer to persons, similarly situated, for an additional period equivalent to the expiring term if the agreed term is 1 year or less, or for 1 year if the agreed term is longer than 1 year, unless:

• • •

(b) At least 30 days for all other policies, before the date of expiration provided in the policy the insurer mails or delivers to the policyholder a notice of intention not to renew the policy beyond the agreed expiration date. If an insurer fails to provide a timely notice of nonrenewal, the insurer shall provide the insured with a policy of insurance on the identical terms as in the expiring policy.

Plaintiffs argues that Nev. Rev. Stat. § 687B.340 indicates how favorable the law is to the insured, and that there is no mention in the statute that payment is a prerequisite to a policyholder's "right to have his or her policy renewed." It is true that the Nevada statute does not include a provision similar to the one in the Montana statute providing that the section does not apply when the insured has "failed to discharge when due any of his obligations in connection with the payment of premiums for the policy, or the renewal therefor" White, 563 F.2d at 974 n.3. The Montana statute also stated that the section does not apply "[i]f the insurer has manifested its willingness to renew." Id.

1 Plaintiffs, however, fail to give credit to the entirety of the
2 Nevada statute. The statute does not say that the policyholder's
3 policy must be renewed, it says that the insurer shall provide the
4 insured with a policy on "the identical terms as in the expiring
5 policy." One of the terms of the expiring policy was payment of the
6 renewal amount. UAIC did provide Lewis, the policyholder, with a
7 renewal statement indicating that UAIC would renew the insurance
8 policy as long as all the terms of the previous policy were met,
9 i.e., payment.

10 Defendant correctly points out that this statute does not fit
11 the circumstances of this case. Lewis' policy was not renewed not
12 because UAIC had an intention not to renew, but because Lewis failed
13 to carry out his end of the contract, that is, to pay a renewal
14 amount. Lewis' policy was renewed on the date payment was received,
15 but this date was after the date of the accident. Plaintiffs'
16 statutory arguments, therefore, do not pass muster.

17 18 IV. Conclusion

19 Defendant's motion for summary judgment on all claims shall be
20 granted because Lewis had no insurance coverage on the date of the
21 accident. The renewal statement was not ambiguous in light of the
22 entire contract and history between Lewis and UAIC. The term
23 "expiration of your policy" referred to the expiration of Lewis'
24 current policy, and Lewis was never issued retroactive coverage when
25 his payments were late. His renewal policy would always begin on
26 the date payment was received. We cannot find that Lewis was
27 covered between the expiration of his policy in June and payment for
28

1 his next policy without straining to find an ambiguity where none
2 exists, and creating an obligation on the part of insurance
3 companies that would be untenable, i.e., to provide coverage when
4 the insured has not upheld his own obligations under the contract to
5 submit a payment.

6 The statutes cited by Plaintiffs simply do not apply. The
7 expiration of Lewis' policy was not a midterm cancellation, and UAIC
8 was not obligated to provide an insurance policy despite Lewis'
9 failure to adhere to the terms of that policy.

10 Defendant's other requests are moot in light of our decision
11 granting summary judgment.

12
13 **IT IS, THEREFORE, HEREBY ORDERED** that Defendant's motion for
14 summary judgment on all claims (#17) is **GRANTED** with respect to all
15 of Plaintiffs' claims.

16 The Clerk shall enter judgment accordingly.
17
18

19 DATED: December 17, 2010.

20 
21 UNITED STATES DISTRICT JUDGE

1 THOMAS E. WINNER
Nevada Bar No. 5168
2 MATTHEW J. DOUGLAS
Nevada Bar No. 11371
3 ATKIN WINNER & SHERROD
1117 South Rancho Drive
4 Las Vegas, Nevada 89102
Phone (702) 243-7000
5 Facsimile (702) 243-7059
Attorneys for Defendant,
6 United Automobile Insurance Company

7 UNITED STATES DISTRICT COURT

8 DISTRICT OF NEVADA

9
10 JAMES NALDER, Guardian Ad Litem for
minor Cheyanne Nalder, real party in
interest, and GARY LEWIS, Individually;

11 Plaintiffs,

12 vs.

13 UNITED AUTOMOBILE INSURANCE
14 COMPANY, DOES I through V, and ROE
CORPORATIONS I through V, inclusive

15 Defendants.
16
17

CASE NO.: 2:09-cv-1348
DEPT. NO.:

**DEFENDANT UNITED AUTOMOBILE
INSURANCE COMPANY'S MOTION
FOR SUMMARY JUDGMENT ON ALL
CLAIMS; ALTERNATIVELY, MOTION
FOR SUMMARY JUDGMENT ON
EXTRA-CONTRACTUAL REMEDIES;
OR, FURTHER IN THE ALTERNATIVE,
MOTION STAY DISCOVERY AND
BIFURCATE CLAIMS FOR EXTRA-
CONTRACTUAL REMEDIES;
FINALLY, IN THE ALTERNATIVE,
MOTION FOR LEAVE TO AMEND**

ORAL ARGUMENT REQUESTED

18
19 Defendant UNITED AUTOMOBILE INSURANCE COMPANY brings this Motion for
20 Summary Judgment on all claims; In the alternative, Motion for Summary Judgment as to Extra-
21 contractual Remedies, or, further in the alternative, Motion for Bifurcation of Certain Claims;
22 finally, in the alternative, Motion for Leave to Amend.


23 ///

24 ///

25 ///

1 DATED this 10th day of March, 2010.

2 ATKIN WINNER & SHERROD

3
4 
5 Thomas E. Winner
6 Nevada Bar No. 5168
7 Matthew J. Douglas
8 Nevada Bar No. 11371
9 1117 S. Rancho Drive
10 Las Vegas, Nevada 89102

11 POINTS AND AUTHORITIES

12 I.

13 INTRODUCTORY STATEMENT

14 Defendants had initially sought to bring this Motion.

15 This is an insurance claim which was denied due to termination of a policy after the
16 plaintiff, Gary Lewis, failed to pay his premium.

17 Gary Lewis first insisted that he had, in fact, paid for his premium, but refused to answer
18 any discovery or produce any documents evidencing this payment. Plaintiff Lewis objected to
19 every question and request made of him seeking proof that he paid his premium. Moreover,
20 Lewis objected and refused to produce the assignment of rights under which the Nalder Plaintiffs
21 brought the instant suit. This necessitated a Motion to Compel discovery responses and a motion
22 for sanctions. In response to this motion, at the eleventh hour, the plaintiff simply changed his
23 story and admitted that he had not, in fact, ever paid his premium for a renewal policy before the
24 previous policy was terminated. *Amended Discovery Responses are attached hereto as Exhibits*
25 *'C' & 'E', respectively.*

26 Additionally, the plaintiffs had refused to produce any proof that the Nalder plaintiffs had
27 any standing to sue this defendant, necessitating a Motion to Compel and request for sanctions.
28 In response to this motion, the plaintiff finally produced an 'Assignment' which purports to

1 assign Plaintiff Lewis' chose in action to the Nalder Plaintiffs' – but, which was entered into on
2 February 28, 2010¹. *See Exhibit 'D.'*

3 **One might ask why the defense was obliged to fully brief a Motion to Compel in this**
4 **case, only to learn that the plaintiff simply wanted to change his claim. Plaintiffs – by virtue of**
5 **the amended responses to requests for admissions - have now admitted there are no material**
6 **issues of fact concerning the following Motions and, as such, this Court may rule upon same as**
7 **matters of law.**

8 II.

9 STATEMENT OF FACTS

10 Defendant has very little information regarding the subject accident which the Plaintiff
11 underlies this suit but, it appears that Gary Lewis was operating his vehicle in Pioche, Nevada on
12 July 8, 2007 wherein he struck minor pedestrian, Cheyenne Nalder. Thereafter, Nalder and her
13 father commenced a personal injury action against Lewis.

14 As set forth below, Mr. Lewis' policy of insurance had expired, and had not been renewed,
15 due to nonpayment of renewal premium at the time of this accident. Presumably sensing this
16 might be a problem, Mr. Lewis hastily made arrangements to pay a premium and acquire a new
17 policy after he caused the accident. He commenced this lawsuit for 'bad faith,' claiming UAIC
18 should have covered him, even though his policy had expired.

19 Lewis' insurance policy, number NVA 020021926, with Defendant United Automobile
20 Insurance Company had expired, per its terms, on June 30, 2007. The policy, as such, was not in
21 effect on July 7, the date of loss. *See Declaration of Western Regional Marketing and*
22 *Underwriting Manager for United Automobile Insurance Company, Danice Davis, with copy of*
23 *policy number NVA 020021926 declarations page and policy, attached thereto as Exhibit 'A.'*
24 Although United Automobile had mailed a renewal notice to Gary Lewis advising that his policy
25

26 ¹ The court will note that this purported 'assignment' was apparently executed long after the
27 lawsuit was filed. It begs the obvious question how, or why, the plaintiffs were able to commence this
28 lawsuit without any legal basis or authority for bringing it. Again, the 'assignment' was only produced
after a motion to compel and motion for sanctions was pending before the court.

1 would terminate on June 30 if payment were not received by that date, Mr. Lewis did not pay his
 2 premium. *See Declaration of Western Regional Marketing and Underwriting Manager for*
 3 *United Automobile Insurance Company, Danice Davis, with copy of Exhibit renewal notice,*
 4 *attached as Exhibit 'B' thereto.* The renewal notice clearly put Lewis on Notice that his premium
 5 for his renewal policy was due "no later than 6/30/07." *See Exhibit 'B' attached to Declaration*
 6 *of Danice Davis.*

7 It was only after the loss occurred, on July 8, 2007, that Lewis presented a money order for
 8 payment of his premium for a new policy, on July 10th, 2007. *See Declaration of Western*
 9 *Regional Marketing and Underwriting Manager for United Automobile Insurance Company,*
 10 *Danice Davis, with copy of cashier's check receipt of premium for said new policy number NVA*
 11 *030021926 on July 8, 2007 attached as Exhibit 'C', thereto.* At that time a new policy, number
 12 *NVA 030021926*, was initiated with a term of July 10, 2007 to August 10th, 2007. *See*
 13 *Declaration of Western Regional Marketing and Underwriting Manager for United Automobile*
 14 *Insurance Company, Danice Davis, with copy of declarations page for number NVA 030021926,*
 15 *attached as Exhibit 'D,' thereto.*

16 Since last year, the plaintiff has insisted that he paid his policy premium on time, and that
 17 UAIC must have lost or misplaced it. Now, in the wake of discovery and a motion to compel,
 18 Gary Lewis has admitted that he did not remit any amount for renewal of UAIC Policy number
 19 *NVA 020021926* after June 12, 2007 and before June 30, 2007 nor between June 30, 2007 and
 20 July 10, 2007. *A copy of Plaintiff Gary Lewis' Answers to requests to admit are attached hereto*
 21 *as Exhibit 'C.'*

22 As such, this loss occurred during the period of non-coverage that existed from June 30,
 23 2007 to July 10th, 2007. *See Declaration of Western Regional Marketing and Underwriting*
 24 *Manager for United Automobile Insurance Company, Danice Davis.* Plaintiffs were informed of
 25 the fact that no coverage was in force for the loss. *See Declaration of Western Regional Claims*
 26 *Manger for United Automobile Insurance Company, Jan Cook, and attached copy of*
 27 *correspondence to Counsel for Plaintiff, attached thereto as Exhibit 'A.'* Plaintiff James Nalder,
 28

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1 as guardian of Cheyenne Nalder, then filed suit in the Clark County District Court on October 9,
2 2007 under suit number A549111. On October 10, 2007, and again November 1, 2007, the
3 Company informed both claimant attorneys via correspondence of the fact there was no coverage
4 due to non-renewal for failure to pay premium. *See Declaration of Western Regional Claims*
5 *Manger for United Automobile Insurance Company, Jan Cook, and attached copy of*
6 *correspondence to Counsel for Plaintiff, attached thereto as Exhibits 'A' and 'B.'*

7 Lewis' current attorneys commenced suit against him in 2007, after they were advised that
8 Lewis had no insurance for this loss. Lewis' current attorneys then took a default against their
9 now client. On May 15, 2008 Plaintiff's petitioned the Court for a default Judgment in the
10 amount of \$3.5 million. On May 16, 2008 the plaintiff attempted to amend that petition to seek
11 \$5 million. On June 2, 2008 the court entered a default judgment against Lewis for \$3.5 million.

12 Thereafter, on May 22, 2009 Nalder and Lewis filed the present suit against the UAIC
13 seeking payment of the default judgment against Lewis. *See Plaintiff's Complaint, attached*
14 *hereto as Exhibit 'A.'* Plaintiffs have also made several 'extra-contractual' or 'bad faith' claims
15 against Defendant UNITED AUTOMOBILE INSURANCE COMPANY. *See Plaintiff's*
16 *Complaint, attached hereto as Exhibit 'A.'* Namely, Plaintiff alleges UNITED AUTOMOBILE
17 INSURANCE COMPANY has breached its duty of good faith and fair dealing towards
18 Plaintiffs, and failed to abide by Nevada's Fair Claims and Practices Act, N.R.S. 686A.310.
19 Plaintiffs' bad faith claims are set forth in his Complaint. *See Exhibit 'A.'* Defendants have
20 denied Plaintiff's claims. *See Copy of UNITED AUTO's Answer and Affirmative Defenses,*
21 *attached hereto as Exhibit 'B.'*

22 Defendant has, from the outset, disputed coverage for Plaintiff's claims. It is clear that
23 no policy was in effect the date of loss and, therefore, no coverage would be owed to Lewis for
24 plaintiff's claims. Moreover, under Nevada law and the law followed by the Ninth U.S. Circuit
25 Court of Appeals an insured must first establish that he has a claim before making bad faith
26 claims against the insurer. In the case at bar, it is far from clear that all Plaintiffs have standing to
27 sue for bad faith.
28

III.

LEGAL DISCUSSION**A. Legal standard for summary judgment**

Pursuant to F.R.C.P. 56(a), the Court must enter summary judgment when "...there is no genuine issue as to any material fact and...the moving party is entitled to a judgment as a matter of law." Under this Rule, the moving party has the initial burden of showing the absence of a genuine issue of material fact. Once the movant's burden is met by presenting evidence which, if uncontroverted, will entitle the moving party to a judgment as a matter of law. The burden then shifts to the respondent to set forth specific facts demonstrating that there is a genuine issue for trial. Pioneer Chlor Alkali Company, Inc. v. National Union Fire Insurance Company of Pittsburgh, Pennsylvania, 863 F. Supp. 1237, 1238 (D. Nev. 1994), citing Adickes v. S.H. Kres and Company, 398 U.S. 144, 26 L.Ed. 2d 142, 90 S. Ct. 1598 (1970); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250, 91 L.Ed. 2d 202, 106 S. Ct. 2548 (1986).

The party opposing summary judgment cannot rest on the allegations of the pleadings, but must show that admissible evidence exists that demonstrates a genuine issue of fact for trial. Brinson v. Linda Rose Joint Venture, 53 F.3d 1044, 1049 (9th Cir. 1995). Though the pleadings and exhibits must be construed in a light most favorable to the nonmoving party, the nonmoving party must do more than simply show some undefined doubt as to the operative facts in order to avoid summary judgment. Wood v. Safeway, Inc., 121 P.3d 1026, 1031 (Nev. 2005). Where a plaintiff fails to make out the elements of his claim, summary judgment is proper. Davis v. Liberty Mutual Ins. Co., 525 F.2d 1204 (5th Cir. 1979).

B. Defendant should be granted summary judgment as to all claims by Plaintiffs because no coverage existed for the loss in question

It is clear from the facts presented that this Court may decide summary judgment, as a matter of law. In the case at bar Gary Lewis had a policy of insurance with United Auto that expired – per the terms of the document – on June 30th, 2006 if Plaintiff did not renew the policy. Plaintiff admits he did not tender premium payment for a new policy – beginning July 1, 2007 –

1 prior to June 30, 2007 as directed by the renewal notice. Thereafter, Plaintiff admits that he
 2 failed to pay any premium for new coverage until July 10, 2007. As such, Lewis simply had no
 3 coverage the day of the loss, July 8, 2006. Therefore, although this is an unfortunate this
 4 circumstance, the fact remains that - based on basic insurance contract law - United Auto does
 5 not insure the loss to Cheyanne Nalder.

6
 7 It is axiomatic that unambiguous language in a contract's terms must be upheld. Farmer
 8 Ins. Co. v. Young, 108 Nev. 328 (Nev. 1992). Furthermore, the Nevada courts have found that
 9 clear language stating a policy's liability limits will be upheld. Farmers Ins. Co. v. Stanik, 110
 10 Nev. 64 (Nev. 1994). Finally, the courts in Nevada have also clearly held that a claim must arise
 11 in the policy's term for coverage. Intercoast Mut. Ins. Co. v. Anderson, 75 Nev. 457 (1959) (In
 12 that case the Court found insured's injury to have occurred before the policy lapsed and, as such,
 13 found coverage).

14
 15 Here, it is patently evident from the face of Lewis Declaration page for his policy with
 16 United Auto, number NVA 020021926, that said policy expired - per its own terms on June 30,
 17 2007. *See copy of Declaration of Western Regional Underwriting and Marketing Manager for*
 18 *United Auto, Danice Davis, with copy of Declarations page and policy for policy number NVA*
 19 *020021926 attached as Exhibit 'A', thereto.* The Plaintiff only paid for a new policy term after
 20 his policy had expired. As this policy expired per its own term, Nev. Rev. Stat. § 687B.320 is
 21 inapplicable as it deals with *cancellations* for failure to pay premium. The policy at issue in the
 22 case at bar was a month-long policy term, with an option to renew same policy for another
 23 month-long policy term.

24
 25 Prior to expiration of the June 2007 monthly policy, United Auto sent Lewis a 'Renewal
 26 Statement' that clearly provided he needed to remit premium for his July 2007 Policy by June
 27 30, 2007. *See Declaration of Danice Davis and Exhibit 'B', thereto.* This Renewal statement is
 28

1 clear and unambiguous. It states quite prominently that Lewis premium was due "no later than
2 6/30/07." *See Declaration of Danice Davis and Exhibit 'B', thereto.*

3 The only evidence of record, however, is that Lewis failed to pay any premium for a new
4 policy for July 2007 prior to July 10, 2007 until after he wanted to make a claim. *See*
5 *Declaration of United Auto Western Regional Underwriting and Marketing Manager, Danice*
6 *Davis, along with copy of Declaration page for policy number NVA 030021926, attached as*
7 *Exhibit 'D' as well as copy of receipt of premium for said policy, attached as Exhibit 'C'; See*
8 *also Answers to Requests for admissions by Gary Lewis, Exhibit '3', hereto.* It is also equally
9 clear that this policy only affords coverage for losses that occur within the policy term and, here,
10 the loss occurred July 8, 2007, during a period where Lewis had no coverage. *See Declaration of*
11 *Western Regional Claims Manager, Jan Cook.*

12 Therefore, it is undisputed that this loss occurred after Lewis policy number NVA
13 020021926 expired but, prior to Lewis' paying the premium for a new policy, number NVA
14 020021926. In fact, Lewis only attempted to re-instate insurance coverage *after* the subject loss
15 and, evidences his knowledge that he was without coverage at the time of the loss. The
16 unfortunate case here is that Lewis was operating his vehicle at the time of this loss when he
17 caused injury to Cheyanne Nalder, without insurance coverage. Although this situation is
18 regrettable, it is not the responsibility of United Auto for whom no premium was received for the
19 period covering the loss. The fact is it is the fault of Plaintiff Lewis for failing to maintain auto
20 insurance coverage in accordance with the laws of the State of Nevada.

21 As such, this Court should enforce the clear terms of both policies and find there was no
22 coverage in effect for Lewis at the time of this loss and, therefore, grant summary judgment in
23 favor of United Auto.

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1 C. Alternatively, Defendant seeks summary judgment on all of Plaintiff's claims for
2 extra-contractual remedies, and 'bad faith', as Genuine Dispute as to coverage
3 exists.

4 Besides breach of contract, Plaintiff has filed causes of action for breach of the covenant
5 of good faith and fair dealing, insurance bad faith, violations of Nevada Fair Claims Practices
6 Act – along with breach of contract. The Nevada Supreme Court has provided guidelines as to
7 when “bad faith actions” become ripe. Because of the holdings in those cases, it is respectfully
8 requested that this Court dismiss all causes of action save and except for the breach of contract
9 claim.

10 Nevada law relative to the tort of “bad faith” was succinctly explained in the case of
11 Schumacher v. State Farm Fire & Cas. Co., 467 F. Supp. 2d 1090, 1096 (D. Nev. 2006) wherein
12 the court confirmed the following:

13 The Supreme Court of Nevada adopted the cause of action called
14 “bad faith” in United States Fidelity & Guar. Co. v. Peterson, 91
15 Nev. 617, 540 P.2d 1070 (1975). Nevada's definition of bad faith
16 is: (1) an insurer's denial of (or refusal to pay) an insured's claim;
17 (2) without any reasonable basis; and (3) the insurer's knowledge
18 or awareness of the lack of any reasonable basis to deny coverage,
19 or the insurer's reckless disregard as to the unreasonableness of the
20 denial. Pioneer, 863 F.Supp. at 1247, citing American, 102 Nev. At
21 605; Falline v. GNLV Corp., 107 Nev. 1004, 1009, 823 P.2d 888
22 (1991); [*1096] see also, Pemberton v. Farmers Insurance
23 Exchange, 109 Nev. 789, 858 P.2d 380 (1993) (“a]n insurer fails to
24 act in good faith when it refuses [**14] ‘without proper cause’ to
25 compensate the insured for a loss covered by the policy.”).

26 The foregoing indicates that if a dispute exists as to whether coverage even exists for a
27 claim under the policy and insured may certainly seek recovery from the insurer under the
28 contractual provisions of the policy. However, if the insurer has a reasonable basis to deny
coverage there cannot be ‘bad faith.’

The Ninth Circuit has thus recognized the “genuine dispute” doctrine. This doctrine
stems from the recognition that insurance companies have to investigate claims and should be

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1 allowed to do so without fear of accusations of bad faith. Courts hold that the implied duty to
 2 investigate claims allows the insurer to give its own interests consideration equal to that it gives
 3 its insureds. The "genuine dispute" doctrine protects insurers from bad faith claims where the
 4 insurer can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001
 5 U.S. Dist. LEXIS 9614 (2001).

6
 7 The existence of a genuine dispute as to Defendant's legal liability to pay benefits
 8 precludes, as a matter of law, extra-contractual recovery against the insurer for breach of the
 9 implied covenant of good faith and fair dealing. Opsal v. United Services Auto Association, 10
 10 Cal. Rptr. 2d 353 (1991). The key to a bad faith claim is whether or not the insurer's denial of
 11 coverage was reasonable. Under the "genuine dispute" doctrine a bad faith claim can be
 12 dismissed on summary judgment if the defendant can show that there was a genuine dispute as to
 13 coverage. See Guebara v. Allstate Insurance Company, 237 F.3d 987, 992 (9th Cir. 2001)
 14 (citations omitted).

15 In Nevada, the key to a bad faith claim is whether or not the insurer's decision regarding
 16 coverage is reasonable. "Bad faith is established where the insurer acts unreasonably and with
 17 knowledge that there was no reasonable basis for its conduct." Guarantee National Insurance
 18 Company v. Potter, 112 Nev. 199, 206, 912 P.2d 267, 272 (1996). In American Excess
 19 Insurance Company v. MGM, 102 Nev. 601, 729 P.2d 1352 (1986), the Nevada Supreme Court
 20 held that an insurer cannot be found liable for bad faith, as a matter of law, if it had a reasonable
 21 basis to contest coverage. The Court in American Excess, supra, defined bad faith as "an actual
 22 or implied awareness of the absence of a reasonable basis for denying benefits of the policy." Id.
 23 at 605. The Court stated that "because we conclude that AEI's interpretation of the contract was
 24 reasonable, there was no basis for concluding that AEI acted in bad faith." Id. In applying
 25 Nevada law, the United States District Court in Pioneer Chlor Alcholi Company, Inc. v. National
 26 Union Fire Insurance Company, 863 F. Supp. 1237 (D. Nev. 1994) also stated that where a
 27 legitimate contractual dispute exists, the insurer "is entitled to its day in court on such an issue
 28

1 without facing a claim for bad faith simply because it disagrees with [the insured].” *Id.* at 1250.

2 Thus, without a determination against the insurer on the contract claim there can be no bad faith.

3 Here, Plaintiffs claims that they are entitled to \$3.5 million dollar default judgment, far in
4 excess of Mr. Lewis’ \$15,000 policy limits, apparently because of Defendant’s ‘bad faith’ for
5 their failure to defend under Lewis’ policy. However it seems clear from the discussion above (in
6 regards to summary judgment on all claims) *and* plaintiff’s admission **no payment was made**
7 **between June 12, 2007 and July 10, 2007** - that Plaintiffs must admit a *genuine dispute* exists
8 as to coverage for the loss.
9

10 Therefore, again, this lawsuit arises from a contested claim for liability insurance on the
11 date of the loss underlying the Nalder’s claims. Defendants – with good reason – argue Plaintiff
12 Lewis simply had no coverage in effect on the date of loss. At the very least, regardless of this
13 Court’s ultimate determination regarding coverage the Defendant, United Auto, had a *reasonable*
14 *basis* to deny coverage for the loss and lawsuit underlying Plaintiff’s Complaint as the records
15 clearly indicate a failure to make timely payment and expiration of the policy before the loss.
16 Under prevailing case law the Defendant need not be correct in denial – merely that it has a
17 reasonable basis for doing so. Defendants maintain that Plaintiff’s admission that he failed to pay
18 his renewal premium for his July 2007 policy until after the loss occurring July 8, 2007 clearly
19 created a reasonable basis for United Auto to disclaim coverage for the loss.
20

21 It is a simple disagreement about the coverage for a loss where the Plaintiff admitted he
22 made no timely payment under the terms of the policy. Under these circumstances, there can be
23 no basis for a claim for “bad faith,” other extra-contractual claims, or punitive damages. Plaintiff
24 cannot, as a matter of law, establish that Defendant’s determination that no policy was in force
25 for the loss is unreasonable or without proper cause. Even if this Court ultimately determines that
26 Defendant was wrong with respect to its determination of Plaintiff’s coverage for this loss, there
27
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1 still is no basis for Plaintiff's extra-contractual claims or claim for punitive damages. Under the
2 "genuine dispute" doctrine, Defendant is entitled to summary judgment as to Plaintiffs' extra-
3 contractual claims (for breach of the covenant of good faith and fair dealing and for violations of
4 the Nevada Unfair Claims Practices Act and Nevada Administrative Code) and claim for
5 punitive damages.
6

7 **D. Further in the alternative, This Court should bifurcate Plaintiffs extra-**
8 **contractual remedies from the contract claims and discovery on the 'bad faith'**
9 **causes of action should be stayed.**

10 The decision to bifurcate is committed to the sound discretion of the trial court. Cook v.
11 United Servs. Auto. Ass'n, 169 F.R.D. 359 (1996), citing Hirst v. Gertzen, 676 F.2d 1252, 1261
12 (9th Cir. 1982). The Federal Rules of Civil Procedure Rule 42(b) governs bifurcation (Separate
13 trials) and authorizes the relief sought by Defendants.

14 (b) *Separate trials*. For convenience, to avoid prejudice, or to
15 expedite and economize, the Court may order a separate trial of
16 one or more separate issues, claims, cross-claims, counterclaims,
17 third-party claims. When ordering a spate trial, the Court must
18 preserve any federal right to a jury trial.

19 Applying this rationale here, it is clear that the actions for Plaintiffs' 'bad faith' causes of action,
20 namely for breach of the duty of good faith and fair dealing, insurance bad faith and violations of
21 N.R.S. 686A.310 and the Nevada Administrative Code, should be severed from Plaintiffs'
22 simple breach of contract action contained in Plaintiff's Complaint. Trying these claims together
23 is both prejudicial to Defendants and, moreover, is not contemplated by Nevada law. The
24 Nevada Supreme Court has provided guidelines as to when "bad faith actions" become ripe.
25 Because of the holdings in those cases and the Genuine Dispute doctrine, it is respectfully
26 requested that this Court sever all causes of action save and except for the breach of contract
27 claim.
28

The "genuine dispute" doctrine protects insurers from bad faith claims where the insurer
can show that there was a genuine dispute about coverage. See Beltran v. Allstate, 2001 U.S.
Dist. LEXIS 9614 (2001).

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1 In Pulley v. Preferred Risk Mut. Ins. Co., 111 Nev. 856, 897 P.2d 1101 (1995), the
 2 parties were not able to agree on the value of the insured's uninsured motorist claim so the
 3 insured filed a breach of contract action against the insurer to recover policy benefits. The
 4 parties thereafter agreed to arbitrate the policy claim and the arbitrator returned an award in favor
 5 of the insured. The insurer failed to pay the arbitration award and the insured then commenced a
 6 bad faith action against the insurer. The next day the insurer paid the award and then moved to
 7 dismiss the insured's bad faith suit on the grounds that the bad faith claim could have been raised
 8 in the insured's first action and was therefore barred by the doctrine of res judicata. The district
 9 court agreed and dismissed the bad faith suit. The Supreme Court reversed and stated as follows:

10 "We conclude that the doctrine of res judicata does not bar appellants'
 11 case against Preferred Risk for breach of the covenant of good faith and
 12 fair dealing because the issue decided on the merits in the prior litigation
 13 is not the same issue that is presented in the second case. The duty to act
 14 in good faith does not arise from the terms of the insurance contract.
United States Fidelity and Guaranty Co. v. Peterson, 91 Nev. 617, 620,
 540 P.2d 1070, 1071 (1975). Rather, the duty of good faith and fair
 dealing is imposed by law and the violation of this duty is a tort." Id.

15 Id. at 858-59.

16 Pulley provides a clear statement that a claim for insurance bad faith is a *separate and*
 17 *independent tort action* that arises out of the related, but independent, contractual claim for
 18 insurance policy benefits. In Pulley, the bad faith claim was based on the insurer's refusal or
 19 delay in paying the arbitration award. Until the contractual obligation to pay the award was
 20 resolved by either payment, as occurred, or by a judgment in the contract claim, the insured's
 21 claim for bad faith against the insurer would have been premature.

22 Therefore, severing and staying the bad faith causes of action while the insured pursues
 23 his contractual claims satisfies the rules set forth in the above-referenced cases. This is obviously
 24 important since it is clear from the Nevada Supreme Court's decision in Pemberton v. Farmers
 25 Ins. Exch., 109 Nev. 789, 858 P.2d 380 (1993), that a claim for insurance bad faith does not
 26 accrue until the underlying contractual action is resolved. Therefore an insurance bad faith
 27 action should not be allowed, at the very least, to proceed in the same action as the traditional
 28

1 contractual claims until there is a final judgment or resolution of the contractual claim for
2 benefits.

3 Additionally, the most recent decision from the District of Nevada concerning this issue
4 is Drennan v. Md. Casualty Co., 366 F. Supp. 2d 1002 (2005 Nev.), which squarely supports
5 such a bifurcation. In that case, the district court again noted that an insured must establish legal
6 entitlement to benefits prior to instituting an action for bad faith. Id. at 1005. The court in that
7 matter bifurcated the contractual and bad faith claims. The Court in Drennan succinctly summed
8 up the reason for bifurcation as follows:
9

10 “Bifurcating the breach of insurance contract claim from the bad faith claim is
11 appropriate in this case. If Plaintiffs do not prevail on their breach of insurance
12 contract claim, there can be no basis for concluding that Maryland Casualty acted
13 in bad faith. Consequently, a favorable finding for Maryland Casualty on this
14 issue would eliminate the need for a second trial. Bifurcation thus would further
15 the interest of expedient resolution of litigation. Further, bifurcation would
16 simplify the issues for trial and reduce the possibility of undue prejudice by
17 allowing the jury to hear evidence of bad faith only upon establishing that
18 Maryland Casualty breached the insurance contract. The Court therefore finds that
19 any trial regarding the breach of contract claim shall be bifurcated from the bad
20 faith claim”. Id. at 1008-9.

21 The foregoing review of Nevada law and the language used by the Nevada Supreme
22 Court in the Pulley case is inescapable. The “bad faith tort action does not occur until after the
23 first case for benefits under the contract had been settled.” Pulley at 1103. That decision, along
24 with the reasoning set forth from Drennan offer clear law supporting the bifurcation of Plaintiffs’
25 extra-contractual causes of action. For the foregoing reasons, Defendants ask that the Plaintiffs’
26 claims for ‘bad faith’, breach of the covenant of Good Faith and Fair Dealing, as well as claims
27 for violations of the Nevada Unfair Claims Practices Act and/or Nevada Administrative Code, be
28 bifurcated from Plaintiffs’ breach of contract claims. Defendant submits that any claim of bad
faith is premature but, at the very least, should not proceed in instant action for breach of
contract. Since Plaintiffs have yet to prove any entitlement to benefits under the policy and a
genuine dispute as to coverage exists, based on Nevada law, and the well reasoned opinion of the

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1 federal district court, it is requested that this court severe these causes of action pending
2 resolution of the breach of contract claim.

3 Additionally, all discovery regarding any alleged bad faith should be stayed pending
4 resolution of the Plaintiffs' contractual claim and until such time that Plaintiff has offered
5 sufficient evidence in support of a bad faith claim. Discovery into United Auto/s handling and
6 evaluation would be entirely prejudicial at this point as the first issue is whether there was a
7 policy in place and/or coverage existed for the loss belying this suit.

8 This class of otherwise privileged information is entitled to a heightened protection from
9 discovery. See United States v. Weissman, 1995 U.S. Dist. LEXIS 5476. In striking a balance
10 between Plaintiff's need for the information and the Defendant's interest in preventing an
11 invasion into their otherwise protected files, the court should consider what evidence, if any, the
12 Plaintiff has provided to establish a reasonable basis for a bad faith claim; in this instance, the
13 Plaintiff has not even shown a genuine dispute as to coverage. Plaintiff should not be allowed to
14 simply step into Defendant's shoes and have unlimited access to Defendant's files to prove his
15 bad faith claim where no evidence has even been offered at this stage of the litigation to support
16 such a claim.

17 Defendants thus seek protection from the Court from disclosing any information on the
18 mental impressions, conclusions, activity plan or opinions of Defendant relative to Plaintiff's
19 underinsured motorist claim pending Plaintiff's ability to establish sufficient evidence in support
20 of a bad faith cause of action. Accordingly, the Court should bifurcate the bad faith causes of
21 action and enter an order staying any additional discovery on Plaintiff's bad faith causes of
22 action should be stayed pending resolution of the contract causes of action.

23 E. Finally, in the alternative, Defendant seeks leave to Amend its pleadings to
24 counter-claim against Plaintiff for collusion and/or breach of the cooperation
25 clause.

26 In the case at bar, it is clear that the only two parties to the alleged contract were Plaintiff
27 Gary Lewis and Defendant United Auto. The Nalder Plaintiffs' have no contractual relationship
28 with United Auto and, apparently until February 2010, had no assignment of rights or Covenant

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1 not to execute with Plaintiff Gary Lewis to 'step into his shoes' and sue United Auto. Given the
 2 amount of the judgment, the previously friendly relationship between Lewis and the Nalders, the
 3 lack of any assignment before February 2010 and contact by Plaintiffs Counsel with Lewis
 4 shortly after the loss – Defendants seek leave to amend their Answer to file a Counter-claim for
 5 collusion and/or breach of the cooperation clause by plaintiffs.
 6

7 F.R.C.P. 13 allows for compulsory Counter-claims to be filed. Additionally, F.R.C.P. 15
 8 allows for amendments to be filed, after the time allowed for filing same, by leave of court
 9 "when justice so requires." Such leave is left to the sound discretion of trial court. Forsyth v.
 10 Humana Inc., 114 F.3d 1467, 1482 (9th Cir. 1997). The "underlying purpose of Rule 15 [is] to
 11 facilitate decision on the merits, rather than on the pleadings or technicalities." Lopez v. Smith,
 12 203 F.3d 1122, 1127 (9th Cir. 2000) (en banc) (citation and quotation marks omitted). Leave to
 13 amend "shall be freely given when justice so requires" and this rule should be applied with
 14 "extreme liberality." Forsyth, 114 F.3d at 1482 (citing Fed. R. Civ. P. 15(a)).

15 In the case at bar, it is now plain that the Nalders lacked standing to bring suit against
 16 United Auto when originally filed. The majority rule, and rule followed by this Court, is that
 17 third party is stranger to the contract, like the Nalders' here, have no standing to sue for breach of
 18 contract and bad faith against an alleged tortfeasor's insurance company. Gunny v. Allstate Ins.
 19 Co., 108 Nev. 344 (Nev. 1992).

20 In the case at bar it is clear from the face of Plaintiffs' Complaint that the Nalder
 21 Plaintiffs, like those in Gunny, had no standing to bring any causes of action against Defendant.
 22 The Nalders have not pled any contractual relationship with Defendant. *See Plaintiff's*
 23 *Complaint, Exhibit 'A.'* It is quite clear that the Nalders' only relationship is as a judgment
 24 creditor of Lewis. Plaintiff has not pled any contract between the Nalders and United Auto nor
 25 any other basis for standing, such as an assignment. *See*
 26 *Exhibit 'A.'* The Plaintiff has pled no assignment of any causes of action by Lewis against
 27
 28

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1 Defendant may even implicate certain conflicts of interest. Rather, it is clear that the only parties
2 to contracts at issue are the Plaintiff Gary Lewis, Kristin
3 Scott, and United Auto. *See attached Declaration of Western Regional Underwriting and*
4 *Marketing Manager, Danice Davis.* Moreover, in response to a Motion to Compel, Defendants
5 were only recently provided an alleged "assignment", *attached hereto as Exhibit 'D'*, between
6 the Nalders' and Lewis that – by its own terms – was only signed February 28, 2010.
7

8 The fact that this assignment claims Lewis 'assigned' his claims against United Auto for
9 "value received", however, this 'value' is not apparent from the face of the document. *See*
10 *Exhibit 'D.'* If it was for a covenant not to execute the excess judgment or a release of claims – it
11 certainly is not apparent. Clearly, a material issue exists over 'consideration for this assignment
12 and whether it is at valid on its face. This is especially troubling for Defendant when considered
13 in conjunction with Plaintiff, Gary Lewis', Answers to Interrogatories. *See Exhibit 'E.'* In
14 Plaintiff's Response No. seven (7), Lewis admits that he and James Nalder are "friends." Next, at
15 Response to number nineteen (19), states that "shortly after the accident" he called Plaintiffs'
16 Counsel, David Sampson" at the request of his friend James Nalder. *See Exhibit 'E.'*
17

18 As such, it is clear from the face of the Plaintiffs' complaint that the Nalder Plaintiffs
19 have not, pleaded a prima facie case for breach of contract or bad faith against Defendant as they
20 lack standing to do so. The eleventh-hour attempt to rectify this defect via the February 28, 2010
21 assignment has only raised more questions. Specifically, what consideration was given to Lewis,
22 if any, for this assignment and, more importantly, what is the relationship between all Plaintiffs
23 and Plaintiffs Counsel. In short, the Nalder plaintiffs are strangers to the contract. Yet, they
24 obtained a multi-million dollar judgment against their friend, who has been in contact with their
25 attorney since shortly after the accident.
26

27 As such, issues of collusion (or possibly champerty) have just arisen from Plaintiffs
28

1 recent interrogatory responses and purported assignment. Therefore, Defendant can easily show
2 excusable neglect for not having filed its counter-claim sooner as these facts were unknown until
3 recently. Moreover, this Court may grant same leave to file said amendment to do substantial
4 justice between the parties.
5


6
7 IV.

8 CONCLUSION

9 Based upon the foregoing, Defendants UNITED AUTOMOBILE INSURANCE
10 COMPANY respectfully requests that this Court grant their Motion for Summary Judgment as to
11 all of Plaintiff's allegations including for breach of contract, breach of the duty of good faith and
12 fair dealing, insurer bad faith and/or violation of the Nevada Fair Claims Practices Act, with
13 prejudice; or alternatively, grant the Motion for summary Judgment as to Plaintiffs' extra-
14 contractual claims; or, further in the alternative, grant Defendant's Motion to Bifurcate all extra-
15 contractual claims and stay discovery on Plaintiff's alleged aforementioned bad faith claims
16 pending the resolution of Plaintiff's contractual claims. Finally, in the alternative, Defendant
17 asks this Court for Leave to file a Counterclaim against Plaintiffs.

18 DATED this 18th day of March, 2010.

19 ATKIN WINNER & SHERROD

20
21 
22 Thomas E. Winner
23 Nevada Bar No. 5168
24 Matthew J. Douglas
25 Nevada Bar No. 11371
26 1117 S. Rancho Drive
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6 Attorneys for Defendant,
UNITED AUTOMOBILE INSURANCE COMPANY

7 UNITED STATES DISTRICT COURT

8 DISTRICT OF NEVADA
9

10 JAMES NALDER, Guardian Ad Litem for
minor Cheyanne Nalder, real party in
11 interest, and, GARY LEWIS, Individually,

12 Plaintiffs,

13 vs.

14 UNITED AUTOMOBILE INSURANCE
COMPANY, DOES I through V, and ROE
15 CORPORATIONS I through V, inclusive,

16 Defendants.

CASE NO.: CASE NO.: 2:09-cv-1348

**DEFENDANT'S MOTION TO
OVERRULE OBJECTIONS AND
COMPEL PLAINTIFF'S ANSWERS TO
WRITTEN INTERROGATORIES and
REQUESTS FOR PRODUCTION under
FRCP 37(a)(3)(B)(iii)**

17 Defendant, UNITED AUTOMOBILE INSURANCE COMPANY, by and through its
18 attorneys, ATKIN WINNER & SHERROD, files this Motion to compel and Motion for
19 Sanctions against Plaintiff, Heather Thompson.

20 The Motion is made and based upon all papers and pleadings on file herein, the attached
21 Points and Authorities, and any argument of counsel at the hearing on this matter.

22 DATED this 4th day of February, 2010.

23 ATKIN WINNER & SHERROD

24 /s/ Matthew J. Douglas

25
26 Thomas E. Winner
Nevada Bar No. 5168
Matthew J. Douglas
27 Nevada Bar No. 11371
1117 South Rancho Drive
28

POINTS AND AUTHORITIES

I.

INTRODUCTION

Defendant has very little information regarding the subject accident Plaintiff's maintain underlie this suit but, it appears that Gary Lewis was operating his vehicle in Pioche, Nevada on July 8, 2007 wherein he struck minor pedestrian, Cheyenne Nalder. Thereafter, Nalder was transported for emergency medical attention wherein she apparently has incurred medical specials in the amount of \$65,555.37.

At the time of the loss, July 8, 2007, Lewis' insurance policy, number NVA 020021926, with Defendant United Automobile Insurance Company had expired, per its terms, on June 30, 2007 and, as such, was not in effect on the date of loss. Although, United Automobile had mailed a renewal notice to Gary Lewis to renew his policy beginning July 1, 2007, no renewal premium was received prior to June 30, 2007. It was only after the loss occurred, on July 8, 2007, that Lewis presented a money order for payment of his premium for a new policy, on July 10th, 2007. At that time a new policy term, number NVA 030021926, was initiated with a term of July 10, 2007 to August 10th, 2007. As such, it is Defendant's contention that the loss that belies this suit occurred during the period of non-coverage that existed from June 30, 2007 to July 10th, 2007.

Plaintiffs' were informed of the fact that no coverage was in force for the loss. Thereafter, Plaintiff James Nalder, as guardian of Cheyenne Nalder, then filed suit in the Clark County District Court on October 9, 2007 under suit number A549111. On December 13, 2007 a default was taken against Lewis for failure to appear. On May 15, 2008 Plaintiff's petitioned the Court for a default Judgment in the amount of \$3.5 million. On May 16, 2008 the plaintiff's attempted to amend that petition to seek \$5 million. On June 2, 2008 the court entered a default judgment against Lewis for \$3.5 million.

Thereafter, on May 22, 2009 Nalder and Lewis filed the present suit against the Defendant seeking payment of the \$3.5 million default judgment against Lewis. Plaintiffs have also made

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1 several 'extra-contractual' or 'bad faith' claims against Defendant UNITED AUTOMOBILE
2 INSURANCE COMPANY. Namely, Plaintiff alleges UNITED AUTOMOBILE INSURANCE
3 COMPANY has breached its duty of good faith and fair dealing towards Plaintiffs, and failed to
4 abide by Nevada's Fair Claims and Practices Act, N.R.S. 686A.310. Plaintiffs' bad faith claims
5 are set forth in his Complaint. Defendants have denied Plaintiff's claims.

6 Defendant has, from the outset, disputed coverage for Plaintiff's claims. Defendant
7 maintains no policy was in effect the date of loss and, therefore, no coverage would be owed to
8 Lewis for plaintiff's claims. Moreover, under Nevada law and the law followed by the Ninth
9 U.S. Circuit Court of Appeals an insured must first establish that he has a claim before making
10 bad faith claims against the insurer. In the case at bar, it is far from clear that all Plaintiffs have
11 standing to sue United Auto at all, much less for bad faith.

12 As such, Defendant initially filed Requests to admit on Plaintiff Lewis that he admit no
13 policy of coverage was in effect for the loss at issue because he failed to pay his premium.
14 Lewis, in response to same Requests, denied the admission and stated that he had, in fact, paid
15 his policy premium.

16 As such, Defendant has propounded written interrogatories on all Plaintiffs seeking to
17 discover relevant facts regarding 1) the underlying injury supporting Plaintiff's \$3.5 million
18 dollar judgment; 2) any covenant not to execute or assignment of rights supporting the Nalder's
19 right to sue United Automobile Insurance Company; and 3) any and all information regarding
20 Plaintiff Lewis' claim that he had paid his policy premium. Despite being served with these
21 written discovery requests and being granted two (2) extensions to answer, Plaintiffs have failed
22 to produce even the most rudimentary responses.

24 At this time Defendant needs Plaintiff's Answers to written interrogatories to proceed
25 with the defense of this claim as discussed above. That despite being served with written
26 interrogatories and Requests for Production on November 13, 2009, Plaintiff has yet to properly
27 answer same. *A Copy Defendants Interrogatories and Production requests, served on Plaintiff is*
28

1 attached hereto as Group Exhibit 'A.' Thereafter, Counsel for Plaintiff asked for, and received,
 2 two extensions to answer same discovery with the final deadline being January 14, 2010. *Copies*
 3 *of Correspondence from Plaintiff, confirming two extensions through January 14, 2010 are*
 4 *attached hereto as Group Exhibit 'B.'* On January 5, 2010, Plaintiff propounded Answers to
 5 same written discovery requests that Defendant's Counsel found woefully insufficient. *See*
 6 *Plaintiff's responses, attached as Group Exhibit 'C.'* As such, Counsel for Defendant phoned
 7 counsel for Plaintiff twice to discuss same responses but, got no response. As such, on January
 8 20, 2010, Counsel for Defendant faxed a letter to Plaintiffs counsel regarding same responses
 9 and specifically outlined the deficiencies. *See Exhibit 'D.'* Although Counsel for Plaintiff
 10 vaguely claimed they would provide supplemental responses, Defense counsel made clear same
 11 needed to be received by January 21, 2010. *See Exhibit 'E.'* None were ever received and, to
 12 date, Counsel for Defendant has heard nothing else from Plaintiff.

15 II.

16 FACTS RELATING TO DISCOVERY DISPUTE

17 It is clear that Defendant served Plaintiff with written Interrogatories on December
 18 November 13, 2009. *See Gr. Exhibit 'A.'* After the initial period to answer same interrogatories
 19 expired Plaintiff's counsel contacted Counsel for Defendant to inquire as to an extension to
 20 December 30, 2009. After failing to provide Answers to written discovery by that date, Counsel
 21 for Plaintiff called on December 31, 2009 and asked for an additional two weeks – or until
 22 January 14, 2010 to respond. Defendants also allowed this extension. *See correspondence from*
 23 *Counsel for Plaintiff confirming extension, attached as Gr. Exhibit 'B.'*

24 At that time, Plaintiff provided Answers to outstanding written discovery that make a
 25 mockery of the discovery process. Plaintiff objected to *every request or interrogatory* with the
 26 *same objections. See Gr. Exhibit 'C.'* Plaintiff Lewis did not even provide his name or address
 27 for his answers. Defendant usually refrains from employing such language regarding the
 28

1 discovery answers of a party but, this is simply unacceptable. To this end, on January 20, 2010,
2 Counsel for Defendant faxed a correspondence to Counsel for Plaintiff outlining with
3 particularity what Defendant felt were improper objections by Plaintiff and, further, explaining
4 why certain discovery was sought. *See Exhibit 'D.'*

5 Specifically, the letter explained that, in terms Plaintiff Nalder's responses to production
6 requests, objections were made as to 'overly broad and burdensome' or 'not calculated to lead to
7 admissible evidence' for requests seeking medical records for the injuries supporting the default
8 judgment that is the basis of Plaintiff's complaint. Defendant views these objections as
9 completely baseless and believes Plaintiff must answer these requests, specifically requests for
10 production numbers one (1) through (4). Similarly, Request for production number five (5) seeks
11 any assignment of rights in action and/or covenant not to execute as between the Nalder
12 Plaintiffs' and the Lewis Plaintiff. Again, this request was objected to as 'overly broad and
13 burdensome' or 'not calculated to lead to admissible evidence.' These objections, however, are
14 completely baseless as it seeks a writing or document that forms the *basis of the Nalder Plaintiffs*
15 *right to sue United Auto*. As the Court can readily ascertain, the Nalders have *no contractual*
16 *relationship* with United Auto Insurance. As such, Defendants seek the writing that supports the
17 Nalder's cause of action. If there is none – Plaintiff needs to respond accordingly as these are
18 fair, relevant discovery requests that Plaintiff has completely avoided answering without valid
19 justification.

20 Next, Plaintiff Lewis' responses to Requests for Production are even more unsettling.
21 Despite the fact that Plaintiff answered requests to Admit with vague references to Mr. Lewis
22 'paying his premium' timely - Plaintiff *failed to answer basic requests for production seeking*
23 *proofs of said alleged payments*. Specifically, Request number one (1) asks for any document or
24 writing showing proof of any alleged payments by Lewis. Plaintiff's response objects that this
25 request is 'overly broad' and seeks documents not in Plaintiff's possession. Then Plaintiff's
26 response refers Defendant to your list of Documents and Witnesses – "particularly exhibit '2' –
27 which is entitled various insurance documents. This response is woefully insufficient. First,
28

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1 Plaintiff needs identify specific documents from that production if they intend to rely solely on
2 them and, also Plaintiff should identify if they have nothing else in their possession. This is
3 because Plaintiff's Answer that the documents are 'not in Plaintiffs possession' is insufficient
4 when Plaintiff's interrogatories *fail to specify where those documents might be*. The same holds
5 true for Plaintiff's insufficient responses to Requests number two (2), four (4), five (5), and six
6 (6) as well.

7 Additionally, Plaintiff's response to request number eight (8) is also insufficient. This
8 case is based upon your Plaintiffs' claims that coverage was in force for Mr. Lewis on the date of
9 the loss because 'payment was made.' Defendant has stated his policy was cancelled for non-
10 payment. Thus, Defendant is entitled to examine Mr. Lewis' finances and his claims he paid his
11 premium and, as such, is entitled to authorizations to access credit, employment and tax records.
12 Plaintiffs objection to provide these as 'overly broad and burdensome' is improper given
13 Plaintiff's claim that he paid his premium. As such, Defendant seeks an order requiring Plaintiff
14 to execute the written authorizations for Request number eight (8).

15 Moreover, Request for production number nine (9) seeks any assignment of rights in
16 action and/or covenant not to execute as between the Nalder Plaintiffs' and the Lewis Plaintiff.
17 Again, this request was objected to as 'overly broad and burdensome' or 'not calculated to lead
18 to admissible evidence.' These objections, however, are completely baseless as it seeks a writing
19 or document that forms the basis of the Nalder Plaintiffs right to sue United Auto. As the Nalders
20 have no contractual relationship with United Auto Insurance - Defendants seek the writing that
21 supports their cause of action. If there is none Plaintiffs need to respond accordingly.

22 Finally, and most insufficient of all, are you Plaintiff Lewis' Interrogatory answers.
23 Lewis objected to *every interrogatory* with a stock objection of 'overly broad, unduly
24 burdensome, compound, and as seeking information not reasonably calculated to lead to
25 admissible evidence.' These objections are, quite simply, inappropriate. For interrogatory
26 number one (1) Plaintiff refused to give his name, residence and marital details. For interrogatory
27 number two (2) Plaintiff failed to give basic date of birth and social security information. For
28

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1 interrogatory number three (3) Plaintiff failed to answer whether he has been convicted of a
2 felony. For interrogatory number four (4) Plaintiff failed to give any educational or work history.
3 For interrogatory number five (5) Plaintiff failed to describe the underlying occurrence. For
4 interrogatories numbered six (6) and seven (7) Plaintiff failed to describe his relationships to the
5 injured claimants, if any. This blatant failure to answer basic information seems like a clear
6 example of frivolity by Plaintiff that, in and of itself, should draw a sanction from this Court for
7 having forced Defendant to bring a Motion to get Plaintiff's name and other basic information.
8 With all due respect, this is ridiculous and should not be tolerated by this Court.

9 Besides that basic information, Plaintiff, in response to interrogatories numbered nine (9),
10 ten (10), eleven (11), twelve (12), thirteen (13) failed to give basic responses to interrogatories
11 seeking basic information regarding Plaintiff's claims to coverage. As explained herein, this case
12 is based Plaintiff's claims that coverage was in force for Mr. Lewis on the date of the loss.
13 Defendant has stated his policy was cancelled for non-payment. Thus, Defendant is entitled to
14 examine Mr. Lewis' claims of payment and, as such, is entitled to answers to these
15 interrogatories about how he claims payment was made - if at all. Plaintiff's objection to provide
16 these as 'overly broad and burdensome' are improper given Plaintiff's claim that he paid his
17 premium. This same line of reasoning holds true for Plaintiff's responses to interrogatories
18 numbered sixteen (16) and seventeen (17) seeking bank and credit card information to prove
19 payments.

20 Finally, Defendant would like answers to interrogatories numbered nineteen (19), twenty
21 (2), and twenty-one (21) seeking information about how Lewis came to be represented by
22 Nalder's counsel, who has a default judgment against him. Once again, this is obviously relevant
23 information supporting the allegations of Plaintiff's complaint and must be disclosed.

24 Finally, Lewis' answers to interrogatories also fail to include a signed verification by
25 Lewis.

26 Defendants must now demand that this Court overrule these frivolous objections and
27 order Plaintiff Answer written discovery which is long overdue.
28

II.

LEGAL ARGUMENT

A. The Court Should Compel Plaintiff to Answer Written Interrogatories.

It is clear from *Gr. Exhibit 'A'*, attached hereto, that Defendant has submitted proper interrogatories and production requests under FRCP 33 and 34. Moreover, it is equally clear that those written interrogatories and production responses have been improperly objected too, and gone unanswered, despite good faith attempts by Counsel for Defendant to resolve this discovery dispute – as discussed herein. *See Gr. Exhibits 'C' and Exhibit 'D.'*

It is axiomatic that “relevancy”, as defined by the Federal Rules of Civil Procedure for discovery purposes, include *all evidence that is reasonably calculated to lead to admissible evidence. Laxalt v. McClatchy*, 116 F.R.D. 455 (Dist. Of Nev. 1986). Moreover, as this Court knows, boilerplate objections are inadequate for a response and amount to no objection at all.

See Josephs v. Harris Corp., 677 F.2d 985, 992 (3rd Cir. 1982)(“mere statement by a party that the interrogatory was ‘overly broad, burdensome, oppressive and irrelevant’ is not adequate to voice a successful objection”); *Cipollone v. Liggett Group, Inc.*, 785 F.2d 1108, 1121 (3rd Cir. 1986)(objecting party must show a particularized harm is likely to occur if the requesting party obtains the information that is the subject of the particular objections; generalized objections are insufficient). Additionally, in *Farber and Partners, Inc. v. Garber*, 234 F.R.D. 186 (C.D. Cal. 2006), the Court there held that relevancy objections that do set forth any argument or explanation are insufficient.

In this case, as noted above, Plaintiff Lewis has failed to Answer the most basic interrogatories and, as such, asks this Court to overrule Plaintiff Lewis’ objections with regard to interrogatories numbered: (1) Plaintiff refused to give his name, residence and marital details.

1 For interrogatory number two (2) Plaintiff failed to give basic date of birth and social security
2 information. For interrogatory number three (3) Plaintiff failed to answer whether he has been
3 convicted of a felony. For interrogatory number four (4) Plaintiff failed to give any educational
4 or work history. For interrogatory number five (5) Plaintiff failed to describe the underlying
5 occurrence. For interrogatories numbered six (6) and seven (7) Plaintiff failed to describe his
6 relationships to the injured claimants, if any. All of these interrogatories are clearly relevant and
7 germane and Plaintiff's objections should be overruled.
8

9 Besides that basic information, Plaintiff Lewis, in response to interrogatories numbered
10 nine (9), ten (10), eleven (11), twelve (12), thirteen (13) failed to give basic responses to
11 interrogatories seeking basic information regarding Plaintiff's claims to coverage. As explained
12 herein, this case is based Plaintiff's claims that coverage was in force for Mr. Lewis on the date of
13 the loss. Defendant has stated his policy was cancelled for non-payment while Plaintiff
14 maintained he 'paid' his premium. Thus, Defendant is entitled to examine Mr. Lewis' claims of
15 payment and, as such, is entitled to answers to these interrogatories about how he claims
16 payment was made – if at all. Plaintiff's objection to provide these as 'overly broad and
17 burdensome' are improper given Plaintiff's claim that he paid his premium. As stated above,
18 these again are boilerplate objections that should be overruled as these requests are relevant and
19 germane to the controversy. This same line of reasoning holds true for Plaintiff's responses to
20 interrogatories numbered sixteen (16) and seventeen (17) seeking bank and credit card
21 information to prove any alleged payments. If Plaintiff wants to admit he made no such premium
22 payment, that would suffice as well.

23 Finally, Defendant would like answers to Lewis' interrogatories numbered nineteen (19),
24 twenty (20), and twenty-one (21) seeking information about how Lewis came to be represented
25 by Nalder's counsel, who has a default judgment against him. Once again, this is obviously
26 relevant information supporting the allegations of Plaintiff's complaint and must be disclosed.
27 Although it does potentially touch on attorney-client information – Lewis did not raise this
28

1 privilege as an objection and, as such, has waived same. Given that Counsel for the Nalders' held
 2 a multi-million dollar judgment against him already, and collusion is possible, Defendant feels
 3 this information is also relevant to this matter and, as such the Court should also overrule these
 4 objections and have Plaintiff Lewis Answer all of the above interrogatories. Finally, Lewis'
 5 answers to interrogatories also fail to include a signed verification by Lewis. Once again, this
 6 makes the Answers he did file clearly deficient and a basis for this Court to Compel his
 7 responses.

8 Next, Plaintiff Lewis' responses to Requests for Production are even more unsettling.
 9 Despite the fact that Plaintiff answered requests to Admit with vague references to Mr. Lewis
 10 'paying his premium' timely - Plaintiff *failed to answer basic requests for production seeking*
 11 *proofs of said alleged payments*. Specifically, Request number one (1) asks for any document or
 12 writing showing proof of any alleged payments by Lewis. Plaintiff's response objects that this
 13 request is 'overly broad' and seeks documents not in Plaintiff's possession. Then Plaintiff's
 14 response refers Defendant to your list of Documents and Witnesses - "particularly exhibit '2' -
 15 which is entitled various insurance documents. This response is woefully insufficient. First,
 16 Plaintiff needs identify specific documents from that production if they intend to rely solely on
 17 them and, also Plaintiff should identify if they have nothing else in their possession. This is
 18 because Plaintiff's Answer that the documents are 'not in Plaintiffs possession' is insufficient
 19 when Plaintiff's interrogatories *fail to specify where those documents might be*. The same holds
 20 true for Plaintiff's insufficient responses to Requests number two (2), four (4), five (5), and six
 21 (6) as well which request any documents concerning alleged 'payment.' Once more, Plaintiff
 22 Lewis' objections are clearly boilerplate and without basis and should be overruled by this Court
 23 for all of the above requests.

24 Additionally, Plaintiff Lewis' response to request for production number eight (8) is also
 25 insufficient. This case is based upon Plaintiffs' claims that coverage was in force for Mr. Lewis
 26 on the date of the loss because 'payment was made.' Defendant has stated his policy was
 27 cancelled for non-payment. Once again, therefore, Defendant is entitled to examine Mr. Lewis'
 28

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1 finances and his claims he paid his premium and, as such, is entitled to authorizations to access
2 credit, employment and tax records. Plaintiffs objection to provide these as 'overly broad and
3 burdensome' is improper given Plaintiff's claim that he paid his premium. As such, Defendant
4 seeks an order requiring Plaintiff to execute the written authorizations for Request number eight
5 (8).

6 Finally, Request for production number nine (9) to Lewis seeks any assignment of rights
7 in action and/or covenant not to execute as between the Nalder Plaintiffs' and the Lewis Plaintiff.
8 Again, this request was objected to as 'overly broad and burdensome' or 'not calculated to lead
9 to admissible evidence.' These objections, however, are completely baseless as it seeks a writing
10 or document that forms the basis of the Nalder Plaintiffs right to sue United Auto. As this Court
11 knows, Nevada law only allows a right of policyholder's to sue for breach of an insurance
12 contract and/or for bad faith. See United Fire Ins. Co. v. McCelland, 105 Nev. 504, 780 P.2d 193
13 (1989). As the Nalders' have no contractual relationship with United Auto Insurance –
14 Defendants seek the writing that supports their cause of action. If there is none Plaintiffs need to
15 respond accordingly.

16 In terms Plaintiff Nalder's responses to production requests, objections were made as to
17 'overly broad and burdensome' or 'not calculated to lead to admissible evidence' for requests
18 seeking medical records for the injuries supporting the default judgment that is the basis of
19 Plaintiff's complaint. Defendant views these objections as completely baseless and boilerplate as
20 explained above because these documents would support the extremely large judgment
21 Plaintiffs' are attempting to collect in this action. As such, surely the medical records of injuries
22 supporting a \$3.5 million dollar judgment are relevant to this action and, as such, Defendant and
23 believes Plaintiff must answer these requests, specifically requests for production numbers one
24 (1) through (4). Similarly, Request for production number five (5) seeks any assignment of rights
25 in action and/or covenant not to execute as between the Nalder Plaintiffs' and the Lewis Plaintiff.
26 Again, this request was objected to as 'overly broad and burdensome' or 'not calculated to lead
27 to admissible evidence.' These objections, however, are completely baseless as it seeks a writing
28

1 or document that forms the *basis of the Nalder Plaintiffs right to sue United Auto.* (See above)
2 As the Court can readily ascertain, the Nalders have *no contractual relationship* with United
3 Auto Insurance. As such, Defendants seek the writing that supports the Nalder's cause of action.
4 If there is none – Plaintiff needs to respond accordingly as these are fair, relevant discovery
5 requests that Plaintiff has completely avoided answering without valid justification.

6 As such, Defendant moves this Court to overrule Plaintiffs' frivolous objections, compel
7 Defendant to Answer all written interrogatories and Production requests under F.R.C.P.
8 37(a)(3)(b)(iii) and, additionally, Defendant also seeks costs and fees for bringing this motion
9 pursuant to F.R.C.P. 37(a)(5)(A).

10
11 **III.**

12 **CONCLUSION**

13 The Defendant requests that the Court grant Defendant's Motion to Compel, overrule
14 Plaintiff's objections and order Plaintiff to answer outstanding written interrogatories and
15 production requests immediately. Further, Defendant seeks the costs for bringing this motion due
16 to sheer frivolity of Plaintiff's objections.

17 DATED this 4^h day of February, 2010.

18 ATKIN WINNER & SHERROD

19 /s/ Matthew J. Douglas

20 _____
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CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2014, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

s/ Kirstin E. Largent